

Nelson County Wireless Tower Solution Request for Proposal # 2012-SC012ANetWTS

Issue
November 21, 2012

Q&A Deadline
December 7, 2012@ 5:00 PM EST

Proposal Due
December 12, 2012@ 5:00 PM EST





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PUBLIC NOTICE
November 21, 2012
Request for Proposal #2012-SC012ANetWTS
Wireless Tower Solution

Nelson County, Virginia (The County) is seeking qualified companies to submit proposals to provide a wireless tower solution for the Nelson County Broadband Network. The Nelson County Broadband Network is an Open Access, Middle Mile network that will integrate a fiber optic and wireless backhaul outside plant and communication towers to provide wholesale high bandwidth connectivity to participating Service Providers' commercial and residential end-users throughout Nelson County. This Request for Proposal (RFP) is for the wireless tower solution for the Nelson County Broadband Network project.

This Request for Proposals (RFP) seeks offerings and information from experienced telecommunications tower vendors engaged in the business of providing towers for fiber networks. The County desires to receive proposals from qualified applicants that understand the goals and objectives of the network and can demonstrate the ability and resources to offer said services. The County will give preference to those that (1) have a complete solution that includes installation; (2) have a sufficient, trained workforce available to complete the work in a timely manner; (3) pricing; (4) demonstrates quality performance and experience; (5) is responsive to the RFP and (6) offer the best proposal for the benefit of Nelson County.

The applicant must follow the outline and requirements of the RFP. Proposals are due December 12, 2012. This is an open invitation issued in accordance with the Competitive Negotiation Procedures in Section §2.2-4311 of the Code of Virginia, whereby the County may select, in its sole judgment, the proposal that best serves the interests of the residents of Nelson County. Minority and/or female owned businesses or firms and Local (Section 3) County businesses or firms are encouraged to apply. Nelson County is an Equal Opportunity Employer and does not discriminate against Faith Based Organizations.

The RFP is available on the Nelson County Website www.nelsoncounty.com. Any questions and contact information must be directed in writing via email to Nelson@iconengineering.net or via fax to (770) 592-7363.

All proposals will be evaluated and the County, in its sole judgment, may select any of the proposals or none of them as a result of the RFP process.

This project is funded by a grant from the Department of Commerce, Broadband Technology Opportunities Program as authorized by the American Recovery and Reinvestment Act of 2009 and with Virginia Community Development Block funds. The purpose of the grant is fund the construction of a middle mile network delivering broadband services to community anchor institutions, and providing access to private providers on an open access basis to enable broadband service delivery to unserved and underserved areas of Nelson County.

By Authority of the Nelson County Board of Supervisors

P.O. Box 336 • Lovington, VA 22949 • 434-263-7000 • Fax 434-263-7004 • www.nelsoncounty.com



DEFINITIONS

<i>Text or Acronym</i>	<i>Description</i>
Vendor	The company or team of companies that submits a proposal
ARRA	American Recovery and Reinvestment Act
Authority	The Nelson County Broadband Authority (NCBA) was established under Virginia Law as an entity authorized to offer telecommunications services and manage the County-owned network assets
Appurtenances	Appurtenances include, but are not limited to antennas and mounts, coaxial transmission lines, waveguides, radomes, transmission line hangers, cable ladders, climbing ladders and safety devices, lightning rods, tower mounted amplifiers, grounding straps and/or wire, ice shields and lighting fixtures.
CVEC	Central Virginia Electric Cooperative
End-User	The customer who receives services of data, voice, video or any or all of those services from a service provider
HUT	A climate controlled building designed to house network electronics
IAP	Internet Access Provider: The entity providing wholesale access to the internet
IRU	Indefeasible Right of Use
ISP	Internet Service Provider
Listed	Equipment or materials included in Motorola Standard R65-2005, Standards and Guidelines for Communications Sites or standards referenced in that document for sections referencing the Motorola Standard. Otherwise standards for materials or equipment referenced in the Building Codes adopted by Nelson County.
NCBA	Nelson County Broadband Authority established under Virginia Law as an entity authorized to offer telecommunications services and manage the County-owned network assets
Network	The Nelson County Middle Mile fiber and wireless network
NAP	Network Access Point
Nelson County	The Owner of the Network
Network Electronics Solution	All electronics required to provision, monitor and transport voice, video and data signals between the NOC and the end user and receive and transmit signals between providers and the network.
Network Operator	That entity that will operate the network from the NOC to the ONT and Nelson County direct customers
NID	Network Interface Device: The NID is the end use device on the Authority Network. It is the demarcation point at an end user site where the broadband signal is returned to the control of the provider. The NID is owned, maintained and provisioned under the direction of the Authority. It is also know by other acronyms including ONT (Optical Networking Terminal). The use of the term is generic and does not indicate a preference for any given vendor



<i>Text or Acronym</i>	<i>Description</i>
NOC	Network Operation Center 83 Courthouse Square Lovingson, VA
OLT	Optical Line Terminal
ONT	Optical Networking Terminal, interchangeable with NID. <i>Device may have voice, video and data ports or data ports only. Data ports shall be interpreted to include voice and video ports for purposes of this RFP</i>
OSP	Outside plant: the physical fiber optic plant outside of the NOC
OSS/BSS	Operations support systems and business support systems: Telecom OSS and BSS are software systems that support operational network processes. OSS's track network inventory, assets and provisioning of services, while BSS's deal with customer relationship management (CRM) and processes including taking orders, processing bills and collecting payments
POP	Point of Presence
QoS	Quality of service: A guaranteed acceptable level of service of data flow for assigned services
RFP	Request for Proposal
Service Drop	The connection from a pole or vault to the ONT placed on the house or building
Service Provider	Those entities that will provide end user services and will service those customers from the ONT to the end user appliances
SLA	Service Level Agreement
Tower(s)	Communication towers that are owned by Nelson County or connected to the network via fiber with backhaul support



REQUEST FOR PROPOSAL (RFP) # 2012-SC012ANETWTS—NETWORK TOWER SOLUTION FOR THE NELSON COUNTY BROADBAND NETWORK

INTRODUCTION

Nelson County, Virginia is seeking qualified companies to submit proposals to provide a tower solution to support wireless services to be provided over the Nelson County broadband network. The purpose of this RFP is to allow prospective Vendors to provide their solution(s) including but not limited to the tower and foundation engineering, tower and materials, and erection services for a single tower. Both sites will require ancillary improvements including fencing, grounding systems and new electrical service. It is the intent of this RFP to result in a contract with a Vendor that offers the best solution at the most reasonable cost. Nelson County is interested in exploring all reasonable and viable proposals.

BACKGROUND

Nelson County is located in central Virginia, between Charlottesville and Lynchburg, along the eastern slope of the Blue Ridge Mountains. Nelson County is a rural county with a population of approximately 15,000 residents. There are 6,300 residential dwellings, and 600 commercial premises, according to the latest census information. Nelson County has no incorporated towns or cities, and the seat of its government is the County Courthouse located in the village of Lovingston, VA.

NETWORK AND TOWER OVERVIEW

The Nelson County Middle Mile Broadband Project lays out a fiber optic and wireless backbone network that will provide connectivity for high-speed Internet access and other telecommunications services to residents and businesses throughout the County. The network will begin at a secure Point of Presence (POP), sometimes referred to as the network operations center (NOC) facility built adjacent to the Nelson County Courthouse in Lovingston, VA.

From the POP, the Authority is building approximately 31 miles of 144 and 288 count fiber cable that will serve as the backbone for the network. The fiber outside plant (OSP) is a point to point deployment entirely underground with fiber deployed within 2 ½ inch conduit. The fiber backbone will be connected to four communication towers located strategically around the County from which Wireless Internet Service Providers may provide high-speed services to residences and businesses. The fiber will provide high bandwidth transport from the tower sites to the NOC or HUT(s) located at the towers for Service Providers to aggregate their traffic. Two of these towers, one at the Martins Store electric substation (Intersection of Highways 6 and 151) and one at the Rockfish Valley Volunteer Fire and Rescue Department (11100 Rockfish Valley Highway) are under construction. The third tower to be constructed in the Massies Mill area of Nelson County is currently being permitted. Construction is scheduled to begin in early January of 2013. It will be served via wireless connections only.

MAJOR INSTALLATION COMPONENTS

- Design and install foundations for the tower and an electronics cabinet.
- Engineer, furnish and install monopole tower
- Install a cabinet to house network electronics.
- Furnish and install external site and tower grounding



- Install new power service
- Furnish and install perimeter fencing for both sites
- Finish grade and landscaping
- Install one microwave antenna and wiring on the Massies Mill site, two microwave antennas on the Devils Knob site and one at the Martin's Store site. Run coaxial cable from the antennas to the cabinet.
- Install and connect power to an electronics cabinet (provided by Nelson County).

PROPOSAL RESPONSE

This Request for Proposals (RFP) seeks qualifications, deployment practices, tower solution(s) and pricing from Vendors who are experienced in designing and building telecommunications towers. Nelson County is interested in receiving proposals from any prospective organization meeting the qualifications outlined in this document.

The Vendor's RFP response should be prepared simply and economically, providing straightforward and concise descriptions of the Vendor's capabilities and including sufficient information to satisfy the requirements of this RFP.

False or inaccurate information will result in the rejection of the Vendor's response.

RESPONSE TITLE

The RFP title for this project is *"Request for Proposal # 2012-SC012ANetWTS"*.

EXAMINATION OF DOCUMENTS

Vendor(s) should carefully examine this RFP. It is the Vendor's responsibility to become familiar with Nelson County and other factors that may impact the wireless tower solution. By responding to the RFP, the Vendor affirms that requisite due diligence necessary to provide a full response has been completed.

Vendor(s) shall address all items as specified in this RFP. Failure to address specified items may disqualify the Vendor from further consideration.

Submission of a proposal shall constitute evidence that the Vendor has made all the above-mentioned examinations and is free of any uncertainty with respect to conditions which would affect the execution and completion of this project.

RFP MODIFICATIONS

Nelson County reserves the right to modify or change any information presented in this RFP as more information becomes available or as architectural/technological details are further defined. Any RFP modifications will be provided to all Vendors on the initial distribution list or who have indicated interest by a written request via regular mail, via fax to (770) 592-7363 or Email to Nelson@iconengineering.net.

RESPONSIBILITY FOR COSTS

The Vendor shall be fully responsible for all costs incurred in the development and submission of the proposal or any other costs incurred by the Vendor prior to issuance of an agreement or contract. Nelson County shall not assume any contractual obligation as a result of the issuance of this proposal



request, the preparation or submission of a proposal by a Vendor, the evaluation of proposals or final selection.

RFP INQUIRIES

RFP addenda and question and answer responses will be sent to all Vendors on the initial distribution list or others that request in writing they be added to the distribution list via regular mail at the Nelson County Courthouse address, attention Nelson County Purchasing Department, by fax to (770) 592-7363 or Email to Nelson@iconengineering.net.

