

BOARD OF COUNTY COMMISSIONERS WARREN COUNTY, OHIO

406 Justice Drive, Lebanon, Ohio 45036 www.co.warren.oh.us commissioners@co.warren.oh.us

Telephone (513) 695-1250 Facsimile (513) 695-2054

TOM GROSSMANN SHANNON JONES DAVID G. YOUNG

AWARD THE BID AND ENTER INTO CONTRACT WITH JACOBS TELEPHONE CONTRACTORS, INC., FOR THE ARMCO PARK FIBER OPTIC PROJECT

WHEREAS, bids were closed at 9:15 a.m., May 28, 2019 and the bids received were opened and read aloud for the Armco Park Fiber Optic Project and the results are on file in the Commissioners' office; and

WHEREAS, upon review of such bids by Paul Kindell, Director of Telecommunications, Jacobs Telephone Contractors, Inc. has been determined to be the lowest and best bidder; and

WHEREAS, all documentation, including performance bonds, insurance certificates, etc., has been submitted by the contractor; and

NOW THEREFORE BE IT RESOLVED, to award the bid be to Jacobs Telephone Contractors, Inc.; and

BE IT FURTHER RESOLVED, to enter into contract with Jacobs Telephone Contractors, Inc., for a total contract price of \$99,000.00; as attached hereto and made a part hereof.

Mr. Young moved for adoption of the foregoing resolution being seconded by Mr. Grossmann. Upon call of the roll, the following vote resulted:

Mrs. Jones – yea Mr. Grossmann – yea Mr. Young – yea

Resolution adopted this 9th day of July 2019.

BOARD OF COUNTY COMMISSIONERS
Laura Lander Denuty Clerk
Laura Lander, Deputy Clerk

KH\

cc: c/a—Jacobs Telephone Contractors, Inc.

Telecom (file) OMB Bid file



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SHANNON JONES
DAVID G. YOUNG

BID OPENING

May 28, 2019

BID OPENING - ARMCO PARK FIBER OPTIC PROJECT

Bids were closed at 9:00 a.m. this 28th day of May and the following bids were received, opened and read aloud for the Armco Park Fiber Optic Project for the Warren County Telecommunications Department:

CTS Construction Inc.	w/o-\$ 102,535.06
	w/- \$122,121.31
Team Fishel	w/o-\$ 107,121.11
	w/- \$167,423.53
Apachi Networks	w/o-\$ 78,700.00
	w/- \$101,800.00
Jacobs Telephone Contractors Inc.	w/o-\$ 89,000.00
	w/- \$ 99,000.00

Paul Kindell, Telecommunications Director will review bids for a recommendation at a later date.

cc: Bid File OMB Telecom (file)

PLAN HOLDERS LIST

Armco Park Fiber Optic Project

Individuals or companies can be added to the plan holders list by contacting Kiana Hawk at kiana.hawk@co.warren.oh.us

Name	Company	Phone Number	E-mail Address
Laura Rider	Glenwood	859.485.3700	lsb@glenwoodelectric.com
	Electric, Inc.		
Eric McCafferty	Uptime	513.256.2221	emccafferty@uptimeunlimited.net
	Unlimited, LLC		
Jim Beers	Spectrum	937.396.8601	Jim.beers@charter.com
	Enterprise		_

WARREN COUNTY OHIO

REQUEST FOR SEALED BIDS

Armco Park Fiber Project April 9, 2019



TABLE OF CONTENTS

A)	Proposal Price Bid Sho	eet
B)	Exception Sheet	
C)	Bidder Identification	
D)	Tentative Project Sche	dule
E)	Invitation to Bidders	
F)	General Instructions to	Bidders
G)	General Requirements	
H)	Contract Terms and C	onditions
I)	Project Description	
J)	Pre-Bid Conference	
K)	Questions and Answer	rs ·
L)	Bid Guaranty	
M)	Affidavit of Real and/o	or Personal Property Tax
N)	Verification Statement	
O)		oportunity Requirements, Bid Conditions and Ind Equal Employment Opportunity Affidavit
P)	Findings for Recovery	Affidavit
Q)	Q-2 Buildings Q-3 Pole Layout Q-4 Maps Page 35	Ball Fields
	Page 36 Page 37	Warren County Park Office, Guard Shack Guard Shack, Future Maintenance Building, Armco Park Office
	Page 38	Pavilion, Golf Pro Shop, Golf Maintenance Building
	Page 39	Pavilion, Boat Dock
	Page 40	Map to Warren County Commissioners Office

WARREN COUNTY BOARD OF COMMISSIONERS 406 JUSTICE DRIVE LEBANON, OHIO 45036 (513) 695-1250

PROPOSAL PRICE (BID) SHEET

PROJECT BID GRAND TOTAL WITHOUT SPORTS PARK CONNECTOR OPTION.

\$______

PROJECT BID GRAND TOTAL WITH SPORTS PARK CONNECTOR OPTION.

SECTION B

EXCEPTION SHEET

<u>Exceptions</u>: Exceptions to any bid specification must be clearly stated on this sheet. This sheet must be submitted with each bid. If there are no exceptions, please indicate "none" below.

1)			
2)			
8)			
9)			
10)			

SECTION C BIDDER IDENTIFICATION

ATTENTION BIDDER: Please	fill out this form and submit with your bid.
COMPANY NAME:	
CHIEF EXECUTIVE OFFICER:	
ADDRESS:	
PHONE NUMBER:	
FAX NUMBER:	
PROJECT CONTACT PERSON:	
PHONE NUMBER:	
E-MAIL ADDRESS:	
FEDERAL I.D. #:	

SECTION D TENTATIVE PROJECT SCHEDULE

The latest updates and corrections to the schedule will be provided via email for those who request updates through the Warren County Point of Contact.

April 16th, 2019 legislation passed by the Warren County Board of Commissioners authorizing the advertisement of the Armco Park Fiber Optic Project.

April 28th, 2019 advertise through the news media that Warren County is accepting bids. Bid Packets are available after this date through the Warren County Point of Contact, Paul Kindell paul.kindell@wcoh.net

May 14th, 2019, Site Visit (9am-12:00pm) & Pre-Proposal meeting.

May 21st, 2019, Last day for questions.

May 28th, 2019, 9:00 AM deadline for submittal of Bids to the Warren County Board of Commissioners.

May 28th, 2019, 9:15 AM Bid Opening.

