

AGREEMENT FOR DESIGN-BUILD SERVICES

COUNTY OF NEVADA

NEVADA COUNTY SHERIFF'S OFFICE

RADIO DISPATCH TOWER PROJECT

THIS AGREEMENT, made this 14th day of October, 2025, by and between **RADCO Construction** whose place of business is at 450 US HWY 395 N, Carson City, NV, 89704 hereinafter called ("Contractor"), and the COUNTY OF NEVADA hereinafter referred to as ("County").

The parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

Article I. Work

- 1.1 Contractor shall provide, furnish, and perform all necessary planning, architectural, engineering, and all other design services of any type, procurement, permitting and support services, construction, landscaping, clean-up, and all other construction services of any type, provide and furnish all necessary supplies, materials and equipment (except those to be provided by County, if any) and all necessary supervision, labor, and services required for the complete engineering, design, procurement, quality assurance, construction and all necessary installation, start-up and testing required for a complete, operational, and fully functional Project, as further described in Section 01 11 00 Summary of Work and Section 01 11 01 Summary of Work – Design Services of the Division 1 General Specifications, and Contractor's Best and Final Proposal (hereinafter, the all-inclusive obligations of the Contractor set forth in this sentence shall be referred to as the "Work"). Except with regard to any material to be provided and/or installed by County, Contractor shall fully commission and turn over a complete, operational, and fully functional Project to County. Without limiting the generality of this Agreement, Contractor shall provide the following work and Services:
- 1.2 Contractor shall prepare complete designs, engineering, working drawings, shop drawings and generate drawings and/or engineering analysis setting forth in detail the specifications and requirements for the purchasing and procurement of the services, materials and equipment and for the construction of the complete, operational, and fully functional Project, and shall furnish the services of all necessary supervisors, engineers, designers, draftsmen, and other personnel necessary for the preparation of those drawings and specifications required for the Work, including the pertinent information for natural gas, water supply, and any other utilities, as required.
- 1.3 Contractor shall provide, install and complete as specified and pay for all labor, materials and equipment, tools, supplies, construction equipment and machinery, construction, start-up and testing, utilities, transportation, and other facilities and

services (including any temporary materials, equipment, supplies and facilities) necessary for the proper execution and completion of the complete, operational, and fully functional Project, including the permanent interconnection for electricity, natural gas, water supply, and any other utilities and demonstration of fully satisfactory operation of all systems and equipment.

- 1.4 Contractor shall supervise and direct the Work, and shall furnish the services of all supervisors, forepersons, skilled and unskilled labor, and all other personnel necessary to design and construct the complete, operational, and fully functional Project. Contractor shall provide, manage and organize such personnel as necessary to complete the Work in accordance with all requirements of the Contract Documents.
- 1.5 Contractor shall obtain, at Contractor's expense, all governmental and private approvals, licenses, and permits required to complete the Work; provided, however, County will be responsible for paying the cost of all fees imposed by regulating agencies with jurisdiction over the project except as may otherwise be noted in the Contract Documents. Contractor shall design and construct complete, operational, and fully functional Project in full compliance with all applicable laws, codes and standards (both public and private), including but not limited to, the standards included and warranties expressed in the Contract Documents and manufacturer's recommendations pertaining to individual items of equipment or systems.

Article II. County's Project Manager and Representatives

- 2.1 County may assign all or part of its rights, responsibilities and duties to a Sheriff's Office Project Manager or other representative. County shall inform Contractor in writing of such assignment and the extent of its representative's authority.
- 2.2 All notices or demands to County under the Contract Documents shall be to County's Project Manager at:

Nevada County Sheriff's Office
Attn: Dispatch Radio Tower Project Manager
County of Nevada
950 Maidu Ave.
Nevada City, CA 95959

or to such other person(s) and address(es) as County shall provide to Contractor.

Article III. Contract Time and Liquidated Damages

- 3.1 Contractor shall complete the Work within the following schedule reflecting the date the Contract Time commences to run as set forth in the Notice to Proceed and the General Conditions. County reserves the right to modify or alter the Commencement Date of the Work.
- 3.2 Therefore, Contractor accepts the following completion obligations:

- 3.2.1 Contractor acknowledges that it is in County's best interests to begin work as soon as possible after County award of the Contract and issuance of the Notice to Proceed. As noted elsewhere in this agreement, Contractor may, at its option, phase preparation and issuance of Construction Documents to facilitate commencement of work such as site work, utilities installation and foundation installation. County will reasonably phase its reviews and approvals of such phasing to support Contractor's work.
- 3.2.2 Contractor shall diligently pursue completion of the work, Contractor shall achieve Substantial Completion of the entire project as agreed upon between both parties in writing and upon determination and negotiation with the selected Firm.
- 3.2.3 Contractor shall achieve Final Completion within 30 calendar days of the date when County certifies Substantial Completion as defined in the General Conditions.
- 3.2.4 While the parties acknowledge that Substantial Completion shall be defined in the General Conditions Section 1.09, Contractor agrees it shall fully participate in and cooperate with the County in obtaining all necessary permit final approvals required to operate the Project.

3.3 Liquidated Damages:

County and Contractor recognize that time is of the essence of this Agreement and that County may suffer financial loss in the form of additional contract administration expenses (including project management and consultants' expenses), delay and loss of public use, if the Work is not completed within the time specified in Paragraph 3.2.2 above plus any extensions thereof allowed in accordance with the Contract Documents. Consistent with Section 1.15 of the General Conditions and Paragraph 3.2.2 above, Contractor and County agree that because of the nature of the Project, it would be impractical or extremely difficult to fix the amount of actual damages incurred by County because of a delay in completion of the Work.

Accordingly, County and Contractor agree that Contractor shall pay County the following liquidated damages measures that apply separately and cumulatively:

- 3.3.1 Contractor shall pay County **One Thousand Dollars** (\$ 1,000.00) per calendar day for every day by which Substantial Completion exceeds the date set in Paragraph 3.2.2 above.
- 3.3.2 Liquidated damages for delay shall cover and be in lieu of the actual damages suffered by County as a result of delay. Liquidated damages are intended to compensate County for damages it incurs as a result of delay, but do not cover the cost of completion of the Work or damages not arising from delays. These liquidated damages shall be the County's sole remedy for recovery of damages due to delays in the Work.
- 3.3.3 Subject to the liquidated damages measures in the Contract Documents, Contractor shall have no liability for consequential damages arising out of the

completion of the Work under the Contract Documents, except to the extent that such consequential damages arise from personal injury, property damage, economic loss or defective work, or are otherwise covered by any insurance maintained by Contractor or any Subcontractor, Supplier, design professional or any other party involved on the Project.

- 3.3.4 Compensable Delays claimed by the Contractor shall be evaluated and determined based upon the specific factors involved and the causes of the delays including trade standards and any other acceptable means for the resolution of Compensable Delays as may become agreeable to both parties.

Article IV. Contract Sum

- 4.1 County shall pay the Contractor the sum of the Base Project (\$495,900.00) as the "Contract Sum" for the completion of the Work in accordance with the Contract Documents and the amounts stipulated in the Contractor's Cost Proposal. The total Contract Sum shall be

Four hundred ninety-five thousand and nine hundred dollars (\$495,900.00).

- 4.2 The Contract Sum is all inclusive and includes all Work; all federal, state, and local taxes on materials and equipment, and labor furnished by Contractor, its subcontractors, subconsultants, architects, engineers, and vendors or otherwise arising out of Contractor's performance of the Work, including any increases in any such taxes during the term of this Agreement; and any duties, fees, and royalties imposed with respect to any materials and equipment, labor or services. The taxes covered hereby include (but are not limited to) occupational, sales, use, excise, unemployment, FICA, and income taxes, customs, duties, and any and all other taxes on any item or service that is part of the Work, whether such taxes are normally included in the price of such item or service or are normally stated separately. Notwithstanding the foregoing, each party shall bear such state or local inventory, real property, personal property or fixtures taxes as may be properly assessed against it by applicable taxing authorities.
- 4.3 Contractor shall perform the following item in the County's program, which is included in the Contract Sum stipulated in Section 4.1 for the following price, which includes all overhead, markup and profit:
- 4.3.1 Option 1- Deduct/Add _____dollars (\$_____).

Article V. Contractor's Representations and Warranties

In order to induce County to enter into this Agreement, Contractor makes the following representations and warranties:

- 5.1 By execution of the attached, CERTIFICATION OF WORKERS' COMPENSATION, Contractor certifies awareness of the provisions of Section 3700 of the California Labor

Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and compliance with such provisions before commencing the performance of this Agreement.

- 5.2 Contractor has visited the Project Site and has reasonably examined the nature and extent of the Work, site, locality, actual conditions, as-built conditions, and all local conditions and federal, state and local laws and regulations that in any manner may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the design and the means, methods, techniques, sequences or procedures of construction to be employed by Contractor and safety precautions and programs incident thereto.
- 5.3 Contractor has reasonably examined all reports of exploration and tests of subsurface conditions, as-built drawings, drawings or reports, available for design and construction purposes, of physical conditions, including those which are identified in the Project Improvement Information⁶ or which may be apparent at the site and accepts the criteria set forth in these documents and the General Conditions to the extent of the information contained in these documents upon which the Contractor is entitled to rely. Contractor agrees that except for the information so identified, Contractor does not and shall not rely on any other information contained in these documents.
- 5.4 After contract award, Contractor will conduct or obtain any additional examinations, investigations, explorations, tests, reports and studies, including but not limited to geotechnical investigations upon which the design will be based, that pertain to the surface and subsurface conditions, as-built conditions, Underground Facilities and all other physical conditions at or contiguous to the site as Contractor considers necessary for the performance or furnishing of Work at the Contract Sum, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.
- 5.5 Contractor has correlated its knowledge and the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- 5.6 Contractor has given County prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered before contract award in or among the Contract Documents and as-built drawings and actual conditions and the written resolution thereof through Addenda issued by County is acceptable to Contractor.
- 5.7 Contractor is duly licensed, organized, existing and in good standing under applicable state law, and is duly qualified to conduct business in the State of California.
- 5.8 Contractor has duly authorized the execution, delivery and performance of this Agreement, the other Contract Documents and the Work to be performed herein. The Contract Documents do not violate or create a default under any instrument, agreement, order or decree binding on Contractor.

- 5.9 Contractor confirms its intent to include in the Project the following pre-qualified subcontractors, who were listed in the Contractor's RFQ earlier in this project. Contractor acknowledges its responsibility to provide County with a complete and updated list of subcontractors as they become known on the project, and that such listing shall be in accordance with the requirements of California Public Contract Code § 20133 *et seq.*

Name of Subcontractor and Location of Mill or Shop	Description of Work: Reference To Bid Items	Subcontractor's License No.
Affordable Fencing	Fencing	605338

Article VI. Contract Documents

Any and all obligations of the County and the Contractor are fully set forth and described herein. All of the above documents are intended to cooperate so that any work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all said documents. The documents comprising the complete Contract are hereinafter collectively referred to as the Contract Documents.

- 6.1 The Contract Documents which comprise the entire Agreement between County and Contractor concerning the Work consist of the following, including all changes, addenda and modifications thereto, as listed on Table of Contents and List of Drawings, Tables and Schedules:

- ✓ Request For Proposal No 200465 and DBE's response to such proposal
- ✓ Notice of Award
- ✓ Notice to Proceed
- ✓ Agreement for Design-Build Services
- ✓ Certification of Nondiscrimination in Employment

- ✓ Certification of Worker's Compensation
- ✓ Performance Bond
- ✓ Payment Bond
- ✓ General Conditions
- ✓ Supplemental or Special Conditions
- ✓ Design Criteria (as published in the Request for Proposals)
- ✓ Technical Proposal and Project Specifications (as submitted by the Design-Build Team)
- ✓ Design-Build Cost Proposal (as submitted by Design-Build Team and accepted by County)
- ✓ Drawings and Technical Specifications
- ✓ Addendum
- ✓ Approved Change Orders

6.2 The Contract Requirements for design and construction are as defined in the Contract Documents, unless otherwise specifically excluded, modified, or amended. Construction Documents produced by the Design-Build Contractor may serve as Contract Documents between the Design-Build Contractor and Subcontractor but are an instrument for fulfilling the Design-Build Contract Requirements as defined by the Contract Documents and do not replace them.

6.3 There are no Contract Documents other than those listed above in this Document, Article VI. The Project Improvement Information and other reports or information provided regarding or pertaining to existing conditions, the Geotechnical Report, and other information supplied through these documents, are not Contract Documents. The Contract Documents may only be amended, modified or supplemented as provided in the General Conditions.

Article VII. Miscellaneous

7.1 Terms used in this Agreement are defined in the 00 72 00 General Conditions and Section 01 42 00 References and Definitions and will have the meaning indicated therein.

7.2 It is understood and agreed that in no instance is any person, signing this Agreement for or on behalf of County or acting as an employee or representative of County, liable on this Contract, or upon any warranty of authority, or otherwise, and it is further understood and agreed that liability of County is limited and confined to such liability as authorized or imposed by the Contract Documents or applicable law.

7.3 Contractor shall not assign any portion of the Contract Documents, and may subcontract portions of the Contract Documents only in compliance with the Subcontractor Listing requirements of California Public Contracting Code §20133 *et seq.*

- 7.4 The Contract Sum includes all allowances (if any).
- 7.5 In entering into a public contract or a subcontract to supply goods, services or materials pursuant to a public contract, the Contractor or Subcontractor irrevocably offers and agrees to assign to the awarding body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act, (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time County tenders final payment to the Contractor, without further acknowledgment by the parties.
- 7.6 This Agreement is executed in the County of Nevada and is intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. Any legal proceedings regarding this agreement initially shall be brought under the jurisdiction of the Superior Court of the County of Nevada, State of California. Each party waives and federal court removal and/or original jurisdiction rights it may have
- 7.7 Contractor accepts the claims procedures established in the General Conditions of this Agreement, Section 1.12, as established under California Government Code Section 930.2 et seq.
- 7.8 County shall have the right to timely and fully review all phases of Contractor's design including, but not limited to, drawings, specifications, shop drawings, samples and submittals, as specified in the Contract Documents. Such review, approval and other action shall not relieve Contractor of its responsibility for a complete design complying with the requirements of the Contract Documents; but rather, such review shall be in furtherance of County's monitoring and accepting the design as developed and issued by the Contractor, consistent with these Contract Documents. Contractor's responsibility to design and construct the Project in conformance with the Contract Documents shall be absolute.
- 7.9 By entering into this Agreement, the Contractor accepts and agrees to the terms and conditions of Insurance and Indemnification stipulated in Section 1.04 of the General Conditions.
- 7.10 INTERPRETATION:
1. The parties hereto acknowledge and agree that each has been given the opportunity to independently review this Agreement with legal counsel, and/or has the requisite experience and sophistication to understand, interpret and agree to the particular language of the provisions of the Agreement.
 2. In the event of a controversy or dispute between the parties concerning the provisions herein, this document shall be interpreted according to the provisions herein and no presumption shall arise concerning the draftsmanship of such provision.

- 7.11 This Agreement supersedes any and all agreements, either oral or in writing, between the Parties with respect to the subject matter herein. Each party to this Agreement acknowledges that no representation by any party which is not embodied herein or any other agreement, statement, or promise not contained in this Agreement shall be valid and binding.

IN WITNESS WHEREOF, this Contract has been duly executed by the parties hereinabove named, on the day and year first herein written.

CONTRACTOR: (Name of Contractor)

(If a Corporation, two signatures are required unless corporate authorization of a singular signature is provided.)

Dated this _____ day of _____, 20__

NAME
TITLE

ADDRESS:

TELEPHONE:

APPROVED: STATE OF CALIFORNIA
COUNTY OF NEVADA

HEIDI HALL
HONORABLE, CHAIR OF THE BOARD

ATTEST TO
CLERK OF THE BOARD or DESIGNEE

DATE OF BOARD APPROVAL

APPROVED AS TO FORM BY:

APPROVED AS TO FUNDS BY:

COUNTY COUNSEL

COUNTY AUDITOR

1.0 CERTIFICATION OF NONDISCRIMINATION IN EMPLOYMENT

(This certification shall be executed by the Proposer (D-B Entity) in accordance with Section 60-1.6 of the Regulations of the President's Committee on Equal Employment Opportunity for implementing Executive Orders 10925 and 11114.)

The D-B Entity represents that he (has, has not) participated in a previous contract or subcontract subject to either the equal opportunity clause herein or the clause contained in Section 301 of Executive Order 10925; that he (**has, has not**) filed all required compliance reports; and that the representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained prior to subcontract awards.

NAME OF PROPOSER

PRINT NAME OF PROPOSER

(Signature of Bidder)

Dated: _____

(NOTE: Circle has or has not above, whichever applies.)

The contractors will comply, with all Federal statutes relating to non-discrimination. These include but are not limited to (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. Subsections 1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S. C. Sec. 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (29 U.S.C. Subsections 6101-6107) which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 93-255), as amended, relating to non-discrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to non-discrimination on the basis of alcohol abuse or alcoholism; (g) Subsections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to the confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. Sec. 3601 et seq.), as amended, relating to the sale, rental, or financing of housing; (i) Subtitle A, Title II of the Americans with Disabilities Act of 1990, which prohibits discrimination against disabled persons; and (j) Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39 and any other non-discrimination provisions in the specific statute(s) under which application for Federal assistance is being made.

* * * * *

2.0 CERTIFICATION OF WORKERS' COMPENSATION

(LABOR CODE SECTION 1861)

STATE OF CALIFORNIA
COUNTY OF NEVADA

I, the undersigned, do hereby certify:

That I am aware of the provisions of Section 3700 of the Labor Code of the State of California, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract.

Executed at _____, California, on the _____ day of _____ .

I certify under the penalty of perjury that the foregoing is true and correct.

Contractor-Employer

* * * * *

3.0 BOND OF FAITHFUL PERFORMANCE

KNOW ALL PERSONS BY THESE PRESENTS, THAT WHEREAS, COUNTY OF NEVADA, STATE OF CALIFORNIA, ("Owner") has awarded to RADCO Construction as Principal ("Contractor"), a contract for the work described as follows:

Design and construction of the **Nevada County Radio Dispatch Tower Project**

AND, WHEREAS, pursuant to Public Contract Code 10224, the Contractor is required to furnish a bond in connection with said contract, guaranteeing the faithful performance thereof.

NOW, THEREFORE, the undersigned Contractor and RADCO Construction, licensed by the State of California to execute bonds and undertakings as sole surety, "Surety," are held and firmly bound unto the Owner in the sum of Four Hundred Ninety Five Thousand and Nine Hundred Dollars (\$495,900.00) for the payment of which sum Contractor and Surety bind themselves, their successors, and assigns, jointly and severally, by this instrument.

THE CONDITION OF THIS OBLIGATION IS SUCH,

1. Contractor will faithfully perform the work described in [CONTRACT NO.] and shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material, other than any material agreed to be furnished by the County, necessary to complete the work in a good workmanlike manner.
2. Contractor's work will be done in accordance with all applicable law and completed on or before [completion date], or as otherwise provided by lawful extensions of time granted by the County. Should Contractor fail to complete all required work within the time allowed, County may, at its sole discretion, cause all required work to be completed and the Contractor and Surety will be firmly bound for the payment of all necessary costs therefore.
3. Contractor guarantees its work against any defective work, labor, or materials for a period of one (1) year following completion and acceptance by the County.
4. Surety, for value received, agrees no changes, time extensions, alteration, or modification of the contract documents or of the obligation to be performed will in any way affect its obligation on this bond, and it waives notice of any such change, extension of time, alteration, or modification of the contract documents or of the obligation to be performed.
5. This bond consists of this instrument, the Contract Documents, and the following two (2) exhibits, all of which are incorporated by this reference:
 - a. A certified copy of the appointment, power of attorney, bylaws, or other instrument entitling or authorizing the persons executing this person to do so; and
 - b. Current proof that the Surety is licensed to do business in the State of California for the type of insurance required by this bond.
6. This obligation will remain in effect for one (1) year following the County's acceptance of work as complete. If at that time, Contractor has performed its obligation, the obligation will be null and void.
7. If suit is brought upon this bond, Surety agrees it will pay, in addition to the basic obligation herein, all court costs, expenses, and all reasonable attorneys' fees awarded and fixed by the Court, and to be taxed as costs, and to be included in the judgment therein rendered.

Approved as to form:

By: _____
Nevada County Counsel's Office

By: _____
*Surety Attorney-in-Fact
(Signature must be notarized)

By: _____
Contractor
(Signature must be notarized)

Date: _____

Date: _____

Date: _____

Address of Surety: _____

*Attorney-in-fact must have power of attorney on file with the Nevada County Clerk or attached to this bond.

4.0 BOND FOR LABOR AND MATERIALS

KNOW ALL PERSONS BY THESE PRESENTS, THAT WHEREAS, COUNTY OF NEVADA, STATE OF CALIFORNIA, ("Owner") has awarded to RADCO Construction as Principal ("Contractor"), a contract for the work described as follows:

Design and construction of the **Nevada County Radio Dispatch Tower Project**

AND, WHEREAS, pursuant to Public Contract Code section 10223, the Contractor is required to furnish a bond in connection with said contract, to secure the payment of claims of laborers, mechanics, and other persons as provided by law.