Questions regarding the RFP or the Nelson County Broadband Network project should be sent in writing via email to Nelson@iconengineering.net or faxed to (770) 592-7363, by no later than December 7, 2012 . Questions and or requests for clarification received after this deadline will not be answered. Nelson County will address each question within the week received and all Q&A will be sent electronically to Vendors.

PROPOSAL FORMAT

Responses should follow the format and order of the questions and information requested as they are presented in the Nelson County Broadband Network Wireless Tower Solution RFP document under the heading Wireless Tower Solution Response Format beginning on page 13. Responses to the proposal document questions and information requested should be complete, concise, and to the point. Superfluous material or information is not welcomed.

GENERAL INSTRUCTIONS FOR RESPONSE SUBMISSION

RETURN PROPOSAL INSTRUCTIONS

The RFP Response should include three (3) printed copies and one (1) electronic copy on CDROM or other storage mechanism of your Proposal in PDF or MS Word format. The original proposal should be signed by the person authorized to obligate the company. The response should be delivered to the following address in a sealed envelope or box labeled as "Nelson County Wireless Tower Solution Request for Proposal # 2012-SC012ANetWTS", clearly marked on the outside of the package. **Emailed or faxed responses are not allowed.** The proposal should be delivered to:

Nelson County
Attention: Nelson County Purchasing Manager
84 Courthouse Square
P. O. Box 336
Lovingston, VA 22949
(434) 263-7000

The deadline for accepting RFP responses is 5:00 p.m. on December 12, 2012 at the above address. Responses received after that time will be returned unopened to the Vendor.

CRITERIA

Nelson County will select, in its sole judgment, the proposal that best serves the interests of Nelson County. Pursuant to Section §2.2-4359 (D) of the Code of Virginia, Nelson County is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous. Nelson County reserves the right to reject all proposals if it determines that none are sufficiently responsive to Nelson County's needs.



SOLICITATION DEBRIEFING

The competitive negotiation process requires that the content of all offers made subject to this solicitation be kept confidential until official posting of Nelson County’s ‘intent to award’. In accordance with the Section § 2.2-4300 et seq. of the Commonwealth of Virginia with the exception of documents claimed as proprietary, such information may be viewed only by a submitting Vendor within a 10 day period after notice of intent to award is given, and by the general public only after the award is made. Nelson County shall not be required to give reasoning for its interview selection or decision to award to the selected Vendor.

ADDITIONAL PROPOSAL MATTERS

Respondents to this RFP should note the following disclaimer:

The intent of this RFP is to provide a general framework to assist Vendors in preparing proposals. This RFP does not provide a complete understanding of the project, nor does it contain all matters upon which an agreement must be reached. Nelson County reserves the right to include additional or modified technical, performance, and financial specifications. The issuance of this RFP and the receipt of Vendor proposals do not bind or otherwise impose legal obligation upon Nelson County.

This RFP does not commit Nelson County or any of its affiliates or subsidiaries, to pay for any costs incurred in the review of this RFP, the preparation or submission of a proposal, or any other costs incurred by a respondent prior to execution of a binding and definitive agreement between a respondent and Nelson County. Further, Nelson County has no obligation to accept any proposal or to proceed with any of the possible activities described herein. No representations or warranties whatsoever are being made as to the accuracy or completeness of the information contained in this RFP.

Nelson County reserves the right to amend this RFP through written or electronic notification.

The RFP requirements consist of those items specified in the completed permitting documents. Alternative solutions meeting those basic requirements will be actively considered if they present Nelson County with a better or more economical solution.

RFP GLOBAL REQUIREMENTS

Nelson County requests that each Vendor provide a point by point response for each section. The Vendor should provide supporting explanations or additional information as needed. The Vendor must meet the specific requirements listed in this section.

Insurance

The Vendor shall, during the performance of the Agreement, keep in force at least the following minimum limits of insurance: Workers compensation insurance shall comply with the requirements of the laws of the Commonwealth of Virginia.

Class of Insurance	Each Person	Each Occurrence	Aggregate
Worker’s Compensation	Statutory	Statutory	Statutory
Commercial General Liability	\$2,000,000	\$2,000,000	\$2,000,000
Automobile Liability, Combined Single Limit	\$1,000,000	\$1,000,000	\$1,000,000



The Vendor shall furnish a Certificate of Insurance, naming, the Nelson County as an additional insured. The Certificate of Insurance must provide that the Authority shall be given 45 days advance notice of cancellation, non-renewal or material change in coverage.

Surety

Each proposal must be accompanied by a Bid Bond or certified check payable to Nelson County for 5% of the total bid cost. The total bid cost for calculating the 5% bid bond or check shall be the sum of all items listed in the Price section of Exhibit A. The Bid Bond or certified check of the successful Vendor will be retained until a surety instrument has been negotiated with the successful Vendor and has been executed and approved.

GENERAL PROVISIONS

RFP Acceptance and Rejection

Nelson County reserves the right to accept any RFP response; to reject any or all RFP responses; to waive irregularities or informalities in any RFP response; and to make the award in any manner deemed in the best interest of Nelson County.

Presentations and Site Visits

Any or all Vendors may be invited to make a presentation. If so, Nelson County will notify the company of the date and time of its presentation. In addition, certain Vendors may be asked to participate in one or more site visits with Nelson County's representatives to investigate the company's ability to meet the project requirements. All costs incurred by the Vendor in the presentations or site visits will be the responsibility of the Vendor.

Selection Criteria

Nelson County intends to select and contract with the Vendor that demonstrates, in Nelson County's opinion, the highest degree of technical and professional merit for this installation. The County will give preference to those that (1) have a complete solution that includes installation; (2) have a sufficient, trained workforce available to complete the work in a timely manner; (3) pricing; (4) demonstrates quality performance and experience; (5) is responsive to the RFP and (6) offer the best proposal for the benefit of Nelson County.

Evaluations will be structured, systematic and fair. Selection of, and contract negotiations with, including scope of work, deliverables, schedules and fees shall be conducted pursuant to Section §2.2-4300 et seq. of the Code of the Commonwealth of Virginia.

Contract Negotiation(s)

Contract negotiations with a successful Vendor shall be conducted pursuant to Section §2.2-4300 et seq. of the Code of the Commonwealth of Virginia.

Contract Cancellation

If the Vendor's proposal progresses to a contract for services, Nelson County reserves the right to terminate all or any part of the contract at any time upon prior written notice to selected Vendor. Thereafter, Nelson County will pay Vendor costs properly allocated to work performed prior to the termination.

Davis Bacon Wage Requirement

Prevailing Wage Rates and Labor Standards – To the extent applicable, the Vendor shall pay all laborers and mechanics employed by the Vendor on the Project not less than the prevailing wage determined under the "Davis-Bacon Act" (USC 276a-a5) for similar work in the civil subdivision for which the laborers



and mechanics perform the work. In addition, to the extent applicable, the Vendor shall pay all laborers and mechanics overtime compensation in accordance with the provisions of the “Contract Work Hours and Safety Standards Act” (40 U.S.C. §327-333). (See Exhibit D pages 33, 34, and 35.)

Contracts for amounts over \$100,000 that are covered by the Davis-Bacon Act must include additional standard clauses (also appearing in 29 C.F.R. § 5.5) providing, among other things, that overtime for laborers and mechanics must be paid at a rate 1.5 times the basic rate of pay for time worked in excess of 40 hours per week. In addition, the DOL Davis-Bacon poster (WH-1321) must be prominently posted at the site of the work. Refer to: www.dol.gov/whd/regs/compliance/posters/fedprojc.pdf

Affirmative Action Minority Participation

Compliance with the Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246, as amended) is required. (Applicable to all contracts and subcontracts exceeding \$10,000.) See Exhibit C beginning on page 19.

The Vendor shall comply with all regulations issued pursuant to the above-referenced Acts and with all applicable federal and state laws and regulations.

SOLUTION RESPONSE FORMAT

A. LETTER OF TRANSMITTAL

The Vendor must provide a letter of transmittal that includes:

- I. The Vendor company name, address, telephone number, fax number, website address, contact name, contact email and contact phone number
- II. Must clearly state who is authorized to negotiate and execute a contract or agreement
- III. Must list receipt by addenda number of all RFP addenda and the date issued
- IV. Attach a copy of the company(s) Certificate of Authority to do business in the Commonwealth of Virginia or if a foreign corporation include a statement of intent to properly register with the Commonwealth and Nelson County upon award and prior to contract execution. The responder (or Vendor’s subvendor) performing the construction work shall have a Class A Construction license in the Commonwealth of Virginia.
- V. Be signed by a company representative authorized to commit the company and include the printed name and title of that individual

B. EXECUTIVE SUMMARY

Provide a discussion (less than 2 pages) of the differentiating factors of your proposal.

C. COMPANY OVERVIEW

Provide an overview including the following information about your Company:

- I. Company name, date established, business address, phone numbers, fax number, and e-mail addresses of pertinent contacts;
- II. A brief statement of the Company’s background, demonstrating longevity and financial stability;
- III. Strategic partnerships;
- IV. Lines of business conducted by company;
- V. Description of any recent mergers or acquisitions;



D. LEGAL

Provide information on any active, pending or recent (within 3 years) legal proceedings in which the Vendor or their subVendors have been involved.

E. FINANCE

Explain the current financial position of the company.

F. PROJECT EXPERIENCE

Describe the tower solutions your company has provided during the past three years. Nelson County may contact other project owners as references. Include the following for past projects similar to the Nelson County wireless towers:

- I. Customer name and contact information (phone and e-mail if available);
- II. Type and size of tower;
- III. Vendors role in the project; what specific products and services did you provide?
- IV. SubVendors If your firm utilizes outside Vendor(s)/Contractors for any part of this response please describe how subVendors are integrated into the solution:

G. TOWER SOLUTION

Offerer shall provide a description of their solution describing the tower solution and project scheduling for the design, procurement and erection of each tower and completion of other tasks associated with the tower construction.

PRICING

Your firm should provide pricing as RFP Response Exhibit A. Please use your own format for pricing. The pricing structure should be fully loaded including all overheads and travel. The complete tower solution price including but not limited to:

- I. Site Preparation
- II. Tower cost
- III. Foundations
- IV. Tower Delivery and Erection
- V. Placement of Cabinet
- VI. Site Grounding
- VII. Appurtenances Installation
- VIII. Installation of Antennas on three towers
- IX. Power Installation and Wiring
- X. Placement of Fiber Conduit and entrance into Building
- XI. Fencing
- XII. Acceptance Testing of the Network
- XIII. Other

ADDITIONAL INFORMATION IF DESIRED

- I. Applicable company brochures;
- II. Information with regard to allied Vendor resources that are deemed advantageous to the success of the project
- III. Other information Vendor may deem relevant and useful to Nelson County in the evaluation of the RFP response.
- IV. Value added solutions that would allow for a more economical or efficient design.



EXHIBIT A

PRICING

Please include your pricing as Exhibit A.

Payment for materials and services related to this contract will be on a milestone completion basis. The Successful Vendor shall be required to submit an itemized invoice for each milestone or service completed in accordance with the contract. A sample contract acceptable to the County is attached as **Exhibit G** to this RFP.

