



**NOTICE TO PROCEED**

Date: July 19, 2018  
Contractor: Advanced Tower Services, Inc.  
Project: Design/Build Communication Tower, Shelter Foundation construction, and Snow Load Building Cover at Grand Mesa RFP-4484-18-DH

In accordance with the contract dated June 22, 2018 the Contractor is hereby notified to begin work on the Project on or before July 20, 2018.

The date of final completion as determined is September 14, 2018.

**CITY OF GRAND JUNCTION/MESA COUNTY, COLORADO**

DocuSigned by:  
Duane Hoff Jr., Senior Buyer - City of Grand Junction  
9F789E7D5DF12BC  
Duane Hoff Jr., Senior Buyer

Receipt of this Notice to Proceed is hereby acknowledged:

Contractor: Advanced Tower Services Inc

By: Cliff Barbieri - President, Advanced Tower Services, Inc.  
4D90BE1A3D23412...

Print Name: Cliff Barbieri - President, Advanced Tower Services, Inc.

Title: President

Date: 7/21/2018 | 20:22 MDT



**NOTICE OF AWARD**

Date: June 22, 2018  
Company: Advanced Tower Services, Inc.  
Project: Design/Build Communication Tower, Shelter Foundation Construction, and Snow Load Building Cover at Grand Mesa RFP-4484-18-DH

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You have been awarded the City of Grand Junction Design/Build Communication Tower, Shelter Foundation Construction, and Snow Load Building Cover at Grand Mesa RFP-4484-18-DH for a total price of **\$381,000.00**.

Please notify Joseph Konice, - Radio Systems Sanalyst, 970-549-5451, or Jeremy Duncan, IT Supervisor at 970-549-5452 for project scheduling, and return to the City Purchasing Division an acknowledged copy of this Notice of Award, signed Contract, Payment & Performance Bonds, and Certificate of Insurance, as per the solicitation documents.

CITY OF GRAND JUNCTION, COLORADO

DocuSigned by:  
Duane Hoff Jr., Senior Buyer - City of Grand Junction  
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Duane Hoff Jr., Senior Buyer

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**SUPPLIER ACKNOWLEDGEMENT**

Receipt of this Notice to Award is hereby acknowledged:

Company: Advanced Tower Services Inc

By: Cliff Barbieri - President, Advanced Tower Services Inc  
DocuSigned by:  
4D90BE1A3D25412...

Title: President

Date: 6/22/2018 | 13:58 MDT



CITY OF GRAND JUNCTION, COLORADO

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**CONTRACT**

This CONTRACT made and entered into this 22<sup>nd</sup> day of June, 2018 by and between the **City of Grand Junction, Colorado**, a government entity in the County of Mesa, State of Colorado, hereinafter in the Contract Documents referred to as the "Owner" and **Advanced Tower Services, Inc.** hereinafter in the Contract Documents referred to as the "Contractor."

WITNESSETH:

WHEREAS, the Owner advertised that sealed Responses would be received for furnishing all labor, tools, supplies, equipment, materials, and everything necessary and required for the Project described by the Contract Documents and known as **Design/Build Communication Tower, Shelter Foundation Construction, and Snow Load Building Cover at Grand Mesa RFP-4484-18-DH.**

WHEREAS, the Contract has been awarded to the above named Contractor by the Owner, and said Contractor is now ready, willing and able to perform the Work specified in the Notice of Award, in accordance with the Contract Documents;

NOW, THEREFORE, in consideration of the compensation to be paid the Contractor, the mutual covenants hereinafter set forth and subject to the terms hereinafter stated, it is mutually covenanted and agreed as follows:

ARTICLE 1

**Contract Documents:** It is agreed by the parties hereto that the following list of instruments, drawings, and documents which are attached hereto, bound herewith, or incorporated herein by reference constitute and shall be referred to either as the "Contract Documents" or the "Contract", and all of said instruments, drawings, and documents taken together as a whole constitute the Contract between the parties hereto, and they are fully a part of this agreement as if they were set out verbatim and in full herein:

The order of contract document governance shall be as follows:

- a. The body of this contract agreement;
- b. Negotiated Terms and Conditions/Best and Final Offer;

- c. Solicitation Documents for the Project; **Design/Build Communication Tower, Shelter Foundation Construction, and Snow Load Building Cover at Grand Mesa;**
- d. Notice of Award
- e. Contractors Response to the Solicitation
- f. Work Change Requests (directing that changed work be performed);
- g. Field Orders
- h. Change Orders.

## ARTICLE 2

Definitions: The clauses provided in the Solicitation apply to the terms used in the Contract and all the Contract Documents.

## ARTICLE 3

Contract Work: The Contractor agrees to furnish all labor, tools, supplies, equipment, materials, and all that is necessary and required to complete the tasks associated with the Work described, set forth, shown, and included in the Contract Documents as indicated in the Solicitation Document.

## ARTICLE 4

Contract Time and Liquidated Damages: Time is of the essence with respect to this Contract. The Contractor hereby agrees to commence Work under the Contract on or before the date specified in the Solicitation from the Owner, and to achieve Substantial Completion and Final Completion of the Work within the time or times specified in the Solicitation. In the event the Work is not completed in the times set forth and as agreed upon, the Contractor further agrees to pay Liquidated Damages to the Owner as set forth in the Solicitation. The Contractor acknowledges and recognizes the delays, expenses and difficulties involved in proving in a legal proceeding the actual losses suffered by the Owner if the work is not completed on time. Accordingly, instead of requiring any such proof, the Owner and the Contractor agree that as Liquidated Damages for delay, but not as a penalty, the Contractor shall pay to the Owner the amounts specified in the Solicitation.

## ARTICLE 5

Contract Price and Payment Procedures: The Contractor shall accept as full and complete compensation for the performance and completion of all of the Work specified in the Contract Documents, the sum of **Three Hundred Eighty-One Thousand and 00/100 Dollars (\$381,000.00)**. If this Contract contains unit price pay items, the Contract Price shall be adjusted in accordance with the actual quantities of items completed and accepted by the Owner at the unit prices quoted in the Solicitation Response. The amount of the Contract Price is and has heretofore been appropriated by the Grand Junction City Council for the use and benefit of this Project. The Contract Price shall not be modified except by Change Order or other written directive of the Owner. The Owner shall not issue a Change Order or other written directive which requires additional work to be performed, which work causes the aggregate amount payable under this Contract to



exceed the amount appropriated for this Project, unless and until the Owner provides Contractor written assurance that lawful appropriations to cover the costs of the additional work have been made.

Unless otherwise provided in the Solicitation, monthly partial payments shall be made as the Work progresses. Applications for partial and Final Payment shall be prepared by the Contractor and approved by the Owner in accordance with the Solicitation.

Upon Final Completion of the Work under the Contract and before the Contractor shall receive final payment, the Owner shall publish at least twice in a newspaper of general circulation published in the County a notice that: 1. the Owner has accepted such Work as completed according to the Contract Documents; 2. the Contractor is entitled to final payment therefore; 3. thirty days after the first publication, specifying the exact date, the Owner shall pay the full balance due under the Contract; and 4. persons having claims for labor, materials, team hire, sustenance, provisions, provender, or other supplies used or consumed by the Contractor or a subcontractor shall file a verified statement of the amount due and unpaid on account of such claim prior to the date specified for such payment. Nothing herein shall be construed as relieving the Contractor and the Sureties on the Contractor's Bonds from any claim or claims for work or labor done or materials or supplies furnished in the execution of the Contract.

#### ARTICLE 6

**Bonds:** The Contractor shall furnish currently herewith the Bonds required by the Contract Documents, such Bonds being attached hereto. The Performance Bond shall be in an amount not less than one hundred percent (100%) of the Contract Price set forth in Article 5. The Payment Bond shall be in an amount not less than one hundred (100%) of the Contract Price set forth in Article 5.

#### ARTICLE 7

**Contract Binding:** The Owner and the Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto in respect to all covenants, agreements and obligations contained in the Contract Documents. The Contract Documents constitute the entire agreement between the Owner and Contractor and may only be altered, amended or repealed by a duly executed written instrument. Neither the Owner nor the Contractor shall, without the prior written consent of the other, assign or sublet in whole or in part its interest under any of the Contract Documents and specifically, the Contractor shall not assign any moneys due or to become due without the prior written consent of the Owner.

#### ARTICLE 8

**Severability:** If any part, portion or provision of the Contract shall be found or declared null, void or unenforceable for any reason whatsoever by any court of competent jurisdiction or any governmental agency having the authority thereover, only such part, portion or provision shall be effected thereby and all other parts, portions and provisions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, City of Grand Junction, Colorado, has caused this Contract to be subscribed and sealed and attested in its behalf; and the Contractor has signed this Contract the day and the year first mentioned herein.

The Contract is executed in two counterparts.

**CITY OF GRAND JUNCTION, COLORADO**

DocuSigned by:  
By: Duane Hoff Jr., Senior Buyer - City of Grand Junction 8/22/2018 | 14:31 MDT  
9F780E7D60F14BC...  
Duane Hoff Jr., Senior Buyer Date

**Advanced Tower Services, Inc.**

DocuSigned by:  
By: Cliff Barbieri - President, Advanced Tower Services, Inc. 8/22/2018 | 14:01 MDT  
4D990E1A3025412...  
Cliff Barbieri - President, Advanced Tower Services, Inc. Date



Purchasing Division

## ADDENDUM NO. 1

**DATE:** March 22, 2018  
**FROM:** City of Grand Junction Purchasing Division  
**TO:** All Offerors  
**RE:** Design/Build Communication Tower, Shelter Foundation Construction, and Snow Load Building Cover at Grand Mesa RFP-4484-18-DH

Offerors responding to the above referenced solicitation are hereby instructed that the requirements have been clarified, modified, superseded and supplemented as to this date as hereinafter described.

Please make note of the following clarifications:

1. Q. **Keep Jobs in Colorado Act:** Will the contractor be required to use 80% Colorado labor on this project? Most tower companies employ employee personnel from all over the country.
  - A. It is not anticipated that this project will exceed the \$500,000 minimum requirement for the Keep Jobs in Colorado Act to be enacted for this project.
2. Q. **Permitting and Fees:** Have the following been applied for:
  - SHPO/NEPA
  - FAA Approval
  - City or State permits
  - Tribal Monitoring (Will the contractor need Tribal presence during excavation)
  - A. Conditional use permit by Owner, any other permits are to be provided by Contractor. Tribal monitoring not necessary.
3. Q. **Grounding:** Does the grounding plan need to be signed off by a Colorado engineer? Contractor will not know what the grounding materials will consist of until the Geotech has been completed.
  - A. Reasonable assumptions should be made by the Contractor to produce their 30% plans for bidding purposes. If design changes are necessary based on the findings of the final geotechnical report, negotiations/discussion will take place at that time.
4. Q. **Tower Foundation:** For bidding purposes the Contractor should bid "Normal" soils until the Geotech has been completed at which time a "Final Foundation Design" can be produced.

- A. Reasonable assumptions should be made by the Contractor to produce their 30% plans for bidding purposes. If design changes are necessary based on the findings of the final geotechnical report, negotiations/discussion will take place at that time.
5. Q. **Access Issues:** Are there any known access issues to the site?
- A. No issue with access to the site, as long as heavy work is not done until after the July 15<sup>th</sup> date. The road to the site is not maintained, Please be aware of the conditions of the road
6. Q. Who is responsible for AC connect and power connection?
- A. It is the responsibility of the contractor to coordinate with the Power connection at the building meter
7. Q. Will Contractor be responsible for installation of the generator?
- A. The generator is already pre-installed in the building.
8. Q. Can fencing work be done prior to July 15<sup>th</sup>?
- A. No.
9. Q. Can you please clarify and list all coax cables required for this project?

Item	Elevation	Loading Type	Freq	Coax / WaveGuide	Direction
1	150	(1) 12 FT omni (UP) 800 RX	851-854	7/8 Heliac	top N/W
2	150	(1) 15 FT omni (UP) VHF Ch3/NLEEC		1/2 Heliac	top N/E
3	150	(1)15 FT omni antenna VHF DOW		1/2 Heliac	top S/E
4	150	(1) 15 FT omni (UP) VHF SO		1/2 Heliac	top S/W
5	120	(1) 12 FT omni (UP) 800 TX		7/8 Heliac	NW
6	90	(1) 4' Yagi antenna SO VHF Control to Lee Point		7/8 Heliac	S/E
7	75	(1) 15' omni antenna VHF NOAA		1/2 Heliac	W
8	70	(1) 4FT Yagi antenna CSP3 VHF Control to Lee Point		7/8 Heliac	S/E
9	65	(1) 6FT Dish NOA-GJT	6 Ghz	6 GHz waveguide	W
10	65	(1) 6 FT Dish COLB	6 Ghz	6 GHz waveguide	N
11	50	(1) 6 FT Dish Diversity to State Sunlight site	6 Ghz	6 GHz waveguide	E
12	50	(1) 6 FT Dish GJCC	6 Ghz	6 GHz waveguide	W
13	45	(1) 6 FT Dish SOB	6 Ghz	6 GHz waveguide	W
14	45	(1) 8 FT Dish Sunlight	6 Ghz	6G Hz waveguide	E
15	41	(1) 3FT Dish NOA	11Ghz	11 GHz waveguide	S/E
16	20	(1) 3 FT dish Future dish Debeque canyon		Future N/A	N/E

A. This is the known data at this time, for RFP response purposes.

10.Q. What type of climbing harness will be required for the project?

A. Please remove the requirement for a climbing harness.

11.Q. What are the grounding requirements?

A. Grounding will be done to Motorola R-56 standards for the Tower, the Site, and External building connections. The internal building R-56 requirements will be completed by the City of Grand Junction.

12.Q. Is there an existing fence grounding system that can be tied into?

A. There is an existing grounding ring that can be tied into to follow the new fence line. Following the R-56 standards

13.Q. Does compound need to be secured after existing fence is removed?

A. the compound will be exposed during construction, and is expected to be secured at the

14.Q. Is there an existing entry point for the cable bridge?

A. The entry point will be located on the south side of the building, midway down the building.

15.Q. For the trench requirements for grounding, is testing required for compaction rate, and if so, who will be responsible for providing testing?

A. The City will provide materials testing for soils, concrete, structural steel, and asphalt (if needed). The contractor will be responsible for scheduling the testing to allow for testing to be performed at the frequencies provided in the City of Grand Junction Standard Contract Documents for Capital Improvements Construction (July 2010), or as otherwise determined by the applicable design engineer.

16.Q. Who is responsible for mounts, labor, and antenna line?

A. The Contractor will be responsible for mounts, labor and antenna line to be roughed in to the tower ground plain

17.Q. Who will Contractor be working with for the meter landing to the building?

A. Contractor will be required to work with Grand Valley Power, or any other power provider to the site.

18.Q. Who will be responsible for hanging, mounting, and alignment of dishes?

A. The Contractor shall be responsible for hanging and mounting of the dishes. Alignment shall be performed by others.

19.Q. Could a vault system be used for conduit installation?

A. Yes.

20.Q. Is concrete testing required, and if so, what are the requirements and who will be responsible for providing the testing?



A. The City will provide materials testing for soils, concrete, structural steel, and asphalt (if needed). The contractor will be responsible for scheduling the testing to allow for testing to be performed at the frequencies provided in the City of Grand Junction Standard Contract Documents for Capital Improvements Construction (July 2010), or as otherwise determined by the applicable design engineer.

21.Q. Can fencing posts be cut to ground level and left in place?

A. No. Fencing posts and material must be completely removed from site.

22.Q. Are Davis Bacon Wages required for this project?

A. No.

23.Q. Who will be doing inspections for electrical, trenching, etc.?

A. The City will provide materials testing for soils, concrete, structural steel, and asphalt (if needed). The contractor will be responsible for scheduling the testing to allow for testing to be performed at the frequencies provided in the Standard Contract Documents for Capital Improvements Construction (July 2010), or as otherwise determined by the applicable design engineer. Electrical and other building inspections will be performed as required by the Mesa County Building Department.

The original solicitation for the project noted above is amended as noted.

All other conditions of subject remain the same.

Respectfully,



Duane Hoff Jr., Senior Buyer  
City of Grand Junction, Colorado



Purchasing Division

## **ADDENDUM NO. 2**

**DATE: March 22, 2018**  
**FROM: City of Grand Junction Purchasing Division**  
**TO: All Offerors**  
**RE: Design/Build Communication Tower, Shelter Foundation Construction, and Snow Load Building Cover at Grand Mesa RFP-4484-18-DH**

Offerors responding to the above referenced solicitation are hereby instructed that the requirements have been clarified, modified, superseded and supplemented as to this date as hereinafter described.

Please make note of the following clarifications:

1. Q. Do you have a CAD file of the existing site layout? We need the dimensions of the existing layout as current condition shows an existing tower and shelter building in the same compound. Online GIS map does not provide enough information to draw accurate site plan.
  - A. Yes We have a Site Survey Drawing from Sept. 2017
2. Q. What is the Risk Category of this project, per 2012 IBC table 1604.5, category I, II, III or IIII?
  - A. ECM: The tower will fall under a Category IV per 2012 IBC as a facility required for emergency response.
3. Q. The snow loading is 100 lbs. PSF?
  - A. ECM: 100 PSF at a minimum.
4. Q. Can we use heavy duty grips strut on top (not a metal deck or similar enclosed application)?
  - A. Heavy duty grips strut on top of the tower "Crows Nets" is acceptable , as long as it does not deviate from proposed tower manufactures specifications, or change the load capacity based on the proposed engineering specifications of the tower?
5. Q. Is it a must to have this ice shield frame with a 30 to 50-degree slope? That will raise the framing to 14' above ground on higher side?

- A. Yes the Ice Shield/ Building Roof is to maintain a Minimum 30% Degree slope, to allow the roof to shed the snow load to the south of the Building, while helping deflect deflecting falling ice from the tower. The building roof shall extend past the building footprint to cover all protruding objects from the building (Power, Air conditioners, exc..) The intent is to extend past and cover the Ice bridge section where it runs south along the southern edge of the building, where in alignment with the building to keep the snow from the roof cover from "Dumping" on top of the ice bridge.
6. Q. How wide will the fence gate be?
- A. Minimum of 14 feet wide.
7. Q. Will the fence gate be single or double gate?
- A. Double gate preferred, but not required, as long as we meet the minimum
8. Q. The RFP requires structural calcs for the ice bridge. Typically, it's a prefabricated item. Do we need structural calcs for the ice bridge?
- A. ECM: The fabricator of the bridge should provide the qualifying calculations.
9. Q. The industry practice is to bury the ice bridge post into its pier foundation. The base plate and anchor bolt will need periodic maintenance. Can we bury the ice bridge post in concrete?
- A. ECM: Refer to your geotechnical/structural engineer's recommendations.
- 10.Q. What is the structural class for the tower (per G code) I or II or III?
- A. ECM: Class III tower structure as there is no redundancy in the current system for the proposed area coverage. ANSI/TIA-222-G, Addendum 2 Annex A Section A.2.2 further defines Class III structures based on reliability criteria: Structures used primarily for essential communications such as civil or national defense, emergency, rescue, or disaster operations, military and navigation facilities
- 11.Q. Do you want the tower platform rails to exceed the height of the tower (150')?
- A. Yes The tower should be 150 FT, at the Deck of the "Crow's Nest" with the rails to extend above per applicable codes , Upper tower Mounts should be accessible from the Crow's nest
- 12.Q. What is the center line on the tower you want the platform floor at?
- A. Platform will be at the top of the tower 150 FT
- 13.Q. Can the coax ducting run under the building?
- A. Preferred would be alongside the building, but if the building foundation work allows for under the building, is acceptable.

14.Q. Do you want ice shields for the microwave dishes?

A. Yes, where applicable

15.Q. Do we need to have the Professional Liability & Errors and Omissions Insurance policy before we bid, or can we purchase it if we win the bid?

A. Contractor shall provide Insurance Certificate, as per the Insurance specifications in the solicitation document, upon contract award.

16.Q. Is the city of Grand Junction responsible for providing all the information needed to lease the site from the BLM?

A. Yes.

17.Q. Does the current grounding ring, that we will tie into, meet the 10 ohms and R56 grounding requirements?

A. Grounding Ring testing and certification to maintain the R56 requirements is the responsibility of the contractor. The condition of the existing grounding ring is not known at this time.

18.Q. What happens if it does not comply to R56 10 ohms?

A. The tower and external facilities are the responsibility of the contractor to meet the R56 specifications. The tower, building and site construction shall pass R56 grounding standards once completed. The internal build R56 standards will be completed by the city of Grand Junction.

19.Q. Do you have a preference for which direction the building doors face?

A. Yes the build doors shall be on the north side based on the layout plan provided, the generator room shall be on the west side of the building with the power pulled to the north west corner, the radio, equipment room will be on the east side of the building with the Ice bridge running to the south, turning north into the building midway down the building

20.Q. Can we face the building doors to the SW (long side of fence) and use the coax ports between the air conditioners to shorten the ice bridge run? (This will also give easier access to refuel the generator)

A. The build doors shall be on the north side based on the layout plan provided, the generator room shall be on the west side of the building with the power pulled to the north west corner, the radio, equipment room will be on the east side of the building with the Ice bridge running to the south, turning north into the building midway down the building

21.Q. I would like to clarify what you mean by "30%" plans. I assume it to mean you want just a general site plan without a lot of detail?

A. Yes 30% is in reference, generally stating the plan shall have enough detail to convey intent of site construction.

22. Q. If we provide tower design, tower drawing and tower foundation drawing – will this comply with bid request for 30% drawing? It's very unusual to ask for stamped drawings for the bid in the hope that we will win this as engineered drawings will cost us \$1500. Happy to do this if we are awarded the biz – just making sure.

A. ECM: 30% drawings do not need to be stamped.

The original solicitation for the project noted above is amended as noted.

All other conditions of subject remain the same.

Respectfully,

A handwritten signature in black ink, appearing to read "Duane Hoff Jr.", written over a light blue horizontal line.

Duane Hoff Jr., Senior Buyer  
City of Grand Junction, Colorado





**Request for Proposal  
RFP-4484-18-DH**

**Design/Build Communication Tower, Shelter  
Foundation Construction, and Snow Load Building  
Cover at Grand Mesa**

**RESPONSES DUE:**

March 30, 2018 Prior to 3:30 PM MDT

**Accepting Electronic Responses Only**

**Responses Only Submitted Through the Rocky Mountain E-Purchasing  
System (RMEPS)**

**<https://www.rockymountainbidsystem.com/default.asp>**

(Purchasing Representative does not have access or control of the vendor side of RMEPS.  
If website or other problems arise during response submission, vendor **MUST** contact  
RMEPS to resolve issue prior to the response deadline. 800-835-4603)

**PURCHASING REPRESENTATIVE:**

Duane Hoff Jr., Senior Buyer

**[duaneh@gjcity.org](mailto:duaneh@gjcity.org)**

970-244-1545

This solicitation has been developed specifically for a Request for Proposal intended to solicit competitive responses for this solicitation, and may not be the same as previous City of Grand Junction solicitations. All offerors are urged to thoroughly review this solicitation prior to submitting. Submittal by **FAX, EMAIL or HARD COPY IS NOT ACCEPTABLE** for this solicitation.

# **REQUEST FOR PROPOSAL**

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- 1.0 Administrative Information and Conditions for Submittal**
- 2.0 General Contract Terms and Conditions**
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- 6.0 Evaluation Criteria and Factors**
- 7.0 Solicitation Response Form**
- Attachments**

## REQUEST FOR PROPOSAL

### **SECTION 1.0: ADMINISTRATIVE INFORMATION & CONDITIONS FOR SUBMITTAL**

- 1.1 Issuing Office:** This Request for Proposal (RFP) is issued by the City of Grand Junction. All contact regarding this RFP shall be directed to:  
**RFP Questions:**  
Duane Hoff Jr., Senior Buyer  
[duaneh@gjcity.org](mailto:duaneh@gjcity.org)
- 1.2 Purpose:** The purpose of this RFP is to obtain proposals from qualified professional firms to provide and install a 150-foot communication tower, Tower-to-building ice bridge and an equipment/generator building foundation for 12 X 26 building. Contractor shall also transport the building (approx. 35000lb) from 333 West Ave, Grand Junction, CO 81501 and place said building. (Building provided by City of Grand Junction) onsite at proposed Grand Mesa site. The contractor will also design, build and install a free-standing approximate 15' x 30' building cover for the 12 X 26 building to be constructed out of steel that meets 100LB snow load specification to extend past building footprint.
- 1.3 The Owner:** The Owner is the City of Grand Junction, Colorado and is referred to throughout this Solicitation. The term Owner means the Owner or his authorized representative.
- 1.4 Pre-Bid Meeting:** A pre-bid meeting is recommended for all prospective offerors. The purpose of this meeting will be to inspect and to clarify the contents of this Request for Proposal (RFP). Meeting location shall be in the Gary Konzak Training Room, 2<sup>nd</sup> Floor, at the Grand Junction Police Department located at 555 Ute Avenue Grand Junction Colorado 81501 on March 16, 2018 at 11:00am. Contractors may either attend in person, or may call in to a conference-bridge line at 970-255-2299.
- 1.5 Compliance:** All participating Offerors, by their signature hereunder, shall agree to comply with all conditions, requirements, and instructions of this RFP as stated or implied herein. Should the Owner omit anything from this packet which is necessary to the clear understanding of the requirements, or should it appear that various instructions are in conflict, the Offeror(s) shall secure instructions from the Purchasing Division prior to the date and time of the submittal deadline shown in this RFP.
- 1.6 Submission:** Please refer to section 5.0 for what is to be included. **Each proposal shall be submitted in electronic format only, and only through the Rocky Mountain E-Purchasing website (<https://www.rockymountainbidsystem.com/default.asp>).** **This site offers both "free" and "paying" registration options that allow for full access of the Owner's documents and for electronic submission of proposals.** (Note: "free" registration may take up to 24 hours to process. Please Plan accordingly.) Please view our "Electronic Vendor Registration Guide" at <http://www.gjcity.org/business-and-economic-development/bids/> for details. For proper comparison and evaluation, the City requests that proposals be formatted as directed in Section 5.0 "Preparation and Submittal of Proposals." Submittals received that fail to follow this format may be ruled non-responsive. (Purchasing Representative does not have access or control of the vendor side of RMEPS. If website

or other problems arise during response submission, vendor **MUST** contact RMEPS to resolve issue prior to the response deadline. **800-835-4603**)

- 1.7 Altering Proposals:** Any alterations made prior to opening date and time must be initiated by the signer of the proposal, guaranteeing authenticity. Proposals cannot be altered or amended after submission deadline.
- 1.8 Withdrawal of Proposal:** A proposal must be firm and valid for award and may not be withdrawn or canceled by the Offeror for sixty (60) days following the submittal deadline date, and only prior to award. The Offeror so agrees upon submittal of their proposal. After award this statement is not applicable.
- 1.9 Addenda:** All Questions shall be submitted in writing to the appropriate person as shown in Section 1.1. Any interpretations, corrections and changes to this RFP or extensions to the opening/receipt date shall be made by a written Addendum to the RFP by the Owner. Sole authority to authorize addenda shall be vested in the City of Grand Junction Purchasing Representative. Addenda will be issued electronically through the Rocky Mountain E-Purchasing website at [www.rockymountainbidsystem.com](http://www.rockymountainbidsystem.com) and <http://www.gjcity.org/business-and-economic-development/bids/> Offerors shall acknowledge receipt of all addenda in their proposal.
- 1.10 Exceptions and Substitutions:** All proposals meeting the intent of this RFP shall be considered for award. Offerors taking exception to the specifications shall do so at their own risk. The Owner reserves the right to accept or reject any or all substitutions or alternatives. When offering substitutions and/or alternatives, Offeror must state these exceptions in the section pertaining to that area. Exception/substitution, if accepted, must meet or exceed the stated intent and/or specifications. The absence of such a list shall indicate that the Offeror has not taken exceptions, and if awarded a contract, shall hold the Offeror responsible to perform in strict accordance with the specifications or scope of work contained herein.
- 1.11 Confidential Material:** All materials submitted in response to this RFP shall ultimately become public record and shall be subject to inspection after contract award. **“Proprietary or Confidential Information”** is defined as any information that is not generally known to competitors and which provides a competitive advantage. Unrestricted disclosure of proprietary information places it in the public domain. Only submittal information clearly identified with the words **“Confidential Disclosure”** and uploaded as a separate document shall establish a confidential, proprietary relationship. Any material to be treated as confidential or proprietary in nature must include a justification for the request. The request shall be reviewed and either approved or denied by the Owner. If denied, the proposer shall have the opportunity to withdraw its entire proposal, or to remove the confidential or proprietary restrictions. Neither cost nor pricing information nor the total proposal shall be considered confidential or proprietary
- 1.12 Response Material Ownership:** All proposals become the property of the Owner upon receipt and shall only be returned to the proposer at the Owner’s option. Selection or rejection of the proposal shall not affect this right. The Owner shall have the right to use all ideas or adaptations of the ideas contained in any proposal received in response to this

RFP, subject to limitations outlined in the section titled "Confidential Material". Disqualification of a proposal does not eliminate this right.

**1.13 Minimal Standards for Responsible Prospective Offerors:** A prospective Offeror must affirmably demonstrate their responsibility. A prospective Offeror must meet the following requirements:

- Have adequate financial resources, or the ability to obtain such resources as required.
- Be able to comply with the required or proposed completion schedule.
- Have a satisfactory record of performance.
- Have a satisfactory record of integrity and ethics.
- Be otherwise qualified and eligible to receive an award and enter into a contract with the Owner.

**1.14 Nonconforming Terms and Conditions:** A proposal that includes terms and conditions that do not conform to the terms and conditions of this Request for Proposal is subject to rejection as non-responsive. The Owner reserves the right to permit the Offeror to withdraw nonconforming terms and conditions from its proposal prior to a determination by the Owner of non-responsiveness based on the submission of nonconforming terms and conditions

**1.15 Open Records:** All proposals shall be open for public inspection after the contract is awarded. Trade secrets and confidential information contained in the proposal so identified by offer as such shall be treated as confidential by the Owner to the extent allowable in the Open Records Act.

**1.16 Sales Tax:** City of Grand Junction is, by statute, exempt from the State Sales Tax and Federal Excise Tax; therefore, all fees shall not include taxes.