NOW, THEREFORE, we, the undersigned Contractor and [enter name of surety], licensed by the State of California to execute bonds and undertakings as sole surety, "Surety," are held and firmly bound unto the Owner in the sum of [WRITE AMOUNT] Dollars (\$000.000.00) for the payment of which sum Contractor and Surety bind themselves, their successors, and assigns, jointly and severally, by this instrument.

THE CONDITION OF THIS OBLIGATION IS SUCH,

1. That if said Principal or its subcontractors shall fail to pay any of the persons named in Civil Code section 9100, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, that the surety herein will pay for the same, otherwise this obligation is to be void. In case suit is brought upon this bond, the Surety will pay a reasonable attorney's fee to be fixed by the court.
2. This bond shall inure to the benefit of any persons named in Civil Code section 9100 as to give a right of action to such persons or their assigned in any suit brought upon this bond.
3. The aggregate liability of the Surety hereunder, including costs and attorney fees, on all claims whatsoever, shall not exceed the penal sum of the bond in accordance with the provisions of Section 996.470(a) of the Code of Civil Procedure.
4. This bond is executed by the Surety, to comply with the provisions of Public Contract Code sections 7103, 10221, and 10222, of Chapter 5, Title 3, Part 6, Division 4 of the Civil Code and of Chapter 2, Title 14, Part 2 of the Code of Civil Procedure and said bond shall be subject to all of the terms and provisions thereof.
5. This bond may be cancelled by the Surety in accordance with the provisions of Section 996.310 et seq. of the Code of Civil Procedure.
6. This bond to become effective _____.

Approved as to form:

By: _____
Nevada County Counsel's Office

By: _____
*Surety Attorney-in-Fact
(Signature must be notarized)

By: _____
Contractor
(Signature must be notarized)

Date: _____

Date: _____

Date: _____

Address of Surety: _____

*Attorney-in-fact must have power of attorney on file with the Nevada County Clerk or attached to this bond.

5.0 NONCOLLUSION AFFIDAVIT

State of California) County of _____)

_____, being first duly sworn, deposes and says that he or she is _____ of _____ the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Signature: _____ Title: _____
Date: _____

Subscribed and sworn to before me this _____ day of _____, 20____.

Signature of Notary Public

NEVADA COUNTY
DEPARTMENT OF INFORMATION & GENERAL SERVICES
on behalf of the

Sheriff's Office



NEVADA
COUNTY
CALIFORNIA

REQUEST FOR PROPOSALS
Design/Build Entity Proposals
for
Radio Dispatch Tower

RFP No. 200465

Submittal Deadline: June 10, 2025
not later than 5:00 PM (Pacific)

Nevada County RFP No. 200465
Design/Build Entity Proposal for the
Radio Dispatch Tower

TABLE OF CONTENTS

<u>SECTION</u>		<u>Page</u>
1.0	INTRODUCTION	1
2.0	RFP PROCESS DETAILS.....	1
3.0	PROJECT SPECIFICATIONS	4
4.0	TENTATIVE SCHEDULE	19
5.0	PRE-PROPOSAL CONFERENCE	20
6.0	PREVAILING WAGE REQUIREMENTS.....	20
7.0	DEPARTMENT OF INDUSTRIAL RELATIONS PUBLIC WORKS CONTRACTOR REGISTRATION	21
8.0	ASSURANCE OF DESIGNATED STAFF	21
9.0	EVALUATION CRITERIA	21
10.0	AWARD OF THE DESIGN/BUILD AGREEMENT	22
11.0	BID SECURITY ELECTION FORM.....	25
12.0	PROPOSER'S BIDDER'S BOND.....	26
13.0	CERTIFICATE OF ACKNOWLEDGEMENT	27
14.0	ENTITY DESCRIPTION	28
15.0	COST PROPOSAL FORM – LUMP SUM	29
16.0	AGREEMENT FOR DESIGN-BUILD SERVICES	30
17.0	CERTIFICATION OF NONDISCRIMINATION IN EMPLOYMENT.....	40
18.0	CERTIFICATION OF WORKERS' COMPENSATION	41
19.0	BOND OF FAITHFUL PERFORMANCE.....	42
20.0	BOND FOR LABOR AND MATERIALS	44
21.0	NONCOLLUSION AFFIDAVIT	45

1.0 INTRODUCTION

Nevada County is seeking qualified Firms for the purpose of providing design-build services for the design and construction of a Radio Dispatch Tower (the "Project"), to submit proposals for the Project.

Proposals received for this RFP will be evaluated as set forth in this RFP to identify the successful D-B Entity to whom the design-build contract for the Project will be awarded based on a determination of which Proposal provides the Best Value to the County for the Project.

Direct all inquiries regarding this RFP in writing to:

Desiree Belding, CPPO, CPPB
Nevada County Purchasing
Division 950 Maidu Ave.
Nevada City, CA 95959
Phone: (530) 265-1557
Email: desiree.belding@nevadacountyca.gov

Do not contact the Design and Performance Criteria consultant or County departments or other County staff directly. Information provided by other than the above contact may be invalid and proposals which are submitted in accordance with such information may be declared non-responsive.

If it becomes necessary to revise any part of this RFP, written addenda will be issued. Any amendment to this RFP is valid only if in writing and issued by the Nevada County Procurement Services Division. All addenda for this RFP will be distributed via Nevada County's website: <https://www.mynevadacounty.com/734/Purchasing#RFP>

It is the proposer's sole responsibility to monitor this website for possible addenda to this RFP. Failure of proposer to retrieve addenda from this site shall not relieve him/her of the requirements contained therein. Additionally, failure of proposer to return signed addenda, when required, may be cause for rejection of his/her proposal.

2.0 RFP PROCESS DETAILS

2.1 This RFP is a detailed description of the County's expectations for the Project which includes the RFP, Design Performance Criteria, Program, Contracting Requirements, General Specification Sections, and the Appendices. During the proposal development period, the County will hold informal and confidential meeting conferences with the D-B Entities. Upon submission of the Proposals, the County and its review team will evaluate the proposals on their merits and based on their conformance to the established performance standards. The D-B Entity submitting the proposal which demonstrates the best adherence to the requirements contained in this RFP with the overall Best Value will be awarded the Design-Build contract for the Project.

2.2 The programmatic design criteria guidelines identified in the RFP are derived from County's functional and operational requirements. To the extent that County needs are the primary drivers of the design for the Project, meeting the criteria will assure

that the design solution will satisfy County's requirements. Any deviation from the programmatic criteria and planning/design guidelines will require quantitative and measurable benefits justification to the overall Project. Any proposed deviation must be documented in this submission. Proposers must submit any proposed deviations in writing to the Owner's Representative, and receive Owner's prior written approval of such deviation, prior to submission of the proposal.

- 2.3** For participating completely in the RFP process, up to two unsuccessful proposers will be awarded a stipend. The unsuccessful proposers shall accept their stipend payment with the acknowledgement that the County will have ownership of all submitted proposal documents for this project, with the exception of items considered to be confidential business or trade secret information. The County will have ownership rights to the submitted proposal documents and the intellectual property contained therein. The County at its sole discretion may choose to incorporate any designs, elements, ideas or features of the unsuccessful proposal documents during the subsequent development of the project design performed by the D-B Entity that is awarded the D-B Contract.
- 2.4** It is anticipated by the County that the final Project design will meet or exceed the requirements set forth in the RFP Phase II. Each D-B Entity responding to this RFP Phase II must include, at a minimum, the General Contractor, Architect, Subconsultants, and Subcontractors that were pre-qualified under Phase I Prequalification Phase. The awarded D-B Entity's Architect shall be required to complete the design and serve as the Architect of Record for the Project.
- 2.5** Prior to submitting a proposal, each D-B entity shall examine the site, the criteria documents and these instructions contained herein and satisfy itself as to the conditions with which it must comply. These instructions form part of the Contract Documents and shall have the same force as any other Contract Document.
- 2.6** Proposers shall be aware of, and shall comply with, the requirements of applicable codes, regulations, ordinances and laws referenced in the instructions in the RFP and in the Contract Documents and Design Criteria.
- 2.7** A proposer may be rejected on the basis that a proposer, any officer of such proposer or any employee of such proposer who has a proprietary interest in such proposer, has been disqualified, removed or otherwise prevented from proposing on, or completing a Federal, State or Local project because of a violation of law or safety regulation.
- 2.8** If answers in any of the questionnaires provided by the D-B Entity in Phase I phase have subsequently changed to become "yes" or "no" as pertains to issues of disqualifications, the D-B Entity must immediately notify the County. The County will review the circumstances presented and if deems acceptance of the proposal is not in the best interest of the County, the proposal will be rejected.
- 2.9** The Proposal is not transferable to another Proposer. The Proposal must be submitted in same name style and manner as is used on Proposer's license. If a Proposal is submitted by a firm or partnership, the name and postal address of the firm or partnership, and the signature of one or both partners must be shown; if

made by a corporation, proposal shall show name of the State under the laws of which the corporation was chartered, name of the corporation and title of the person who signs on behalf of the corporation. Corporate seal must be used.

3.0 PROJECT SPECIFICATIONS

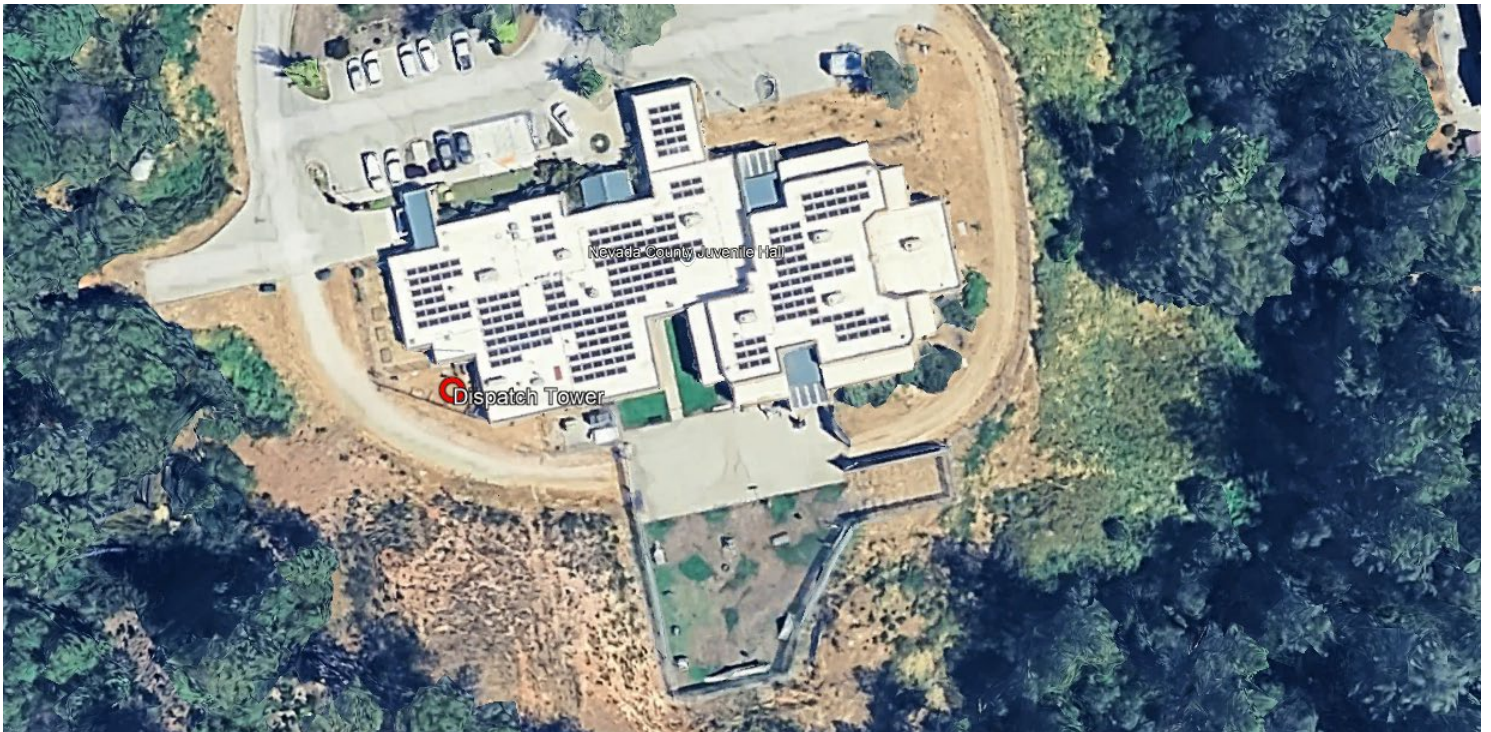
Construction Specifications for Nevada County, CA Dispatch

Project Name: Nevada County Dispatch Tower

Project Location: 39.265639°, -121.032913°

Specifications Written By: Jeff Edelson – Project Consultant

Specifications Reviewed By: Robert Jakobs, Nevada County Sheriff's Office



1.0. REFERENCED STANDARDS

The Design/Build Entity (DBE) shall perform its work in a manner that meets or exceeds the requirements and recommendations of the following standards:

- 1.1. The Project Plans and Specifications;
- 1.2. The International Building Code (IBC) 2021;
- 1.3. Minimum Design Loads for Building and Other Structures ASCE/SEI 7-16 with Supplement 1;
- 1.4. ANSI/TIA-222-H Structural Standards for Steel Antenna Towers and Antenna Supporting Structures with all Addenda;
- 1.5. The American Concrete Institute (ACI) 318-2019 Building Code Requirements for Structural Concrete;
- 1.6. The American Concrete Institute (ACI) 347 Recommended Practice for Concrete Framework;
- 1.7. The American Institute of Steel Construction (AISC) Specifications for Structural Steel Buildings 360-16;
- 1.8. Research Council on Structural Connections (RCSC) Specification for Structural Joints Using High-Strength Bolts, June 11, 2020;
- 1.9. The 2020 American Welding Society (AWS) D1.1;
- 1.10. The Occupational Safety & Health Administration (OSHA);
- 1.11. National Fire Protection Association, NFPA 58, NFPA 70, NFPA 76;
- 1.12. Motorola Standards and Guidelines for Communication Sites (R56), Chapters 4 and 5;
- 1.13. TMS 402/602-16 Building Code Requirements and Specification for Masonry Structures;
- 1.14. All other codes and standards adopted by jurisdictions having authority.

2.0. SITE AND CONSTRUCTION

- 2.1. Should site clearing be required or if additional roadway material is needed, it shall be provided by the DBE. The DBE shall identify all areas requiring excavation, backfill, earthmoving and erosion control for County review and approval prior to initiating earthwork. The DBE shall have written approval from the County for any earthwork prior to initiating work. The DBE shall follow all requirements of authorities having jurisdiction.
- 2.2. The DBE shall set up a concrete washout area and capture all wash water and debris. The DBE shall ensure that no concrete is wasted on site unless approved by the County in writing prior to concrete placement.
- 2.3. The DBE shall not create any permanent marking on any structure, the ground or natural object during the construction process.

- 2.4. The DBE shall notify the County in writing a minimum of thirty (30) days prior to storing any materials on the site and shall include a summary list of materials to be stored in the notification.
- 2.5. The DBE shall not leave any hazardous materials on site unattended at any time. All hazardous materials including fuels, oils and lubricants shall be removed from the site at the end of each day.
- 2.6. The DBE shall provide staking before constructing the required structures. This requirement may be waived by the County if deemed unnecessary by the County upon written request from the Design/Build entity.
- 2.7. The DBE shall not remove or alter any trees or vegetation without prior written approval of the County.
- 2.8. The DBE must notify the County a minimum of thirty (30) days prior to starting earthwork and must request written permission prior to spreading any spoils at the site as the authorities having jurisdiction require notice.
- 2.9. The DBE shall install and maintain erosion control devices that conform to the requirements of the authorities having jurisdiction. If failure to maintain such devices results in legal action by authorities, any fines, penalties or legal fees associated with a failure to maintain adequate erosion control during this project shall be the sole responsibility of the DBE.
- 2.10. All excavations and backfill shall meet the following requirements:
 - 2.10.1. The County may reject unsuitable backfill material at its discretion.
 - 2.10.2. The County reserves the right to make minor adjustments in line or grades, as required.
 - 2.10.3. The DBE shall not start excavation until the proposed work has been staked out and approved by the County.
 - 2.10.4. The DBE shall suspend all earthwork when satisfactory results cannot be obtained because of rain, freezing weather, or other unsatisfactory conditions.
 - 2.10.5. The final and all temporary grading shall be graded by the DBE to provide proper surface drainage. The DBE shall install all necessary temporary drains and drainage ditches to intercept or divert surface water.
 - 2.10.6. The DBE shall locate all underground utilities prior to initiating excavation. Should the location of utilities known to exist not be locatable, the DBE shall hand-dig holes to locate the exact position. The DBE is responsible for repair and damage to any disrupted or damaged utility during construction.
 - 2.10.7. The DBE shall only stockpile soils at locations approved by the County. Stockpiles shall not exceed 10 feet in height.
 - 2.10.8. Backfill material shall be placed in layers and shall be neat optimum moisture content before rolling to obtain the prescribed compaction. Wetting or drying of the material and manipulation to secure uniform moisture content throughout the layer may be required. Should the County identify material as too wet to permit proper compaction by rolling, delay work on portions of the fill until the material has dried to neat optimum moisture.
 - 2.10.9. The DBE shall not place frozen material in the backfill, or place backfill material upon frozen material. DBE is responsible for covering or heating soils or excavation if necessary.

- 2.10.10. The DBE shall be responsible for the stability of backfills and replace any portion, which has become displaced due to the Design/Build Entity's operations.
- 2.10.11. DBE shall ensure that the final grade is such that water will move away from any new or existing footings.
- 2.10.12. The DBE shall furnish adequate pumping and piping equipment to handle water disposal and take all precautions to prevent water from entering excavations.
- 2.10.13. The DBE shall use well points, wells, etc. to lower and maintain the static ground water level to at least 1-foot below the bottom of the excavation if necessary.
- 2.10.14. The DBE shall keep excavations free of water while being prepared for foundations and until backfill has been completed.
- 2.10.15. The DBE shall dispose of water, providing erosion protection from pump discharge and protecting adjacent properties at all times.
- 2.10.16. Sediment control for all dewatering activities is required to protect vegetation and habitat downstream from the site. Methods must be pre-approved by the County and the authorities having jurisdiction.
- 2.10.17. The new tower will be located within a fenced area (see image below). The County anticipates that the DBE will want to remove this fence during construction which will be allowed. The DBE must include the repair and or replacement to enclose the new tower. The County also anticipates that the fence will need to be bumped out, or enlarged slightly. The DBE shall also include in their scope the addition of a single 4' personnel gate to the fence near the tower. The fence work shall match existing.



3.0. COMMUNICATION TOWER – STRUCTURE

A preliminary tower design has been provided by Sabre Industries, file number 25-3633-RSS. This manufacturer does not have to be used and no preference will be given for use of this tower.