Performance milestones for authorization of payment by the County are the satisfactory completion of the tasks below or mutually agreed upon alternatives:

- A. Completion of monopole foundation, equipment Cabinet foundation
- B. Erection of monopole, installation of cable supporting system, equipment cabinet and ice bridge
- C. Installation of grounding and electrical
- D. Installation of fencing, foliage control fabric and gravel.
- E. Successful completion of acceptance testing.



EXHIBIT B

SCOPE OF WORK

GENERAL: CODES AND STANDARDS

General construction work shall conform to the Nelson County building Codes (2009 International Codes, 2008 National Electrical Code), and any other applicable state, local and Federal codes and local ordinances.

Unless otherwise modified herein, materials, design and construction procedures for the monopole towers and appurtenances shall be in accordance with Telecommunications Industries Association (TIA) standard TIA-222-G.

Other codes may be referenced in specific sections, but the general section codes apply to all sections.

The Successful responder shall be responsible for the performance of all work and except as noted shall supply all materials required to construct or renovate each of the tower sites described in this document. Preliminary site plans for the two tower sites are attached.

Except as noted, the successful responder shall provide all work necessary to provide site construction described in this document. Materials and work shall meet all County specifications, applicable standards, inspections and approvals, for the sites described in this document.

Materials furnished by the Successful Vendor shall be new and of first quality as defined by industry standards and best practices. Substitution of materials offered, or deviation from the specifications shall not be made without the submission of appropriate drawings and submittals, and receipt of prior written approval from the Nelson County project manager.

The Successful Vendor shall clean-up the work site(s) on a daily basis all rubbish and construction debris, resulting from its work at the sites. The Successful Vendor shall supply a dumpster or similar trash storage/removal device where a substantial amount of construction debris is generated. Upon completion of all work, the entire job site areas and access roads shall be left clean and free of trash, debris, mud, dirt, dust, scrap materials and excess materials. Floors in radio equipment Cabinets and rooms shall be mopped and polished to the satisfaction of the Nelson County project manager upon completion of installation and construction work.

A. GENERAL: SAFETY

Successful Responder and subVendors shall comply with Federal, State, and local safety codes, laws, and ordinances.

Tower work shall follow the safety practices of OSHA and the National Association of Tower Erectors in the performance of construction and installation of towers, and supporting structures.



B. RESPONDER RESPONSIBILITIES

The successful responder shall be responsible for ensuring that the installation meets the design criteria, labor services, guarantees and installation requirements contained in these specifications, and conforms to applicable national or industry standards to which these specifications refer.

- I. Design and construction of foundations for all structures
- II. Submittal for approval, all required details, cut sheets and drawings
- III. Apply for and obtain all required building permits
- IV. Final Site preparation, erosion and sediment control Note: It is expected that no ES&C plan will be required for this tower.
- V. Procurement, .delivery, unloading, unpacking, assembly, and installation of all materials
- VI. Place and secure cabinet to foundation
- VII. Provision and installation of all associated hardware and appurtenances
- VIII. Planning and Performing all rigging and erection of the monopoles
- IX. Installation of Antennas on new tower and two existing towers
- X. Other site civil work as specified in this document
- XI. Disposal and removal from the site, of all debris and refuse generated during the performance of this contract
- XII. Site restoration and cleanup
- XIII. Acceptance Testing

C. NELSON COUNTY RESPONSIBILITIES

The County has arranged for a site survey, preparation of a preliminary site plan, planning approvals, and geotechnical exploration of the monopole centroid at the proposed sites. The results of the geotechnical report are attached as Exhibit E.

The County will provide an installation representative who will serve as the point of contact for the coordination of field installation activities and to act as a liaison between the successful Vendor, and the County.

All materials furnished and work completed shall be subject to inspection by the County Building Department. The County will provide for all concrete inspections, testing, and certifications.

The County or its representative will contact the electric and telephone utilities to pay connections fees and order service installation upon notice from the successful responder Vendor that the site is ready for such work to commence.

D. TOWER LOCATIONS

The tower site is located at 961 Tanyard Rd, Roseland, VA 22967.

The approximate location of the tower is:

Latitude 37-46' 29.467" N Longitude 78-59' 12.787" W



E. SOIL TESTING

Soil tests are being performed by a geotechnical engineering service licensed in the Commonwealth of Virginia and will be provided upon receipt from the testing service. Results are expected within a week of issuance of this RFP and will be issued by Addendum. In their absence responders should use the Appendix F, Presumptive Soil Parameters of TIA 222G. Attached to this RFP is the soil analysis of this area published by the USDA in their document for Nelson County. That analysis is specific to the area of this site. If the soil test results are not available in a timely fashion, successful bidder will be allowed to amend his offering based on the results of those tests.

TOWER DESIGN CRITERIA AND DESIGN

A. FOUNDATION DESIGNS

Foundation designs shall be based on the geotechnical report supplied by the County (Exhibit E) superceded by the results from the geotechnical engineering service and any subsequent testing conducted by the responder as part of their scope of work.

B. TOWER GENERAL SPECIFICATIONS

Type, Monopole; height 110 feet (plus lightning rod not to exceed 4 feet)

The towers shall be designed as Class II towers (As per TIA222-G, "Structures used for services ... such as wireless communications; ... cellular ... and microwave communications");

The towers shall be designed for Exposure C ;

The towers shall be designed as Topographic Category 1

The tower should be designed so that under the specified design loadings it will collapse wholly upon itself within the parcel boundaries rather than separating from the foundation and falling intact. Certification of this design feature, signed by the engineer is required. An excerpt from an acceptable letter is attached at the end of this document.

C. APPROVAL DRAWINGS

The successful Responder shall prepare and submit for County approval, scale vertical profile drawings of the towers depicting each one's overall height, the number and height of sections, and other details of the structures. Responder shall provide loading design details including critical coefficients and loadings from the standard (TIA222) utilized for the specified tower, antennas and appurtenances designs (or tabular results). Fabrication drawings shall be provided for each section.

Model numbers and manufacturers of ancillary appurtenances (e.g. ice bridges) shall be provided for approval.

The successful Responder shall provide certification of the design of the monopoles and foundations and their compliance with the design loads contained in this specification. Design



drawings must be sealed by a professional engineer (structural) licensed by the Commonwealth of Virginia, and the results of a structural analysis, reflecting the sufficiency to support the current and future loads as specified.

The approved drawings must be accompanied by a letter from the signing engineer indicating that the tower will collapse as discussed under tower specifications.

D. MATERIALS AND FINISHES

The monopoles supplied shall be manufactured of hot dipped galvanized steel. All steel materials used in the construction shall be new, manufactured in the US and shall conform to the provisions of TIA-222-G referenced standards with respect to physical properties, manufacture, workmanship and factory finishes.

E. APPURTENANCES FOR DESIGN

The design shall include at a minimum the antennas and transmission lines enumerated on pages 24 of this exhibit.

F. TRANSMISSION LINE ACCESS AND SUPPORT

Design of both monopoles shall incorporate two, orthogonal hand holes for transmission line installation at different levels of the monopole, one facing the Cabinet location, and the other arranged to accommodate future collocation. The bottom of each entry hand hole shall be at least six feet above finished grade. Additional hand holes shall be installed to allow transmission line access for antennas in accordance with the antenna schedule. Each Hand hole at upper levels shall include support locations for attaching cable supports. Installation of cable supports should not involve welding, drilling or cutting of the towers.

G. TRANSMISSION LINE BRIDGE

Each supplied tower installation shall include a self-supporting transmission line bridge from the base of the monopole to the equipment cabinet cable entry ports to support and protect transmission lines. The length of the bridges shall be such that it fully supports and protects cables from the monopole to the equipment Cabinet, but is not in physical contact with the monopole. The bridge and trapeze should be adequately sized to handle the number of transmission lines specified under heading Tower Loadings on pages 24 with room for additional cables for future expansion.

Each bridge shall be equipped with the following features:

- I. Trapeze supports that will accept either snap-in hangers or cushioned hangers to properly attach the transmission lines at intervals recommended by the manufacturer.
- II. X-brace or other stabilizer supports at each end.
- III. Galvanized or other approved corrosion resistant construction

Supports shall be attached to concrete using anchor bolts or by other appropriate means. Concrete supports shall reach to below the frost line to a minimum depth of 40 inches or as recommended by the bridge manufacturer, whichever is deeper.



Each support column shall be bonded to the ground ring using #2 AWG bare, tinned, solid copper wires exothermically welded to the column and to the ground ring.

If pipe columns are used as column structural members, they shall be capped with galvanized steel threaded pipe caps of the proper diameter for the columns furnished.

H. LADDERS AND CLIMBING SAFETY

Each monopole shall have installed a climbing ladder and shall be equipped with a Safety Climb System that meets current ANSI and OSHA climbing safety requirements. Responders should provide details of the provider and model number included in their response.

I. SITE WORK

Preliminary site plans for the two sites are included in this document. Based on successful responder's response, the drawings will be upgraded to show actual dimensions of equipment and foundations and other details. Successful responder shall install the tower, Cabinet and other equipment in accordance with the final drawings. Preliminary grading of the site and access road will have been completed before the work requested in this document commences.

J. UTILITY RISER

The successful responder shall be responsible for providing and installing a utility riser frame and power meter board just outside the fenced compound. The power meter board shall be equipped with two electric meter bases having individual main disconnect switches. The riser frame shall be supported by galvanized metal support pipes capped at their top (or by other approved method). The pipes shall be embedded in concrete to a depth of at least three feet below grade. Pipes shall be equipped with galvanized unistrut or equivalent mounts supporting channel cross members on which the meter base and disconnect switches will be installed. The support pipes shall be bonded to the site grounds via exothermic welded #2 AWG solid bare tinned copper wire.

K. BURIED POWER

The Successful responder shall install conduit from the meters to the service panels in the electronic equipment Cabinet, including trenching, backfill, and grounding, making electrical connections to the 30 amp services in the Cabinet.

The Successful responder is responsible for all power installation beyond the meter to the Cabinet, including the installation of the meter base.

Nelson County will assist in arranging for commercial power installation to the meter base at each site, arranging for power connections to be made once the meter bases are set, all electrical work is complete, and after electrical inspection approvals have been received.

L. SITE SURFACE PREPARATION

Upon completion of foundation and other subsurface site preparation work (grounding and underground utilities), remove any remaining vegetation, grade as necessary and compact



the compound in accordance with site plans, or as necessary to ensure drainage, removing any surface imperfections greater than 1" from the fill area. Remove any surface debris or rocks that might damage filter cloth underlayment. Spray entire prepared surface area with pre-emergent weed killer.

M. FILTER CLOTH

Furnish, deliver, and install a weed suppressing nonwoven spun bonded polypropylene filter cloth to cover the area to at least one foot beyond the area to be fenced, installed in accordance with the manufacturer's instructions ensuring at least 6" of cloth overlap at seams.

N. GRAVEL

Furnish, deliver, and spread on to the entire compound area a quantity of #57 stone sufficient to ensure a coverage depth of at least 4 inches in all areas of the compound, including a one foot barrier outside of fenced area. Distribute the stone evenly, rake finish, and spray down with water. Add stone as necessary to ensure that filter cloth is fully covered.

