

INVITATION TO BID

Bid Number 31015-F



The Virginia's Region 2000 Local Government Council seeks a new radio communications tower at the Lynchburg Water Treatment Plant located at 525 Taylor Street in Lynchburg, Virginia.

Project Description:

Virginia's Region 2000 Local Government Council ("Region 2000") is in the process of upgrading the regional emergency communications system utilized by the Counties of Amherst and Bedford and the City of Lynchburg,

A new 40' radio communication tower is to be erected and installed on the rooftop of the Water Treatment Plant, also known as the Filtration Plant. The remnants of the old radio tower are to be de-installed. If necessary, a new tower base is to be constructed and installed on the rooftop as a means of attaching the tower to the rooftop.

This Invitation to Bid consists of this cover sheet plus

- Appendix 1 - General Terms and Conditions
- Appendix 2 – General Bid Submission Provisions
- Appendix 3 –Filtration Plant Tower Specification and Scope of Work
- Appendix 4 – Structural Analysis Report (#A39414-0002 R1) by Paul J. Ford and Company
- Appendix 5 - Harris' Site Grounding and Lightning Protection Guidelines (Installation Manual AE/LZT 123 4618/1 Rev. D)

CONTRACT IDENTIFICATION AND NUMBER:

Filtration Plant Tower Erection Bid: 31015-F

THIS BID IS TO BE SUBMITTED TO:

Virginia's Region 2000 Local Government Council
828 Main Street, 12th Floor
Lynchburg, VA 24504

THIS BID IS ON BEHALF OF:

Virginia's Region 2000 Local Government Council
Region 2000 Radio Communications Board
828 Main Street, 12th Floor
Lynchburg, VA 24504
Attn: Mr. Gary Christie

THIS BID IS DUE ON OR BEFORE:

3 PM, March 10, 2015. Sealed bids may be submitted to the address above. Please mark the package "Filtration Plant Tower Erection Bid - 31015-F".

ADDITIONAL CONDITIONS:

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with Region 2000 in the form included in the Contract Documents to complete all Work specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Instructions to Bidders. This Bid will remain open for ninety days after the day of Bid opening. BIDDER will sign the Agreement and submit along with any other documents required by the Contract Documents within fifteen days after the date of OWNER's Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
 - a. BIDDER has examined copies of all the Contract Documents and of the appendices.
 - b. BIDDER has examined the site and the locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as BIDDER deems necessary;
 - c. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or a corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over OWNER.
 - d. BIDDER will complete the Work for the Lump Sum Price of – (See Page 7).
 - e. BIDDER agrees that the Work will be substantially complete within the following number of calendar days from award of contract – (See Page 7).

4. Optional Pre-bid Site Inspections

Optional pre-bid site inspections will take place on Thursday, February 19, beginning at 11 a.m. starting at 525 Taylor Street in the City of Lynchburg, Virginia. Bidders are asked to contact the Region 2000 at 434-845-3491 to let us know you plan to attend and provide contact information.

Region 2000 Filtration Plant Tower Replacement

5. The Contractor(s) shall maintain the following insurance coverages:

Type of Insurance:

Worker's Compensation	Statutory
Commercial General Liability	\$1,000,000 each occurrence-bodily injury and property damage \$2,000,000 general aggregate
Contractual Liability	\$1,000,000 each occurrence
Completed Operations And Products Liability	\$2,000,000 aggregate
Vehicle Liability	\$1,000,000 each accident-bodily injury and property damage

The Contractor(s) shall be responsible for all costs of insurance maintained pursuant to this Agreement. The Contractor(s) shall provide Region 2000 with a satisfactory Certificate of Liability Insurance (included with the bid submission) that shows the insurance coverage listed above is in effect.

The insurance required hereunder shall be primary, and any insurance or self-insurance maintained by Region 2000 shall be in excess of and shall not contribute with any insurance providers to the contractor under this Agreement. Any deductibles or self-insured retentions applicable to required coverage shall be paid by the contractor, and Region 2000 shall not be required to participate therewith. The contractor waives all rights of subrogation against Region 2000 that exist now or in the future relative to the insurance coverage provided under this Agreement.

The failure of the contractor to pay all insurance premiums when due and payable shall be grounds for the immediate termination of this Agreement by Region 2000.

6. Communications concerning this Bid shall be addressed to;

Gary Christie, Executive Director
Virginia's Region 2000 Local Government Council
828 Main Street
12th Floor
Lynchburg, VA 24504
gchristie@region2000.org

Questions and answers will be posted on the Radio Board's website,
www.region2000.org/radioboard

7. ACCEPTANCE AND REJECTION: Region 2000 reserves the right to reject any or all bids, to accept bids in whole or in part (unless otherwise indicated by bidder), to

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waive any informalities in bids received, to accept bids on materials or equipment with variations from specifications where efficiency of operation will not be impaired, and to award bids to best serve the interest of Region 2000.

