



CHAMBERS COUNTY, TEXAS
REQUEST FOR SEALED PROPOSALS
RADIO COMMUNICATIONS TOWER &
SHELTER
10646 Eagle Dr Mont Belvieu, TX

Contact: Communications Department

Tel: (409)267-2453

Website: www.co.chambers.tx.us

Due Date: 01/5/2017 -3:00 PM CST

Contents

1	Radio Tower & Shelter Project – General Instructions	4
1.1	General Instructions.....	4
1.2	General Information	5
1.3	Response Format	6
1.4	Contract Award and Post Award Requirements	7
1.5	Bonds and Insurance.....	8
1.6	General Laws Governing Construction	12
1.7	Construction Bonds.....	13
1.8	General Responsibilities of Owner and Contractor	14
1.9	Assumptions/Caveats.....	15
1.10	Contractors Responsibility for Jobsite Safety	15
1.11	Materials and Workmanship Licensing and Testing	16
1.12	Contract Payments.....	16
1.13	Contract Final Acceptance and Payment	17
1.14	Change Orders	17
1.15	Termination of Cause by Owner	18
1.16	Miscellaneous	19
1.17	Agreement	20
2	Radio Tower General Requirements.....	21
2.1	Tower Specifications – General	21
2.2	Design Requirements.....	21
2.3	Fabrication	22
2.4	Tower Lighting Systems	23
2.5	Transmission Lines	24
2.6	Grounding	24
2.7	Foundation and Tower Installation.....	26
2.8	Tower Foundation Installation.....	26
2.9	Foundation Forms.....	26
2.10	Tower Erection.....	26
3	Equipment Shelter General Requirements.....	27

- 3.1 Shelter Specifications – General 27
- 3.2 Design Requirements 27
- 3.3 Shelter Foundation Installation 30
- 3.4 Shelter Grounding 30
- 4 Tower and Shelter Compound Requirements 30
 - 4.1 Compound Specifications – General 30
 - 4.2 Compound Grounding 31
 - 4.3 Compound Electrical 31
 - 4.4 County Partnered Wireless Internet Company Details 31
- 5 Final Acceptance of Radio Communications Tower and Shelter 31
 - 5.1 Final acceptance of the installation will be as follows: 31
- 6 General Proposal Forms 32
 - 6.1 General Vendor Information 32
 - 6.2 Vendor Reference Information 32
 - 6.3 Statement of Authenticity 33
 - 6.4 Proposal Bond 34
 - 6.5 Performance Bond 35
 - 6.6 Non-Collusion Affidavit 37



1 Radio Tower & Shelter Project – General Instructions

1.1 General Instructions

- A. In accordance to Local Government Code 262.030, Chambers County, Texas (“Owner”) is seeking sealed proposals for the development of a 240 foot self-support radio communications tower and communications equipment shelter to be located at 10646 in Mont Belvieu, Chambers County, Texas. Proposals will be received on the following project as described below.

PROJECT: RADIO TOWER AND SHELTER SITE
10646 Eagle Drive
Mont Belvieu, TEXAS
PROPOSALS DUE: January 5, 2017 (3PM CST)
TO COUNTY JUDGE’S OFFICE
404 WASHINGTON AVE.
ANAHUAC, TX 77514

PRE BID MEETING 2 PM AT SITE December 14, 2016 (NON MANDATORY)

- B. All proposals, whether mailed or delivered, must be in the hands of the Owner not later than the above specified deadline for the above project. All proposals must be clearly marked “Radio Communications Tower & Shelter Proposal” on the outside of the envelope. Faxed or E-Mailed proposals will not be considered.
- C. Offers shall not be withdrawn within thirty (30) days after proposal opening without consent of the Owner. Chambers County reserves the right to reject any, part, or, or all Proposals and to waive any informalities pertaining to any proposal, without the imposition of any form of liability. The County also reserves the right to award a contract to the company on the basis of lowest and best offer in accordance with the laws of the State of Texas. Chambers County will take into consideration the evaluation criteria contained herein. In the event the lowest dollar offer meeting specifications is not awarded a contract, the offeror may appear before the commissioners’ court and present evidence concerning his responsibility. A decision concerning award of Contract will be made as soon as practicable.
- D. It is understood and agreed that the work for this project is to be substantially complete within seventy-five (75) calendar days and complete in full within one hundred (100) calendar days after notification to proceed.

- E. Proposal security of an acceptable Proposal Bond, in an amount not less than 5% of the greatest amount of the offer submitted must accompany each proposal.
- F. As a condition for award of contract, a Performance Bond, and Payment Bond, each in an amount not less than 100% of the contract sum, conditioned upon the faithful performance of the Contract, will be required of the Contractor.
- G. Pre-Proposal Conference: There will not be a pre-proposal conference.
- H. **Questions.** Questions concerning this project can be directed to Quinten Adams, Chambers County Communications Department. Phone: (409) 267-2453, Email: qadams@co.chambers.tx.us

1.2 General Information

- A. Introduction. The purpose of this RFSP is to solicit Competitive Proposals for a radio communications tower and shelter.
- B. The County is interested in working with a firm that has extensive experience in radio communications tower and site development.
- C. Evaluation shall be used as a determinant as to which proposal items or services are the most efficient and/or most economical for the County. It shall be based on all factors which have a bearing on price and performance of the items in the user environment. All proposals are subject to tabulation by the commissioners' court. Compliance with all proposal requirements, delivery and needs of the using department are considerations in evaluating proposals. **Pricing is NOT the only criteria for making a recommendation.** The Chambers County Commissioners Court reserves the right to contact any offeror, at any time, to clarify, verify or request information with regard to any proposal.
- D. The County will place strong emphasis on the evaluation criteria used to determine "The Best Value" for the County concerning this project.
- E. Chambers County is also interested in working with a firm that can guarantee pricing up to 6 months for materials.
- F. If you are interested in being considered as a contractor for this project, please submit TWO (2) copies of your Proposal to:

Chambers County Judge's Office
PO Box 998 / 404 Washington Ave
Anahuac, TX 77514

Due Date: On or January 5, 2017 at 3:00PM

Notice: Some Overnight Services Do Not Deliver Before 3PM.

- G. Conditions of Conduct. At all times any agent, officer, or employee of Proposer is present upon property owned by Chambers County, that individual shall not be under the influence of alcohol or illegal drugs, which is expressly prohibited. Random drug testing will be required for any agent, officer, or employee of Proposer. Violations that occur while any agent, officer, or employee of Proposer is present on the premises owned by Chambers County shall be grounds for termination of any contract between the County and Proposer.
- H. Ethical Standard. No County official or employee shall have interest in any contract resulting from this proposal. Individuals with a possible conflict will enact a public disclosure record by completing a “Statement of Financial Interest” form.
- I. Reimbursements. There is no expressed or implied obligation for the County to reimburse responding firms for any expenses incurred in preparing proposals in response to this request and the County will not reimburse responding firms for these expenses, nor will the County pay any subsequent costs associated with the provision of any additional information or presentation, or to procure a contract for these services.
- J. Disclosure. Once Proposals have been opened, such proposals will be open for public inspection. The County will assume no information is proprietary and confidential unless the proposer indicates as such.
- K. Selection Process. As required under Local Government Code chapter 262, the County will base the award of contract to the lowest responsible proposal. The commissioners’ court will evaluate proposals based on a comprehensive set of criteria. The award of the contract will be made to the responsible offeror whose proposal is determined to be the best evaluated offer resulting from negotiations, taking into consideration the relative importance of price and other factors set forth in this request for proposals.
- L. Proposals will be assessed against evaluation criteria and a decision made by the Commissioners Court of Chambers County.