O. FENCING

The successful responder shall provide chain link fencing in accordance with the following minimum requirements.

The fence at Martin's Store shall be dimensioned 32 x 40 feet. Each fenced compound shall have one swing gate.

Fence General Specifications: Fence shall be 8'-0" high chain link fence, with three strands of barbed wire at top for a total height of 9'-0", consisting of 2" mesh, 9 gauge chain link fabric, 2-1/2" outside diameter (o.d.) line posts spaced a maximum of 10'-0" on center (o.c.), with 1-5/8" o.d. top rail. Chain link fabric shall be secured to line posts, top rail and bottom tension wire using 9 gauge tie wire attached at a maximum of 12" o.c. Top Selvage shall be knuckled, bottom selvage twisted.

Corner and end posts (at gates) shall be 4" o.d complete with 1-5/8" o.d. brace rail, 3/8" truss assembly using 12 gauge tension bands secured at a maximum of 12" o.c.

The fence fabric finished grade shall be leveled so that there is no gap between the fence fabric and grade. A 1" gap shall be provided between the base of the gate frame and finished grade

Fence Materials should meet as a minimum the requirements of:

For Chain link fabric, ASTM A392 (Class 2), Specification for Zinc-Coated Steel Chain-Link Fencing

For Rigid Components: Post, brace rail and top rail shall comply with ASTM F1043, Specification for Strength and Protective Coatings of Metal Industrial Chain Link Fence Framework

For Barbed wire: ASTM A121 (zinc coated Type Z Class 3), Specification for Metallic-Coated Carbon Steel Barbed Wire

For Barbed wire arms: ASTM F626, Specification for Fence Fittings, Type I-three strand 45 degree arm.

For Fittings, ties, nuts, bolts: ASTM F626, Specification for Fence Fittings.



For Bottom tension wire: ASTM A824 (Type II Zinc-Coated Class 5), Specification for Metallic-Coated Steel Marcellled Tension Wire for Use with Chain Link.

Gate General Specifications:

Each swing gate shall be double opening, 7'-0" by 8'-0" high plus three strands of barbed wire on top (1'). Gate frames shall be fabricated from 2" o.d., welded joints at all corners. Chain link fabric shall be installed to match the fence system. Gates shall be provided with a positive type latching device that will accommodate a padlock. Solutions accommodating multiple padlocks are encouraged.

Gate Material Specifications:

- For Chain link fabric: ASTM A392, Specification for Zinc-Coated Steel Chain-Link Fence Fabric
- For Swing gates: ASTM F900, Specification for Industrial and Commercial Swing Gates.
- Gateposts size, o.d., shall comply with ASTM F1043 Group IC, Specification for Strength and Protective Coatings of Metal Industrial Chain Link Fence Framework.
- Gateposts shall comply with ASTM F1043, Specification for Strength and Protective Coatings of Metal Industrial Chain Link Fence Framework.
- For Welded joints: ASTM Practice A780, Standard Practice for Repair of Damaged and Uncoated Areas of Hot Dip Galvanized Coatings.

Concrete Installation: Line posts shall be set plumb in concrete footings set a minimum depth of 39" and a minimum diameter of 10"; Gate and Corner posts shall be set a minimum depth of 42" with a minimum diameter of 16". Top of all post footings shall be at grade level, with a minimum 0.5" crown to shed water. Posts shall be installed at intervals not exceeding 10 feet o.c.

Concrete Specifications:

For Concrete Footings: ASTM 567 Standard Practice for Installation of Chain Link Fence.

Concrete footings shall have a 28-day compressive strength of 2,500 psi.

LIGHTNING PROTECTION AND SITE GROUNDING

A. GOVERNING STANDARDS AND MINIMUM REQUIREMENTS

Ground for the tower, hut, compound, fencing and all other devices within the compound shall be done in accordance with Motorola R56-2005 edition (R56), Standards and Guidelines for Communications Sites Chapter 4 unless otherwise specified. Unless otherwise stated, references in this section (I. Lightning Protection and Site Grounding) shall be to sections in the R65 Standard

The site shall be a Type "B", Standard Duty as defined in section 4.7.2. The successful responder may use either exothermic welding or Irreversible High Compression Fittings (listed for this



purpose) to connect grounding materials when allowed. Response should indicate the method or combination of methods to be used.

The design goal for grounding system resistance shall be 5 ohms with a maximum allowable test result of 10 ohms. For the basis of responding to this RFP, a ground resistivity of 15,000 ohm-cm may be assumed.

All ancillary equipment not otherwise discussed shall also be bonded to the external grounding system in accordance with R65.

Lightning protection shall be designed and installed in accordance with NFPA 780, Installation of Lightning Protection Devices.

Where conflicts exist between the design standards listed, the more stringent requirement should prevail.

B. SITE GROUNDING

The design shall incorporate an external ground bus bar (Section 4.4.3), an external ground ring consisting of #2 AWG or coarser, tinned copper, utilizing ground rods spaced per R65 (Section 4.7.7). Responder shall specify in their response the size, length and separation of ground rods, including a sketch of the installation showing approximate dimensions. Cabinet and tower ground rings shall be bonded together (section 4.7.7)

C. TOWER

The tower shall be at least minimally grounded in accordance with 4.7.6.1, surrounded by an internal ground ring (4.4.1.6) bonded to the ground ring surrounding the cabinet. The tower shall either incorporate a tower ground bus bar (TGB) or one shall be designed and installed in accordance with 4.4.3.1. Include the details of the placement of grounding components into a sketch showing general location, placement of ground rods and other information (may be the same sketch as in section I-ii).

D. FENCING

Fence shall be bonded to the building external ground ring in accordance with section 4.1.10.1. Responder shall include a sketch indicating where connections are made and what materials (conductor size and specifics) are to be used.

E. LIGHTNING PROTECTION

Each tower shall include one approved air terminal and one down conductor sized in accordance with NFPA 780 utilizing class II materials. The down conductor shall be connected to the Tower Ground ring using methods approved in R56. Approval is for 11-0 foot tower plus 4 foot lightning rod.

SIGNS

Safety warning signs shall be furnished and installed on the compound fence of each tower.



Aluminum signs stating:

- I. Nelson County
- II. For site access or leasing information call Nelson County 434-263-7120
- III. Electromagnetic energy signs – Richard Tell Associates or equivalent – Tessco Part Number 43875 –one per site
- IV. RF Caution sign – on entrance gate to compound, Richard Tell Associates or equivalent, Tessco Part Number 428025
- V. Aluminum no trespassing sign, 18”X24” worded “No Trespassing – Violators Will be Prosecuted”, one per side of compound on fence
- VI. Anti-climb warning sign – Rohn-Radian ACWS, Tessco Part Number 56536, or equivalent, at 5 feet above ground level

EQUIPMENT CABINET

A. GENERAL DESCRIPTION

The installation will utilize a cabinet provided by Nelson County.

B. FOUNDATIONS

The cabinet will be placed on a concrete pad, either poured in place or prefabricated, sufficient to support the cabinet and resist the design wind loads.

TOWER LOADINGS

<i>Ht (ft, AGL)</i>	<i>Description</i>	<i>Model</i>	<i>Transmission Line</i>	<i>Azimuth (deg)</i>
114 ft (top)	Air terminal		Per NFPA 780	
110 ft	Microwave Antenna	AD11G-3-S2	Times Microwave LMR400	10.04
104 (C/L of Antenna)	Monopole Triple T-arm (12 antenna), six GSM/UMTS panel antennas with tower mounted amplifiers, and six LTE panel antennas with remote radio units	e.g. RMV12-473 with model HBXX-6516DS-R2M and DBXNH-6565-R2M antennas; TMA-ETW190VS12UB amplifiers	AVA5 (7/8” aluminum) plus 24 count fiber	3 sectors (future)
94	Same attachments as at 104 foot level			future

TESTING

Responder shall provide conduct testing in accordance with the test plan, repairing deficiencies



noted during testing and final inspection and provide as-built documentation of the monopole and installation. Owners representative shall be given at least five workdays notice of the testing date(s) and time(s) should they wish to attend. Absence of a designated owner's representative shall not relieve the responder of the requirement to repair deficiencies found during the testing.

A. CONCRETE AND FOUNDATION TESTING

To be provided by contractor.

B. ACCEPTANCE TESTING

Responder shall develop a test plan that includes the following items.

The monopole shall be examined by an independent climber if appropriate to determine that:

- I. All structural members are firmly attached
- II. All climbing facilities are secure
- III. There are no visible cracks in welded connections
- IV. Ground connections are tight and
- V. Air terminal is properly connected to ground via grounding conductor

Site Work

- I. Signage installed per specifications
- II. Site cleaned up and debris removed
- III. Fences plumb and per specification

GROUNDING

- I. Grounding system to be tested in accordance with Motorola R56-2005, with the test probe located at least 5 times the compound diagonal measurement (255 feet for 32x40 foot compound) or more if possible.

DOCUMENTATION

Vendor shall provide as-built documentation for the project improvements including:

- I. Results of all testing
- II. Design drawings for each tower including design calculations
- III. Foundation drawings for each tower
- IV. Releases of subvendor liens and certificate of payment
- V. Engineering reports on concrete installation and strength tests
- VI. Ground Test Results
- VII. Photographic documentation of:
 - a. Foundations, rebar cages, and anchor bolts
 - b. Depth of trenches for grounding and utilities
 - c. Location and routing of underground conduits
 - d. Installation of ground rods (location/spacing/length/depth)
 - e. Depth, placement, routing, and connection points for ground rings
 - f. Bonding of fence and gate posts
 - g. H Frame and meter stack
 - h. Fence line, corner and gate posts (depth and diameter of embedment)



- i. Each monopole section
- j. Lightning rod on monopole and its grounding connection
- k. Ice bridge installation at monopole base
- l. Cable entry port covers on monopole
- m. Fence fabric and barbed wire
- n. Site signage
- o. Electrical service connections to the meter base and equipment cabinet
- p. Photographic evidence of ground resistance testing using fall of potential method
- q. Lighting, cable ladders, IPGB, MGB, cable entry ports

GROUND RESISTANCE TESTING

An acceptance test is required to be coordinated with Nelson County and performed by the Successful Vendor to test all grounding systems installed at the site in accordance with Motorola R-56, 2005 Edition.

Ground tests shall be conducted in the presence of a County representative, and results shall be recorded on a form provided by the Successful Vendor and approved by the County project manager. These completed forms shall be included as a part of the installation and acceptance test documentation.

The resistance to ground of the monopole and Cabinet ground system shall be shown to measure 5 ohms or less. Supplemental electrodes or chemical grounds shall be provided and installed if necessary to achieve this objective.

SITE LANDSCAPING

If planning authorities require foliage screening or other plantings at communications sites, the Successful Vendor shall coordinate with the County installation representative for line item quotations.

GRAVEL

The site compound, as shown in the site plan, and as revised by final plans shall be prepared and covered as described in this section.