June 4th, 2019, Warren County to notify Contractor of the award of contract on or before this date.

SECTION E

INVITATION TO BIDDERS

Separate sealed bids for the Armco Park Fiber Optic Project will be received by the Warren County Board of Commissioners at the Office of the Warren County Commissioners until 9:00 a.m., May 28, 2019 and then at said time publicly opened and read aloud in the Commissioners Meeting Room at 406 Justice Drive, Lebanon, Ohio 45036.

Bid packets may be obtained from Kiana Hawk, Warren County Commissioners Office, at kiana.hawk@co.warren.oh.us, (513) 695-1250.

Questions regarding the technical specifications should be directed to Paul Kindell, Director of Warren County Telecommunications Department, paul.kindell@wcoh.net, 513-695-1318.

Each bid shall contain the full name of each person or company submitting the bid and, be accompanied by a bid bond for the full amount of the bid or, a certified check in the amount equal to ten (10) percent of the bid.

A Bid guaranty, as required by the Ohio Revised Code, Section 153.54, shall accompany each proposal submitted, as follows:

1. A Certified check, cashiers check, or letter of credit equal to ten (10) percent of the bid. A letter of credit may only be revocable by the Owner. Upon entering into a contract with the Owner, the contractor must then file a performance bond for the amount of the contract and the bid guaranty will then be returned to the successful and unsuccessful bidders upon contract execution.

OR

A form of bid guaranty bond (attached) for the full amount of the bid. A bond is retained for the successful bidder but returned to unsuccessful bidders after the contract is executed. Attention of bidders is called to all of the requirements contained in the bid packet.

No bidder may withdraw his bid within sixty (60) days after the actual date of the opening thereof. All bids shall be properly signed by an authorized representative of the bidder.

All bids shall be sealed and plainly marked "Bid Opening – Armco Park Fiber Optic Project, May 28, 2019 @ 9:15 a.m."

Warren County reserves the right to reject any or all bids submitted, to waive any irregularities in bids, and enter into a contract with the Bidder who in Warren County's consideration offered the **lowest and best bid.**

By order of the Board	l of County C	Commissioners,	County of	Warren, S	tate of Ohio.
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Tina Osborne, Clerk	

SECTION F GENERAL INSTRUCTIONS TO BIDDERS

Bids for the Armco Park Fiber Optic Project will be received by the Clerk of the Board of Warren County Commissioners, at the office of said Board, 406 Justice Drive, Lebanon, Ohio, 45036, until 9:00 a.m., May 28, 2019.

BIDDER: To ensure acceptance of your bid, please follow these instructions:

- 1. **APPLICABLE LAWS:** The Ohio Revised Code and resolutions and procedures of Warren County, insofar as they apply to the laws of competitive bidding contracts and purchases, are made a part hereof. All laws of the United State of America, the State of Ohio, and the County of Warren applicable to the products or services covered herein, are made a part hereof.
- 2. **PRICING**: Prices should be stated in units of quantity specified in the bid document. In case of a discrepancy in computing the amount of the bid, unit prices quoted shall govern.
- 3. <u>**DELIVERY**:</u> Quotations should include all charges for delivery, packing, crating, containers, etc. Prices quoted will be considered as being based on delivery.
- 4. **SPECIFICATIONS/DESCRIPTIONS:** References to a particular trade name, manufacturer's catalog, or model number, are made for descriptive purposes to guide the bidder in interpreting the requirements of the County. They should not be construed as excluding proposals on other types of materials, equipment, and supplies. However, the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless a departure or substitution is clearly noted and described in the proposal.
- 5. **TAXES:** The County is generally exempt from Federal Excise Tax and State Sales Tax and shall not be responsible to pay Commercial Activity Tax.
- 6. <u>BID INFORMALITIES, REJECTION AND AWARD:</u> Warren County reserves the right to reject any bid which takes exception to any terms and conditions of the bid specifications; fails to meet the terms and conditions of the bid specifications, including but not limited to, the standards, specifications, and requirements specified in the bid specifications; or submits prices that Warren County considers excessive, compared to existing market conditions, or determines exceeds the available funds of Warren County.

Warren County reserves the right to reject, in whole or in part, any bid that Warren County has determined, using the factors and criteria Warren County develops, would not be in the best interest of the County.

Warren County may conduct discussions with Offeror(s) who submit a bid for the purpose of clarifications or corrections regarding the bid to ensure full understanding of, and responsiveness to, the requirements specified in the specifications.

7. **BIDDERS SIGNATURE**: Each proposal price (bid) sheet must be signed by the bidder with his usual signature. All signatures should be in full. Bids by partnership should include the names of the partners composing the partnership and must be signed by one or more of the partners in the following manner "John James Smith, D.B.A., Smith-James Company, by John James, a partner."

8. **SUBMISSION AND RECEIPT OF BIDS:**

- A. Bidders shall use the bid sheet proposal form furnished by the County on page 3 of this document.
- B. Exceptions to any bid specification must be clearly detailed on the Exception Sheet. The Exception Sheet must be completed, submitted and included with the bid sheet. If "none" is shown on the exception sheet, all items bid must be equal or superior to the original specifications.
- C. Proposals having any erasures or corrections thereon may be rejected unless explained or noted over the signature of the bidder.
- D. Bids shall be submitted in a sealed envelope clearly marked "Bid Opening Armco Park Fiber Optic Project, May 28, 2019 @ 9:15 a.m." and shall display the bidder's name and address in the upper left-hand corner of the envelope.
- 9. **SERVICE:** Service/maintenance/repairs are to be provided by the successful bidder as a warranty for a period of one year. Service during the warranty period shall be at no cost to Warren County; to include all incidental costs such as travel, mileage, hauling, etc.
- 10. **REAL AND/OR PERSONAL PROPERTY TAX AFFIDAVIT:** All bidders must complete the Real and/or Personal property tax affidavit (Section M) and submit with bid. This section should be fully completed whether or not you as a vendor/contractor own property in Warren County, Ohio.
- 11. **EEO REQUIREMENTS:** Please see Section O for requirements and Non-Discrimination and Equal Employment Opportunity Affidavit.

The Warren County Board of Commissioners will ensure that respondents to this request will not be discriminated against based on sex, race, color, creed or national origin in consideration of an award.

The Warren County Board of Commissioners retains the right to reject any or all bids, and to withdraw this solicitation at any time. The Warren County Board of Commissioners is an equal opportunity employer.

