

# **Call for Sealed Bids**

# Microwave Antenna Replacement

Proposals must be received no later than 3:00 p.m. on Friday, August 23rd, 2024

Skagit 911 2911 East College Way, Suite A Mount Vernon, WA, 98273

## **Call for Sealed Bids**

## **Microwave Antenna Replacement**

### Major Work to be performed

Replace the existing 8' microwave antennas at Lyman Hill and Mount Erie with new ultra-high performance antennas, Installation of new antenna mounts, Installation of 2 Stiff arms, assembly of the new antennas.

Sealed bids will be received until 3:00 p.m. Pacific Daylight Savings Time, Friday, August 23<sup>rd</sup>, 2024 at the Skagit 911 Administrative Office located at 2911 East College Way, Suite A, Mount Vernon, WA 98273, at which time all bids will be publicly opened and read aloud. Any bid received after that time will be returned unopened. Bids may not be electronically submitted.

The bid container must be clearly marked "Microwave Antenna Replacement".

This Request for sealed bids and related specifications, plans, and pre-proposal addenda are on file and may be obtained at Skagit 911 at the above address or electronically on Skagit 911's website: <a href="https://www.skagit911.us">www.skagit911.us</a>.

Prospective companies (hereinafter referred to as Vendor, Contractor, Bidder, Proposer) shall examine the information contained herein and shall comply and conform strictly to the conditions and instructions set forth in this document. There will not be pre-bid conference. Site walks may be scheduled as needed. Questions regarding this proposal should be directed to Mike Voss, Technical Services Manager by calling 360-428-3206 or via email at <a href="mailto:vossmi@skagit911.us">vossmi@skagit911.us</a>. Inquiries and replies will be sent out to all known proposers. To be placed on the proposers list, please email Mike Voss at <a href="mailto:vossmi@skagit911.us">vossmi@skagit911.us</a>. With the subject line "Christian Camp Rd Radio Site".

Bidders should register with Mike Voss to obtain the latest information including any pre-bid addenda.

Skagit 911 reserves the right to reject any bid in whole or in part or to waive any informality in bidding if it is determined to be in the best interest of Skagit 911. Skagit 911 is not obligated in any way to award a contract under this request for proposals.

Proposals may be held by Skagit 911 for a period not to exceed one-hundred twenty days (120) days from the date of the opening of bids for the purpose of reviewing the proposals and investigating the qualifications of the proposer prior to awarding the contract.

#### 1. Instructions to Bidders

- 1.1. Each proposal must be submitted on the prescribed forms and all blank spaces for prices must be filled in. Prices must be filled-in in ink or typewritten on the provided document.
- 1.2. Proposals may be withdrawn personally, by written request, or email, sent by the proposer in time for delivery in the normal course of business prior to the time fixed for opening the proposals. Negligence on the part of the proposer in preparing their proposal confers no right of withdrawal or modification of their proposal after such proposal has been opened.
- 1.3. Conditional proposals will not be accepted.
- 1.4. Should a proposer find any omissions, discrepancies or errors in the specifications or other Proposal Documents or should he be in doubt as to the meaning of the Specifications or other Proposal Documents, they should immediately notify Skagit 911 who may correct, amend or clarify such documents by a written interpretation or addendum delivered to all registered bidders via email. No oral interpretations shall be made to any proposer and no oral statement of Skagit 911 shall be effective to modify any of the provisions of the Proposal Documents.
- 1.5. The proposal will be awarded to the responsible/responsive proposer submitting the proposal that results in the lowest net cost and best value Skagit 911 while complying with all conditions set forth in these Request for Proposal Documents. The completion date and other factors may be considered in the awarding of the contract and may result in an award to a vendor other than the proposer quoting the lowest price.
- 1.6. Skagit 911 ensures full compliance with Title VI of the Civil Rights Act of 1964 by prohibiting discrimination against any person on the basis of race, color, national origin or sex in the provision of benefits and services resulting from the federally assisted programs and activities.
- 1.7. A nonresponsive proposal shall be: 1) a proposal response that that is missing any or all of the proposal documents called for in this document, 2) a proposal response that takes complete exception to the request for proposal specifications, or 3) a proposal response that does not comply with any mandatory requirement spelled out in the request for proposal specifications.

Documents required to be submitted with the proposal include:

- 1.7.1. General Contractor Resume
- 1.7.2. R56 training/certification
- 1.7.3. Cable/Antenna Analyzer training

- 1.7.4. Competent Climber/Rescuer Certificates (Based on Current Edition)
- 1.7.5. Proposal Form.
- 1.7.6. Bid Bond
- 1.7.7. Company Profile Form and References (3 references required)
- 1.7.8. Non-Collusion Affidavit
- 1.7.9. Proof of Insurance
- 1.7.10. Proposal Authorization Form
- 1.7.11. Notation of any exceptions taken to the Skagit 911 proposal specifications and/or Standard Purchasing Contract.