1.3 Response Format

The items listed below shall be submitted with each proposal. Failure by a proposer to include all listed items may result in their proposal being rejected.

- A. **Cover Letter**
 - a) Provide a cover letter indicating your firm’s understanding of the requirements of this specific job. The letter must be brief and formal from the proposer that provides information regarding the firm’s interest in and ability to perform the requirements of the RFSP. A person who is authorized by the

organization to enter into an agreement with the County will sign the letter. Please include all contact information.

- B. **Acceptance of Conditions.**
 - a) Indicate any exceptions to the terms and conditions of this RFSP, including the Scope of Services.
- C. **Company Background (1 page Maximum)**
 - a) Years in business under present name.
 - b) Name and address of each office location.
 - c) Ownership structure (corporation/partnership).
 - d) Names and titles of officers in the company.
 - e) Company trade organizations/associations/affiliations
- D. **Experience of Key Personnel on Similar Jobs**
 - a) List key personnel that will be assigned or oversee the job.
 - b) Provide work experience background for key personnel.
 - c) List all subcontractors that will be used for this construction project.
- E. **List of References.**
 - a) Provide at least 3 references from similar construction projects for which your company provided communications site development services as a General Contractor.
- F. **List of Ongoing and Completed Projected.**
 - a) Provide a list of all public and private tower construction projects.
- G. **Spec Sheets**
 - a) This shall summarize the performance and other technical characteristics, including diagrams, of the project.
- H. **Project Scheduling.**
 - a) Provide a tentative schedule that meets the deadline as stated in the RFSP.
- I. **Pricing Response.**
 - a) Provide separate and exact pricing for the project, include the following costs: materials; labor; delivery; removal of existing tower; and other costs associated with the project.

1.4 Contract Award and Post Award Requirements

- A. **Award of Contract.** Chambers County reserves the right to reject any and all proposals, award parts of proposals and to waive informalities in submission of proposals. The County also reserves the right to award the proposal to the offeror meeting all the qualifications and specifications or to the offeror who provides goods or services at the best value for the County, taking

certain evaluation factors into consideration as set forth in this request for proposals.

- B. **Execution and Delivery of Contract, Required Bonds, and Certificates of Insurance.** Not later than three (3) days following notice of award the successful proposer shall submit two (2) executed original copies of the required contract form, the performance and payment bonds, if required, and (3) certificates of insurance evidencing all required coverage's. Failure to deliver any such documents within the time required may result in forfeiture of the bond. Award of the contract is not final until all documents required by this paragraph have been submitted and accepted by the County.
- C. **Post Proposal Award Submissions.** Not later than ten (10) calendar days following notice of award, the Contractor shall submit the following items to the County Judge's office, if applicable.
 - a) Schedules of the work, including the starting date and anticipated date of substantial completion, as well as the starting and ending date of each major component stage of the work.
 - b) The names and addresses of all proposed subcontractors, together with a description of the scope of the work to be performed by each subcontractor and the anticipated starting and ending dates of the subcontractor's work.
 - c) The name of the Contractor's Project Manager, together with the local office address and phone number where such person may be reached.
- D. **Notice to Proceed.** The Contractor shall not begin the work until authorized to do so by a written notice to proceed issued by the County. When authorized to proceed, the Contractor shall commence the work within fifteen (15) calendar days of receiving the notice to proceed.

1.5 Bonds and Insurance

- A. **Performance and Payment Bonds.** The Contractor shall provide separate performance and payment bonds, each in an amount equal to the contract price and executed by both Contractor and Surety Company authorized to execute surety bonds and to do surety business in the State of Texas. The bonds must be in a form acceptable to the County and satisfying the requirements of Texas Government Code, Ch. 2253.
Contractor shall provide a copy of the payment bond to each subcontractor and to each person or entity alleging a claim against the project or appearing to be a potential beneficiary of the payment bond.

Contractor shall be exclusively responsible for the payment of Contractors, employees, subcontractors, suppliers and materials and shall promptly obtain the release of any lien or claim filed against the property of the County by such persons as a result of the project, on a form acceptable to Owner.

B. **Worker's Compensation Insurance Coverage: Definitions:**

- a) Certificate of coverage "certificate" – a copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory worker's compensation insurance coverage or the person's or entity's employees providing services on the project, for the duration of the project.
- b) Duration of the Project – includes the time from the beginning of the work on the project until the Contractor's/person's work on the project has been completed and accepted by the County.
- c) Persons providing services on the project ("subcontractor" in Texas Labor Code, §406.096) – includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project.
- d) "Services" include without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverages vendors, office supply deliveries, and delivery of portable toilets.

C. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, § 401.011 (44) for all employees of the contractor providing services on the project, for the duration of the project.

D. The Contractor must provide a certificate of coverage to the County prior to being awarded the contract.

E. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior

to the end of the coverage period, file a new certificate of coverage within the County showing that coverage has been extended.

- F. The Contractor shall obtain from each person providing services for this project the items listed below and provide it to the County:
 - a) a. a certificate of coverage, prior to that person beginning work on the project, so the County will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - b) b. no later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the project
- G. The Contractor shall retain all required certificates of coverage for the duration of the project and one year thereafter.
- H. The Contractor shall notify the County in writing by certified mail or personal delivery, within ten (10) days after the Contractor knew or should have known, of any change that materially affect the provisions of coverage of any person providing services on the project.
- I. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- J. The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
 - a) Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.
 - b) Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.
 - c) Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
 - d) Obtain from each other person with whom it contracts, and provide to the Contractor:
 - (a) A certificate of coverage, prior to the other person beginning work on the project, and

- (b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
- K. By signing the Contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the County that all employees of the Contractor who will provide services on the project will be covered by workers' compensation for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Texas Workers' Compensation Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties or other civil actions.
- L. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the County to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.
- M. General Provisions Applicable to Other Required Insurance. At all times during the term of the contract the Contractor shall keep in effect (1) a Commercial General Liability Policy and (2) an Automobile Liability Policy.
- N. Commercial General Liability Insurance. A minimum single limit of \$1,000,000 per occurrence for bodily injury and property damage must be provided. Chambers County shall be named as "additional insured" on commercial general liability policy.
- O. Automobile Liability Coverage. A minimum of \$300,000 Combined Liability Limits. Bodily Injury and Property Damage Combined. Chambers County shall be named as "additional insured" on automobile policy.
- P. Builders Risk Insurance Policy. Contractor shall obtain, at Contractor's expense, and shall remain in effect during the duration of the project until final acceptance of the Project by the County, Builder's Risk Insurance (including earthquake and flood) covering the real and personal property of others in the care, custody, and control of the contractor. Coverage shall include theft and damage to the Project. The minimum amount of coverage to be carried shall be equal to the full amount of the contract. Contractor shall be financially responsible for any deductible applied to loss. This insurance shall include Chambers County, the Contractor and its subcontractors as their interests may appear.
- Q. Indemnity. The Contractor shall indemnify and hold harmless the County, its officers, agents and employees, from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all

expenses of litigation, court costs, and attorney's fees, for injury to or death of any person, or for damage to any property, or for breach of contract, arising out of or in connection with the work done by the Contractor under the agreement, regardless of whether such injuries, death, damages or breach are caused in whole or in part by the negligence of the County.