**1.17 Public Opening:** Proposals shall be opened in the City Hall Auditorium, 250 North 5<sup>th</sup> Street, Grand Junction, CO 81501, immediately following the proposal deadline. Offerors, their representatives and interested persons may be present. Only the names and locations on the proposing firms will be disclosed.

## SECTION 2.0: GENERAL CONTRACT TERMS AND CONDITIONS

**2.1. Acceptance of RFP Terms:** A proposal submitted in response to this RFP shall constitute a binding offer. Acknowledgment of this condition shall be indicated on the Cover Letter by the Offeror or an officer of the Offeror legally authorized to execute contractual obligations. A submission in response to the RFP acknowledges acceptance by the Offeror of all terms and conditions, as set forth herein. An Offeror shall identify clearly and thoroughly any variations between its proposal and the Owner's RFP requirements. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance, except as outlined or specified in the RFP.

**2.2. Execution, Correlation, Intent, and Interpretations:** The Contract Documents shall be signed by the Owner and Contractor. By executing the contract, the Contractor represents that they have familiarized themselves with the local conditions under which the Work is to be performed and correlated their observations with the requirements of the Contract



Documents. The Contract Documents are complementary, and what is required by any one, shall be as binding as if required by all. The intention of the documents is to include all labor, materials, equipment, services and other items necessary for the proper execution and completion of the scope of work as defined in the technical specifications and drawings contained herein. All drawings, specifications and copies furnished by the Owner are, and shall remain, Owner property. They are not to be used on any other project.

- 2.3. Permits, Fees, & Notices:** The Contractor shall secure and pay for all permits, fees and licenses necessary for the proper execution and completion of the work. The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the work. If the Contractor observes that any of the Contract Documents are at variance in any respect, Contractor shall promptly notify the Owner in writing, and any necessary changes shall be adjusted by change order/amendment. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner, Contractor shall assume full responsibility and shall bear all costs attributable.
- 2.4. Responsibility for those Performing the Work:** The Contractor shall be responsible to the Owner for the acts and omissions of all their employees and all other persons performing any of the work under a contract with the Contractor.
- 2.5. Use of the Site:** The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents, and shall not unreasonably encumber the site with any materials or equipment.
- 2.6. Cleanup:** The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by their operations. At the completion of work they shall remove all their waste materials and rubbish from and about the project, as well as all their equipment and surplus materials.
- 2.7. Payment & Completion:** The Contract Sum is stated in the Contract and is the total amount payable by the Owner to the Contractor for the performance of the work under the Contract Documents. Upon receipt of written notice that the work is ready for final inspection and acceptance and upon receipt of application for payment, the Owner's Project Manager will promptly make such inspection and, when Owner finds the work acceptable under the Contract Documents and the Contract fully performed, the Owner shall make payment in the manner provided in the Contract Documents. Partial payments will be based upon estimates, prepared by the Contractor, of the value of Work performed and materials placed in accordance with the Contract Documents.
- 2.8. Performance & Payment Bonds:** Contractor shall furnish a Performance and a Payment Bond, each in an amount at least equal to that specified for the contract amount as security for the faithful performance and payment of all Contractor's obligations under the Contract Documents. These bonds shall remain in effect for the duration of the Warranty Period (as specified in the Special Conditions). Contractor shall also furnish other bonds that may be required by the Special Conditions. All bonds shall be in the forms prescribed by the Contract Documents and be executed by such sureties as (1) are licensed to conduct business in the State of Colorado and (2) are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as

Acceptable Reinsuring Companies” as published in Circular 570 (amended) by the Audit Staff, Bureau of Accounts, U.S. Treasury Department. All bonds signed by an agent must be accompanied by a certified copy of the Authority Act. If the surety on any bond furnished by the Contractor is declared bankrupt, or becomes insolvent, or its rights to do business in Colorado are terminated, or it ceases to meet the requirements of clauses (1) and (2) of this section, Contractor shall within five (5) days thereafter substitute another bond and surety, both of which shall be acceptable to the City.

**2.9. Retention:** The Owner will deduct money from the partial payments in amounts considered necessary to protect the interest of the Owner and will retain this money until after completion of the entire contract. The amount to be retained from partial payments will be five (5) percent of the value of the completed work, and not greater than five (5) percent of the amount of the Contract. When the retainage has reached five (5) percent of the amount of the Contract no further retainage will be made and this amount will be retained until such time as final payment is made.

**2.10. Liquidated Damages for Failure to Meet Project Completion Schedule:** If the Contractor does not achieve Final Completion by the required date, whether by neglect, refusal or any other reason, the parties agree and stipulate that the Contractor shall pay liquidated damages to the City for each such day that final completion is late. As provided elsewhere, this provision does not apply for delays caused by the City. The date for Final Completion may be extended in writing by the Owner.

The Contractor agrees that as a part of the consideration for the City's awarding of this Contract liquidated damages in the daily amount of **\$500.00** is reasonable and necessary to pay for the actual damages resulting from such delay. The parties agree that the real costs and injury to the City for such delay include hard to quantify items such as: additional engineering, inspection and oversight by the City and its agents; additional contract administration; inability to apply the efforts of those employees to the other work of the City; perceived inefficiency of the City; citizens having to deal with the construction and the Work, rather than having the benefit of a completed Work, on time; inconvenience to the public; loss of reputation and community standing for the City during times when such things are very important and very difficult to maintain.

The Contractor must complete the Work and achieve final completion included under the Bid Schedule in the number of consecutive calendar days after the City gives its written Notice to Proceed. When the Contractor considers the entire Work ready for its intended use, Contractor shall certify in writing that the Work is substantially complete. In addition to the Work being substantially complete, Final Completion date is the date by which the Contractor shall have fully completed all clean-up, and all items that were identified by the City in the inspection for final completion. Unless otherwise stated in the Special Conditions, for purposes of this liquidated damages clause, the Work shall not be finished and the Contract time shall continue to accrue until the City gives its written Final Acceptance.

If the Contractor shall fail to pay said liquidated damages promptly upon demand thereof after having failed to achieve Final Completion on time, the City shall first look to any retainage or other funds from which to pay said liquidated damages; if retainage or other liquid funds are not available to pay said liquidated damages amounts, the Surety on the

Contractor's Performance Bond and Payment Bond shall pay such liquidated damages. In addition, the City may withhold all, or any part of, such liquidated damages from any payment otherwise due the Contractor.

Liquidated damages as provided do not include any sums to reimburse the City for extra costs which the City may become obligated to pay on other contracts which were delayed or extended because of the Contractor's failure to complete the Work within the Contract Time. Should the City incur additional costs because of delays or extensions to other contracts resulting from the Contractor's failure of timely performance, the Contractor agrees to pay these costs that the City incurs because of the Contractor's delay, and these payments are separate from and in addition to any liquidated damages.

The Contractor agrees that the City may use its own forces or hire other parties to obtain Substantial or Final Completion of the work if the time of completion has elapsed and the Contractor is not diligently pursuing completion. In addition to the Liquidated Damages provided for, the Contractor agrees to reimburse the City for all expenses thus incurred.

- 2.11. Contingency/Force Account:** Contingency/Force Account work will be authorized by the Owner's Project Manager and is defined as minor expenses to cover miscellaneous or unforeseen expenses related to the project. The expenses are not included in the Drawings, Specifications, or Scope of Work and are necessary to accomplish the scope of this contract. Contingency/Force Account Authorization will be directed by the Owner through an approved form. Contingency/Force Account funds are the property of the Owner and any Contingency/Force Account funds, not required for project completion, shall remain the property of the Owner. Contractor is not entitled to any Contingency/Force Account funds, that are not authorized by Owner or Owner's Project Manager.
- 2.12. Protection of Persons & Property:** The Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. Contractor shall erect and maintain, as required by existing safeguards for safety and protection, and all reasonable precautions, including posting danger signs or other warnings against hazards promulgating safety regulations and notifying owners and users of adjacent utilities. When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct by the Contractor in the execution of the work, or in consequence of the non-execution thereof by the Contractor, they shall restore, at their own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as may be directed, or it shall make good such damage or injury in an acceptable manner.
- 2.13. Changes in the Work:** The Owner, without invalidating the contract, may order changes in the work within the general scope of the contract consisting of additions, deletions or other revisions. All such changes in the work shall be authorized by Change Order and shall be executed under the applicable conditions of the contract documents. A Change Order is a written order to the Contractor signed by the Owner issued after the execution of the contract, authorizing a change in the work or an adjustment in the contract sum or the contract time.

- 2.14. Minor Changes in the Work:** The Owner shall have authority to order minor changes in the work not involving an adjustment in the contract sum or an extension of the contract time and not inconsistent with the intent of the contract documents.
- 2.15. Uncovering & Correction of Work:** The Contractor shall promptly correct all work found by the Owner as defective or as failing to conform to the contract documents. The Contractor shall bear all costs of correcting such rejected work, including the cost of the Owner's additional services thereby made necessary. The Owner shall give such notice promptly after discovering of condition. All such defective or non-conforming work under the above paragraphs shall be removed from the site where necessary and the work shall be corrected to comply with the contract documents without cost to the Owner.
- 2.16. Acceptance Not Waiver:** The Owner's acceptance or approval of any work furnished hereunder shall not in any way relieve the proposer of their present responsibility to maintain the high quality, integrity and timeliness of his work. The Owner's approval or acceptance of, or payment for, any services shall not be construed as a future waiver of any rights under this Contract, or of any cause of action arising out of performance under this Contract.
- 2.17. Change Order/Amendment:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders/amendments to the contract shall be made in writing by the Owner Purchasing Division.
- 2.18. Assignment:** The Offeror shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without the prior written approval from the Owner.
- 2.19. Compliance with Laws:** Proposals must comply with all Federal, State, County and local laws governing or covering this type of service and the fulfillment of all ADA (Americans with Disabilities Act) requirements. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law.
- 2.20. Debarment/Suspension:** The Contractor hereby certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Governmental department or agency.
- 2.21. Confidentiality:** All information disclosed by the Owner to the Contractor for the purpose of the work to be done or information that comes to the attention of the Contractor during the course of performing such work is to be kept strictly confidential.
- 2.22. Conflict of Interest:** No public official and/or Owner employee shall have interest in any contract resulting from this RFP.
- 2.23. Contract:** This Request for Proposal, submitted documents, and any negotiations, when properly accepted by the Owner, shall constitute a contract equally binding between the Owner and Offeror. The contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements,

either written or oral, including the Proposal documents. The contract may be amended or modified with Change Orders, Field Orders, or Amendment.

- 2.24. Project Manager/Administrator:** The Project Manager, on behalf of the Owner, shall render decisions in a timely manner pertaining to the work proposed or performed by the Offeror. The Project Manager shall be responsible for approval and/or acceptance of any related performance of the Scope of Work.
- 2.25. Cancellation of Solicitation:** Any solicitation may be canceled by the Owner or any solicitation response by a vendor may be rejected in whole or in part when it is in the best interest of the Owner.
- 2.26. Contract Termination:** This contract shall remain in effect until any of the following occurs: (1) contract expires; (2) completion of services; (3) acceptance of services or, (4) for convenience terminated by either party with a written *Notice of Cancellation* stating therein the reasons for such cancellation and the effective date of cancellation at least thirty days past notification.
- 2.27. Employment Discrimination:** During the performance of any services per agreement with the Owner, the Offeror, by submitting a Proposal, agrees to the following conditions:
- 2.27.1.** The Offeror shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, citizenship status, marital status, veteran status, sexual orientation, national origin, or any legally protected status except when such condition is a legitimate occupational qualification reasonably necessary for the normal operations of the Offeror. The Offeror agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - 2.27.2.** The Offeror, in all solicitations or advertisements for employees placed by or on behalf of the Offeror, shall state that such Offeror is an Equal Opportunity Employer.
  - 2.27.3.** Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- 2.28. Immigration Reform and Control Act of 1986 and Immigration Compliance:** The Offeror certifies that it does not and will not during the performance of the contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986 and/or the immigration compliance requirements of State of Colorado C.R.S. § 8-17.5-101, *et.seq.* (House Bill 06-1343).
- 2.29. Ethics:** The Offeror shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official, or agent of the Owner.
- 2.30. Failure to Deliver:** In the event of failure of the Offeror to deliver services in accordance with the contract terms and conditions, the Owner, after due oral or written notice, may procure the services from other sources and hold the Offeror responsible for any costs



resulting in additional purchase and administrative services. This remedy shall be in addition to any other remedies that the Owner may have.

- 2.31. Failure to Enforce:** Failure by the Owner at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the Owner to enforce any provision at any time in accordance with its terms.
- 2.32. Force Majeure:** The Offeror shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the Offeror, unless otherwise specified in the contract.
- 2.33. Indemnification:** Offeror shall defend, indemnify and save harmless the Owner and all its officers, employees, insurers, and self-insurance pool, from and against all liability, suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Offeror, or of any Offeror's agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Offeror shall pay any judgment with cost which may be obtained against the Owner growing out of such injury or damages.
- 2.34. Independent Firm:** The Offeror shall be legally considered an Independent Firm and neither the Firm nor its employees shall, under any circumstances, be considered servants or agents of the Owner. The Owner shall be at no time legally responsible for any negligence or other wrongdoing by the Firm, its servants, or agents. The Owner shall not withhold from the contract payments to the Firm any federal or state unemployment taxes, federal or state income taxes, Social Security Tax or any other amounts for benefits to the Firm. Further, the Owner shall not provide to the Firm any insurance coverage or other benefits, including Workers' Compensation, normally provided by the Owner for its employees.
- 2.35. Ownership:** All plans, prints, designs, concepts, etc., shall become the property of the Owner.
- 2.36. Oral Statements:** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this document and/or resulting agreement. All modifications to this request and any agreement must be made in writing by the Owner.
- 2.37. Patents/Copyrights:** The Offeror agrees to protect the Owner from any claims involving infringements of patents and/or copyrights. In no event shall the Owner be liable to the Offeror for any/all suits arising on the grounds of patent(s)/copyright(s) infringement. Patent/copyright infringement shall null and void any agreement resulting from response to this RFP.
- 2.38. Remedies:** The Offeror and Owner agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

- 2.39. Venue:** Any agreement as a result of responding to this RFP shall be deemed to have been made in, and shall be construed and interpreted in accordance with, the laws of the City of Grand Junction, Mesa County, Colorado.
- 2.40. Expenses:** Expenses incurred in preparation, submission and presentation of this RFP are the responsibility of the company and can not be charged to the Owner.
- 2.41. Sovereign Immunity:** The Owner specifically reserves its right to sovereign immunity pursuant to Colorado State Law as a defense to any action arising in conjunction to this agreement.
- 2.42. Public Funds/Non-Appropriation of Funds:** Funds for payment have been provided through the Owner's budget approved by the City Council/Board of County Commissioners for the stated fiscal year only. State of Colorado statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the stated Owner's fiscal year shall be subject to budget approval. Any contract will be subject to and must contain a governmental non-appropriation of funds clause.
- 2.43. Collusion Clause:** Each Offeror by submitting a proposal certifies that it is not party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any and all proposals shall be rejected if there is evidence or reason for believing that collusion exists among the proposers. The Owner may or may not, at the discretion of the Owner Purchasing Representative, accept future proposals for the same service or commodities for participants in such collusion.
- 2.44. Contingency/Force Account:** Contingency/Force Account work will be authorized by the Owner's Project Manager and is defined as minor expenses to cover miscellaneous or unforeseen expenses related to the project. The expenses are not included in the Drawings, Specifications, or Scope of Work and are necessary to accomplish the scope of this contract. Contingency/Force Account Authorization will be directed by the Owner through an approved form. Contingency/Force Account funds are the property of the Owner and any Contingency/Force Account funds, not required for project completion, shall remain the property of the Owner. Contractor is not entitled to any Contingency/Force Account funds that are not authorized by Owner.
- 2.45. Gratuities:** The Contractor certifies and agrees that no gratuities or kickbacks were paid in connection with this contract, nor were any fees, commissions, gifts or other considerations made contingent upon the award of this contract. If the Contractor breaches or violates this warranty, the Owner may, at their discretion, terminate this contract without liability to the Owner.
- 2.46. OSHA Standards:** All Offerors agree and warrant that services performed in response to this invitation shall conform to the standards declared by the US Department of Labor under the Occupational Safety and Health Act of 1970 (OSHA). In the event the services do not conform to OSHA Standards, the Owner may require the services to be redone at no additional expense to the Owner.

- 2.47. Performance of the Contract:** The Owner reserves the right to enforce the performance of the contract in any manner prescribed by law or deemed to be in the best interest of the Owner in the event of breach or default of resulting contract award.
- 2.48. Benefit Claims:** The Owner shall not provide to the Contractor any insurance coverage or other benefits, including Worker's Compensation, normally provided by the Owner for its employees.
- 2.49. Default:** The Owner reserves the right to terminate the contract immediately in the event the Contractor fails to meet delivery or completion schedules, or otherwise perform in accordance with the accepted proposal. Breach of contract or default authorizes the Owner to purchase like services elsewhere and charge the full increase in cost to the defaulting Contractor.
- 2.50. Multiple Offers:** Proposers must determine for themselves which product or service to offer. If said proposer chooses to submit more than one offer, THE ALTERNATE OFFER must be clearly marked "Alternate Proposal". The Owner reserves the right to make award in the best interest of the Owner.
- 2.51. Cooperative Purchasing:** Purchases as a result of this solicitation are primarily for the Owner. Other governmental entities may be extended the opportunity to utilize the resultant contract award with the agreement of the successful provider and the participating agencies. All participating entities will be required to abide by the specifications, terms, conditions and pricings established in this Proposal. The quantities furnished in this proposal document are for only the Owner. It does not include quantities for any other jurisdiction. The Owner will be responsible only for the award for our jurisdiction. Other participating entities will place their own awards on their respective Purchase Orders through their purchasing office or use their purchasing card for purchase/payment as authorized or agreed upon between the provider and the individual entity. The Owner accepts no liability for payment of orders placed by other participating jurisdictions that choose to piggy-back on our solicitation. Orders placed by participating jurisdictions under the terms of this solicitation will indicate their specific delivery and invoicing instructions.
- 2.52. Definitions:**
- 2.52.1.** "Offeror" and/or "Proposer" refers to the person or persons legally authorized by the Consultant to make an offer and/or submit a response (fee) proposal in response to the Owner's RFP.
- 2.52.2.** The term "Work" includes all labor, materials, equipment, and/or services necessary to produce the requirements of the Contract Documents.
- 2.52.3.** "Contractor" is the person, organization, firm or consultant identified as such in the Agreement and is referred to throughout the Contract Documents. The term Contractor means the Contractor or his authorized representative. The Contractor shall carefully study and compare the General Contract Conditions of the Contract, Specification and Drawings, Scope of Work, Addenda and Modifications and shall at once report to the Owner any error, inconsistency or omission he may discover. Contractor shall not be liable to the Owner for any damage resulting from such errors, inconsistencies or omissions. The Contractor shall not commence work without clarifying Drawings, Specifications, or Interpretations.

**2.52.4.** "Sub-Contractor is a person or organization who has a direct contract with the Contractor to perform any of the work at the site. The term sub-contractor is referred to throughout the contract documents and means a sub-contractor or his authorized representative.

**2.53. Public Disclosure Record:** If the Proposer has knowledge of their employee(s) or sub-proposers having an immediate family relationship with an Owner employee or elected official, the proposer must provide the Purchasing Representative with the name(s) of these individuals. These individuals are required to file an acceptable "Public Disclosure Record", a statement of financial interest, before conducting business with the Owner.

**2.54. Keep Jobs in Colorado Act:** Contractor shall be responsible for ensuring compliance with Article 17 of Title 8, Colorado Revised Statutes requiring 80% Colorado labor to be employed on public works. Contractor shall, upon reasonable notice provided by the Owner, permit the Owner to inspect documentation of identification and residency required by C.R.S. §8-17-101(2)(a). If Contractor claims it is entitled to a waiver pursuant to C.R.S. §8-17-101(1), Contractor shall state that there is insufficient Colorado labor to perform the work such that compliance with Article 17 would create an undue burden that would substantially prevent a project from proceeding to completion, and shall include evidence demonstrating the insufficiency and undue burden in its response.

Unless expressly granted a waiver by the Owner pursuant to C.R.S. §8-17-101(1), Contractor shall be responsible for ensuring compliance with Article 17 of Title 8, Colorado Revised Statutes requiring 80% Colorado labor to be employed on public works. Contractor shall, upon reasonable notice provided by the Owner, permit the Owner to inspect documentation of identification and residency required by C.R.S. §8-17-101(2)(a).

**2.54.1.** "Public Works project" is defined as:

- (a) any construction, alteration, repair, demolition, or improvement of any land, building, structure, facility, road, highway, bridge, or other public improvement suitable for and intended for use in the promotion of the public health, welfare, or safety and any maintenance programs for the upkeep of such projects
- (b) for which appropriate or expenditure of moneys may be reasonably expected to be \$500,000.00 or more in the aggregate for any fiscal year
- (c) except any project that receives federal moneys.

### **SECTION 3.0: INSURANCE REQUIREMENTS**

**Insurance Requirements:** The selected Contractor agrees to procure and maintain, at its own cost, policy(s) of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Contractor pursuant to this Section. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Section by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types. Contractor shall procure and maintain and, if applicable, shall cause any Subcontractor of the Contractor to procure and maintain insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurers acceptable to the Owner. In the case of any claims-made policy, the necessary retroactive dates and extended reporting

periods shall be procured to maintain such continuous coverage. Minimum coverage limits shall be as indicated below unless specified otherwise:

(a) Worker Compensation: Contractor shall comply with all State of Colorado Regulations concerning Workers' Compensation insurance coverage.

(b) General Liability insurance with minimum limits of:

ONE MILLION DOLLARS (\$1,000,000) each occurrence and  
ONE MILLION DOLLARS (\$1,000,000) per job aggregate.

The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground hazards. The policy shall contain a severability of interests provision.

(c) Comprehensive Automobile Liability insurance with minimum limits for bodily injury and property damage of not less than:

ONE MILLION DOLLARS (\$1,000,000) each occurrence and  
ONE MILLION DOLLARS (\$1,000,000) aggregate

(d) Professional Liability & Errors and Omissions Insurance policy with a minimum of:

ONE MILLION DOLLARS (\$1,000,000) per claim

This policy shall provide coverage to protect the contractor against liability incurred as a result of the professional services performed as a result of responding to this Solicitation.

With respect to each of Contractors owned, hired, or non-owned vehicles assigned to be used in performance of the Work. The policy shall contain a severability of interests provision. The policies required by paragraph (b) above shall be endorsed to include the Owner, and the Owner's officers and employees as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the Owner, its officers, or its employees, or carried by or provided through any insurance pool of the Owner, shall be excess and not contributory insurance to that provided by Bidder. No additional insured endorsement to any required policy shall contain any exclusion for bodily injury or property damage arising from completed operations. The Bidder shall be solely responsible for any deductible losses under any policy required above.

#### **SECTION 4.0: SPECIFICATIONS/SCOPE OF SERVICES**

**4.1. General/Background:** The present Grand Mesa site is situated on the 10,000 foot high Grand Mesa Plateau and is roughly one half mile from the northern edge of the mesa, four tenths of a mile from the eastern edge of the Mesa and a little less the one quarter of a mile from the western edge situated on BLM property. The terrain south of the site is at roughly the same elevation for some distance. Because the site is set back from the edge of the mesa and the elevation is significantly above the surrounding terrain, signals are shadowed from this location especially to the north and east of the site. The Debeque Canyon,

Palisade and Powderhorn areas lack sufficient radio coverage for Public Safety agencies responding to emergencies in these areas. The location of this project will provide unique advantages to provide coverage in 3 areas with one tower instead of constructing 3 separate towers that present a prohibitive cost (estimated to be in excess of two million dollars) and an even greater negative environmental impact, from the construction of three towers and buildings instead of just one tower and building.

1. The proposed site will be utilized by the Grand Junction Regional Communication Center, (GJRCC), and the State of Colorado for better serving the community with communications within Mesa County. GJRCC serves all local Law, Fire and EMS agencies in Mesa County. GJRCC will be the holder of the lease and the State (Dept. of OIT) will be users. Other users that will benefit from this site include the CSP, State Parks, BLM, Garfield County (for additional emergency and overflow dispatch communication capabilities) Most importantly, emergency mutual aid capabilities will be exponentially enhanced for all first responders by the new locations increased population reach.
2. The site will consist of a self-supporting tower, a structure to house equipment, an internal auxiliary Diesel generator with an integral double wall 210-gallon fuel tank. The reason we use two-hundred-and-ten-gallon tank is due to the accessibility issues in the winter. Because of the critical nature of the site, if there is a prolonged power outage, there needs to be enough fuel to last through the outage. The proposed tower will be 150 feet in height. The structure will be 12' X 26'. The current County lease area is south west of the proposed location by approximately ¼ mile.

#### **4.2. Special Conditions/Provisions:**

**4.2.1 Pre-Bid Meeting:** A pre-bid meeting is recommended for all prospective offerors. The purpose of this meeting will be to inspect and to clarify the contents of this Request for Proposal (RFP). Meeting location shall be in the Gary Konzak Training Room, 2<sup>nd</sup> Floor, at the Grand Junction Police Department located at 555 Ute Avenue Grand Junction Colorado 81501 on March 16, 2018 at 11:00am. Contractors may either attend in person, or may call in to a conference-bridge line at 970-255-2299.

**4.2.2 Licenses and Permits:** Contractor is responsible for obtaining all necessary licenses and permits required for Construction, at Contractors expense. See Section 2.3

**4.2.3 Freight/Shipping:** All freight/shipping shall be F.O.B. Destination – Freight Pre-paid and allowed. Staging area provided at 333 West Ave, Grand Junction, CO 81501. Final location of approximately 39 5'26.072" N Lat 108 13"26.407" W Lon.

**4.2.4 Price:** Project pricing shall be all inclusive, to include, but not be limited to: labor, materials, equipment, travel, design, drawings, engineer work, supplies, shipping/freight, licenses, permits, fees, etc.

All prices shall be "F.O.B. Destination Freight Pre-Paid and Allowed". The Owner shall not pay nor be liable for any other additional costs including but not limited to: taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

**Contract shall be established as “Cost Plus a Fixed Fee”. Contractor shall submit their Fixed Fee utilizing the attached form in Section 7.0 Solicitation Response Form.**

**All fees will be considered by the Owner to be negotiable.**

**4.2.5 Warranty:** Contractor shall submit manufacturer warranty information for Owner’s approval, prior to product ordering. Additionally, Contractor shall provide a minimum 1 year Contractors warranty.

**4.2.6 Codes:** Contractor shall ensure that project meets all Federal, State, County, and City Codes.

**4.2.7 Excess Material:** Unless otherwise specified or directed by the City, all excess excavated material, including soil, gravel, asphalt pavement and miscellaneous concrete, shall become the property of the Contractor and shall be hauled to a location secured by the Contractor and approved by the City and BLM.

**4.2.8 Working Schedule:** Time is of the essence with this project. Working schedule shall be Monday – Sunday from 7:00am-7:00pm. Project start date shall be no earlier than July 15, 2018 (for invasive construction activities that disturb migrating birds, noninvasive construction activities can start before this date) with final completion no later than September 14, 2018.

**4.2.9 Contract:** A binding contract shall consist of: (1) the IFB and any amendments thereto, (2) the bidder’s response (bid) to the IFB, (3) clarification of the bid, if any, and (4) the City’s Purchasing Department’s acceptance of the bid by “Notice of Award” or by “Purchase Order”. All Exhibits and Attachments included in the IFB shall be incorporated into the contract by reference.

A. The contract expresses the complete agreement of the parties and, performance shall be governed solely by the specifications and requirements contained therein.

B. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the bidder and the City Purchasing Division or by a modified Purchase Order prior to the effective date of such modification. The bidder expressly and explicitly understands and agrees that no other method and/or no other document, including acts and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

**4.2.10 Sub-Contractor’s List:** See Section 2.53 “Award of Sub-Contractors & Other Contracts for Portions of the Work”.

**4.2.11 Temporary Power to Site:** Contractor shall be responsible for providing their own temporary power to the site.

**4.2.12 Utility Suppliers:** Contractor shall utilize the following utility suppliers for this project:

**4.2.13 Plans/Drawings:** Contractor shall provide 30% plans/drawings with their proposal response.

**4.3. Specifications/Scope of Services:**

The purpose of this RFP is to obtain proposals from qualified professional contractors to provide a new 150' self-supporting communication tower and tower foundation, tower to building ice bridge and building foundation. The contractor will also design, build and install a free-standing cover for the 12 X 26 building extending past wall pack air conditioners off the side of the building. This free-standing cover shall be made out of steel that meets 100LB snow load specification, at a minimum. This work will take place at the Grand Mesa Communications Site located at approximately 39 5'26.072" N Lat 108 13'26.407" W Lon. The installation shall meet or exceed the requirements and recommendations of the current Mesa County building codes.

The Contractor's Project Manager will serve as the single point interface with City of Grand Junction during construction/acceptance and will be present on-site for all critical activities and key construction milestones.

The scope of work for the communication site is as follows:

- The design, manufacturer, delivery and erection of a fully functional one-hundred fifty (150) foot self-supporting communication tower, as per the scope of this solicitation process;
- The design, manufacturer, delivery and construction of a fully functional tower foundation, as per the scope of this solicitation process;
- The design, manufacturer, delivery and construction of a fully functional cable bridge, as per the scope of this solicitation process;
- The design, manufacturer, delivery and construction of a fully functional grounding system, as per the scope of this solicitation process;
- The design, installation, delivery and construction of a fully functional building foundation and placement of provided building, as per the scope of this solicitation process;
- Installation of Perimeter Fence, as per the scope of this solicitation process.
- The Design, construction and installation of a snow load roof that protects the building and air conditioners from excessive snow loads and ice fall from the tower.

**Geotechnical Report:** The Contractor shall be responsible for providing geotechnical services to the project site, and providing a copy of the geotechnical report to the City.

NOTE: Bedrock is suspected at 4' – 4 ½' depth.

**Milestones After Contract Execution:**

- Receipt of System Submittal - 4 weeks
- Substantial Completion of Installation – 10 weeks

Final Commissioning/Start-up – 1 week from Completion (Mesa County Building Certificate of Occupancy & Final Acceptance by the City of Grand Junction)



## **Environmental Design Criteria**

- All new structures on the site shall be designed for the Mesa county building codes.