### 2. General Requirements

- 2.1. If a company has been debarred by the State of Washington, they may not submit a bid.
- 2.2. Pricing Maintained Pricing offered under this proposal shall be good for one hundred eighty days (180) days from the date the contract is signed.
- 2.3. Exceptions Vendors taking exceptions to the specifications shall state the exceptions in detail. Proposals containing a significant number of exceptions may be declared non-responsive.
- 2.4. New Materials All material and components furnished by the contractor shall be new. Used or refurbished components or materials shall not be used unless they have been specifically allowed for in the specifications.
- 2.5. Form of Proposal Proposals must be submitted on the proposal form provided in this document. Other pages may be attached by the vendor should it be necessary to clarify their proposal.
- 2.6. Contractors (Determining Lowest Responsible Proposer)- Contractors must be registered contractors at time of proposal, be bonded, have a current UBI number, have industrial insurance coverage as verified by WA L&I, have an Employment Security Department number, have a WA state Excise Tax Registration Number, and must not be disqualified from bidding per the Debarred Contractors list.
- 2.7. Prevailing Wage State prevailing wage rates per Washington State Department of Labor and Industries are required. For current rates in Skagit County use the following link: <a href="https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx">https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx</a> and use the proposal close date as the effective date.

- 2.8. Preparation Costs Skagit 911 shall not be liable for any pre-contract costs incurred by interested contractors participating in this request for proposal process.
- 2.9. Permits, Licenses, and Certificates The contractor, at their sole expense, shall obtain and maintain during the term of this Contract, all permits, licenses, and certificates required in connection with the performance of services under this Contract. Except Building Permits.
- 2.10. Bid Bond All proposals shall be accompanied by a bid proposal deposit in the form of a certified check, cashier's check or surety bond in an amount equal to five percent (5%) of the amount of such bid proposal. Should the successful proposer fail to enter into such contract and furnish a satisfactory performance bond within the time stated in the specifications, the proposal deposit shall be forfeited to Skagit 911.
- 2.11.Performance Bond A Performance bond is required with this contract.
- 2.12. Retainage 5% retainage provision is required and included in this contract.
- 2.13.Assignment of Contract The Proposer shall not assign this contract nor any part thereof, nor any moneys due or to become due there under, without prior written approval of Skagit 911.
- 2.14. Project Timeline Must be Completed by September 30<sup>th</sup>, 2024.
- 2.15.Recycling and Disposal of Waste Materials All materials considered as waste from this project are to be properly recycled. Materials that are not recyclable shall be disposed in a proper and legal manner.
- 2.16.Applicable Standards
  - 2.16.1. Motorola R56 Standards and Guidelines for Communications Sites.
  - 2.16.2. ANSI ESD S20.20-2007 Protection of Electrical and Electronic Part, assemblies and Equipment.
  - 2.16.3. NFPA 1221 Standard for the Installation, Maintenance, and Use of Emergency Services Communications
  - 2.16.4. International Building Code
  - 2.16.5. International Fire Code
  - 2.16.6. International Mechanical Code

### 3. Contractor Requirements

- 3.1. Contractor Requirements
  - 3.1.1. Contractors submitting proposals on this project must have at least 10 years of experience in public safety radio site construction, tower work, and microwave antenna installation and alignment. Contractors must include a company resume describing their work experience in these areas.
  - 3.1.2. Contractor shall provide proof that they have tools approved by Andrew/Commscope for preparing the cable for connectors and grounding. Contractor shall provide proof that they have tools approved by RFS for preparing elliptical waveguide for connectors and grounding.
  - 3.1.3. Contactors shall provide proof of certification for Motorola R56 training.
  - 3.1.4. Contractors shall provide evidence of Competent Climber/Rescuer (Current Edition) training with in the last 24 months.
  - 3.1.5. Contractors shall submit proof of cable and antenna analyzer training.
  - 3.1.6. Contractor must provide proof they are approved to work on Day Wireless Towers and Puget Sound Energy Towers and radio sites..
- 3.2. Security Requirements Skagit 911's communication system is a secure network. Once the contract is awarded all employees of the General Contractor and Sub-Contractors assigned to work on this project may be subject to a criminal history background check before being allowed to work on this project. If required, Contractors and Sub-Contractors must supply the legal name and date of birth for each employee that will be working on this project so that a criminal history background check can be completed. The contractor will be notified of the status of the submitted employees prior to work commencing.
- 3.3. Cleaning After completing all work the contractor shall make sure that all debris and garbage generated by the project is removed from the site and the inside of the shelter and properly disposed of or recycled.

