

**Paycor Stadium General Admission Seating Replacement
Bid Package 1: Demolition & Seating
ITB#028-26
Addendum 1**

May 6, 2026

To All Registered Vendors:

NOTE:

Revise Pre-Bid Agenda

Engineer's Estimate:

Demolition:	\$3,333,000
Seating:	<u>\$12,369,672</u>
Total:	\$15,702,672

Specifications

00 10 00 Bid Form – replace in its entirety.

01 11 00 Summary of Work

2.C.1 CONTRACT DESCRIPTION TC-01: Demolition

Item #9 Clarification

9. Cutting of fasteners is included if they cannot be utilized for the new seat system – by others. Coordinate demolition of seats with TC02 Seating
Cutting of fasteners will be by others in a future bid package

2.C.2 CONTRACT DESCRIPTION TC-02: Seat Replacement

Add Item #19

Base Bid: On-site or Off-site sale of removed items or materials is not permitted.

Scraping of iron stanchions is permitted.

Refer to Alternates for Add to retain salvage rights and permission to sell demolished material.

01 23 00 Alternates – replace in its entirety.

Sincerely,

Jill Williams

Jill Williams
Purchasing Director

AGENDA FOR PRE-BID ON 5-04-26 AT 2:00 PM
ITB# 028-26 – Paycor Stadium General Admission Seat Replacement

LOCATION: Corner of Mehring Way and Central Avenue, Cincinnati, Ohio 45202

1. Introduction - Kyle

- a. Project
- b. Owner

2. The Bid Process - Kyle

- a. Key Dates
Questions **5/08/2026 12:00 PM**
Answers **5/12/2026 11:00 AM**
Bid Opening Date **5/15/2026 11:00 AM**
- b. Addendums

3. Bid Documents – Kyle

- a. Location
- b. Scope Review
- c. ~~Estimated Budget \$20,000,000~~
- d. Trade Contracts
- e. **Sealed proposals will be received at the Hamilton County Purchasing Department, Room 507, 138 East Court Street, Cincinnati, Ohio 45202, until 11:00 AM on the date listed above and will be read at that time. Bid opening will be held in Conference Room.**

4. Economic Inclusion and Workforce Development – Robert Bell, Hamilton County

- a. SBE Goal - 20%
- b. MBE Goal – 16.5%
- c. WBE Goal – 4.2%
- d. Economic Inclusion
- e. Workforce Development
- f. Building Opportunities by Leveraging Diversity (BOLD)
- g. **Tailored mailings to MBE/WBE/SBE firms notify them of contracting opportunities at least two (2) weeks before bids or proposals are due providing documentation of contact.** All MBE/WBE/SBE documents must be submitted with proposals, see Hamilton County Minority, Women, and Small Business Enterprise Programs.

5. Questions and Answers – Kyle



Pre-Bid Conference Sign-in Sheet

ITB #- 028-26

ITB Name- Paycor Stadium General Admissions Seat Replacement

Date: 05-04-2026

VENDOR NAME	CONTACT NAME	PHONE	EMAIL
Messer	Matt Poland	513-678-0312	mpoland@messer.com
Irwin Seating	Kevin C. Whaley	989 989-213-5162	Kevin.Whaley@irwinseating.com
IRWIN Seating	John Pietro	859 314 7238	John.P@irwinseating.com
O'Rourke Wrecking	Scott Hollman	513 616 2031	SHollman@orourkewrecking.com
Robert Bell	R Bell	513-946-4423	Robert.Bell@hamiltoncounty.com
Justin Messer	Delaney Cook	513-289-8993	dcook@jostinconstruction.com
KZF	COREY MAZ	513-218-8150	COREY.MAZ@KZF.COM
SUNESIS ENV.	CHRIS CASE	9374755997	ccase@sunesisenv.com
Hamilton County	Jim Morgan	513-728-6066	jim.morgan@hamiltoncountyohio.gov
PBSL	John Pope	513-305-1188	John.Pope@Bengals.NFL.net



MBE/WBE/SBE Policies and Procedures Pre-Bid Meeting Overview

Solicitation:

Date:

Time:

Location:

Hamilton County
Economic &
Community Support

- Hamilton County has small, minority, and women-owned business participation goals for all solicitations.