8. BIDDING PROCEDURE:

- a. **Submit the original and one (1) duplicate sets of the bid response sheet, references and product descriptions.**
 - b. **Submit three (3) references and names of any subcontractors on the project.** Subcontractors may not be substituted without prior approval of the Region 2000.
 - i. Describe the improvements that are proposed and include any appropriate manufacturers information and description.
 - ii. Submit a construction schedule.
 - iii. Provide information about the company submitting the bid.
 - c. All bids submitted shall have included in the price the cost of any business or professional licenses, and permits or fees required by the local, state or federal government.
 - d. All bids must be signed in order to be considered. If the bidder is a firm or corporation, the bidder must show the title of the individual executing the bid.
 - e. Bids must be sealed and labeled on the outside of an envelope or package to show the Bid Number 31015-F.
 - f. If unable to bid, please sign and return the bid response form by return mail, advising reason for not submitting bid.
 - g. All forms, blanks and questions must be completed. Failure to do so may be cause for rejection of bid.
 - h. Region 2000 will neither accept oral bids nor accept bids received by telephone, fax, or electronically. Unless otherwise specified, bidders are to use the Bid Response Form, attached.
 - i. Bids received after the due date and time will be deemed unresponsive and returned to the bidder unopened. Bidders are responsible for insuring that their bids are stamped by Region 2000 personnel by the deadline indicated.
 - j. In the event the Region 2000 offices are closed due to inclement weather and/or emergency situations at the time set aside for the advertised bid opening, the opening date will default to the next open business day at the same time and location.
 - k. No bid shall be altered or amended after the specified time for opening.
9. **Bid Bond:** A 5% bid bond is required. Each bid shall be accompanied by a bid bond with surety satisfactory to the Region 2000 attorney or a cashier's check or a certified check, made payable to the Virginia's Region 2000 Local Government Council. **Personal and company checks are not acceptable as Bid Bonds.** Bids received without a bid bond shall be rejected. The Bid Bond will be forfeited as liquidated damages if the successful bidder fails to provide a required Performance Bond or fails to honor their bid. Cashier's checks and certified checks submitted as Bid Bonds will be returned to unsuccessful bidders; surety bonds will be retained. Surety bonds must be issued by a surety company authorized to do business in Virginia. See Appendix I, item 11.

10. BID ACCEPTANCE PERIOD: Any bid in response to this solicitation shall be binding for ninety (90) days from the date of opening, unless extended by mutual consent of the parties.

11. PRICES: A total sum price is requested, but unit and extended prices should also be given. Failure to do so may cause bid not to be considered. In case of error in extension of prices in the bid, the unit prices shall govern.

12. AWARD CRITERIA: In order to be considered for an award of contract, a bid must comply with the specifications as set forth in the tower structural analysis report contained in Appendix 4 and the additional tower requirements as set forth in Appendix 3, and must comply with the submission requirements of this Invitation to Bid. If an award is made pursuant to this Invitation to Bid, the award shall be made by Region 2000 to the lowest responsive and responsible bidder or bidders, as applicable, on a per item basis, group of items, or grand total bid, whichever is in the best interests of the Region 2000. The Region 2000 reserves the right to enter into any contract deemed to be in its best interest, including the award of multiple contracts.

a. The lowest responsive bidder(s) may be required to furnish a contractor qualifications statement, to include additional references, prior to any such award. Region 2000 may contact all references furnished by bidders. The right is further reserved by the Region 2000 to contact references other than, and/or in addition to, those furnished by the bidder. If, in the sole opinion of the Region 2000, a bidder is determined to be non-responsible as a result of any investigation conducted by or for the Region 2000, award will not be made to that bidder.

b. Region 2000 reserves the right, at its option, to conduct on-site inspections of any bidder's facilities prior to award. The results of any such inspection will be considered by Region 2000 in determining bidder's capabilities of successfully administering the contract.

c. Results of product testing, if any, may be used by Region 2000, among other factors, in determining bidder's ability to responsibly perform the service sought herein.

The successful bidder will receive a Purchase Order or Contract. In accordance with Virginia law, notice of award will be posted on the Region 2000's website, www.region2000.org/radioboard, and at the Region 2000 offices at 828 Main Street, Lynchburg, VA 24504. Requests for bid results must be made in writing and a self-addressed stamped envelope is required for mailing. Region 2000 reserves the right to reject any and all bids in whole or in part, to waive any informality, and to delete items prior to making an award. Bids making exceptions to terms and conditions included in this invitation may be considered, but preference may be given to those who do not make such exceptions.

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This Bid is submitted by:

(Company Name)

(Address)

(City, State, Zip Code)

(State of Incorporation)

(EIN)

(Name of Person Authorized to Sign and Title)

Authorized Signature and date

(Email and Phone Number)

Bid Pricing

Filtration Plant Tower Erection Bid Price:

Lump Sum Price

Optional FAA Dual Light Price

Calendar Days Required

**REGION 2000 LOCAL GOVERNMENT COUNCIL
INVITATION TO BID
Bid Number 31015-F**

APPENDIX 1

GENERAL TERMS AND CONDITIONS

The procurement documents, including this Appendix 1 “*General Terms and Conditions*,” to this Invitation to Bid, and the response of the bidder (**the “Contractor”**) will be incorporated into a resulting contract as fully and completely as if set forth in such contract in its entirety. The following are the general conditions that will apply to this procurement done by Virginia’s Region 2000 Local Government Council (**Region 2000**), by submission of a bid, all bidders agree to these terms and conditions.

1. General Provisions

Nothing in any resulting contract shall be construed as authority for either party to make commitments which will bind the other party beyond the scope of service contained herein. This contract is subject to appropriations by Region 2000.