### 4. Lyman Hill

4.1. Microwave Antennas –Remove existing 8-foot microwave antenna and mount. Assemble and Install 1 CommScope USX8-6W-6GR microwave antenna and mount. 2 Stiff arms are required. NOTE: Existing waveguide will be used. Sweep waveguide before and after installation of new antenna. Polarization of the beam is Horizontal. Note: mounting height for centerline is the same as current antenna.

#### 5. Mount Erie

5.1. Microwave Antennas –Remove existing 8-foot microwave antenna and mount. Assemble and Install 1 CommScope USX8-6W-6GR microwave antenna and mount. 2 Stiff arms are required. NOTE: Existing waveguide will be used. Sweep waveguide before and after installation of new antenna. Polarization of the beam is Horizontal. Note: mounting height for centerline is the same as current antenna.

### 6. Equipment Provided by Skagit 911

- 6.1. Complete Antenna Kit
- 6.2. Mount

## 7. Path Alignment Goal

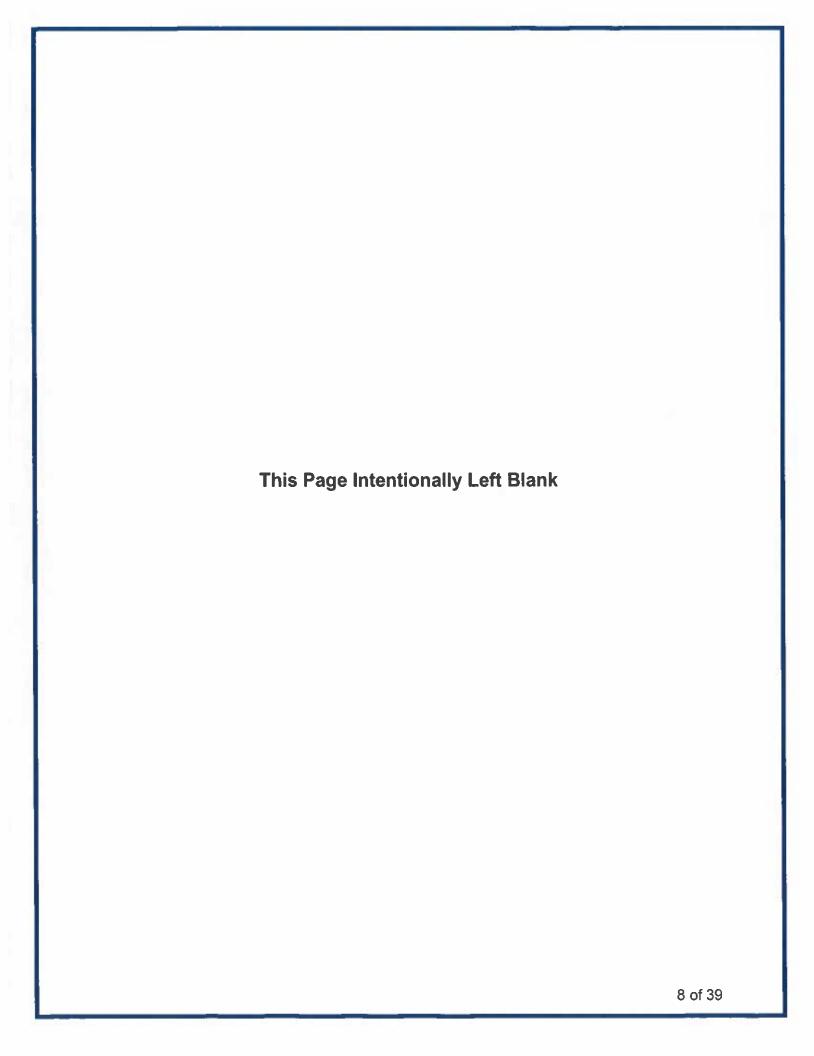
#### 7.1.-62 dBm or better

# 8. Required Deliverables

- 8.1. Tape drops of all antenna center lines at each site.
- 8.2. Photo documentation of Tape Drops.
- 8.3. Photos of antennas and mounts
- 8.4. Photos of coax runs
- 8.5. Waveguide Sweeps
- 8.6. Alignment of Antennas.