### **Specifications of Communication Site Design:**

- The condition of the site access road must be maintained for the duration of the project. Should damage be caused to the access road the Contractor is responsible for returning it to its original condition or better.
- The Contractor shall set up a concrete washout area and capture all wash water and debris. The Contractor shall ensure that no concrete is wasted on site unless approved by the City of Grand Junction in writing prior to concrete placement.
- The Contractor shall not create any permanent marking on any structure, the ground or natural object during the construction process.
- The Contractor shall notify the City of Grand Junction in writing a minimum of fifteen (15) days prior to storing any materials on the site and shall include a summary list of materials to be stored in the notification.
- The Contractor 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.
- The Contractor shall power wash all equipment brought to the site such that no residual soils or debris are present on the equipment prior to taking the equipment onto the site.
- The Contractor shall provide surveying and construction staking to prepare the design and site plan and to construct the required structures.
- The Contractor shall not remove or alter any trees or vegetation without prior written approval of City of Grand Junction.
- The Contractor must notify City of Grand Junction a minimum of fifteen (15) 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.
- The Contractor 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 Contractor. The Contractor is responsible for submitting an Erosion Control Plan a minimum of fifteen (15) days prior to mobilization. The Plan shall describe the location, quantity and type of erosion control devices deemed necessary by the Engineer of record.
- Upon completion of the project and prior to final acceptance, the Contractor shall seed all denuded areas within the Contractor's limits of construction. The Contractor shall submit a seeding plan for review by the City of Grand Junction and the authorities having jurisdiction. All erosion control devices shall be removed by the Contractor upon stabilization of all denuded areas. Final payment will not be released until the requirements of this subsection have been satisfactorily completed. This requirement may be waived by the City of Grand Junction if deemed unnecessary by the City of Grand Junction upon written request from the Contractor.
- All excavation and backfill shall meet the following requirements:
  - The City of Grand Junction may reject unsuitable backfill material at its discretion;

- The City of Grand Junction reserves the right to make minor adjustments in line or grades, as required;
  - The Contractor shall not start excavation until the proposed work has been staked out and such staking is approved by the City of Grand Junction.
- The Contractor shall suspend all earthwork when satisfactory results cannot be obtained because of rain, freezing weather, or other unsatisfactory conditions.
- The final and all temporary grading shall be graded by the Contractor to provide proper surface drainage. The Contractor shall install all necessary temporary drains and drainage ditches to intercept or divert surface water.
- The Contractor shall locate all underground utilities prior to initiating excavation. Should the location of utilities known to exist not be locatable, the Contractor shall hand-dig holes to locate the exact position. The Contractor is responsible for repair and damage to any disrupted or damaged utility during construction.
- The Contractor shall only stockpile soils at locations, and heights approved by the City of Grand Junction. Under no circumstances shall stockpiles not exceed 15 feet in height.
- Backfill material shall be placed in layers and shall be meet adequate 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 City of Grand Junction 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.
- The Contractor shall not place frozen material in the backfill, or place backfill material upon frozen material. Contractor is responsible for covering or heating soils or excavation if necessary.
- The Contractor shall be responsible for the stability of backfills and replace any portion, which has become displaced due to the Contractor's operations.
- Contractor shall ensure that the final grade is such that water will move away from any new or existing footings.
- The Contractor shall furnish adequate pumping and piping equipment to handle water disposal and take all precautions to prevent water from entering excavations.
- The Contractor 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.
- The Contractor shall keep excavations free of water while being prepared for foundations and until backfill has been completed.
- The Contractor shall dispose of water, providing erosion protection from pump discharge and protecting adjacent properties at all times.
- Sediment control for all dewatering activities is required to protect vegetation and habitat downstream from the site. Methods must be pre-approved by the City of Grand Junction and the authorities having jurisdiction.

**Specifications of Communication Tower Design:**

- The Contractor shall design, supply and erect all necessary equipment for a fully functional one-hundred fifty (150) foot self-support communication tower compliant with all applicable Federal, State, and Local, laws, codes and standards.
- The Contractor shall supply all equipment necessary to transport and erect the tower according to all applicable laws, codes and standards.

- All structural tower components shall be of steel construction.
- All tower leg members shall be fabricated from round pipe or solid rounds. Tower leg members constructed from a lattice design will not be accepted.
- All self-supporting tower bracing shall be fabricated from angle ('L') shapes or solid rounds;
- 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. If requested by the City of Grand Junction, the Contractor shall demonstrate the functionality of weep holes with a method approved by the City of Grand Junction.
- All welding shall conform to the American Welding Society (AWS) Structural Welding Code – Steel, ANSI/AWS D1.1-2006.
- The tower and foundations shall meet or exceed all specifications of ANSI/TIA-222-G specifications including all addenda or latest revision. The design installation and loading shall utilize this standard to accounting for Wind speed, Ice loads and Seismic loading for a tower installation at proposed site (approximately 39 5'26.072" N Lat 108 13'26.407" W Lon.) The tower must conform to the tower manufacturer's foundation and erection criteria.
- The tower shall not twist more than 1/2 degree (0.5°) under service wind conditions.
- 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.
- The tower shall have a minimum face width of thirty-six (36) inches when measured from the center of a leg to the center of an adjacent leg.
- The tower shall be equipped with a climbing ladder, installed on the southern facing span, not to obstruct the any of the tower legs hindering the installation of equipment on the tower. The ladder will need to span from within one (1) foot of the ground to four (4) feet above the platform level (see platform requirements below). The ladder shall have a minimum clear width of 16 inches and shall be capable of supporting at least a two-hundred fifty (250) pound point load at any point with factors of safety defined by AISC.
- The tower shall be designed for and equipped with a safety-climbing system including one (1) removable mobile fall arrestors, one (1) OSHA approved tower climbing harness, 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 a corrosion resistant material and shall comply with the stated requirements.
- The tower is to be equipped with a face-mounted waveguide ladder spanning from ten (10) feet above ground level to within ten (10) feet of the top of the tower. Waveguide ladders shall be supplied with all necessary clamps for the waveguide cables.
- The tower shall be equipped with a platform at the top of the tower (150') that meets the requirements of OSHA and the following:

- Minimum floor area: 60 ft<sup>2</sup>; ○ Minimum floor live load: 100 psf;
  - The platform shall have a hand rail, 42" in height; and,
  - The floor shall be constructed from steel grate.
- 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.
- Contractor shall provide anchor bolts and templates as part of tower.
- The tower shall be properly protected during transport, storage and erections 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 Contractor at the discretion of the City of Grand Junction and at no additional cost to the City of Grand Junction.
- 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.
- 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 take into account erection forces to be used.
- All tower connections shall be designed such a that a field crew can properly tighten all bolted connections with an ordinary socket and socket wrench per AISC 13<sup>th</sup> Edition table 7-16.
- 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 design submitted from a manufacturer without this certification will be rejected.**
- The tower calculations and drawings shall be signed and sealed by a Registered Colorado Professional Engineer. A copy of drawings and materials list shall be submitted to the City of Grand Junction for approval prior to procuring materials and erection.
- The City of Grand Junction may elect to have its designated engineer conduct an independent static analysis of the submitted tower design. Should the static analysis of the Contractor's design require modifications to the tower, any costs associated with such modifications shall be the responsibility of the Contractor. Disagreements in the results of the City of Grand Junction engineer and Contractor's analyses shall be resolved by a mutually agreed upon qualified professional engineer acting as a third party. The City of Grand Junction and the Contractor shall share the cost of the third-party analysis equally.
- The Contractor 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 at all times.
- The tower shall be erected in accordance with the erection drawings approved by the City of Grand Junction. Under no circumstances should the drawings or tower construction be altered or modified without the specific permission of the Contractor's Engineer of Record and the City of Grand Junction.

- The Contractor shall obtain from the tower designer, a written plan of erection verifying that the installation procedure and equipment used on the tower will keep all structural tower members within their full allowable stresses as defined by AISC.
- 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.
- Fit-up problems and contemplated corrective actions shall be reported to the City of Grand Junction. Field corrections or modifications including the replacement of any tower components shall not be implemented without prior approval from the City of Grand Junction.
- The Contractor shall construct permanent provisions for tower climbers to clean mud and dirt off their feet at the tower base prior to climbing.
- The Contractor shall verify that the as-built foundations, anchors and anchor bolts are compatible with the tower structure prior to initiating assembly of the tower.
- The Contractor shall remove all tower erection and related debris upon completion of the tower and prior to final inspection.
- Three (3) sets of as-built drawings shall be delivered to the City of Grand Junction within fourteen (14) working days of completion of the tower. As-built drawings shall also be submitted in a legible electronic PDF format.
- The Contractor shall erect the tower such that the tower is plumb within 1/4 percent (0.25%) of the vertical distance between levels, the twist does not exceed 1/2 degree (0.5°) between any two (2) elevations and the twist over the structure height does not exceed five (5) degrees.
  - The tower, in its final erected position, shall be surveyed and certified to verify tower installation per tower manufactures design and specification. A written report shall document the amount of variation from true vertical and the amount of twist of the tower mast at the end of each section. If the tower exceeds the verticality and twist requirements, the City of Grand Junction shall be informed and the Owner's Engineer, if necessary, will determine an approved corrective procedure. Any costs associated with such corrective procedure shall be the responsibility of the Contractor.

**Estimated Tower Load Table:**

Estimated Tower Loading				
Item	Elevation	Loading Type	RX Freq	TX Freq
1	150	(1) 12 FT omni (UP) 800 RX	851-854	851-854
2	150	(1) 15 FT omni (UP) VHF Ch3/NLEEC		
3	150	(1)15 FT omni antenna VHF DOW		
4	150	(1) 15 FT omni (UP) VHF SO	155.49000	
5	120	(1) 12 FT omni (UP) 800 TX		
6	90	(1) 4' Yagi antenna SO VHF Control to Lee Point		
7	75	(1) 15' omni antenna VHF NOAA		
8	70	(1) 4FT Yagi antenna CSP3 VHF Control to Lee Point		
9	65	(1) 6FT Dish NOA-GJT	6 Ghz	
10	65	(1) 6 FT Dish COLB	6 Ghz	
11	50	(1) 6 FT Dish Diversity to State Sunlight site		
12	45	(1) 6 FT Dish SOB	6 Ghz	
13	45	(1) 8 FT Dish Sunlight	6 Ghz	
14	41	(1) 3FT Dish NOA	11Ghz	
15	20	(1) 3 FT dish Future dish Debeque canyon	6 Ghz	

**Specifications for Concrete Construction:**

- The Contractor shall design, supply and construct all necessary components for a fully functional tower foundation/anchor system, and portable building foundation, foundation for the 12 X 26 free standing, minimum 100lb snow load building cover and a 4-foot X 4-foot concrete front step in front of both doors of the building. Compliant with all applicable laws, codes and standards. The Contractor shall supply all equipment necessary to transport and construct the foundation(s)/anchor(s) according to all applicable laws, codes and standards.
- The Contractor shall design foundations for the maximum calculated loads determined during design.
- Foundations shall be designed and constructed per the Mesa County building codes and standards, and/or any other applicable standards or specifications.
- Unless approved by the City of Grand Junction or its representative, all foundations shall be poured from the lowest elevation of the foundation to the highest in that order. Spread footings shall have the mat poured prior to the pedestal and if multiple truckloads of concrete are required to pour the mat, each truck shall add an equal depth to the mat in consecutive lifts.
- 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.
- Foundations shall be placed within two (2) inches of the as 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 within 1/32 (0.03125) inch top to bottom of the angle shown in the design documents.

- All shoring required for foundation construction shall be designed by a Registered Professional Engineer.
- Cold joints in the foundations shall be cause for rejection if not approved prior to concrete placement by the Contractor's Engineer of Record.
- Foundation reinforcing shall be bonded to the ground ring per Section 4.9 of this specification.
- The tower foundation calculations and drawings are to be signed and sealed by a

Registered Colorado Professional Engineer. A copy of drawings and materials list shall be submitted to the City of Grand Junction for approval prior to procuring materials and construction.

### **Specifications for Cable Bridge Construction**

- The Contractor shall design, supply and erect all necessary equipment for a fully functional cable bridge and foundation that is compliant with all applicable laws, codes and standards. The Contractor shall supply all equipment necessary to transport and erect the bridge and foundation(s) according to all applicable laws, codes and standards.
- The cable bridge shall comply with the following criteria:
  - The cable bridge shall extend from the tower, past the building structure extend parallel to the southern south wall entering the building on the south facing wall, mid building.
  - The cable bridge shall be nominally (8) feet above grade in elevation;
  - The cable bridge shall be a minimum of twenty-four (24) inches wide;
  - The cable bridge shall have the appropriate grating or other protective covering to protect the waveguides from falling ice. The ice shield shall be designed to withstand a total uniform loading of one-hundred (100) pounds per square foot with factors of safety defined by AISC. The ice shield grating or other protective surface shall be designed for easy replacement in the field;
  - All structural bolts shall be galvanized ASTM A307 and shall be considered non-high-strength bolts;
  - All bolted connections shall be installed with a nut locking device. All bolts shall be installed nut-end-up.
  - All steel including nuts, washers and hardware shall be galvanized in conformance with ASTM A123 or A153 as appropriate; and
  - 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.
- Tubular leg members shall incorporate a baseplate. The tubular leg shall not be directly embedded in the concrete.
- All steel fabrication, assembly and erection shall be per the standards referenced in the solicitation documents.

- All equipment mounted on the cable bridge shall be handled and installed in accordance with manufacturer's recommendations to prevent damage to the equipment.
- 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 Contractor at the discretion of the City of Grand Junction and at no additional cost to the City of Grand Junction.
- The cable bridge shall not be loaded in any way until the cable bridge is a complete system and as designed.
  - The cable bridge and foundation calculations and drawings are to be signed and sealed by a Registered Colorado Professional Engineer. A copy of drawings and materials list shall be submitted to the City of Grand Junction for approval prior to procuring materials and construction.

## **Specifications for the Building foundation**

### **I. Building Placement**

All work associated with the installation of the building shall include but not be limited to the following:

- All electrical connection to power transformer.
- Removal of the building from the transport trailer and placement of the building on its foundation by use of a crane.
- Installation of Free standing snow/Ice shield over building and its associated free standing foundation pylons. Foundation cutout and installation of buried conduit for future site additions. It will consist of four, four-inch Conduits to be constructed of Schedule 40 PVC (minimum) and have 90° sweeps (NO RIGHT ANGLE CONDUIT) to go from the specified building floor cutout to half the distance from the tower to the building. The installed conduit will terminate neatly in a straight line at the building inside wall six inches above floor level and one and a half foot above finished grade in a compact 15 X 15-inch pedestal at the outdoor terminus. The conduits will have re-enterable rubber moisture caps installed at both ends and continuous individual pull ropes tied off at both ends.

### **Specifications for Grounding System:**

- The Contractor shall design, supply and install all necessary equipment for a fully functional grounding system compliant with Motorola R-56 standards, all applicable laws, codes and standards. The Contractor 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 referenced standards.
- All grounding system components shall be UL Listed.
- At a minimum the grounding system shall consist of a ground ring surrounding the site including the shelter, tower, perimeter fence, and any other electrical equipment on the site.
- The Contractor shall obtain adequate soil resistivity data prior to the design of the grounding system using the Four-Point Wenner Method. The Vendor shall notify City of Grand Junction seven (7) days prior to the test and the Vendor shall



provide the City of Grand Junction with the test results within three (3) days of the test date.

- The grounding system shall consist of two (2) or more ground rings, ground rods, grounding radials (as required) and/or enhanced chemical ground rods. (as required) as determined during grounding system design and testing.
- The grounding system shall be constructed as to achieve a maximum of ten (10) ohms resistance to ground as tested by an independent testing firm using the fall of potential method at the expense of the Contractor. Water shall not be applied to any portion of the grounding system unless approved in writing by the City of Grand Junction.
- The grounding installation shall meet the requirements of the referenced standards.
- All underground bonds and connections in the grounding system shall be made using exothermic welds.
- The ground ring and ground radials shall be constructed with 2/0 bare copper wire directly buried to the depth of the greater of thirty (30) inches or the soil frost depth plus 6". The excavation shall be backfilled and compacted to a minimum ninety percent (90%) standard proctor in a maximum of eight (8) inch lifts. Should refusal be met prior to reaching eighteen (18) inches of depth, the ground ring conductor shall be covered with a minimum of a six (6) inches of depth of grounding concrete. The ground ring and ground radials shall be installed a minimum of 5 feet from all structures and utilities unless where substantially difficult and an alternate installation is pre-approved in writing by the City of Grand Junction. The ground ring shall be constructed from a continuous segment of conductor such that it forms a complete ring and its ends shall be bonded. The grounding radials shall be constructed with the minimum possible quantity of splices and shall form a continuous segment of conductor. The grounding radials/rods, if determined by the Contractor to be necessary, shall be bonded to the ground ring.
- A minimum of three (3) and preferably five (5) ground radials shall be utilized if determined by the Contractor's designer to be necessary. Radials shall be approximately equally spaced and of varying lengths to avoid "ringing."
- The ground rods shall be constructed from 3/4 (0.75) inch diameter ten (10) feet long copper clad steel rods driven into the soil. Rods shall be spaced at twenty-five (25) feet maximum along the ground ring. Ground rods shall be installed vertically, and the top of the installed ground rod shall be a minimum of eighteen (18) inches below finished and adjacent grade. Ground rods shall be bonded to the ground ring. Should it be substantially difficult to install the ground rods due to rocky soils, enhanced chemical ground rods, ground plates or drilled ground points may be installed at a frequency determined by the Contractor's designer.
- All concrete used for the grounding system shall be twenty percent (20%) fly ash by weight to improve conductivity.
- All metallic equipment located within six (6) feet of the grounding system shall be bonded to the ground ring using 2/0 bare copper conductors. This shall include at a minimum, all tower 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, and HVAC units.

- The grounding system shall incorporate a copper lightning rod to be attached to the top of the tower. The lightning rod shall be at least 5/8" diameter and 5' long.
- The grounding system calculations and drawings are to be signed and sealed by a Registered Colorado Professional Engineer. A copy of drawings and materials list shall be submitted to the City of Grand Junction for approval prior to procuring materials and construction.

**Specifications for building foundation:**

The City of Grand Junction shall supply the building for the project. Contractor shall be responsible for concrete foundation specifications and installation and shall meet those set in Section: **Specifications for Concrete Construction**. Contractor shall also be responsible for loading, transport, off-loading, and installation of the building structure from 333 West Ave, Grand Junction, CO 81501

**Fencing Specifications:**

**SECTION 607 – FENCES**

Section 607 of the Standard Specifications is hereby revised for this project as follows:

Add the following: Extended and rebuilt fence and gate.

**Material Description:**

All replaced or extended fencing material shall be chain link, with 3 strand barb wire to match the existing fence structure onsite. The fencing shall have a minimum gauge thickness of 9 gauge and have a height of what is in use on the site presently. All line posts shall have a minimum nominal diameter of 1 7/8" and have a schedule 40 pipe thickness or matching previous post and fence structure. All terminal posts shall have a minimum nominal diameter of 3" and have a schedule 40 pipe thickness. The gate shall be commercial grade equipped with a locking mechanism. All posts shall be concreted in place with a minimum of 4000 PSI concrete.

A portion of the existing perimeter fence must be removed for to allow for construction and then rebuilt to the specifications given on drawing 1A. It includes the installation of the fence gate and all hardware to secure the site matching the pre-existing fence.

**Ground hardscape**

A gravel driveway will be built from where the new gate entrance at the south corner of the property extending 15 feet past northern side of structure.

The area 5 feet past the building perimeter will be covered with a weed barrier and covered with gravel, approximately 4" thick throughout the distance of the structure.

## **Project Submittal Requirements**

The Contractor shall submit to the City of Grand Junction all required documentation in electronic (PDF) format and on paper with three (3) copies. All computer generated drawings shall be furnished to the City of Grand Junction in an electronic format of the software in which the drawings were created. The City of Grand Junction reserves the right to utilize a maximum of five (5) business days for the review of each submittal. The Contractor shall submit the following documents for approval by the City of Grand Junction prior to beginning fabrication, installation or construction:

- Copies of all permits obtained by the Contractor. Contractor and the City of Grand Junction shall coordinate permit process as to avoid duplication.
- The Contractor is responsible for submitting a Construction Plan a minimum of fifteen (15) days prior to mobilizing. The Construction Plan shall include the construction schedule. The Plan shall include the following activities at a minimum: mobilization, earthwork, concrete placement, grounding system installation, tower erection, seeding and demobilization.
- Site plan, signed and sealed by a Registered Professional Engineer in the State of Colorado, detailing the final position of all proposed equipment in relation to existing equipment including, but not limited to the following:
  - Tower foundation, ladder location and safety climb locations;
  - Fence and gate locations (as appropriate);
  - Electrical distribution system component and line routing locations;
  - Shelter and foundation locations;
  - Erosion control plan and earthwork;
  - Cable bridge foundation and structure locations.
- The tower documentation shall include:
  - An electronic copy of the tower design model.
  - A drawing, signed and sealed by a Colorado Registered Professional Engineer detailing tower geometry and assumed equipment locations including fabrication details;
  - Tower calculations signed and sealed by a Colorado Registered Professional Engineer;
  - All environmental conditions utilized for the design;
  - All member sizes, materials and finishes;
  - All connection designs including the number and type of fasteners assumed and connection plate thicknesses and materials;
  - Member capacities/stress ratios for all sections and member types for worst case loading;
  - Tower deflection and twist data under maximum load and under service loads;
  - Tower reactions for worst case loading broken down into concurrent shear and vertical loading for the maximum shear and vertical loading conditions;
  - Material take-offs and total tower weight;
  - Erection plan, signed and sealed by a Colorado Registered Professional Engineer;

- Removal Plan;
- Waveguide ladder, ladder, safety climb;
- Mill certificates for all structural elements and fasteners.
- The foundation design documentation shall include:
  - Drawings signed and sealed by a Colorado Registered Professional Engineer showing foundation geometry and reinforcing;
  - Foundation calculations signed and sealed by a Colorado Registered Professional Engineer.
  - Assumed loading for the foundations utilized for the design;
  - Assumed concrete and reinforcing strengths;
  - Details of mix design including design strength, any admixtures, slump range, air entrainment range and maximum water content; and
  - Foundation placement procedure.
- The Ice shield / snow load cover shall include a roof cover that is over the building that protects the roof from ice fall from the tower and also provides a minimum 100 LB snow load protection it is to be made entirely of steel and shall stand on its own covering the building and air conditioners, sloping to the buildings rear (Side without entry doors) at a 30° to 50° slope so as to shed all snow and rain water to the back of the building, It will include rain gutter to channel rainwater to drain without excessive erosion of soil.
- The cable bridge documentation shall include:
  - A construction drawing, signed and sealed by a Colorado Registered Professional Engineer, of the cable bridge shall be submitted to the City of Grand Junction prior to fabrication and installation. The drawing shall include foundation details, all component materials and member sizes and finishes.
- The grounding system documentation shall include:
  - Test results from soil resistivity testing;
  - Grounding system design drawings, signed and sealed by a Colorado Registered Professional Engineer;
  - The manufacturer's product literature and installation recommendations for all proposed bonding and connections shall be submitted to the City of Grand Junction for approval prior to installation; and
  - Field testing of grounding system by third party report at the expense of the Contractor. The Contractor shall not backfill excavations for the grounding system until the City of Grand Junction approves the results of the grounding system testing.
- Qualifications of the independent inspection individuals and firm per the following requirements:
- Resume and/or qualifications of on-site independent inspector(s), Inspection firm(s) and testing firm(s) prior to the start of construction.

**4.4. Modified Drawing Requirements Adding Cable Bridge and Building Cover:** The cable bridge and Building Ice Shield Snow load cover documentation shall include:

- A construction drawing, signed and sealed by a Colorado Registered Professional Engineer, of the cable bridge and building cover shall be submitted to the City of Grand Junction prior to fabrication and installation. The drawing shall include foundation details, all component materials and member sizes and finishes.

**4.5. RFP Tentative Time Schedule:**

- |  |                                     |
|--|-------------------------------------|
| • Request for Proposal Available                 | March 9, 2018                       |
| • Pre-Bid Meeting                                | March 16, 2018                      |
| • Inquiry deadline, no questions after this date | March 22, 2018                      |
| • Addendum Posted                                | March 26, 2018                      |
| • Submittal deadline for proposals               | March 30, 2018                      |
| • Owner evaluation of proposals                  | April 2-6, 2018                     |
| • Interviews (if required)                       | April 12, 2018                      |
| • Final selection                                | April 16, 2018                      |
| • City Council Approval (if required)            | May 2, 2018                         |
| • Contract execution                             | May 3, 2018                         |
| • Geotechnical Work                              | Immediately upon contract execution |
| • Work begins on site                            | July 15, 2018                       |
| • Proposed completion Date                       | September 14, 2018                  |

**4.6. Questions Regarding Scope of Services:**

Duane Hoff Jr., Senior Buyer  
[duaneh@gjcity.org](mailto:duaneh@gjcity.org)

## SECTION 5.0: PREPARATION AND SUBMITTAL OF PROPOSALS

**Submission:** Each proposal shall be submitted in electronic format only, and only through the Rocky Mountain E-Purchasing website (<https://www.rockymountainbidsystem.com/default.asp>). This site offers both “free” and “paying” registration options that allow for full access of the Owner’s documents and for electronic submission of proposals. (Note: “free” registration may take up to 24 hours to process. Please Plan accordingly.) Please view our “**Electronic Vendor Registration Guide**” at <http://www.gjcity.org/business-and-economic-development/bids/> for details. (Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor **MUST** contact RMEPS to resolve issue prior to the response deadline; **800-835-4603**). For proper comparison and evaluation, the City requests that proposals be formatted as directed. Offerors are required to indicate their interest in this Project, show their specific experience and address their capability to perform the Scope of Services in the Time Schedule as set forth herein. For proper comparison and evaluation, the Owner requires that proposals be formatted **A to G**.

- A. Cover Letter:** Cover letter shall be provided which explains the Firm’s interest in the project. The letter shall contain the name/address/phone number/email of the person who will serve as the firm's principal contact person with Owner’s Contract Administrator and shall identify individual(s) who will be authorized to make presentations on behalf of the firm. The statement shall bear the signature of the person having proper authority to make formal commitments on behalf of the firm. By submitting a response to this solicitation the Contractor agrees to all requirements herein.
- B. Qualifications/Experience/Credentials:** Proposers shall provide their qualifications for consideration as a contract provider to the City of Grand Junction and include prior experience in similar projects.
- C. Strategy and Implementation Plan:** Describe your (the firm’s) interpretation of the Owner’s objectives with regard to this RFP. Describe the proposed strategy and/or plan for achieving the objectives of this RFP. The Firm may utilize a written narrative or any other printed technique to demonstrate their ability to satisfy the Scope of Services. The narrative should describe a logical progression of tasks and efforts starting with the initial steps or tasks to be accomplished and continuing until all proposed tasks are fully described and the RFP objectives are accomplished. Include a **time schedule** for completion of your firm’s implementation plan and an estimate of time commitments from Owner staff.
- D. Plans/Drawings:** Contractor shall provide 30% plans/drawings with their proposal response.
- E. References:** A minimum of three (3) **references** with name, address, telephone number, and email address that can attest to your experience in projects of similar scope and size.
- F. Fee Proposal:** Contract shall be established as “Cost Plus a Fixed Fee. Contractor shall submit their Fixed Fee utilizing the attached form in Section 7.0 Solicitation Response Form.

- G. Additional Data (optional):** Provide any additional information that will aid in evaluation of your qualifications with respect to this project.

## SECTION 6.0: EVALUATION CRITERIA AND FACTORS

- 6.1 Evaluation:** An evaluation team shall review all responses and select the proposal or proposals that best demonstrate the capability in all aspects to perform the scope of services and possess the integrity and reliability that will ensure good faith performance.
- 6.2 Intent:** Only respondents who meet the qualification criteria will be considered. Therefore, it is imperative that the submitted proposal clearly indicate the firm's ability to provide the services described herein.

Submittal evaluations will be done in accordance with the criteria and procedure defined herein. The Owner reserves the right to reject any and all portions of proposals and take into consideration past performance. The following parameters will be used to evaluate the submittals (in no particular order of priority):

- Responsiveness of submittal to the RFP
- Understanding of the project and the objectives
- Experience/Required Skills
- Necessary resources
- Strategy & Implementation Plan
- References
- Fees

Owner also reserves the right to take into consideration past performance of previous awards/contracts with the Owner of any vendor, contractor, supplier, or service provider in determining final award(s).

The Owner will undertake negotiations with the top rated firm and will not negotiate with lower rated firms unless negotiations with higher rated firms have been unsuccessful and terminated.

- 6.3 Oral Interviews:** The Owner may invite the most qualified rated proposers to participate in oral interviews.
- 6.4 Award:** Firms shall be ranked or disqualified based on the criteria listed in Section 6.2. The Owner reserves the right to consider all of the information submitted and/or oral presentations, if required, in selecting the project Contractor.

**SECTION 7.0: SOLICITATION RESPONSE FORM**  
**RFP-4484-18-DH**

**“Design/Build Communication Tower, Shelter Foundation Construction, and Snow Load Building Cover at Grand Mesa”**

*Offeror must submit entire Form completed, dated and signed.*

**1) Total “Fixed Fee”, per scope/specifications:**

**TOTAL “FIXED FEE” \$ \_\_\_\_\_**

**WRITTEN: \_\_\_\_\_ dollars.**

-----  
*The Owner reserves the right to accept any portion of the work to be performed at its discretion*  
-----

The undersigned has thoroughly examined the entire Request for Proposals and therefore submits the proposal and schedule of fees and services attached hereto.

This offer is firm and irrevocable for sixty (60) days after the time and date set for receipt of proposals.

The undersigned Offeror agrees to provide services and products in accordance with the terms and conditions contained in this Request for Proposal and as described in the Offeror’s proposal attached hereto; as accepted by the Owner.

Prices in the proposal have not knowingly been disclosed with another provider and will not be prior to award.