- 12. **BID GUARANTY:** A certified check, cashiers check, or letter of credit in the amount of ten (10) percent of the bid or a bid bond in the amount of one hundred (100) percent of the total bid is required to accompany all bids. A form of a bid guaranty bond is shown in Section L of this document. *The amount shall be based on the total bid with the Sports Park Connector Option included.*
- 13. **LIABILITY INSURANCE:** Vendor shall maintain in full force and effect during the term of the Contract and maintenance contract, the insurance described in this section. The insurance policies shall name the Warren County Board of Commissioners as additional insured partiers and copies of certificates shall be provided before commencing performance of the contract. Vendors insurance shall be primary coverage. The minimum acceptable limits shall be as indicated below for each of the following categories:
 - A. Commercial General Liability covering the risks of bodily injury (including death), property damage, personal injury, and advertising injury, which includes coverage for contractual liability, with a limit of not less than \$2 million per occurrence/\$4 million general aggregate;
 - B. Business Automobile Liability (owned, hired, or non-owned) covering the risks of bodily injury (including death) and property damage, including coverage for contractual liability, with a limit of not less than \$2 million per accident.
- 14. **DEADLINE FOR SUBMITTING SEALED BIDS:** Sealed bids must be received by the Clerk of the Warren County Board of Commissioners prior to 9:00 a.m., May 28, 2019. Bids shall be opened after that time. Warren County shall not accept responsibility for any delay in delivery of a bid.
- 15. **<u>LENGTH OF BINDING QUOTATIONS:</u>** All prices quoted in the bid proposal are binding for sixty (60) days from the date of opening.
- 16. WITHDRAW OF BID: A Bidder may withdraw his bid from consideration if the price bid was substantially lower than the other bids, provided the bid was submitted in good faith and the reason for the price being substantially lower was a clerical mistake as opposed to a judgment mistake and was actually due to an unintentional omission of a substantial quantity of work, labor or material made directly in the compilation of the bid. Request to withdraw such bid must be made in writing and filed with the Owner within two business days after the opening of bids and prior to the acceptance thereof. No bid may be withdrawn after it has been accepted by the Warren County Board of Commissioners.
- 17. **<u>DELAY IN COMPLETION:</u>** Any delay in project completion beyond the date stated on the bid proposal may result in liquidated damages of up to 5% at the County's discretion.
- 18. **FINAL ACCEPTANCE:** A final acceptance document may be requested once all installation and work specified in this bid document has been completed. After final acceptance, Contractor may invoice for the final balance of the contracted amount.

- 19. <u>ADVERTISEMENT:</u> An advertisement inviting bids for materials/services provided herein will appear in <u>Journal News</u> newspaper on April 28, 2019.
- 20. **PERFORMANCE BOND:** Upon acceptance of a bid, Warren County requires, as a condition to entering into a contract with the successful Bidder, faithful performance of all things to be done under the Contract and may require a performance bond as provided for under Ohio Revised Code, Section 307.89, with good and sufficient surety in an amount not to exceed the amount of the contract. (Form of Performance bond may be found under Ohio Revised Code, Section 153.57). Please note that upon execution of the Contract if a Bid Guaranty/Contract Bond was submitted with your original bid, a Performance Bond is not required.
- 21. Failure to complete and submit all required documents and attachments supplied with and/or requested in these instructions can result in a bid being considered non-responsive.
- 22. The entire bid packet shall be returned with your bid.
- 23. STATEMENT: All materials submitted become <u>public records</u> once opened and will be available to the public after the award of the contract.

SECTION G GENERAL REQUIREMENTS

With submission of a proposal, the Vendor understands and agrees to the following:

- 1. Warren County will have no financial or other legal obligation to the Vendor for the project at any time and Warren County will not have a legal obligation to the Vendor until such time as it signs a written contract approved by its legal counsel.
- 2. It shall be the responsibility of the Vendor to design, furnish, install, and test all hardware outlined in this Bid Document.
- 3. This Bid Document is intended to represent a functional description and performance criteria for the system required. The Vendor shall conduct actual system engineering and design activities that will lead to the final system configuration.
- 4. The Vendor accepts any available blueprint and/or site plans provided by Warren County as guidelines only and accepts that the plans are not guaranteed to be an accurate representation of all conditions. The Vendor shall be responsible to review site conditions and to locate and review any utility easements.
- 5. The Vendor shall provide all supervision, labor, materials, equipment, and testing instrumentation required for the work associated with this bid. Costs associated must include any overtime for pre-installation, installation, and cutover work that may occur after normal business hours. Work will need to be carefully scheduled and performed with minimal disruption to Park operations.
- 6. The Vendor shall secure all permits, inspections, and authorizations required to complete its work associated with this bid, at no additional cost to Warren County.
- 7. All equipment and installation materials required to fulfill the specifications of this bid shall be furnished and installed by the selected vendor whether or not specifically stated in the Bid Documentation. The Armco Park Fiber Project installation shall be handled as a turnkey project, inclusive of delivery, installation, and system acceptance testing.
- 8. Installation of all equipment, shall be the total responsibility of the selected Vendor. The Vendor shall have total responsibility for system compatibility and successful performance. Vendors shall verify the existing equipment rooms are sufficient for the proposed system. Any preparation and/or modifications shall be clearly outlined in the submitted proposal. Any modification of the facilities necessary for installation will be the responsibility of the Warren County Park District..
- 9. It is understood that the implementation of this project will likely take many weeks to complete. The vendor will meet with all parties involved to develop a plan and schedule for the project prior to commencement of any work.
- 10. A complete set of as-built drawings is required. As-built drawings must be submitted in a Microsoft Visio format, or other agreed upon graphic format. The vendor shall supply a digital copy of the final As-built drawings for each location at the end of the project.

SECTION H

CONTRACT TERMS AND CONDITIONS

1. GOVERNING LAWS & VENUE

If the Vendor submits standard terms and conditions with its proposal, and if any of those terms and conditions are in conflict with the laws of the State of Ohio, the laws of the State of Ohio shall govern. Vendor agrees that any action at law or in equity arising out of or relating to these Terms shall be litigated exclusively in the jurisdiction and venue of Common Pleas Court of Warren County, Ohio.

2. NON-PERFORMANCE

In the event of non-performance on the part of the Vendor (i.e., failure and/or inability to meet agreed upon deadlines or specifications as outlined herein), consequential damages will be claimed by Warren County. Warren County may terminate the Agreement and be relieved of the payment of any consideration to the Vendor should the Vendor fail to perform as required by the Agreement. In the event of such termination Warren County may proceed with the work in any manner they deem proper. The cost to Warren County shall be deducted from any sum due the Vendor under the Agreement.