- 3.1. The DBE shall design, supply and erect all necessary equipment for a fully functional one hundred eighty (**180**) foot self-support communication tower compliant with all applicable laws, codes, standards, and the most restrictive of the following environmental conditions:

Table 1 – Environmental Criteria – TIA-222-H

Design Constraint	Criteria
Basic Wind Speed (no ice)	105 MPH
Service Wind Speed (3 second gust)	60 MPH
Topo Category	1
Site Elevation (Z _s)	2,657 ft
Seismic Factor	1.5
Exposure Category	V
Risk Category	IV

- 3.2. The tower design shall support the following tower equipment and associated transmission lines and **not be loaded in excess of 50% of its full capacity**:

Table 2 – Tower Equipment

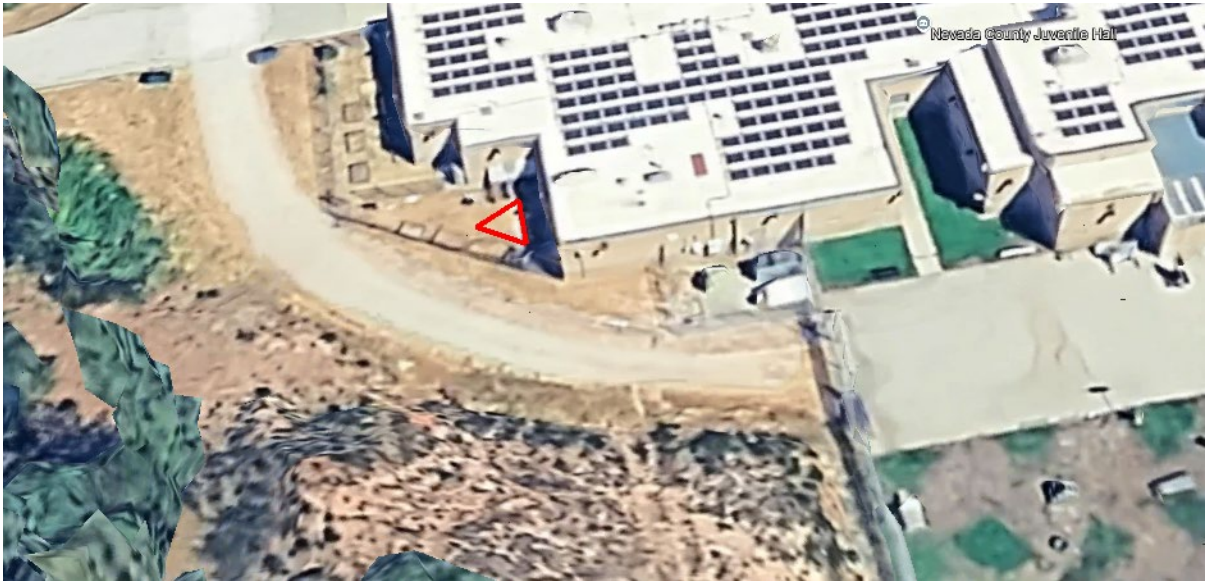
Antenna Ht	Antenna Model	Leg	Antenna Band	Tx Line Size	Notes/Description
160'	SC251D-HF3LDF	A	VHF	7/8"	On 3' sidearm mount
160'	SC251D-HF3LDF	B	VHF	7/8"	On 3' sidearm mount
160'	SC251D-HF3LDF	C	VHF	7/8"	On 3' sidearm mount
150'	Commscope 6' HP Dish	A	11ghz	EW90	Nothing provided or mounted for this item, for loading only
150'	Commscope 4' HP Dish	B	18ghz	EW90	Nothing provided or mounted for this item, for loading only
150'	Commscope 4' HP Dish	C	11ghz	EW90	Nothing provided or mounted for this item, for loading only
130'	Sinclair SC296-HF3L	A	VHF	7/8"	On 3' sidearm mount
130'	Sinclair SC296-HF3L	B	VHF	7/8"	On 3' sidearm mount
130'	Sinclair SC296-HF3L	C	VHF	7/8"	On 3' sidearm mount
120'	Commscope 4' HP Dish	A	11ghz	EW90	Nothing provided or mounted for this item, for loading only
100'	DB222	A	VHF	7/8"	On 3' sidearm mount
100'	DB222	B	VHF	7/8"	On 3' sidearm mount
100'	DB222	C	VHF	7/8"	On 3' sidearm mount
80'	10' omni antenna	A	7/800 or UHF	7/8"	On 3' sidearm mount
80'	10' omni antenna	B	7/800 or UHF	7/8"	On 3' sidearm mount
80'	10' omni antenna	B	7/800 or UHF	7/8"	On 3' sidearm mount

Note: DBE to supply & install all mounts, antenna clamps, 7/8" transmission lines, connectors, coax ground kits, hoisting grips, etc. The County will only be providing the antennas (without clamps) for install by the DBE. The County reserves the right to swap out antenna make/model for an antenna of similar equivalence without change in cost. No mounting or waveguide is to be provided by the DBE for the four (4) MW dishes above. These are included for tower loading requirements only, not for installation by the DBE.

- 3.3. The DBE shall supply all equipment necessary to transport and erect the tower per all applicable laws, codes and standards.
- 3.4. All structural tower components shall be of steel construction.
- 3.5. The tower fabricator shall provide a letter addressed to the County certifying that all materials used on the project meet the requirements of Section 3.5 and meet the minimum requirements of their appropriate ASTM designation. Additionally, the fabricator shall certify that all bolt assemblies meet the requirements of RCSC. The letter shall be signed by the fabricator's authorized representative.
- 3.6. All tower components shall be, after fabrication, hot dip galvanized in conformance with ASTM A123 or A153, as appropriate.
- 3.7. All structural bolts shall be galvanized ASTM A325 Type 1 and be considered high-strength bolted connections. Only new high-strength bolts shall be used. Should a connection be torqued and then disassembled, the used bolts shall be discarded and replaced with new bolts.
- 3.8. All nuts paired with high-strength bolts shall be galvanized heavy hex nuts conforming to ASTM A563 Gr. DH with supplementary requirements "S1" and "S2".
- 3.9. All washers paired with high strength-bolts shall be galvanized hardened flat washers conforming to ASTM F436 Type 1.
- 3.10. If the bolts provided by the tower manufacturer are not sufficient length to accommodate all necessary hardware the vendor shall replace the bolts with ones of sufficient length at no cost to the County.
- 3.11. All bolted connections shall be installed with a nut locking device. ANCO® style nuts or any other nut that damages the galvanization on the bolt will not be accepted. **All bolts shall be installed nut-end-up.**
- 3.12. All bolts, washers and nuts shall be supplied from one vendor as a fastener assembly, as defined by RCSC.
- 3.13. All tower leg members shall be fabricated from pipes or solid rounds with a maximum diameter of 8.625". Angled leg members will not be accepted.
- 3.14. All tower bracing shall be fabricated from angle members.
- 3.15. All structural members shall be fabricated in such a manner to prevent ponding of water and weep holes shall be installed in the bottom of all tubular members. Weep holes in pipe sections shall be at least 0.25 inches in diameter and 0.375 inches in diameter for tubes greater than 2 inches in diameter.
- 3.16. The tower shall be designed and installed without grout below the baseplates.
- 3.17. Provisions shall be made by the fabricator such that the erector can attach the site grounding system to each tower leg on a plate, welded normal to the tower leg, which does not compromise the strength of the structure. The plate shall be located at the base of the structure and measure approximately 4"x4"x1/4". Exact size and final location to be determined by the fabricator.
- 3.18. All welding shall conform to the American Welding Society (AWS) Structural Welding Code – Steel, ANSI/AWS D1.1.

- 3.19. The tower and foundations shall meet or exceed all specifications of ANSI/TIA-222-H including all addenda or latest revision and must conform to the manufacturer's foundation and erection criteria.
- 3.20. The towers shall be designed for the environmental criteria specified in Table 1 – Environmental Criteria – TIA-222-H.
- 3.21. The tower shall not twist more than 1/2 degree (0.5°) under service wind conditions.
- 3.22. Under service wind conditions, no point on the tower shall deflect laterally more than five (5) percent of a distance measured from the top of the foundation to that point. Deflections shall be measured in a plane parallel to the ground and distances shall be measured in the vertical direction perpendicular to the ground plane.
- 3.23. The tower shall have a minimum face width of 5 feet when measured from the center of a leg to the center of an adjacent leg.
- 3.24. The tower shall be equipped with a climbing ladder spanning from the ground to the top of the tower structure. The ladder shall meet the requirements of TIA-222-H Section 12 and shall in no circumstances have rung spacing larger than what is allow by Section 12.5.
- 3.25. The tower shall be supplied with step bolts on all three legs of the tower where the spacing of the diagonal bracing exceeds 5 feet. Additionally, the tower shall be supplied with step bolts that run from the base of the tower to the top on the leg opposite of the climbing ladder.
- 3.26. The tower shall be designed for and equipped with a safety-climbing system including one (1) removable mobile fall arrestors with carabiners and a tower mounted climbing cable compliant with OSHA 1910.27 and ANSI A14.3-1984. The safety-climb system shall be installed at the ladder location and allow a climber to remain connected to the safety-climb for the entire length of the ladder. The safety climb cable shall be a 3/8 (0.375) inch diameter cable constructed from stainless steel and shall comply with the County requirements.
- 3.27. The tower shall be equipped with one (1) face-mounted waveguide ladder spanning from ten (10) feet above ground level to the top of the tower. The ladder shall measure at least 14" wide and provide mounting locations for at least 12 snap in hangers; 7/16"Ø and 3/4"Ø. The ladder rung spacing shall not exceed 39 1/4". Waveguide ladders shall be supplied with all necessary snap in hangers for the waveguide and coax cables.
- 3.28. All equipment mounted on the tower shall be handled and installed in accordance with manufacturer's recommendations to prevent damage to the equipment or the tower.
- 3.29. All tie back mounts (struts) used to restrain tower-mounted equipment against rotation shall be installed 90° ± 20° with respect to the equipment. Struts shall be trimmed to extend 12" or less beyond their furthest tower attachment point.
- 3.30. DBE shall provide anchor bolts and templates as part of tower.
- 3.31. The tower shall be properly protected during transport, storage and erection as to avoid damage to the tower or the tower member's finish. Damage to any tower component shall be cause for replacement or repair by the DBE at the discretion of the County and at no additional cost to the County.
- 3.32. The tower shall not be loaded in any way until the tower is a complete functioning structural system, without prior written consent from the Engineer of Record.

- 3.33. The tower shall be designed and constructed such that trained crews without the use of supplementary field processes such as welding, drilling, cutting, burning, grinding, or reaming can erect it in the field. It shall also be designed to consider erection forces to be used.
- 3.34. The tower fabricator shall have an in-house structural steel fabrication quality control program that meets or exceeds the requirements for Category II Certification as set forth by the AISC Quality Certification Program. Any tower fabricator that does not carry an AISC certification shall submit, with their bid, documents that outline their quality control program.
- 3.35. The tower calculations and drawings shall be signed and sealed by a California Registered Professional Engineer. A copy of the drawings and materials list shall be submitted to the County for approval prior to procuring materials and erection.
- 3.36. The County may elect to have its designated engineer conduct an independent static analysis of the submitted tower design. Should the static analysis of the Design/Build Entity's design require modifications to the tower, any costs associated with such modifications shall be the responsibility of the Design/Build Entity. Disagreements in the results of the County's engineer and Design/Build Entity's analyses shall be resolved by a mutually agreed upon qualified professional engineer acting as a third party. The County and the DBE shall share the cost of the third-party analysis equally.
- 3.37. The DBE shall be familiar and adhere to all local building codes, ordinances, and licenses required for erecting the tower. Procedures shall be in accordance with the safety rules and regulations of the industry.
- 3.38. When handling tower sections, all possible precautions shall be taken to prevent the bottom of the section from contacting the ground surface. Mud, dirt, and other foreign matter shall be washed off with potable water prior to erecting the steel.
- 3.39. Fit-up problems and contemplated corrective actions shall be reported to the County. Field corrections or modifications including the replacement of any tower components shall not be implemented without prior approval from the County.
- 3.40. The DBE shall make provisions for tower climbers to clean mud and dirt off their feet at the tower base prior to climbing per the details in this drawing package.
- 3.41. The DBE shall verify that the as-built foundations, anchors, and anchor bolts are compatible with the tower structure prior to initiating assembly of the tower.
- 3.42. The DBE shall remove all tower erection and related debris upon completion of the tower and prior to final inspection.
- 3.43. Proposed Tower Location (Approximate on the West side of the building)



4.0. COMMUNICATION TOWER – FOUNDATIONS

- 4.1. The DBE shall design, supply, and construct all necessary components for a fully functional tower foundation/anchor system, compliant with all applicable laws, codes, and standards. The DBE shall supply all equipment necessary to transport and construct the foundation(s)/anchor(s) according to all applicable laws, codes, and standards.
- 4.2. The DBE shall design foundations for the maximum calculated loads determined during design.
- 4.3. Foundations shall be designed and constructed per the standards referenced in Section 4.0.
- 4.4. Concrete shall meet or exceed the requirements of ACI 318 for type F2 concrete.
- 4.5. Foundation reinforcing shall conform to ASTM A615, $F_y = 60$ ksi.
- 4.6. Reinforcing shall be detailed according to the "ACI Detailing Manual SP-66 (04)".
- 4.7. Minimum reinforcement cover shall be:
 - 4.7.1. Concrete placed against earth: three (3) inches
 - 4.7.2. Concrete placed in forms but exposed to earth (bars #5 and smaller): one and one-half (1.5) inches
 - 4.7.3. Concrete placed in forms but exposed to earth (bars larger than #5): two (2) inches
 - 4.7.4. Concrete not exposed to earth (bars #5 and smaller): one and one-half (1.5) inches
 - 4.7.5. Concrete not exposed to earth (bars larger than #5): two (2) inches
 - 4.7.6. Concrete construction techniques shall conform to the requirements of ACI 318, Part 9.
 - 4.7.7. Concrete shall have the following properties, as tested by the Design/Build Entity's Independent Special Inspector unless requested by the Engineer of Record in writing and approved by the County in writing:

Table 3 – Concrete Specifications

Specification	Concrete Properties
Minimum 28-Day Compressive Strength (f_c)	4,500 psi
Maximum w/cm	0.45
Slump	3" - 5"
Air Entrainment	Per ACI 318-14 Table 19.3.3.1

Concrete shall be tested by the Design/Built Entity's Independent testing firm prior to placement.

Concrete not meeting these requirements may be rejected by the County or their representative at their sole discretion. Adding water or air entrainment on site will only be allowed when approved by the County's Engineer and the concrete supplier. 4"x8" test cylinders shall be collected on site per concrete truck upon completion of testing, after the addition of any admixtures or water. Test cylinders to be broken at days 7, 14, 2x28 and hold.

- 4.8. Concrete not placed within 90 minutes of charging may be rejected at the sole discretion of the County or its representative.
- 4.9. All concrete shall be vibrated except for slabs 4" or less thick.
- 4.10. All concrete exposed after backfill, except for concrete placed against forms, shall be floated and have a broom finish. Horizontal concrete surfaces below finished grade do not require floating but shall be leveled to within +1"/-0" of plan elevation.
- 4.11. Foundations shall not be loaded in any way until tests indicate that the concrete has reached full design strength (100%). An exception to this requirement may be made if agreed to in writing by the Engineer of Record and the County.
- 4.12. Concrete placement in cold or hot conditions shall follow all requirements of ACI.
- 4.13. Prior to concrete placement, all excavations, formwork and reinforcing shall be observed by the County's independent representative.
- 4.14. Anchor bolts shall be fabricated from material conforming to ASTM F1554 Grade 105 and hot dip galvanized. The minimum length of galvanizing shall be the bolt projection plus three inches.
- 4.15. Anchor bolts shall be fitted with two (2) heavy hex nuts each conforming to ASTM A563 Grade A and hardened flat washers conforming to ASTM F436. All shall be hot dip galvanized.
- 4.16. Unless approved by the County or its representative, all foundations shall be poured from the lowest elevation of the foundation to the highest in that order.
- 4.17. All backfill shall be per the recommendations of the geotechnical report and shall at a maximum be placed, compacted, and tested in eight (8) inch lifts to a minimum compaction of ninety-five percent (95%) standard proctor per ASTM D1557 prior to placement of the next layer.
- 4.18. Foundations shall be placed within two (2) inches of the designed location and all anchor bolts shall be placed within 1/4 (0.25) inch of plan position relative to adjacent foundations and within 1/16 (0.0625) inch of plan position relative to adjacent bolts of the same pattern. Anchor bolts shall be installed plumb vertical within 1/32 (0.03125) inch top to bottom.

- 4.19. All shoring required for foundation construction shall be designed by a Registered Professional Engineer.
- 4.20. Cold joints in the foundations shall be cause for rejection if not approved prior to concrete placement by the Design/Build Entity's Engineer of Record and the County's engineer.
- 4.21. No portion of the grounding system shall pass through, or be bonded to, the tower foundation.
- 4.22. The tower foundation calculations and drawings are to be signed and sealed by a Registered California Professional Engineer. A copy of the drawings and materials list shall be submitted to the County for approval prior to procuring materials and construction.

5 CABLE BRIDGE

- 6.0. The DBE shall design, supply, and erect all necessary equipment for a fully functional cable bridge **up to 30'** in length including a foundation that is compliant with all applicable laws, codes, and standards. This cable bridge shall have a three level T-style trapeze. This cable bridge shall run from the cable ladder on the tower to a location specified on the building wall by the County. Final Cable Bridge location to be determined by the County during the design build process. The DBE shall supply all equipment necessary to transport and erect the bridge and foundation(s) according to all applicable laws, codes and standards.
- 6.1. The cable bridge shall comply with the following criteria:
 - 6.1.1. The cable bridge shall be nominally ten (10) feet above grade in elevation.
 - 6.1.2. The cable bridge shall be a minimum of twenty-four (24) inches wide.
 - 6.1.3. The cable bridge shall have the appropriate grating or other protective covering to protect the waveguides from falling ice. The ice shield grating or other protective surface shall be designed for easy replacement in the field.
 - 6.1.4. All structural bolts shall be galvanized ASTM A307 and shall be considered non-high-strength bolts.
 - 6.1.5. All bolted connections shall be installed with a nut locking device. All bolts shall be installed nut-end-up.
 - 6.1.6. All steel including nuts, washers and hardware shall be galvanized in conformance with ASTM A123 or A153 as appropriate.
 - 6.1.7. All structural members shall be fabricated in such a manner to prevent ponding of water and weep holes shall be installed in the bottom of all tubular members. Weep holes shall be at least 0.25 inches in diameter and 0.375 inches in diameter for tubes greater than 2 inches in diameter.
 - 6.1.8. All steel fabrication, assembly and erection shall be per the standards referenced in Section 1.0.
 - 6.1.9. All equipment mounted on the cable bridge shall be handled and installed in accordance with manufacturer's recommendations to prevent damage to the equipment.
 - 6.1.10. The cable bridge shall be properly protected during transport, storage and erection to avoid damage to the structure and the structure's finish. Damage to any portion of the cable bridge shall be cause for replacement or repair by the DBE at the discretion of the County and at no additional cost to the County.
 - 6.1.11. The cable bridge shall not be loaded in any way until the cable bridge is a complete system and as designed.
 - 6.1.12. A copy of the drawings and materials list shall be submitted to the County for approval

prior to procuring materials and construction.

- 6.1.13. All cable bridge sections shall be electrically bonded using jumpers and approved terminations, per Motorola R56.

7.0. TRANSMISSION EQUIPMENT

- 7.1. The DBE shall design, supply and install all necessary equipment for a fully functioning transmission system. All feedlines shall be supplied with surge protection devices, to be installed by the DBE. It is the DBE's responsibility to install all feedlines and surge protection devices through the new entry port to the inside of the building.
- 7.2. The DBE shall supply all equipment necessary to transport and install the system according to all applicable laws, codes and standards. The DBE shall provide a bill of materials, including make and model information, of all transmission equipment, feedlines and connectors to the County for review and acceptance prior to installation.
- 7.3. No antennas or microwave dishes are to be provided by the DBE. They will be provided by the County for mounting by the DBE per Table 2 and the note.
- 7.4. New grounding kits shall be provided by the DBE for all transmission lines.
- 7.5. Feedlines shall be consistent with the following models or alternates approved by the County:
 - 7.5.1. 1/2" Superflex Coax (Tower Jumpers) – LDF4-50A
 - 7.5.2. 7/8" Coax – Commscope AVA5-50
- 7.6. Feedline connectors shall be consistent with the following model or alternates approved by the County (or the equivalent female connector):
 - 7.6.1. 1/2" Coax – N-Male connectors Commscope model L4TNM-PSA and N-female connectors Commscope model L4TNF-PSA
 - 7.6.2. 7/8" Coax – N-Male connectors, Commscope model AL5NM-PSA and N-female connectors Commscope model AL5NF-PSA
 - 7.6.3. 1/2" Coax – DIN Male – Commscope model L4TDM-PSA and DIN Female – Commscope model L4TDF-PSA
 - 7.6.4. 7/8" Coax – DIN Male – Commscope model AL5DM-PSA and DIN Female – Commscope model AL5DF-PSA
- 7.7. All feedlines shall have the following end terminations:
 - 7.7.1. 1/2" Cabling from the antenna to the 7/8" coax polyphaser shall terminate as directed by the County on the antenna end, and with a male end towards the tower hardline.
 - 7.7.2. On the 7/8" coax running up the tower, the line shall terminate with a female connector towards the antenna, and a male end at the the polyphaser
- 7.8. On the tower, use 1/2" LDF4-50A coax jumpers and connectors between the 7/8" coax to the antenna and/or TTA. Refer to listed parts, above.
- 7.9. DBE to provide all polyphasers. Polyphasers shall have two male and connections. The male connection shall be used for the antenna side and for the equipment side.
- 7.10. All transmission system components shall be installed per the referenced standards and per the manufacturer's instructions.

- 7.11. All feedlines shall be installed such that they form drip-loops between the tower and the cable bridge. Refer to Motorola R-56, Section 2.12.8 for details.
- 7.12. Feedlines shall be secured with manufacturer approved clamping devices to the tower or to the waveguide ladder no further than every three (3) feet unless approved in writing by the County.
- 7.13. At a minimum all feedlines shall be grounded for the top three (3) feet, at the bottom of the tower, at the building entrance and at least every two hundred (200) feet in a manner approved by the manufacturer. Grounding kits shall not be placed in the bend of the coax or waveguide.
- 7.14. Weatherproof all RF connections, connectors and ground kits.
- 7.15. The DBE shall specify and supply hoisting grips, hanger kits, hardware and weatherproofing for all transmission lines.
- 7.16. Feedline connectors shall be purchased pre-tuned by the manufacturer.
- 7.17. The DBE shall perform the following transmission system tests:
 - 7.17.1. Antenna system and alignments tests.
 - 7.17.2. All waveguides and coax shall be tested electrically: (1) while the waveguide is on the reel and (2) after the waveguide is hoisted and secured.
 - 7.17.3. All waveguides and coax shall be tested for loss, return loss and cross-polarization discrimination (as appropriate) from the radio bay to the antenna. The specific objective values shall be recorded for each test.
- 7.18. DBE to label all feedlines inside the building with permanent tag that measures approximately 1"x2" and lists the following information: Antenna Model, Centerline, Mount Location (Leg), Description (i.e., DTR XMIT, Path Name, etc.).