- Prices in this proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
- No attempt has been made nor will be to induce any other person or firm to submit a proposal for the purpose of restricting competition.
- The individual signing this proposal certifies they are a legal agent of the offeror, authorized to represent the offeror and is legally responsible for the offer with regard to supporting documentation and prices provided.
- Direct purchases by the City of Grand Junction are tax exempt from Colorado Sales or Use Tax. Tax exempt No. 98-903544. The undersigned certifies that no Federal, State, County or Municipal tax will be added to the above quoted prices.
- City of Grand Junction payment terms shall be Net 30 days.
- Prompt payment discount of \_\_\_\_\_ percent of the net dollar will be offered to the Owner if the invoice is paid within \_\_\_\_\_ days after the receipt of the invoice.

RECEIPT OF ADDENDA: the undersigned Contractor acknowledges receipt of Addenda to the Solicitation, Specifications, and other Contract Documents.

State number of Addenda received: \_\_\_\_\_.

It is the responsibility of the Proposer to ensure all Addenda have been received and acknowledged.

\_\_\_\_\_  
Company Name – (Typed or Printed)

\_\_\_\_\_  
Authorized Agent – (Typed or Printed)

\_\_\_\_\_  
Authorized Agent Signature

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Address of Offeror

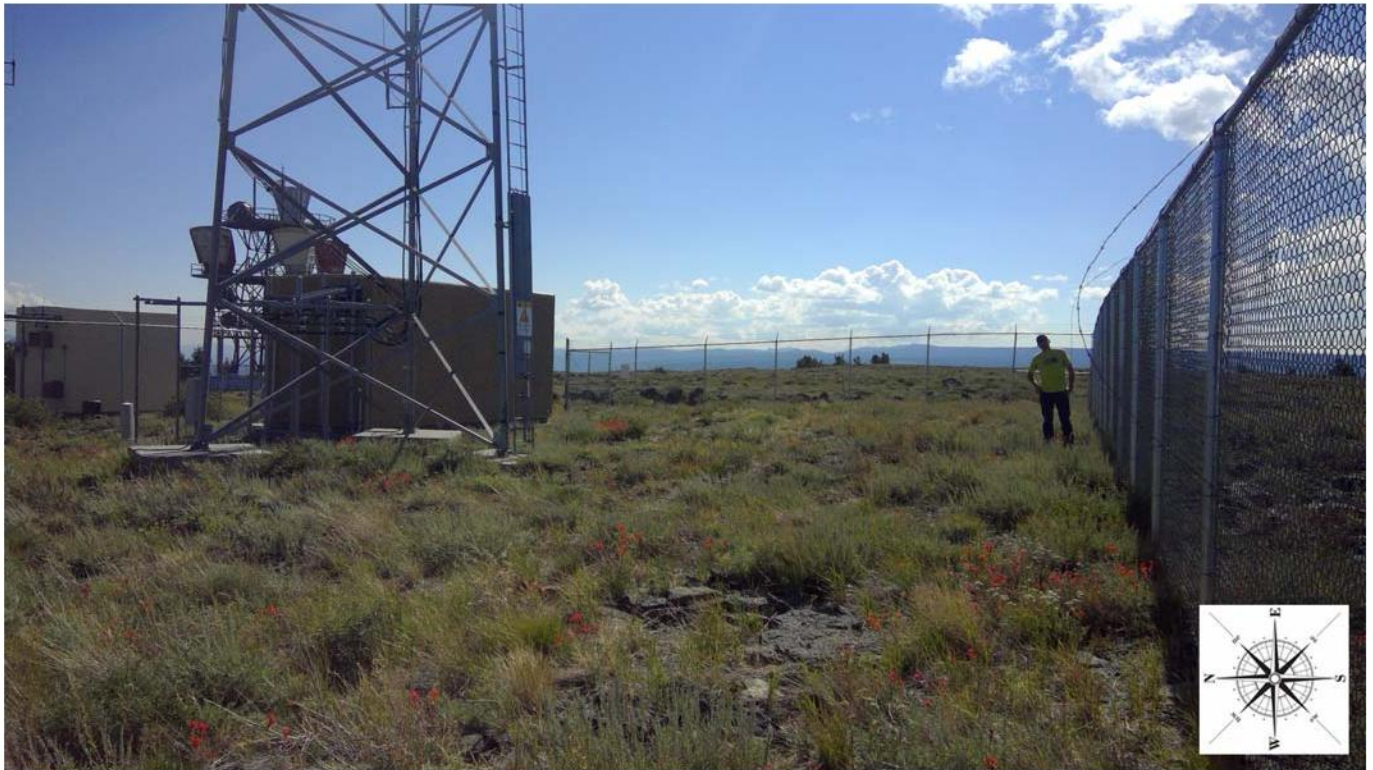
\_\_\_\_\_  
E-mail Address of Agent

\_\_\_\_\_  
City, State, and Zip Code

\_\_\_\_\_  
Date



# Site Pictures















12 X26 Building that will be installed on site.



Similar finished site



Similar tower



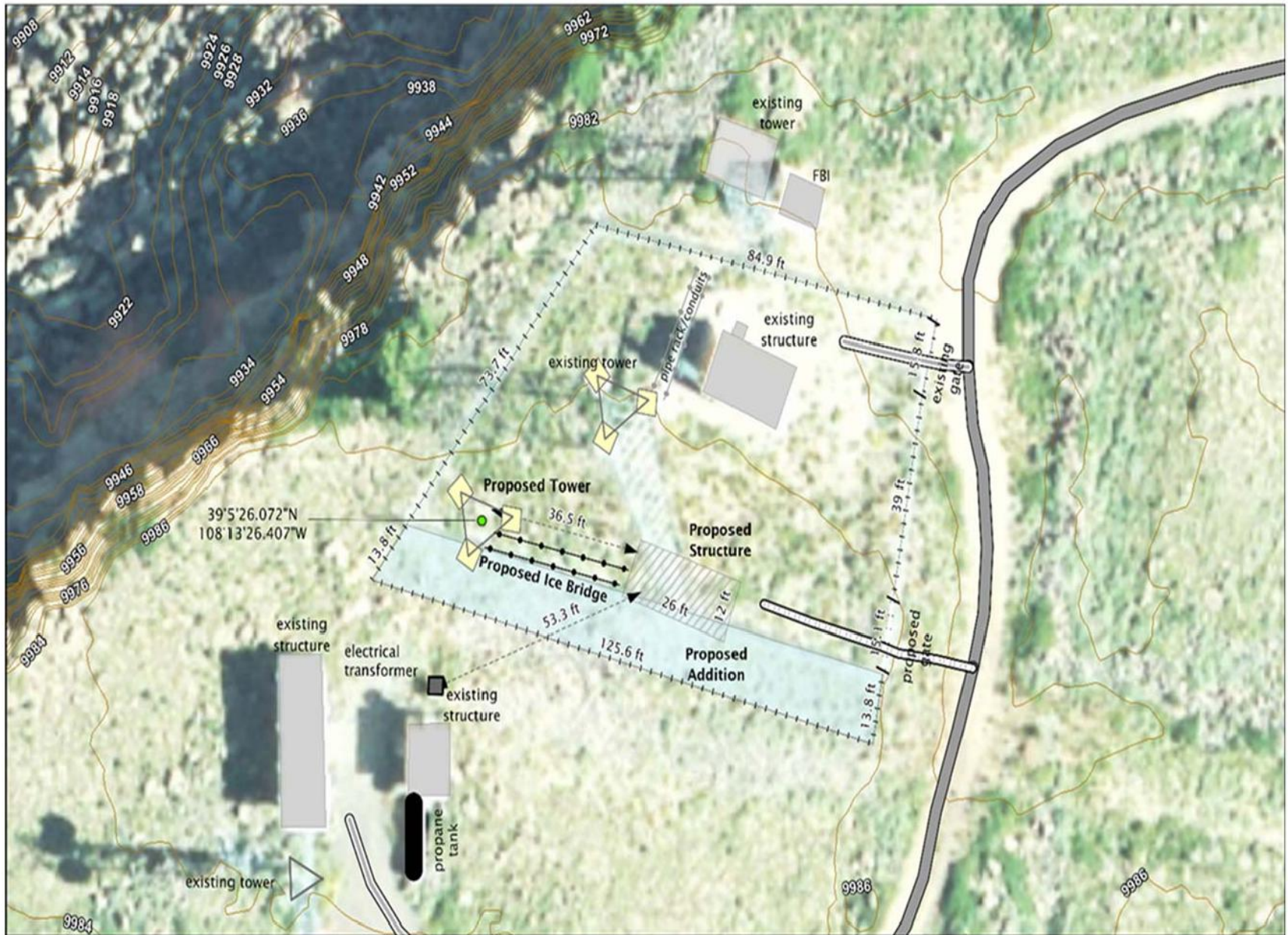






# Grand Mesa Site

## Proposed Layout



1 inch = 19 feet

Wednesday, February 14, 2018

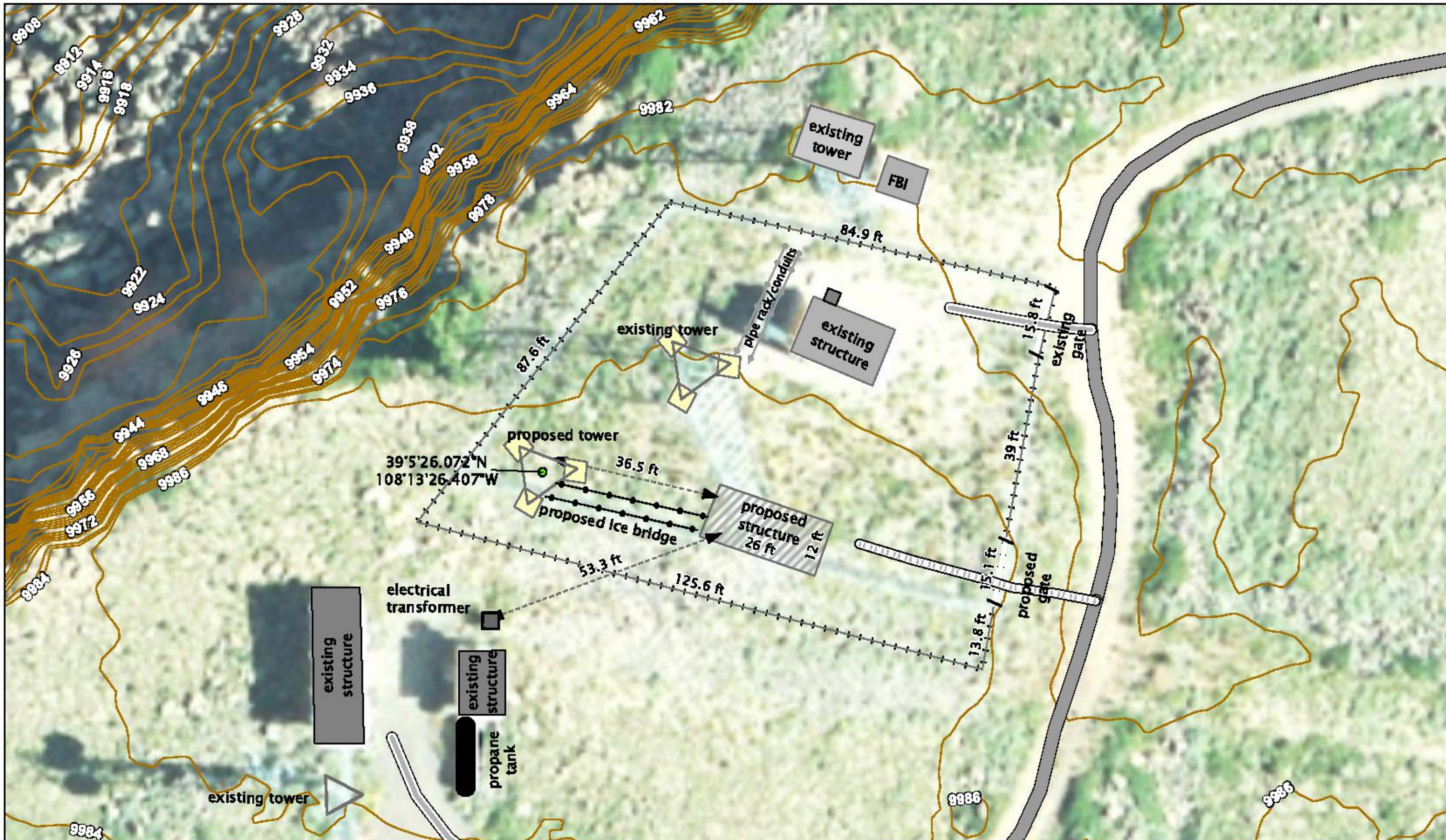








# Grand Mesa Site





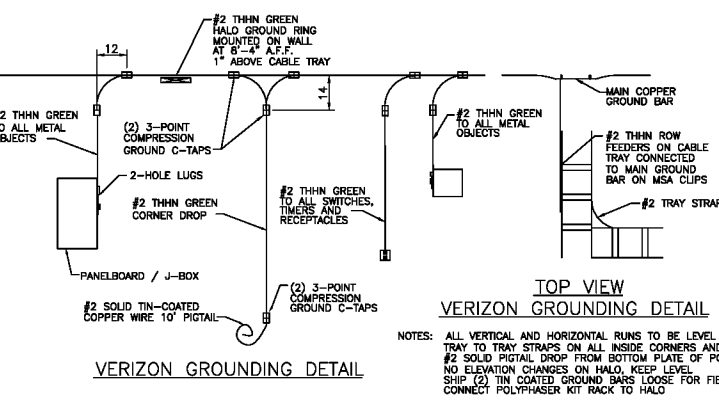
MATERIAL LIST			
ITEM#	QUANTITY	VENDOR/PART#	DESCRIPTION
1	1	JRJ	3'6" x 7'0" STEEL FIRE RATED STEEL DOOR, HINGE LEFT WITH THREE POINT LATCH, BEST CORE, DOOR CLOSURE AND PADLOCK EYES W/ DOOR SCOPE, PAINTED WETPATH
2	1	JRJ	3'6" x 7'0" STEEL FIRE RATED STEEL DOOR, HINGE RIGHT WITH THREE POINT LATCH, BEST CORE, DOOR CLOSURE AND PADLOCK EYES W/ DOOR SCOPE, PAINTED WETPATH
3	1	JUC56	4kw 240V WALL MOUNTED HEATER
4	3	LEVITON	120V LIGHT SWITCH
5	11	COOPER	4' 2-BULB FLUORESCENT LIGHTS
6	1		8x10 PICTURE FRAME
7	1	MAJOR	100W EXTERIOR LIGHT WITH PHOTOCELL
8	9	LEVITON	120 VOLT DUPLEX RECEPTACLES
9	1	LEVITON	EXTERIOR GFI PROTECTED RECEPTACLE
10	-		
11	1	LEVITON	6x12 J-BOX FOR RECTIFIER DROPS WITH 16 #10 THHN AND 8 #12 GREEN
12	2	LEVITON	6x12 J-BOX FOR A/C RELAYS
13	2	DB1269	DOOR ALARMS
14	2	#2E208	THERMOSTAT FOR HI TEMP ON TELCO
15	1	MC3000A	HVAC LEAD LAG CONTROLLER OR EQUAL
16	2	BARB	5 TON AIR CONDITIONERS WITH 5 kw HEAT STRIPS WITH NON-ECONOMIZERS
17	2	WA602A05XP5XXJ	NON-ECONOMIZERS
18	1	DUPONT	BLOCKED IN WALL BUT NOT CUT OUT OPTIONAL PORT LOCATIONS
19	1	DUPONT	TERMINAL BLOCK
20	1	GENERAC #004877 OR EQUAL	200 AMP, AUTOMATIC TRANSFER SWITCH, SERVICE DISCONNECT, AC FAIL ALARM, AND OUTSIDE SURGE PROTECTION WITH SAD PRIMARY AND MOV BACKUP
21	1	ELDON, STAK-A-FILE	WALL POCKET FOLDER
22	1	SIEMENS 66	TERMINAL BLOCK
23	1	GENERAC OR EQUAL	60KW DIESEL, CUSTOMER SUPPLIED, DUPONT INSTALLED WITH BASKETANK
24	1	AIRLINE # LA44545F OR EQUAL	36" MOTORIZED INTAKE LOUVER WITH FLANGE AND BUG SCREEN WITHOUT ALUMINUM HOOD
25	1	AIRLINE # BDD OR EQUAL	36" EXHAUST LOUVER WITHOUT ALUMINUM HOOD AND BUG SCREEN
26	1	DUPONT	MUFFLER PLATE
27	1	#4C440	BLOWER WITH 2-3/8" OPENING AND PLATE, PVC THRU WALL WITH A 10-1/2" 90° ALUM. HOOD
28	1	#2E357A	TIMER
29	1	#320ACX OR EQUAL	120VAC SMOKE DETECTORS
30	2	CLEAN GUARD	14 LB. FIRE EXTINGUISHER
31	1	DUPONT	4'0" x 8'0" TELCO BOARD, FIRE RESISTANT
32	1	DUPONT	4" TELCO ENTRANCE PVC THRU FLOOR
33	1	CHATSWORTH	12" CABLE TRAY MOUNTED AT 8'3" ABOVE FINISHED FLOOR
34	1	MICROFLECT #B1118	(12) 4" CABLE FLOOR PORT ENTRANCE PLATE
35	1	DUPONT	4" 1/8" TIN COATED GALV. TIN COATED SHIPPED LOOSE
36	8	DUPONT	VERIZON SINGLE POINT GROUNDING
37	1	DUPONT	3/4" PVC PIPE THROUGH WALL AT 45°
38	1	DUPONT	FILTER FRAME
39	2	DUPONT	#2 SOLID DROP COILED
40	2	DB1231	EMERGENCY LIGHT
41	1	12x12 J-BOX	
42	1	SO.D. D224NRB	200A EXTERIOR DISCONNECT
43	3	#DB459	POLYPHASE KITS MOUNTED FROM CEILING
44	1	Q0140M200	200 AMP MAIN W/40 CIRCUITS
45	1	OMRON/2XC05,2XC08	LOSS POWER RELAY WITH INLINE FUSE HOLDERS AND 20AMP FUSES

SCHEDULE - PANEL			
DESCRIPTION	#	LOAD	DESCRIPTION
LIGHTS	1	1000	BLOWER
RECEPTACLES	3	1800	24V RECTIFIER #1
HVAC #1	5	1500	24V RECTIFIER #2
HVAC #2	7	1200	24V RECTIFIER #3
RECEPTACLES	11	900	24V RECTIFIER #4
EXT. RECEPTACLE	1	180	24V RECTIFIER #5
GEN. ROOM HEATER	1	1800	24V RECTIFIER #6
GEN. ROOM LIGHTS	23	2300	BATTERY CHARGER
BATTERY CHARGER	23	2300	DAMPER MOTOR
24V RECTIFIER #7	23	2300	GENERATOR RECEPT.
24V RECTIFIER #8	23	2300	
	31	3100	
	33	3300	
	35	3500	
	37	3700	
	39	3900	
	41	4100	
PHASE LOAD		22480	20860
TOTAL LOAD		43440W / 240V = 181.00 AMPS	

\* INDICATES CONTINUOUS LOADS TAKEN AT 125%

**ELECTRICAL NOTES:**

- ALL INTERIOR ELECTRICAL WORK IS SURFACE MOUNTED IN EMT CONDUIT
- ALL 20 AMP. CIRCUITS HAVE #12 THHN WIRING
- ALL 25 AMP. CIRCUITS HAVE #10 THHN WIRING
- ALL 60 AMP. CIRCUITS HAVE #6 THHN WIRING
- COOLING LOAD IS 28.5 AMP. HEATER IS GREATER
- EXTERIOR GROUNDING SYSTEM METER AND SERVICE BY THE ELECTRICAL CONTRACTOR
- PROVIDE BONDING CONNECTIONS BETWEEN ALL EXTERIOR METALLIC OBJECTS TO EXTERIOR GROUND RING
- ALL GROUNDING WILL BE DONE TO NEW GROUNDING SPECIFICATIONS AS SHOWN ON VERIZON CELL SITE STANDARD GROUNDING PLAN

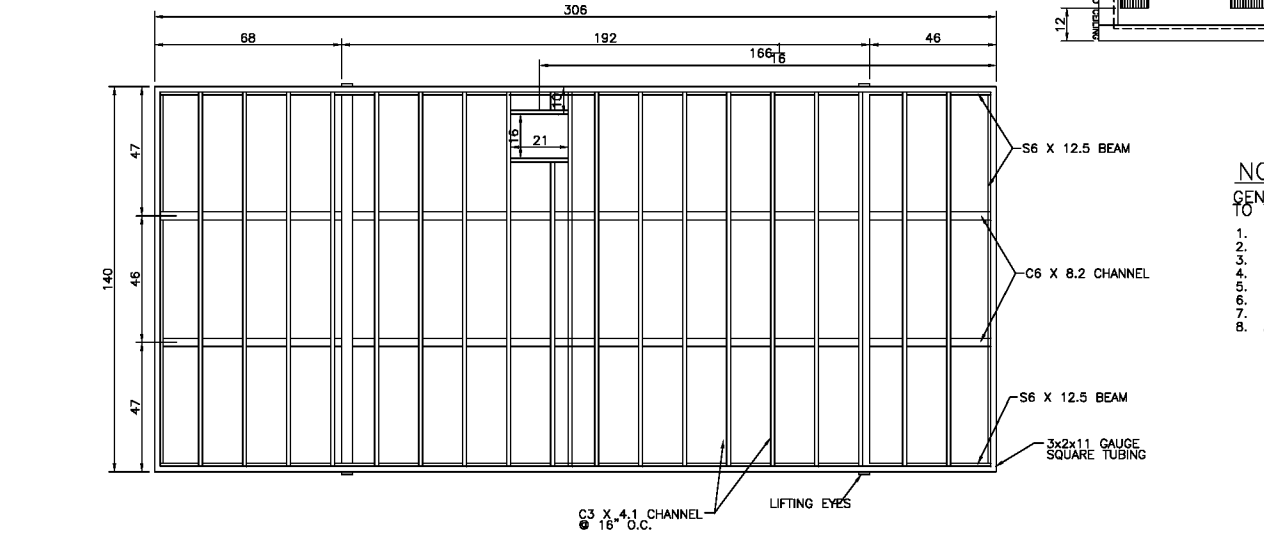
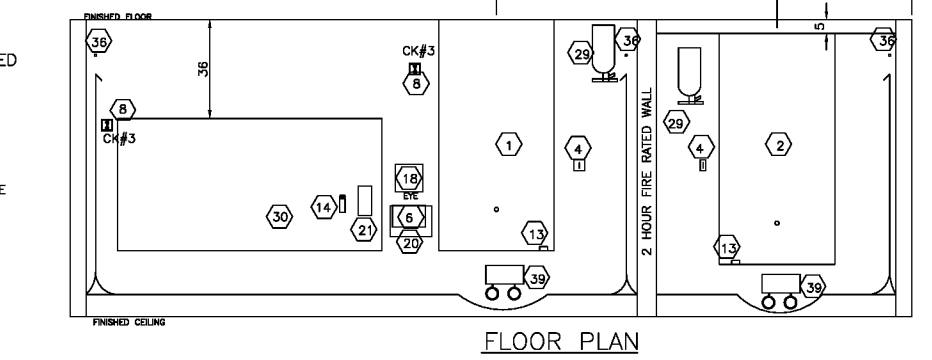
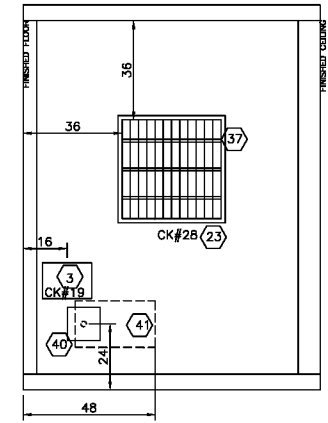
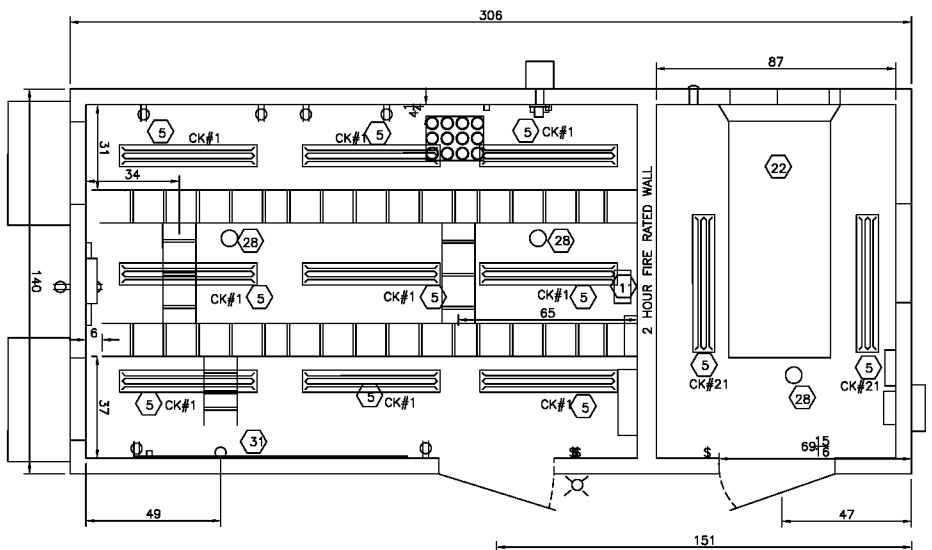
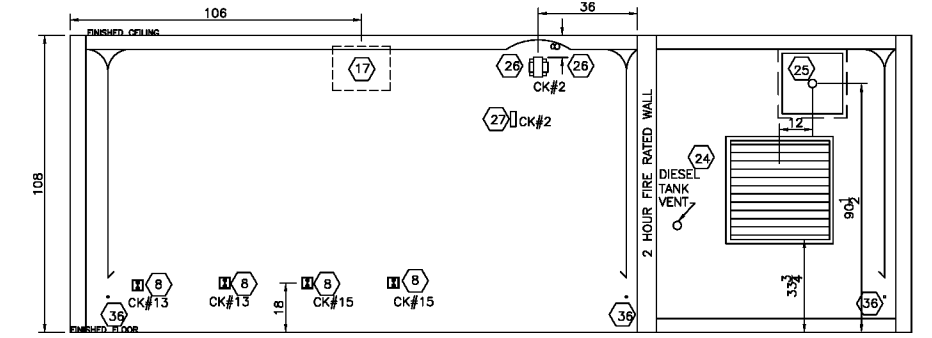
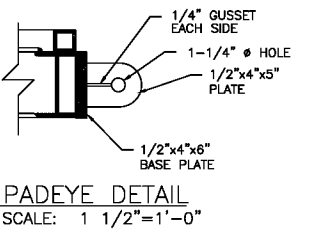
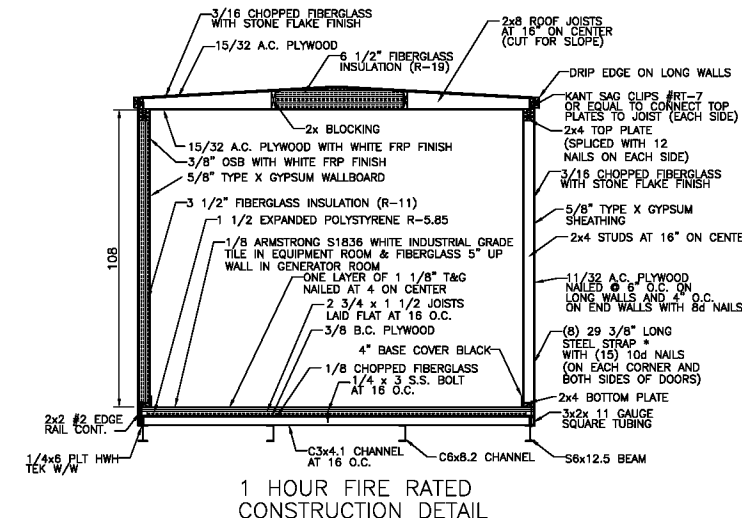
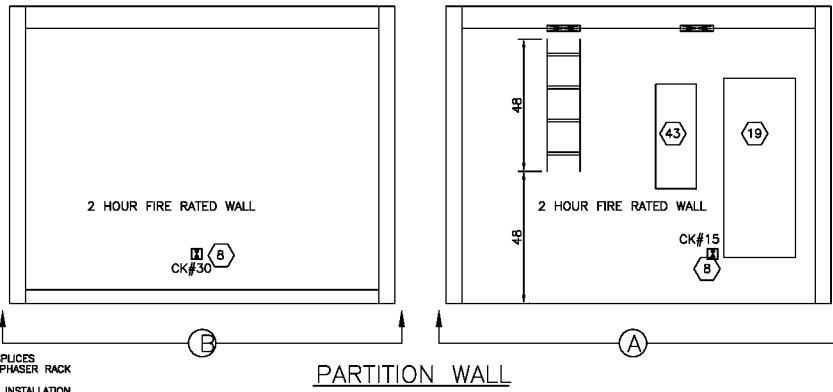


**GENERAL NOTES:**

- ALL CABLE TRAY WILL HAVE AUXILIARY CABLE BRACKETS AT 24" ON CENTER
- ALL CABLE TRAY WILL BE 8"-3" ABOVE FINISHED FLOOR
- MICROFLECT ENTRANCE MAY BE RELOCATED UPON CUSTOMER'S REQUEST
- DUPONT WILL SHIP TWO 4" x 16" GROUND BARS LOOSE IN BUILDING

**SMOKE NOTES:**

- SMOKE DETECTOR IS 120 VOLT
- SMOKE DETECTOR WILL HAVE NORMALLY OPEN AND NORMALLY CLOSED ALARMS AT TELCO BLOCK



**NOTES:**  
GENERATOR ALARMS WIRED TO TELCO BOARD

- OIL PRESSURE
- COOLANT TEMPERATURE
- OVER CRANK
- OVER SPEED
- SENSOR LIGHT
- GENERATOR RUN
- LOW FUEL
- AUTO SWITCH IN AUTO MODE

REV	DATE

DUPONT BUILDING, INC.  
P.O. BOX 1855  
GRAND LAKE, LA 70606  
100 RITA DRIVE  
SWEET LAKE, LA 70690  
TEL: (504) 737-0528  
FAX: (504) 737-0528  
E-MAIL: dupont@dupont.net

CUSTOMER: VERIZON WIRELESS  
PHO CHARLESTON - AZ.