3. CONTRACT COMPONENTS

The Bid, written questions, answers to questions, Vendor's proposal, and other documents associated with this proposal shall become part of the final contract.

4. PRECEDENCE OF CONFLICT RESOLUTION

In the event of a conflict, the order of precedence to resolve the conflict is as follows: Ohio State law, the terms and conditions of the signed Contract, the terms and conditions of the Bid Document, and last, the Vendor's proposal.

5. CONTRACT RESPONSIBILITIES FOR WARREN COUNTY

The Vendor shall clearly define, in writing, the expected responsibilities of Warren County during the course of the Contract.

6. FAILURE TO CONFORM

Warren County reserves the right to stop work in progress that does not conform to industry standards or does not meet manufacturer's installation criteria, or the specifications and standards set forth in this Bid Document. Warren County will report discrepancies to the Vendor in writing. The Vendor will respond to county representatives in writing within 24 hours to determine a plan of action.

7. REJECTED WORK

If work is rejected during normal inspections or at the final acceptance inspection, it will be reported to the Vendor in writing. If the Vendor does not take action to repair, remove or replace rejected material within ten (10) calendar days after receipt of written notice, Warren County reserves the right to remove and replace such work. The Vendor shall be responsible for all expenses and costs associated with this remediation work.

8. ESCALATION AND PENALTIES

Vendor shall describe escalation procedures if problems are not resolved according to these maintenance specifications. The Vendor shall detail the consideration or remediation it intends to provide Warren County in the event it does not meet these specifications.

9. CHANGES TO CONTRACT

During the course of the Contract, either party may issue requests for changes in the Contract terms. This shall take the form of a Change Order, which, if accepted by both parties, shall be executed in writing as a change to the contract, which will thereby be amended to the extent of the change, and shall be signed by authorized signatories for both parties. When, in the judgment of Warren County, a need for immediate action exists, the Vendor may be directed to proceed on a time and materials basis with the proposed change. In no event, shall changes involving extra cost to Warren County be allowed to proceed without prior written approval.

10. MATERIALS AND WARRANTIES

All materials provided under the contract must be newly manufactured and carry the manufacturers original warranty, unless otherwise specified in writing.

All materials must be unaltered and conform to the manufacturer's official published specifications. The warranty shall begin on the date of system acceptance and remain in effect for the full manufacturer's standard product warranty period. Maintenance rates shall be updated to include provisions of all offered warranties.

During the warranty period, the Vendor shall agree to repair, adjust, and/or replace (as determined by Warren County to be in its best interest) any defective materials or other parts of the system at the Vendor and/or manufacturers' sole cost. Warren County shall incur no costs for service, travel, labor, or replacement cost of parts during the warranty period.

The Vendor will be the sole point of contact with respect to warranty issues and shall provide written procedure to call for warranty service.

Vendor must provide warranty coverage information as part of final acceptance.

11. RESPONDENT AS PRIME

The respondent to this Bid shall be considered the primary Vendor and shall assume total responsibility for meeting all terms and conditions of the contract including standards of service, quality of materials and workmanship, costs and schedules.

12. SUBCONTRACTOR APPROVAL

Warren County reserves the right to approve subcontractors. The primary Vendor must agree to be responsible for the actions and quality of workmanship of the subcontractor(s).

13. SUBCONTRACTOR DISPUTES

Any dispute arising between the primary Vendor and its subcontractors or between subcontractors must be resolved without involvement of any kind on the part of Warren County and without detrimental impact on the delivery of the contracted goods and services.

14. VALID LICENSE

Only proposals from Vendors licensed to do business in the State of Ohio will be considered.

15. LEGAL COMPLIANCE

During the course of work for Warren County, Vendors, sub-contractors, and their employees are required to comply with all applicable local, State and Federal laws, codes, ordinances, and regulations. This includes but is not limited to wiring done on premises subject to inspection by authorities having jurisdiction. The Vendor shall take all required actions to comply with authorities having jurisdiction inspection requirements.

16. SAFETY CONSIDERATIONS

The Vendor shall be responsible for compliance with all relevant State and Federal workplace safety requirements to include compliance with Warren County safety directives and policies. The Vendor shall be responsible for ensuring its employees are trained in the safety procedures appropriate to assigned work.

The Vendor agrees to indemnify, defend and hold harmless the Warren County Park District, its employees, board members, and agents, Warren County, its Board of Commissioners, and employees, from any and all claims and losses accruing or resulting to any property, facilities or equipment, person, firm or corporation that may be injured or damaged by the Vendor, its subcontractors, materialmen, employees, officers, or agents in the performance of this contract. The Vendor shall provide necessary worker's compensation insurance at Vendor's own cost and expense.

17. DRUG USE POLICY

Use of illegal drugs, alcohol, or controlled substances on premises is strictly prohibited. Working on this project while under the influence of drugs or alcohol is strictly prohibited and will be grounds for removal of the offending employee from the project. **WARREN COUNTY IS A DRUG FREE WORKPLACE.**

18. HARASSMENT, DISCRIMINATION, FRATERNIZATION

Any form of harassment, discrimination, or improper fraternization with employees is strictly prohibited and will be grounds for removal of the offending employee from the project.

19. UNPROFESSIONAL BEHAVIOR

Use of profanity or other behaviors inconsistent with professionalism by Vendor or subcontractor employees will be grounds for removal of the offending employee from the project.

20. ATTIRE

All Vendor employees must be properly attired while on Warren County properties, failure will be grounds for removal of the offending employee from the project.

21. IDENTIFICATION BADGES

All Vendor employees must wear Vendor identification badges while on properties.

22. COLLECTIVE BARGAINING

Labor unions involved in any collective bargaining agreements covering any Vendors employees who will be working on premises must be specified.

23. BUILDING ACCESS

Vendor and/or subcontractor(s) shall get initial clearance from Warren County Point of Contact and the Warren County Park District before entering any building to perform work assignments.

24. SEGMENTATION OF AWARD

Should Warren County proceed with the project described in this Bid Document; the contract award will not be split across multiple respondents. A single contract for all required labor and materials will be awarded.

25. NON-COLLUSION

The Vendor shall certify his/her firm has not entered into any agreement of any nature whatsoever to fix, maintain, increase or reduce the prices or competition regarding the items covered by this bid Document.