The goals for this project are _____% MBE, _____% WBE, and _____%SBE participation. These goals can be found on page _____ of the solicitation package.

- There are required forms for respondents to complete in the MBE/WBE/SBE policy section of each proposal, including the *Goal Compliance Plan*, the *Application for Program Waiver* (if respondents are unable to meet the project goals), and the *Letter of Intent* (LOI) between the prime contractor and any subcontractor included in the *Goal Compliance Plan*. These forms must be provided when you submit your proposals for your proposal to be deemed responsive.
 - For projects under \$1 million, signed, and notarized LOIs between Bidder and all subcontractors/supplies must be included in their Goal Compliance Plan at the time of submission. For larger projects above \$1 million, bidders must submit a completed LOI for all MBE/WBE/SBE subcontractors/suppliers listed in the Goal Compliance Plan at the time of submission. The LOI for all other subcontractors can be submitted after the time of submission, but before the contract is awarded.
- These participation goals can be achieved by any company doing work for the project that is MBE, WBE, or SBE certified by a third-party certifying agency.
- If you are not able to meet the participation goals, you must submit the *Application for Program Waiver* in addition to the *Goal Compliance Plan* to demonstrate adequate good faith efforts in engaging small, minority, or women-owned companies.
- If you plan to perform 100% of the work yourself, you must submit the *Goal Compliance Plan* and indicate this in the self-performance section in addition to submitting an *Application for Program Waiver*.
- Preference is not given to proposals based on their ability to meet the project goals or their choice to use the Application for Program Waiver. The Goal Compliance Plan and the Application for Program Waiver are evaluated for responsiveness only. For RFPs, points will not be deducted for filling out the Application for Program Waiver.
- An example of how to complete the inclusion forms can be found here: [Sample of Solicitations Inclusion Form](#) , or by visiting our website at [Economic & Community Support - Hamilton County, OH](#) and clicking on the “Sample Solicitation Insert” tab on the left side of the Home Page.

**Pre-Bid Conference
Owner-Controlled Insurance Program (“OCIP”) Summary**

1. The Board of County Commissioners, Hamilton County, Ohio (“Owner”), has arranged for the Stadium Renovation Project at Paycor Stadium (“Project”) to be insured under an Owner-Controlled Insurance Program (“OCIP”). The OCIP will insure:

Any individual, firm, or corporation undertaking construction or other services under a Contract with Owner (the “Contractor”) as well as the Contractor’s Subcontractors of any tier (together with the Contractor, the “Contractor Parties”) who will be furnishing labor, services, materials and/or equipment, and/or performing operations at the Project Site that has been Enrolled in the OCIP.
2. Certain Contractor Parties will be excluded from the OCIP and are identified in Section 3 of the OCIP Manual which is included within the Project Manual.
3. Participation in the OCIP program is **mandatory** but not automatic.
4. The OCIP provides the following insurance coverages for all Enrolled Parties:
 - General Liability
 - Excess Liability
 - **There is no Workers Compensation under the OCIP.**
5. Bidders should promptly notify its insurance broker/insurer(s) of the coverages provided under this OCIP for “On-Site” activities to avoid the duplication of coverage and the related costs.
6. **Each Bidder is required to exclude from its bid price its normal cost for insurance coverage.**
7. The OCIP Manual is a part of the bid specifications and Bidders are expected to be familiar with the requirements prior to submitting its bid. In addition, the OCIP Manual will be incorporated by reference into the successful bidders awarding Contract and accordingly, all provisions require mandatory compliance.
8. Contractor Parties shall not commence work at the Project Site until:
 - a) If enrolled under this OCIP, having received a certificate of insurance issued by Alliant Insurance Services (“OCIP Administrator”), or
 - b) If excluded under this OCIP, having provided a certificate of insurance as required in the OCIP Manual.
9. On or before the deadline set forth in the ITB, Bidders shall submit all questions related to the OCIP Program via email to: purchasing@hamiltoncountyohio.gov. Bidders must include the Project Name and ITB number on its written request.

NOTE: Insurance coverages and limits provided under the OCIP Insurance Policies are limited in scope and are specific to work performed after the inception date of enrollment into the Program. Your insurance representative should review this information. Any additional coverage you may wish to purchase will be at your option and expense.