SIZE: 11'-8" X 25'6" X 9'  
SHEET TITLE: FLOOR PLAN & DETAILS

JOB NO. 06244  
DRAWING NO. 06244A  
DRAWN C. JOHNSON  
RELEASE DATE 09/23/06  
APPROVED BY: / DATE

SHEET NO. 1 OF 1  
SCALE: 3/8"=1'-0"

**SECTION 7.0: SOLICITATION RESPONSE FORM  
RFP-4484-18-DH**

**"Design/Build Communication Tower, Shelter Foundation Construction, and Snow Load Building Cover at Grand Mesa"**

*Offeror must submit entire Form completed, dated and signed.*

1) Total **"Fixed Fee"**, per scope/specifications:

TOTAL **"FIXED FEE"** \$: 381000<sup>00</sup>

WRITTEN: three hundred eighty one thousand dollars - \_\_\_\_\_ dollars.

-----  
*The Owner reserves the right to accept any portion of the work to be performed at its discretion*  
-----

The undersigned has thoroughly examined the entire Request for Proposals and therefore submits the proposal and schedule of fees and services attached hereto.

This offer is firm and irrevocable for sixty (60) days after the time and date set for receipt of proposals.

The undersigned Offeror agrees to provide services and products in accordance with the terms and conditions contained in this Request for Proposal and as described in the Offeror's proposal attached hereto; as accepted by the Owner.

Prices in the proposal have not knowingly been disclosed with another provider and will not be prior to award.

- Prices in this proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
- No attempt has been made nor will be to induce any other person or firm to submit a proposal for the purpose of restricting competition.
- The individual signing this proposal certifies they are a legal agent of the offeror, authorized to represent the offeror and is legally responsible for the offer with regard to supporting documentation and prices provided.
- Direct purchases by the City of Grand Junction are tax exempt from Colorado Sales or Use Tax. Tax exempt No. 98-903544. The undersigned certifies that no Federal, State, County or Municipal tax will be added to the above quoted prices.
- City of Grand Junction payment terms shall be Net 30 days.
- Prompt payment discount of n/a percent of the net dollar will be offered to the Owner if the invoice is paid within n/a days after the receipt of the invoice.

RECEIPT OF ADDENDA: the undersigned Contractor acknowledges receipt of Addenda to the Solicitation, Specifications, and other Contract Documents.

State number of Addenda received: 2

It is the responsibility of the Proposer to ensure all Addenda have been received and acknowledged.

Advanced Tower Services, Inc  
Company Name – (Typed or Printed)

  
Authorized Agent Signature

2417 Baylor Dr SE  
Address of Offeror

Albuquerque, NM 87106  
City, State, and Zip Code

Cliff Barbieri  
Authorized Agent – (Typed or Printed)

505-244-3321 x 115  
Phone Number

cliffb@advtwoway.com  
E-mail Address of Agent

6/2/18  
Date



# PROPOSAL

To: Duane Hoff Jr  
City of Grand Junction

From: Advanced Tower Services, Inc.  
2417 Baylor Drive SE  
Albuquerque, NM 87106  
505-244-3321  
505-244-3675 fax  
Kari Candelaria  
[www.advtower.com](http://www.advtower.com)

Date: Jun. 21, 2018

Site: Grand Mesa

We are pleased to submit our proposal on the following scope of work;

Revised proposal

Item	Quantity	Description	Each	Extended
1	1	Original fixed fee bid	\$394,000.00	\$394,000.00
2	-1	Sublet, Geotechnical Investigation and Report	\$4,500.00	(\$4,500.00)
3	1	Increased costs of tower and canopy steel	\$8,553.75	\$8,553.75
<b>Revised project costs</b>				<b>\$398,053.75</b>
<b>June 2018</b>				
Revised project costs			\$381,000.00	

Notes

- 1 This proposal is valid for 60 days.
- 2 FOB - Destination
- 3 Terms - Net 30, Subject to credit approval.
- 4 Warranty - 1 year on contractor furnished goods and labor.
- 5 Delivery - as required
- 6 Assumptions -
- 7 Exclusions -none

Accepted By: DocuSigned by: Duane Hoff Jr., Senior Buyer - City of Grand Junction 6/22/2018 | 14:31 MDT  
Customer Signature Date

DocuSigned by: Cliff Barbieri - President, Advanced Tower Services, Inc. 6/22/2018 | 14:01 MDT  
Contractor Signature Date



RFP-4484-18-DH  
Design/Build Communication Tower, Shelter  
Foundation Construction and Snow Loading Building  
Cover at Grand Mesa

Submitted by:

Cliff Barbieri – President  
**Advanced Tower Services, Inc**  
**General Contractor**  
2417 Baylor Dr SE  
Albuquerque, NM 87106  
505-244-3321 x 115 (o)  
505-235-3793 (m)  
[cliffb@advtwoaway.com](mailto:cliffb@advtwoaway.com)  
[www.advtower.com](http://www.advtower.com)

Peter Sangiorgio -Principal  
**Arrington Watkins Architects**  
**Architectural Design**  
5240 North 16<sup>th</sup> Street #101  
Phoenix, AZ 85016  
602-279-4373 (o)  
602-686-3831 (m)  
[PSANGIORGIO@awarch.com](mailto:PSANGIORGIO@awarch.com)  
[www.awarch.com](http://www.awarch.com)

Joel Deis - President  
**Ridgeline Engineering**  
**Structural Engineering**  
1111 Washington Ave #205  
Golden, CO 80401  
303-482-3186 (o)  
303-638-1394 (m)  
[joel@rdgline.com](mailto:joel@rdgline.com)  
[www.rdgline.com](http://www.rdgline.com)

## Table of Contents

- A. Cover Letter
- B. Qualifications/Experience/Credentials
- C. Strategy and Implementation Plan
- D. Plans/Drawings
- E. References
- F. Fee proposal
- G. Additional Data



## A. Cover Letter

RFP-4484-18-DH  
Grand Mesa Design/Build Communication Site

City of Grand Junction Colorado  
Attn: Duane Hoff Jr., Senior Buyer  
250 N 5<sup>th</sup> Street  
Grand Junction, CO 81501

March 28, 2018

Dear Mr. Hoff,

Advanced Tower Services, Inc. in partnership with Arrington Watkins Architects and Ridgeline Engineering Company thanks you for the opportunity to provide a proposal for **RFP-4484-18-DH Design/Build Communication Tower, Shelter Foundation Construction and Snow Loading Building Cover at Grand Mesa.**

For this particular project, Advanced Tower Services (ATS) will work as the prime contractor, Arrington Watkins Architects (AW) will work as the lead designer, and Ridgeline Engineering Company (REC) will work as the structural engineer. All companies have an extensive background in tower site design, construction, and demolition.

ATS is a full-service communications sites construction firm specializing in site layout and design, two-way communications optimization, construction, and demolition. ATS is well regarded throughout the Southwest region for our timely, cost effective, professional, and knowledgeable staff. We are well-versed in building and tower design, procurement, delivery, demolition of existing towers and construction of new towers including foundations and shelter structures. We have experience in building public safety communications sites from the ground up including many high profile government entities such as the FAA, DHS, BIA, CBP, plus many county, city, and state governments.

Cliff Barbieri is the owner and President of ATS; he started his first company, Advanced Communications & Electronics, Inc. (ACE), in 1994. ACE is a full service two-way communications sales and service provider. ATS was formed in 2001 as required by our insurance agents to separate tower construction from two-way communications sales and service. Cliff makes himself available to every project, customer, employee, and colleague to ensure quality, schedule, and project allocations are met.

AW has been in business since 1994 and has designed over twenty (20) communications sites and counting throughout Arizona, Nevada, California and Colorado. All communication site projects have been performed as Design/Build with the ATS team. Several of these projects were completed for the BLM. AW is very familiar with the State of Colorado's and Federal building codes and standards having recently completed five (5) projects for the State of Colorado. These standards include preferences of the County, building codes, and accessibility standards.

The lead architect for this project is Peter Sangiorgio, Principal at AW. Peter has been with AW since 1994 and has led AW's design team from start to Owner occupancy. Peter was the lead designer on many of AW's largest projects, totaling over \$1 billion in completed construction cost. Included in this total are twenty (20), recently completed Communication Tower projects including: the City of Phoenix, Maricopa and Pinal County Sheriff's Office, State of California

including the BLM and the State of Colorado. Peter's main responsibility will be the development of the final project design, schedule and man power allocations and QA-QC. Peter's talents include the ability to develop very quick concept hand sketches, which is a tool he will use to assist and guide the City of Grand Junction through the early design phases. Peter will oversee daily operations of the design team, ensuring commitments and expectations are met.

Ridgeline Engineering Company has direct experience working with the City of Grand Junction during the construction of the Collbran communication tower. Joel Deis, President of Ridgeline, worked directly with Duane Ledger and Justin Vensel representing the City as their Owner's Engineer. Joel's responsibilities included: writing project specifications, reviewing contractor submittal documents and performing tower construction inspections. Additionally, Joel and his team inspected the Collbran tower at the completion of the project. For this particular project, Joel Deis will be responsible for engineering the ice bridge, verifying the tower design and engineering the snow load building cover. Joel and Peter have worked together with the ATS team on several State of Colorado tower projects.

We are excited to offer the City of Grand Junction a solution that will exceed your expectations by providing you with a quality product, excellent customer service and fair pricing. As mentioned the ATS, AW, and REC have worked successfully as a team together. There is no learning curve for this team. This is a proven team of professional contractors, engineers and designers that will provide the City of Grand Junction with best value design and build services. Our experience and qualifications as a team is provided in this proposal.

Thank you for the opportunity to respond; and, please don't hesitate to contact us, should any questions arise.

Respectfully,



Cliff Barbieri – President  
Advanced Tower Services, Inc

[cliffb@advtwoway.com](mailto:cliffb@advtwoway.com)

We acknowledge receipt of Addendums 1 and 2 both dated 3/22/18



## **B. Qualifications/Experience/Credentials**

### **Peter Sangiorgio- Principal Designer and Architect of Record**

For the past 23 years, Peter has been with Arrington Watkins and is now an Owner and Principal.



Peter has performed a broad spectrum of design related tasks and has managed a wide range of projects from \$1M to \$250M in construction costs. Peter has completed several security and master plan efforts for various State and Federal agencies. His experience includes providing completed design services from napkin sketches all the way through to construction administration and owner occupancy. Peter has designed and managed the completion of 40,000 justice beds and counting totaling over \$1B in completed costs.

As principal designer, Peter's main responsibility will be the development of the final project design, development of the schedule and man power allocations, and QA/QC. Peter will be the day-to-day contact between ATS and this team ensuring the project is completed on schedule and within budget.

### **Cliff Barbieri – General Contractor – Lead Project Manager**

Cliff Barbieri will be the lead project manager and will be responsible for driving the project forward by using his support staff to schedule each task, engage subcontractors, locate and hire local suppliers.



Cliff has worked in the radio communications industry for 43 years. He began his career as an Avionics Tech for the U.S. Air Force in 1972 and continued his tour of duty through 1977. After leaving the Air Force, Cliff went to work for Motorola as a two-way communications technician and was soon promoted to Group Leader. By 1986, Cliff was offered the position of Branch Manager for three Motorola two-way communications sales and service locations. In 1994 as a part of a move by Motorola to transition Sales and Service Locations to private ownership, Cliff started his own Motorola dealership and named it Advanced Communications

and Electronics, Inc. (ACE). Cliff has spent the last 23 years developing and expanding his company. Today, Cliff's daily work consists of project technical planning, strategic planning and general strategic oversight for both of his companies, ACE and Advanced Tower Services, Inc. (ATS). Cliff was intimately involved with all of the projects listed in our past performance. As the company owner and president, Cliff works as the lead project manager on all of our projects. He is well-versed in time management and knows how to dedicate the appropriate time to each project and he excels in prioritizing which projects get more of his time than others. For this particular project, the level of detail and the magnitude of this effort will require Cliff to devote most of his time to conducting spot visits, crew support, and holding weekly progress meetings with his support staff. For this project, Cliff will be the correspondent between the City of Grand Junction and the D/B team.

### **Joel Deis – Structural Engineer**

Joel Deis is a Registered Professional Engineer in seven states across the western US. He is a certified tower climber and also participates on several standards committees including TIA and ANSI B77. His well-rounded experience in project management, standards development, and field inspection, performing design calculations and creating drawings will make him a great part of your team. For this project, Joel will be responsible for the structural loading of the snow/ice shield cover over the communications shelter, the shelter foundation design, grounding system design, tower design verification, and tower erection and rigging plan. Joel is affiliated with the Structural Engineers Association of Colorado (SEAC), TIA TR-14, ANSI B77.



### **Terry Tipton – Senior Superintendent**

Terry Tipton will drive the field efforts by working with Cliff Barbieri to best optimize our resources according to each scheduled task. Terry has extensive experience working on numerous high profile projects similar to this solicitation. Terry has been our Superintendent since 1994, before the tower division was separated from Advanced Communications and Electronics, Inc and his main responsibility is managing the field crews. Terry's experience includes coordinating field efforts, subcontractors, vendors, deliveries and he maintains a high level of professionalism both on and off the job site. Terry is directly in charge of the field crew and works as a liaison between the field and the office operations. Part of his duties includes keeping all projects on time and on budget. Terry holds the proper licensing and is experienced in hauling materials and heavy equipment to each jobsite in the best and roughest access road conditions. Terry is instrumental in keeping projects on time and on budget. Cliff and Terry work together to determine an exact schedule that ensures every project gets the appropriate staff for the job. Terry was the onsite superintendent for all of our projects mentioned in the past performance section of this response. He used his skills and expertise to keep every project moving forward and keeping all parties engaged during the working phase.



### **Joel Kogan - Onsite Superintendent**

Joel has 20 years' experience working in the tower construction industry. Joel's expertise lies in all facets of tower and shelter construction, maintenance, Joel will be in the field working directly with the crews and managing the onsite tasks. Joel is proficient and excels in pushing the schedule to ensure that projects are completed on time and on budget while providing an atmosphere of safety. Joel's experience includes heavy equipment operation, installation of tower and shelter foundations, grounding to Motorola R56 standards, tower erections, tower modifications, antenna and line installation, and Joel is our certified fall protection and rescue trainer. For this project, Joel will execute the plans in the field and drive the schedule to ensure we complete the sites on time and on budget.



**Ed Filmer – Welding Fabricator  
PRO-Tower – Ice shield Manufacturer**



Ed has 32 years' experience in steel fabrication and design. Ed has owned and operated his company for the past 17 years and has created thousands of tower and tower site solutions from tower modification steel to shelter canopies. ATS has used Ed's talents to create modification materials for numerous towers and shelters over the past 17 years. For this project, Ed will fabricate the snow load canopy for the shelter and the ice bridge. Ed's team will create the shop drawings for approval by the City prior to fabrication.

**Sabre Towers and Poles – Tower Manufacturer**

We chose to use Sabre Towers and Poles based on our experience working with them on many of our past projects. Sabre has several licensed engineers on staff who are knowledgeable and proficient in Colorado and Federal Building codes and regulations. Sabre also understands our intent to use only American made products and providing our customers with a high-quality product. Sabre is certified as a Steel Structure Builder fabricator by AISC and their certification is attached to this proposal.

***Lines of Authority, Responsibility, and Coordination***

ATS assumes responsibility as the prime proposer for all design/build projects and will be responsible for all coordination of vendors, subcontractors, third-party testing firms, and materials. ATS will be responsible for submitting all designs and product submittals to the City of Grand Junction for approval prior to commencement of the work. Cliff Barbieri will be the lead project manager and will be responsible for driving the project forward by managing and assisting his support staff to schedule each task, engage subcontractors, locate and hire local suppliers, and keep the city updated on all phases of the project.

AW will perform design services as a subcontractor to ATS. Peter Sangiorgio will be the design team leader for AW and the main point of contact to ATS project manager, Cliff Barbieri. Deliverables for AW are: producing a site plan and construction drawings depicting the utility locations, the existing tower location, the new tower location, and the tower site layout. Additionally, AW will produce the drawings in a format acceptable to the City as requested in this RFP.

REC will be responsible for ensuring all state, local and federal building codes are met in addition to reviewing and approving all calculations prior to submission to the architectural team for inclusion in the site plans.

### ***Prior Experience***

ATS has partnered with AW and REC on several design/build projects throughout California, Arizona, and Colorado. Our relationship with AW began in 2009 when Peter Sangiorgio, Principal for AW was the lead designer for the City of Phoenix. Under Peter's direction, ATS built three tower communication sites for the City of Phoenix and one tower site for Pinal County Sheriff's Department. In 2011, ATS/AW was awarded its first design/build project for the State of Colorado working under Joel Deis as the State Engineer, a role he actively assumes today. More recently, ATS, AW, and REC have worked on numerous design/build projects for the State of Colorado and ATS/AW have teamed up on other design/build projects for the BLM. Below are highlights from a few of our projects.

#### ***City of Phoenix - Dove Valley Communications Building***

This project is the first of many that the ATS and AW teams worked together; delivered by traditional bid, ATS was selected by the City of Phoenix to work as a subcontractor to AW. The scope of work included a new 600 SF shelter building constructed on site along with a 160-foot tall triangular tower along with the development of site utilities, screen walls and other site improvements such as a minimal landscape scheme. Decisions for construction materials for each component were based on meetings with ATS, AW, and the City of Phoenix representatives, also soliciting thoughts related to means and methods, local knowledge of the construction industry and based on ATS' vast experience with similar projects, then developing construction documents to their preferred construction systems. This collaboration led to an extremely economical design solution for the City that would become their new prototype. Additional input and consideration that went into our material selections were based on providing the City with a maintenance-free facility. This led to a decision of masonry walls for the exterior and a concrete lid with a sloped rigid board insulation and single ply membrane-roofing system for high R-value. We integrated strips of "uni-strut" into the cast concrete lid to allow interior overhead raceways to be easily integrated into the roof lid. Because of the concern for aesthetics, split face masonry was used primarily with smooth face accents. Rather than using a "last minute" value engineering process, we used a "value design" approach throughout the project to ensure the project came in under budget.



Another component that proved valuable to this project was the experience the team had with the local weather; this experience drove the decision to perform most tasks in the early morning hours and overnight for proper setting of the concrete foundation, and to keep the field crew safe from heat exhaustion.

Our understanding and knowledge of the R56 grounding requirements were beneficial to the City



since there was a lot of exposed steel throughout the site that needed to be grounded. We identified locations on the site through our construction documents to ensure these critical components were included in the project. Some of the critical areas that required special grounding included: steel handrails, steel stairs, site gates and railings, site conduits, steel framing for the tower, metal roofing, and exposed metal components, such as exhaust fans and mechanical equipment.

The team members for this project were: Peter Sangiorgio working as the design team leader and Cliff Barbieri as the prime proposer and construction project manager. This project set the tone of a long lasting working relationship and friendship that continues to this day. The project valuation was \$660,000.00 and was performed June 16, 2010 through August 10, 2010.

For a reference for this project, please contact:

Jeremy Knoll  
Acting Bureau Manager  
Statewide Interoperability Coordinator  
Wireless Systems Maintenance Manager  
Arizona Department of Public Safety  
602-223-2106  
[jknoll@azdps.gov](mailto:jknoll@azdps.gov)

### ***City of Phoenix – Towers Mountain Communications Building***

The City of Phoenix selected ATS by traditional bid to work as a subcontractor to the AW design



team on this project. The scope of work required a new tower shelter to be built under the footprint of an existing 200-foot tower. After reviewing the City's program for this site, it quickly became obvious that the required equipment was not going to fit within a single story box that was planned by the City to be located under the tower. AW came up with a two-story tower concept. Additionally, our team overcame challenges including ensuring construction could proceed during severe harsh winter months, and ensuring that the project came in on

schedule, otherwise the City could risk losing some of the grant money used to fund the project. During several planning sessions, the team came up with a masonry concept which would allow ATS to use smaller equipment, such as larger pick-up trucks with smaller fork-lifts, reducing the need to risk sending large commercial vehicles up the frozen mountain roads. Additionally, winter tenting structures and concepts were developed. ATS even went to the extent of using blowtorches at large sections of roads to melt snow and ice to ensure materials and equipment could access the site safely. During the working sessions between the ATS and AW team's, we quickly realized that our two companies share many of the same core values such as:

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- ✓ Pursuit of and sharing knowledge
- ✓ Promote open and honest communication
- ✓ Be creative, innovative and pursue new ideas
- ✓ Be accountable
- ✓ Foster a collaborative environment
- ✓ Treat people fairly and with respect
- ✓ Provide a "WOW" service experience

This project was valued at \$915,392 and was performed January 2, 2011 through March 15, 2011.

For a reference for this project, please contact:

Jeremy Knoll  
Acting Bureau Manager  
Statewide Interoperability Coordinator  
Wireless Systems Maintenance Manager  
Arizona Department of Public Safety  
602-223-2106  
[jknoll@azdps.gov](mailto:jknoll@azdps.gov)

***Pinal County Sheriff's Department – New Tower Design/Build Project***

ATS and AW teamed up to propose a design/build value concept for the Pinal County Sheriff's Department that included a new 180' tower, one new light pole, and perimeter fencing. Our experience working together was essential to perform this project efficiently. AW, having had over a decade experience working with Pinal County on other projects was the key to knowing what we were up against in designing and engineering a tower and foundation that would withstand the terrain. Fortunately, AW having had completed other projects in the area were aware of and prepared for the expansive soils and locations of the flood plains. This knowledge and expertise proved valuable as we were able to abate potential hazards and challenges when designing the tower and foundation.



This project was valued at \$42,796.00 and was performed November 12, 2012 through December 19, 2012

For a reference for this project, please contact:

RFP-4484-18-DH  
City of Grand Junction

Gloria Bean  
Pinal County of Public Works  
PO Box 727  
Florence, AZ 85132  
520-866-6009  
[Gloria.Bean@pinalcountyz.gov](mailto:Gloria.Bean@pinalcountyz.gov)

### ***State of Colorado – Walton Mountain Project***

The ATS/AW team proposed and were selected to give a design/build solution to the State of Colorado working under the direction of Joel Deis, State Engineer for a massive new concrete communications shelter to be constructed and installed on the top of Walton Mountain in Steamboat Springs, Colorado and a demolition of the existing shelter and demolition. The main



**Shelter Prototype created By Arrington Watkins**

challenges on this project were the shelter specifications, the limited space on top of the mountain, designing a product pleasing to the Forest Service, keeping the construction within the State's budget, and road access to the site. Collectively, our team developed a design that met these requirements and exceeded the customer's expectations. The shelter specifications require that the shelter be on a steel platform and encased in an enclosure to protect the building and ultimately the delicate

communications equipment from Colorado's harsh winters, falling ice, and heavy snow fall. The steel enclosure was to be designed to hold the heavy concrete shelter and to take up as little space as possible. Peter developed a design that put the shelter on a pedestal with access stairs leading to a catwalk that bends around the building. The platform is for access to the HVAC units, generator, and radio equipment. Another challenge was to determine how to fit a massive generator inside the building while creating a 4 hour fire proof wall between the generator room and the radio equipment room with the very limited space we had for the entire building. Peter, Cliff, Joel, and the team designed a shelter able to withstand the harsh Colorado weather, met the local, state, and federal building codes, exceeded the customer's expectations, and are practical for installation and its intended purpose.



**Completed July 2015**

The access road is difficult to navigate having several sharp switchbacks and the ATS construction team, and Cliff Barbieri creatively determined a plan to transport the heavy steel, concrete for the foundation, and the building itself up the mountain while making certain the surrounding landscape

is not disturbed. This effort required a patient and detail oriented crew to manage such an effort. Once the new shelter is constructed, the radios and communication equipment will be carefully transferred to not interrupt service and the old site located adjacent to the new site will be demolished and the landscape restored.

This project is in progress and is due to be completed in July of 2015; the entire effort is valued at \$708,737.00

For a reference for this project, please contact:  
Randy Mitchell  
State of Colorado - Governor's Office of  
Information Technology  
(303) 764-7965  
[Randy.Mitchell@state.co.us](mailto:Randy.Mitchell@state.co.us)

### ***Bureau of Land Management Radio Site Upgrades throughout California***

ATS/AW proposed and was selected to design/build five sites throughout California requiring various levels of repair. The sites included: Cahto Peak, Cooskie Mountain, Walker Ridge, Payne Peak, and Forty-Nine Mountain. All of the sites were difficult to access and required some pre-work to determine how we would get trucks, equipment, and materials to the sites.

Cooskie Mountain required the crew hike in the last mile because truck access to the site was impossible. For this site, the crew refurbished the shelter and installed new solar components. Walker Ridge required a new tower and tower foundation, a new communications shelter with solar power, and new perimeter fencing, the entire site was re-grounded to comply with R56 grounding standards. Access to Walker Ridge was fair but required our most experienced team members to get the materials and equipment into the small compound. Payne Peak and Forty-Nine were somewhat simple sites to access; the crews worked these two sites at the same time. We had one crew on Payne while the other crew worked on Forty-Nine to re-model the existing shelters and install various upgrades such as ice bridges, solar panels and other minor grounding upgrades to make the sites R56 compliant.



The most challenging of all five sites was Cahto Peak. This site required two new shelter foundations, two new shelters one of which weighed 80,000 lbs, perimeter fencing, electrical power to be run to the site, and landscaping. Our crews first installed the new concrete foundations and allowed the concrete time to cure while crew members fixed portions of the access road in



preparation for the large 80,000 lb shelter. The access road to Cahto Peak was narrow and crossed over a bridge, some areas of the road had washed out and would require that we fix the road before we could get the large shelter through. BLM was not prepared to fix the road; however, ATS had a job to do and we decided that we would fix the road to ensure the transportation of the shelter would be a safe one. To move the shelter from the base to the top, ATS subcontracted a company out of Arizona who owns a “crawler” which is basically a dozer frame on wheels and is operated by remote control. The shelter was offloaded from the transport at the base of the hill, loaded onto the crawler and the remote control operator and the site superintendent, Terry Tipton, walked behind the crawler to the top of the mountain where the crane was waiting to offload the



shelter from the crawler and set it onto the new foundation. The smaller shelter was driven up the mountain on a regular trailer. After the shelters were set, the electricians began trenching, installing their conduit, and hooking the shelters up to power. The ATS crew completed setting up the shelters on the inside and making them ready for the new radios.

AW was responsible for the designs, drawings, permitting documents, CAD files, and redlines. We worked with

various engineers on this project most supplied by the shelter and tower manufacturers.

This project was awarded to ATS/AW as a design-build project in September 2016 and was completed in October 2017. The original contract amount was \$1,132,566, the final contract amount was \$1,140,921.00 with no contractor driven change orders. There were minor change orders at the request of the BLM on-site technicians.

For a reference for this project, please contact:

John Kelley  
BLM – Contracting Officer  
PO Box 25047  
Denver, CO 80225-0047  
303-236-2626  
[jakelley@blm.gov](mailto:jakelley@blm.gov)

**State of Colorado, Replacement Microwave Site Towers – Group B, Reiradon Hill  
Contract No. 2015-079M14**

ATS/AW were awarded this project to design and build a 300' guyed tower built to hold five large microwave dishes and approximately 15 antennas of various sizes. ATS/AW worked closely under the supervision of Joel Deis who was the State Engineer for this project.

ATS contracted Sabre Towers and poles to develop a design that would meet Colorado building codes, EIA/TIA-222-Rev G standards, and comply with all FAA regulations. Sabre also developed the design for the tower base foundation and guy anchors. The design required drilled piers for the guy anchors measuring 5' diameter and 13'6" deep. ATS sourced a local contractor, LMS Drilling to drill the piers and install the rebar cages. The ATS crew set the anchor rods and anchor bolts and contracted Kumar and Associates to perform the inspections. The State representatives were also called to witness the third party inspection and perform their own inspections prior to concrete placement. Once the inspections were approved, the concrete was set into place and the civil crew finished the concrete to give it a



nice manicured look. The civil crew trenched the site and roughed in the grounding while waiting for the tower to be delivered. Once the tower was delivered, the crew assembled the sections and it was during this phase that the state representatives noticed that the climbing ladder spacing was too wide to safely climb the tower. ATS was asked to submit a request to Sabre to design a climbing ladder that would not compromise the loading needed for the antennas and dishes and Sabre was able to develop a ladder system that would be bracketed onto the tower. The only change that was made to the tower was increasing one of the guyed wires to a thicker gauge to ensure maximum loading would not be affected. The ladder and bracket assembly resulted in a change order of \$6,139.00. And the guy wire change resulted in a change order of \$1,775.00

The rocky conditions at this site also resulted in a change order because the geotechnical report did not indicate the amount of rock we would face. The boring was completed in the proper area; however, because of the vastly changing terrain it would have been extremely difficult for the state to know we would encounter this situation. Because of the rocky conditions, the foundation excavation was extremely difficult and resulted in three weeks of excavation whereas the original schedule allotted for two days. In an effort to save the State money and be able to pay our crew and operators, ATS charged only for the labor and absorbed the cost of the rental equipment, per diems, and lodging for the crew. This change order was \$3,513.00

Weather impacted this site in that this area is prone to constant wind. The winds can be strong in this area and when stacking a 300' tower the weather needs to be calm to prevent the tower sections from swaying while the crane is lifting them into place. ATS attempted on two occasions in September to stack the tower and both times were called due to high winds by the crane operator. The third time was successful and the tower was finally stacked in October 2016

and the cutover was performed in November. As always, our crews are diligent about keeping any downtime of radio operations to a minimum, the cutover was carefully coordinated with all entities using the site and was performed in the allotted time. The demolition of the existing tower was attempted on two occasions in November of 2016 and was called off due to the high winds by the crane operator. In an effort to save money, ATS decided that a crane would cost too much to mobilize a third time and we patiently waited for an opening in the weather and used our gin pole to de-stack and remove the old tower. ATS absorbed the cost of the crane remobilizations for both the stacking and demolition because it was our team who called the work. The demolition was completed in May 2017.

Joel Kogan, Cliff Barbieri, and Terry Tipton were involved in every phase of this project. The tower erection and dish installation and pathing were performed by Joel Kogan and his crews while the tower demolition and heavy equipment resourcing was managed by Terry Tipton. Cliff oversaw the project from start to finish ensuring all the submittals, project timeline, and scheduled staff was de-briefed prior to mobilization. Cliff was also responsible for permitting Joel to call the demolition during the days that the wind made it unsafe to work.