SITE CLEANUP FOLLOWING CONSTRUCTION

After construction has been completed, and before the site will be accepted by the County, The Successful Vendor is to clean up and remove to a proper disposal site the construction debris, including vegetation, dirt, broken up concrete, asphalt, stone, antennas, transmission lines, transmission line mounting clips or brackets, loose hardware, or other materials such as cable reels, scrap metal, excess fencing materials, wire, crates, pallets, packing material, and rubbish of any type or form.

ANTENNA INSTALLATIONS

Vendor will be responsible for installation and alignment of antennas (provided by Nelson County with cabling) at three towers.



The towers: Massies Mill Tower (tower being constructed as part of this RFP). The response will consist of the installation of one 3.5 foot microwave dish and cabling (Trango, Model AD11G-3-S2 or equivalent with cabling to cabinet). Antenna to be mounted at approximately 110 feet.

Martin's Store: 140 foot tower owned by Nelson County that currently has no antennas installed. Installation of one approximately 2.4 foot microwave dish antenna (Trango, Model AD11G-2-S2 or equivalent with cabling to adjacent Cabinet). Antenna to be mounted at approximately 140 feet and aligned with identical antenna at Devil's Knob site. The location of this tower is at the CVEC substation at the intersection of River Road and Rockfish Highways (37 deg, 55' 2.43"N, 78 deg, 50' 31.30"W).

Devils Knob: 85 foot tower owned by Nelson county that has space at the approximately 71 foot level for antennas. Installation shall consist of one 3.5 foot (same as Massies Mill) and one 2.4 foot (same as Martin Store) antenna installed and aligned with the corresponding tower. Cabling shall be routed from each antenna into an adjacent Cabinet and secured to the ice bridge. The tower is located on Fern Circle at Wintergreen (37 deg 54' 59.5"N, 78 deg 57' 17.1" W).



EXHIBIT C

FEDERAL REQUIREMENTS

The following referenced Federal Laws shall apply in the construction and enforcement of this Agreement, as applicable, with the same force and effect as if they were given in full text. Additional applicable Federal Laws may be contained in the following documents and are incorporated herein by reference: U.S. Department of Commerce Financial Assistance Standard Terms and Conditions, 15 CFR Part 14, Uniform Administrative Requirements for Grants and Agreements to States and Local Governments, OMB Circular A087, Cost Principles for State, Local, and Indian Tribal Governments, OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, 74 FR 33104 July 9, 2009, 74 FR 41676 August 18, 2009, 74 FR 42644 August 24, 2009. American Recovery and Reinvestment Act of 2009-DOC Standard Terms and Conditions.

1. Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their Vendors or subgrantees)
2. Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). (All contracts and subgrants for construction or repair)
3. Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5).

Pursuant to Section 1606 of the Recovery Act, any project using Recovery Act funds requires the payment of not less than the prevailing wages "at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor," in accordance with 40 U.S.C. 3142(b), for "all laborers and mechanics employed by Vendors and subVendors on projects funded directly by or assisted in whole or in part by and through the Federal Government." With respect to the labor standards specified in this section, the Secretary of Labor shall have the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (64 Stat. 1267; 5 U.S.C. App.) and Section 3145 of Title 40, United States Code.

4. Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts awarded by grantees and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers)
5. Compliance with Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246, as amended). (Applicable to all contracts and subcontracts exceeding \$10,000.)
 - a. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.



- b. The goals and timetables for minority and female participation, expressed in percentage terms for the Vendor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables	Goals for minority participation in each trade	Goals for female participation in each trade
<i>Nelson Construction Project (Less than one year)</i>	12%	06.9%

These goals are applicable to all the Vendor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Vendor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Vendor also is subject to the goals for both its federally involved and nonfederally involved construction.

The Vendor's compliance with the Executive Order 11246, as amended, and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3 (a), and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Vendor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Vendor to Vendor or from project to project for the sole purpose of meeting the Vendor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

6. Compliance with U.S. Department of Commerce, National Telecommunications and Information Administration (NTIA) requirements and regulations pertaining to reporting.

Recovery Act sec. 1512(c), 123 Stat. at 287; 2 CFR part 176; OMB, Interim Final Guidance for Federal Financial Assistance, 74 FR 18449 (Apr. 23, 2009); Implementing Guidance for Reports on Use of Funds Pursuant to the American Recovery and Reinvestment Act of 2009 (OMB M-09-21 June 22, 2009), available at http://www.whitehouse.gov/omb/assets/memoranda_fy2009/m09-21.pdf.

7. Compliance with U.S. Department of Commerce, National Telecommunications and Information Administration (NTIA) requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.



The specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards are described in more detail in 37 CFR Part 401 and in particular, in the standard patent rights clause in 37 CFR § 401.14, which is hereby incorporated by reference.

8. Compliance with U.S. Department of Commerce, National Telecommunications and Information Administration (NTIA) requirements and regulations pertaining to copyrights and rights in data.
 - a. Data, Databases, and Software.

The rights to any work produced or purchased under a DOC Federal financial assistance award are determined by 15 CFR § 24.34 and 15 CFR § 14.36. Such works may include data, databases or software. The recipient owns any work produced or purchased under a DOC Federal financial assistance award subject to DOC's right to obtain, reproduce, publish or otherwise use the work or authorize others to receive, reproduce, publish or otherwise use the data for Government purposes.
 - b. Copyright.

The recipient may copyright any work produced under a DOC Federal financial assistance award subject to DOC's royalty-free nonexclusive and irrevocable right to reproduce, publish or otherwise use the work or authorize others to do so for Government purposes. Works jointly authored by DOC and recipient employees may be copyrighted but only the part authored by the recipient is protected because, under 17 U.S.C. § 105, works produced by Government employees are not copyrightable in the United States. On occasion, DOC may ask the recipient to transfer to DOC its copyright in a particular work when DOC is undertaking the primary dissemination of the work. Ownership of copyright by the Government through assignment is permitted by 17 U.S.C. § 105.
9. Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Vendor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
10. Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.
11. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000).
12. Compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871). [53 FR 8048, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19642, Apr. 19, 1995]



13. Compliance with the Whistleblower Protection requirements of the American Recovery and Reinvestment Act (Recovery Act), Section 553 of Division A, Title XV, Public Law 111-5.



EXHIBIT D

DAVIS BACON ACT

This project is being performed under the American Recovery and Reinvestment Act of 2009 (ARRA) and the following federal requirements must be included in the RFP and contract.

Federally funded projects are required to comply with the Davis-Bacon Act ("DBA"). The requirements of the DBA and related labor acts can be reviewed at <http://www.dol.gov/whd/contracts/dbra.htm>.

This attachment is intended to assist in the Respondent's investigation of their wage responsibilities, but shall not be construed as full and complete information or as advice, business, legal or otherwise. It is the Vendor's responsibility to be in full compliance with the DBA and must submit a proposal accordingly. Nelson County will be required to verify that the Vendor is in compliance with DBA.

The DBA requires Vendors and SubVendors to submit certified weekly payrolls for contracts subject to the DBA. Employees must be paid on a weekly basis. The Wage and Hour Division of the Department of Labor ("DOL") has made available a form that Vendors may use to submit their certified weekly payrolls. While it is not required that this form be used, this form has already been verified as meeting the required needs of DBA compliance and is recommended by the DOL and is the method preferred by Nelson County. The form and its instructions can be found at <http://www.dol.gov/whd/programs/dbra/wh347.htm>

The construction type for this Work is "Heavy Construction." The wage determinations on this schedule will indicate the minimum rates that can be paid for work performed on this project. For labor classifications not listed, it is the Vendor's responsibility to anticipate the minimum rate that will subsequently be established based on the rate information provided and submit a proposal accordingly.

The Heavy Construction wage determination for Nelson County can be reviewed at <http://www.wdol.gov/wdol/scafiles/davisbacon/VA148.dvb> and it is the responsibility of the Vendor to ensure the most recent wage determinations are utilized in developing their response. At the time of this document's release the following wage determination was applicable to this project (displayed verbatim):

General Decision Number: VA100148 09/24/2010 VA148

State: Virginia

Construction Types: Heavy (Heavy and Sewer and Water Line)

Counties: Fluvanna, Greene and Nelson Counties in Virginia.

HEAVY CONSTRUCTION PROJECTS (Including Sewer and Water Lines)

Modification Number	Publication Date
0	09/24/2010

SUVA2010-046 09/02/2010



	Rates	Fringes
CARPENTER, Includes Form Work....	\$ 12.31	0.41
CEMENT MASON/CONCRETE FINISHER...	\$ 19.00	3.83
ELECTRICIAN.....	\$ 22.08	6.30
IRONWORKER, REINFORCING.....	\$ 22.45	11.85
IRONWORKER, STRUCTURAL.....	\$ 20.55	8.25
LABORERS		
Common or General.....	\$ 9.22	0.48
Flagger.....	\$ 7.39	0.20
Landscape.....	\$ 10.00	
Pipelayer.....	\$ 12.93	2.84
POWER EQUIPMENT OPERATOR:		
Backhoe.....	\$ 15.43	1.18
Bobcat/Skid Loader.....	\$ 11.40	
Bulldozer.....	\$ 20.63	7.28
Crane, All Types.....	\$ 15.85	1.46
Excavator.....	\$ 12.50	0.54
Loader.....	\$ 11.71	2.11
Mechanic.....	\$ 26.78	6.32
Trackhoe.....	\$ 12.75	1.24
Tugboat.....	\$ 19.00	
TRUCK DRIVER: All Dump Trucks....	\$ 9.96	0.97

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling



On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7).

Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION



EXHIBIT E

SOIL ANALYSES

Soil Survey of Nelson County, Virginia

53B—Wintergreen clay loam, 2 to 7 percent slopes, severely eroded

Setting

Major land resource area: Blue Ridge (MLRA 130), Southern Piedmont (MLRA 136), and Northern Piedmont (MLRA 148)

Landform: Fans, drainageways, and stream terraces

Position on the landform: Mountainbases, head slopes, and treads

Size of areas: 5 to 50 acres

Shape of areas: Irregular

Map Unit Composition

Wintergreen and similar soils: Typically 90 percent, ranging from about 85 to 95 percent

Typical Profile

Surface layer:

0 to 3 inches—strong brown clay loam

Subsoil:

3 to 7 inches—strong brown clay loam

7 to 35 inches—red clay

35 to 62 inches—red clay; few pinkish white and few strong brown mottles

Minor Components

Dissimilar components:

- The well drained and somewhat excessively drained Occoquan soils that have less clay in the subsoil than the Wintergreen soil and that are on the steeper backslopes
- Hayesville soils that formed in residual material and are in landscape positions similar to those of the Wintergreen soil
- Elioak soils that formed in residual material and are in landscape positions similar to those of the Wintergreen soil
- Littlejoe soils that formed in residual material and are in landscape positions similar to those of the Wintergreen soil

Similar components:

- Noneroded areas that have a surface layer of loam
- Areas that are yellowish brown to yellowish red in the subsoil

Soil Properties and Qualities

Available water capacity: High (about 9.1 inches)

Slowest saturated hydraulic conductivity: Moderately high (about 0.60 in/hr)

Depth class: Very deep (more than 60 inches)

Depth to root-restrictive feature: More than 60 inches

Drainage class: Well drained

Depth to seasonal water saturation: More than 6 feet

Flooding hazard: None

Ponding hazard: None

Shrink-swell potential: Moderate

Runoff class: Medium

Surface fragments: None

Parent material: Colluvium and/or alluvium



Soil Survey of Nelson County, Virginia

Use and Management Considerations

Cropland

Suitability: Moderately suited to alfalfa hay, grass-legume hay, wheat, and corn; poorly suited to soybeans

- The rate of surface runoff, the erosion hazard, and the amount of nutrient loss are increased because of the slope.
- The high clay content restricts the rooting depth of crops.
- Clods may form if the soil is tilled when wet.
- The risk of compaction increases when the soil is wet.
- Soil crusting results in a decrease in water infiltration and hinders the emergence of seedlings.