8.0. BUILDING/COMMUNICATION SHELTER – MISCELLANEOUS

- 8.1. DBE shall install a new 24 port cable entry panel through the existing building wall. The entry panel shall be a 6x4 grid with 4"Ø ports. Use SitePro1 E1340 or approved equal. Seal all ports with 4" boot assemblies. Use SitePro1 B400: 4" Boot Assembly or approved equal. All unused openings to be sealed with 4" boot assemblies (P/N: SitePro1 B400) with blank cushions (P/N: SitePro1 BAZERO).

9.0. GROUNDING SYSTEM

- 9.1. The DBE shall supply and install all necessary equipment for a fully functional grounding system compliant with all applicable laws, codes and standards. The DBE shall supply all equipment necessary to transport and install the system according to all applicable laws, codes and standards. The grounding system shall meet the more restrictive requirements of this specification and the standards as referenced in Section 1.0.
- 9.2. Inside cable entry grounding shall be provided utilizing an arrestor trapeze, one SitePro One ATK306U unit or approved equal product. Bond the trapeze to the new exterior ground bar. Seal and waterproof holes where ground wires penetrate the building wall.
- 9.3. The DBE shall provide a building interior ground bar below the arrestor trapeze and all exterior ground bars.

- 9.4. Ground bars shall be constructed from solid copper and at a minimum measure 1/4" thick by 4" tall by 20" wide. Exterior ground bars shall be tin plated. Isolate ground bars from mount location with connectors/brackets as approved by the manufacturer. Ground bars shall be attached to the exterior ground ring by DBE with 2/0 stranded copper conductors or copper strap provided by DBE.
- 9.5. Bond the newly constructed grounding system to all existing site ground systems to form a single grounding system.
- 9.6. All grounding system components shall be UL Listed.
- 9.7. The ground ring shall be constructed from 2/0 bare stranded copper wire and be buried a minimum of 12" below finished grade.
- 9.8. No portion of the grounding system shall pass through, or be bonded to, the building foundation.
- 9.9. All ground conductors located above ground shall be placed in Carlon Carflex Liquidtight Flexible Nonmetallic Conduit and shall be sealed with silicone caulk to prevent water entry. The conduit shall extend a minimum of 6" below finished grade.
- 9.10. All bonds and connections in the grounding system shall be made using one of the following:
 - 9.10.1. Exothermic Welds: Exothermic welds shall be Erico CADWELD or approved equal.
 - 9.10.2. Irreversible Compression Connectors (ICC): ICC's shall be gas tight. ICC's to be buried shall be designed and listed for direct burial. Connections to metal equipment and structures shall be made with 2-hole connectors, Burndy or approved equal.
- 9.11. The DBE shall remove all paint, oxidation or any other non-conductive coating before making a connection from the grounding system to a metallic surface. Any removed paint shall be repaired to prevent future corrosion of painted surface. All bonding connections must have NO-OX-ID applied to both metal surfaces prior to connection. No self-tapping screws shall be used for these connections.
- 9.12. All metallic equipment located within six (6) feet of the grounding ring or located inside the grounding ring shall be bonded to the ground ring using 2/0 bare stranded copper wire. This shall include at a minimum, all tower legs, cable bridge legs, concrete encased electrodes in all foundations, equipment shelters, standby generator sets, mufflers, air intakes, louvers, metallic portion of the building exterior, electric power service entrances, fences, gates, HVAC units and LPG tanks.
- 9.13. Ground connections made to the tower structural steel shall be made on a plate, welded to the structure by the fabricator at the factory, which does not diminish the structural integrity of the tower. Connections made directly to the structure, without prior written approval from the County, will be cause for repair or replacement at the discretion of the County.

10.0. SUBMITTAL DELIVERABLES AND REQUIREMENTS

The selected DBE shall submit to the County all required documentation in electronic (PDF) format. All computer-generated drawings shall be furnished to the County in an electronic format of the software in which the drawings were created. The County reserves the right to utilize a maximum of five (5) business days for the review of each submittal. The DBE shall submit the following documents for approval by the County prior to beginning procurement, fabrication, installation or construction:

- 10.1. Qualifications of the independent inspection individuals and firm per the following requirements:
 - 10.1.1. Resume and/or qualifications of on-site independent inspector(s), inspection firm(s) and testing firm(s) prior to the start of construction.
- 10.2. Copies of all permits obtained by the Design/Build Entity. DBE and the County shall coordinate permit process as to avoid duplication.
- 10.3. The DBE is responsible for submitting a Construction Plan a minimum of thirty (30) days prior to mobilizing. The Construction Plan shall include the construction schedule. The schedule shall include the following activities at a minimum: mobilization, earthwork, concrete placement, grounding system installation, tower erection, seeding and demobilization.
- 10.4. The tower documentation shall include:
 - 10.4.1. An electronic copy of the tower design model in CAD format.
 - 10.4.2. A drawing signed and sealed by a professional engineer, detailing tower geometry and assumed equipment locations including fabrication details.
 - 10.4.3. The tower fabricator shall provide a letter addressed to the County certifying that all materials used on the project meet the requirements of Section 3.0 of these Specifications and meet the minimum requirements of their appropriate ASTM designation. Additionally, the fabricator shall certify that all bolt assemblies meet the requirements of RCSC. The letter shall be signed by the fabricator's authorized representative.
 - 10.4.4. All environmental conditions utilized for the design.
 - 10.4.5. All member sizes, materials, and finishes.
 - 10.4.6. All connection designs including the number and type of fasteners assumed, weld sizes and connection plate thicknesses and materials.
 - 10.4.7. Member capacities/stress ratios for all sections and member types for worst case loading.
 - 10.4.8. Tower deflection and twist data under maximum load and under service loads.
 - 10.4.9. Tower reactions for worst case loading broken down into concurrent shear and vertical loading for the maximum shear and vertical loading conditions.
 - 10.4.10. Material take-offs and total tower weight.
 - 10.4.11. Waveguide ladder, climbing ladder, safety climb drawings.
 - 10.4.12. Manufacturer's recommendations of all equipment to be mounted on the tower.
- 10.5. Tower Foundation
 - 10.5.1. Drawing signed and sealed by a Registered Professional Engineer in California, of foundation, showing geometry and reinforcing.
 - 10.5.2. Foundation calculations signed and sealed by a Registered Professional Engineer in California.

- 10.5.3. Assumed loading for the foundations utilized for the design.
- 10.5.4. Assumed concrete and reinforcing strengths.
- 10.5.5. Details of mix design including design strength, any admixtures, slump range, air entrainment range and maximum water content.
- 10.5.6. Mill certificates for the concrete reinforcing bar.
- 10.6. The cable bridge documentation shall include:
 - 10.6.1. A construction drawing shall be provided to the County prior to procurement. The drawing shall include foundation details, all component materials and member sizes and finishes.
- 10.7. Transmission system documentation shall include:
 - 10.7.1. Manufacturer literature for all equipment installed.
 - 10.7.2. Manufacturer instructions for all equipment.
 - 10.7.3. Written test results, including sweep line data and forward and reverse reflective power checks, for all system tests shall be submitted to the County within seven (7) days of the completed test.
- 10.8. The DBE shall provide as-built drawings in electronically red-lined PDF format.
- 10.9. At the conclusion of the project, the DBE shall provide all project documentation including all submittal documentation as required by Section 10.0 of this specification to the County in hard copy and electronic format as follows:
 - 10.9.1. Electronic: The DBE shall provide three (3) copies of the project documentation on three (3) individual thumb drives large enough to hold all the project files.

11.0. INSPECTION REQUIREMENTS

The following Inspections are to be provided by the DBE's Independent Inspector, approved by the County. The DBE shall provide a minimum of 10 days' notice before any of the below referenced inspections occur. Geotechnical investigation performed by Kumar & Associates, the County recommends retaining their services for this project. Contact Summit County Field Office 970-468-1989.

Concrete				
Type	Continuous Special Inspection	Periodic Special Inspection	Referenced Standard	IBC Reference
Inspect reinforcement, verify placement.		X	ACI 318	1908.4
Inspect anchors cast in concrete (if necessary).		X	ACI 318	
Verify use of required design mix as approved by the County per Table 3 – Concrete Specifications.		X	ACI 318	1904.1, 1904.2, 1908.2, 1908.3

FOR ALL TRUCKS , prior to concrete placement, fabricate test cylinder specimens for strength tests, perform slump and air content tests, and determine temperature of concrete per Table 3 – Concrete Specifications Table 4 – Concrete Specifications.	X		ASTM C172, ASTM C31, ACI 318	
Inspect concrete placement for proper application techniques.	X		ACI 318	1908.6, 1908.7, 1908.8
Verify maintenance of specified curing temperature and techniques.		X	ACI 318	1908.9
Inspect formwork for shape, location and dimensions of the concrete member being formed.		X	ACI 318	
Soils				
Type			Continuous Special Inspection	Periodic Special Inspection
Verify materials below shallow foundations are adequate to achieve the design bearing capacity				X
Verify excavations are extended to proper depth and have reached proper material				X
Perform classification and testing of compacted fill materials				X
Verify use of proper materials, densities and lift thicknesses during placement and compaction of compacted fill				X
Prior to placement of compacted fill, inspect subgrade and verify that site has been prepared properly				X

The following Tower Steel Inspections must be provided by a third-party firm supported by the DBE. The DBE shall provide a minimum of 10 days' notice before any of the below referenced inspections are to occur:

Tower Steel			
Inspection Tasks to be Completed Prior to Bolting			
Type	Continuous Special Inspection	Periodic Special Inspection	Referenced Standard
Fasteners marked in accordance with ASTM requirements.		X	AISC 360, ASTM A325
Proper fasteners selected for the joint detail (grade, type, bolt length if threads to be excluded from shear plane).		X	AISC 360, ASTM A325
Proper bolting procedure selected for joint detail.		X	AISC 360
Connecting elements, including the appropriate faying surface condition and hole preparation, if specified, meet applicable requirements.		X	AISC 360; RCSC
Pre-Installation verification testing by installation personnel observed and documented for fastener assemblies and methods used.		X	AISC 360
Proper storage provided for bolts, nuts, washers, and other fastener components		X	AISC 360
Fastener assemblies, of suitable condition, placed in all holes and washers are positioned as required. Bolts are installed to a snug-tight condition.		X	AISC 360; RCSC
Inspection Tasks After Bolting			
Type	Continuous Special Inspection	Periodic Special Inspection	Referenced Standard
Document acceptance or rejection of bolted connections.		X	AISC 360; RCSC

4.0 TENTATIVE SCHEDULE

- 4.1** Designing and constructing the Project within the timeframe of the Project Milestones Schedule is critical. The selected D-B Entity shall prepare documents for all required Building Permits and associated approvals, including updating the Project Permits with the County in a timely fashion in order to achieve Site and Building Permit issuance and maintain the schedule provided herein.
- 4.2** The following represents the tentative proposed schedule for this RFP. Any change in the scheduled dates for the Pre-Proposal Conference, Deadline for Final Questions, Proposal Submission Deadline, or Presentations will be advertised in the form of an addendum to this RFP. The schedule for other milestone dates may be adjusted without notice.

RFP Release Date	May 10, 2025
Pre-Proposal Conference*	May 20, 2025 at 11:00am
Last Day to Submit Questions	May 30, 2025 by 5:00pm
Submittal Deadline	June 10, 2025 before 5:00pm

- 4.3** The County will take all measures, including making timely approvals and decisions, to support the selected D-B Entity's effort. If any significant delays are encountered, during the course of the design and construction of the Project, the County and the selected D-B Entity will work together and explore options to accelerate the process to maintain the schedule.
- 4.4** If the D-B Entity finds that the Project cannot be designed and constructed, to achieve the performance objectives described in this RFP, by the Substantial Completion date or if efforts to achieve the date will increase the Lump Sum Price significantly, the D-B Entity shall notify the County prior to the Proposal submittal date.
- 4.5** The selected D-B Entity is responsible for updating all the required County approvals and permits prior to commencing construction.
- 4.6** During the course of the Project, the selected D-B Entity shall develop two (2) key project schedules for review.
- A. A Proposed Project Schedule shall be developed and submitted with the Proposal. This schedule shall be a CPM schedule that indicates all major activities anticipated for the Project including normal design phases, submittal phases, agency permitting periods, site mobilization, start of construction on-site, major construction milestones, erosion control and sediment control, substantial completion, commissioning, and occupancy.
 - B. A Final Project Schedule shall be developed and submitted within thirty (30) days of the selected D-B Entity executing the Design-Build Agreement. This schedule shall be a cost-loaded CPM schedule that indicates all major activities anticipated for the Project including normal design phases, materials and equipment submittal (including review times), agency permitting periods, building permit issuance milestone date, start of construction on-site, major construction milestones, substantial completion, commissioning, final completion and certificate of occupancy. This schedule shall be

the baseline for periodic updates during design and construction and shall be the basis for monthly progress payments.

5.0 PRE-PROPOSAL CONFERENCE

- 5.1. A proposer's conference has been scheduled for May 20, 2025 at 11:00 am. It is the County's preference to meet in person however, should members of your Team be unable to attend, a Virtual meeting link has been provided for you below:

[Join the meeting now](#)

Meeting ID: 298 196 677 822

Passcode: sX3ZR6Hc

Dial in by phone

[+1 530-414-9282](#)

Phone conference ID: 240 318 860#

- A. Substantial clarifications or changes required as a result of the conference will be issued in the form of a written addendum to the RFP. The County encourages all interested D-B Entities to attend the Pre-proposal conference.

6.0 PREVAILING WAGE REQUIREMENTS

- 6.1 The Work is subject to the payment of not less than prevailing wages under Labor Code Section 1770 et seq. D-B Entities are hereby notified that the Director of Industrial Relations has ascertained the general prevailing rate of per diem wages and the rates for overtime and holiday work in the locality in which the work is to be performed for each craft, classification or type of worker needed to perform the Work under the contract which will be awarded to the successful D-B Entity. Information can be found at <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>
- 6.2 This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Further information on Compliance Monitoring Unit requirements can be found at <https://www.dir.ca.gov/Public-Works/Enforcement.html>
- 6.3 D-B Entity agrees to comply with all related provisions of the Labor Code, including but not limited to, the provisions of Labor Code Section 1775 relating to the payment of prevailing wages, Section 1777.5 relating to the employment of apprentices and Section 1811-1813 relating to the payment of Overtime. Failure to comply with the proper prevailing wage requirements may result in a penalty of up to \$200 per day per worker. Failure to comply with apprenticeship requirements may result in a penalty of \$100-\$300 for each calendar day of violation. Failure to pay proper overtime rate may result in a penalty of \$25 per day per worker.
- 6.4 The D-B Entity shall forfeit as penalty the amount specified by law for each calendar day or portion thereof for each worker (whether employed by the D-B Entity or Subcontractor) paid less than the stipulated prevailing rates for any work done under the Contract as specified in Labor Code Section 1775.
- 6.5 The County will not recognize or be liable for any claims for additional compensation because of the payment of the wages set forth in the Contract Documents or D-B Entity's failure to pay prevailing wages. The possibility of wage increases is one of the elements to be considered by the D-B Entity in determining its proposal, and will not under any

circumstances be considered as the basis of a claim against the County or the Project Manager. Any cost associated with the submission of electronic certified payroll and related documentation to the County or the State are also to be included in the D-B Entity's bid price and no change order will be granted for any costs incurred by the D-B Entity.

7.0 DEPARTMENT OF INDUSTRIAL RELATIONS PUBLIC WORKS CONTRACTOR REGISTRATION

- 7.1 D-B Entities that are not registered with the Department of Industrial Relations (DIR) before submitting a proposal may be deemed non-responsive.
- 7.2 No contractor or subcontractor may be listed on a bid proposal for a public works project submitted on or after March 1, 2015 unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5, with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a).
- 7.3 No contractor or subcontractor may be awarded a contract for public work on a public works project awarded on or after April 1, 2015 unless registered with the Department of Industrial relations pursuant to Labor Code section 1725.5.

8.0 ASSURANCE OF DESIGNATED STAFF

- 9.1 Proposer shall assure that the designated staff, including subconsultants (if any), is used for this project. Departure or reassignment of, or substitution for, any member of the designated staff or subconsultant(s) shall not be made without the prior written approval of the County.
- 9.2 Should there be any re-designation of a team member's role on the Project, the D-B Entity shall define their role and relationship within the team in its proposal. Disassociation of any previously designated design team members from the D-B Entity's Team can be cause for disqualification.

9.0 EVALUATION CRITERIA

Evaluation of Proposals – Upon review of the written proposals and following the D-B Entity proposal presentations, the County will use the following evaluation criteria and rating points to select the D-B Entity for the Project.

Evaluation Criteria	Maximum Points Possible
1. Price	40
2. Project Understanding	40
3. Schedule and Phasing	10
4. References and Past project performance	10
Total Maximum Points	100

- 1. **Price.** The County intends to identify the D-B Entity whose proposal offers the best value for the project. The D-B Entity submitting the Lowest Cost is granted the maximum points. The other firms are scored by comparing their Cost against the Lowest Cost using the following formula: $\text{Lowest cost divided by Other Firm's Cost} \times \text{Maximum available points} = \text{\# of Points for Other Firm.}$

2. **Project Understanding.** Please describe in no more than two pages, size 12 font with 1" margins, your approach to the project and projected project challenges.
3. **Schedule and Phasing.** The County is open to creative scheduling that will reduce the overall length of time of design and construction. Firms will be awarded up to the maximum points based on approach to project delivery schedule, including for potential phasing and overlapping project development plans.

4. **References and Past Projects**

Provide references (with contact name and email address or telephone number) of at least three (3), no more than six (6) similar projects for which your company has, in whole or in part, provided services similar in scope to this project. This experience must include work on lattice style telecommunication towers of similar size or larger.

Local Vendor Preference policy shall not be considered in the evaluation of responses to this RFP.

10.0 AWARD OF THE DESIGN/BUILD AGREEMENT

- 10.1 Award of the Design/Build Agreement (Contract), if any, will be at the sole discretion of County, and will be made to the Proposer whose proposal complies with requirements prescribed and is judged to provide the County the Best Value. Such award, if made, will be made within one hundred twenty (120) calendar days of the Recommendation of the Best Value D-B Entity, as practicable as required for completion of the County's contract award review procedures. If the selected D-B Entity refuses or fails to execute the Design-Build Agreement (Contract) in a timely manner, the County may award the Contract to the second ranked Proposer.
- 10.2 The one hundred twenty (120) calendar day period within which the award of the Design-Build Agreement (Contract) may be made is subject to extension of such further period as may be agreed upon in writing between the County and the Proposer concerned.
- 10.3 The acceptance of, and/or the payment for the proposal does not constitute acceptance by the County that any or all of the proposed elements are in conformance with the Contract Documents.
- 10.4 Selected D-B Entity will work with the County to make any desired adjustments to the proposed solution prior to the Contract approval by the County Board of Supervisors. D-B Entity may adjust proposed Lump Sum to accommodate adjustments.
- 10.5 **Contract Bonds.** Successful Proposer shall furnish to the County, concurrently with execution of the Design-Build Agreement (Contract), in duplicate, two surety bonds as required, each in the amount as required, one guaranteeing faithful performance of the Work, and one a payment bond securing payment of laborers, mechanics, or material suppliers employed on the Work under contract.
- 10.6 **Execution of Design/Build Agreement (CONTRACT).** The Design-Build Agreement (Contract) shall be signed by the successful Proposer, three (3) copies and returned within five (5) business days of receipt, not including Saturdays, Sundays, and legal holidays, together with payment and performance bonds and certificates of insurance. Proposers shall also sign a set of the Request for Proposals Documents for filing with the Design-Build Agreement (Contract). No Agreement shall be binding upon the County until the Proposer and the County has executed it.

In no event shall the Proposer commence work until notification has been received from the County that the certificate of insurance has been approved and the Contract is fully executed. Any work performed in advance of the said notification shall be at Proposer's sole risk.

- 10.7 **Failure to Execute Design/Build Agreement (CONTRACT).** Failure to execute the Design/Build Agreement (Contract) or failure to file acceptable bonds and insurance as provided herein within ten (10) business days, not including Saturdays, Sundays, and legal holidays, after successful Proposer has received the Design-Build Agreement (Contract) for execution shall be cause for forfeiture of Proposer's security. Failure to provide bonds and insurance as herein required constitutes failure to execute the Design-Build Agreement (Contract).

Listed hereunder is the name, Contractor's license number, the address of place of business, and the category of the work on the Contract for each subcontractor who will perform work or labor or render service to the undersigned bidder in or about the construction of the work hereinabove described, in excess of one-half of one percent (0.5%) of the total bid, if the Contract for the said work is awarded to the undersigned.