26. CODES AND STANDARDS

It shall be the responsibility of the Vendor to identify all codes, and/or agencies having jurisdiction and governing the execution of this proposal and to insure conformance with those codes and agencies. At a minimum, the execution of this Bid and all acts of the Vendor selected to perform work described herein, shall conform with and/or follow the guidelines of the following:

- a. Federal Communications Commission (FCC)
- b. OSHA
- c. Electronic Industries Association (EIA)
- d. Telecommunications Industry Association (TIA)
- e. American National Standards Institute (ANSI)
- f. National and Local Electrical Codes, including NFPA 70
- g. BICSI Telecommunications Distribution Standards
- h. Ohio Department of Labor
- i. State and Federal Anti-Discrimination Law
- j. Others having jurisdiction

27. PROJECT MANAGEMENT.

All proposals shall provide a comprehensive project management plan and schedule for the entire project. The vendor shall provide a reasonable and attainable system installation schedule based upon major activities that will occur after the contract is awarded. This will include project and site milestones, testing, training and system implementation completion.

A Project Manager will be provided by and assigned to the project by the Vendor. The Project Manager shall act as the single point of contact for the Vendor. The Project Manager shall schedule and conduct regular project meetings with the Warren County Point of Contact to provide updates to the project. The Project Manager shall keep and distribute meeting minutes outlining the meetings including action item take a ways. The Project Manager shall keep a list of all items and issues that are being worked through during the project and the items and issues that need to be resolved in order to complete the project, i.e. a Punch List.

28. PAYMENT SCHEDULE

Payment terms will apply to the purchase of goods and services defined as part of this Contract.

Partial payments after delivery of equipment and supplies but prior to final acceptance may be made upon presentation of a properly executed invoice not to exceed 40% of the project cost.

Final payment may be requested after Final Acceptance has been granted by the County as described in Section 29 below.

Warren County will not provide a down payment as part of payment terms.

29. FINAL SYSTEM ACCEPTANCE

Once installation has been completed, performance testing shall be performed upon the system by the Vendor.

Vendor will provide Warren County with the Final Test Results for review.

A complete set of as-built drawings is required. As-built drawings must be submitted in a Microsoft Visio format, or other agreed upon graphic format. The vendor shall supply a digital copy of the final As-built drawings for each location at the end of the project.

A Final Acceptance Certificate will be issued by the County upon request when the materials, supplies, services, or equipment, documentation, test results, and work has been completed to the full satisfaction of the County.

Warren County shall accept the installed system by Warren County Board of Commissioner Resolution after receipt of a signed letter of official system certification from the Vendor that includes successful acceptance test results and is accompanied by four sets of as-built documentation.

SECTION I

PROJECT DESCRIPTION

- 1. Armco Park is located at 1223 State Route 741, Lebanon Ohio 45036
- 2. The "Armco Park Fiber Project" consists of installing fiber optic cable both aerial and buried to interconnect 9 buildings inside Armco Park with the option of installing fiber across State Route 741 into the Warren County Sports Complex, interconnecting the Armco Park Office with the Sports Complex West Concession Building. This option will be called the "Sports Park Connector"
- 3. The contractor shall utilize existing underground conduit that connects Armco Park to the Sports Park under State Route 741.
- 4. The contractor shall utilize existing poles owned by the park and directional drilling to go underground and under road ways.
- 5. The project must provide at least 3 to 6 circuits as specified per building, homing back to the Park Office and provide the backbone for future wireless internet hot spots on selected poles within the park.
- 6. The contactor shall install termination panels into existing racks at each location and fuse the fibers from the panel to the fibers runs to the other buildings.
- 7. The contractor shall test each fiber circuit in its entirety, end to end, and provide all test results to Warren County.
- 8. The contractor shall restore park grounds where disturbed by the fiber construction, including but not limited to regrading and grass seeding to return the grounds back to original condition.
- 9. The Contractor owes a duty of care to Warren County and the Warren County Park District not to encroach upon any pre-existing utility easements at Armco Park, and shall not damage, interfere or displace other utilities present.
- 10. The Counties expectation is the project from contract signing to final acceptance shall not exceed 90 days.
- 11. Warren County in the following pages has specified one method of installing the fiber network. If the bidder has an alternative solution that will accomplish the same or better results with less cost than our method, we encourage you to offer that solution using the manufacturers materials specified in this document.
- 12. If the bidder proposes an alternate method, the bidder shall list the exceptions on the exception sheet.

SECTION J PRE-BID CONFERENCE

- 1. A pre-bid conference will be held for this project on May 14th, 2019 at 9am to be held at the Armco Park Pavilion.
- 2. A site tour will be conducted immediately after.
- 3. Vendors must provide their own transportation to each location.
- 4. Warren County requires all Vendors' site visits be attended by the Warren County Point of Contact.
- 5. It is necessary for Vendors to survey for themselves the locations and conditions under which work is to be performed. Consideration for any structures or obstacles that may be encountered and all other relevant matters concerning the work to be performed. The Vendor, if awarded the contract, shall not be allowed any extra compensation because of a failure to have informed self, prior to submitting the proposal.

SECTION K OUESTIONS AND ANSWERS

- 1. It is the responsibility of the vendor to read and understand all parts of the Bid documents. All correspondence shall be via email to the Warren County Point of Contact.
- 2. All vendors must register with the County Point of Contact to be included in the question and answers email distribution list. All questions and answers, clarifications, changes in specifications, updates, and announcements will be echoed out to all that are registered on the list.
- 3. Warren County Point of Contact is Paul Kindell paul.kindell@wcoh.net
- 4. Questions asked by one Vendor will be answered and distributed to the entire email list to ensure everyone is getting the same information at the same time.
- 5. Questions received after the date/time specified in the project schedule page of this document, will not be considered.
- 6. Only questions answered by email shall be binding and no oral interpretations will be given.
- 7. If the Vendor's response is incomplete, or does not follow all Bid instructions, or does not meet specifications of any part of the Bid document, that Vendor's response may be rejected with no penalty to Warren County.

project known as:

BID GUARANTY

BID GUARANTY AND CONTRACT BOND

ARMCO PARK FIBER OPTIC PROJECT

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 to 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 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 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 null and void, otherwise to remain in full force and effect.