Pastureland

Suitability: Moderately suited to pasture

- The hazard of erosion, the rate of surface runoff, and the amount of nutrient loss are increased because of the slope.

Woodland

Suitability: Well suited to northern red oak; moderately suited to yellow-poplar

- Proper planning for timber harvesting is essential in order to minimize the potential negative impact to soil and water quality. A timber harvest plan should include general adherence to all applicable best management practices.
- The slope may restrict the use of some mechanical planting equipment.
- The low strength interferes with the construction of haul roads and log landings.
- The low strength may create unsafe conditions for log trucks.
- The stickiness of the soil reduces the efficiency of mechanical planting equipment.
- The stickiness of the soil restricts the use of equipment for site preparation to the drier periods.

Building sites

- The high content of clay in the subsurface layer increases the difficulty of digging, filling, and compacting the soil material in shallow excavations.

Septic tank absorption fields

- This soil is well suited to septic tank absorption fields.

Local roads and streets

- Because of shrinking and swelling, the use of this soil as base material for local roads and streets is restricted.
- The low strength is unfavorable for supporting heavy loads.

Interpretive Groups

Prime farmland: Not prime farmland

Land capability class: 3e

Virginia soil management group: O

Hydric soil: No

53C—Wintergreen clay loam, 7 to 15 percent slopes, severely eroded

Setting

Major land resource area: Blue Ridge (MLRA 130), Southern Piedmont (MLRA 136), and Northern Piedmont (MLRA 148)

Landform: Fans, drainageways, and stream terraces



EXHIBIT F
PRELIMINARY SITE PLAN

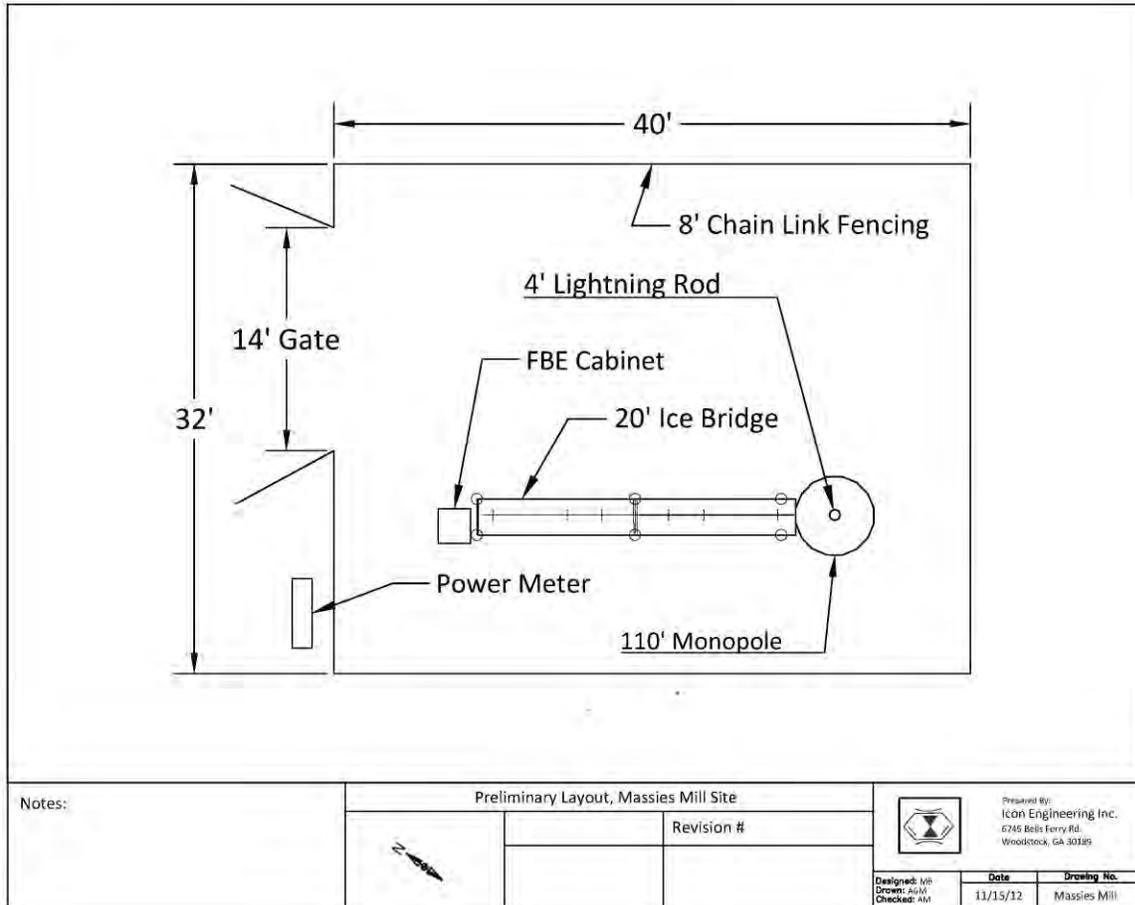




EXHIBIT G
SAMPLE CONTRACT



AGREEMENT

BETWEEN

XXXXXXXXXXXXXXXXXX

AND

NELSON COUNTY
FOR

NETWORK WIRELESS TOWER SOLUTION
Massies Mill

XXXXXXXXXXXXXXXXXX



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EXAMPLE ONLY



Nelson County Network Wireless Tower Solution Agreement

AGREEMENT

THIS AGREEMENT, made and entered this XXth day of XX, 2012, by and between the County of Nelson, Virginia (the "County") and XXXXXXXXX. (the "Contractor") provides:

A. Undertaking.

The Contractor will furnish materials and perform the work for the construction of two tower installations (the "Work") in accordance with this Agreement, the General Conditions, the pricing payment schedule (Exhibit 1), the specifications listed in Nelson County Wireless Tower Solution Request for Proposal 201-SC012ANetWTS dated November 21, 2012 XXXXXXXXX, marked as Exhibit 2, XXXXXXXXXX, marked as Exhibit 3, Federal requirements marked as Exhibit 4, supplementary specifications, marked as Exhibit 5, and the Insurance Attachment, marked as Exhibit 6, all of which are attached hereto and made a part hereof (collectively, the "Contract Documents").

B. Contract Price.

The County will pay in consideration of the Work
XX:

- 1. ONE LUMP SUM will be made for the whole contract, upon acceptance by the County, of all Work required hereunder and compliance by the Contractor will all the terms and conditions of this Agreement.
- 2. PARTIAL PAYMENTS IN THE AMOUNT OF 95 PERCENT of the value of the work in place and of the value of the materials suitably stored at the site (less the aggregate of previous payments) will be made at intervals of _____. The value of the work and materials in place or on site shall be as estimated by the Contractor and approved by the County. Upon acceptance by the County of all Work required hereunder, and compliance by the Contractor with all terms and conditions of this Agreement, the amount due the Contractor will be paid.
- 3. A schedule of payments based on milestones enumerated in Exhibit 1.

C. Term.

The Contractor will begin the Work by XXXXXXXXXX and complete the Work by XXXXXXXXXX

D. Notices.



All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered in person or deposited in the United States mail, postage prepaid addressed as follows. Either party may change such address from time to time by providing written notice to the other in the manner set forth above.

If to the County:

Stephen A. Carter
County Administrator
Post Office Box 336
Lovingston, Virginia 22949

If to the Contractor:

XXXXXXXXXXXXXXXXXXXX

E. Guarantee.

The period of warranty pursuant to Paragraph 6 of the General Conditions is through XXXXXXXXXXXX

F. Liquidated Damages.

Liquidated damages pursuant to Paragraph 10 of the General Conditions shall be \$250.00 per day.

G. Special Provisions.

Add to Section 9 of the General Conditions: In addition, if, prior to or during the performance of this Agreement, the County should be denied any authorization, license, or permit required for use of the proposed communication facility for its intended purpose, then the County may immediately upon written notice terminate this Agreement. The Contractor will be paid for the negotiated and agreed upon cost of the Work performed as of the termination date. The Contractor shall accept for return all components ordered or delivered and not yet permanently affixed to the real estate and shall issue a credit to the County for the price of such components, less, if applicable, a restocking fee of 10% on major items and the cost of delivery to and retrieval from the construction site.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

COUNTY OF NELSON

By: _____

Its _____

Contractor

By: _____

Its _____



Approved as to form:

County Attorney

EXAMPLE ONLY



GENERAL CONDITIONS

The following provisions are made a part of the Agreement:

1. Performance of Work.

Contractor shall perform all services hereunder: (i) expeditiously and consistent with the orderly progress of the project; (ii) in accordance with the standard of care and skill existing as of the date such services are provided; (iii) in accordance with all applicable laws, codes and regulations in effect at the time the Work is complete; and (iv) in accordance with current standard technology for completed similar project systems accepted within the industry as of the time the Work is complete.

2. Changes in Work.

The County may at any time make changes in the drawings and/or specifications, within the general scope thereof. If such changes cause an increase or decrease in the amount due under this Agreement or in the time required for its performance an equitable adjustment will be made, and this Agreement will be modified accordingly by a "Contract Change Order". No charge for any extra work or material will be allowed unless the same has been ordered on such Contract Change Order by the County, and the price therefor stated in the order.

3. Inspection of Work.

All materials and workmanship will be subject to inspection, examination, and testing by the County, or the County's representative, who will have the right either to reject defective material and workmanship or to require its correction.

4. Releases.

Prior to final payment, the Contractor, if requested by the County, will submit evidence that all payrolls, material bills, and other indebtedness connected with the Work have been paid as required by the County.

5. Obligation to Discharge Liens.

Acceptance by the County or its representative of the completed Work and payment therefor by the County will not relieve the Contractor of obligation to the County to discharge any and all liens for the benefit of subcontractors, laborers, materialmen or any other persons performing labor upon or furnishing material or machinery in connection with the Work which have attached to or may subsequently attach to the property, or interest, of the County.