(Attach additional sheet, if necessary, and note attachment on this page.)

Name of Subcontractor	Contractor's License #	DIR Registration Number	Location of Business	Category of Work To Be Performed	% of Total Work

Signature of Contractor/Bidder: _____

(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS BID FORM SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS WHICH ARE A PART OF THIS BID)

11.0 BID SECURITY ELECTION FORM

D-B Entities who submit electronic proposals shall complete and submit this Bid Security Election Form with their proposals. This form is not required for hard copy bid submissions.

Name of Proposer (D-B Entity): _____

Accompanying this Proposal is: _____(security type)

in an amount equal to at least ten percent of the total cost proposal amount.

(NOTICE: INSERT THE WORDS ABOVE OF ONE OF THE FOLLOWING SECURITY TYPES: "CASH(\$ _____)," "CASHIER'S CHECK," "CERTIFIED CHECK," "BIDDER'S BOND," OR "DIGITAL BID BOND" AS THE CASE MAY BE.)

Proposer acknowledges the requirement that the bid security type indicated by the proposer above must match the actual security type submitted by the proposer, and that a "mismatch" between the two will render his/her proposal non-responsive.

12.0 PROPOSER'S BIDDER'S BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That we, the undersigned D-B Entity and Surety, are held and firmly bound unto the County of Nevada in the sum of ten percent (10%) of the total amount of the cost proposal of the D-B Entity, submitted by said D-B Entity to the County of Nevada for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents. In no event shall the liability of the Surety hereunder exceed the sum of _____ Dollars (\$_____). The condition of this obligation is such that the above D-B Entity has submitted the above-mentioned proposal to the County of Nevada for certain work specifically described as:

COUNTY OF NEVADA NEW REGIONAL LAW ENFORCEMENT INDOOR SHOOTING RANGE

NOW, THEREFORE, if said D-B Entity is awarded the above-mentioned contract, and within the time and manner required by the contract documents, enters into a written contract in accordance with the proposal, and files the required bonds and insurance certificate, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect.

IN WITNESS WHEREOF, We have hereunto set our hands and seals on this _____ day of _____, 20_____.

(CONTRACTOR) D-B Entity:

By: _____

Title: _____

SURETY:

By: _____

Title: _____

Address of Surety for Service of Notice and/or Process:

NOTE: Signatures of D-B Entity and Surety must be notarized and must be accompanied by a duly authorized power of attorney if executing as attorney-in-fact for Surety.

APPROVED AS TO FORM BY NEVADA COUNTY COUNSEL

13.0 CERTIFICATE OF ACKNOWLEDGEMENT

State of California

City/County of: _____

On this _____ day of _____ in the year _____

before me, _____

personally appeared, _____

Attorney in Fact

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person
whose name is subscribed to this instrument as the attorney in fact of

and acknowledged to me that he/she subscribed the name of the said company thereto as
surety, and his/her own name as attorney in fact.

(SEAL)

Notary Public

Note: Signature of those executing for the surety must be properly acknowledged.

14.0 ENTITY DESCRIPTION

THIS PROPOSAL IS SUBMITTED BY (check one):

☐

Individual

☐

Partnership

☐

Joint Venture

☐

Corporation

State in which incorporated

NOTE: If Proposer is a corporation, the State in which incorporated shall be inserted above and the legal name of the corporation shall be set forth below, together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation; if Proposer is a partnership, the true name of the firm shall be set forth below, together with the signature of a partner authorized to sign contract in behalf of the partnership; and if Proposer is an individual, that person's signature shall be placed below. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a Power of Attorney must be on file with the County prior to opening the proposal or submitted with the proposal; otherwise, the proposal will be regarded as irregular and unauthorized. If proposal is submitted by partnership or joint venture, the members are:

Business Address _____

(Street and/or P.O. Box) (City) (State) (Zip)

Business Telephone Number: _____ Facsimile Number: _____

NOTE: If making a proposal as a joint venture, each person submitting the Proposal shall provide the information required below with respect to his or her licensure.

Proposal must be executed in same name-style in which the Proposer is licensed and prequalified. D-B Entities proposing jointly as a combination of several business organizations are specially cautioned that such Proposer must be jointly licensed and pre-qualified in the same form and style in which the proposal is executed. The undersigned Proposer certifies and agrees to provide the information and comply with the requirements contained in this Proposal.

Legal Name of Proposer: _____

Federal I.D. Number: _____

Contractor's License No.: _____ License Classification: _____

Expiration Date of Contractor's License: _____

PRINTED NAME _____

SIGN HERE _____

Signature of Proposer

DATE: _____
(Day/Month/Year)

Title of Proposer

15.0 COST PROPOSAL FORM – LUMP SUM

The acceptance of, and/or the payment for the D-B Entity's proposal does not constitute an acknowledgement by the County that any or all of the elements are in conformance with the Contract Documents.

Proposer acknowledges the Lump Sum set forth in the space provided below. Said price shall include all cost of bonds, insurance, sales tax, professional fees, allowances and every other item of expense—direct or indirect—incidental to the completion of the design and construction of the proposed project.

1. The certification of the Lump Sum must be without any conditions and/or alterations and/or exceptions. This form must be signed and returned as issued.
2. Appendices to the Proposal, clarifications to the Proposal, contract administration refinements, design refinements, allowance lists, modifications to County Proposal documents, additional allowances that limit the extent of work, value enhancements that reduce and/or infer pre approval of substitutions, etc., or any other conditions or clarifications, including without limitation those that purport to reduce the requirements and/or infer a pre-approval of change to the requirements or a conditional acceptance of the proposal, will not be allowed and may be the basis for considering the proposal to be non-responsive.

I, _____, authorized agent of D-B Entity,

_____ (D-B Entity), hereby agrees to complete the design and construction of the proposed project, **Nevada County Radio Dispatch Tower Project** for the Lump Sum Price of

_____ Dollars

(_____) for the complete scope of work

Signature: _____

Date: _____

Print Name: _____

Title: _____

The Notice to Proceed (NTP) will be issued by Sheriff Captain or Designee to the D-B Entity at the beginning of the Design-Build Contract.

Prior to the start of construction, the approved Design Review, and Building Permit (s) for this project along with authorization by Sheriff Captain or Designee shall be prerequisites for proceeding with construction

16.0 AGREEMENT FOR DESIGN-BUILD SERVICES

COUNTY OF NEVADA

NEVADA COUNTY SHERIFF'S OFFICE

RADIO DISPATCH TOWER PROJECT

THIS AGREEMENT, made this ____ day of _____, 20____, by and between _____ whose place of business is at _____ hereinafter called ("Contractor"), and the COUNTY OF NEVADA hereinafter referred to as ("County").

The parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

Article I. Work

- 1.1 Contractor shall provide, furnish, and perform all necessary planning, architectural, engineering, and all other design services of any type, procurement, permitting and support services, construction, landscaping, clean-up, and all other construction services of any type, provide and furnish all necessary supplies, materials and equipment (except those to be provided by County, if any) and all necessary supervision, labor, and services required for the complete engineering, design, procurement, quality assurance, construction and all necessary installation, start-up and testing required for a complete, operational, and fully functional Project, as further described in Section 01 11 00 Summary of Work and Section 01 11 01 Summary of Work – Design Services of the Division 1 General Specifications, and Contractor's Best and Final Proposal (hereinafter, the all-inclusive obligations of the Contractor set forth in this sentence shall be referred to as the "Work"). Except with regard to any material to be provided and/or installed by County, Contractor shall fully commission and turn over a complete, operational, and fully functional Project to County. Without limiting the generality of this Agreement, Contractor shall provide the following work and Services:
- 1.2 Contractor shall prepare complete designs, engineering, working drawings, shop drawings and generate drawings and/or engineering analysis setting forth in detail the specifications and requirements for the purchasing and procurement of the services, materials and equipment and for the construction of the complete, operational, and fully functional Project, and shall furnish the services of all necessary supervisors, engineers, designers, draftsmen, and other personnel necessary for the preparation of those drawings and specifications required for the Work, including the pertinent information for natural gas, water supply, and any other utilities, as required.
- 1.3 Contractor shall provide, install and complete as specified and pay for all labor, materials and equipment, tools, supplies, construction equipment and machinery, construction, start-up and testing, utilities, transportation, and other facilities and

services (including any temporary materials, equipment, supplies and facilities) necessary for the proper execution and completion of the complete, operational, and fully functional Project, including the permanent interconnection for electricity, natural gas, water supply, and any other utilities and demonstration of fully satisfactory operation of all systems and equipment.

- 1.4 Contractor shall supervise and direct the Work, and shall furnish the services of all supervisors, forepersons, skilled and unskilled labor, and all other personnel necessary to design and construct the complete, operational, and fully functional Project. Contractor shall provide, manage and organize such personnel as necessary to complete the Work in accordance with all requirements of the Contract Documents.
- 1.5 Contractor shall obtain, at Contractor's expense, all governmental and private approvals, licenses, and permits required to complete the Work; provided, however, County will be responsible for paying the cost of all fees imposed by regulating agencies with jurisdiction over the project except as may otherwise be noted in the Contract Documents. Contractor shall design and construct complete, operational, and fully functional Project in full compliance with all applicable laws, codes and standards (both public and private), including but not limited to, the standards included and warranties expressed in the Contract Documents and manufacturer's recommendations pertaining to individual items of equipment or systems.

Article II. County's Project Manager and Representatives

- 2.1 County may assign all or part of its rights, responsibilities and duties to a Sheriff's Office Project Manager or other representative. County shall inform Contractor in writing of such assignment and the extent of its representative's authority.
- 2.2 All notices or demands to County under the Contract Documents shall be to County's Project Manager at:

Nevada County Sheriff's Office
Attn: Dispatch Radio Tower Project Manager
County of Nevada
950 Maidu Ave.
Nevada City, CA 95959

or to such other person(s) and address(es) as County shall provide to Contractor.

Article III. Contract Time and Liquidated Damages

- 3.1 Contractor shall complete the Work within the following schedule reflecting the date the Contract Time commences to run as set forth in the Notice to Proceed and the General Conditions. County reserves the right to modify or alter the Commencement Date of the Work.
- 3.2 Therefore, Contractor accepts the following completion obligations:

- 3.2.1 Contractor acknowledges that it is in County's best interests to begin work as soon as possible after County award of the Contract and issuance of the Notice to Proceed. As noted elsewhere in this agreement, Contractor may, at its option, phase preparation and issuance of Construction Documents to facilitate commencement of work such as site work, utilities installation and foundation installation. County will reasonably phase its reviews and approvals of such phasing to support Contractor's work.
- 3.2.2 Contractor shall diligently pursue completion of the work, Contractor shall achieve Substantial Completion of the entire project as agreed upon between both parties in writing and upon determination and negotiation with the selected Firm.
- 3.2.3 Contractor shall achieve Final Completion within 30 calendar days of the date when County certifies Substantial Completion as defined in the General Conditions.
- 3.2.4 While the parties acknowledge that Substantial Completion shall be defined in the General Conditions Section 1.09, Contractor agrees it shall fully participate in and cooperate with the County in obtaining all necessary permit final approvals required to operate the Project.

3.3 Liquidated Damages:

County and Contractor recognize that time is of the essence of this Agreement and that County may suffer financial loss in the form of additional contract administration expenses (including project management and consultants' expenses), delay and loss of public use, if the Work is not completed within the time specified in Paragraph 3.2.2 above plus any extensions thereof allowed in accordance with the Contract Documents. Consistent with Section 1.15 of the General Conditions and Paragraph 3.2.2 above, Contractor and County agree that because of the nature of the Project, it would be impractical or extremely difficult to fix the amount of actual damages incurred by County because of a delay in completion of the Work.

Accordingly, County and Contractor agree that Contractor shall pay County the following liquidated damages measures that apply separately and cumulatively:

- 3.3.1 Contractor shall pay County **One Thousand Dollars** (\$ 1,000.00) per calendar day for every day by which Substantial Completion exceeds the date set in Paragraph 3.2.2 above.
- 3.3.2 Liquidated damages for delay shall cover and be in lieu of the actual damages suffered by County as a result of delay. Liquidated damages are intended to compensate County for damages it incurs as a result of delay, but do not cover the cost of completion of the Work or damages not arising from delays. These liquidated damages shall be the County's sole remedy for recovery of damages due to delays in the Work.
- 3.3.3 Subject to the liquidated damages measures in the Contract Documents, Contractor shall have no liability for consequential damages arising out of the

completion of the Work under the Contract Documents, except to the extent that such consequential damages arise from personal injury, property damage, economic loss or defective work, or are otherwise covered by any insurance maintained by Contractor or any Subcontractor, Supplier, design professional or any other party involved on the Project.

- 3.3.4 Compensable Delays claimed by the Contractor shall be evaluated and determined based upon the specific factors involved and the causes of the delays including trade standards and any other acceptable means for the resolution of Compensable Delays as may become agreeable to both parties.

Article IV. Contract Sum

- 4.1 County shall pay the Contractor the sum of the Base Project (\$_____) as the "Contract Sum" for the completion of the Work in accordance with the Contract Documents and the amounts stipulated in the Contractor's Cost Proposal. The total Contract Sum shall be

_____ dollars (\$_____).

- 4.2 The Contract Sum is all inclusive and includes all Work; all federal, state, and local taxes on materials and equipment, and labor furnished by Contractor, its subcontractors, subconsultants, architects, engineers, and vendors or otherwise arising out of Contractor's performance of the Work, including any increases in any such taxes during the term of this Agreement; and any duties, fees, and royalties imposed with respect to any materials and equipment, labor or services. The taxes covered hereby include (but are not limited to) occupational, sales, use, excise, unemployment, FICA, and income taxes, customs, duties, and any and all other taxes on any item or service that is part of the Work, whether such taxes are normally included in the price of such item or service or are normally stated separately. Notwithstanding the foregoing, each party shall bear such state or local inventory, real property, personal property or fixtures taxes as may be properly assessed against it by applicable taxing authorities.

- 4.3 Contractor shall perform the following item in the County's program, which is included in the Contract Sum stipulated in Section 4.1 for the following price, which includes all overhead, markup and profit:

4.3.1 Option 1- Deduct/Add _____dollars
(\$_____).

Article V. Contractor's Representations and Warranties

In order to induce County to enter into this Agreement, Contractor makes the following representations and warranties:

- 5.1 By execution of the attached, CERTIFICATION OF WORKERS' COMPENSATION, Contractor certifies awareness of the provisions of Section 3700 of the California Labor

Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and compliance with such provisions before commencing the performance of this Agreement.

- 5.2 Contractor has visited the Project Site and has reasonably examined the nature and extent of the Work, site, locality, actual conditions, as-built conditions, and all local conditions and federal, state and local laws and regulations that in any manner may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the design and the means, methods, techniques, sequences or procedures of construction to be employed by Contractor and safety precautions and programs incident thereto.
- 5.3 Contractor has reasonably examined all reports of exploration and tests of subsurface conditions, as-built drawings, drawings or reports, available for design and construction purposes, of physical conditions, including those which are identified in the Project Improvement Information⁶ or which may be apparent at the site and accepts the criteria set forth in these documents and the General Conditions to the extent of the information contained in these documents upon which the Contractor is entitled to rely. Contractor agrees that except for the information so identified, Contractor does not and shall not rely on any other information contained in these documents.
- 5.4 After contract award, Contractor will conduct or obtain any additional examinations, investigations, explorations, tests, reports and studies, including but not limited to geotechnical investigations upon which the design will be based, that pertain to the surface and subsurface conditions, as-built conditions, Underground Facilities and all other physical conditions at or contiguous to the site as Contractor considers necessary for the performance or furnishing of Work at the Contract Sum, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.
- 5.5 Contractor has correlated its knowledge and the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- 5.6 Contractor has given County prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered before contract award in or among the Contract Documents and as-built drawings and actual conditions and the written resolution thereof through Addenda issued by County is acceptable to Contractor.
- 5.7 Contractor is duly licensed, organized, existing and in good standing under applicable state law, and is duly qualified to conduct business in the State of California.
- 5.8 Contractor has duly authorized the execution, delivery and performance of this Agreement, the other Contract Documents and the Work to be performed herein. The Contract Documents do not violate or create a default under any instrument, agreement, order or decree binding on Contractor.

- 5.9 Contractor confirms its intent to include in the Project the following pre-qualified subcontractors, who were listed in the Contractor's RFQ earlier in this project. Contractor acknowledges its responsibility to provide County with a complete and updated list of subcontractors as they become known on the project, and that such listing shall be in accordance with the requirements of California Public Contract Code § 20133 *et seq.*

Name of Subcontractor and Location of Mill or Shop	Description of Work: Reference To Bid Items	Subcontractor's License No.

Article VI. Contract Documents

Any and all obligations of the County and the Contractor are fully set forth and described herein. All of the above documents are intended to cooperate so that any work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all said documents. The documents comprising the complete Contract are hereinafter collectively referred to as the Contract Documents.

- 6.1 The Contract Documents which comprise the entire Agreement between County and Contractor concerning the Work consist of the following, including all changes, addenda and modifications thereto, as listed on Table of Contents and List of Drawings, Tables and Schedules:

- ✓ Request For Proposal No 200465 and DBE's response to such proposal
- ✓ Notice of Award
- ✓ Notice to Proceed
- ✓ Agreement for Design-Build Services
- ✓ Certification of Nondiscrimination in Employment

- ✓ Certification of Worker's Compensation
- ✓ Performance Bond
- ✓ Payment Bond
- ✓ General Conditions
- ✓ Supplemental or Special Conditions
- ✓ Design Criteria (as published in the Request for Proposals)
- ✓ Technical Proposal and Project Specifications (as submitted by the Design-Build Team)
- ✓ Design-Build Cost Proposal (as submitted by Design-Build Team and accepted by County)
- ✓ Drawings and Technical Specifications
- ✓ Addendum
- ✓ Approved Change Orders

6.2 The Contract Requirements for design and construction are as defined in the Contract Documents, unless otherwise specifically excluded, modified, or amended. Construction Documents produced by the Design-Build Contractor may serve as Contract Documents between the Design-Build Contractor and Subcontractor but are an instrument for fulfilling the Design-Build Contract Requirements as defined by the Contract Documents and do not replace them.

6.3 There are no Contract Documents other than those listed above in this Document, Article VI. The Project Improvement Information and other reports or information provided regarding or pertaining to existing conditions, the Geotechnical Report, and other information supplied through these documents, are not Contract Documents. The Contract Documents may only be amended, modified or supplemented as provided in the General Conditions.

Article VII. Miscellaneous

- 7.1 Terms used in this Agreement are defined in the 00 72 00 General Conditions and Section 01 42 00 References and Definitions and will have the meaning indicated therein.
- 7.2 It is understood and agreed that in no instance is any person, signing this Agreement for or on behalf of County or acting as an employee or representative of County, liable on this Contract, or upon any warranty of authority, or otherwise, and it is further understood and agreed that liability of County is limited and confined to such liability as authorized or imposed by the Contract Documents or applicable law.
- 7.3 Contractor shall not assign any portion of the Contract Documents, and may subcontract portions of the Contract Documents only in compliance with the Subcontractor Listing requirements of California Public Contracting Code §20133 *et seq.*

- 7.4 The Contract Sum includes all allowances (if any).
- 7.5 In entering into a public contract or a subcontract to supply goods, services or materials pursuant to a public contract, the Contractor or Subcontractor irrevocably offers and agrees to assign to the awarding body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act, (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time County tenders final payment to the Contractor, without further acknowledgment by the parties.
- 7.6 This Agreement is executed in the County of Nevada and is intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. Any legal proceedings regarding this agreement initially shall be brought under the jurisdiction of the Superior Court of the County of Nevada, State of California. Each party waives and federal court removal and/or original jurisdiction rights it may have
- 7.7 Contractor accepts the claims procedures established in the General Conditions of this Agreement, Section 1.12, as established under California Government Code Section 930.2 et seq.
- 7.8 County shall have the right to timely and fully review all phases of Contractor's design including, but not limited to, drawings, specifications, shop drawings, samples and submittals, as specified in the Contract Documents. Such review, approval and other action shall not relieve Contractor of its responsibility for a complete design complying with the requirements of the Contract Documents; but rather, such review shall be in furtherance of County's monitoring and accepting the design as developed and issued by the Contractor, consistent with these Contract Documents. Contractor's responsibility to design and construct the Project in conformance with the Contract Documents shall be absolute.
- 7.9 By entering into this Agreement, the Contractor accepts and agrees to the terms and conditions of Insurance and Indemnification stipulated in Section 1.04 of the General Conditions.
- 7.10 INTERPRETATION:
1. The parties hereto acknowledge and agree that each has been given the opportunity to independently review this Agreement with legal counsel, and/or has the requisite experience and sophistication to understand, interpret and agree to the particular language of the provisions of the Agreement.
 2. In the event of a controversy or dispute between the parties concerning the provisions herein, this document shall be interpreted according to the provisions herein and no presumption shall arise concerning the draftsmanship of such provision.