If the Obligee accepts the bid of the Principal and within TEN 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; and

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, materialmen, 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 benefit of any materialman 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 or in or to the plans and specifications therefore 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 to the terms of the contract or to the work or to the specifications.

SIGNED .	AND SEALED this	day of _		2019.
PF	RINCIPAL			SURETY
By:		_	By:	
Title:				Attorney-in-fact
				Surety Agent's Name and Address:

SECTION M

AFFIDAVIT OF NON-DELINQUENCY OF REAL AND/OR PERSONAL PROPERTY TAX

THIS SECTION SHOULD BE FULLY COMPLETED WHETHER OR NOT YOU AS A VENDOR/CONTRACTOR OWN PROPERTY IN WARREN COUNTY, OHIO. AFFIDAVIT

STATE OF)	
COUNTY OF) SS:)	
		being duly cautioned and sworn, states	as follows:
1.	That he is		of
		(Title)	
		(Name of Contracting Party)	
2.	That	is not presently charg	ed with any
		(Name of Contracting Party) eal and/or Personal property taxes on the general tax list operty of Warren County.	of Real and/or
		-OR-	
1.	That	is charged with deline (Name of Contracting Party)	quent
	property of V	Personal property tax on the general tax list of Real and Warren County. The amount of delinquent Real and due and unpaid including any due and unpaid penalty are described.	d/or Personal
Further, affiant	t states not.		
		Affiant	
Sworn to and s	subscribed in m	ny presence this day of 2019.	
		Notary Public	
This instrumer	nt was prepared	d by	

<u>Note to Fiscal Office</u>: If any Real and/or Personal property taxes are delinquent, you must send a copy of this statement to the Warren County Treasurer within 30 days of the date it is submitted.

WARNING: MAKING A FALSE STATEMENT ON THIS AFFIDAVIT MAY BE PUNISHABLE BY A FINE AND/OR IMPRISONMENT SECTION N VERIFICATION STATEMENT

	, a duly authorized representative
(Name)	
of the	(Company), do hereby
	npany) ted by said Company is a true and accurate bid quotation. I do as the duly authorized representative of said company, serving as the, I am authorized to submit this bid on behalf
(Title) of the above Company.	
behalf of said Company, accellinstructions and Specification I, or We, will furnish all prod Commissioners on items bid the PROPOSAL PRICE (BII thereby verify our Company is	AS the duly authorized representative of the above Company, I on ept and agree to abide by all of the conditions as set forth in the Bides. The property of the dates and the County Board of and prices will be guaranteed for the dates and/or times indicated on the County Board of the C
	Authorized Representative Title

SECTION O EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS AND BID CONDITIONS FOR WARREN COUNTY CONSTRUCTION PROJECTS AND MATERIAL PURCHASES

CERTIFICATE OF COMPLIANCE FOR EEO PURPOSES: (This section applies only to those projects that are funded with Federal and State monies)

All bidders on the project <u>shall</u> submit together with their bid, a copy of a valid Certificate of Compliance for Equal Employment Opportunity purposes contained herein.

A copy of the	Certificate	of Compliance is	s enclosed w	ith this bid	response?
Yes _	No				

BIDDER'S EEO COVENANTS:

Throughout its performance of any contract awarded to it on this project, the bidder agrees to the following covenants:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry or sex. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, national origin, ancestry or sex. Such action shall include, but is not limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- 2. The contractor will in all solicitations or advertisements for employees placed by or on behalf of the prime contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry or sex.
- 3. The contractor agrees to fully cooperate with the County, the State Equal Employment Opportunity Coordinator and with any other official or agency, or the State or Federal government which seeks to eliminate unlawful employment discrimination, and with all other State and Federal efforts to assure equal employment practices under its contract and the contractor shall comply promptly with all requests and directions from the County, the State Equal Opportunity Coordinator and any of the State of Ohio officials and agencies in this regard, both before and during construction.

- 4. Full cooperation as expressed in clause (3), above, shall include, but not be limited to, being a witness and permitting employees to be witnesses and complainants in any proceedings involving questions of unlawful employment practices, furnishing all information requested by the County and the State Equal Employment Opportunity Coordinator, and permitting access to its books, records, and accounts by the County and the State Equal Employment Opportunity Coordinator for purposes of investigation to ascertain compliance with applicable rules, regulations and orders.
- 5. In the event of the contractor's noncompliance with the nondiscrimination clauses of its contract or with any of the said rules, regulations, or orders, its contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further County construction contracts.

In the event that is contract is terminated for a material breach of EEO requirements, the contractor shall become liable for any and all damages which shall accrue to the County as a result of said breach.

6. The contractor will require the inclusion of language reflecting these same six covenants within every subcontract or purchase order it executes in the performance of its contract unless exempted by rules, regulations or orders of the State Equal Employment Opportunity Coordinator so that these provisions will be binding upon each subcontractor or vendor. The contractor will take such as the County may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in any litigation with a subcontractor, vendor or other party as a result of such direction by the County, the contractor may be requested to protect the interests of the County.

The bidder	hereby adopts	the foregoing	covenants?
Yes	No		

PLEASE NOTE: The bidder's failure to adopt the Bidder's EEO Covenants and complete the foregoing certification will cause the bidder's proposal to be rejected as being non-responsive.

CERTIFICATE OF COMPLIANCE NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY AFFIDAVIT

STATE OF)
COUNTY OF () SS:
COUNTI OF (
hain	a first duly swom dances and save that he
of _	g first duly sworn, deposes and says that he the party who made the foregoing
proposal; that such party as bidder does a applicant for employment because of race, bid and contract under this proposal, sa applicants are employed and that employee race, religion, color, sex, or national origin foregoing proposal, this party shall post no	not and shall not discriminate against any employee or , religion, color, sex, or national origin. If awarded the aid party shall take affirmative action to ensure that is are treated, during employment, without regard to their in. If successful as the lowest and best bidder under the in-discrimination notices in conspicuous places available int setting forth the provisions of this affidavit.
	by the assurances found in Section 153.54 of the Ohio with the Owner if selected as the successful bidder by the
	Signature
	_
	Affiant
	Company/Corporation
	Address
	City/State/Zip Code
Sworn to and subscribed before me this	day of, 2019.
	Notary
(seal)	

CERTIFICATE OF COMPLIANCE NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY AFFIDAVIT (SUB CONTRACTOR)