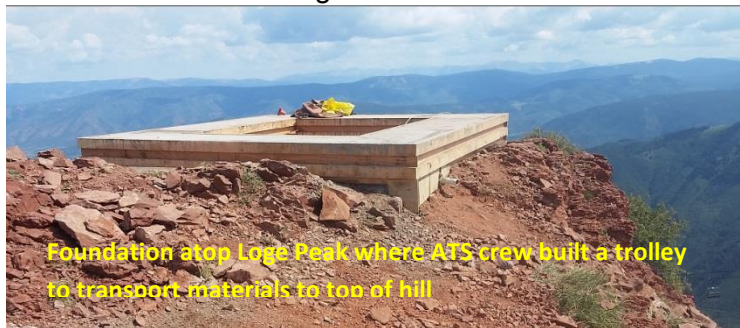
This project was valued at \$363,665.00 including the two add alternates to install the RF materials on the tower and to furnish and install fencing around the compound.

For a reference for this project, please contact:

Randy Mitchell  
State of Colorado - Governor's  
Office of Information  
Technology  
(303) 764-7965  
[Randy.Mitchell@state.co.us](mailto:Randy.Mitchell@state.co.us)

### **Pitkin County – Williams, Loge, and TOSV site upgrades**

Located in the Aspen, CO area, ATS/AW was contracted to design/build three new sites under the supervision of Joel Deis, engineer for Pitkin County. The Williams's site consisted of designing, furnishing and installing two 40' self-support towers, installing a new equipment shelter, and installing a grounding system. The TOSV site consisted of drilling a 3' diameter x 26' deep pier for the foundation, installation of a 40'



Foundation atop Loge Peak where ATS crew built a trolley to transport materials to top of hill

monopole and grounding using 2/0 copper wire. The difficulty on this project was that in order to drill the pier for the foundation, LMS Drilling, our subcontractor on the project, had to use a drill rig that measured wider than the access to the back of the building where the monopole was to be set

up. Our crews determined that the only way we could pull this off was to move some large boulders that were on the side of the access road and build up the access so the truck could drive over it. Once the rig demobilized, we replaced the access point back to its original state. The most challenging of these three sites was at the Loge Peak. This site required that we build a platform to install antennas on. The site is located about 1/4 mile atop a steep hill that prevented vehicle access and the Pitkin team originally presumed this site would be helicopter access. Our team developed a trolley system to tram the materials from the base of the hill to the top in order to prevent having the added cost to hire a helicopter and pilot. We used the trolley to haul up concrete, forms, steel for the platform, and grounding materials. The crew was able to hike the hill.



The original contract was valued at \$938,036.00; however, there were several additions to the contract resulting in change orders which were driven by the customer. The first change order was to redesign the Williams site from the installation of one 80' tower to build one 40' and one 60' tower; this change resulted in an increase of materials and services including tower steel, concrete for the foundation, crane usage, architectural design and grounding. The cost increase for this change was \$23,864.00. Another



change requested by the County was to decrease the generator size from a 70 Kw to a 50Kw and add interior modifications to the existing shelter; this change increased the contract value by \$4,757.00. Another change requested by the county was to change the foundation type and size at the TOSV site resulting in a contract increase of \$30,623.00. This project was completed in May 2017.

Terry Tipton was responsible for designing and erecting the temporary trolley system, Joel Kogan was responsible for the site construction and Cliff Barbieri was responsible for the initial site visit and oversight of the project schedule and resources. Cliff and Terry were both onsite to install the trolley system and ensure its safety before use.

For a reference for this project, please contact:

Drew Peterson  
Communications Project Engineer  
485 Rio Grande Place  
Aspen, CO 81611  
970-319-1426  
[drew.peterson@pitkincounty.com](mailto:drew.peterson@pitkincounty.com)



### **State of Colorado – La Veta**

This project for the State of Colorado included the ATS/AW team for the installation of a new tower and tower foundation and new microwave equipment, installation of a new waveguide bridge from the new tower to the existing shelter, making modifications to the existing equipment shelter including upgrading the interior grounding to comply with R56 standards and installing a new entry port, installing R56 grounding around the new tower and existing shelter, and demolishing the existing tower. This project was awarded in May 2016 and was built in May 2017. The original contract amount was \$263,150.00; the final contract amount was \$263,758.00. There was one change order at the request of the State



For a reference for this project, please contact:

Randy Mitchell  
State of Colorado - Governor's Office of Information Technology  
(303) 764-7965  
[Randy.Mitchell@state.co.us](mailto:Randy.Mitchell@state.co.us)

### **C. Strategy and Implementation Plan**

The complexity, speed and critical nature of most of our projects include remodels and renovations in occupied facilities and have required the Design Build Team of ATS/AW/REC to develop systems and processes allowing us to properly manage those projects. Critical success factors are identified for each project. Understanding goals, limitations, and hurdles early in the process means the team can evaluate, prioritize and solve the most critical issues before they negatively impact the project during design. It also means the team can be more flexible when unforeseen considerations are presented. In each of our projects, we have provided the team, management strategy, and schedule appropriately to deliver a successful solution. We present the following information to demonstrate our understanding of critical issues that must be addressed, management strategies appropriate for the nature of work, and our effective tools ensuring this project is delivered successfully.

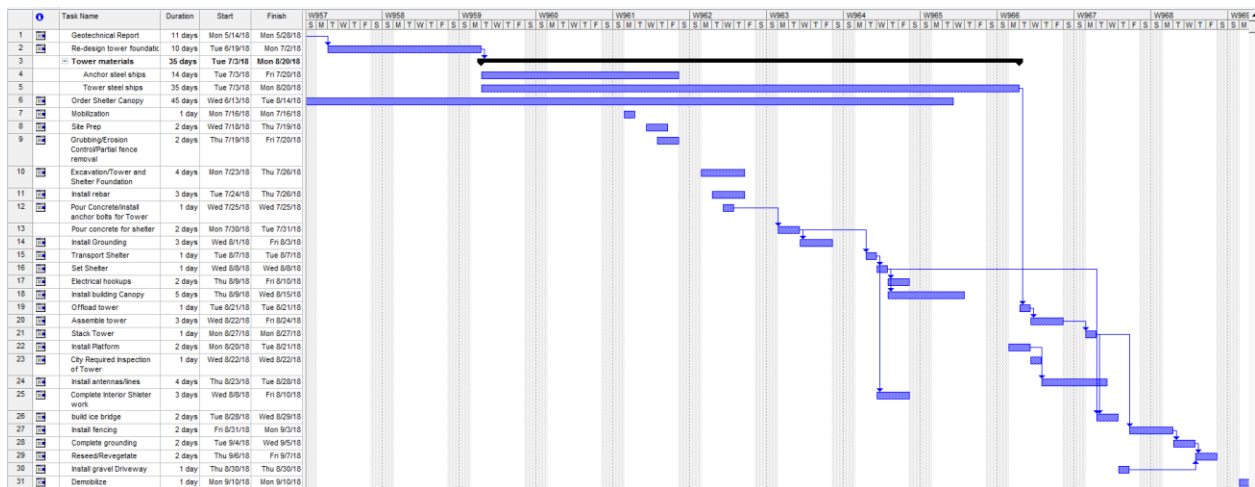
*Understanding program intent and goals* – Information contained in this proposal package indicates clear intent for the project and our team understands the speed and accuracy required for successful delivery of this project.

We understand that the City of Grand Junction wants and new 150' self-supporting tower, an engineered tower foundation for the new tower, a communication shelter to be transported from its current location to the new tower site, a snow-load canopy to cover the shelter and HVAC units, a new engineered foundation for the shelter, an ice bridge from the new tower to the re-located shelter, perimeter fencing, and an R56 compliant grounded site. We are also aware that we will need to hire a local geo-technical firm to perform a geo-technical analysis prior to the design of the tower and shelter foundations. The report will be delivered to the City upon receipt. We also understand that this site will require a local surveyor to survey the site and it will need to be staked with construction stakes. ATS project manager, Cliff Barbieri will inform the city as per the RFP specifications prior to any earthwork, storing any materials onsite, mobilization to install erosion control. ATS will submit the proper erosion control plan, permitting plans, and re-seeding plans as requested in the RFP. ATS will be responsible for acquiring all required permits prior to construction.

ATS/AW/REC team is familiar and experienced working on BLM sites and will fully comply with all BLM land regulations.

Our team will assign one project manager to interface with Grand Junction team personnel. Our Project Manager is Cliff Barbieri.

Please see our Project schedule below and attached at the end of this proposal:



After award and if selected our team will immediately go into action, our steps include the following:

Our first task is to immediately hire a local geo-technical firm to perform a geo-technical investigation. The investigation report will take approximately two weeks after the core sample is taken from the site. Once the report is completed, ATS will forward the report to the City of Grand Junction in compliance with the RFP, to Sabre Towers and Poles for the tower foundation design, and to Joel Deis to develop the shelter foundation design. The foundations

design process is expected to take approximately two weeks; designs will be sent to the City for approval prior to order materials.

Once the designs are approved. ATS will order the tower steel and shelter steel, it is estimated the anchor bolts for the tower will take about three weeks to ship, tower steel will take about seven weeks and the shelter canopy is expected to take six weeks.

Once the tower anchor bolts arrive to our warehouse, we will mobilize to the jobsite to begin preparing the site for construction by clearing the site, removing a portion of the existing fence, and installing erosion control as required.

Immediately following site prep, we will begin excavation of both the tower and the shelter foundation, installing rebar for concrete reinforcement, and immediately pouring concrete. The concrete will be provided by a local concrete company and ATS will hire a third party inspector to watch the pour and take samples for break strength testing.

While the concrete is curing, ATS crew will trench the site for the ground halo, install the ground halo, and backfill the trenches leaving stub-ups to be connected after the tower, shelter, canopy, and new fence is installed. All grounding will be inspected prior to backfilling.

Immediately following the grounding, we expect the tower steel to arrive and the crew will offload the tower, assemble the sections and platform on the ground and once that is completed we will have the crane onsite to stack the tower sections. The next step will be to transport the shelter from its current location to the jobsite, setting the shelter into place, and hooking the shelter up to electrical power. Around this time we expect the shelter canopy will arrive and our team will assemble and install the canopy over the shelter. In order to save on crane costs we will attempt to transport the shelter after the tower steel is assembled in order to set the shelter and stack the tower in one mobilization.

We understand the city wants to inspect the tower before we install the antennas and lines, and we will be sure to give the city enough notice to provide an inspector. Once the inspection is complete, we will install all lines and antennas, complete the site grounding, install the additional perimeter fencing, re-seed the compound, and install gravel for the new driveway. We expect this project will take us 11 weeks not including any weather delays. For this reason we have scheduled the entire 12 weeks to ensure that any weather delays are accounted for.

#### *Detailed Work plan, Strategy, and Approach*

The bulleted strategies and approaches to each phase detail how we can offer benefits to The City of Grand Junction, the Owner. It is our intention to ensure value and quality is at the forefront of our operations.

- Code compliance –early on in our analysis and planning we develop a detailed code analysis to ensure potential code issues that impact the design and construction of the facility, potentially impacting the budget and scope, are eliminated.
- ADA compliance – Meeting the intent of accessibility in the final design of a remodel is fairly straight forward. However, meeting potential accessibility requirements for City of Grand Junction and/or BLM in phased construction can often mean providing temporary accommodations throughout construction requiring constant maintenance until the final construction is complete.
- Permitting – our team is accustomed to obtaining the proper permits before work begins; we understand that for this project BLM may have jurisdiction over the site as well as the County. Our team is fully prepared to work closely with all entities having jurisdiction.
- Experienced Staff: The ATS/AW/REC Team begins every project by analyzing the project type and assigning the most experienced staff to manage and design that project. Our most qualified individuals have been assigned to this new tower and shelter project. Upon your review of each team member’s resume, you will see we have provided this project with a team to best serve your interests and needs.
- Highly interactive process: Throughout this project, ATS/AW/REC engages the City of Grand Junction in our highly interactive process. Every step of the way, your Team has opportunities to actively participate in the development of all data and the project’s design. We start with a project charrette developing project mission, goals, and outline the objectives. We then maintain regular project meetings attended by key stakeholders and decision makers with the goal of maintaining clear and present direction.



RFP-4484-18-DH  
City of Grand Junction

**D. Plans/ Drawings**

**This Page left intentionally blank – please see following pages for plans and drawings.**

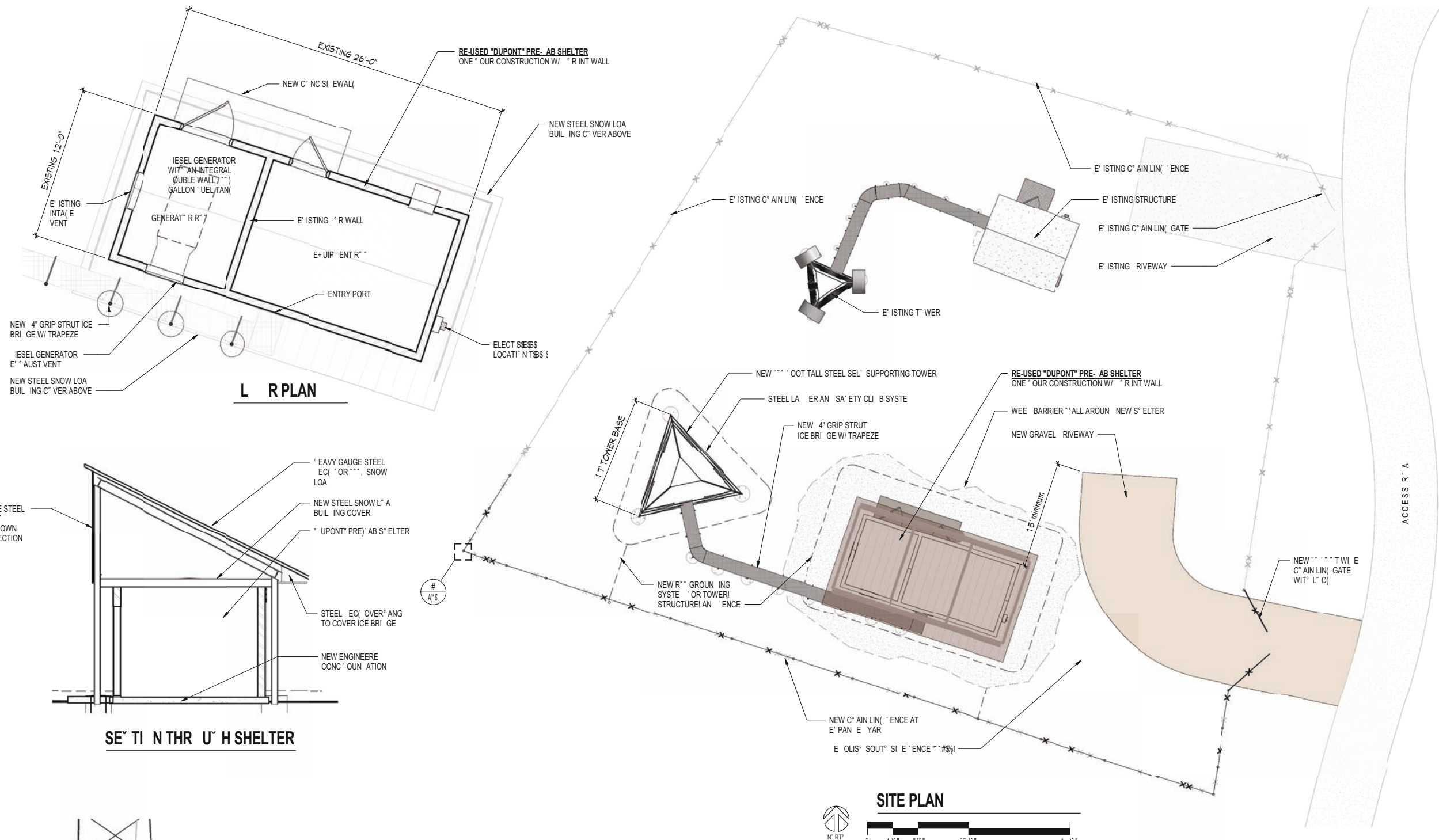




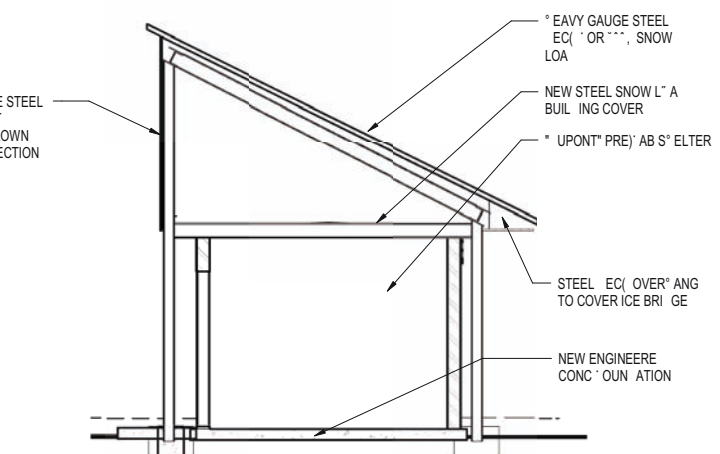
DESIGN BUILD COMMUNITY CENTER SHELTER  
 UNDERTAKING CONSTRUCTION OF COMMUNITY CENTER SHELTER  
 IN GRAND JUNCTION, COLORADO

NO.	REVISION	DATE

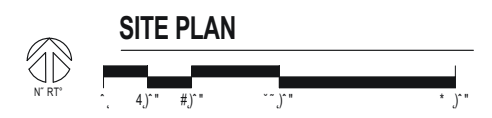
PROJECT NO. \_\_\_\_\_ SHEET NO. \_\_\_\_\_  
 DATE: \_\_\_\_\_  
 DESIGNED BY: \_\_\_\_\_  
 DRAWN BY: \_\_\_\_\_  
 APPROVED BY: \_\_\_\_\_  
 SHEET TITLE:  
 ARCHITECTURAL PLANS SECTION AND ELEVATIONS  
 SHEET NUMBER:  
**A-1.0**



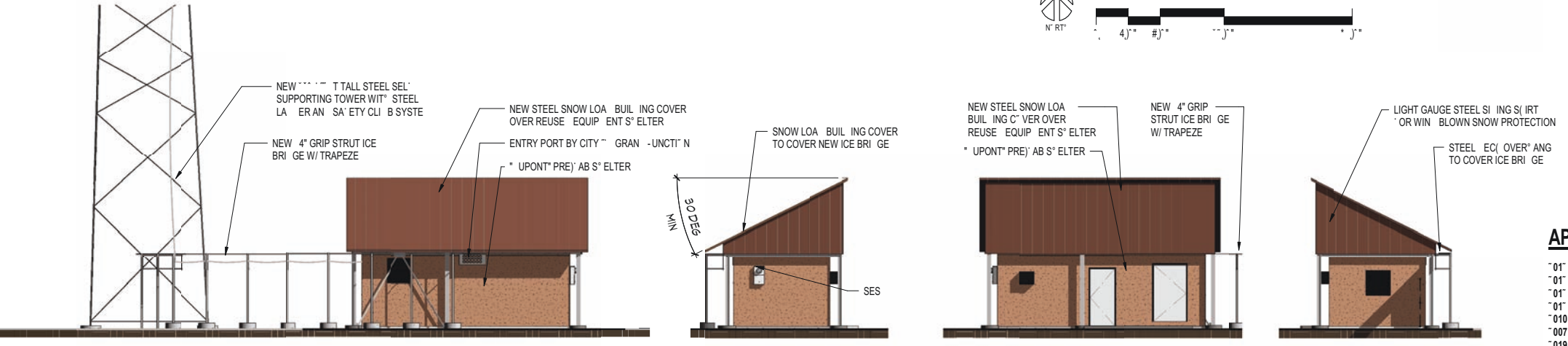
**L R PLAN**



**SECTION THROUGH SHELTER**



**SITE PLAN**



**SOUTH ELEVATION**

**EAST ELEVATION**

**NORTH ELEVATION**

**WEST ELEVATION**

**APPLICABLE BUILDING CODES**

- 01111# \$1% \$' B(7% \* &)"
- 01111# \$1% \$' (" \$ + &)"
- 01111# \$1% \$' P(, - % \* &)"
- 01111# \$1% \$' M(, / \$ % \$ \* &)"
- 010 NS1% \$' E(, .1#% \$' \* &)" - 1"22' .1% 04845 010#
- 00711# \$1% \$' E(, .1#% \$' \* & + #3\$1% \* &)"
- 019 NS1% \$' E(, .1#% \$' \* &)" - 1"22' .1% 04-01-019#

RISK CATEGORY I TABLE 1604.5 2012 INTERNATIONAL BUILDING CODE CLASS III TOWER STRUCTURE

NO.	REVISION	DATE

PROJECT # S011#066  
 DATE: MA 09 2011  
 DESIGNED BY: PFS  
 DRAWN BY: M  
 APPROVED BY: PFS

SHEET TITLE:  
 9D SITE DETAILS

SHEET NUMBER:  
**A-1.0**

60 SF STEEL GRATE  
 PLATFORM WITH SAFETY RAIL

NEW 150 FT TALL STEEL  
 SELF SUPPORTING TOWER  
 WITH STEEL LADDER AND  
 SAFETY LIMB SYSTEM

NEW 5% GIP STUT  
 TUBING WITH APEFE

NEW MAIN LINE FENCE AT  
 EXPANDED YARD

NEW STEEL SNOW LOAD BUILDING  
 WITH EQUIPMENT SHELTER

NEW 56 FT GROUNDING SYSTEM FOR  
 TOWER AND FENCE

WEED AREA ISLAND AND NEW SHELTER

**COMPLETED SITE**

DEMOLISH SECTION OF  
 EXISTING MAIN LINE FENCE  
 AND SECTION OF NEW GATE

EXISTING TOWER

EXISTING TOWER

EXISTING SHELTER

EXISTING MAIN LINE FENCE

EXISTING DRIVEWAY

EXISTING MAIN LINE GATE

**EXISTING SITE**

EXISTING STUTTING

EXISTING MAIN LINE FENCE

EXISTING DRIVEWAY

EXISTING MAIN LINE GATE

NEW GRAVEL DRIVEWAY

NEW 16 FT WIDE MAIN LINE GATE WITH L





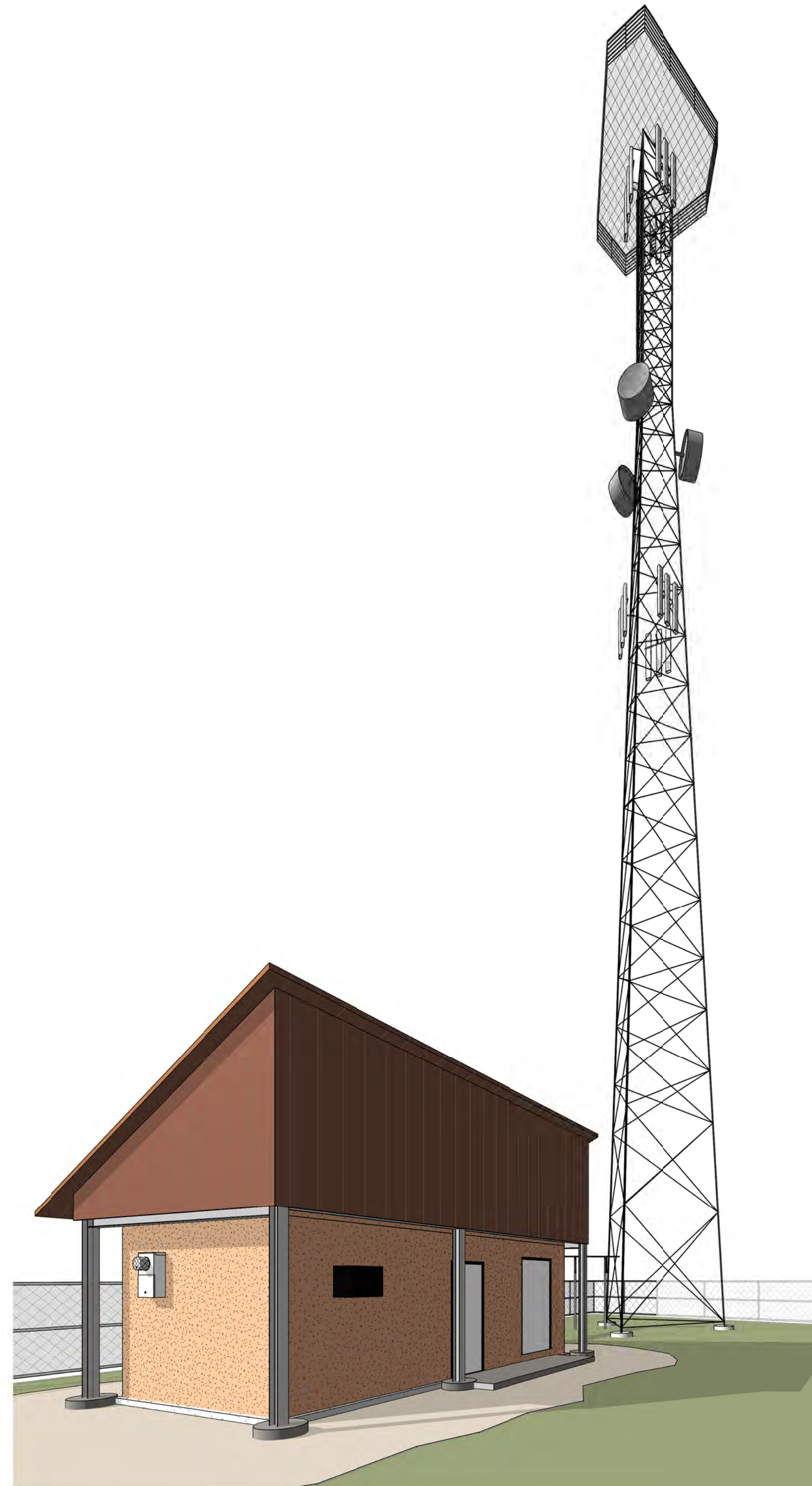


# DESIGN BUILD COMMUNICATION TOWER, SHELTER FOUNDATION CONSTRUCTION AND SNOW LOAD BUILDING COVER AT GRAND MESA RFP-4484-18-DH

**DESIGN BUILD COMMUNICATION TOWER, SHELTER  
FOUNDATION CONSTRUCTION AND SNOW LOAD BUILDING  
COVER AT GRAND MESA**

**CITY OF GRAND JUNCTION, COLORADO**

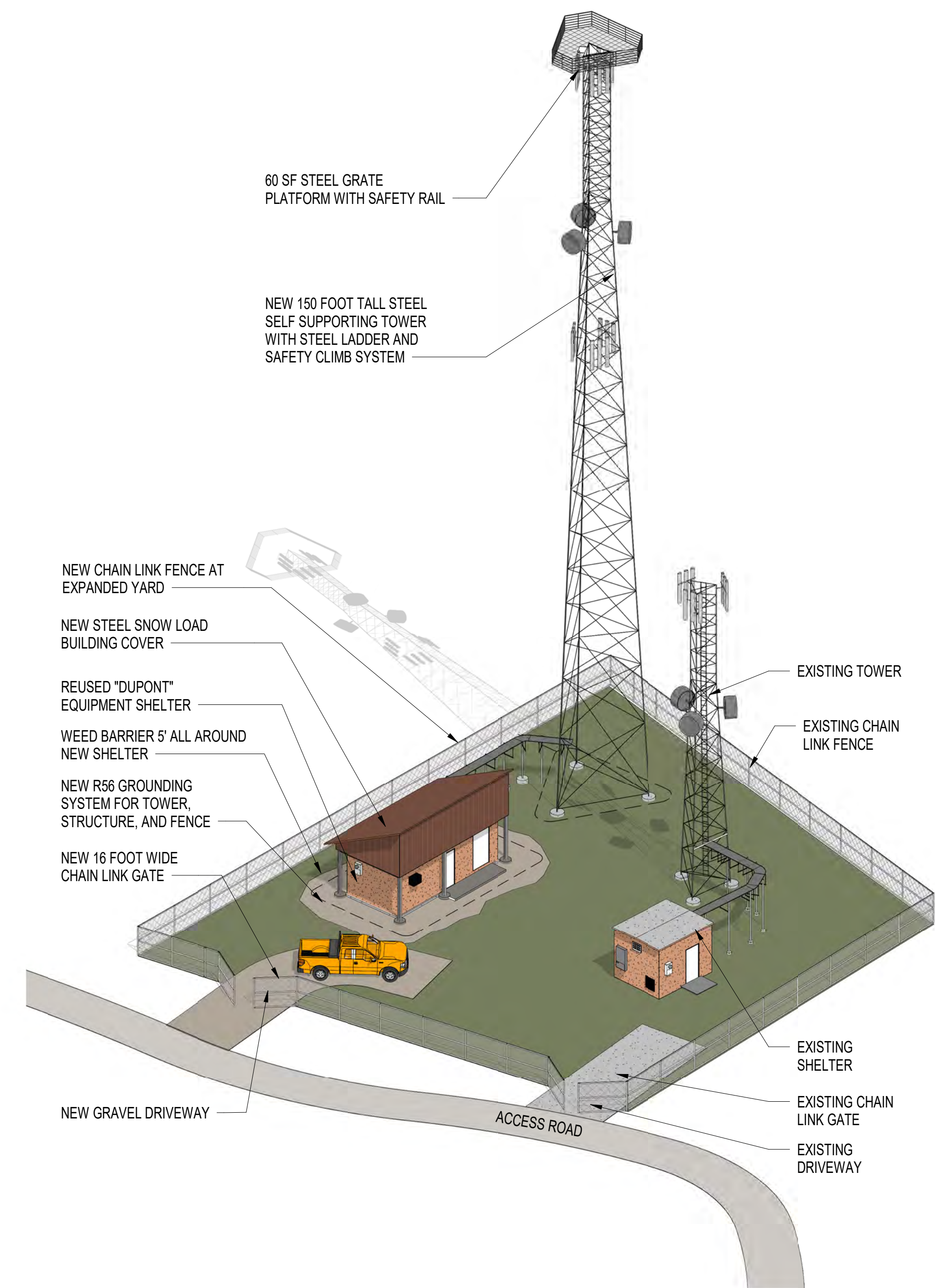
NO.	REVISION	DATE
PROJECT NO.:	2018.026	
DATE:	MAR 23, 2018	
DESIGNED BY:	PFS	
DRAWN BY:	MRC	
APPROVED BY:	PFS	
SHEET TITLE:	ARCHITECTURAL COVER SHEET	
SHEET NUMBER:	<b>A-0.0</b>	