2. Laws of the Commonwealth

A. Any purchase order or contract resulting from this solicitation shall be governed in all respects whether as to validity, construction, performance, or otherwise by the laws of the Commonwealth of Virginia. The Contractor providing goods or services to Region 2000 under this contract assures Region 2000 that it is:

1. Conforming to the provisions of the Civil Rights Act of 1964, as amended, the Virginia Fair Employment Contracting Act of 1975, as amended, and the Virginia Human Rights Act, as amended, where applicable;
2. Not employing illegal alien workers or otherwise violating the provisions of the Immigration Reform and Control Act of 1986;
3. Complying with federal, state and local laws and regulations applicable to the performance of the services procured; and

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4. Submitting the bid or proposal in full compliance with the Virginia Conflict of Interest Act.
- B. In every contract of over \$10,000, the Contractor agrees during the performance of this contract that:
 1. The Contractor (1) will not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor, (2) will post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, and (3) will state that the Contractor is an equal opportunity employer in all solicitations or advertisements for employees placed by or on behalf of the Contractor under this contract. All notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section;
 2. The Contractor will include the provisions of the foregoing subparagraph 2.(B)(1) in every subcontract or purchase order under this Contract of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor; and
- C. In every contract of over \$10,000, the Contractor agrees during the performance of this contract that:

The Contractor shall **A)** provide a drug-free workplace for its employees; **B)** post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in its workplace and specify the actions which will be taken against any employee for a violation; **C)** state in all of its solicitations or advertisements for employees that it maintains a drug-free workplace; and **D)** include the provisions of this sub-paragraph in every subcontract or purchase order of over \$10,000, so that said provisions shall be binding upon each subcontractor or vendor.

For purposes of this sub-paragraph, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with the provisions of the Virginia Public Procurement Act, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation,

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possession or use of any controlled substance or marijuana during the performance of the contract.

- D.** In addition to the provisions contained in sub-paragraph C. pertaining to drug-free place, Contractor shall comply with the federal Drug Free Workplace Act.
- E.** Pursuant to Section 2.2-4343.1 of the Code of Virginia of 1950, in all invitations to bid, requests for proposals, contracts, and purchase orders, Region 2000 does not discriminate against faith-based organizations.

3. Certifications

The Contractor certifies that:

- 1.** The bid or offer **(1)** is made without prior participation, understanding, agreement, or connection with any corporation, firm or person submitting a bid/offer for the same materials, supplies, equipment, or services with respect to the allocation of the business afforded by or resulting from the acceptance of the bid or proposal, **(2)** is in all respects fair and without collusion or fraud, and **(3)** is or is intended to be competitive and free from any collusion with any person, firm or corporation;
- 2.** The Contractor has not offered or received any kickback from any other bidder or Contractor, supplier, manufacturer, or subcontractor in connection with the bid/offer on this solicitation. A kickback is defined as an inducement for the award of a contract, subcontracts or order, in the form of any payment, loan, subscription, advance, deposit of money, services or anything, present or promised, unless consideration of substantially equal or greater value is exchanged. Further, no person shall demand or receive any payment, loan, subscription, advance, and deposit of money, services or anything of value in return for an agreement not to compete on a public contract;
- 3.** The Contractor is not a party to nor has he participated in nor is obligated or otherwise bound by agreement, arrangement or other understanding with any person, firm or corporation relating to the exchange of information concerning bids, prices, terms or condition upon which the contract resulting from the acceptance of his bid proposal is to be performed;

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4. The Contractor understands that collusive bidding is a violation of the Virginia Governmental Frauds Act and federal Law, and can result in fines, prison sentences, and civil damage awards and agrees to abide by all conditions of this bid; and
5. The Contractor or subcontractor has not and will not confer on any public employee having official responsibility for a procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is exchanged.

4. Warranties

Any goods or services furnished by the Contractor under the contract shall be covered by the most favorable warranties provided by the Contractor to any customer; the rights and remedies hereby provided are in addition to any and do not limit those otherwise available to Region 2000. The Contractor agrees that if such warranties are in any respect breached, the Contractor will pay to Region 2000 the full contract price agreed to by Region 2000 to be paid for the supplies, materials, equipment or services furnished under the bid or proposal.

5. Modifications, Additions or Changes

Modifications, additions or changes to these terms and conditions may not be made except in writing and agreed to by Region 2000; however, no fixed priced contract may be increased by more than twenty-five (25) percent of the amount of the contract or \$50,000 whichever is greater without the approval of Region 2000. The amount of any contract may not be increased for any purpose without adequate consideration provided to Region 2000.

6. Hold Harmless

The Contractor agrees to indemnify, defend and hold harmless Region 2000 and its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor or any services of any kind or nature provided by the Contractor, provided that such liability is not attributable to the sole negligence on the part of Region 2000 or to failure of Region 2000 to use the materials, goods, or equipment in the manner outlined by the Contractor and descriptive literature or specifications submitted with the Contractor's bid.

7. Assignment

The contract may not be assigned, sublet, or transferred without the written consent of Region 2000.

8. Default

In the case of default or breach by the Contractor or the failure of the Contractor to deliver the services in conformance with the specifications in the contract Region 2000 shall give written notice to the Contractor specifying the manner in which the contract has been breached. If Region 2000 gives such notice of breach and the Contractor has not corrected the breach within fifteen days of receipt of the written notice, Region 2000 shall have the right to immediately rescind, revoke or terminate the contract and in addition to any other remedies available at law to procure such services from other sources and hold the Contractor responsible for any and all excess cost occasioned thereby.

9. Audit

The Contractor hereby agrees to retain all books, records, and other documents relative to this contract for five years after final payment or after all other pending matters are closed, whichever is longer. Region 2000 and its authorized agents, state auditors, the grantor of the funds to Region 2000, the Comptroller of Virginia or of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audits, examinations, excerpts or transcriptions.