BID FORM

ACKNOWLEDGMENT OF BIDDER:

Submitted by: _____
(enter company name here)

TO: The Board of County Commissioners, Hamilton County, Ohio
 Hamilton County Purchasing Department
 138 East Court Street, Room 507
 Cincinnati, Ohio 45202

We, the undersigned, having visited the site, carefully studied the local conditions affecting the cost of the work, and having thoroughly examined the Bidding Documents, consisting of the Instructions to Bidders, this Proposal Form, Bonding Requirements, Minority, Women, and Small Business Enterprise Program, Contract Form, General Conditions, Technical Specifications, Drawings, and Addenda for the Project titled:

**Paycor Stadium General Admission Seat Replacement
Project
ITB#028-26
TC-01 Demolition and TC-02 Seating**

prepared by KZF., 700 Broadway, Cincinnati, Ohio 45202, for the Board of County Commissioners, Hamilton County, Ohio, do hereby propose to perform all work required to be performed, and to provide and furnish equipment, transportation services, and temporary installations necessary to perform and complete, in a workmanlike manner, such items of work hereinafter designated by and for the sum of money set forth for said items.

ACKNOWLEDGMENT OF ADDENDA:

The undersigned acknowledges receipt of the following Addenda to the Contract documents (indicate Addendum Number and Issue Date):

Addendum No. _____ Date: _____ Page(s): _____

Addendum No. _____ Date: _____ Page(s): _____

Addendum No. _____ Date: _____ Page(s): _____

Addendum No. _____ Date: _____ Page(s): _____

Addendum No. _____ Date: _____ Page(s): _____

A. BIDDER AGREEMENTS:

The undersigned Bidder Agrees:

1. To accept the provisions of these Instruction to Bidders, Supplementary Instructions to Bidders, General Conditions, and Division 1 of the Specifications.
2. To provide and include a Bid Guaranty and Contract Bond as dictated in the Legal Advertisement.
3. To accept the provisions and provide all required documents contained within the Minority, Women, and Small Business Enterprise Program.
4. That the amounts stated in this Proposal Form represents the entire cost of the work. The completion time stated represents the entire time for performance of the work. The amount bid includes allowances for all fees for permits, taxes and insurance required or applicable to the work. That no claims will be made for any increases in wage scales or material costs.
5. To certify that this bid is genuine not sham or collusive or made in the interest or in behalf of any person not herein named, and that the undersigned has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding and that the undersigned bidder has not in any manner sought by collusion to secure for himself and advantage over any other bidder.
6. And certifies that (we) (he) (they) (has) (have not) previously performed work subject to the President's Executive Order No. 11246.
7. That this bidder will comply with all City, State, and Federal Statutes relating to Liability Insurance, Working Hours, Minimum Wages, Safety and Sanitary Regulations, which in any way may affect those engaged or employed on the work in the event that the award of the Contract is made on the Proposal hereinsubmitted.
8. That the bidder will comply with any new laws or acts regulating public buying procedures.
9. Refer to additional instructions for bidder registration process (See Registration Form within the Legal Advertisement Packet).

BID FORM STIPULATIONS:

1. The wording of this proposal shall be used throughout, without damage, alteration or addition. Any change in wording may cause it to be rejected.
2. Include all required forms.
3. Bid amounts shall be provided in both words and figures. The worded amount shall govern in the case of discrepancies or in cases of error in extending the total amount of the bid, the unit price may govern.
4. In the event that qualified bidders submit equal bids (to the penny) and are deemed the lowest and best bidders for that trade's bid, those bidders agree to let the County award the contract to the bidder selected by the current "tied bid" procedures used by the Hamilton County Purchasing Department.
5. A Base Bid must be submitted prior to bidding Alternates Bid unless noted otherwise in the Bid Form.

6. The Board of County Commissioners reserves the right to reject any or all bids and, unless otherwise specified by the bidder, to accept any item in the bid.

C. ALLOWANCES:

The County may after the bids are opened add an allowance to the contract at its own discretion. This allowance shall be added to the contract and so denoted in the contract in section 4.3. Any allowances added by the County shall be for incidentals associated with this project. If unused, during the project all allowance monies shall be returned to the County at the end of the project or at the County's request.