REGIONAL MAP



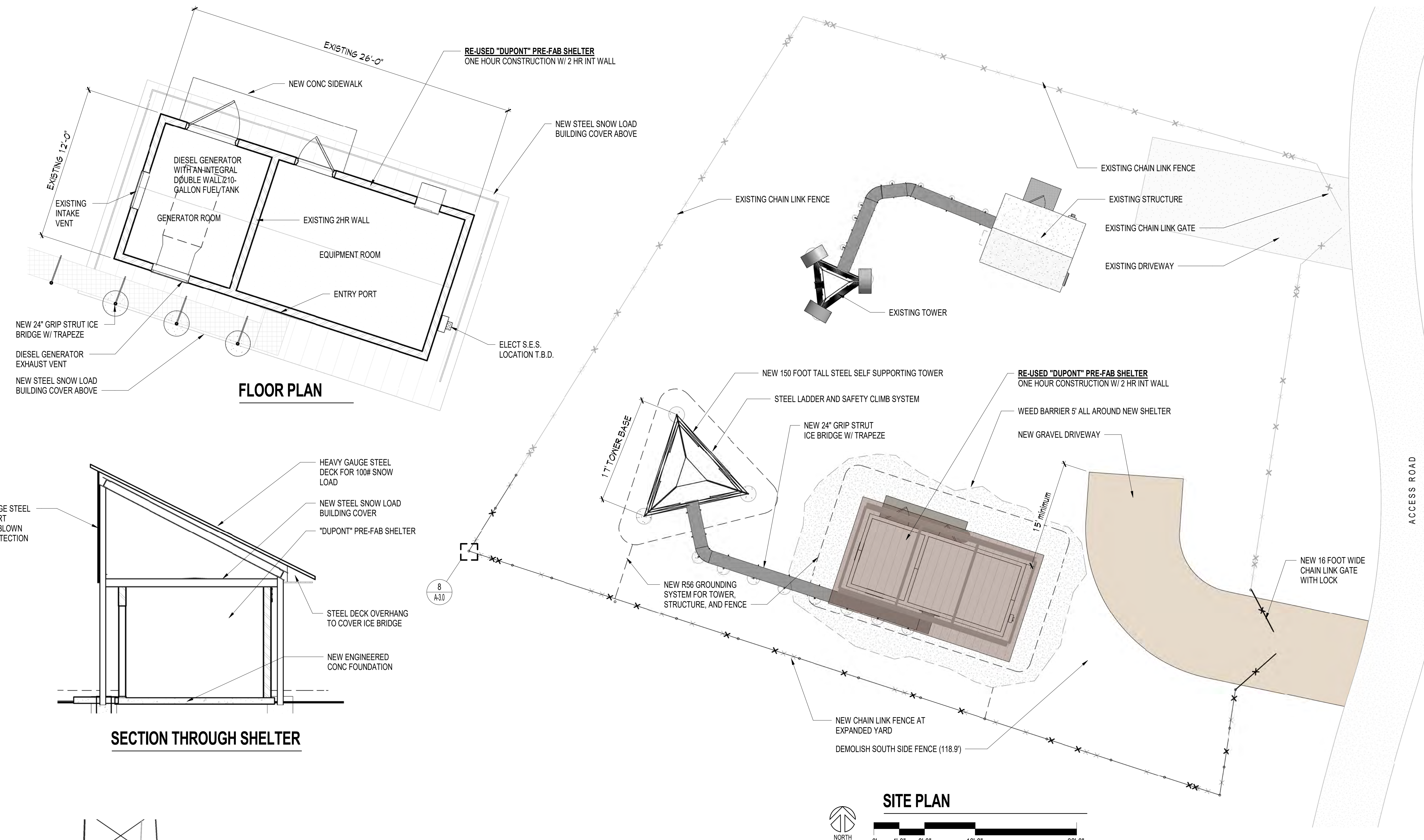
VICINITY MAP



**SHEET INDEX**

- A-0.0 COVER SHEET
- A-1.0 PLANS, SECTIONS AND ELEVATIONS
- A-2.0 3D SITE VIEWS
- A-3.0 DETAILS





FLOOR PLAN

SECTION THROUGH SHELTER

SITE PLAN

SOUTH ELEVATION

EAST ELEVATION

NORTH ELEVATION

WEST ELEVATION

APPLICABLE BUILDING CODES

- 2012 International Building Code
- 2012 International Fuel Gas Code
- 2012 International Plumbing Code
- 2012 International Mechanical Code
- 2014 National Electrical Code - (effective 08/18/2014)
- 2009 International Energy Conservation Code
- 2017 National Electrical Code - (effective 08-01-2017)

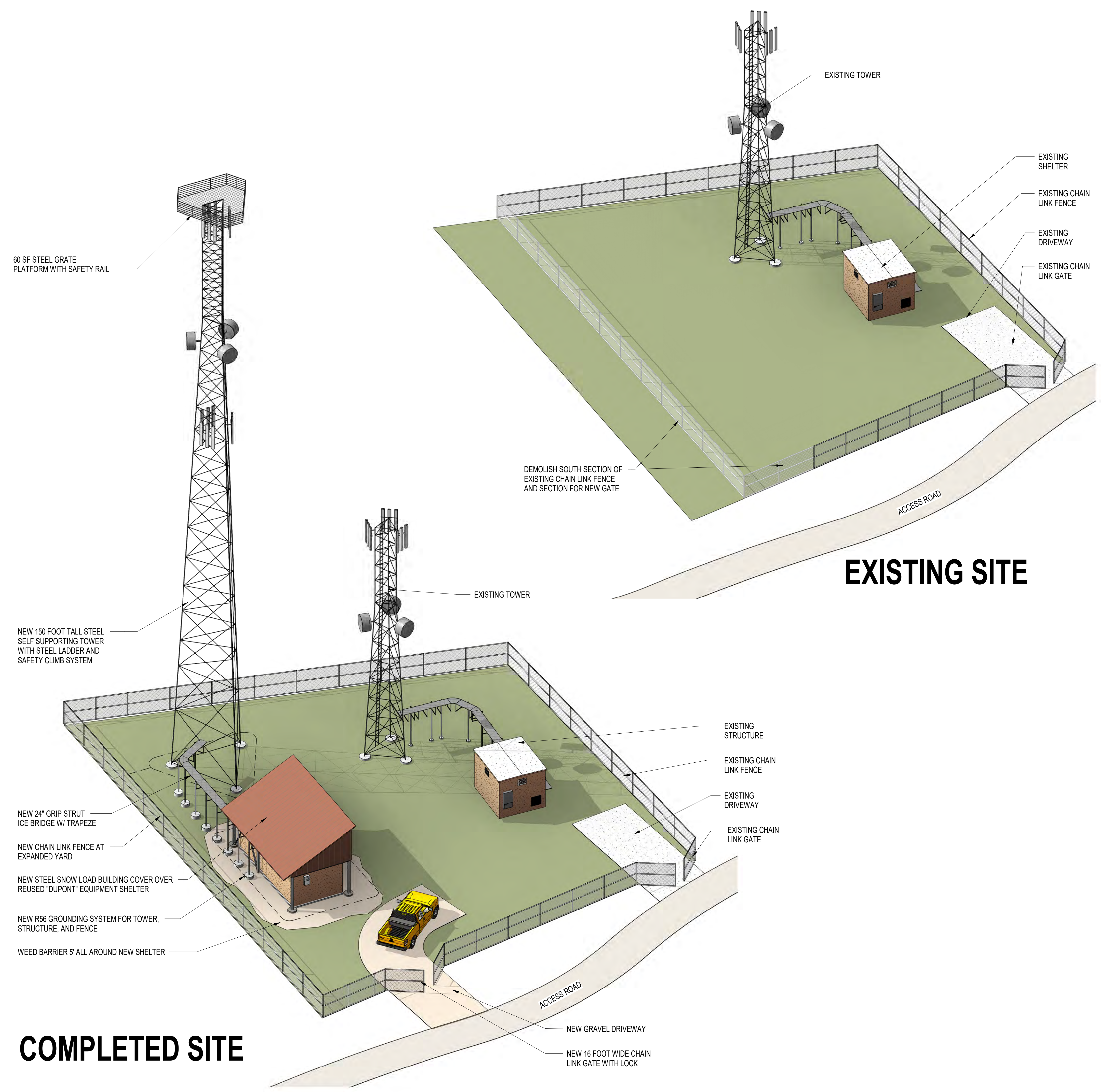
RISK CATEGORY IV TABLE 1604.5 2012 INTERNATIONAL BUILDING CODE CLASS III TOWER STRUCTURE

NO.	REVISION	DATE

PROJECT NO.: 2018.026  
DATE: MAR 23, 2018  
DESIGNED BY: PFS  
DRAWN BY: MRC  
APPROVED BY: PFS  
SHEET TITLE:  
ARCHITECTURAL PLANS, SECTIONS AND ELEVATIONS

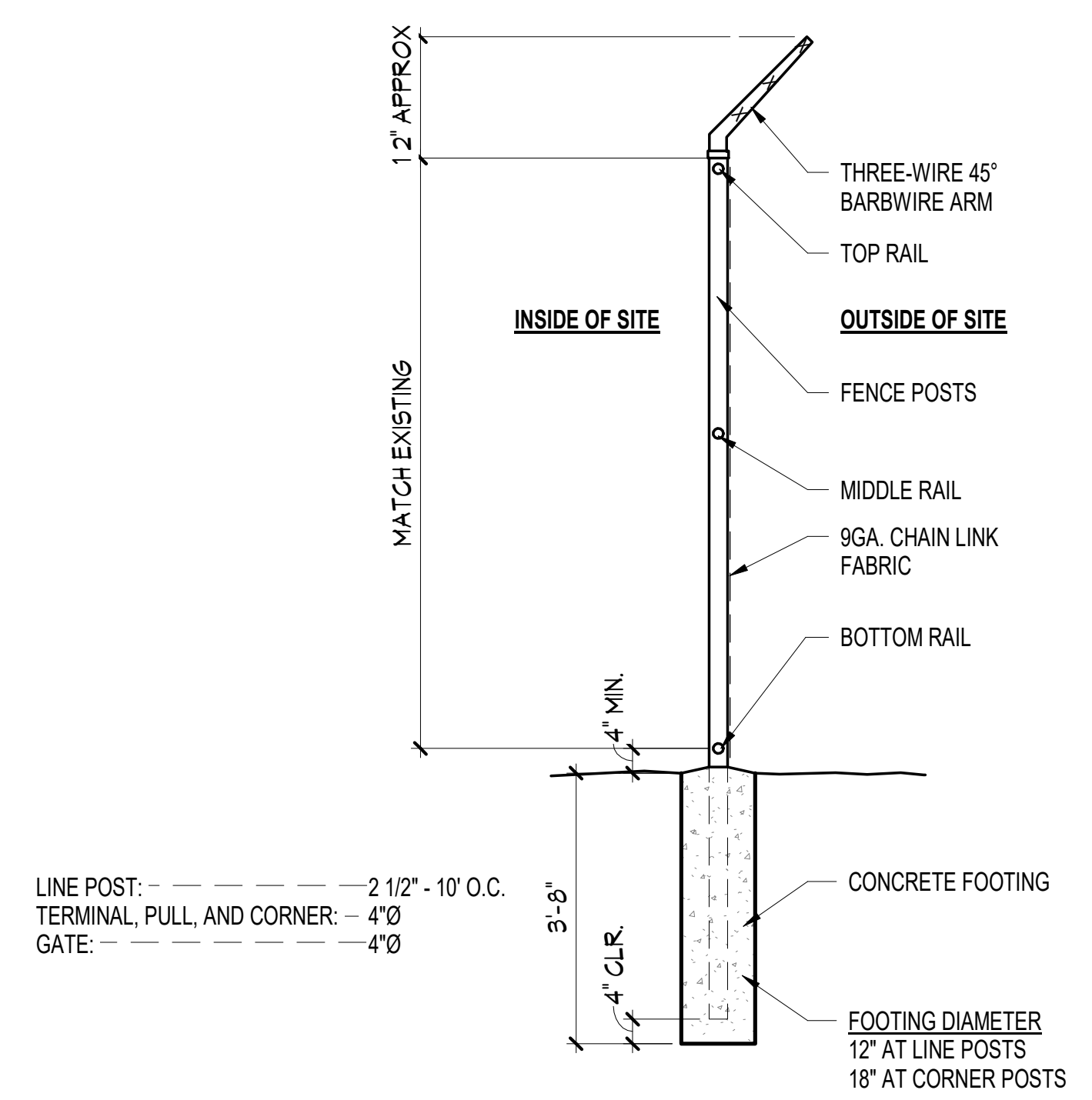
SHEET NUMBER:  
**A-1.0**



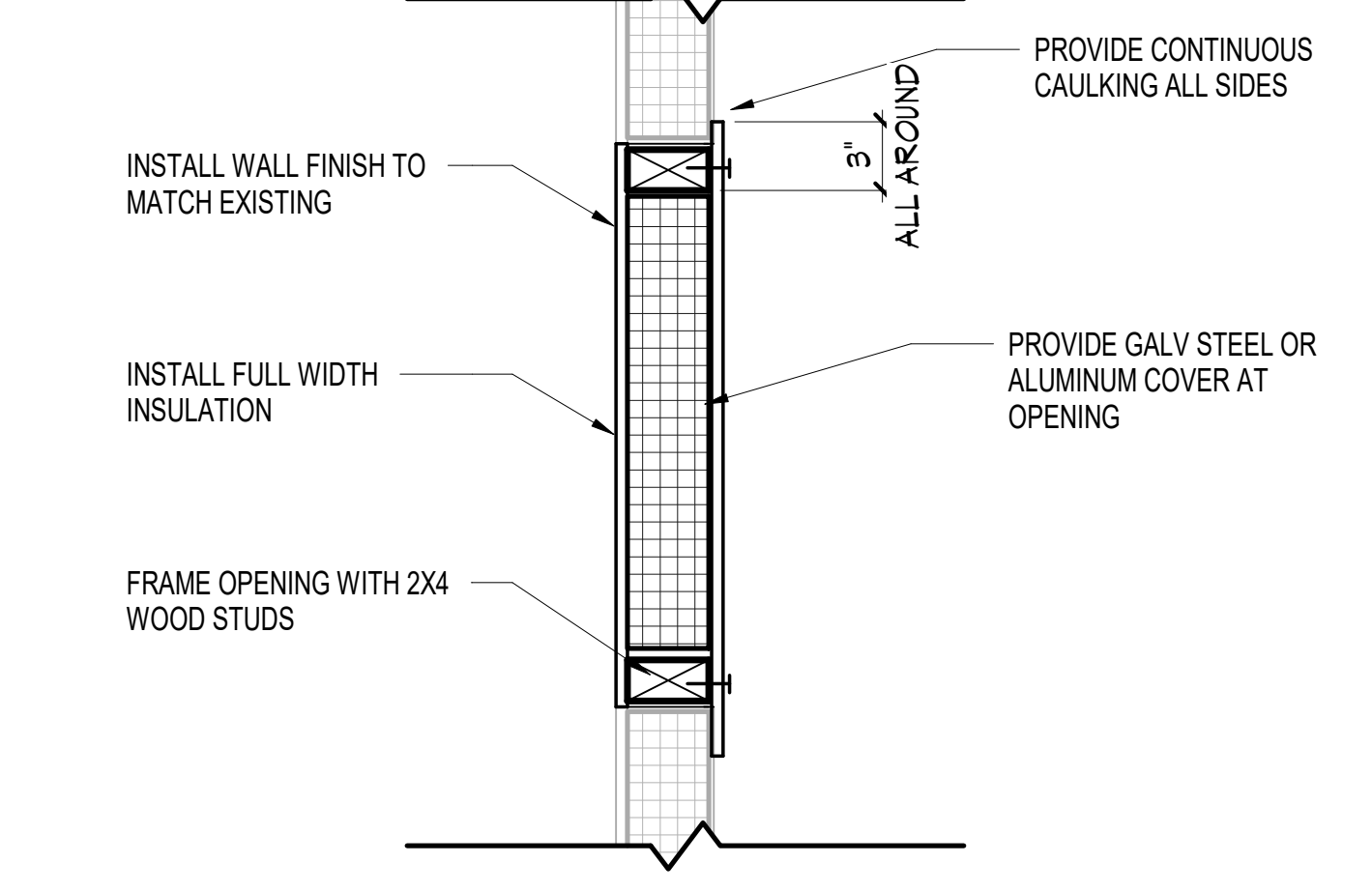




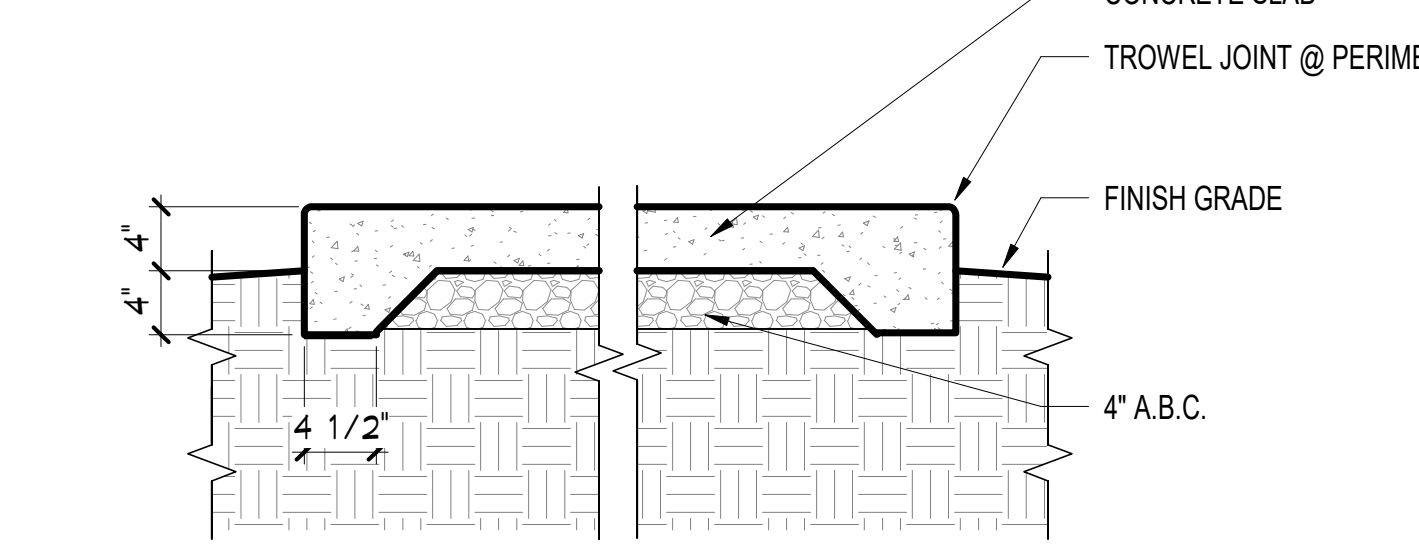
**8 CHAIN LINK FENCE**



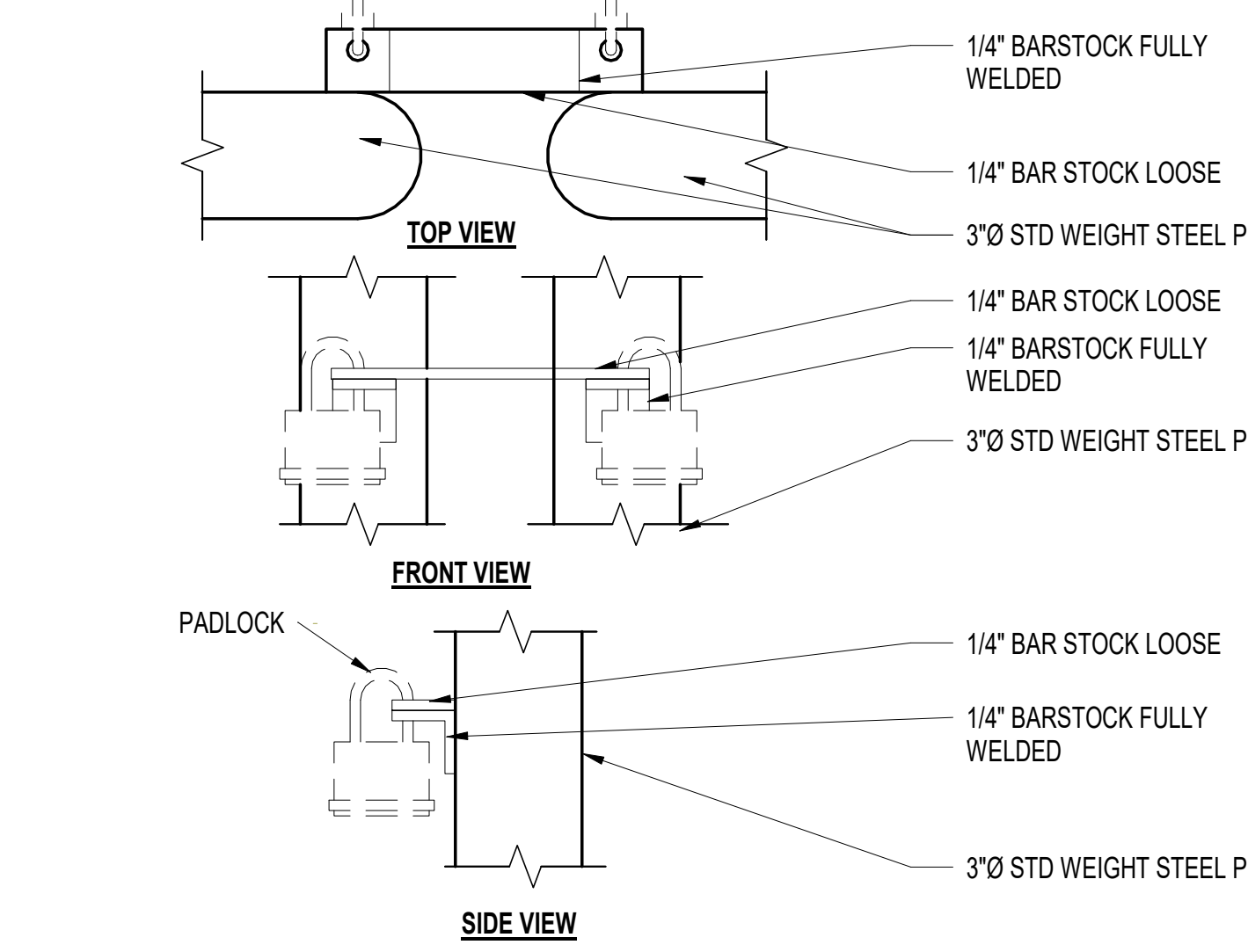
**4 ICE BRIDGE**



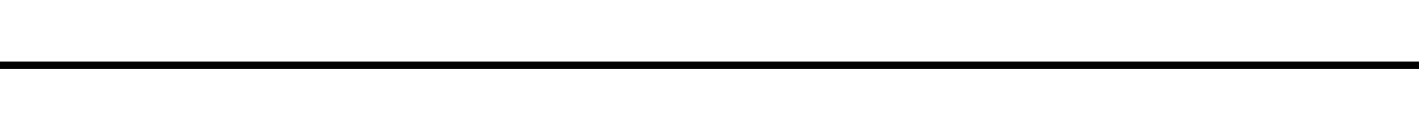
**5 PATCH OPENING AT EXISTING WALL**



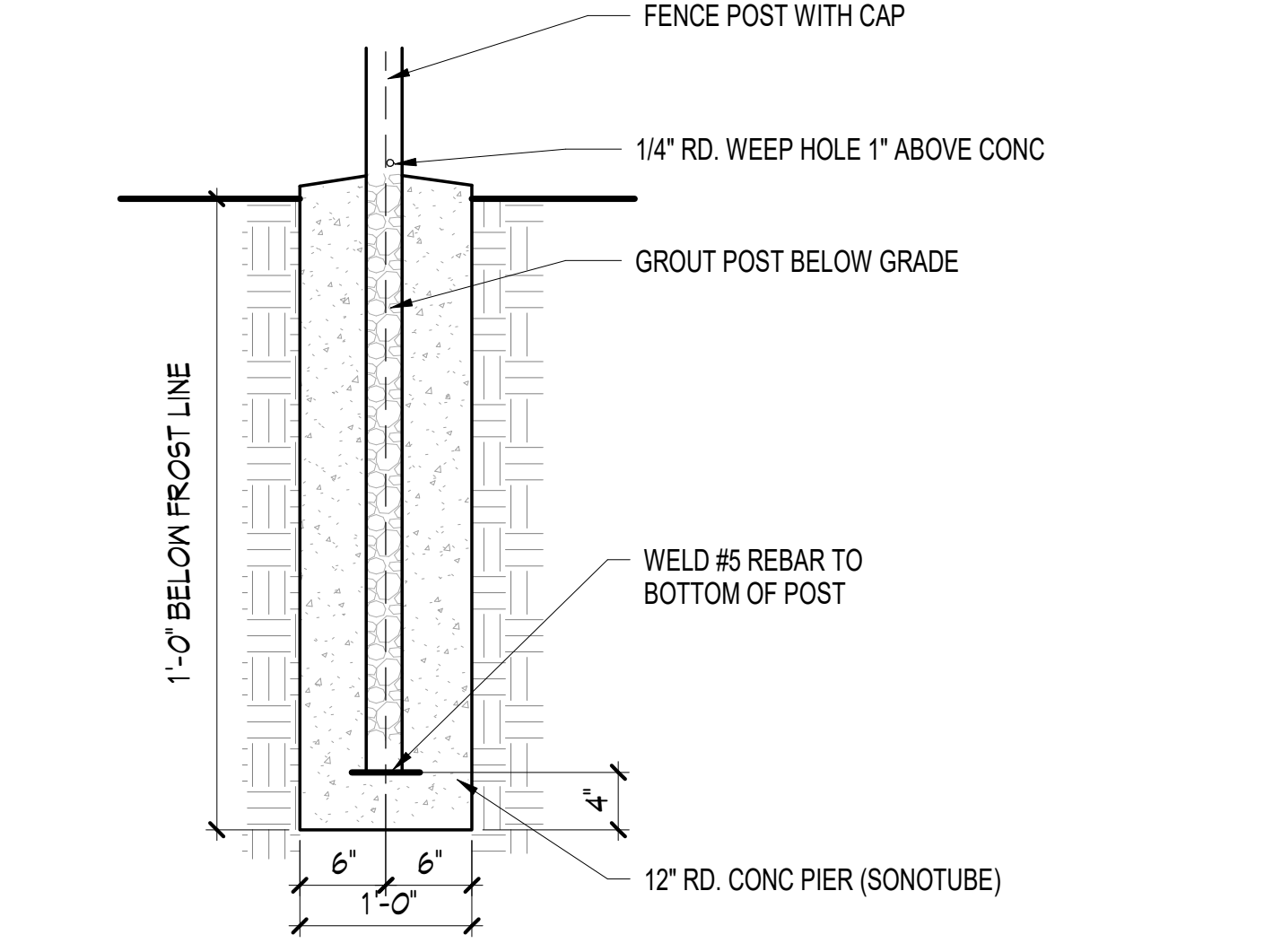
**6 SIDEWALK**



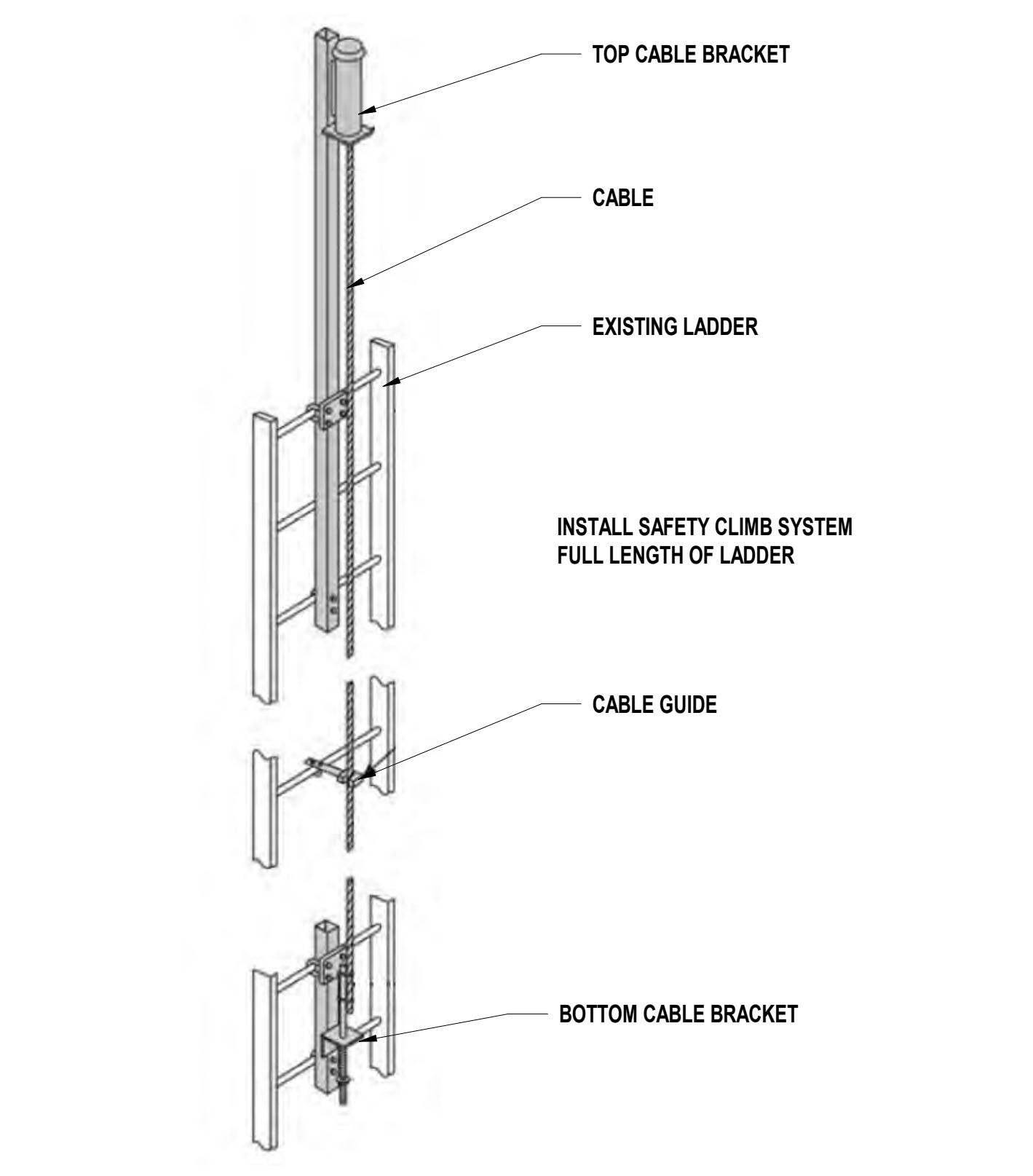
**7 PADLOCK HASP AT GATE**



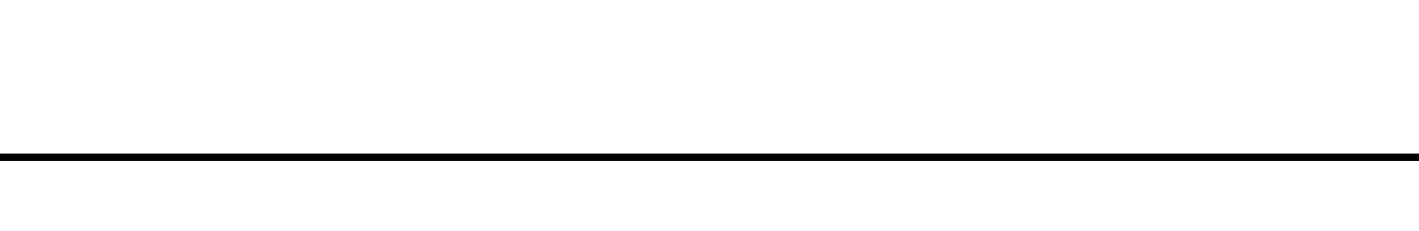
**1 NEW OPENING AT EXISTING WALL**



**2 POST FOOTING AT WAVEGUIDE**



**3 SAFETY CLIMB SYSTEM1**



NO.	REVISION	DATE

PROJECT NO.: 2018.026  
DATE: MAR 23, 2018  
DESIGNED BY: PFS  
DRAWN BY: MRC  
APPROVED BY: PFS

SHEET TITLE:  
ARCHITECTURAL DETAILS

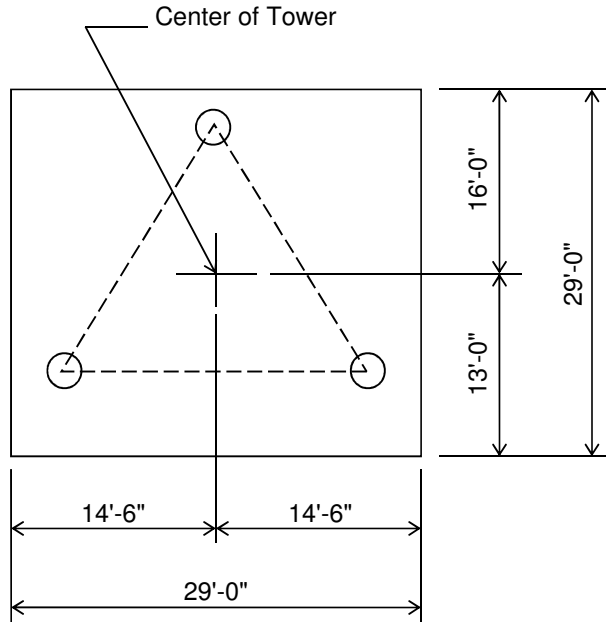
Design 1 with a 4'6" foundation MAT

**Customer: ADVANCED TOWER SERVICES INC**

**Site: Grand Mesa, CO**

150 ft. Model S3TL Series HD1 Self Supporting Tower At  
90 mph Wind with no ice and 50 mph Wind with 0.25 in. Ice per ANSI/TIA-222-G.