1.6 General Laws Governing Construction

- A. Compliance with Laws. In the execution of the Contract Documents and the Work, the Contractor shall comply with all applicable local State and Federal laws, including but not limited to, laws governing labor, equal employment opportunity, safety, environmental protection and prevailing wage rates. The Contractor shall make itself familiar with and at all times shall observe and comply with all Federal, State and Local laws, ordinances and regulations which in any manner affect the conduct of the Work. The Contractor shall indemnify and save harmless the Owner and its official representatives against any claim arising from violation of any such law, ordinance or regulation by itself, his subcontractors and his employees. Except where expressly required otherwise by applicable laws and regulations, the County shall not be responsible for monitoring Contractor's compliance with any laws or regulations.
- B. State Sales and Use Taxes. The Owner qualifies for exemption from State and Local Sales and Use Taxes pursuant to the provisions of Chapter 151, Texas Tax Code. The Contractor may claim exemption from payment of applicable State taxes by complying with such procedures as may be prescribed by the State Comptroller of Public Accounts.
- C. Venue for Suits. The venue for any suit brought as to matters arising out of or related to this Contract shall be in a court of competent jurisdiction in Chambers County, Texas.
- D. Licensing of Trades. The Contractor shall comply with all applicable provisions of state law related to require licensing of skilled tradesmen, contractors, material men, suppliers and or laborers, as necessary to accomplish the Work.
- E. Environmental Regulations. At all times, Contractor shall conduct its activities in compliance with applicable laws and regulations relating to the environment, and its protection.

1.7 Construction Bonds

- F. Performance and Payment Bonds. The Contractor is required to tender to Owner, prior to commencing the Work, performance and payment bonds, as required by Chapter 2253, Texas Government Code.
- a) A Performance Bond is required if the Contract Price is in excess of \$100,000. The performance bond is solely for the protection of the County, in the full amount of the Contract and conditioned on the faithful performance of the Work in accordance with the Contract Documents.
 - b) A Payment Bond is required if the Contract Price is in excess of \$25,000. A payment bond is payable to the County, in the full amount of the Contract and solely for the protection and use of payment bond beneficiaries who have a direct contractual relationship with the Contractor or a supplier of required materials or labor.
 - c) Corporate sureties authorized to issue bonds shall be qualified and comply with relevant provisions of the Texas Insurance Code.
- G. The process of requiring and accepting bonds and making claims thereunder shall be conducted in compliance with Chapter 2253, Texas Government Code. If for any reason a statutory payment or performance bond is not honored by the surety, the Contractor shall fully indemnify and hold the Owner harmless of and from any costs, losses, obligations or liabilities it incurs as a result.
- H. Owner shall furnish certified copies of a payment bond and the related Contract to any qualified person seeking copies who complies with §2253.026, Texas Government Code.
- I. Claims on Payment Bonds. Claims on payment bonds must be sent directly to the Contractor and his surety in accordance with § 2253.041, Texas Government Code. All Payment Bond claimants are cautioned that no lien exists on the funds unpaid to the Contractor on such Contract, and that reliance on notices sent to the Owner may result in loss of their rights against the Contractor and/or his surety. The Owner is not responsible in any manner to a claimant for collection of unpaid bills, and accepts no such responsibility because of any representation by any agent or employee.
- J. Payment Claims when Payment Bond not Required. When the value of the Contract between the Owner and the Contractor is less than \$25,000.00, claimants and their rights are governed by Texas Property Code, §§ 53.231 – 53.239. These provisions set out the requirements for filing a valid lien on funds unpaid to the Contractor as of the time of filing the claim, actions necessary to release the lien and satisfaction of such claims.

1.8 General Responsibilities of Owner and Contractor

- A. **Owner's General Responsibilities.** A successful project requires responsibilities to be managed by the contractor and Chambers County. Responsibilities of the contractor and Chambers County are outlined throughout this proposal. These tasks are enumerated below detail the tasks that are to be completed in order to successfully complete the implementation:
- a) Provide Notice to Proceed: Shall be provided upon award of this contract, after bonds have been received and issuance of a Purchase Order.
 - b) Review Documentation: Chambers County shall review project documentation as it is received to provide feedback for appropriate and timely discussions and or changes. Documentation includes the Project Schedule, System Design and other materials.
 - c) Communicate Project Changes: Chambers County shall communicate schedule changes for tasks or phase events, and/or changes to the program manager to avoid additional costs.
 - d) Any site/location utility (AC-power, water, sewer) upgrades or modifications are the responsibility of Chambers County.
- B. **Contractor's General Responsibilities.** The Contractor is the person or entity identified as such in the Contract. The Contractor shall supervise and direct the Work using the best skill and attention. The Contractor shall be solely responsible for all construction means, methods, techniques, safety, sequences and procedures, and for coordinating all portions of the Work under the Contract. Contractor shall be responsible to see that the completed Work complies accurately with the Contract Documents.
- a) Labor. Contractor shall provide competent, suitably qualified personnel to survey, lay out, and construct the Work as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
 - b) Services, Materials, and Equipment. Unless otherwise specified in the Supplementary General Conditions, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

- c) No Substitutions without Approval. The Contractor may make substitutions only with the consent of the Owner.
- d) Non-complying Work. Should Work be identified as not being in compliance with the Contract, such Work shall be corrected by the Contractor at its expense. The approval of Work does not relieve the Contractor from compliance with all requirements of the Contract where such requirements are not judged at the time of observation of the Work due to work sequences by the Contractor or the lack of time to judge the performance characteristics of the particular Work item.
- e) Continuing the Work. Contractor shall carry on the Work and adhere to the progress schedule during all disputes, disagreements or alternative resolution processes with Owner. No Work shall be delayed or postponed pending resolution of any disputes, disagreements or processes, except as Owner and Contractor may agree in writing.
- f) Cleaning. The Contractor shall at all-time keep the Site and the Work clean and free from accumulation of waste materials or rubbish caused by the construction activities under the Contract. Upon completion of the Project, and prior to the final inspection, the Contractor shall have the Work in a neat and clean condition.