## 9. Project Schedule

9.1. Project must be completed by September 30th, 2024.



# Bidder's Checklist

General Contractor Resume
R56 Training Certificates
Cable Antenna Analyzer Training Certificates
Competent Climber/Rescuer Certificates
Approved by Day Wireless
Approved by Puget Sound Energy
Proposal Form.
Bid Bond
Performance Bond
Company Profile Form and References (3 references required)
Non-Collusion Affidavit
Proof of Insurance
Proposal Authorization Form
Notation of any exceptions taken to the Skagit 911 bid specifications and/or Standard Purchasing Contract

# **Proposal Form**

Bid Costs	Amount
Project Cost	33 (843 1973)
Washington State Sales Tax (8.8%)	
Total:	

Completion	Yes/No	
Intentionally left blank		

Date	

Company Information	Information
Legal Name of Vendor	
TIN:	
Address	
City, State, Zip	
Phone and Fax	
WA UBI Number	
WA L&I Number/Account Current	
Is the Company Debarred in Washington	
Employment Security Number	
WA Excise Tax ID	
WA Contractor License Number	
Business License?	
Are you on the WA State Debarred List?	
Name of Preparer and Title	
Signature of Preparer	
Date	

# Company Profile and References

Nearest Office Location?	
Nearest Office Location?	
How Many Years in Business?	
How many projects of this type have you completed in the last 5 years?	
Annual Sales/Contract Amounts?	
Is there any Pending Litigation against your Company?	
Ownership Structure (Corporation, LLC, Sole Proprietor, etc.)	
Reference 1	
Company	
Contact	
Telephone Number	
Project Type	
Reference 2	
Company	
Contact	
Telephone Number	
Project Type	
Reference 3	
Company	
Contact	
Telephone Number	
Project Type	

# **NON-COLLUSION AFFIDAVIT**

STATE OF WASHINGTON COUNTY OF SKAGIT	) ) )			
The undersigned, being first duly sworn on oath, says that the proposal herewith submitted is a genuine and not a sham or collusive proposal, or made in the interest or on behalf of any person not therein named; and (s)he further says that the said Vendor has not directly or indirectly induced or solicited any Vendor on the above work or supplies to put in a sham proposal, or any other person or corporation to refrain from proposing; and that said Vendor has not in any manner sought by collusion to secure to him/her self an advantage over any other Vendor or Vendors.				
		Signature of Ve	ndor/Contract	or
Subscribed and swo	rn to before me this	day of		2018.
		ry Public in and		Ť
		Comm. Evn.:		
	iviy	Comm. Exp.: _		

# **PROOF OF INSURANCE**

The Contractor shall provide proof of insurance for Commercial General Liability or Professional Liability in the amount of \$1,000,000.00 to cover Contractor's

accepta	-	this Contract. Proof of insurance shall be in a form y the Skagit 911. The type of insurance required by selow.
□ 1)	The Certifica insured: Ska	eral Liability Insurance Certificate Holder – Skagit 911 te must name the Skagit 911 as additional git 911, their Board of Directors, officers and re named as additional insured.
		ys written notice must be provided to Skagit 911 of f the insurance policy.
□ 2)	Thirty (30) da	lity Certificate Holder – Skagit 911 ys written notice must be provided to Skagit 911 of f the insurance policy.
		form until and unless a copy of the Certificate of ted and in the amount required, is attached hereto.
_		
ſ	Date	Risk Manager
	IN WITNESS WHER	EOF, the parties have executed this Agreement

# **Proposal Authorization**

As the	of the company, I certify that I am	
empowered to act on behalf of	in signing proposals.	
	Signature	
	Printed Name and Title	
	Notary Public in and for the	
	State of:	
	Residing:	
N	/ly Commission Expires:	

# Acknowledgement of Pre-Proposal Addenda

I acknowledge receipt of the following pre-proposal addenda and have incorporated the same into these proposal documents:			
	Siam atura		
· ·	Signature		
	Printed Name and Title		

#### **APPENDIX A**

# PLAN AND PROCEDURES FOR THE UNANTICIPATED DISCOVERY OF CULTURAL RESOURCES AND HUMAN SKELETAL REMAINS.

Skagit County Sheriff's Office South Lookout and Lake McMurray Radio Sites PROJECT, in SKAGIT COUNTY WASHINGTON.

#### 1. INTRODUCTION

The Skagit County Sheriff plans to construct the South Lookout and Lake McMurray Radio Sites Project. The purpose of this project is to construct two mission critical public safety communications sites. The following Unanticipated Discovery Plan (UDP) outlines procedures to follow, in accordance with State and Federal laws, if archaeological materials or human remains are discovered at the job sites.