- 7.11 This Agreement supersedes any and all agreements, either oral or in writing, between the Parties with respect to the subject matter herein. Each party to this Agreement acknowledges that no representation by any party which is not embodied herein or any other agreement, statement, or promise not contained in this Agreement shall be valid and binding.

IN WITNESS WHEREOF, this Contract has been duly executed by the parties hereinabove named, on the day and year first herein written.

CONTRACTOR: (Name of Contractor)

(If a Corporation, two signatures are required unless corporate authorization of a singular signature is provided.)

Dated this _____ day of _____, 20__

NAME
TITLE

ADDRESS:

TELEPHONE:

APPROVED: STATE OF CALIFORNIA
COUNTY OF NEVADA

HEIDI HALL
HONORABLE, CHAIR OF THE BOARD

ATTEST TO
CHAIR OF THE BOARD or DESIGNEE

DATE OF BOARD APPROVAL

APPROVED AS TO FORM BY:

APPROVED AS TO FUNDS BY:

COUNTY COUNSEL

COUNTY AUDITOR

17.0 CERTIFICATION OF NONDISCRIMINATION IN EMPLOYMENT

(This certification shall be executed by the Proposer (D-B Entity) in accordance with Section 60-1.6 of the Regulations of the President's Committee on Equal Employment Opportunity for implementing Executive Orders 10925 and 11114.)

The D-B Entity represents that he (has, has not) participated in a previous contract or subcontract subject to either the equal opportunity clause herein or the clause contained in Section 301 of Executive Order 10925; that he (**has, has not**) filed all required compliance reports; and that the representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained prior to subcontract awards.

NAME OF PROPOSER

PRINT NAME OF PROPOSER

(Signature of Bidder)

Dated: _____

(NOTE: Circle has or has not above, whichever applies.)

The contractors will comply, with all Federal statutes relating to non-discrimination. These include but are not limited to (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. Subsections 1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S. C. Sec. 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (29 U.S.C. Subsections 6101-6107) which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 93-255), as amended, relating to non-discrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to non-discrimination on the basis of alcohol abuse or alcoholism; (g) Subsections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to the confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. Sec. 3601 et seq.), as amended, relating to the sale, rental, or financing of housing; (i) Subtitle A, Title II of the Americans with Disabilities Act of 1990, which prohibits discrimination against disabled persons; and (j) Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39 and any other non-discrimination provisions in the specific statute(s) under which application for Federal assistance is being made.

* * * * *

18.0 CERTIFICATION OF WORKERS' COMPENSATION

(LABOR CODE SECTION 1861)

STATE OF CALIFORNIA
COUNTY OF NEVADA

I, the undersigned, do hereby certify:

That I am aware of the provisions of Section 3700 of the Labor Code of the State of California, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract.

Executed at _____, California, on the _____ day of _____ .

I certify under the penalty of perjury that the foregoing is true and correct.

Contractor-Employer

* * * * *

19.0 BOND OF FAITHFUL PERFORMANCE

KNOW ALL PERSONS BY THESE PRESENTS, THAT WHEREAS, COUNTY OF NEVADA, STATE OF CALIFORNIA, ("Owner") has awarded to [CONTRACTOR NAME] as Principal ("Contractor"), a contract for the work described as follows:

[CONTRACT DESCRIPTION]

AND, WHEREAS, pursuant to Public Contract Code 10224, the Contractor is required to furnish a bond in connection with said contract, guaranteeing the faithful performance thereof.

NOW, THEREFORE, the undersigned Contractor and [enter name of surety], licensed by the State of California to execute bonds and undertakings as sole surety, "Surety," are held and firmly bound unto the Owner in the sum of [WRITE AMOUNT] Dollars (\$000.000.00) for the payment of which sum Contractor and Surety bind themselves, their successors, and assigns, jointly and severally, by this instrument.

THE CONDITION OF THIS OBLIGATION IS SUCH,

1. Contractor will faithfully perform the work described in [CONTRACT NO.] and shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material, other than any material agreed to be furnished by the County, necessary to complete the work in a good workmanlike manner.
2. Contractor's work will be done in accordance with all applicable law and completed on or before [completion date], or as otherwise provided by lawful extensions of time granted by the County. Should Contractor fail to complete all required work within the time allowed, County may, at its sole discretion, cause all required work to be completed and the Contractor and Surety will be firmly bound for the payment of all necessary costs therefore.
3. Contractor guarantees its work against any defective work, labor, or materials for a period of one (1) year following completion and acceptance by the County.
4. Surety, for value received, agrees no changes, time extensions, alteration, or modification of the contract documents or of the obligation to be performed will in any way affect its obligation on this bond, and it waives notice of any such change, extension of time, alteration, or modification of the contract documents or of the obligation to be performed.
5. This bond consists of this instrument, the Contract Documents, and the following two (2) exhibits, all of which are incorporated by this reference:
 - a. A certified copy of the appointment, power of attorney, bylaws, or other instrument entitling or authorizing the persons executing this person to do so; and
 - b. Current proof that the Surety is licensed to do business in the State of California for the type of insurance required by this bond.
6. This obligation will remain in effect for one (1) year following the County's acceptance of work as complete. If at that time, Contractor has performed its obligation, the obligation will be null and void.
7. If suit is brought upon this bond, Surety agrees it will pay, in addition to the basic obligation herein, all court costs, expenses, and all reasonable attorneys' fees awarded and fixed by the Court, and to be taxed as costs, and to be included in the judgment therein rendered.

Approved as to form:

By: _____
Nevada County Counsel's Office

By: _____
*Surety Attorney-in-Fact
(Signature must be notarized)

By: _____
Contractor
(Signature must be notarized)

Date: _____

Date: _____

Date: _____

Address of Surety: _____

*Attorney-in-fact must have power of attorney on file with the Nevada County Clerk or attached to this bond.

20.0 BOND FOR LABOR AND MATERIALS

KNOW ALL PERSONS BY THESE PRESENTS, THAT WHEREAS, COUNTY OF NEVADA, STATE OF CALIFORNIA, ("Owner") has awarded to [CONTRACTOR NAME] as Principal ("Contractor"), a contract for the work described as follows:

[CONTRACT DESCRIPTION]

AND, WHEREAS, pursuant to Public Contract Code section 10223, the Contractor is required to furnish a bond in connection with said contract, to secure the payment of claims of laborers, mechanics, and other persons as provided by law.

NOW, THEREFORE, we, the undersigned Contractor and [enter name of surety], licensed by the State of California to execute bonds and undertakings as sole surety, "Surety," are held and firmly bound unto the Owner in the sum of [WRITE AMOUNT] Dollars (\$000.000.00) for the payment of which sum Contractor and Surety bind themselves, their successors, and assigns, jointly and severally, by this instrument.

THE CONDITION OF THIS OBLIGATION IS SUCH,

1. That if said Principal or its subcontractors shall fail to pay any of the persons named in Civil Code section 9100, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, that the surety herein will pay for the same, otherwise this obligation is to be void. In case suit is brought upon this bond, the Surety will pay a reasonable attorney's fee to be fixed by the court.
2. This bond shall inure to the benefit of any persons named in Civil Code section 9100 as to give a right of action to such persons or their assigned in any suit brought upon this bond.
3. The aggregate liability of the Surety hereunder, including costs and attorney fees, on all claims whatsoever, shall not exceed the penal sum of the bond in accordance with the provisions of Section 996.470(a) of the Code of Civil Procedure.
4. This bond is executed by the Surety, to comply with the provisions of Public Contract Code sections 7103, 10221, and 10222, of Chapter 5, Title 3, Part 6, Division 4 of the Civil Code and of Chapter 2, Title 14, Part 2 of the Code of Civil Procedure and said bond shall be subject to all of the terms and provisions thereof.
5. This bond may be cancelled by the Surety in accordance with the provisions of Section 996.310 et seq. of the Code of Civil Procedure.
6. This bond to become effective _____.

Approved as to form:

By: _____
Nevada County Counsel's Office

By: _____
*Surety Attorney-in-Fact
(Signature must be notarized)

By: _____
Contractor
(Signature must be notarized)

Date: _____

Date: _____

Date: _____

Address of Surety: _____

*Attorney-in-fact must have power of attorney on file with the Nevada County Clerk or attached to this bond.

21.0 NONCOLLUSION AFFIDAVIT

State of California) County of _____)

_____, being first duly sworn, deposes and says that he or she is
_____ of _____ the party making the foregoing bid that the bid is not made in
the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization,
or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or
indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or
indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or
that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought
by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other
bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to
secure any advantage against the public body awarding the contract of anyone interested in the proposed
contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or
indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged
information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership,
company association, organization, bid depository, or to any member or agent thereof to effectuate a
collusive or sham bid.

Signature: _____
Title: _____
Date: _____

Subscribed and sworn to before me this _____ day of _____, 20____.

Signature of Notary Public

Info for RADCO Communications, LLC

- Info
- Notes
- Addresses
- Contacts
- Classifications
- Suspend
- Forms
- Documents
- Business Type

Vendor information

 Registered

Name

RADCO Communications, LLC

DBA

RADCO Communications, LLC

Years in business:

2002 (Since 23)

Company Type

Limited liability company

Address

450 US Highway 395 N.
Carson City, NV 89704

Federal Tax ID

90-0357301

Duns Number

113562800

Business Description

Communication Site Construction

Contact Information

Name

Robert Davidson

Email

[Send Email]

Phone

(775) 745-4060

Fax

(775) 826-6355

Address

450 US Highway 395 N.
Carson City, NV 89704

Edit

Delete

NEVADA COUNTY
DEPARTMENT OF INFORMATION & GENERAL SERVICES
on behalf of the

Sheriff's Office



**NEVADA
COUNTY**
CALIFORNIA

ADDENDUM NO. 1

REQUEST FOR PROPOSALS
Design/Build Entity Proposals
for
Radio Dispatch Tower

RFP No. 200465

Submittal Deadline: June 10, 2025
not later than 5:00 PM (Pacific)

This addendum consists of five (5) pages including the cover page,

Addendum Release date: June 4, 2025

Careful Note of this Addendum shall be taken by all parties of interest so that the proper allowance may be made in all computations, estimates and contracts, and all trades affected shall be fully advised in the performance of the work which will be required of them. **Failure to acknowledge this addendum may deem your proposal non-responsive.**

1. Questions and Answers

A pre-proposal conference was held on May 20, 2025. During this meeting, County fielded questions and clarified issues relevant to the RFP and the project in general. Most questions were answered by the existing content of the RFP. Additional questions required further research and are answered below. Answers given verbally during the meeting do not modify the written RFP unless they are also summarized below.

Because the responses may be beneficial to all prospective proposers, the responses are hereby provided as an addendum. In cases where this addendum may conflict with the original Bid, this addendum shall prevail. **Failure to acknowledge this addendum will deem your proposal non-responsive.**

Questions:

1.	Can you please submit any geotechnical records for the build area?	Soils report has been provided and is attached to Public Purchase as a separate document for reference
2.	Are there any NEPA requirements?	NEPA does not apply to this project
3	Is there a completion date Nevada County is looking for?	This should be proposed by the DBE Firm with your Project plan. The County anticipates project completion by November 1, 2025
4	What type of permitting is required for the general contractor to obtain?	The contractor shall be licensed through the CSLB as a "Class B General Building Contractor". Additional licensing details are available at https://www.cslb.ca.gov/About Us/Library/Licensing Classifications/Default.aspx. Per California law, contractors are required to hold the correct license prior to submitting on any project.
5	Has a staging area for the tower been decided on?	Staging for tower construction is up to the selected DBE firm. Space around the site is available to be used so long as it does not prohibit access to the occupants and vehicle parking. The County will work with the selected contractor to identify a mutually agreeable space.

6	Will spoils be able to be spread somewhere on the property or do those have to be hauled off site?	Spoils can be spread on site. This will likely not be at the exact tower site so some trucking to another area of the site is expected and shall be included.
7	Is a current C-7 License classification sufficient to complete this project?	NO. The C-7 Low Voltage Systems Contractor alone does not include structural steel erection. The contractor shall be licensed through the CSLB as a "Class B General Building Contractor". Additional licensing details are available at https://www.cslb.ca.gov/About_Us/Library/Licensing_Classifications/Default.aspx . Per California law, contractors are required to hold the correct license prior to submitting on any project.
8	7.6 N and DIN connectors are both listed. Is this selection up to the contractor?	No, the county will specify N or DIN connectors at a later time when final antennas have been selected. Please provide a price for either connector type. In our experience they are nearly identical in price.
9	7.17.2 Are we testing and running waveguide?	Please review the Section 3. No waveguide is to be provided, installed or tested.
10	7.17.1 What Antenna Alignment needs to be done? Are these all Omni Antennas? Is any downtilt required?	There are no alignment tests required. No mechanical downtilt of antennas will be required.
11	7.6 Connectors - Can JMA connectors be used to replace Commscope?	No.
12	How should proposals be submitted?	Proposals should be submitted directly on link to the RFP on Public Purchase: https://www.publicpurchase.com/gems/bid/bidView?bidId=200465 The area to upload your response can be found on the right side of the RFP advertisement.
13	In section 2.3 of the RFP there is mention of a Stipend. How much will the stipend be?	The County <u>will not</u> be awarding a stipend for the unsuccessful firms. This section was inadvertently left in, in error from a prior RFP. Section 2.3 shall be removed in it's entirety.

14	Where should we list subcontractors if we are bringing subs to the project for support?	A Subcontractor List has been attached to this Addendum and is included herein for your use.
15	Special Inspections	On the call it was asked what Special Inspections are required. Please review Section 11 for the inspections required and the DBE responsibilities.

SUBCONTRACTOR LIST

Subcontractor's Name	Location of Business (City and State)	Subcontractor's License Number	Subcontractor's Department of Industrial Relations Registration Number	Category of Work To Be Performed
Affordable Fencing	2712 E. Fremont Stockton CA 95205	605338	1000812441	Fencing

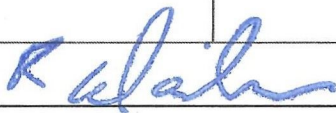
End of Addendum
Respectfully Submitted,
Desiree Belding, CPPO, CPPB
Nevada County Purchasing

Listed hereunder is the name, Contractor's license number, the address of place of business, and the category of the work on the Contract for each subcontractor who will perform work or labor or render service to the undersigned bidder in or about the construction of the work hereinabove described, in excess of one-half of one percent (0.5%) of the total bid, if the Contract for the said work is awarded to the undersigned.

(Attach additional sheet, if necessary, and note attachment on this page.)

Name of Subcontractor	Contractor's License #	DIR Registration Number	Location of Business	Category of Work To Be Performed	% of Total Work
Affordable Fencing	605338	1000012441	2712 E. Freemont Stockton, CA 95205	Fencing	10

Signature of Contractor/Bidder: _____



(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS BID FORM SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS WHICH ARE A PART OF THIS BID)

11.0 BID SECURITY ELECTION FORM

D-B Entities who submit electronic proposals shall complete and submit this Bid Security Election Form with their proposals. This form is not required for hard copy bid submissions.

Name of Proposer (D-B Entity): RADCO Construction

Accompanying this Proposal is: Bidders Bond (security type)

in an amount equal to at least ten percent of the total cost proposal amount.

(NOTICE: INSERT THE WORDS ABOVE OF ONE OF THE FOLLOWING SECURITY TYPES: "CASH(\$ _____)," "CASHIER'S CHECK," "CERTIFIED CHECK," "BIDDER'S BOND," OR "DIGITAL BID BOND" AS THE CASE MAY BE.)

Proposer acknowledges the requirement that the bid security type indicated by the proposer above must match the actual security type submitted by the proposer, and that a "mismatch" between the two will render his/her proposal non-responsive.

KNOW ALL PERSONS BY THESE PRESENTS:

NEVADA COUNTY RADIO DISPATCH TOWER PROJECT

IN WITNESS WHEREOF, We have hereunto set our hands and seals on this 9th day of June, 2025.

RADCO Construction

By:

Title:

Travelers Casualty and Surety Company of America

By:

Title: Ryan Tash, Attorney-In-Fact

Travelers Casualty and Surety Company of America

One Tower Square

Hartford, CT 06183

APPROVED AS TO FORM BY NEVADA COUNTY COUNSEL

13.0 CERTIFICATE OF ACKNOWLEDGEMENT

State of California

City/County of: _____

On this _____ day of _____ in the year _____

before me, _____

personally appeared, _____

Attorney in Fact

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person
whose name is subscribed to this instrument as the attorney in fact of

and acknowledged to me that he/she subscribed the name of the said company thereto as
surety, and his/her own name as attorney in fact.

(SEAL)

Notary Public

Note: Signature of those executing for the surety must be properly acknowledged.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Sacramento

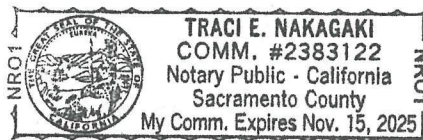
On 06/09/25 before me, Traci E. Nakagaki, Notary Public
(insert name and title of the officer)

personally appeared Ryan Tash,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)





Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Ryan Tash** of **RANCHO CORDOVA**, **California**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

City of Hartford ss.

By: _____

Robert L. Raney
 Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026



Anna P. Nowik

Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

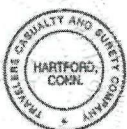
FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **9th** day of **June**, 2025



Kevin E. Hughes
 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.

Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

14.0 ENTITY DESCRIPTION

THIS PROPOSAL IS SUBMITTED BY (check one):

☐ Individual ☐ Partnership
☐ Joint Venture ☒ Corporation

Nevada
State in which incorporated

NOTE: If Proposer is a corporation, the State in which incorporated shall be inserted above and the legal name of the corporation shall be set forth below, together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation; if Proposer is a partnership, the true name of the firm shall be set forth below, together with the signature of a partner authorized to sign contract in behalf of the partnership; and if Proposer is an individual, that person's signature shall be placed below. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a Power of Attorney must be on file with the County prior to opening the proposal or submitted with the proposal; otherwise, the proposal will be regarded as irregular and unauthorized. If proposal is submitted by partnership or joint venture, the members are:

Business Address 450 US Highway 395 N.
Carson City, Nevada 89704
(Street and/or P.O. Box) (City) (State) (Zip)

Business Telephone Number: (775) 826-6338 Facsimile Number: (775) 826-6355

NOTE: If making a proposal as a joint venture, each person submitting the Proposal shall provide the information required below with respect to his or her licensure.

Proposal must be executed in same name-style in which the Proposer is licensed and prequalified. D-B Entities proposing jointly as a combination of several business organizations are specially cautioned that such Proposer must be jointly licensed and pre-qualified in the same form and style in which the proposal is executed. The undersigned Proposer certifies and agrees to provide the information and comply with the requirements contained in this Proposal.

Legal Name of Proposer: RAOCO Construction

Federal I.D. Number: 90-0357301

Contractor's License No.: 820978 License Classification: BA

Expiration Date of Contractor's License: 06/30/2027

PRINTED NAME Robert Davidson

SIGN HERE 
Signature of Proposer

DATE: 10, June 2025
(Day/Month/Year)


Owner/Manager
Title of Proposer

15.0 COST PROPOSAL FORM – LUMP SUM

The acceptance of, and/or the payment for the D-B Entity's proposal does not constitute an acknowledgment by the County that any or all of the elements are in conformance with the Contract Documents.

Proposer acknowledges the Lump Sum set forth in the space provided below. Said price shall include all cost of bonds, insurance, sales tax, professional fees, allowances and every other item of expense—direct or indirect—incidental to the completion of the design and construction of the proposed project.

1. The certification of the Lump Sum must be without any conditions and/or alterations and/or exceptions. This form must be signed and returned as issued.
2. Appendices to the Proposal, clarifications to the Proposal, contract administration refinements, design refinements, allowance lists, modifications to County Proposal documents, additional allowances that limit the extent of work, value enhancements that reduce and/or infer pre approval of substitutions, etc., or any other conditions or clarifications, including without limitation those that purport to reduce the requirements and/or infer a pre-approval of change to the requirements or a conditional acceptance of the proposal, will not be allowed and may be the basis for considering the proposal to be non-responsive.

I, <u>Robert Davidson</u> , authorized agent of D-B Entity,	
<u>RADCO Construction</u> (D-B Entity), hereby agrees to	
complete the design and construction of the proposed project, Nevada County Radio Dispatch Tower Project for the Lump Sum Price of	
<u>Five hundred Nine thousand Nine hundred</u> Dollars	
<u>(\$ 509,900.00)</u> for the complete scope of work	
Signature: <u></u>	Date: <u>June 10, 2025</u>
Print Name: <u>Robert Davidson</u>	Title: <u>Owner / Manager</u>

The Notice to Proceed (NTP) will be issued by Sheriff Captain or Designee to the D-B Entity at the beginning of the Design-Build Contract.