1.9 Assumptions/Caveats

- A. Approved Federal Communications Commission (FCC) licensing provided by Chambers County.
- B. Approved Local, State or Federal permits, licenses and studies, as may be required for the installation and operation of the proposed equipment are the responsibility of Chambers County.
- C. It is stated that the foundations for the tower and shelter will be based upon the Geotechnical Investigation provided by Chambers County.

1.10 Contractors Responsibility for Jobsite Safety

- A. Unless otherwise specified, Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. It shall be the duty and responsibility of the Contractor and all of its Subcontractors to be familiar and comply with all requirements of Public Law 91-596, 29 U.S.C. §§ 651 et. seq., the

Occupational Safety and Health Act of 1970, (OSHA) and all amendments thereto, and to enforce and comply with all of the provisions of the Act. Contractor shall comply with all applicable laws and regulations of any public body having jurisdiction for safety of persons or property to protect them from damage, injury or loss and shall erect and maintain all necessary safeguards for such safety and protection.

1.11 Materials and Workmanship Licensing and Testing

- A. **Materials and Workmanship.** The Contractor warrants and guarantees that all Work shall be executed in a good and workmanlike manner in accordance with the Contract, and in accordance with approved practices and customs. Unless otherwise specified, all materials and equipment incorporated into the work under the Contract shall be new.
- B. **Contractor's Warranty of Workmanship.**
 - a) Limits on Warranty. Contractor's Warranty and guarantee hereunder excludes defects or damage caused by:
 - (a) Abuse, modification or improper maintenance or operation by persons other than Contractor, Subcontractors, suppliers or any other individual or entity for whom Contractor is responsible, or
 - (b) Normal wear and tear under normal usage.
- C. **Events Not Affecting Warranty.** Contractor's obligation to perform and complete the Work in a good and workmanlike manner in accordance with the Contract shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract or a release of Contractor's obligation to perform the Work in accordance with the Contract:
 - a) Owner's payment of any progress or final payment;
 - b) The issuance of a certificate of Substantial Completion or any payment by Owner to Contractor under the Contract;
 - c) Use or occupancy of the Work or any part thereof by Owner;
 - d) Any acceptance by Owner or any failure to do so; or
 - e) Any inspection, test or approval by others.
 - f) Owner shall have the right to require testing of mechanical systems installed hereunder.

1.12 Contract Payments

- A. **Owner's Duty to Pay.** The Owner shall have no duty to pay the Contractor except on receipt of a complete Pay Application.

- B. **Progress Payments.** The Owner shall make progress payments to the Contractor in intervals not less than 20 (20) days. Progress payments to the Contractor shall not release the Contractor or his surety from any obligations under this Contract.
- C. **Reduction to Cover Loss.** The Owner may reduce any Invoice prior to payment to the extent necessary to protect the Owner from loss on account of actions of the Contractor, including, but not limited to:
 - a) Defective work not remedied;
 - b) Failure to maintain scheduled progress

1.13 Contract Final Acceptance and Payment

- D. **Request for Final Payment.** At any time following the date of Final Completion, the Contractor may submit a certified Application for Final Payment.
- E. **Final Payment Documentation.** The Contractor shall submit, prior to or with the Application for Final Payment, all close out documents, including as-built documents, maintenance and operating instructions, guarantees and warranties, certificates, record documents and all other items required by the Contract.
- F. **Final Payment Due.** Final Payment shall become due and payable by Owner, subject to all allowable offsets and deductions, on the 31st day next following the receipt of the approved or deemed approved Application for Final Payment.

1.14 Change Orders

- A. **Effect of Change Order.** A Change Order authorizes a change in the Scope of the Work or an adjustment in the Contract Sum or the Contract Time. Work performed under a Change Order is subject to all provisions of the Contract Documents.
- B. **Modifications for which a Change Order is Required.** All changes in the scope of the Work, the Contract Sum and the Contract Time shall be documented by a Change Order. Change Orders are the exclusive method for modifying the Contract Sum or Contract Time.
- C. **Agreed and Unilateral Change Orders.** A Change Order may be either an Agreed Change Order or a Unilateral Change Order. An Agreed Change Order is a Change Order jointly executed by the Owner and the Contractor, in which each agrees to all of the terms of the amendment. A Unilateral Change Order is a Change Order issued by the Owner without the

agreement of the Contractor. Contractor shall comply with a Unilateral Change Order but shall be entitled to an equitable adjustment of the Contract Time and Contract Price.

1.15 Termination of Cause by Owner

- A. **Termination by Owner for Cause.** The Owner may, without prejudice to any right or remedy terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor, under the following circumstances:
- a) Persistent or repeated failure or refusal, except during complete or partial suspensions of work authorized under the Contract Documents, to supply enough properly skilled workmen or proper materials;
 - b) Persistent disregard of laws, ordinances, rules, regulations or orders of any public authority having jurisdiction;
 - c) Persistent failure to prosecute the work in accordance with the Contract, and to insure its completion within the time, or any extension thereof, specified in this contract;
 - d) Failure to remedy defective work;
 - e) Failure to pay subcontractors, laborers, material men and suppliers pursuant to Texas Government Code Chapter 2251;
 - f) Persistent endangerment, by the Contractor or its Subcontractors or other vendors, of the safety of labor or of the Work itself;
 - g) Failure to supply or maintain statutory bonds, pursuant to Article V, or the supply or maintain Required insurance, pursuant to Article VI ;or
 - h) Any other material breach of the Contract. The Owner reserves the right to terminate at any time for any of the above listed causes. Failure to exercise the right to terminate in any instance or for any proper reason shall not be construed as waiver of the right to do so in any other instance or for any other proper reason.
- B. The Owner shall give the Contractor and its Surety thirty days' prior written notice of its intent to terminate for any of the above reasons. If the Contractor or the Surety demonstrates, to the satisfaction of the Owner, that the condition or conditions upon which the notice of termination is based have been removed, corrected, or will not recur, then the Owner shall

rescind the notice and the Contract shall continue unmodified, and the Contractor shall not be entitled an extension of time.

1.16 Miscellaneous

- A. No Waiver of Performance. The failure of either party in any instance to insist on the performance of any of the terms, covenants or conditions of the Contract, or to exercise any of the rights granted thereunder, shall not be construed as waiver of any such term, covenant, condition or right with respect to further performance.
- B. Governing Law and Venue. This Contract shall be governed by the law of the State of Texas. Exclusive venue of any cause of action arising out of or related to the Contract or the performance of the Work shall lie in the District Court of Chambers County, Texas.
- C. Independent Contractor Status. The Contract Documents create an independent contractor relationship between the Owner and Contractor and neither party's employees or contractors shall be considered employees, contractors, partners or agents of the other party.
- D. No third party beneficiaries. The parties do not intend, nor shall any clause be interpreted to create in any third party, any obligations to, or right of benefit by, such third party under this Contract from either the Owner or Contractor.
- E. Entire Agreement. This Contract supersedes in full all prior discussions and agreements (oral and written) between the parties relating to the subject matter hereof and constitutes the entire agreement.
- F. Assignment. This Contract may not be assigned by either party without the prior written consent of the other, except either party may, upon notice to the other party but without the other party's consent, assign this Contract to a present or future Affiliate or successor, provided that any such assignment by Contractor shall be contingent on Owner's determination that the assignee is qualified to perform the work, is in good standing with the County and otherwise eligible to do business within the State of Texas.
- G. Severability. If any provision, sentence, clause or article of this Contract is found to be invalid or unenforceable for any reason, the remaining provisions shall continue in effect as is the invalid or unenforceable provision were not in the Contract. All provisions, sentences, clauses and articles of this Contract are severable for this purpose.
- H. Parties Bound. Execution of this Contract by each party binds the entity represented as well as its employees, agents, successors and assigns to its faithful performance.