10. Ownership of Documents

Any reports, studies, photographs, negatives, or other documents prepared by Contractor in the performance of its obligations under any resulting contract shall be remitted to Region 2000 by the Contractor upon completion, termination or cancellation of this Contract. Contractor shall not use, willingly allow or cause to have such materials used for any purpose other than performance of Contractor's obligations under this contract without the prior written consent of Region 2000. Region 2000 shall own the intellectual property rights to all materials produced under this contract.

11. Required Bonds

A. Bid Bond

The Contractor shall furnish to Region 20000 a bid bond required under Section 2.2-4336 of the Code of Virginia in the amount of five percent (5%) of the bid.

B. Payment and Performance Bonds

In order to secure its performance of the Project, and pursuant to Section 2.2-4337 of the Code of Virginia, the Contractor shall cause to be furnished separate performance and

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payment bonds to Region 2000 in the amount of the Contract Price. The bonds shall be from the Contractor as obligor to Region 2000 as sole obligee, provided that the bonds clearly state that no default by the Contractor shall excuse the surety from any obligations the surety has to Region 2000 under the bonds. Those to be protected under the payment bond will be intended third-party beneficiaries. The bonds shall be executed by a corporate surety or corporate sureties that are reasonably acceptable to Region 2000, and duly authorized to do business in the Commonwealth. If a surety upon any bond furnished in connection herewith becomes insolvent, or otherwise not authorized to do business in the Commonwealth, then the Contractor shall promptly cause the replacement of the bond or cause equivalent security acceptable to Region 2000 to be furnished. The Contractor shall cooperate with Region 2000 in order to fulfill any reasonable requirements in connection with the financing for the Project with respect to the form of performance and payment bonds provided hereunder.

C. Other forms of security

In lieu of a bid, payment or performance bond, the Contractor may furnish a certified check or cash escrow in the face amount required for the respective bonds, subject to approval by Region 2000.

12. Required Payment

Pursuant to Section 2.2-4354 of the Code, the Contractor covenants and agrees to:

- a.** within seven days after receipt of any amounts paid to the Contractor under the Contract, (i) pay any subcontractor for its proportionate share of the total payment received from Region 2000 attributable to the work under the Contract performed by such subcontractor, or (ii) notify Region 2000 and the subcontractor, in writing, of its intention to withhold all or a part of the subcontractor's payment and the reason therefor;
- b.** provide its federal employer identification number or social security number, as applicable, before any payment is made to the Contractor under the Contract; and
- c.** pay interest at the legal rate or such other rate as may be agreed to in writing by the subcontractor and Contractor on all amounts owed by the Contractor that remain unpaid after seven days following receipt by the Contractor of payment from Region 2000 for work performed by the subcontractor under the Contract, except for amounts withheld pursuant to subparagraph 12a. above.
- d.** include in its contracts with any and all subcontractors the requirements of a, b, and c. above.

13. Liquidated Damages

The Design-Builder and the Owner recognize that time is of the essence with respect to all dates set forth in the Contract and that the Owner will suffer financial loss if the Work is not completed within the time specified in the Contract including any specified Milestone Dates, plus any time extension(s) allowed pursuant to the Contract. The Design-Builder and the Owner further recognize the difficulty of proving actual loss to the Owner in the event of a failure to achieve Substantial Completion in accordance with the date established in the Contract including any specified Milestone Dates. Accordingly, instead of requiring such proof, the Design-Builder acknowledges that the rate of the liquidated damages set forth herein is reasonable and does not constitute a penalty. The Design-Builder agrees that if Substantial Completion is not attained by the Scheduled Substantial Completion Date, the Design-Builder shall pay on demand to the Owner Two Hundred no/100 Dollars (\$200.00) per day as liquidated damages for each day that Substantial Completion extends beyond the Scheduled Substantial Completion Date. The liquidated damages provided herein shall be in lieu of all liability for any and all extra costs, losses, expenses, claims, penalties and any other damages, whether special or consequential, and of whatsoever nature incurred by the Owner which are occasioned by any delay in achieving Substantial Completion. The Design-Builder waives any defense that the liquidated damages are a penalty or do not bear a reasonable relation to the actual damages.

14. Liability Coverage

In addition to that which may be expressly stated in the procurement announcement documents prepared by Region 2000, the Contractor shall take out and maintain during the life of the Contract such bodily injury, liability and property damage liability insurance as shall protect it and Region 2000 from claims for damages for personal injury, including death, as well as from claims for property damage, which may arise from its activities under this agreement. Such insurance must be issued by a company admitted within the Commonwealth of Virginia and with at least a Best's Key Rating of at least A:V1. The Contractor shall provide Region 2000 with a certificate of insurance showing such insurance to be in force and providing that the insurer shall give Region 2000 at least 30 days' notice prior to cancellation or other termination of such insurance.

15. No Waiver

Any failure of Region 2000 to demand rigid adherence to one or more of this Agreement's provisions in the contract, on one or more occasions, shall not be construed as a waiver nor deprive Region 2000 of the right to insist upon strict compliance with the

terms of this Contract. Any waiver of a term of this Contract, in whole or in part, must be in writing and signed by the party granting the waiver to be effective.

16. Termination

Region 2000 may terminate the resulting contract for its convenience upon thirty (30) days written notice to the Contractor. The Contractor shall not be paid for any service rendered or expense incurred after receipt of such notice except such fees and expenses incurred prior to the effective date of termination that are necessary for curtailment of the Contractor's work under this contract.