Prior to the start of construction, the approved Design Review, and Building Permit (s) for this project along with authorization by Sheriff Captain or Designee shall be prerequisites for proceeding with construction

ID		Task Mode	Task Name	Duration	Start	Finish	Predecessors	Jun 8, '25							Jun 15, '25							Jun 22, '25							Jun 29, '25							Jul 6, '25																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																						
								T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																															
1			Provide engineered drawing for the site construction. Receive Completed Permits, Drawings and Governmental Approvals	25 days	Tue 7/1/25	Mon 8/4/25																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																				

Project: Preliminary Schedule.mp
Date: Tue 6/10/25

Task

Split

Milestone

Summary

Project Summary

External Tasks

External Milestone

Inactive Task

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup




Manual Summary

Start-only

Finish-only

Deadline

Progress

ID		Task Mode	Task Name	Duration	Start	Finish	Predecessors	Jun 8, '25							Jun 15, '25							Jun 22, '25							Jun 29, '25							Jul 6, '25																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																							
								T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																
7			Install Entry Port	1 day	Fri 9/5/25	Fri 9/5/25	5																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																				</

Project: Preliminary Schedule.mp
Date: Tue 6/10/25

Task

Split

Milestone

Summary

Project Summary

External Tasks

External Milestone

Inactive Task

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

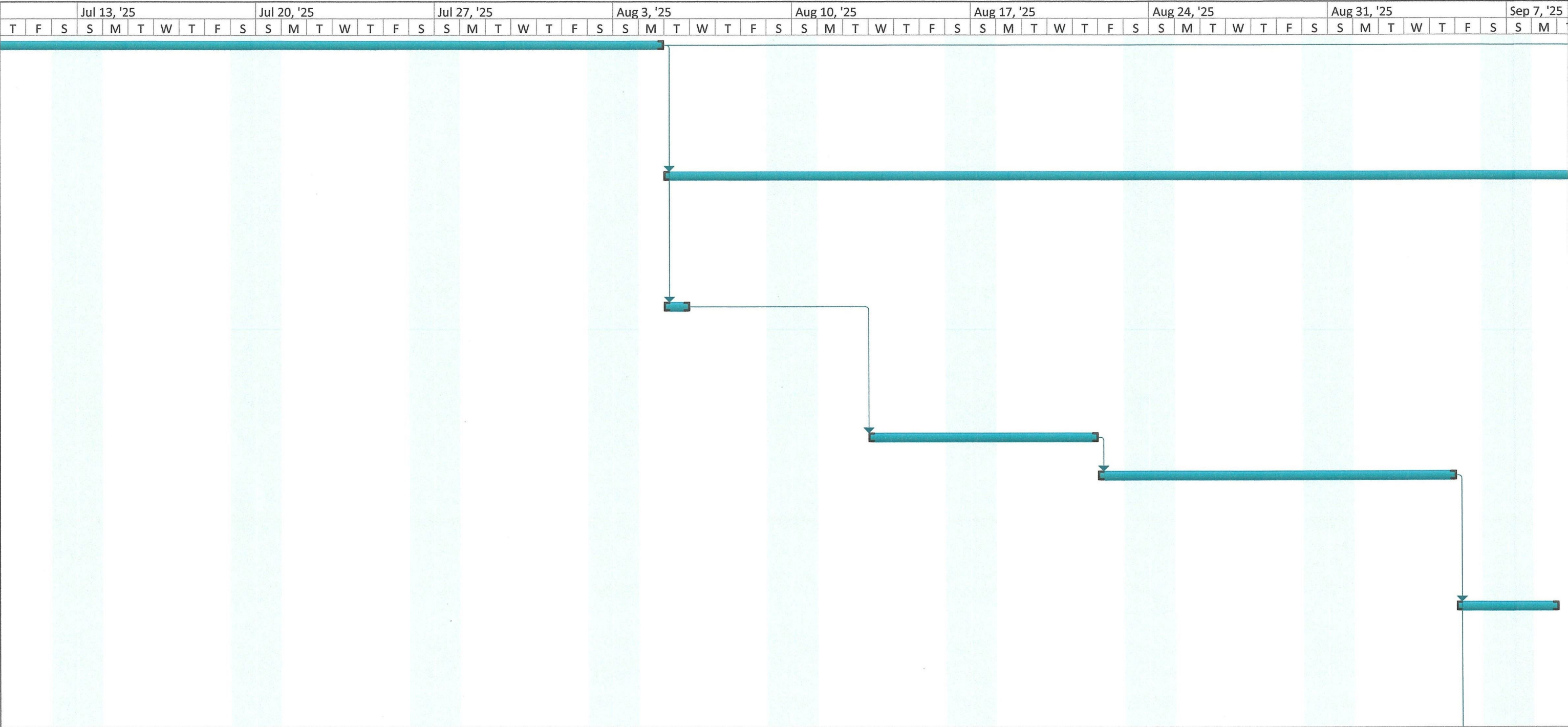
Start-only
















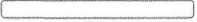


Finish-only

Deadline

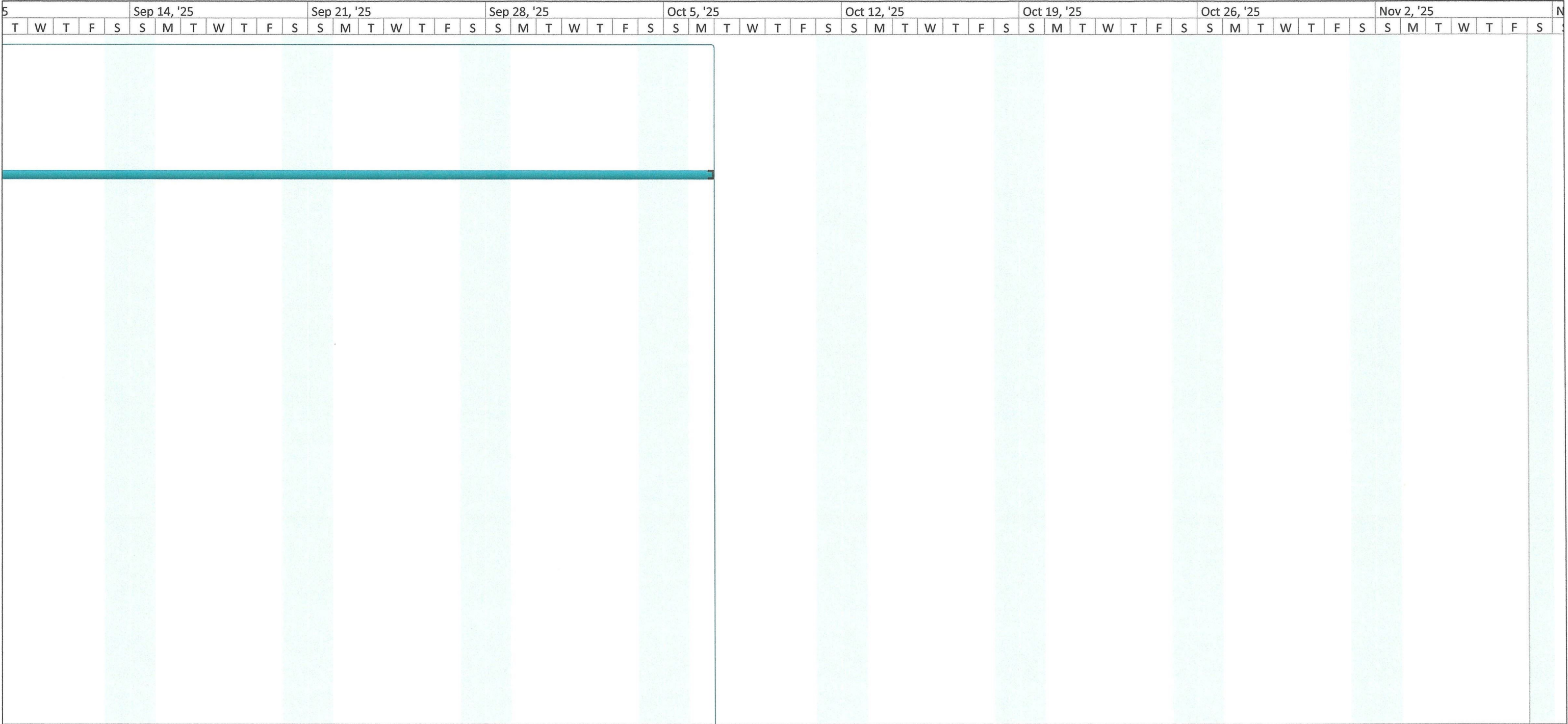
Progress

Page 2



Project: Preliminary Schedule.mp Date: Tue 6/10/25	Task		Project Summary		Inactive Milestone		Manual Summary Rollup		Deadline	
	Split		External Tasks		Inactive Summary		Manual Summary		Progress	
	Milestone		External Milestone		Manual Task		Start-only			
	Summary		Inactive Task		Duration-only		Finish-only			

[illegible]



Project: Preliminary Schedule.mp Date: Tue 6/10/25	Task		Project Summary		Inactive Milestone		Manual Summary Rollup		Deadline	
	Split		External Tasks		Inactive Summary		Manual Summary		Progress	
	Milestone		External Milestone		Manual Task		Start-only			
	Summary		Inactive Task		Duration-only		Finish-only			

Nevada County Radio Dispatch RFP No. 200465

Project Understanding

Radco Construction proposes a phased construction approach to the design, engineering and construction of the proposed site. A phased approach lets us compartmentalize important tasks at hand while not losing sight of future milestones.

Phase 1

Radco will consult with our licensed engineering team and coordinate and ultimately complete all design docs including site plans, tower engineering and foundation engineering. These will be submitted to the county for subsequent approval and submittal to the county for building permit.

During this phase all submittals will be collected and handed to the county for approval as well.

Submittal approval will be paramount to procuring materials required for this project.

Phase 2

Radco will construct the project site including all necessary grading, backfill, erosion control, concrete, grounding and tower erection. All inspection requirements and coordination with municipalities as is required for the project will be coordinated by Radco.

Phase 3

Radco will procure RF materials identified. Radco will provide a certified climbing team to access the tower and install all lines and antennas with the exception of the MW antennas and waveguide. Appropriate sweep testing will be done as required. Radco will terminate just inside the shelter through a new entry port installed by Radco. Ice bridge w/ trapeze support from the tower to the existing building will also be provided by Radco. Installation of all radio equipment and well as testing and turnup of said equipment is by the county.

Phase 4

Finally, all necessary approvals will be collected reviewed and approved. Final project inspection will be completed in order to provide a smooth transition from construction to final acceptance.

Clarifications

- 1) An allowance of \$14,000.00 has been included in this proposal in the event we determine that a new geotechnical investigation is warranted.

450 US HWY 395 N.
CARSON CITY, NV 89704
P: 775.826.6338
F: 775.826.6355



NV LIC. #54471A
CA LIC. #820978

RADCO COMMUNICATIONS

A Limited Liability Corporation

—COMPANY PROFILE—

Work Experience

RADCO Communications has engaged a multitude of projects both as the prime contractor and as a subcontractor across the spectrum of trade related specialties for telecommunications site construction. Our experience with such clients as AT&T, Lockheed Martin (Fallon Naval Air Station), General Dynamics, Verizon, Sprint/Nextel, T-Mobile, University of California (Berkley), American Tower, Crown Castle, and SBA (FDH Engineering), just to mention a few, give us diverse knowledge of industry accepted standards. Our ability to engage projects as large as \$1,000,000; supported by all necessary licensing, bonding, and insurance (\$10,000,000) gives RADCO an uninhibited range of commitment in project size. Additionally, RADCO owns all of the equipment utilized in the construction of the sites and performs the majority of all tasks with in-house labor, thus making it one of the more competitive contractors in the telecommunications construction industry. RADCO's service area reaches all Western States.

- **Mendocino County–Alcatel Lucent:** Project consisted of 12 different tower sites and a rooftop (Nine backbone & Four spur) that required (4) four new self-supporting towers (60' (2) 120' 125') supplied and installed. The system included both 6 GHz and 11 GHz built on an Alcatel Lucent MDR-8706E platform involving space diversity and dual-polarized antenna installations, waveguide and grounding installations, Loss & Fault testing (WIL/S820D), path alignment (XLM/2241), and dry-air system installations—pressure testing. The project also included the management of site-testing/alignment submittals. Started and completed in 2008. The total project value exceeded \$1.2 million.
- **Northern California Power Agency (NCPA):** Project consisted of the supply of all antennas, mounts, waveguide, dehydrators, and associated materials for a new 6 GHz microwave installation incorporated on a Harris TRuePoint 5200 platform for (8) eight various sites. This project also included the supply and installation of an RTM 6x8 passive repeater engineered for a monopole mount placement on a Dam Crest. Included waveguide and grounding installations, Loss & Fault testing (WIL/S820D), path alignment (XLM/2241), optical alignments, and dry-air system installations—pressure testing. Decommission and removal of aged licensed system. The project included the management of site-testing/alignment and contractual document submittals. Completed in 2007. The total project value was \$315 thousand.
- **Eureka County Public Works / Eureka County TV District:** These projects included a total installation of (6) six towers, (4) four shelters, and LP fuel systems at various mountain top and rural community locations. Also, racked radio equipment, power supply systems, and UHF/VHF & microwave antenna migration was an extensive part of these projects. Started in 2007 and completed in 2008 as a two-phase project. The total project values exceeded \$430 thousand.
- **Nevada Department of Information Technology (NDoIT):** This project was Phase II of a statewide facilities upgrade which involved the installation of (6) six equipment shelters at remote mountain top locations. Project was combined with extensive re-cabling of coax & waveguide transmission lines to the new shelters, radio and power supply shelter migrations, transmission cutovers, and the demolition/off-haul of aged shelters, wood poles, etc...Other projects for NDoIT include the installation of supplied antennas of various characteristics, waveguide, and associated materials for licensed microwave—to included testing and alignment. Started and completed in 2006. The total project value exceeded \$260 thousand.
- **S.J. Amoroso Construction:** This project involved positioning as a subcontractor under S.J. Amoroso to supply and install a 180' four-leg SS tower for the City of Los Angeles “Emergency

Operations Center” on E. Temple St. neighboring the city center. The tower foundation consisted of 42’ (h) x 8’ (w) caisson drilled piers—the gross tower weight with appurtenances erected exceeded 97,000 lbs. The project involved extensive Project & Construction Workflow Management (due diligence) combined with the satisfaction of logistical coordination amongst the prime contractor, second tier subcontractors, and vendors. Contract executed in January 2008...project completion in June 2008 to include manufacturing time. The total project value \$511 thousand.

- **Washoe County Technology Services:** Project consisted of equipment & generator shelter installations, a 60’ SS tower, (space diversity) microwave antennas, ice shielding, waveguide, associate materials, and performed path alignments. RADCO was positioned as the qualified Nevada licensed contractor on an Alcatel Lucent project managed by others. Other jobs include foundation & grounding installations and antenna migration & cutovers. The project value was \$225 thousand.
- **(Legacy) Tower Structures:** RADCO Communications had been positioned as a subcontractor with a preferred contractor status under TSI since 2002. RADCO provided civil construction services on regional projects with various dynamic and intense construction requirements. Tasks included concrete foundation installation, underground utility installation, below and above grade grounding system installations, extensive rock excavation, blasting and demolition. Gross work value performed from 2002 to 2006 was \$1.6 million having single project sizes as large as \$414 thousand.
- **T-Mobile Communications:** RADCO executed turnkey construction of approximately 110 sites throughout Nevada and Northern California. Each site demanding unique particularities in their construction ranging from stealth structures & rooftops, tower extensions, collocations, raw land monopole & self-supporting towers, and design builds. RADCO has also been engaged in extensive site upgrade/optimizations, temporary & permanent 2.4 & 5.8 GHz and licensed microwave installations, and general services to network infrastructure. Gross work value performed from 2005 to present exceeds \$6 million with having single project sizes as large as \$224 thousand.
- **Cricket Communications:** RADCO executed turnkey construction of over 67 sites throughout Reno–Nevada, Boise–Idaho, and Laredo–Texas markets. Each site demanding unique particularities in their construction ranging from stealth structures & rooftops, tower extensions, collocations, raw land monopole & self-supporting towers, and design builds. RADCO has also been engaged in contracted management services in the Boise Market, extensive site upgrade/optimizations, BTS cabinet swaps, temporary & permanent 2.4 & 5.8 GHz and licensed microwave installations, and general services to network infrastructure. Gross work value performed from 2002 to present exceeds \$2.6 million.
- **Clearwire Wireless:** RADCO executed turnkey construction of over 31 sites positioned as the preferred contractor during the Reno Nevada market launch. Each site demanding unique particularities in there construction ranging from stealth structures & rooftops, tower extensions, collocations, raw land monopoles & self-supporting towers, and design builds. Installation of a *DragonWave* microwave backhaul as the design platform complimented the Clearwire network build. RADCO also has engaged in numerous site upgrade/optimizations, and general services to the network infrastructure. Gross work value performed from 2002 to present exceeds \$1.2 million.
- **Hetch Hetchy:** This project involved positioning as a subcontractor under Communications Services, Inc. for SFPUC to upgrade the Hetch Hetchy communications system. Project

consisted of (22) communication tower sites located adjacent to and in Yosemite Park and across The Central Valley terminating at Mt. Allison above San Francisco, CA. RADCO provided turnkey construction of these sites which included all infrastructure improvements, installation of concrete foundation structures for the tower, shelter, generator and propane tanks, erection of all towers, fencing, line and antenna installation and site grounding installation. Helicopter was utilized for erection of tower and setting shelter inside Yosemite Park. Phase I Contract executed November 2011 and completed in the summer of 2012. The total project value was \$1million. Phase II Contract executed May 2015 and completed January 2016. The total project value as \$2.5million.

- **California Cooperative Broadband Digital 395 Project:** This project consisted of construction of 11 telecommunication node sites along US Highway 395 located in Nevada and California. RADCO provided turnkey construction of these sites which included setting telecommunications equipment shelters, new concrete foundations, new generators and 500 gallon propane tanks. Also included were support structures, site infrastructure improvements, fencing, site surfacing materials, electrical and telecommunication service installation, both below and above grade, grounding systems consistent with standard telecommunications sites infrastructure improvements, installation of concrete foundation structures for the shelter, generator and propane tanks, fencing, and site grounding installation. Contract executed in August 2012...project completion in June 2013. This total project value was \$1.5 million.
- **InSite Towers, LLC- Grey Butte, CA:** This project included a CMU block addition to the existing shelter to house a new emergency backup generator, the installation of the new generator, automatic transfer switch and fuel system, the temporary relocation of line and antennae for existing carriers at the site, the demolition of existing wood poles, the construction of a new foundation, the erection of a new tower structure and the migration of line and antennae to the new tower structure. The project required coordination among several jurisdictional authorities and included an upgrade of the existing electrical services. Began project in 2012 and completed in 2014 as a two phase project. The total project value was \$260 thousand.
- **T-Mobile-Brown's Lake:** Radco provided this new communication site turnkey. It included a 140' Monopine, tower foundation, shelter slab/foundation, shelter, perimeter fencing, new electrical service, site grounding system, icebridge, new lines and antennae and testing. Project began in 2012 and was completed in 2013. Total project value; \$263 thousand.
- **Pacificorp- Mt Isabelle,** Radco provided turnkey construction services to build a new communications site on Mount Isabelle outside of Jacksonville, Oregon. It entailed full site construction including, reconstruction of the existing logging road for access, construction of a new tower foundation consisting of drilled rock anchors into bed rock, two shelters, propane system, emergency backup generator system, site grounding, electrical work and associated slabs. Project completed in 2013. Project value; \$310 thousand.
- **AT&T/Ericsson- Carson City:** This new 4GLTE site build included pioneering/blasting an access road and utilities trench in solid rock, a new foundation and structural platform, antennae, equipment cabinets, site grounding, sweep testing and fiber testing. Project completed in 2013. Project Value; \$512 thousand.
- **AT&T/Ericsson- Spanish Springs:** New 4GLTE site at an existing high school football field/track location. Radco placed a new pier foundation, added a structural extension at an existing light pole, re-set the pole, installed new antennae array, installed site grounding,

poured new slab and foundation, set new shelter, installed fencing around the lease area and completely landscaped the disturbed area. Project completed in 2013. Project Value; \$358 thousand.