- I. No waiver of Sovereign Immunity. Nothing herein shall be construed as a waiver of the State's and the County's sovereign immunity.

1.17 Agreement

- A. Declaration. By my signature below I agree to comply with all the provisions of this Contract. I further understand any breach of the Contract entitles the County a governmental entity to declare the Contract void within ten days after receipt of notice of breach.

SIGNED this _____ day of _____, 2016.

Attest:

COUNTY OF CHAMBERS

Heather Hawthorne
County Clerk

Jimmy Sylvia
Chambers County Judge

Click here to enter text.

Contractor
Corporation Name

2 Radio Tower General Requirements

2.1 Tower Specifications – General

Chambers County, Texas is seeking proposals for the development of a 240' foot self-support radio communications tower ("TOWER") to be located at 10646 Eagle Drive in Mont Belvieu, Chambers County, Texas (29-50-59.40N "NAD83" 094-51-23.4W). The Tower is intended to support both licensed and public safety microwave network antenna systems for Chambers County and will serve as a centralized LTE communications site in public safety data communications designs planned in the future. This document describes specifications for materials to provide a complete functional support structure.

With this understanding, Chambers County is submitting this request for proposals to the vendor community to construct a radio tower to serve as a microwave link communications site and in conjunction with HGAC "Houston/Galveston Area Council" backup 911 region. The radio tower will also be used to support the County's VHF paging operations for public safety emergency notifications.

2.2 Design Requirements

- A. The structure shall be designed to support all specified antennas and to hold all antennas on path within the twist, sway, and displacement limits of TIA/EIA-222-G standards for a Class III structure.
- B. The tower, when fully loaded with antenna assemblies, waveguide, and other appurtenances shall be designed for the wind loads as specified by TIA/EIA-222-G standard. The tower design shall consider the accumulation of radial ice to all parts of the tower, antennas, and accessories. Loading shall take into account both the resultant added wind load and dead load.
- C. The proposer shall provide tower designs for the Maximum Basic Wind Speeds of 115MPH with no ice and 30MPH with 0.5in. Ice per ANSI/TIA-222-G-2005.
- D. Towers shall be designed under the direct supervision of an engineer licensed in the State of Texas, specifically experienced in the design of communications towers of the type to be installed. The allowable unit stress and the actual member stress resulting from the specified design loads shall not exceed those given in the AISC specifications.
- E. The proposed structure will be able to support the following load at an estimated 75% load rating. The proposed structure will have the following appurtenance loading:

Brand	Model	Misc.	Elevation
*DB	224 "20ft dipole"	Account for future 6ft stand-off mount arm	240ft
DB	224 "20ft dipole"	Account for future 6ft stand-off mount arm	240ft
DB	224 "20ft dipole"	Account for future 6ft stand-off mount	240ft
Radio Waves	SPD2-4.7 (22lbs) (2ft dia)	Account for proper microwave mount	160ft
Radio Waves	SPD3-4.7 (35lbs) (3ft dia)	Account for proper microwave mount	160ft
Radio Waves	HP4-11 (85lbs) (4ft dia)	Account for 2ft stand-off mount	145ft
Radio Waves	HP4-11 (85lbs) (4ft dia)	Account for 2ft stand-off mount	145ft
Radio Waves	HP4-11 (85lbs) (4ft dia)	Account for 2ft stand-off mount	145ft
Cambium Networks	2400AP (1lb) (11.75"x3.4"x3.4")	Leg mounted	135ft
Cambium Networks	C054045A (13lbs) (2ft dia)	Account for 2ft stand-off mount	135ft
Ubiquiti	AM-5G17-90 (2.4lbs) (14.4"x2.4"x1.6")	Leg mounted	135ft
Radio Waves	SPD2-4.7 (22lbs) (2ft dia)	Account for proper microwave mount	120ft
Motorola	PTP58400 (12lbs) (14.5"x14.5"x3.75")	Leg mounted	130ft
Radio Waves	HP6-59 (251lbs) (6ft dia)	Account for 2ft stand-off mount	100ft
Cambium Networks	PTP820C (13.2lbs) (9.1"x9"x3.8")	Account for 2ft stand-off mount	100ft

***Contractor shall furnish (Qty#1) DB Model #224 to be mounted directly to tower leg at 240ft**

2.3 Fabrication

- A. All fabrication, erection, and identification of structural steel shall conform to AISC specifications. Under no circumstances shall “dissimilar metal be used in contact with one another.
- B. The Contractor shall be able to document the source of all structural material, manufacturers, and processes.
- C. No field welding shall be permitted unless specifically approved in writing. All members shall be connected with galvanized structural bolts unless otherwise approved. The Contractor shall provide bolts, nuts, and lock washers

2.4 Tower Lighting Systems

- A. The Contractor shall furnish and install an all LED dual lighting system with the tower.
- B. The lighting system shall consist of medium intensity white LED beacons for daytime lighting and red LED obstruction lighting for nighttime operation.
- C. The lighting system shall conform to all FAA, NEC, and FCC Regulations.
- D. The tower structure shall be marked and/or lighted in accordance with FAA Advisory Circular 70/7460-1K Change 2, Obstruction Marking and Lighting, a med-dual system – Chapters 4, 8 (m-dual), and 12.
- E. The monitoring of tower lighting facilities shall be the responsibility of the County.
- F. Interconnecting cables between the lights and the control circuitry shall be in compliance with the National Electric Code, as well as all local electrical codes in effect at the site of installation.
- G. The dual lighting system shall be controlled by a photoelectric control device that will prevent overlap operation of the daytime and nighttime lighting systems. This automatic photoelectric device shall turn on the red LED lighting and turn off the medium intensity white LED lighting simultaneously. The control device shall turn on the medium intensity white lighting and turn off the red LED lighting when the north sky luminance rises to a specified level. The photoelectric sensing device(s) shall be installed to face the north sky, with the sensor's lens aligned along a horizontal, such that proper operation of the sensing device will occur in accordance with FAA Advisory Circular 70/7460-1K, Obstruction Marking and Lighting.
- H. Placement of both lighting systems units on the tower shall be in a manner which allows unobstructed view through 360 degrees.
- I. The tower lighting control shall be equipped with MOV surge arrestors which will prevent a lightning strike to the tower or lighting system from back feeding into the electrical distribution system of the equipment shelter. This device shall shunt surges to the tower grounding system, and

shall protect the tower lighting controller. An acceptable protector is Quality Power Systems, LLC model (OLF-TWR-EIDB) or equivalent model.