A. General:

1. Work related to cash allowances will be performed on a time and material basis. The Contractor shall furnish and certify daily detail records of all labor and materials provided.
2. If the cost to complete the work is less than the cash allowance, a deduct Change Order will be prepared by the County for the cost difference.

B. Cash Allowance Items:

1. Trade Contract TC-01 Demolition No.1: \$100,000
2. Trade Contract TC-02 Seating No.2: \$200,000

D. AWARDING:

The selection process includes but is not limited to:

1. The rules and laws set forth in the Ohio Revised Code for Public Bids.
2. The bidder submitting the Lowest and Best Bid per Ohio Revised Code.
3. The lowest accepted Base Bid and "Accepted" Alternate combination.
4. The bidder best meeting all required specifications.
5. Review of the required forms submitted by the Bidder at the time of the Bid Opening in compliance with the Minority, Women, and Small Business Program.
6. Substitutions not approved prior to the bid opening cannot be used in the determination of the Lowest and Best Bid Determination.
7. Substitutions will not be used in determining Lowest and Best Bids.
8. If Hamilton County and the bidder are unable to successfully come to terms regarding the bid and subsequent contract, Hamilton County reserves the right to terminate contract discussions with the bidder(s) and select the next apparent low bidder.

Hamilton County reserves the right to:

1. Reject any or all bids.
2. Waive any informality in the bids.
3. Eliminate conditions or terms that are not in the best interest of Hamilton County and its residents.

E. ADDITIONAL BID REQUIREMENTS:

Bidder shall review the Legal Advertisement for project timeline, pre-bid meeting information, bidding registrations, and addendum notifications.

Bidder shall review the Summary of Work for work hours, length of project, permitting requirements, contractor and sub assignments, and prime contract arrangements (single vs multiple contracts).

Bidder shall assume that No Asbestos removal or remediation is required on this project. Any contractor suspecting asbestos shall stop work immediately and report suspicious areas to the Owner. The owner shall be responsible for removing any asbestos discovered or targeted for removal in this project.

F. BID PROPOSALS:

Bidder's Name: _____

Each bidder is required to fill out all entries in the proposal section. Enter "NO BID" where no bid will be entered for this proposal.

BASE BID

TC-01 Demolition

(Includes \$100,000 Cash Allowance)

TOTAL COST (LUMP SUM): _____ (in numbers)

the worded amount shall govern (in words)

For reference only provide a breakdown of the total prices listed in the Base Bid. This breakdown is solely a reference tool to be used by the County and shall not enter into the determination of the winning bidder for this project. The summation of the lines below should equal your total price listed above.

- General Contractor Material: \$ _____ (in numbers)
- General Contractor Labor: \$ _____ (in numbers)
- Mechanical Material: \$ _____ (in numbers)
- Mechanical Labor: \$ _____ (in numbers)
- Electrical Material: \$ _____ (in numbers)
- Electrical Labor: \$ _____ (in numbers)
- Project Management: \$ _____ (in numbers)
- Allowance: \$ _____ (in numbers)

The summation of these lines should equal the Total Cost above.

BASE BID

TC-02 Seating

(Includes \$200,000 Cash Allowance)

TOTAL COST (LUMP SUM): _____ (in numbers)

_____ (in words)

the worded amount shall govern

For reference only provide a breakdown of the total prices listed in the Base Bid. This breakdown is solely a reference tool to be used by the County and shall not enter into the determination of the winning bidder for this project. The summation of the lines below should equal your total price listed above.

- General Contractor Material: \$ _____ (in numbers)
- General Contractor Labor: \$ _____ (in numbers)
- Mechanical Material: \$ _____ (in numbers)
- Mechanical Labor: \$ _____ (in numbers)
- Electrical Material: \$ _____ (in numbers)
- Electrical Labor: \$ _____ (in numbers)
- Project Management: \$ _____ (in numbers)
- Allowance: \$ _____ (in numbers)

The summation of these lines should equal the Total Cost above.