#### 2. RECOGNIZING CULTURAL RESOURCES

A cultural resource discovery could be prehistoric or historic. Examples include:

- An accumulation of shell, burned rocks, or other food related materials
- Bones or small pieces of bone.
- An area of charcoal or very dark stained soil with artifacts,
- Stone tools or waste flakes (i.e. an arrowhead, or stone chips),
- Clusters of tin cans or bottles, logging or agricultural equipment that appears to be older than 50 years,
- Buried railroad tracks, decking, or other industrial materials.

When in doubt, assume the material is a cultural resource.

#### 3. ON-SITE RESPONSIBILITIES

STEP 1: STOP WORK - If any Skagit County Sheriff's Office employee, Skagit 911 employee, contractor or sub-contractor believes that they have uncovered any cultural resource at any point in the project, all work in and adjacent to the discovery area must stop. The discovery location should not be left unsecured at any time.

STEP 2: NOTIFY MONITOR - There is no archeological monitor for this project.

STEP 3: NOTIFY PROJECT MANAGEMENT – Contact the Skagit County Sheriff's Office Project Manager and Skagit 911's Project Manager. Skagit County Sheriff's Office Project Manager and Skagit 911's Project Manager will coordinate notification of the Department of Commerce Grant Manager, the State of Washington Department of Archaeology & Historic Preservation, and the concerned Tribes. See appendix A of this plan for the project contacts list.

If human remains are encountered, treat them with dignity and respect at all times. Cover the remains with a tarp or other materials (not soil or rocks) for temporary protection in place and to shield them from being photographed. Do not call 911 or speak with the media.

#### 4. FURTHER CONTACTS AND CONSULTATION

Project Management's Responsibilities:

- A. <u>Protect Find:</u> Project Management is responsible for taking appropriate steps to protect the discovery site. All work will stop in an area adequate to provide for the total security, protection, and integrity of the resource. Vehicles, equipment, and unauthorized personnel will not be permitted to traverse the discovery site. Work in the immediate area will not resume until treatment of the discovery has been completed following provisions for treating archaeological/cultural material as set forth in this document.
- B. <u>Direct Construction Elsewhere On-Site</u>: Project Management may direct construction away from the cultural resources to work in other areas prior to contacting the concerned parties.
- C. <u>Notify DAHP:</u> Project Management will notify the State of Washington Department of Archaeology & Historic Preservation.
- D. Notify the Tribes: Project Management will notify the affected Tribes
- E. <u>Notify the Department of Commerce:</u> Project management will notify the Washington State Department of Commerce Grant Coordinator.
- F. <u>Human Remains:</u> If the find may be human remains or funerary objects, Project Management will ensure that a qualified individual examines the find. If it is determined to be human remains, the procedure described in Section 5 will be followed.

**G.** <u>Project Contact List:</u> The project contact list for Project Management, DAHP, and the Tribes is in Appendix A.

# 5. SPECIAL PROCEDURES FOR THE DISCOVERY OF HUMAN SKELETAL MATERIAL

Any human skeletal remains, regardless of ethnic origin, will at all times be treated with dignity and respect. If the project occurs on federal lands (e.g., National Forest or Park, military reservation) the provisions of the Native American Graves Protection and Repatriation Act of 1990 apply, and the responsible federal agency will follow its provisions.

If the project occurs on non-federal lands, the Skagit County Sheriff's Office and Skagit 911 will comply with applicable State and Federal laws, and the following procedure:

- A. Notify Law Enforcement Agency and Coroner's Office
  - 1. In addition to the actions described in Sections 3 and 4, the Project Management will immediately notify the local law enforcement agency and the coroner's office in the appropriate County.
  - 2. The coroner (with assistance of law enforcement personnel) will determine if the remains are human and whether the discovery site constitutes a crime scene, and will notify DAHP.
- B. Per RCW 27.53.030, RCW 68.50, and RCW 68.60 DAHP will have jurisdiction over non-forensic human remains.

#### 6. DOCUMENTATION OF ARCHAEOLOGICAL MATERIALS

Archaeological deposits discovered during construction will be assumed eligible for inclusion in the National Register of Historic Places under Criterion D.

A qualified Archaeologist will ensure the proper documentation and assessment of any discovered cultural resources in cooperation with the federal agency(s), DAHP, affected tribes.

All prehistoric and historic cultural material discovered during project construction will be recorded by a professional archaeologist on State of Washington cultural resource site or isolate form using standard techniques. Site overviews, features, and artifacts will be photographed; stratigraphic profiles and soil/sediment descriptions will be prepared for subsurface exposures. Discovery locations will be documented on scaled site plans and site location maps.

Cultural features, horizons and artifacts detected in buried sediments may require further evaluation using hand-dug test units. Units may be dug in controlled fashion to expose features, collect samples from undisturbed contexts, or interpret complex stratigraphy. A test excavation unit or small trench might also be used to determine if an intact occupation surface is present. Test units will be used only when necessary to gather information on the nature, extent, and integrity of subsurface cultural deposits to evaluate the site's significance. Excavations will be conducted using state-of-the-art techniques for controlling provenience.