- J. The complete tower lighting system shall be designed to suppress all unwanted radio frequency interference. The Contractor shall be required to ensure that the system will include any optional equipment or circuitry required to eliminate all radio frequency interference, at no additional cost to the County.
- K. All tower lighting control box(s) shall be mounted inside shelter (**ref sec 3**) on dedicated wall with all beacon cabling routed neatly through hatch plate with properly fitted entry port boot.

2.5 Transmission Lines

- A. The Contractor shall furnish one run of seven eighth inch (7/8") coaxial cable to be ran and connected to the above noted DB224 dipole antenna. Also account for in tower design for an additional two runs of same diameter cable for future antenna growth.
- B. Also in tower design, account for the other 10 listed antennas will require each a five sixteenth (5/16") outdoor shielded, Cat 5e type cable.

2.6 Grounding

- A. The Contractor shall provide for materials and labor to design and install a complete external ground system for the tower site.
- B. Coaxial Surge Protection – The one seven eighth (7/8") coaxial line shall be protected by coaxial surge/lightning protectors, Polyphaser DSXL Series, or equivalent, between the transmitter and the antenna. Lightning arrestors shall be grounded to the internal master ground bus.
- C. Transmission Line Ground Kits - Coaxial transmission line shall be grounded at a point above the bend required to exit the tower mounted cable ladder to the ice bridge leading to the radio equipment shelter. These grounds shall be installed in accordance with the manufacturer's specifications, and shall be sealed against entry of moisture at any location where the outer sheath of the transmission line has been cut or removed.
- D. Site Grounding Electrode System - The tower shall be supplied with a complete ground system which conforms to the requirements of TIA/EIA-222-G and NEC/NFPA 780 unless otherwise specified.
- E. Ground Rings - The grounding system shall be configured as a single point ground system with two interconnected rings. One ring around the electronic equipment shelter foundation and one ring around the tower

foundation. The two rings shall be interconnected with a minimum of two separate conductors. The site master ground buss bar (MGB) will be located on the interior back wall of the equipment shelter foundation directly below the cable entry port.

- F. Grounding Radials - The grounding electrode system shall also incorporate a minimum of five (5) grounding radial conductors to enhance the system's ability to dissipate lightning strike energy. The radials shall all be directed away from the equipment shelter and shall each be a different length, between 50 – 75 feet in (+/- 5 increments). The radials shall incorporate supplemental ground rods. Additional ground rods and radials may be required to achieve the one (5) Ohm requirement.
- G. Ground Rods - Ground rods shall be 5/8 inch diameter, a minimum of 10 feet long, copper clad, and shall be driven not less than 12 feet into the ground. The ground rods shall be bonded together and bonded to the tower structure. All ground rods shall be installed to insure there is a minimum space of 20 feet between any two (2) rods. All ground rods shall be driven to a depth of 12 feet when measured from the bottom of the rod to the surface of the ground.
- H. Tower Grounding - Two grounding attachment plates shall be welded onto each tower leg at a point approximately 1 foot above the tower base that is suitable for an exothermic grounding bond. The attachment plate shall be affixed to the tower leg prior to the hot-dip galvanizing process.
- I. Tower Mounted Ground Buss Bars - A ground buss bar shall be installed at the top of the tower, additional ground buss bars shall be installed immediately below the first antenna mounting point on each side of the tower for connection of the transmission line grounding kits. Additional ground buss bars shall be installed every 75 ft. and below each antenna mounting point on each side of the tower. All tower mounted ground buss bars shall be tin plated copper a minimum length of 24 inches. With the exception of the bottom ground buss bar, each ground buss bar shall be attached directly to the tower steel without insulators. The buss bars installed at the bottom of the tower will be mounted to the tower with insulated standoff mounts and shall each have 2 dedicated AWG 4/0 ground conductors to insure they are electrically bonded to the site grounding electrode system. Grounding conductors shall be insulated to insure they only contact the tower at the bonding point.
- J. Ground System Testing - All grounding systems shall be tested using an AEMC or equivalent clamp-on ground resistance tester. The resistance to ground of all tie-in connections to the building's ground sources shall measure 5 Ohm or less.

2.7 Foundation and Tower Installation

- A. The Contractor will be required to develop a foundation design based on the soil and subsoil investigation that Chambers County has provided. **(ref 1.9 sec 3)** The design shall be prepared and stamped by an engineer licensed in the State of Texas in accordance with TIA/EIA-222-G Standard. Foundation designs should utilize, as a minimum, 3000 psi concrete and grade 60 reinforcing steel.

2.8 Tower Foundation Installation

- A. All concrete construction methods shall conform to the applicable section of ACI 318, latest version. All material shall be stored in such a manner as to prevent deteriorated or intrusion of foreign matter. Deteriorated material shall not be used in the work.

2.9 Foundation Forms

- A. Removal of forms shall be done in a manner which will ensure complete safety of the structure and concrete. Forms may be removed after 24 hours, provided the concrete has sufficiently hardened to prevent its being damaged during subsequent construction.
- B. All reinforcing shall be clean material. Reinforcing shall comply with ASTM A615 and ASTM A185, latest editions.
- C. All reinforcing bars shall be new and free of loose scale.

2.10 Tower Erection

- A. The Contractor will provide all necessary personnel, supervision, tools, equipment, and transportation.
- B. Any members which sustain damage will be reported to the County.
- C. After materials have been unloaded, the Contractor shall inventory all parts and prepare and list and report immediately to the County if there are shortages and damaged materials.
- D. The tower shall have a placard affixed that indicates the date, tower model, tower serial number(if any), tower manufacturer, installation Contractor, and other reference data that will allow the County to obtain reference information.

3 Equipment Shelter General Requirements

3.1 Shelter Specifications – General

- A. In addition to the 240ft radio tower, Chambers County, TX is seeking a self-generated, concrete shelter to house all communications equipment including tower lighting controller (**ref 2.4 sec 11**). This shelter shall be placed at the base of the 240 foot self-support tower to allow coaxial, Cat5e and lighting cable entry.
- B. The County will provide a 500 gallon LP tank with local propane vendor.
- C. Contractor shall provide appropriate concrete slab placed within compound area (**ref sec 4**) where best fit for propane provider's accessibility for fueling and servicing purposes.