6. Guarantee.

The Contractor warrants and guarantees for the period provided in Paragraph E of the Agreement from the Date of Acceptance that the completed Work is free from all defects due to faulty materials or workmanship and that the Contractor shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the Work resulting from such defects. The County will give notice of observed defects with reasonable promptness. In the event that the Contractor shall fail to make such repairs, adjustments, or other corrective action that may be made necessary by such defects, the County may do so and charge the Contractor the cost thereby



incurred. In addition, Contractor shall provide the County with all warranty materials issued by a manufacturer for components of the Work and shall take all steps necessary to activate, document, and maintain in force such warranties. Nothing herein shall be construed to establish a period of limitation with respect to any other obligation under the Agreement.

7. Late Payment Fee.

All invoices issued under this Agreement shall be submitted to the County net 45 days. A 1.5% service charge shall be assessed on all invoices not paid within 45 calendar days from date of invoice.

8. Expense Reimbursement.

The Contract Price includes all fees and ordinary expenses including reasonable travel, lodging, meals, telephone expense, office overhead and clerical support. Contractor shall pay all such "out-of-pocket" expenses and shall not be entitled to reimbursement from the County except by mutual prior agreement.

9. Termination.

The County upon written notice to the Contractor may terminate this Agreement. The Contractor will be paid for the negotiated and agreed upon cost of the Work performed as of the termination date. If any work or service hereunder is in progress, but not completed as of the date of termination, then the Agreement may be extended upon written approval of the County until the work or services are completed and accepted.

10. Default.

If the Contractor should refuse or fail to complete the Work within the time specified in this Agreement, or any extension thereof, then the County may terminate the Contractor's right to proceed and may take over the Work and prosecute the same to completion by contract or otherwise. The Contractor shall be liable for any excess cost occasioned by the County thereby and the County may take possession of and utilize in completing the Work such materials and equipment as may be on the site of the Work and necessary therefor. If, in the event of default, the County does not terminate the right of the Contractor to proceed, the Contractor will continue the Work, in which event, actual damages for delay will be impossible to determine, and in lieu thereof, the Contractor may be required to pay to the County the sum provided in Paragraph F of the Agreement as liquidated damages for each calendar day of delay, and the Contractor will be liable for the amount thereof; *provided however*, that the right of the Contractor to proceed will not be terminated because of delays in the completion of the Work due to unforeseeable causes beyond the Contractor's control and without Contractor's fault or negligence.

11. Relationship of Parties.

The Contractor's relationship with the County shall at all time be that of an independent contractor. The Contract Documents shall not be construed to designate the Contractor, or any of its officers, employees, as either employees or agents of the County. The Contractor shall accept full and exclusive responsibility for the payment of any and all contributions or taxes, or both, for any unemployment insurance, medical and old age retirement benefits, pensions, and annuities now or hereinafter imposed under any law of the United States or any State, which are measured by the wages, salaries or other



remuneration paid to persons employed by the Contractor on the work to be performed under the contract or in any way connected therewith. The Contractor shall comply with all administrative regulations and rulings there under with respect to any of the matters. The Contractor shall reimburse the County for any of the contributions or taxes, or both, or any part thereof, if by law the County may be required to pay the same or any part thereof.

12. Disclosure.

During the term of this Agreement, the Contractor shall not, without the prior written permission of the County, accept from other clients any assignment or tasks which substantially conflict with the objectives of this Agreement. The Contractor shall give written notice to the County with respect to any such assignments or tasks. The notice shall set forth in reasonable detail the services the Contractor would undertake to perform in connection with such assignments or tasks. The County agrees to grant or deny its consent to the Contractor's acceptance of the assignments or tasks described in the notice within ten days after the notice is given. The County shall be deemed to have granted its consent if no action is taken by the County within said ten-day period.

13. Employees.

Contractor's employees and agents, if any, who perform services for the County under this Agreement, shall also be bound by the provisions of this Agreement.

14. Injuries.

Contractor waives any rights to recover damages from the County for any injuries that Contractor, its employees, or both, may sustain while performing services under this Agreement and that are a result of the negligence of Contractor or its employees or agents. The Contractor shall take precautions for the safety of, and provide reasonable protection to prevent injury, loss, or damage to, its employees, and other persons who may be affected by the Work and to property at the site of the Work or adjacent thereto.

15. Indemnification.

The Contractor shall indemnify and hold harmless the County, its officers, agents and all employees and volunteers, from any and all claims of bodily injury, personal injury or property damage, including the cost of investigation, all expenses of litigation, including reasonable attorney fees, and the cost of appeals arising out of any claims or suits which result from error, omissions, or negligent acts of the Contractor or its sub-contractors and their agents and employees. Contractor shall indemnify and hold harmless the County against and from all liability, claims, damages and costs, including attorney's fees of every kind and nature attributable to bodily injury, sickness, disease, or death or to damage or destruction of property resulting from or in any manner arising out of or in connection with the performance of the Work under this Agreement. The provisions of this section shall survive the termination or other conclusion of this Agreement.

16. Acceptance.

Neither payment, final or otherwise, nor partial or entire use, occupancy or acceptance of the Work by the County shall operate as an acceptance of any products or services not in accordance with this



Agreement, nor shall same relieve Contractor of any responsibility for negligence, errors, or omissions in connection with the Work or operate to release the Contractor from any obligation under the Agreement.

17. Insurance.

The Contractor shall, during the performance of the Agreement, keep in force at least the following minimum limits of insurance as listed on the Insurance Attachment and which shall be written on an occurrence basis. Workers compensation insurance shall comply with the requirements of the laws of the Commonwealth of Virginia. The Contractor shall furnish an original Certificate of Insurance, naming, with the exception of Worker's Compensation and Professional Liability, the County of Nelson, Virginia, as an additional insured. The Certificate of Insurance must provide that the County shall be given 45 days advance notice of cancellation, non-renewal or material change in coverage.

18. Records Retention and Availability.

Contractor agrees that the County, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of Contractor and involve transactions relating to this Agreement. Contractor agrees to maintain these records for a period of three (3) years from the date of termination of this Agreement.

19. Ownership.

Contractor shall retain all right, title and interest in all copyrights, patents, service marks, trade secret, and other intellectual property rights in and to all technical or internal designs, methods, ideas, concepts, techniques and templates previously developed by Contractor or developed during the course of the provision of services hereunder. All products created for the County as a result of this Agreement will be the sole property of the County to be used, reused, altered, and distributed in the County's discretion, provided however, that any reuse by or on behalf of the County without written verification or adoption by Contractor for the specific purpose intended will be at the County's sole risk and without liability or legal exposure to Contractor. Any such verification or adaption by Contractor will entitle Contractor to further compensation at rates to be agreed upon.

20. Nondiscrimination.

During the performance of this Agreement, Contractor agrees as follows (Code of Virginia, Section 2:2-4311):

- a. Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability or other basis prohibited by state law relating to discrimination in employment except where there is a bona fide occupational qualification, reasonably necessary to the normal operation of the Contractor. Contractor agrees to post in conspicuous places, available to employees



and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- b. Contractor in all solicitations or advertisements for employees placed by or on behalf of Contractor, shall state that such Contractor is an equal opportunity employer.
- c. 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.

Contractor shall include the provisions of the foregoing paragraphs of this section in every subcontract or purchase order of over \$10,000.00, so that the provisions will be binding upon each subcontractor or vendor.

21. Drug-Free Workplace to be Maintained by the Contractor.

During the performance of this Agreement, Contractor agrees as follows (Code of Virginia, Section 2:2-4312):

- a. Contractor shall provide a drug-free workplace for all of its employees. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession or use of a controlled substance or marijuana is prohibited in the workplace and specify the actions that will be taken against employees for violations of this prohibition.
- b. Contractor, in all solicitations or advertisements for employees placed by or on behalf of Contractor shall state that such Contractor maintains a drug-free workplace.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule of regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

Contractor shall include the provisions of the foregoing paragraphs of this section in every subcontract or purchase order of over \$10,000.00 so that the provisions will be binding upon each subcontractor or vendor.



22. Faith Based Organizations.

The County does not discriminate against faith-based organizations.

23. Immigration Law.

Contractor covenants that it does not, and shall not during the performance of this Agreement for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

24. Payment.

The Contractor agrees to comply with the requirements of Section 2.2-4354 of the Virginia Code regarding payment to other entities and that Contractor will take one of the two actions permitted therein within seven (7) days after receipt of amounts paid to Contractor by the County. The Contractor shall indemnify and hold the County harmless for any lawful claims resulting from failure of the Contractor to make prompt payments to all persons supplying him equipment, labor, tools, or material in prosecution and completion of the Work provided for in the Agreement. In the event of such claims, the County may, after providing written notice to the Contractor, withhold from any progress and/or final payment the unpaid sum of money deemed sufficient to pay all lawful claims and associated costs in connection with the Agreement.

25. Retainage

Retainage shall mean 5 percent (5%) of the monies payable by the Owner to the Contractor pursuant to the Contract, with a maximum retainage cap of \$150,000. Retainage shall be paid to Contractor within forty-five (45) days of Final Completion and Acceptance.

26. Contractual Claims.

Contractual claims, whether for money or for other relief, shall be submitted, in writing, no later than sixty (60) days after final payment, written notice of the Contractor's intention to file such claim must be given at the time of the occurrence or beginning of the work upon which the claim is based. Such notice is a condition precedent to the assertion of any such claim by the Contractor. A written decision upon any such claims will be made by the County Administrator or his designee within thirty (30) days after submittal of the claim and any practically available additional supporting evidence required by the County Administrator. The Contractor may not institute legal action prior to receipt of the County's decision on the claim unless the County Administrator fails to render such decision within 120 days from submittal of its claim. The decision of the County Administrator shall be final and conclusive unless the Contractor within six (6) months of the date of the final decision on a claim or from expiration of the 120 day time limit, whichever occurs first, initiates legal action as provided in Section 2.2-4364, of the Virginia Code. Failure of the County to render a decision within said 120 days shall not result in the Contractor being awarded the relief claimed nor shall it result in any other relief or penalty. The sole result of the County's failure to render a decision within said 120 days shall be Contractor's right to immediately institute legal action. No administrative appeals procedure pursuant to Section 2.2-4365, of the Virginia Code, has been established for contractual claims under this Agreement.



27. Assignment.

Contractor's obligations under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of the County.

28. Entire Agreement.

This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties. In the event of any conflict between provisions contained herein and those appearing in an exhibit, the provisions of the document deemed by the County to be most favorable to the County shall prevail.

29. Amendment.

This Agreement may not be modified or amended unless the amendment is made in writing and is signed by both parties.

30. Severability.

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court should find that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it becomes valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

31. Waiver of Contractual Right.

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

32. Applicable Law.

The laws of the Commonwealth of Virginia shall apply in the construction and enforcement of this Agreement. The sole venue for any proceeding between the parties regarding this Agreement shall lie in the Circuit Court of Nelson County, Virginia.

33. Construction Supervision. (Check if applicable.)

Contractor shall perform the Work in accordance with the Contract Documents and shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.