STATE OF)
COUNTY OF	SS:
COUNTY OF	
being	first duly sworn, deposes and
says that heo	of
discriminate against any employee or app sex, or national origin. If awarded the bi affirmative action to ensure that applican employment, without regard to their race, r lowest and best bidder under the foregoing	osal; that such party as bidder does not and shall not plicant for employment because of race, religion, color, and and contract under this proposal, said party shall take its are employed and that employees are treated, during religion, color, sex, or national origin. If successful as the proposal, this party shall post non-discrimination notices oyees and applicants for employment setting forth the
- · · · ·	by the assurances found in Section 153.54 of the Ohio with the Owner if selected as the successful bidder by the
	Signature
	Affiant
	Company/Corporation
	Address
	City/State/Zip Code
Sworn to and subscribed before me this	day of, 2019.
(seel)	Notary
(seal)	

SECTION P FINDINGS FOR RECOVERY AFFIDAVIT

STATE OF _ COUNTY OF	, SS:		
	, upon being ed on personal knowledge:	duly cautioned and swo	rn, hereby states the
1) of bidder) and	That he/she isauthorized to execute this affidavit; a		(name
-	That a finding for recovery has been issu resolved as defined in Ohio Revised	ed by the Auditor of Sta	te, which finding for
	Thatnresolved findings of recovery mainta [General Provisions] Section 9.24 (D	ined by the Auditor of S	s not appear in the tate pursuant to Ohio
Sworn	to and subscribed in my presence this	Affiant a day of	, 2019.
		Notary Public My Commission expires	s:

SECTION Q-1 FIBER INSTALLATION SPECIFICATION

- 1. All underground fiber shall be placed in orange innerduct with proper markings for buried fiber optic cable.
- 2. The Contractor shall furnish in all underground runs a ½ "pull tape with at least 1250 LBS tensile strength. Mule tape to include a trace wire for locating underground is required
- 3. Building entry points shall be water tight and/or be in a Conduit sleeve.
- 4. The fiber will be either self-supported to the proper load rating or lashed to a properly sized steel messenger cable.
- 5. Aerial fiber will be built back by contractor with properly rated hardware for aerial fiber on poles provided and owed by Armco Park.
- 6. There should be a 30-foot service loop at all racks.
- 7. All fiber will conform to EIA TIA 568 C standards
- 8. Testing will be Both Tier 1 and 2 with results provided to Warren County Telecommunication. Test results shall be provided in an open standard electronic format such as PDF or XLSX.
- 9. All fiber testing shall be monitored by Warren County Staff.
- 10. All fiber termination panels shall be labeled with the far end name and fibers used and the near end name and fibers used. For example, *Boat Dock 1-12 Park Office 61-72*.
- 11. A 13U, 19-inch rack has been provided and installed by the County at each location.
- 12. The Contractor is responsible for fusion splicing the fibers to a LC cartridge mounted into a patch panel.
- 13. Both the cartridge and patch panel shall be provided by the Contractor at each location.
- 14. The patch panels shall be mounted in the top of the rack provided.
- 15. The fiber used shall be equivalent to Corning T4501A20 or better.
- 16. The LC Cartridges and Patch Panels shall be Corning CCH or better.
- 17. No mechanical splices; only fusion splices will be permitted.
- 18. Only re-entry Splice Cases will be permitted.

SECTION Q-2

BUILDINGS

1. Warren County Park Office (Main Fiber Hub)

Contractor shall furnish Qty 2 - 72 fiber from the Park Office with one going to the north and one to the south from the park entrance at pole 3.

2. Guard Shack

Contractor shall furnish 6 fiber single mode outdoor armored fiber built back to Warren County Park Office on the north bound 72 fiber cable at pole 4.

3. Armco Park Office.

Contractor shall furnish a 12-fiber single mode outdoor armored fiber built back to Warren County Park Office on the north bound 72 fiber cable at pole 4.

4. Park Maintenance Building (Future Building)

Contactor will leave 12 fiber at Pole 4 to be built back to Warren County Park Office on the north bound 72 fiber cable for a future park maintenance building at pole 4.

5. Baseball Concession Stand.

Contractor shall furnish a 12-fiber single mode outdoor armored fiber built back to Warren County Park Office on the north bound 72 fiber cable at pole 7.

6. Golf Pro Shop

Contractor shall furnish a 12-fiber single mode outdoor armored fiber built back to Warren County Park Office on the south bound 72 fiber cable at pole 1.

7. Golf Maintenance Building

Contractor shall furnish a 12-fiber single mode outdoor armored fiber built back to Warren County Park Office on the south bound 72 fiber cable at pole 1.

8. Pavilion

Contractor shall furnish a 12-fiber single mode outdoor armored fiber built back to Warren County Park Office on the south bound 72 fiber cable at pole 1.

9. Boat Dock

Contractor shall furnish a 12-fiber single mode outdoor armored fiber built back to Warren County Park Office on the south bound 72 fiber cable at pole 1.

The rack at this location is a swing gate style and should be able to swing open upon completion of fiber.

10. Sports Park Connector (OPTIONAL)

Contractor shall furnish a 24-fiber single mode outdoor armored fiber built back to Warren County Park office in dedicated innerduct from the existing conduit that runs under SR741.

The Contractor shall provide new innerduct to be ran from the Armco Park Office to an existing conduit under State Route 741 on the Armco Park side. The conduit runs continuously to the West Concession Stand inside the Sports Park.

The Contractor shall install the termination panel into the existing rack in the Sports Park Concession Stand.

Bidder will include the price of optional item #10 "Sport Park Concession Stand" on the "With Sport Park Option" line on the page 3 cost sheet. Warren County may elect to add on the optional location or opt out.

SECTION Q-3

POLE LAYOUT

Pole #1- A Splice Case shall be located here and provided by Contractor with 12 fibers going to the Boat Dock, 12 to the Pavilion, 12 to the Maintenance Building, 12 to the Pro Shop aerial and 12 Dark fibers that home back to the Armco Park Office for future use.

Pole #2- Splice case provided by the Contractor with 12 Dark fibers that home back to the Armco Park Office for future use.

Pole #3- Feeds from Warren County Park Office Shall be Attached to this pole and transition from underground to Aerial from here.

Pole #4- Splice Case located here provided by Contractor with 12 fibers going to Armco park Office buried in orange innerduct, 18 dark fibers that home back to the Armco Park Office for future use and 6 fibers to the Guard Shack aerial.

Pole #5- Splice Case provided by Contractor with 6 dark fibers that home back to the Armco Park Office for future use.