3.2 Design Requirements

- A. Series I Specifications:
 - a) Floor Load: 200psf
 - b) Roof Load: 100psf
 - c) Walls: 150 mph
- B. Building Size:
 - a) Exterior: 16'3" L x 11'9" W x 10'4" H
 - b) Interior: 14'11" L x 10'5" W x 9' H
 - c) Estimated Weight: 49,000lbs
- C. Type:
 - a) Floor: 5 ¾" Solid Concrete, waffle-type construction
 - b) Walls: 4" Solid Concrete
 - c) Roof: Solid Concrete, 4" at Eaves and 5" at Ridge
 - d) Step-Joint Design
 - e) 2hr Fire Rated Design
 - f) Removable Lifting Lugs
 - g) 5000 psi Lightweight Concrete
 - h) Reinforcing Steel #4 & #6 Bars; 60,000 psi (Grade 60 ASTM-615)
 - i) Ballistics Tested for *U.L.752* (HPR - 30.06 – Point Blank Range)

D. Exterior Finish:

- a) Walls: Washed aggregate and sealed
- b) Roof: Troweled surface and sealed

E. Interior Finish:

- a) Walls: White Nu-Poly Interior Finish over 3/8" OSB
- b) Floor: Covered with 1/8" x 12" x 12" commercial vinyl tile with 4" base cove
- c) Ceiling: White Nu-Poly Interior Finish over 3/8" OSB
- d) Partition Wall: 2hr fire rated (between gen & equip rooms)

F. Insulation:

- a) Walls: R-16
- b) Ceiling: R-22

G. Entry:

- a) One (1) 3'0"x7'0" Insulated, Primed & Painted, 18GA Galvanized Steel Door
- b) One (1) 4'0"x7'0" Insulated, Primed & Painted, 18GA Galvanized Steel Door
- c) 16GA Galvanized Steel Door Frames
- d) Deadbolt Lockset – Best w-construction core (keyed alike)
- e) Pull Handles
- f) Pick Guard
- g) Hydraulic Closer
- h) Weather-stripping
- i) NRP Stainless Steel Hinges
- j) "T" Tie Back
- k) Door Bumper
- l) Drip Cap

H. Electrical: (ASSUMES A SINGLE PHASE SERVICE)

- a) One (1) Load center: Sq D 200Amp, 1phase, 120/240V, 40Space, #QO140M200
- b) Breakers: As Required
- c) One (1) Automatic Transfer Switch, Cummins # RSS200, 200Amp 1ph 120/240V
- d) Exterior Mounted 200Amp 120/240V Disconnect #D224NRB
- e) Surge Arrestor – Transtector Apex Imax #120TMR SAD/MOV (Type 1)
- f) Surge Arrestor – Transtector Apex Imax #120TR MOV (Type 2)
- g) Six (6) 120V, 20Amp Quad Receptacles – wall mounted in Equipment Room
- h) One (1) 120V, 20Amp Duplex Receptacle – wall mounted in Generator Room
- i) Eight (8) 120V, 20Amp Twist Lock Receptacles mounted above equipment racks
- j) One (1) Exterior GFCI Receptacle
- k) Conduit, wiring, j-boxes, raceway, sealtite as required

I. Lighting:

- a) Six (6) 4' Dual-Bulb, Fluorescent Lights, 32-Watt Bulbs w-Wraparound Lens-Equipment
- b) Two (2) 4' Dual-Bulb, Fluorescent Lights, 32-Watt Bulbs w-Wraparound Lens-Generator
- c) Four (4) Wall Switches
- d) One (1) 100W Incandescent Exterior Light, with globe and guard

J. Grounding:

- a) Halo Ground System – Perimeter #2 AWG Green Stranded Copper with down conductors at each corner - Per R56
- b) Schedule 40 PVC Sleeves 1", installed at 45 degrees through wall for ground exits
- c) Equipment Ground, #6 Green Stranded Copper – conduit, breaker panels, lighting fixtures, ladder racks, and other electrical hardware.
- d) Ground Bars – (2) ¼" x 4" x 24" Copper, one on interior, one on exterior

K. HVAC:

- a) Two (2) 1 Ton Wall-Mounted HVAC Unit with 5kw Heat Strip, Bard #W12A1-A05EPXXXJ – with economizer
- b) Controller – Bard #MC3000B w/alarms
- c) Supply & Return Grills W18-W24 (SG-2) (RG-2)
- d) Standard one year parts & labor warranty

L. Alarms:

- a) One (1) Type 66 Alarm Block
- b) Door Intrusion
- c) High/Low Temperature
- d) Smoke Alarm (Smoke Detector – Gentex #7100F 120VAC)

M. Cable Entry & Cable Ladder:

- a) One (1) 12 Port 4" diameter Microflex Cable Entry Port – with sealing caps
- b) Fifty (50) L.F. of 12" wide Cable Ladder with Hardware
- c) One (1) 4ft x 8ft Telco Board

N. Generator Room:

- a) Provide and Install one (1) 50kw Standby Generator – Cummins
- b) Model # 60GGPC or equivalent
- c) LP Vapor, 1phase, 120/240VAC
- d) Includes On-Site Start-up during normal hours; Std. Mfg. 2 Year Warranty
- e) One (1) Set Generator exhaust piping, thimble, generator transition and muffler wrap
- f) One (1) Exhaust Shutter, Gravity with Outside Hood and Insect Screen
- g) One (1) Intake Shutter, Motorized, Filtered with Outside Hood and Insect Screen
- h) Baseboard heater
- i) Does not include connection of generator to site electrical or fuel supply.

O. UPS System:

- a) Provide and Install one (1) 20kVA UPS system, Liebert Nfinity #NB20S0612600 with external maintenance bypass switch and UPS Load center in shelter with associated breakers
- b) Liebert Nfinity Series Model # NB20S0612600 20kVA/16kw with 7 minute backup time.
- c) Warranty – 2yr full onsite warranty

P. Miscellaneous:

- a) One (1) Document Holder
- b) Eight (8) galvanized flat tie downs with concrete anchors and related hardware
- c) Shelter finish-touch up kit

Q. Documentation:

- a) State and Third Party Approvals and Inspections as required
- b) Three (3) Sets Professionally Stamped Shelter Drawings
- c) Shelter Operations and Maintenance Manual, One (1) Shipped in each Shelter

3.3 Shelter Foundation Installation

- A. The Contractor will be required to develop a foundation design based on the soil and subsoil investigation. The design shall be prepared and stamped by an engineer licensed in the State of Texas in accordance with TIA/EIA-222-G Standard. Foundation designs should utilize, as a minimum, 3000 psi concrete and grade 60 reinforcing steel.
- B. Foundation shall measure approximately fifteen foot by twenty eight foot “15’ x 28” with common steps wide enough to cover both entry doors to shelter. The 3’2” extra foundation will allow travel between both rooms of shelter without having to step up and down from shelter’s foundation.

3.4 Shelter Grounding

- C. Shelter shall have all required internal grounding as spec out in listed design requirements under **sec 3.2**.
- D. All of the shelter’s prepped external ground tails will be bonded and incorporated into the tower and compound’s R56 compliant ground system.

4 Tower and Shelter Compound Requirements

4.1 Compound Specifications – General

- A. Chambers County forces will remove six (6) inches of grass and topsoil and replace with and compact one (1) foot of select fill over the entire Compound measuring approximately 60ft x 60ft.
- B. Contractor will be responsible for entire enclosing entire compound with 6ft tall, galvanized, chain link fencing and topped with anti-climb barbwire.
- C. Fencing will consist of (1) vehicle accessible gate and (1) walkthrough gate. Both gates will be placed strategically where fits best for tower and shelter access.

- D. Entire square footage of compound will have vegetation barrier placed and topped off with 6 inches of finishing white rock.