Spatial information, depth of excavation levels, natural and cultural stratigraphy, presence or absence of cultural material, and depth to sterile soil, regolith, or bedrock will be recorded for each probe on a standard form. Test excavation units will be recorded on unit-level forms, which include plan maps for each excavated level, and material type, number, and vertical provenience (depth below surface and stratum association where applicable) for all artifacts recovered from the level. A stratigraphic profile will be drawn for at least one wall of each test excavation unit.

Sediments excavated for purposes of cultural resources investigation will be screened through 1/8-inch mesh, unless soil conditions warrant ¼-inch mesh.

All prehistoric and historic artifacts collected from the surface and from probes and excavation units will be analyzed, catalogued, and temporarily curated. Ultimate disposition of cultural materials will be determined in consultation with DAHP and the affected tribes.

Within 90 days of concluding fieldwork, a technical report describing any and all monitoring and resultant archaeological excavations will be provided to the Project Manager by a qualified archaeologist who will forward the report to DAHP, and the affected Tribe(s).

If assessment activity exposes human remains (burials, isolated teeth, or bones), the process described in Section 7 below will be followed.

#### 7. PROCEEDING WITH CONSTRUCTION

Project construction outside the discovery location may continue while documentation and assessment of the cultural resources proceed. A qualified Archaeologist must determine the boundaries of the discovery location. In consultation with DAHP and affected tribes, Project Manager the qualified Archaeologist will determine the appropriate level of documentation and treatment of the resource. DAHP will make the final determinations about treatment and documentation.

Construction may continue at the discovery location only after the process outlined in this plan is followed and the qualified Archaeologist determines that compliance with state and federal laws is complete.

#### **CONTACT LIST**

### **Skagit County Sheriff's Office**

### **Project Manager**

Chief Chris Baldwin 600 S. 3<sup>rd</sup> St, Suite 100 Mount Vernon, WA 98273 360-416-1904

#### **Alternate**

Chief Tobin Meyer 600 S. 3<sup>rd</sup> St, Suite 100 Mount Vernon, WA 98273 360-416-1903

### Skagit 911

### **Project Manager**

Mike Voss 2911 E College Way Mount Vernon, WA 98273 360-428-3206

## **WA State Department of Commerce**

#### **Grant Manager**

Susan Bütz 1011 Plum Street SE Olympia, WA 98504-2525 360-725-2741

# WA Department of Archaeology and Historic Preservation

#### Main

Dr. Allyson Brooks Washington State Historic Preservation Officer 360-586-3066

#### Samish Indian Nation

Tom Wooten, Chair 2918 Commercial Ave Anacortes, WA 98221 360-293-6404

#### Samish Indian Nation

Jacquelyn Ferry, Cultural Resources Coordinator 8327 Summit Park Road Anacortes, WA 98221 360-293-6404, Ext 126

#### Sauk-Suiattle Indian Tribe

Benjamin Joseph, Chair 5318 Chief Brown Lane Darrington, WA 98241 360-436-0131

#### Sauk-Suiattle Indian Tribe

Kevin Joseph, Cultural Resources Coordinator 5318 Chief Brown Lane Darrington, WA 98241 360-436-2833

### **Swinomish Indian Tribal Community**

Brian Cladoosby, Chair 11404 Moorage Way LaConner, WA 98257 360-466-7205

#### **Swinomish Indian Tribal Community**

James Harrison or Josephine Jefferson, Cultural Resources Coordinator 11404 Moorage Way LaConner, WA 98257 360-466-7222

### **Upper Skagit Indian Tribe**

Jennifer Washington, Chair 25944 Community Plaza Sedro Woolley, WA 98284 360-854-7090

#### **Upper Skagit Indian Tribe**

Scott Schuyler, Cultural Resource Coordinator 25944 Community Plaza Sedro Woolley, WA 98284 360-854-7009

#### **Lummi Nation**

Jerimiah Julius, Chair 2616 Kwina Road Bellingham, WA 98226 360-384-1489

#### **Lummi Nation**

Lena Tso, Cultural Resources Coordinator 2616 Kwina Road Bellingham, WA 98226 360-312-2257

#### **Nooksack Indian Tribe**

Roswell Cline, Chair 4979 Mount Baker Hwy Suite F Deming, WA 98244 360-592-5164

#### **Nooksack Indian Tribe**

George Swanaset, Cultural Resources Coordinator 4979 Mount Baker Hwy Suite F Deming, WA 98244 360-592-5176