- **AT&T/Ericsson- Diamond Peak:** New 4GLTE site at Diamond Peak Ski Resort. This project included a new two story block & concrete equipment building with a metal roof, site grounding, 40' Monopine and new power and fiber from remote locations. Project completed in 2013. Project Value; \$535 thousand.
- **AT&T/Ericsson- 4GLTE Overlay for Northern Nevada and Northern California:** Radco completed over 30 sites ranging in location from densely populated urban areas to extremely remote mountain top sites. The work generally included new antennae, jumpers, remote radio units, sweep testing, new power & fiber, fiber testing, new surge suppression, grounding and connection to -48 backup cabinets. Project began 2013 to present. Project Value; \$1.5 million.
- **Alcatel Lucent- Mt. Oso, CA:** This new microwave communication facility consisted of a new tower foundation, a 160' lattice tower, antenna, wave guide bridge, propane system, emergency backup generator, shelter, foundation and slabs. Project completed in 2014. Project Value; \$179 thousand.
- **Nevada Department of Transportation- Emigrant Pass:** The project consisted of the complete installation of an NDOT supplied 60' 'Monopole and contractor supplied tower foundation, equipment shelter and foundation, generator, propane system, new electrical service, line and antennae work, site grounding system and fencing. Project completed in 2014. Project Value; \$149 thousand.
- **Carson City Purchasing- Sugarloaf:** This project consisted of providing and installing an 80' lattice communication tower, two 500 gallon propane tanks, communication rack, concrete pads, perimeter fence and securing and installing a city furnished 12' x 10' pre-fabricated communications shelter and 60KVA propane standby generator with an automatic transfer switch. Project completed in 2014. Project Value; \$272 thousand.
- **State of Nevada Bureau of Land Management:** Nevada Radio Site Renovations for the Ely and Carson / Battle Mountain Districts. Work at eleven sites included bringing earthen grounding systems at existing towers and shelters into compliance with Motorola R56 Standards. Each site was surveyed and design drawings were developed and submitted for approval. Work at these very remote mountain top sites was completed in summer of 2015. Project Value; \$507 thousand
- **Fillcor, LLC DBA Integra Asset Management:** Site Decommissioning for Cricket wireless. For nearly one hundred sites between Reno and Vegas work included removal of equipment and radio cabinets, antennae, coax, mounts, underground power and telco, equipment platforms and concrete. All material was sorted, palletized, inventoried and stored for pickup to be recycled. Work completed 2015. Project Value; \$400 thousand.

- **California Highway Patrol Enhanced Radio System Pine Grove:** Transported erected and installed an owner furnished 120' tower and equipment vault complete with infrastructure including tower foundation, power, grounding, fencing, generator, propane fuel system and demo of existing facilities. Work completed 2017. Project Value 1.2 million.
- **NDOT Painted Rock:** New communication facility. Radco furnished and installed an 80' tower and equipment shelter. Work included tower foundation, power, Telco, grounding and fencing. Work completed 2017. Project Value \$293,000.00
- **Winchester:** New Verizon site in Meadow Vista California. Installed owner provided 140' monopine including tower foundation, power, telco, fencing, landscape, irrigation, and new asphalt access road. Work completed 2018. Project Value: \$191,260.00
- **Cricket Decom:** Decommissioned 72 sites in the Vegas and Reno Markets. Removed, catalogued, tracked and recycled all cabinets, antennae, coax and batteries. Project Value \$462,000.00
- **Sacramento Municipal Utility District Maintenance Contract:** This contract was obtained through a competitive bid process and involves the up keep and maintenance of SMUDs communication, monitoring and control system throughout central California. Project began in 2012 ongoing to present. Additionally, RADCO Communications is contracted to supply and install (2) 190' Monopoles as well as upgrade 18 existing sites and complete the installation of the 800 MHz system wide upgrade in conjunction with Motorola.
- **Titan Electrical:** This project included the supply and installation of (3) 80' Self Supporting towers, antennas, cameras, lowering devices, antenna mounts and miscellaneous tower hardware. The three sites are part of a statewide upgrade used to install ITS Smart Zones accessing existing fiber optic networks. Project began May 2017 and ended August 2017. The total project value was \$400,000.
- **SMUD:** Solano Wind Monopole This project included the supply and installation of a 198' steel monopole and associated microwave antennas and lines. This site is part of an ongoing upgrade to the existing communications network currently utilized by Sacramento Metropolitan Utility District. Project completed 2017. The total project value \$433,000.
- **Marigold Mine:** Valmy This project included the supply and installation of approximately 5.2 miles of underground fiber to supply larger bandwidth to the Marigold Mining operation. Point of connection was on the north side of I-80 and required boring beneath the freeway in order to complete the tie in. Project completed 2017. The total project value \$285,000.
- **Ifinigy:** Lake of the Pines. This project was completed for APC Towers out of North Carolina and included a 140' Monopine and all infrastructure improvements including grading, electrical, telco, concrete, etc. Site is located at Lake of the Pines private school in Auburn, CA. It is currently home to both AT&T and Verizon Wireless providers. Project completed 2018. Total project value \$347,000.
- **San Joaquin County:** Tracy Communications Tower Project. This project included the construction of a 200' lattice tower and site compound including generator and installation of pre-fabricated shelter. Site is part of a federal grant program used to construct tower sites to

improve communication between various entities in San Joaquin County. Project completed 2018. Total project value \$255,000.

- **Humboldt County:** Rose Creek and Sports Complex. This project included the complete construction of (2) sites. Both sites included the supply and installation of 100' self supporting towers, installation of prefabricated shelter, propane tanks and generators. This is part of a wide effort to improve communications systems in Humboldt County. Project completed 2018. Total project value \$346,000.00
- **T-Mobile:** Austin Mountain. This project included the installation of T-Mobile equipment on an existing tower site on Austin Mountain in very challenging conditions. The site was constructed in the middle of winter and included the installation of equipment cabinets, lines, antennas and electrical systems. Project completed 2018. Total project value \$124,000.
- **APC Towers:** West Chico. This project was completed for APC Towers out of North Carolina and included a 140' Monopine and all infrastructure improvements including grading, electrical, telco, concrete, etc. Site is located adjacent to downtown Chico, CA. It is currently home to both AT&T and Verizon Wireless providers. Project completed 2019. Total project value \$346,000.
- **Vinculums:** Bidwell Chico. This site was a complete communications site build for AT&T Wireless and included the construction of a 120' Monopine, equipment installation, electrical installation and communications equipment installation. Site is currently home to both AT&T and Verizon Wireless providers. Project completed 2019. Total project value \$282,000.
- **NDOT:** Storey County USA Parkway. This project included the construction of a 80' self supporting tower, supply and installation of prefabricated communications and power shelters and supply and installation of a 35,200 watt solar array. This project is part of the statewide NSRS project currently under construction. Project completed 2020. Total project value \$533,000.00
- **Vinculums:** Bensons Feed. This site was a complete communications site build for AT&T Wireless and included the construction of a 120' Monopine, equipment installation, electrical installation and communications equipment installation. Site is currently home to AT&T Wireless. Site is located on Hwy 50 and 580 in Carson City, NV. Project completed 2020. Total project value \$329,000.
- **NDOT:** USA Parkway Solar Array. This project included the construction of a 80' self supporting tower, supply and installation of prefabricated communications and power shelters and supply and installation of a 35,200 watt solar array. This project is part of the statewide NSRS project currently under construction. Project completed 2020. Total project value \$558,000.

- **SMUD:** Sourdough Hill. We are currently completing design and planning for the installation of a new 80' monopole in the Desolation Wilderness area. This site has many challenges of which the main one is access to the site. The work on this site will be completed with the assistance of a helicopter to transport materials to and from the site and will ultimately be used to erect the tower. Project completed 2020. Total project value \$62,000.00
- **L3 Harris:** Indian Springs and Alamo. These sites include the complete construction of communications sites at both Indian Springs and Alamo. They are also a part of the NSRS statewide radio system upgrades currently under construction. Currently under construction. Project completed 2020. Total project value \$518,000.
- **NDOT:** Fitzpatrick. Supply and Install Solar Arrays and Communications Shelter Project completed 2020. Total project value \$426,000.
- **QUALTEK:** Rosewood Lakes. Mono-pine Colocation Project completed 2020. Total project value \$473,000.
- **L3 Harris:** Crystal Springs. Erected new tower 120' and radio shelter facility. Project completed 2021. Total project value \$360,465.
- **Yuba County Water Agency:** Cottage Creek Microwave. Installation of Communications shelter and erection of 2 towers 60'. Project completed 2021. Total project value \$1,363,628.
- **Qualtek:** Carson City. Install 100' monopole with (9) antennas, (18) RRU's (6) surge suppression units, generator with fuel storage and associated equipment. Project completed 2021. Total project value \$318,000.
- **Qualtek:** Cold Springs. Install 85' Mono-pine, power/telco/fiber /Project completed 2021. Total project value \$472,000.
- **L3 Harris:** Region I Line and antenna Install. Install omni antennas with supporting coax mount installation, steel work. Project completed 2021. Total project value \$723,300.
- **NDOT:** Timber Mountain. Supply and Install Comm Shelter, Power Shelter, Solar Arrays, Tower and Lines and Antennas: Supply and Install Shelters, Solar Array and Generator Project completed 2022. Total project value \$2,233,000.
- **T-Mobile:** Red Peak West. Relocate L&A . Install foundation, install new antenna support structure and mounts Project completed 2022. Total project value \$264,000.
- **T-Mobile:** Virginia City Highlands. Install antennas, radios, hybrid trunk, new generator, ice bridge and new 200 amp meter Project completed 2023. Total project value \$235,000.
- **T-Mobile:** Cedar Ridge. Remove and replace platform, remove existing cabinets/panels and antennas, install antennas and radios Project completed 2023. Total project value \$190,908.
- **T-Mobile:** Likely Mountain. Install 3 new antennas, hybrid cables, ice bridge, antenna mounts. Project completed 2024. Total project value \$100,000
- **NDOT:** Fire Station 12. Install communications shelter, grounding, ice bridge. Project completed 2025. Total project value \$380,000.

- **NDOT:** Kimberly Mountain. Install communications shelter, grounding, ice bridge. Project complete 2025. Total project value \$1,433,000
- **NDOT:** Ellen Dee Install communications shelter, grounding, ice bridge. Project complete 2025. Total project value \$736,000
- **DOUGLAS COUNTY:** Fire Station 12. Tower erection. Project complete 2025. Total project value \$144,010
- **NDOT:** Austin Mountain Project complete 2025. Total project value \$389,750
- **NDOT:**Trident Peak Solar. Remove and replace solar panels. Project complete 2025 Total project value \$1,165,860
- **NDOT:** Trident Peak Tower. Project Complete Total project value \$162,705

LIST OF REFERENCES

Summit Telecom Solutions, Inc Mike Bigham 23030 SE Hwy 212 Damascus, OR 97089 (503) 784-8896 mikebigham@comcast.net	State of Nevada (DOT) Department of Transportation James Whalen 1263 S. Stewart Street Carson City, NV 89712 (775) 888-7887 jwhalen@dot.state.nv.us
(Legacy) Tower Structures, Inc Comsite Hardware, Inc Steve Hopkins P.O. Box 7722 Incline Village, NV 89452 (775) 832-2532 hopkins@comsitehardware.com	Incline Partners Mike Flynn P.O. Box 6509 La Quinta, CA 92248-6509 (775) 230-4955 mike@inclinepartners.com
Titan Electrical Contracting, Inc. Ryan Greenhalgh 5450 Mill Street Reno, NV 89502 (775) 857-4500 ryan@titanelectric.biz	Alcatel Lucent Peter Crosbie 3400 West Plano Parkway Plano, TX 95075 (214) 906-9142 peter.crosbie@alcatel-lucent.com
Sacramento Municipal Utility District Eric Fritz 6201 S St. Sacramento, CA 95817 (916) 732-7207 Eric.fritz@smud.org	Hetch Hetchy Water and Power SFPUC Mark Rundle P.O. Box 160 Moccasin, CA 95347 (209) 989-2538 mrundle@sfwater.org
T-Mobile Budd Wuelfing 1755 Creekside Oaks Drive, Suite 190 Sacramento, CA 95833 (530) 863-7342 budd.wuelfing@t-mobile.com	Northern California Power Agency (NCPA) Sandy Rainey P.O. Box 2280 / 477 Bret Harte Drive Murphys, CA 95247 (209) 728-1387 sandy.rainey@ncpa.com

STAFF CREDENTIALS

Robert Davidson—President/General Manager

General Manager of RADCO Communications directing all daily business practices and operations for the turnkey development of telecommunication infrastructure.

Responsible for initiating and completing the construction of various wireless communication sites within the Reno market for Cricket Communications. This included construction of raw land and roof top sites. As a contract employee of Crown Castle, I was responsible for analyzing bids, initiating contracts, managing site construction, material procurement and zoning and building permit approval for each site. The market goal of having 70% of all sites on the air for market launch by October 15, 2001 was realized.

Responsible for establishing BCM Construction as a viable and profitable company in the Reno market. Effectively managed numerous commercial construction projects in the Reno area ranging from \$50,000-\$2,500,000. Projects included construction of concrete tilt-up structures, wood framed business and retail centers and pre-engineered metal buildings. In addition to managing all projects in the Reno area, I was also responsible for continually diversifying BCM's construction arena. Duties included managing, estimating, cost control, scheduling and project close out.

Effectively managed heavy highway, civil and infrastructure development projects from inception to completion. Projects included the Interlocken Business Park and Golf Course, Bachelor Gulch at Vail Village, Sun Microsystems Campus Site, Corporate Express Headquarters Site and Owl Canyon and I-25 Highway Reconstruction. Responsibilities included bidding, budget establishment and analysis, cost control, project planning and scheduling and interaction with owner's and owner's representatives. Managed projects ranged in size from \$500,000 to \$14,000,000

Experience

President/General Manager—RADCO Communications, LLC 2002–Present

Construction Manager—Crown Castle International 2001–2002

Project Manager/Managing Partner—BCM Construction 1998–2001

Project Manager—SEMA Construction 1993–1998

Education

B.S. Construction Management—Colorado State University, Fort Collins, CO

Certificates & Training

OSHA 30-hour certification

Jamie Cochran—Project Manager

2017-present	Project Manager	RADCO Communications LLC
2005–2017	Crew Supervisor	RADCO Communications LLC
2002–03 & 2004–05	Crew Supervisor	Rapid Broadband Technologies
2003–2004	Construction Manager	Western States Tower, LLC
1997–2002	Forman/Construction Manager	Capital Tower & Communications LLC

Certificates & Training

Anritsu Line Sweeping Certification (332C & 820D Practical Knowledge)
Andrews, CommScope, & Teracom Connector Training Certified
Tower Climbing Safety & Rescue, ComTrain (3-day training with written and field performance tests)
First Aid and CPR certified
OSHA 10-hour certification
MSHA Mine Safety training
GHS/ Hazard Communication Training
Boom Lift Safety Training
RF Safety Awareness

Todd Schaller—Field Manager/Superintendent Civil Construction

2002–present	CM/ Superintendent	RADCO Communications, LLC
1999–2002	Civil Construction Superintendent	Net Link
1987–1999	Utilities Superintendent	Eller Corporation

Certificates & Training

GHS/Hazard Communication Training
First Aid and CPR certified
OSHA 10-hour certification
Trench & Safety Training

Paul Fladten—Crew Supervisor

2010-present	Crew Supervisor	RADCO Communications LLC
2003-2010	Foreman/Crew Lead	Capital Tower
2000-2002	Tower Technician	Cade/Tanner Comm
1997-2000	Tower Technician	Capital Tower

Certificates & Training

Anritsu Line Sweeping Certification (332C & 820D Practical Knowledge)

Andrews, CommScope, & Teracom Connector Training Certified

Tower Climbing Safety & Rescue, *ComTrain* (3-day training with written and field performance tests)

First Aid and CPR certified

OSHA 10-hour certification

GHS/ Hazard Communication Training

Boom Lift Safety Training

RF Safety Awareness

LIST OF REFERENCES

Sacramento Municipal Utility District Eric Fritz 6201 S St. Sacramento, CA 95817 (916) 732-7207 Eric.fritz@smud.org	State of Nevada (DOT) Department of Transportation James Whalen 1263 S. Stewart Street Carson City, NV 89712 (775) 888-7887 jwhalen@dot.nv.gov
<i>(Legacy)</i> Tower Structures, Inc Comsite Hardware, Inc Steve Hopkins P.O. Box 7722 Incline Village, NV 89452 (775) 832-2532 hopkins@comsitehardware.com	Incline Partners Mike Flynn P.O. Box 3740 Incline Village, NV 89450 (775) 230-4955 mike@inclinepartners.com
T-Mobile Budd Wuelfing 1755 Creekside Oaks Drive, Suite 190 Sacramento, CA 95833 (530) 863-7342 budd.wuelfing@t-mobile.com	Hetch Hetchy Water and Power SFPUC Mark Rundle P.O. Box 160 Moccasin, CA 95347 (209) 989-2538 mrundle@sfwater.org

RADCO Communications LLC.

450 US Hwy 395 North
Cason City, Nevada 89704
(775) 826-6338

www.radcocommunicationsllc.com

Professional Services

Construction
System Installation
Turn Key Services

Construction

- ▣ Site Clearing, Grading, and Roads
- ▣ Foundations
- ▣ Underground Utilities
- ▣ AC and DC Power Systems
- ▣ Tower Erection
- ▣ Buildings and Block Walls
- ▣ Grounding
- ▣ Fencing



Excavation & Site Preparations





Slab Foundations



Drilled Piers

Underground Utilities





Under-Slab Conduit Grounding Generators



Self Supporting
Towers



Guy
Towers



Monopoles



Slim-line
Designs



Stealth Sites





Block Walls



Fencing

Installations

- ▣ Antennas (All Spectrums)
- ▣ Waveguide and Coax Cable
- ▣ Radios and Power Supplies
- ▣ Alignment and Testing
- ▣ Generators and Fuel Tanks
- ▣ Equipment Shelters
- ▣ Solar Arrays

Passive Repeaters Specialty Antennas



Microwave



UHF



Broadband



CDMA / UMTS
Cellular





Dry Line Systems



Radios



Waveguide &
Coax Support

Photo-Voltaic Power Sources



Equipment Shelters



Turnkey

PRO SERVICES

- ▣ Site Acquisitions
- ▣ Environmental Studies
- ▣ Regulatory Compliance
- ▣ Design Builds
- ▣ Surveys, Architectural & Engineering
- ▣ Jurisdictional Permits
- ▣ Photo Simulations

RESOURCES

- ▣ Custom Fabrication
- ▣ Material Procurement
- ▣ Equipment Turn-up
- ▣ Project Management

From: [Desiree Belding](#)
To: ["rdavidson@radcocom.com"](mailto:rdavidson@radcocom.com)
Bcc: [Robert Jakobs](#); jeff@elkmountaintech.com
Subject: Notice of Intent to Award for the Nevada County Request for Proposal No.200465- Design Build- Nevada County Regional Law Enforcement Indoor Shooting Range
Date: Thursday, July 10, 2025 9:40:00 AM
Attachments: [image001.png](#)
[image002.png](#)
[image011.png](#)
[image012.png](#)
Importance: High

Good morning Mr. Davidson,

Thank you for your recent response to the **Nevada County** Request for Proposal No.200465- Design/Build Entity Proposals For Radio Dispatch Tower. We greatly appreciate your interest and participation in this solicitation. After carefully evaluating each written response for compliance with the requirements outlined in the solicitation, the County has decided to forego a shortlist for interviews and has determined your Firm to be a the **successful Firm** to work with Nevada County for this Design Build Project. Congratulations!!!

In preparation of contract development, I would like to set up a date/time for myself, our Consultant and Captain Jacobs to discuss value engineering of this project, cost modeling and contract development next steps. **Please respond with a few dates/times that will work for your calendar for next week (7/14- 7/18).**

On behalf of the Evaluation Panel and Nevada County, we are excited that your Team will be supporting our County' for this Design Build Project.

I look forward to hearing from you soon.

Sincerely,



**NEVADA
COUNTY**
CALIFORNIA

Desiree Belding, CPPO, CPPB
Deputy Purchasing Agent
Information and General Services Agency
☎ 530-265-1557
☎ 530-446-5445
✉ Desiree.belding@nevadacountyca.gov

REVISED

1.0 COST PROPOSAL FORM – LUMP SUM

The acceptance of, and/or the payment for the D-B Entity's proposal does not constitute an acknowledgement by the County that any or all of the elements are in conformance with the Contract Documents.

Proposer acknowledges the Lump Sum set forth in the space provided below. Said price shall include all cost of bonds, insurance, sales tax, professional fees, allowances and every other item of expense—direct or indirect—incidental to the completion of the design and construction of the proposed project.

1. The certification of the Lump Sum must be without any conditions and/or alterations and/or exceptions. This form must be signed and returned as issued.
2. Appendices to the Proposal, clarifications to the Proposal, contract administration refinements, design refinements, allowance lists, modifications to County Proposal documents, additional allowances that limit the extent of work, value enhancements that reduce and/or infer pre approval of substitutions, etc., or any other conditions or clarifications, including without limitation those that purport to reduce the requirements and/or infer a pre-approval of change to the requirements or a conditional acceptance of the proposal, will not be allowed and may be the basis for considering the proposal to be non-responsive.

I, _____ Robert Davidson _____, authorized agent of D-B Entity,

____ Radco Construction _____ (D-B Entity), hereby agrees to complete the design and construction of the proposed project, **Nevada County Radio Dispatch Tower Project** for the Lump Sum Price of

____ Four Hundred ninety five thousand 900 _____ Dollars

(_____ \$495,900.00 _____) for the complete scope of work

Signature: ____ Robert Davidson _____ **Date:** ____ 9/11/25 _____

Print Name: ____ Robert Davidson _____ **Title:** ____ Owner/Manager ____

The Notice to Proceed (NTP) will be issued by Sheriff Captain or Designee to the D-B Entity at the beginning of the Design-Build Contract.

Prior to the start of construction, the approved Design Review, and Building Permit (s) for this project along with authorization by Sheriff Captain or Designee shall be prerequisites for proceeding with construction