4.2 Compound Grounding

- A. Compound fencing and LP tank will be properly incorporated into tower and shelter's overall ground system with R56 compliance. **(ref 2.6)**

4.3 Compound Electrical

- A. Contractor will provide a H-Frame type electrical service panel(s) to provide required power to Shelter and outdoor self-contained NEMA type enclosure that will be provided by County partnered wireless internet company.
- B. Electrical panel(s) / meter(s) will be placed within compound where contractor sees best fit as well as taking account from local power company where underground electric service will be coming from.
- C. Chambers County will be responsible for contacting local Power Company (Center Point Entergy) to set up underground service to compound.
- D. County will be responsible for any permitting that may be required to initiate new service from Power Company.

4.4 County Partnered Wireless Internet Company Details

- A. Rise Broadband will provide self-contained outdoor enclosure w/stand, for Contractor to install within compound.
- B. Enclosure provided will be an Eltek Model #261996.
- C. Enclosure to be installed near tower's ice bridge to allow easy and neat antenna cable access entry.
- D. Enclosure to be wired and grounded to manufacturer specs. **(ref 4.3 sec 1)**

5 Final Acceptance of Radio Communications Tower and Shelter

5.1 Final acceptance of the installation will be as follows:

- A. Successful passage of all operational performance test
- B. A final as built drawing of the tower and shelter with all appurtenances installed as part of this contract shall be provided

- C. A complete set of site, grading, foundation and other drawings. Drawings will reflect any authorized modifications and changes which were approved by the Contractor and the County.
- D. All packing slips.
- E. Warranty documents
- F. Instruction, maintenance, or operations manuals.
- G. Site free of debris and excavations backfilled, compacted, and restored.
- H. Ground system properly installed and bonded.
- I. All alarms, circuits, and outlets properly labeled.
- J. The entire installation effort shall be inspected for conformity to these specifications and to the standards of good engineering practice.

6 General Proposal Forms

6.1 General Vendor Information

(Required from all proposers)

COMPANY NAME: _____

REPRESENTATIVE: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

TELEPHONE NO. _____ **FAX NO.** _____

6.2 Vendor Reference Information

Vendor Reference

Please list three (3) references of current customers for which a similar product is provided. Other governmental entities or institutions with similar usages are preferred. Include addresses, contact person, and telephone numbers:

1. ENTITY _____
CONTACT _____
TELEPHONE _____
LOCATION _____

2. ENTITY _____
CONTACT _____
TELEPHONE _____
LOCATION _____

3. ENTITY _____
CONTACT _____
TELEPHONE _____
LOCATION _____

6.3 Statement of Authenticity

Statement of Authenticity

The undersigned agrees, this proposal becomes the property of Chambers County after the official opening.

The undersigned agrees, if this proposal is accepted, to furnish any and all items/services upon which prices are offered, at the prices and upon the terms and conditions contained in the Specifications.

The undersigned affirms that they are duly authorized to execute this contract, that this proposal has not been prepared in collusion with any other Proposers, not any employee of Chambers County, and that the contents of this big have not been communicated to any other proposers or to any employee of Chambers County prior to the official opening of this proposal.

The undersigned affirms that they have read and do understand the specifications and any attachments contained in this proposal package.

NAME AND ADDRESS OF COMPANY

AUTHORIZED REPRESENTATIVE

Name

Signature

Address

Signature

City

Signature

Telephone

Fax

Business included in a Corporate Income Tax Return? _____ YES _____ NO

_____ Corporation organized and existing under the laws of the State of _____

_____ Partnership consisting of _____

_____ individual trading as _____

_____ Principal offices are in the city of _____

6.4 Proposal Bond

Proposal BOND

Proposer (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

Proposal

PROPOSAL DUE

DATE: _____

PROJECT (Brief Description Including Location):

BOND

BOND NUMBER: _____

DATE :(Not later than Proposal Due Date): _____

PENAL SUM: _____

IN WITNESS WHEREOF, Surety and Proposer, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

PROPOSER

SURETY

_____ (Seal)

_____ (Seal)

Proposer's Name and Corporate Seal

Surety's Name and Corporate Seal

By: _____

By: _____

Signature and Title
(Attach Power of Attorney)

Signature and Title

Attest: _____

Attest: _____

Signature and Title

Signature and Title

6.5 Performance Bond

PERFORMANCE BOND

Bond Identification No. _____

STATE OF TEXAS

COUNTY OF CHAMBERS

LET IT BE KNOWN BY THIS INSTRUMENT

That we, _____, as Principal, and _____, a corporation duly authorized to do business in this State, as Surety, are this date held and firmly bound unto the County of Chambers in the amount of _____ Dollars (\$ _____) for payment of which indemnity the said Principal and Surety, by this declaration, do firmly bind themselves, their heirs, executors, administrators, successors and assigns, jointly and individually.

This bond is made to secure the performance of Principal with respect to a contract dated _____ made by and between Principal and Chambers County for _____

The conditions of this obligation are, therefore, such that it shall remain in full force and effect until the Principal shall faithfully perform the Contract in accordance with the Contract.

In the event of Principal's failure to faithfully perform the Contract, Surety will assume full responsibility for completion of the Contract and become entitled to payment of the balance of the Contract amount.

The liabilities, rights, limitations, and remedies concerning this Bond shall be determined in accordance with the provisions of Chapter 2253 of the Texas Government Code, pursuant to which this bond is executed and given.

IN WITNESS TO THIS DECLARATION, the said Principal and Surety have signed and sealed this instrument,

this _____ day of _____, 2014.

PRINCIPAL

SURETY

By: _____ **By:** _____

Name: _____ **Name:** _____

Title: _____

Address of Attorney-In-Fact: _____

Telephone of Attorney-In-Fact: _____

6.6 Non-Collusion Affidavit

NOTE: PROPOSALS NOT ACCOMPANIED BY THIS AFFIDAVIT WILL NOT BE CONSIDERED.

NON-COLLUSION

AFFIDAVIT

STATE OF TEXAS}

COUNTY}

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the following, who, upon oath, says:

I am the Manager, Secretary or other agent of officer or the principal of the Proposer in the matter of the proposal to which this affidavit is attached, and I have full knowledge of the relations of the Proposer with the other firms in this same line of business, and the Proposer is not a member of any trust, pool or combination to control the price of supplies proposed on, or to influence any person to propose or not to propose thereon.

I further affirm that the Proposer has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted proposal.

Affiant

SWORN TO AND SUBSCRIBED BEFOR ME by the above Affiant, who, on oath states that the facts contained in the above are true and correct. This _____

Day of _____, 2016.

Notary Public in and for

_____ County, Texas

Name of Proposer _____

Signed by _____

Signature

Title

Address: _____

Telephone Number: _____

Date: _____

The County of Chambers does not discriminate on the basis of race, color, national origin, sex, religion, age, or disability in employment or the provision of services.



CHAMBERS COUNTY, TEXAS
REQUEST FOR SEALED PROPOSALS
RADIO COMMUNICATIONS TOWER &
SHELTER

End of Packet