ALTERNATES:

Provide Schedule of Alternates for the following:

A. TC01 Demolition

- 1. **Deduct:** Do not remove the North End Zone seats Deduct \$ _____
- 2. **Base Bid:** On-site or Off-site sale of removed items or materials is not permitted. Scraping of iron stanchions is permitted.
Alternate: Add to retain salvage rights and permission to sell demolished material.
Add \$ _____
- 3. **Add:** Remove & Recycle seats; no salvage rights-seats must be destroyed
Add \$ _____

B. TC02 Seating Replacement

- 1. Provide the latest date possible for the Bengals to decide when to proceed with the North Endzone seats and still meet the bid schedule Date: _____
- 2. **Deduct:** Do not install the North End Zone seats Deduct \$ _____
- 3. **Add:** 903 cupholders at Handicap seating Add \$ _____

G. SUBSTITUTIONS – No substitutions

Bidder's Name: _____

All Prime Contractors hereby acknowledge and accept all responsibilities assigned to them by the General Conditions, Minority, Women, and Small Business Program, and Division One of the Specifications. All fees for supervision and coordination are included in the bids.

Bids submitted by virtue of this Proposal hereby are acknowledged by the Owner to be made under the conditions that the Bidder will not be prevented, on account of strikes or other disruptions affecting source of supply, from obtaining materials necessary to carry out his contract to complete the construction covered thereby.

It is understood and agreed by the undersigned that the Owner reserves the right to reject any and all bids.

It is agreed that this Proposal shall be irrevocable for a period of Sixty (60) days after receipt of same by the Owner at the Day and Place set forth in the "Legal Advertisement".

We have read and agree to the terms listed above.
(check here)

Firm Name: _____

Corporation Partnership Sole Proprietorship *(check one)*

Authorized Offerror *(print name)*: _____

Authorized Signature *(sign name)*: _____

Title: _____

Official Address: _____

E-mail Address: _____

Telephone Number:

SECTION 01 23 00 - ALTERNATES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for alternates.

1.2 DEFINITIONS

- A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the bidding requirements that may be added to or deducted from the base bid amount if Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.
- B. Alternates described in this Section are part of the Work only if enumerated in the Agreement.
- C. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternate into the Work. No other adjustments are made to the Contract Sum.
- D. Work not specifically identified or reasonably inferable as being part of an Alternate shall be considered as being in the base scope of the project.
- E. Unless otherwise indicated, each Alternate shall be considered to include all costs necessitated by its acceptance, including, but not limited to labor, material, delivery, storage, handling, supervision, tools, equipment, taxes, compliance with Division 1 General Requirements, and construction facilities and administration associated with the Alternate.
- F. The Subcontractor shall fully investigate each proposed Alternate and understand each Alternate's effect on the overall Work. Work which, by virtue of acceptance of the Alternate, will be necessary in order to provide a complete and proper installation shall be considered as being part of that Alternate, whether indicated or not. Likewise, work, which is made unnecessary by acceptance of the Alternate, shall be considered as being deducted from the base Work, even if not specifically indicated as such.

1.3 PROCEDURES

- A. Coordination: Revise or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.
 - 1. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.

- B. Notification: Immediately following award of the Trade Contractor's Subcontract, notify each party involved, in writing, of the status of each alternate. Indicate if alternates have been accepted, rejected, or deferred for later consideration. Include a complete description of negotiated revisions to alternates.
- C. Execute accepted alternates under the same conditions as other work of the Subcontract.
- D. Schedule: A schedule of alternates is included at the end of this Section. Specification Sections referenced in schedule contain requirements for materials necessary to achieve the work described under each alternate.

PART 2 - SCHEDULE OF ALTERNATES

2.1 Provide Schedule of Alternates for the following:

A. TC01 Demolition

- 1. **Deduct:** Do not remove the North End Zone seats Deduct \$ _____
- 2. **Base Bid:** On-site or Off-site sale of removed items or materials is not permitted. Scraping of iron stanchions is permitted.
Alternate: Add to retain salvage rights and permission to sell demolished material.
Add \$ _____
- 3. **Add:** Remove & Recycle seats; no salvage rights-seats must be destroyed
Add \$ _____

B. TC02 Seating Replacement

- 1. Provide the latest date possible for the Bengals to decide when to proceed with the North Endzone seats and still meet the bid schedule **Date:** _____
- 2. **Deduct:** Do not install the North End Zone seats Deduct \$ _____
- 3. **Add:** 903 cupholders at Handicap seating Add \$ _____

END OF SECTION 01 23 00