17. Choice of Law

To ensure uniformity of the enforcement of this Contract, and irrespective of the fact that either of the parties now is, or may become, a resident of a different state, this Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without regard to her principles of conflicts of law.

18. Forum Selection

The parties hereby submit to the personal jurisdiction and venue of any state or federal court located within the Commonwealth of Virginia for resolution of any and all claims, causes of action or disputes arising out of or related to this Contract and agree that service by registered mail to the addresses set forth in Paragraph 19 of this Appendix shall constitute sufficient service of process for any such action. The parties further agree that any claims, causes of action or disputes arising out of, relating to or concerning this Contract shall have jurisdiction and venue only in the Circuit Court of City of Lynchburg, Virginia, or in the U.S. District Court, Western District.

19. Severability

If any provision of this Contract is held to be illegal, invalid, or unenforceable, or is found to be against public policy for any reasons, such provision shall be fully severable and this Contract shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never been part of this Contract, and the remaining provisions of this Contract shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision, or by its severance from this Contract.

20. Notices

All requests, notices and other communications required or permitted to be given under this Contract shall be in writing and delivery thereof shall be deemed to have been made when such notice shall have been either (a) duly mailed by first-class mail, postage prepaid, return receipt requested, or any comparable or superior postal or air courier service then in effect, or (b) transmitted by hand delivery, telegram, telex, telecopier or facsimile transmission, to the party entitled to receive the same at the address indicated below or at such other address as such party shall have specified by written notice to the other party.

Notices to Region 2000 shall be sent to:

Gary Christie, Executive Director
Virginia's Region 2000 Local Government Council
828 Main Street
12th Floor
Lynchburg, VA 24504

21. Contractual Claims Procedure

- A. Contractual claims or disputes, whether for money or other relief, except for claims or disputes exempted by law from the procedure set forth herein, shall be submitted in writing no later than sixty days after final payment; provided, however, that Contractor shall give Region 2000 written notice of its intention to file a claim or dispute within fifteen days after the occurrence upon which the claim or dispute shall be based. Any written notice of Contractor's intention to file such a claim or dispute need not detail the amount of the claim, but shall state the facts and/or issues relating to the claim in sufficient detail to identify the claim, together with its character and scope. Whether or not Contractor files such written notice, Contractor shall proceed with the work as directed. If Contractor fails to make its claim or dispute, or fails to give notice of its intention to do so as provided herein, then such claim or dispute shall be deemed forfeited.
- B. Region 2000, upon receipt of a detailed claim, may at any time render its decision and shall render such decision within one hundred twenty days of final payment. Each such decision rendered shall be forwarded to the Contractor by written notice.
- C. If the Contractor disagrees with the decision of Region 2000 concerning any pending claim, the Contractor shall promptly notify Region 2000 by written notice that the Contractor is proceeding with the work under protest. Any claim not resolved, whether by failure of the Contractor to accept the decision of Region 2000 or under a written notice of

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Contractor's intention to file a claim or a detailed claim not acted upon by the governing body of Region 2000, shall be specifically exempt by the Contractor from payment request, whether progress or final. Pendency of claims shall not delay payment of amounts agreed due in the final payment.

- D.** The decision on contractual claims by the governing body of Region 2000 shall be final and conclusive unless the Contractor appeals within six months of the date of the final decision on the claim by instituting legal action in the appropriate circuit court.

22. Retainage

- A.** Region 2000 will pay the contractor 95% of the total amount due and shall retain 5% of the amount due until final completion and acceptance of all work covered by the contract.

**REGION 2000 LOCAL GOVERNMENT COUNCIL
INVITATION TO BID
Bid Number 31015-F**

APPENDIX 2

General Bid Submission Provisions

**IMPORTANT! READ CAREFULLY BEFORE
SUBMITTING A BID!**

The procurement documents, including this Appendix 2 “*Bid Submission Provisions*” to this Invitation to Bid, and the response of the bidder (**the “Contractor”**) will be incorporated into a resulting contract as fully and completely as if set forth in such contract in its entirety. The following are provisions that will apply to this procurement done by Virginia’s Region 2000 Local Government Council (Region 2000), by submission of a bid, all bidders agree to these provisions.

1. A bidder may withdraw or cancel a bid at any time prior to the date set for opening. After such time, the bidder may not withdraw for a period of ninety calendar days. Any bidder may be required to clarify his bid or acknowledge by written confirmation that the minimum requirements of the bid are included in the bidder's bid.
2. Any invitation to bid, a request for proposal, any other solicitation or any and all bids or proposals may be canceled or rejected when it is determined that it is in the best interest of Region 2000 to do so. The reasons therefor shall be made a part of the contract file. Any bid which is incomplete, conditional, obscure, or which is not in conformance with the specifications may be rejected, or any such irregularities may be waived at the option of Region 2000.
3. Except in the case of an emergency affecting the public health safety or welfare, no contract shall be awarded on the basis of cost plus a percentage of cost. This paragraph shall not apply to contracts of insurance. Public contracts may be awarded on any other basis.
4. With the following exceptions procurement documents are subject to the *Virginia Freedom of Information Act*:
 - A. Cost estimates relating to a proposed procurement transaction prepared by or for Region 2000 shall not be opened to public inspection.
 - B. Bid and proposal records shall be opened to public inspection only after award of the contract. Any bidder or bidder may be allowed to inspect the

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bid or proposal records prior to award unless Region 2000 decides not to accept any bids and to reopen the contract.