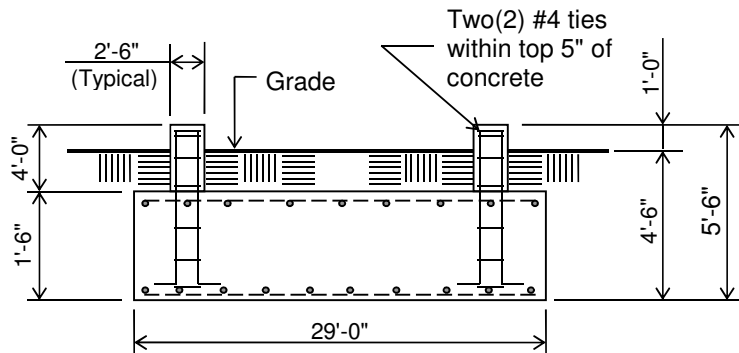
**PRELIMINARY -NOT FOR CONSTRUCTION-**



**PLAN VIEW**

**Notes:**

- 1). Concrete shall have a minimum 28-day compressive strength of 4500 PSI, in accordance with ACI 318-11.
- 2). Rebar to conform to ASTM specification A615 Grade 60.
- 3). All rebar to have a minimum of 3" concrete cover.
- 4). All exposed concrete corners to be chamfered 3/4".
- 5.) The foundation design is based on presumptive clay soil as defined in ANSI/TIA-222-G-2005. It is recommended that a soil analysis of the site be performed to verify the soil parameters used in the design.



**ELEVATION VIEW**

(48.9 Cu. Yds.)  
(1 REQD.; NOT TO SCALE)

CAUTION: Center of tower is not in center of slab.

- 6). The foundation is based on the following factored loads:  
Factored download (kips) = 23.91  
Factored overturn (kip-ft) = 4753.99  
Factored shear (kips) = 66.49

- 7). 3 ft of soil cover is required over the entire area of the foundation slab.

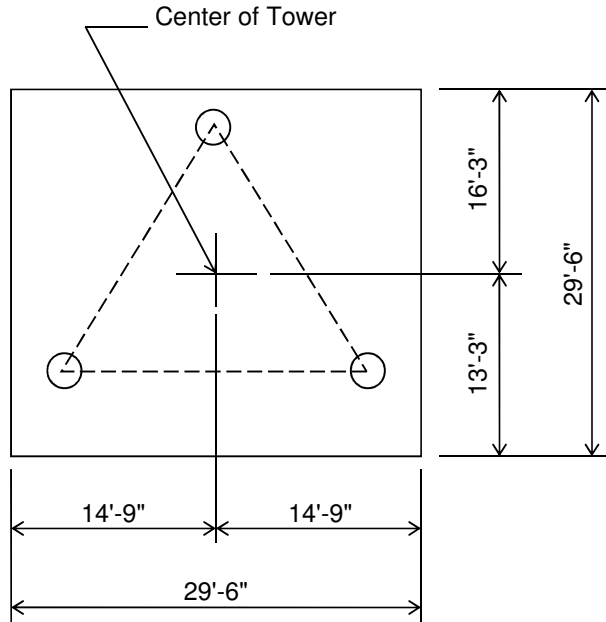
Rebar Schedule per Mat and per Pier	
Pier	(12) #9 vertical rebar w/ hooks at bottom w/ #4 Rebar ties, two (2) within top 5" of pier then 12" C/C
Mat	(52) #8 horizontal rebar evenly spaced each way top and bottom. (208 total)

Design 2 with a 4" foundation MAT

**Customer: ADVANCED TOWER SERVICES INC**  
**Site: Grand Mesa, CO**

150 ft. Model S3TL Series HD1 Self Supporting Tower At  
90 mph Wind with no ice and 50 mph Wind with 0.25 in. Ice per ANSI/TIA-222-G.

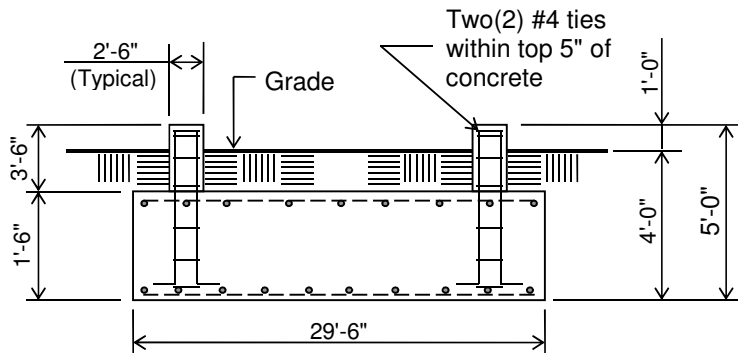
**PRELIMINARY -NOT FOR CONSTRUCTION-**



**PLAN VIEW**

**Notes:**

- 1). Concrete shall have a minimum 28-day compressive strength of 4500 PSI, in accordance with ACI 318-11.
- 2). Rebar to conform to ASTM specification A615 Grade 60.
- 3). All rebar to have a minimum of 3" concrete cover.
- 4). All exposed concrete corners to be chamfered 3/4".
- 5.) The foundation design is based on presumptive clay soil as defined in ANSI/TIA-222-G-2005. It is recommended that a soil analysis of the site be performed to verify the soil parameters used in the design.



**ELEVATION VIEW**

(50.26 Cu. Yds.)  
(1 REQD.; NOT TO SCALE)

CAUTION: Center of tower is not in center of slab.

- 6). The foundation is based on the following factored loads:  
Factored download (kips) = 23.91  
Factored overturn (kip-ft) = 4753.99  
Factored shear (kips) = 66.49

- 7). 2.5 ft of soil cover is required over the entire area of the foundation slab.

Rebar Schedule per Mat and per Pier	
Pier	(12) #9 vertical rebar w/ hooks at bottom w/ #4 Rebar ties, two (2) within top 5" of pier then 12" C/C
Mat	(58) #8 horizontal rebar evenly spaced each way top and bottom. (232 total)

**E. References**

<p>Drew Peterson <b>Pitkin County</b> Communications Project Engineer 485 Rio Grande Place Aspen, CO 81611 970-319-1426 <a href="mailto:drew.peterson@pitkincounty.com">drew.peterson@pitkincounty.com</a></p>	<p>John Kelley <b>Bureau Land Management</b> Contracting Officer PO Box 25047 Denver, CO 80225-0047 303-236-2626 <a href="mailto:jakelley@blm.gov">jakelley@blm.gov</a></p>
<p>Randy Mitchell <b>State of Colorado</b> Governor's Office of Information Technology 601 East 18th Avenue, Suite 180, Denver, Colorado 80203 (303) 764-7965 <a href="mailto:Randy.Mitchell@state.co.us">Randy.Mitchell@state.co.us</a></p>	

RFP-4484-18-DH  
City of Grand Junction

**F. Fee Proposal**

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**SECTION 7.0: SOLICITATION RESPONSE FORM  
RFP-4484-18-DH**

**“Design/Build Communication Tower, Shelter Foundation Construction, and Snow Load Building Cover at Grand Mesa”**

*Offeror must submit entire Form completed, dated and signed.*

**1) Total “Fixed Fee”, per scope/specifications:**

**TOTAL “FIXED FEE”** \$ 394,000.00

**WRITTEN:** three hundred ninety four thousand **dollars.**

-----  
*The Owner reserves the right to accept any portion of the work to be performed at its discretion*  
-----

The undersigned has thoroughly examined the entire Request for Proposals and therefore submits the proposal and schedule of fees and services attached hereto.

This offer is firm and irrevocable for sixty (60) days after the time and date set for receipt of proposals.

The undersigned Offeror agrees to provide services and products in accordance with the terms and conditions contained in this Request for Proposal and as described in the Offeror’s proposal attached hereto; as accepted by the Owner.

Prices in the proposal have not knowingly been disclosed with another provider and will not be prior to award.

- Prices in this proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
- No attempt has been made nor will be to induce any other person or firm to submit a proposal for the purpose of restricting competition.
- The individual signing this proposal certifies they are a legal agent of the offeror, authorized to represent the offeror and is legally responsible for the offer with regard to supporting documentation and prices provided.
- Direct purchases by the City of Grand Junction are tax exempt from Colorado Sales or Use Tax. Tax exempt No. 98-903544. The undersigned certifies that no Federal, State, County or Municipal tax will be added to the above quoted prices.
- City of Grand Junction payment terms shall be Net 30 days.
- Prompt payment discount of n/a percent of the net dollar will be offered to the Owner if the invoice is paid within n/a days after the receipt of the invoice.

RECEIPT OF ADDENDA: the undersigned Contractor acknowledges receipt of Addenda to the Solicitation, Specifications, and other Contract Documents.

State number of Addenda received: 2.

It is the responsibility of the Proposer to ensure all Addenda have been received and acknowledged.

Advanced Tower Services, Inc  
Company Name – (Typed or Printed)

  
Authorized Agent Signature

2417 Baylor Dr SE  
Address of Offeror

Albuquerque, NM 87106  
City, State, and Zip Code

Cliff Barbieri  
Authorized Agent – (Typed or Printed)

505-244-3321 x 115  
Phone Number

cliffb@adtwoway.com  
E-mail Address of Agent

3/30/2018  
Date

## **G. Additional Data**

### **Maximization of Colorado Workforce**

ATS/AW/REC collectively agree to keep a project going strong is to hire local sub-contractors and utilize local vendors and suppliers. We choose companies well-versed in the surrounding environment to include the soils, weather, local building codes, regulations, and standards. We are also true believers in encouraging growth of the local economy. We have a strict roll down contract policy which assures us as well as the project owner that we hire only competent local sub-contractors. We have found that it is cost effective and time efficient to hire local subcontractors, rent equipment locally, and utilize the local resources. This includes housing our crews in the community during the duration of the project and purchasing most of our materials from local vendors.

### **Sub-contractor Selection Criteria**

We follow a strict subcontractor selection process and we choose our subcontractors based on several factors including: our experience working with them on other projects, their professionalism, and the value of their end product.

We typically hire Sabre Industries to fabricate our towers. We have noticed that the level of service, quality of the product and cost of the product provides a better value for our customers.

We use the following checklist when hiring subcontractors:

- Contractor's license is current and valid in the jurisdiction we are working
- Insurance credentials are provided and are as required by the end user
- Experience with the subcontractor on comparable projects
- Verification of references with an emphasis on those for a similar scope of work, such as tower site construction
- Agreement and adherence to work within the general guidelines of our safety plan
- Ability to work within the project schedule
- Cost of the proposed subcontracted work

To manage subcontractors effectively on complex multi-phased projects we use the following systems and processes:

- Subcontract agreements to establish contract terms and performance timelines
- Daily written reports from each contractor to include progress photos
- Weekly payroll reports as required on scale wage projects
- Prompt subcontractor progress payments
- Site spot checks by superintendent and/or foreman



## **Safety Record and Employee Retention Efforts**

Over the past 17 years, we have had a very limited amount of workman's comp claims; and, those we have experienced have caused us to look at our safety program, re-evaluate our processes and procedures and make changes as needed. For example, in 2011 two of our employees were injured while offloading rebar from a transport trailer. This event caused us to change the methods and equipment we use to offload materials. ATS maintains a culture of safety that exceeds the basic OSHA standard. All ATS personnel have embraced a behavioral based safety program which is closely monitored by all members of management. As part of our due diligence, our staff holds frequent safety training classes including driver education, CPR/FA, crane operator safety, hazard communications, rigging, fall protection, RF Safety Awareness, OSHA 10 and 30, plus many other topics.

ATS requires a Job Hazard Analysis (JHA) to be performed by the office staff prior to the pre-construction meeting. The JHA requires all team members, including foremen and crew attend and understand the risks and hazards they could face at the jobsite. The JHA is a detailed plan of action to be taken in the event of an accident. Upon arrival to the jobsite, the onsite superintendent is responsible for performing a Site Safety Audit. NATE, the National Association of Tower Erectors, as part of our membership duties, requires that every project be audited upon arrival to the jobsite for any hazards that may have been missed or unforeseen in the JHA. These audits are turned into NATE on a quarterly basis for review.

On a daily basis, the crew is required to perform a pre-task daily safety meeting. The superintendent/foreman is assigned a general topic of safety (i.e. proper P.P.E., staying hydrated in all types of weather, etc) which he is required to discuss with his crew. After the assigned topic, the superintendent discusses the specific tasks for the day and the hazards and safety precautions assigned in the JHA to those specific tasks.

Our employee turn-over rate is below 5% and we retain our employees simply by treating them the way we want to be treated. We pay a fair wage, we are flexible when we need to be, we listen to the crews in the field and implement their ideas when possible, and we offer affordable health and retirement benefits. We encourage and support our employees' growth through various technical training events and safety training classes.

# *American Institute of Steel Construction*

*is proud to recognize that*

## **Sabre Industries**

*maintains operations located at*

7101 South Bridge Drive, Sioux City, IA

*that successfully meet the quality certification requirements for*

**Standard for Steel Building Structures**



---

Charles J. Carter



**217051021-08INIT**

---

Certification Number

Certification valid through: **October 2018**

## Cliff Barbieri, President, Lead Project Manager



### Accreditations:

- FCC First Class License
- Comtrain Tower Fall Protection and Tower Rescue, Certified Instructor
- Qualifying Party on New Mexico and Arizona Licenses
- Build Turn-key Sites
- Replace Antennas and Lines
- Plumb and Tension Towers
- Schedule Daily Duties for all Tower Crew
- NM Crane Operators License
- Andrews Connectors and Ground Kits Certified
- Commscope Certified
- Anritsu Site Master
- OSHA 10/30 Construction Safety and Health

### Professional Memberships:

- Primary Voting Member of NATE (National Association of Tower Erectors)
- Board Member of NATE Family Tower Foundation
- Board Member of USMSS (US Motorola Service Shops)

### Years of Experience:

42 Years

### Years with Firm:

21 Years

### BACKGROUND

Cliff has been working in radio communications since 1972 as an Avionics Tech for the U.S. Air Force. After leaving the Air Force in 1977, in 1978 Cliff went to work for Motorola as a Two-Way Communications Technician and was then promoted to Group Leader. In 1986 he became a Branch Manager for three Motorola Two-Way Communications Sales and Service Locations. In 1994 as a part of a decision by Motorola to transition Sales and Service Locations to private ownership, Cliff started his own Motorola Dealership, Advanced Communications and Electronics, Inc. He has spent the last 21 years developing his company which is recognized as the leading Motorola Sales and Service Company in the Southwest earning Motorola's Premier Service Partner designation and prestigious MotoStar Award of Excellence. Cliff's daily work consists of project technical planning, bidding, and general strategic oversight for both companies. Cliff will oversee this project by providing management and counsel to the Onsite Superintendent and Administrative Support Staff.

### PROJECT EXPERIENCE

City of Phoenix Dove Valley Public Safety Communications Site  
Phoenix, AZ

160' Tower Installation and Equipment Building / \$640,359

Pinal County Sheriff's Office Communication Tower  
Tucson, AZ

180' Tower Installation / \$229,988

City of Phoenix South Mountain Public Safety Communications Tower  
Site Replacement  
Phoenix, AZ

250' Tower Installation and Demolition of existing Tower / \$660,000

Parsons Government Infrastructure CBP Douglas  
Douglas, AZ

New Site Build / \$410,512

Parsons Government Infrastructure CBP Nogales  
Nogales, AZ

New Site Build / \$621,557

Parsons Government Infrastructure CBP Romeo  
Nogales, AZ

Site Upgrade / \$159,477

Penasco Valley Telephone  
Loco Hills, NM

New Site Build / \$215,884

## Terry Tipton, Lead Superintendent



### Accreditations:

- Comtrain Tower Fall Protection and Tower Rescue, Certified Instructor
- Qualifying Party on New Mexico, Nevada, and Arizona Licenses
- Build Turn-key Sites
- Replace Antennas and Lines
- Plumb and Tension Towers
- Manage and Control Daily Duties for all Tower Crew
- NM Crane Operators License
- Andrews Connectors and Ground Kits Certified
- Commscope Certified
- Anritsu Site Master
- OSHA 10/30 Construction Safety and Health

### Professional Memberships:

Primary voting member of NATE (National Association of Tower Erectors)

### Years of Experience:

21 Years

### Years with Firm:

21 Years

### BACKGROUND

Terry has been our Superintendent since 1994, before Advanced Communications and Advanced Tower Services were split into two companies. His main responsibility is managing the field crews. Terry's experience includes coordinating field efforts, subcontractors, vendors, deliveries and he maintains a high level of professionalism both on and off the job site. Terry is directly in charge of the field crew and works as a liaison between the field and the office operations. Terry holds the proper licensing and is experienced in all phases of tower and tower site construction.

### PROJECT EXPERIENCE

City of Phoenix Dove Valley Public Safety Communications Site  
Phoenix, AZ

160' Tower Installation and Equipment Building / \$640,359

Pinal County Sheriff's Office Communication Tower  
Tucson, AZ

180' Tower Installation / \$229,988

City of Phoenix South Mountain Public Safety Communications Tower  
Site Replacement  
Phoenix, AZ

250' Tower Installation and Demolition of existing Tower / \$660,000

City of Phoenix Towers Mountain Public Safety Communications Site  
Phoenix, AZ

2 Story Operations Building / \$915,392

Parsons Government Infrastructure CBP Nogales  
Nogales, AZ

New Site Build / \$621,557

State of Colorado Walton Mountain  
Steamboat Springs, CO

Shelter Replacement and Demolition / \$708,737

State of Colorado Coaldale Mountain Communication Tower  
Replacement  
Coaldale, CO

40' Tower Installation with Microwave Dis installs and Demolition of  
existing Tower / \$92,000

State of Colorado North Mountain Communications Tower  
Colorado Springs, CO

145' Guyed Tower Installation with new Microwave Dishes / \$321,480



Accreditations:

- Build Turn-key Sites
- Replace Antennas and Lines
- Manage and Control Daily Duties for Tower Crew
- Signal/Rigging Certified
- Andrews Connectors and Ground Kits Certified
- Commscope Certified
- Anritsu Site Master
- OSHA 10 Construction Safety and Health
- CPR/FA
- Defensive Driving
- Excellent safety record
- NATE/

Professional Memberships:

- NATE (National Association of Tower Erectors)

Years of Experience:

20 Years

Years with Firm:

5 Years

BACKGROUND

Joel has over 20 years' experience in the tower industry. Joel's expertise lies in all phases of tower and tower site construction. He manages his crew and subcontractors well and keep daily tasks organized thus keeping his projected construction schedule on time and on budget. Joel's experience includes heavy machinery operation, installation of tower and shelter foundations, grounding to FAA 19E specifications and Motorola's R56 grounding specifications, tower modifications, assembly and erection of new towers.

PROJECT EXPERIENCE

Parsons Government Infrastructure CBP Douglas  
Douglas, AZ  
New Site Build / \$410,512

Parsons Government Infrastructure CBP Nogales  
Nogales, AZ  
New Site Build / \$621,557

Parsons Government Infrastructure CBP Romeo  
Nogales, AZ  
Site Upgrade / \$159,477

Penasco Valley Telephone  
Loco Hills, NM  
New Site Build / \$215,884

State of Colorado  
Sunlight Peak Tower Replacement/\$287,112

State of Colorado  
Multiple Site Tower Replacement Projects 2017  
Reiradon, La Veta, Buckhorn / \$ 875,108





**EDUCATION:**

Bachelor of Architectural  
Technology & Urban Design  
New York Institute of  
Technology, 1990

**LICENSES:**

Arizona #27505  
Colorado #402507  
Nevada #5859  
New Mexico #4752  
Hawaii # 16402  
Utah 10327980-0301  
New Jersey 21AI02001400  
Oklahoma #a7034  
Alabama #7875

NCARB 61979

DQCM Certificate from  
NAVFAC and USACE

**YEARS WITH FIRM: 23**

**TOTAL YEARS OF  
EXPERIENCE: 30**

**BACKGROUND**

Peter has been with Arrington Watkins and is now an Owner and Principal. Peter has performed a broad spectrum of design related tasks and has managed a wide range of projects from \$1M to \$250M in construction costs. Peter has completed several security and master plan efforts for various State and Federal agencies. His experience includes providing completed design services from napkin sketches all the way through to construction administration and owner occupancy. Peter has designed and managed the completion of 40,000 justice beds and counting totaling over \$1B in completed costs.

As principal designer, Peter's main responsibility will be the development of the final project design, development of the schedule and man power allocations, and QA/QC. Peter will be the day-to-day contact between ATS and this team ensuring the project is completed on schedule and within budget.

**RELEVANT PROJECT EXPERIENCE**

**City of Phoenix Dove Valley Public Safety Communications Site** – Phoenix, AZ  
160 Foot Tower and Equipment Building / \$640,359

**City of Phoenix Towers Mountain Public Safety Communications Site** – Phoenix, AZ  
2 Story Operations Building / \$915,392

**Pinal County Sheriff's Office Communication Tower** – Tucson, AZ  
180 Foot Tower / \$229,988

**ASU West Public Safety Communications Site** – Phoenix, AZ  
130 Foot Tower and Equipment Building / \$712,606

**Thomas Road / Arcadia Public Safety Communications Site** – Phoenix, AZ  
120 Foot Tower and Equipment Building / \$855,397

**Walton Mountain Replacement Communication Tower Shelter** – Steamboat Springs, CO  
\$800,000 estimated

**State of Colorado – four additional projects** – Colorado Springs, CO  
145' Guyed Tower Installation with new microwave dishes / \$321,480





**PERFORMANCE BOND**

**CONTRACTOR:**

*(Name, legal status and address)*

Advanced Tower Services, Inc.  
2417 Baylor Rd SE, Albuquerque, NM 87106

**OWNER:**

*(Name, legal status and address)*

City of Grand Junction Colorado  
250 N. 5th Street, Grand Junction, CO 81501

**CONSTRUCTION CONTRACT**

Date: June 22, 2018

Amount: \$381,000.00      Three Hundred Eighty One Thousand Dollars  
and 00/100

**Description:**

*(Name and location)*

Design/Build Communication Tower, Shelter Foundation Construction, and Snow Load Building Cover at  
Grand Mesa RFP-4484-18-DH

**BOND**

Date: June 29, 2018

*(Not earlier than Construction Contract Date)*

Amount: \$381,000.00      Three Hundred Eighty One Thousand Dollars and 00/100

Modifications to this Bond:

None

See Section 16

**CONTRACTOR AS PRINCIPAL** *(Corporate Seal)*

Company: Advanced Tower Services, Inc.

Signature:

Name: Cliff Barbieri  
and Title: President

**SURETY**

*(Corporate Seal)*

Company: North American Specialty Insurance Company

Signature:

Name: Susan D. Martin  
and Title: Attorney-in-Fact



This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

This document combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

*(Any additional signatures appear on the last page of this Performance Bond.)*

*(FOR INFORMATION ONLY – Name, address and telephone)*

**AGENT or BROKER:**

HUB International Insurance Services, Inc  
P.O. Box 90756  
Albuquerque, NM 87199  
505-828-4000

**OWNER'S REPRESENTATIVE:**

*(Architect, Engineer or other party:)*

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this bond, except when applicable to participate in a conference as provided in Section 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after
  - .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
  - .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
  - .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
  - 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
  - 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
  - 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
  - 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
    - .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
    - .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
6. If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.



7. If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for
  - .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
  - .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
  - .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
8. If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.
9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.
10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
12. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
14. **Definitions**
  - 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
  - 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
  - 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
  - 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
  - 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.
15. If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this bond are as follows:

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL** *(Corporate Seal)*

**SURETY**

*(Corporate Seal)*

Company:

Company:

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name and Title:

Name and Title:

Address

Address

## PAYMENT BOND

**CONTRACTOR:**

*(Name, legal status and address)*

Advanced Tower Services, Inc.  
2417 Baylor Rd SE, Albuquerque, NM 87106

**SURETY:**

North American Specialty Insurance Company  
5200 Metcalf OPN111 , Overland Park, KS 66202 - 1391

**OWNER:**

*(Name, legal status and address)*

City of Grand Junction Colorado  
250 N. 5th Street, Grand Junction, CO 81501

**CONSTRUCTION CONTRACT**

Date: June 22, 2018

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

This document combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

Amount: \$381,000.00      Three Hundred Eighty One Thousand Dollars and 00/100

**Description:**

*(Name and location)*

Design/Build Communication Tower, Shelter Foundation Construction, and Snow Load Building Cover at Grand Mesa RFP-4484-18-DH

**BOND**

Date: June 29, 2018

*(Not earlier than Construction Contract Date)*

Amount: \$381,000.00      Three Hundred Eighty One Thousand Dollars and 00/100

Modifications to this Bond:     None       See Section 18

**CONTRACTOR AS PRINCIPAL**    *(Corporate Seal)*

Company: Advanced Tower Services, Inc.

**SURETY**    *(Corporate Seal)*

Company: North American Specialty Insurance Company

Signature: 

Name      Cliff Barbieri  
and Title:    President

*(Any additional signatures appear on the last page of this Payment Bond.)*

Signature: 

Name      Susan D. Martin  
and Title:    Attorney-in-Fact



*(FOR INFORMATION ONLY – Name, address and telephone)*

**AGENT or BROKER:**

HUB International Insurance Services, Inc

P.O. Box 90756

Albuquerque, NM 87199

505-828-4000

**OWNER'S REPRESENTATIVE:**

*(Architect, Engineer or other party:)*



1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.
5. The Surety's obligations to a Claimant under this Bond shall arise after the following:
  - 5.1 Claimants, who do not have a direct contract with the Contractor,
    - .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
    - .2 have sent a Claim to the Surety (at the address described in Section 13).
  - 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).
6. If a notice of non-payment required by section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.
7. When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
  - 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
  - 7.2 Pay or arrange for payment of any undisputed amounts.
  - 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
13. Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
15. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

## 16. Definitions

16.1 **Claim.** A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

16.2 **Claimant.** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

16.3 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.





SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Overland Park, Kansas, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Overland Park, Kansas, each does hereby make, constitute and appoint: Susan D. Martin

Principal: Advanced Tower Services, Inc.

Bond Number: 2273410

Obligee: City of Grand Junction Colorado

Bond Amount: See Bond Form

Bond Description: Design/Build Communication Tower, Shelter Foundation Construction, and Snow Load Building Cover at Grand Mesa RFP-4484-18-DH

Its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By [Signature] Steven P. Anderson, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company



By [Signature] Michael A. Ito, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 12th day of October, 2017.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

On this 12th day of October, 2017, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature] M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 29th day of June, 2018.

[Signature] Jeffrey Goldberg, Vice President & Assistant Secretary of Washington International Insurance Company & North American Specialty Insurance Company