Pole #6- Splice Case provided by Contractor with 6 dark fibers that home back to the Armco Park Office for future use.

Pole #7- Splice Case located here provided by Contractor with 12 fibers to Concession Stand and 12 Dark fibers that home back to the Armco Park Office for future use.

NOTE: NOT ALL POLES ARE NUMBERED, ONLY THE POLES WITH SPLICE CASES OR TRANSITION TO UNDERGROUND ARE PAINTED ON THE POLES IN THE PARK.

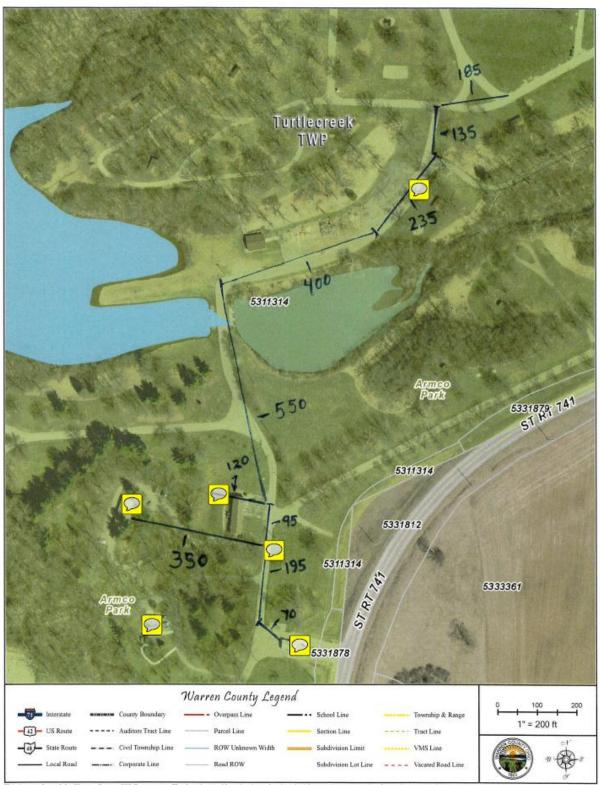
SECTION Q4 MAPS



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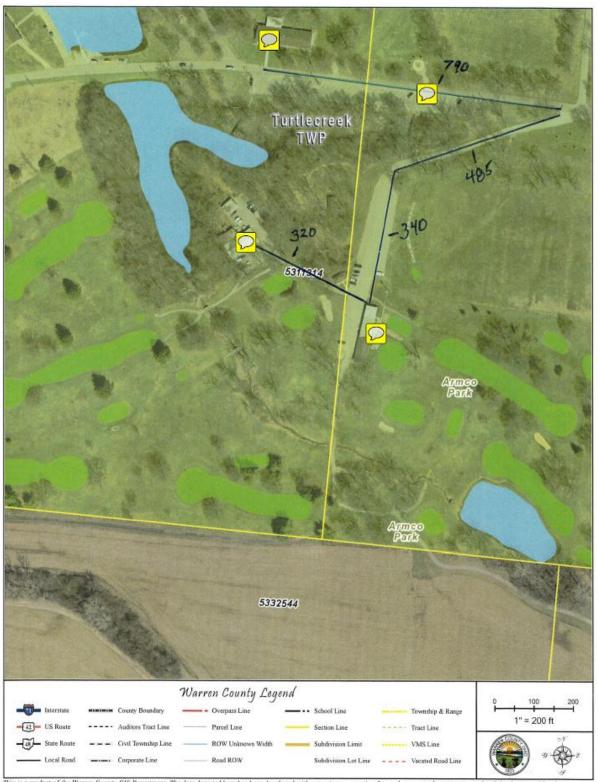
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-[23]

63

[3]

IONROE

SPRINGBORO

[3]

CLEARCREE

MARWBELC

SOUTH LEBANON

MAINEVILLE

DIRECTIONS FROM INTERSTATE HIGHWAYS 71 & 75 TO

COUNTY ADMINISTRATION BUILDING

73 WAYNESVILLI

55

MORROW

42

PLEASANT PLAIN

HARVEYSBURG





TRI-STATE REGION COUNTIES



FROM INTERSTATE 75:

- Take Monroe / Lebanon Exit 29,
- Head East on S. R. 63 into Lebanon,
- Turn right onto East Street,
- · Turn left onto Justice Drive,
- · Turn left into parking lot,
- At first driveway on left.

- FROM INTERSTATE 71:

 Take Lebanon / South Lebanon Exit 28,

 Head North on U. S. 42 / S. R. 48 Bypass
- Turn left onto Cook Road at traffic light,
- Turn at first right onto Justice Drive,
- Turn right at first street on right,
- Then left into parking lot at first left.





🎥 Map Prepared By: Warren County Regional Planning Commission

ADVERTISEMENT FOR BIDS

Sealed bids will be received by the Clerk of the County Commissioners, Warren County, Ohio, 406 Justice Drive, Lebanon, Ohio, until 9:00 a.m., May 28, 2019 and then at said time bids will be opened and read aloud for the Armco Park Fiber Optic Project.

Bid documents and specifications are available online at the Warren County's Website at http://www.co.warren.oh.us/commissioners/Resources/Bids/Default.aspx. Questions regarding the technical specifications should be directed to Paul Kindell, Director of Warren County Telecommunications Department, at (513) 695-1318. Each bid shall contain the full name of each person or company submitting the bid and be accompanied by a bid bond for the full amount of the bid or a certified check in the amount equal to ten (10) percent of the bid.

This notice is posted on the Warren County Government internet site. The Warren County Government Web Site can be accessed by logging onto the internet and typing in the following address http://www.co.warren.oh.us/commissioners/Resources/Bids/Default.aspx. To access bid project information, under the "Your Government" heading click on the "Board of Commissioners" tab, then click on the "Bid Projects" tab and choose the project you wish to obtain information about. Please contact the Warren County Commissioners (513) 695-1250 if you have trouble with this procedure or if you need additional information on accessing bid project information on our web site.

Please be aware that if you are downloading this document to bid this project, and in order to stay updated on any change, please email Kiana Hawk in the Commissioners Office at kiana.hawk@co.warren.oh.us with your contact information.

The Board of Warren County Commissioners reserve the right to accept the lowest and best bid, to reject all bids, and to waive any irregularities in bids.

By order of the Board of County Commissioners, Warren County, Ohio.

Tina Osborne, Clerk	