- C. Trade secrets or proprietary information submitted to Region 2000 are not subject to disclosure if requested by the person submitting such information. Any such request must identify what is to be protected and state the reasons therefor.
5. Any bidder submitting a bid to Region 2000 subjects himself to the decision of the Region 2000 Radio Communications Board (“Board”) as to the quality of what is offered, responsiveness of the bid, responsibility of the bidder, and the qualifications of any bidder. The Local Government Council Executive Director with the advice of the Board, in their sole discretion will evaluate bids and in all cases the decision made shall be final. Every bidder submitting a bid agrees to abide by the decisions of such officials as a condition precedent to the submission of the bid.
 6. Region 2000 does not accept the responsibility for maintaining a bid list and will not accept the responsibility for the failure of any competitor to receive a solicitation directly from Region 2000.
 7. Once requests for bid have been advertised, should a prospective bidder find any discrepancy in or omissions from the specifications, requests for proposal, or other contract documents, or should he be in doubt as to their meaning, he shall at once notify the specified contact person who will send written instructions to all bidders. Region 2000 will not be responsible for any oral instructions.
 8. The provisions of Sections 2.2-4305, 2.2-4315, 2.2-4311, 2.2-4312, 2.2-4330, 2.2-4333 through 2.2-4338, 2.2-4340, 2.2-4341, 2.2-4363, and 2.2-4367 through 2.2-4377 of the Code of Virginia of 1950 are incorporated into these conditions by reference as fully as if set forth herein.
 9. By submitting a bid, the bidder agrees and warrants that he has examined all the contract documents and, if appropriate, the subject of the contract and where the specifications require a given result to be produced, that the specifications are adequate and the required results can be produced under the specifications in the contract. Omissions from the specifications shall not relieve the offeror from the responsibility of complying with the general terms of the contract as indicated by the specifications. Once the award has been made, failure to have read all the conditions, instructions and specifications of the contract will not be a cause to alter the original contract or bid or for the offeror to request additional compensation.
 10. The firm, corporate or individual name of the bidder must be signed in ink in the space provided for the signature on Page 7. In the case of a corporation the title of the officer signing must be stated and each officer must be thereunto duly

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authorized. In the case of a partnership, the signature of at least one of the partners must follow the firm name using the term "member of the firm."

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APPENDIX 3

**Filtration Plant
Tower Specification
And
Scope of Work**

TOWER SPECIFICATIONS

New Tower Facilities

The Contractor shall provide a self-supporting, lattice-style steel tower to minimize the site's building rooftop footprint. The Contractor shall provide a TIA/EIA-222-G compliant structural load analysis for the proposed tower structure. The structural analysis and the associated design drawings shall be sealed by a registered professional engineer (structural) licensed in the Commonwealth of Virginia. The new tower shall be designed to fully support the proposed system design antenna load (RF and microwave) including all transmission cables, miscellaneous appurtenances, amplifiers, ice shields, lightning rod, mounts, etc.

If necessary, the Contractor shall construct a tower base as defined in Appendix 4. This tower base may be needed to attach a tower manufacturer's standard tower at its base to the rooftop. The Contractor may propose alternate means for attaching the tower to the rooftop. An alternate design must be supported by sealed design drawings done by a professional engineer.

The tower and tower base shall be designed as a TIA/EIA-222-G Class III structure. The Contractor shall submit all design reactions for all load cases to the Region 2000 representative for review and approval before fabrication.

Reference Standards

Unless otherwise modified herein, materials, design and construction procedures for the tower proposed by the Offeror shall be in accordance with the latest version of Electronic Industries Association (EIA) standard TIA/EIA-222-G, Federal Aviation Administration (FAA) Advisory Circular AC 70/7460-1 K Change 2 (or latest version), ACI/ASTM concrete standards and all applicable local codes.

All grounding of the tower shall be in conformance with the specifications provided in ANSI/IEEE Std 142-1982, Harris' Site Grounding and Lightning Protection Guidelines, Section 3 (Installation Manual AE/LZT 123 4618/1 Rev. D) and other guidelines contained in this specification.

Submittals

The Contractor shall prepare and submit for approval, scale drawings of the tower depicting its overall height, the number and height of sections, the horizontal spread of each section, antenna loading at specified heights, and obstruction lighting details.

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For the proposed tower, the Contractor shall submit for approval a profile view of the tower containing structural details and engineering notes as well as a comprehensive tower foundation design (if the tower base design in Appendix 4 is not used). Any documentation on the tower needed by Region 2000 for planning approvals shall be supplied. Drawings shall be sealed by a registered professional engineer (structural) licensed in the Commonwealth of Virginia.

Antenna Tower

Height

The tower height is specified as 40' with a lightning rod that will extend 4' beyond the tip of the top mounted antenna. The total tower height will not exceed 168' above ground level (AGL).

- Rooftop elevation at base of proposed tower: 112' AGL

Design Specifications

The tower base design specifications are contained in Appendix 4.

Materials

All galvanized steel materials used in the construction of the tower shall be new, and shall conform to the provisions of TIA/EIA-222-G with respect to physical properties, manufacture, workmanship and factory finishes.

Loads and Stresses

The design of the tower shall take into account dead and live loads induced by the structure itself and all appurtenances, and all stress applied to the tower and its appurtenances by wind forces. The minimum safety factors listed by TIA/EIA-222-G shall apply under the most severe combination of dead load plus live loading. The proposed tower design shall factor in all applicable strength limit states and serviceability limit states as defined by the current version of TIA/EIA-222-G. The tower shall properly be categorized and reliability requirements determined appropriately per TIA/EIA-222-G for each structure incorporating the relevant environmental loads for the City of Lynchburg such as wind, ice, seismic, and foundation loading.