# **Appendix B**

## **Skagit 911 CONTRACTOR SERVICES AGREEMENT**

Skagit 911 and		(hereinafter referred to as Contractor), for
and i	n consideration of the mutual benefits do hereby	y agree as follows:
1. 8	SCOPE OF PROJECT, TECHNICAL SPECIFICA	TIONS AND CONDITIONS OF WORK:
1	.1. Term of contract: contractor shall begin work complete work within days of execution	•
1	.2. To the extent not inconsistent with this agree for Proposal and the submitted Proposal, and incorporated herein by this reference.	•

2. The parties agree that Contractor is an independent contractor, and not an employee nor agent of Skagit 911. Contractor hereby agrees not to make any representations to any third party, nor to allow such third party to remain under the misimpression that Contractor is an employee of Skagit 911. All payments made hereunder and all services performed shall be made and performed pursuant to this Agreement by the Contractor as an independent contractor.

1.3. Scope of project: Installation of Antennas, Coax, Waveguide, grounding, testing, and

alignment described in the East County Antenna Project Documents.

3. Defense & Indemnity Agreement: The Contractor agrees to defend, indemnify and save harmless Skagit 911, its appointed and elective officers and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon Skagit 911, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Contractor, its subcontractors, its elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of Skagit 911, its appointed or elected officials or employees. It is further provided that no liability shall attach to Skagit 911 by reason of entering into this contract, except as expressly provided herein. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the Public Entity, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification

provided herein constitutes the Contractor's waiver of immunity under <u>Industrial Insurance</u>, <u>Title 51 RCW</u>, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

4. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the Public Entity, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

5.	This Contract shall commence on	and continue for	_ calendar days or
	until the project is deemed complete and the work a	nd materials are accepted	d by Skagit 911.

- 6. The contractor has \_\_\_ calendar days from the signing of this contract to complete the services/product. There will be a \$100.00 per day performance penalty for each day the project is not complete past \_\_\_ calendars days from the execution of this contract.
- 7. Weather delays The contractor must apply within 48 hours of a construction day lost due to inclement weather to have the day(s) added to the 90 day calendar day limit. The application shall include the day(s) in question, sites affected, and the weather conditions that delayed work and what work was delayed. Skagit 911 shall have sole right to determine whether or not to accept or deny the contractor's application.
- 8. The Contractor shall not assign any interest in this Contract and shall not transfer any interest in same without prior written County consent.
- 9. The Contractor will secure, at his own expense, all personnel required in performing said services under this Contract. Contractor shall be personally liable for applicable payroll, labor and industries premiums and all applicable taxes and shall hold Skagit 911 harmless therefrom.
- 10. The Contractor shall provide proof of insurance for Commercial General Liability coverage in the amount of \$1,000,000 per occurrence and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. Proof of insurance shall be in a form acceptable and approved by Skagit 911. A certificate of insurance naming Skagit 911, its elected officers, and employees as additional insureds and naming Skagit 911 as a certificate holder shall accompany this Contract for signing. Thirty (30) days' written notice to Skagit 911 of cancellation of the insurance policy is required. No contract shall form until and unless a copy of the certificate of insurance, in the amount required, is attached hereto.
- 11. The Contractor shall provide proof to Skagit 911 that it is insured under **automobile and vehicle liability insurance** covering claims for injuries to members of the public and/or

damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, non-owned, or hired vehicles, and general **comprehensive** liability insurance covering the work within the scope of this agreement, in such form and with policy limits in such amounts (\$1 Million per accident minimum) as are acceptable to Skagit 911. The Contractor agrees to name Skagit 911 as an **additional insured** when obtaining liability insurance and to provide a **Certificate of Insurance** to this effect.

- 12. Prevailing Wages (for work/services performed in the State of Washington): Contractor and subcontractor shall submit a "Statement of Intent to Pay Prevailing Wages" prior to submitting first application for payment. Each statement of intent to pay prevailing wages must be approved by the Industrial Statistician of the Department of Labor and Industrial Statistician of the Department of Labor and Industries before it is submitted to Skagit 911. Unless otherwise authorized by the Department of Labor and Industries, each voucher claim submitted by a Contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the pre-filed statement or statements of Intent to Pay Prevailing Wages on file with the public agency.
- 13. Termination for Public Convenience: Skagit 911 may terminate the contract in whole or in part whenever it determines, in its sole discretion that such termination is in the best interests of Skagit 911. Whenever the contract is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed at unit contract prices for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this contract by Skagit 911 at any time during the term, whether for default or convenience, shall not constitute a breach of contract by Skagit 911.