34. Cooperative Procurement. (Check if applicable.)

The procurement of goods and/or services provided for in this Agreement is being conducted pursuant to Virginia Code Section 2.2-4304. Therefore, the Contractor agrees that it will contract with any other public agency or body in the Commonwealth of Virginia who so desires, to permit those public agencies or bodies to purchase such services at contract prices, in accordance with the terms, conditions, and specifications of this procurement. The Contractor shall deal directly with each public agency, public school system or body seeking to obtain any goods and/or services pursuant to this Agreement or from



this procurement and in accordance with Virginia Code Section 2.2-4304. The County of Nelson shall not be responsible or liable for any costs, expenses, or any other matters of any type to either the Contractor or the public agency or body seeking to obtain any goods and/or services pursuant to this cooperative procurement provision.

EXHIBIT 1
CONTRACT PRICING

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.

The milestones timeframes were developed for work occurring on both tower sites concurrently or sequentially in a continuous process. Should contractor be delayed because either site is not ready for work, contractor may bill independently for each site (see amounts in parentheses under “Milestone Amounts” above).



EXHIBIT 2
NELSON COUNTY RFP # 2012-SC012ANETWTS

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EXAMPLE ONLY



EXHIBIT 3
RESPONDENT RFP

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EXAMPLE ONLY



EXHIBIT 4

FEDERAL REQUIREMENTS

The following referenced Federal Laws shall apply in the construction and enforcement of this Agreement, as applicable, with the same force and effect as if they were given in full text. Additional applicable Federal Laws may be contained in the following documents and are incorporated herein by reference: U.S. Department of Commerce Financial Assistance Standard Terms and Conditions, 15 CFR Part 14, Uniform Administrative Requirements for Grants and Contracts to States and Local Governments, OMB Circular A087, Cost Principles for State, Local, and Indian Tribal Governments, OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, 74 FR 33104 July 9, 2009, 74 FR 41676 August 18, 2009, 74 FR 42644 August 24, 2009. American Recovery and Reinvestment Act of 2009-DOC Standard Terms and Conditions.

1. Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees)
2. Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). (All contracts and subgrants for construction or repair)
3. Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5).

Pursuant to Section 1606 of the Recovery Act, any project using Recovery Act funds requires the payment of not less than the prevailing wages "at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor," in accordance with 40 U.S.C. 3142(b), for "all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government." With respect to the labor standards specified in this section, the Secretary of Labor shall have the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (64 Stat. 1267; 5 U.S.C. App.) and Section 3145 of Title 40, United States Code.

4. Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts awarded by grantees and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers)
5. Compliance with Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246, as amended). (Applicable to all contracts and subcontracts exceeding \$10,000.)
 - a. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.



b. The goals and timetables for minority and female participation, expressed in percentage terms for the Vendor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables	Goals for minority participation in each trade	Goals for female participation in each trade
<i>Nelson Construction Project (Less than one year)</i>	12%	06.9%

These goals are applicable to all the Vendor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The Vendor's compliance with the Executive Order 11246, as amended, and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Vendor to Vendor or from project to project for the sole purpose of meeting the Vendor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

6. Compliance with U.S. Department of Commerce, National Telecommunications and Information Administration (NTIA) requirements and regulations pertaining to reporting.

Recovery Act sec. 1512(c), 123 Stat. at 287; 2 CFR part 176; OMB, Interim Final Guidance for Federal Financial Assistance, 74 FR 18449 (Apr. 23, 2009); Implementing Guidance for Reports on Use of Funds Pursuant to the American Recovery and Reinvestment Act of 2009 (OMB M-09-21 June 22, 2009), available at http://www.whitehouse.gov/omb/assets/memoranda_fy2009/m09-21.pdf.



7. Compliance with U.S. Department of Commerce, National Telecommunications and Information Administration (NTIA) requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.

The specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards are described in more detail in 37 CFR Part 401 and in particular, in the standard patent rights clause in 37 CFR § 401.14, which is hereby incorporated by reference.

8. Compliance with U.S. Department of Commerce, National Telecommunications and Information Administration (NTIA) requirements and regulations pertaining to copyrights and rights in data.

a. Data, Databases, and Software.

The rights to any work produced or purchased under a DOC Federal financial assistance award are determined by 15 CFR § 24.34 and 15 CFR § 14.36. Such works may include data, databases or software. The recipient owns any work produced or purchased under a DOC Federal financial assistance award subject to DOC's right to obtain, reproduce, publish or otherwise use the work or authorize others to receive, reproduce, publish or otherwise use the data for Government purposes.

b. Copyright.

The recipient may copyright any work produced under a DOC Federal financial assistance award subject to DOC's royalty-free nonexclusive and irrevocable right to reproduce, publish or otherwise use the work or authorize others to do so for Government purposes. Works jointly authored by DOC and recipient employees may be copyrighted but only the part authored by the recipient is protected because, under 17 U.S.C. § 105, works produced by Government employees are not copyrightable in the United States. On occasion, DOC may ask the recipient to transfer to DOC its copyright in a particular work when DOC is undertaking the primary dissemination of the work. Ownership of copyright by the Government through assignment is permitted by 17 U.S.C. § 105.

9. Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

10. Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.



11. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000).
12. Compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871). [53 FR 8048, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19642, Apr. 19, 1995]
13. Compliance with the Whistleblower Protection requirements of the American Recovery and Reinvestment Act (Recovery Act), Section 553 of Division A, Title XV, Public Law 111-5.

This project is being performed under the American Recovery and Reinvestment Act of 2009 (ARRA) and the following federal requirements must be included in the RFP and contract.

DAVIS BACON ACT

Federally funded projects are required to comply with the Davis-Bacon Act ("DBA"). The requirements of the DBA and related labor acts can be reviewed at <http://www.dol.gov/whd/contracts/dbra.htm>.

This attachment is intended to assist in the Respondent's investigation of their wage responsibilities, but shall not be construed as full and complete information or as advice, business, legal or otherwise. It is the Vendor's responsibility to be in full compliance with the DBA and must submit a proposal accordingly. Nelson County will be required to verify that the Vendor is in compliance with DBA.

The DBA requires Vendors and Subcontractors to submit certified weekly payrolls for contracts subject to the DBA. Employees must be paid on a weekly basis. The Wage and Hour Division of the Department of Labor ("DOL") has made available a form that contractors may use to submit their certified weekly payrolls. While it is not required that this form be used, this form has already been verified as meeting the required needs of DBA compliance and is recommended by the DOL and is the method preferred by Nelson County. The form and its instructions can be found at <http://www.dol.gov/whd/programs/dbra/wh347.htm>

The construction type for this Work is "Heavy Construction." The wage determinations on this schedule will indicate the minimum rates that can be paid for work performed on this project. For labor classifications not listed, it is the Vendor's responsibility to anticipate the minimum rate that will subsequently be established based on the rate information provided and submit a proposal accordingly.

The Heavy Construction wage determination for Nelson County can be reviewed at <http://www.wdol.gov/wdol/scafiles/davisbacon/VA148.dvb> and it is the responsibility of the Vendor to ensure the most recent wage determinations are utilized in developing their response. At the time of this document's release the following wage determination was applicable to this project (displayed verbatim):

General Decision Number: VA120056 01/06/2012 VA56

Superseded General Decision Number: VA20100148



State: Virginia

Construction Types: Heavy (Heavy and Sewer and Water Line)

Counties: Fluvanna, Greene and Nelson Counties in Virginia.

HEAVY CONSTRUCTION PROJECTS (Including Sewer and Water Lines)

Modification Number Publication Date

0 01/06/2012

SUVA2010-046 09/02/2010

	Rates	Fringes
CARPENTER, Includes Form Work....	\$ 12.31	0.41
CEMENT MASON/CONCRETE FINISHER	\$ 19.00	3.83
ELECTRICIAN.....	\$ 22.08	6.30
IRONWORKER, REINFORCING.....	\$ 22.45	11.85
IRONWORKER, STRUCTURAL.....	\$ 20.55	8.25
LABORERS		
Common or General.....	\$ 9.22	0.48
Flagger.....	\$ 7.39	0.20
Landscape.....	\$ 10.00	
Pipelayer.....	\$ 12.93	2.84
POWER EQUIPMENT OPERATOR:		
Backhoe.....	\$ 15.43	1.18
Bobcat/Skid Loader.....	\$ 11.40	
Bulldozer.....	\$ 20.63	7.28
Crane, All Types.....	\$ 15.85	1.46
Excavator.....	\$ 12.50	0.54
Loader.....	\$ 11.71	2.11
Mechanic.....	\$ 26.78	6.32
Trackhoe.....	\$ 12.75	1.24
Tugboat.....	\$ 19.00	
TRUCK DRIVER: All Dump Trucks....	\$ 9.96	0.97



WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters, PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rate.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on



a wage determination matter

* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION



EXHIBIT 5
SUPPLEMENTAL REQUIREMENTS

EXAMPLE ONLY



EXHIBIT 6
INSURANCE ATTACHMENT

The Vendor shall, during the performance of the Agreement, keep in force at least the following minimum limits of insurance: Workers compensation insurance shall comply with the requirements of the laws of the Commonwealth of Virginia.

Class of Insurance	Each Person	Each Occurrence	Aggregate
Worker's Compensation	Statutory	Statutory	Statutory
Commercial General Liability	\$2,000,000	\$2,000,000	\$2,000,000
Automobile Liability, Combined Single Limit	\$1,000,000	\$1,000,000	\$1,000,000

The Vendor shall furnish a Certificate of Insurance, naming, the Nelson County as an additional insured. The Certificate of Insurance must provide that the Authority shall be given 45 days advance notice of cancellation, non-renewal or material change in coverage.

Acceptable Excerpt from Letter of Design concerning Pole collapse

The following with manufacturer's and pole specific information removed was produced by a tower manufacturer in relation to a new tower constructed in Nelson County. There have been other examples in Nelson County as well as many cited on various Internet sites. This would be an acceptable example of a letter indicating that the tower would collapse upon itself.

A. "The XXXX monopole, with XXXXX flush mounted antennas attached, will be designed for a Basic Wind Speed of 90 mph (no ice), 30 mph (0.75" ice), Structure Class II, Exposure Category C, and Topographic Category 1 in accordance with the Telecommunications Industry Association Standard ANS/TIA-222-G-2005, "Structural Standard for Antenna Supporting Structures and Antennas".

"When designed according to these standards, the wind pressures and steel strength capacities include several safety factors, resulting in an overall minimum safety factor of 25%. Therefore, it is highly unlikely that the monopole will fail structurally in a wind event where the design wind speed is exceeded within the range of the built-in safety factors."

"Should the wind speed increase beyond the capacity of the built-in safety factors, to the point of failure of one or more structural elements, the most likely location of the failure would be within one of the monopole shaft sections. This would result in a buckling failure mode, where the steel shaft would bend beyond its elastic limit (beyond the point where the shaft would return to its original shape upon removal of the wind load)."

"Therefore, it is likely that the overall effect of an extreme wind event would be localized buckling of the monopole shaft. Assuming that the wind pressure profile is similar to that used to design the monopole, the shaft will buckle at the location of the highest combined stress ratio in the upper portion of the monopole. This is likely to result in the portion of the monopole above "folding over" onto the portion below. In the event of a total separation, this, in turn would result in collapse of that portion to the ground within a radius of XX ft from the base of the monopole, or within the confines of the property line."