Wind loading and wind gust load factors shall be calculated per TIA/EIA-222-G, with all appurtenances installed. The structures also shall be designed per TIA/EIA-222-G to withstand additional horizontal wind pressures and dead loading produced by the accumulation of radial ice. The tower shall be designed to meet twist, sway and displacement specifications for all loading conditions as

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recommended by TIA/EIA-222-G for the loading requirements shown in Appendix 4.

Loading Requirements

The baseline loading requirements are shown in Appendix 4.

Appurtenances

The proposed self-supporting tower shall be designed to support all required immediate and future appurtenances. Appurtenances may include, but are not limited to, the following: antennas, antenna mounts, antenna platforms, microwave antennas and radomes, lighting, transmission line, transmission line hangers, cable ladder, climbing ladder and safety device, lightning rods, conduit, waveguide bridge, lighting control, amplifiers, and ice shields. The tower shall be equipped with an integrated lightning rod as necessary.

Antenna and Transmission Line

The tower shall be designed to support the antennas and transmission lines shown in Appendix 4. All transmission line assemblies shall be grounded to a copper grounding buss bar at the base of the tower at the junction between the waveguide ice bridge and the tower waveguide ladder. The copper grounding buss bar shall be affixed to the base of the tower to facilitate this grounding interconnection. All transmission lines shall be installed with a proper drip loop or bend radius at the tower base transition so as to prevent the flow of water into the shelter.

Transmission Line Support

A 24-inch wide waveguide transmission line cable ladder pre-drilled, for universal snap-in hanger kits shall be installed along one face of the tower and shall extend the entire height of the tower (as feasible). The cable ladder shall be of galvanized steel construction, and shall have mounting hardware of stainless steel or galvanized steel construction. No drilling of the tower legs or cross bracing shall be required to install the cable support device.

Transmission lines and waveguide for the proposed antennas and microwave dishes shall be installed by others. The Contractor is responsible for installing the transmission lines and waveguide associated with three existing microwave dishes that will be mounted to the new tower. See Scope of Work section for more information.

Lighting and Controls

The FAA may issue a Determination that the structure is to be marked/lighted in accordance with FAA circular AC 70/7460-1K Change 2 (or latest version) Chapters 4, 8 (M-Dual) & 12, Obstruction Marking and Lighting due to the tower's close proximity to an air travel navigational aid, thereby requiring a dual lighting system.

The Offeror shall provide *optional* pricing for the following lighting configuration:

- A dual lighting system compliant with FAA circular AC 70/7460-1K Change 2 (or latest version) Chapters 4, 8 (M-Dual) & 12, "Dual Lighting with Red/Medium Intensity Flashing White Systems" - (L-864 and L-865). Obstruction paint is not required with this lighting system.

Activation of any required lighting systems shall be via a redundant light-sensitive, photoelectric type switch and controller which will activate the lights at dusk (or other cloud-darkened condition) and depending on the option provided, either extinguish the lights or switch to medium intensity flashing white lights at sunrise. If the latter, the controller shall automatically switch from red lights at sunrise to strobe lights, and back to red lights when the sky darkens.

Wiring for the tower lighting shall be enclosed in rigid galvanized steel conduit, which shall be vented sufficiently to eliminate condensation buildup. Wiring and conduit shall be provided and installed in conformance with the tower manufacturer's specifications and in accordance with local electrical codes. Tower lighting control and electrical cabling shall be affixed with hanger kits to the tower waveguide ladder in the same manner as transmission line.

The tower lighting control system shall be equipped to provide Form-"C" dry contact closure alarm indications of bulb failure for strobes, marker side lights, and power failure which shall be connected to the NMS system. The tower lighting control system also shall provide dial-up Telco connectivity with a modem for remote diagnostics of the tower lighting system. All tower lighting control equipment shall be wall-mounted and installed inside of the pre-fabricated shelter in a manner so as not to obstruct any of the useable racking footprints. The Contractor shall properly ground all tower lighting control boxes and equipment to the facility single point grounding system. All tower lighting control equipment shall be backed up by the emergency generator power system.

Ice Shields / Cable Ice Bridge

The tower shall be equipped with steel mesh ice shields to be installed above each of the microwave antennas to fully protect parabolic dishes, microwave antennas,

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and waveguide from falling ice. The ice shield shall cover the width and length of the dish, microwave antenna and cabling it is intended to protect.

The tower shall be equipped with a cable ice bridge to fully protect the transmission lines and waveguide from falling ice. The ice shield shall cover the width and length cabling and waveguide it is intended to protect.

Climbing Ladder

The tower provided shall be equipped with an OSHA-approved climbing ladder with safety climbing cable with belt that extends the entire length of the tower (as feasible).

Grounding

The Contractor shall bond all tower legs to the site compound single point grounding system using a minimum #2 AWG bare tinned copper wire which shall be bonded exothermically (Cad weld) to the site ground ring. All grounding of the tower shall be in conformance with the specifications provided in ANSI/IEEE Std 142-1982, Harris' Site Grounding and Lightning Protection Guidelines, (Installation Manual AE/LZT 123 4618/1 Rev. D) and other guidelines contained in this specification.

Scope of Work

Contractor Responsibility

The Contractor shall be responsible for: designing and installing suitable tower foundations; designing, manufacturing, shipping, and erecting the tower, obtaining building permits, for providing all project management, construction management, testing, and installation services necessary for tower erection and for site restoration/cleanup. The Contractor shall be responsible for ensuring that the tower meets or exceeds all design criteria, labor services, guarantees and installation requirements contained in these specifications, or in national or industry standards to which this specification refers.

Region 2000 Responsibility

Region 2000 will provide an installation representative as necessary to coordinate field installation activities and to act as a liaison between the Contractor, and the property owner.

Scope

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The work to be performed under this section of the specification shall include: tower erection, lighting systems, ice shields, climbing ladders, cable ladders, tower foundations, tower lighting controls, lightning rods, grounding systems, and touch-up of any nicks in the galvanizing or paint.

Construction

Structural Analysis Report: The Contractor shall submit a tower structural analysis report containing all tower reaction loads for review and approval prior to fabrication. The tower base structural analysis report for the design, construction and installation of the tower base has been completed and the report is contained in Appendix 4.

Tower Base Design / Foundation: The proposal price for the tower base (foundation) will be based on the structural analysis report contained in Appendix 4. The structural analysis report contains the tower design and loading requirements, the tower base design and other construction, installation and project requirements, such as Special Inspection requirements. An independent special inspector is required, as noted in Appendix 4, page 14.

If applicable, the Contractor shall meet or exceed the requirements outlined in the latest editions of ACI301 and ACI318 as it pertains to workmanship and materials.

Copies of all test reports will be provided to the Region 2000 representative for review and analysis. The Contractor maintains complete construction management and engineering responsibility for ensuring that the foundation and tower design(s) have been met and is in compliance with technical reports during the tower foundation and erection process. All field certification and reports shall be provided to Region 2000 as performed. The Contractor shall deliver three reports: tower design (sealed), foundation design (sealed) and concrete geotechnical (if applicable) and test reports. These reports shall be delivered in hardcopy and softcopy format.

Legacy Tower Base De-install: The existing legacy tower base shall be removed prior to installing the new tower.

Microwave Dish Temporary Mount and Installation: The Contractor shall be responsible for affixing the three microwave dishes shown in Figure 1 below to a temporary mounting fixture/location prior to de-installing the legacy tower base. These microwave dishes are attached to the legacy tower base. The Contractor is responsible for mounting the three dishes to the new tower after the tower is installed. The Contractor shall include the cost of new transmission lines, waveguide, jumpers and/or connectors if the existing cabling is not reusable or sufficient.

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NOTE: These dishes may be taken offline for a short time period, not to exceed 24 hours. The Contractor may choose to de-install and re-install the three dishes within the 24 hour time window in order to avoid the costs of temporary antenna mounts. The Contractor must guarantee the 24 hour window.



Figure 1: Three microwave dishes to be relocated to the new tower.

Power: The Contractor shall be responsible for connecting to the commercial AC power. The Contractor will work with the building owner's representative to determine the power connection location. Temporary power may be required for the obstruction lighting on the tower during construction. The Contractor is responsible for arranging and installing this temporary power. Temporary obstruction lights shall be installed while the tower is being erected.

Grounding: The tower's ground shall be measured before and after tower installation. In each instance, a ground measurement report will be provided to the Region 2000 representative. If the tower ground fails to meet the desired 5 ohms, grounding remediation options will be considered by the Region 2000. These options are not known at this time and therefore, the cost for such options

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should not be reflected in this bid price. If remediation is deemed necessary, the costs will be handled by change order.

Painting / Galvanizing

If the tower lighting becomes a purchased optional, it shall be in accordance with FAA Advisory circular 70/7460-1 K Change 2, Obstruction Marking and Lighting. If a dual light system is purchased, tower painting will not be required.

Touch-up galvanizing, if needed, shall be done in dry weather. Galvanizing shall not be applied over wet surfaces.

Site Restoration

The Contractor shall be responsible for site cleanup. The Contractor shall restore the site to its original condition. The Contractor will:

1. Promptly dispose of de-installed, debris and/or waste materials. Do not allow these materials to accumulate on-site. If the Contractor fails to remove excess debris promptly, the Owner reserves the right to remove it at the Contractor's expense;
2. Remove promptly salvageable material that becomes property of the Contractor and is not to be reused in construction. Sale of material on the site will be prohibited;
3. Remove all tools, equipment, and materials from the site, and all rubbish upon completion of the work;
4. Leave the site clean, neat, orderly, and in good condition.

Site Closeout Inspection

The Contractor shall participate in a site closeout inspection with one or more representatives of Region 2000 and other interested parties.

The Contractor shall provide Region 2000 with an as-built certification from a Registered Virginia Professional Engineer that the tower conforms to TIA/EIA-222G for the wind load of Lynchburg, VA.

The contractor shall supply Project Closeout documentation within 30 days after the project is complete. This documentation shall include, but not be limited to the following:

1. As built drawings
2. A photographic log of all work performed
3. Welders' certifications

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4. Welding inspectors' certifications
5. Metallurgical testing and inspection reports (MTRs)
6. Reports from the independent Special Inspections per Appendix 4

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APPENDIX 4

Structural Analysis Report (#A39414-0002 R1)

by

Paul J. Ford and Company

**REGION 2000 LOCAL GOVERNMENT COUNCIL
INVITATION TO BID
Bid Number 31015-F**

APPENDIX 5

**Harris' Site Grounding
and
Lightning Protection Guidelines**

(Installation Manual AE/LZT 123 4618/1 Rev. D)