If sufficient funds are not appropriated or allocated for payment under this contract for any future fiscal period, Skagit 911 will not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. No penalty or expense shall accrue to Skagit 911 in the event this provision applies.

- 14. Bonding Requirements: Skagit 911 requires the following bonds; combination documents, cash deposits, or assigned savings accounts are acceptable alternatives:
  - 14.1. Bid Bond: 5%, if the work is subject to bid procedures;
  - 14.2. Performance bond in the form made a part of this agreement. In lieu thereof for projects of \$35,000 or less, at the contractor's option, retainage of 50% will be held until releasable under RCW 39.08.010.
- 15. Debarment. Contractor represents and agrees that it is not listed on any state or Federal debarment list and further agrees that none of its sub-contractors are listed on any state or federal debarment list.
- 16. Payment

16.1. The maximum payable hereunder is		
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- 16.2. The Contractor will be paid on the basis of invoices for work satisfactorily completed.

  Invoices are submitted to the Project Manager for approval prior to payment. No final payment shall be made until the project is accepted by the Skagit 911.
- 16.3. Prior to any payment hereunder, contractor is responsible for complying with applicable Department of Labor and Industries and Department of Revenue requirements and procedures. (General conditions section 1-07.9. If Federal Funds, Davis-Bacon Act and U. S. Department of Labor requirements.) This includes obtaining and timely filing of Intent to Pay Prevailing Wages, Affidavit of Wages paid, Notice of Completion of Public Works Contract, and any other required documents.
- 16.4. Retainage will be administered in accordance with RCW 60.28.010(1).

This day of,,	• • • • • • • • • • • • • • • • • • •
APPROVED:	
CONTRACTOR:	SKAGIT 911 Board of Directors
Signature & Title of Signatory	Julia Johnson, Chair
Print Name	Helen Rasmussen, Director, Skagit 911
Title	
Mailing Address:	
	Attest:
	by Clerk of the Board
Telephone No	
Fed. Tax ID#	
Contractor Lick #	

### PUBLIC WORKS PERFORMANCE BOND To Skagit 911, WA

Bond No. \_\_\_\_

Skagit 911, Washington, has awarded to of the project designated as		Project No, in Mount Vernon, Washington		
(Contract), and said Principal is required to furnish a bond for performance of all obligations under the Contract				
Audit Staff Bureau of Accounts, U.S. Treas	ury Dept.,	(Surety), a corporation organized under the laws to do business in the State of Washington as surety and named n Federal Bonds" as published in the Federal Register by the are jointly and severally held and firmly bound to Skagit 911,  US Dollars		
in the sum of	ract Amou	int, subject to the provisions herein.		
administrators, successors, or assigns shall Contract and fulfill all the terms and condit	well and ions of all he time an	and void, if and when the Principal, its heirs, executors, faithfully perform all of the Principal's obligations under the duly authorized modifications, additions, and changes to said in the manner therein specified; and if such performance that in full force and effect.		
Contract, the specifications accompanying t any way affect its obligation on this bond, a to the terms of the Contract or the work perfect conditions of the Contract that increase the	the Contraind waives ormed. The total amo	extension of time, alteration or addition to the terms of the ct, or to the work to be performed under the Contract shall in notice of any change, extension of time, alteration or addition a Surety agrees that modifications and changes to the terms and ount to be paid the Principal shall automatically increase the ety is not required for such increased obligation.		
		arts, and shall be signed by the parties' duly authorized officers.  y a fully executed and original power of attorney for the officer		
PRINCIPAL		SURETY		
Principal Signature	Date	Surety Signature Date		
Printed Name		Printed Name		
Title		Title		
Name, address, and telephone of local office	e/agent of	Surety Company is:		
Approved as to form:				
Signature	Title	Date		

## RETAINAGE INVESTMENT OPTION

CONTRACTOR:

PROJECT NA	AME: Dispatch Floor Modernization
DATE:	
invested. Ple	hapter 60.28 RCW, you may choose how your retainage under this contract will be held and ase complete and sign this form indicating your preference. If you fail to do so, Skagit 911 r retainage as described in "Current Expense", option 1 below.
1.	<u>Current Expense</u> : Skagit 911 will retain your money in its Current Expense Fund Account until thirty days following final acceptance of the improvement or work as completed. You will not receive interest earned on this money.
2.	Interest Bearing Account: Skagit 911 will deposit retainage checks in an interest-bearing account in a bank, mutual savings bank, or savings and loan association, not subject to withdrawal until after the final acceptance of the improvement or work as completed or until agreed to by both parties. Interest on the account will be paid to you.
3.	Escrow / Investments: Skagit 911 will place the retainage checks in escrow with a bank or trust company until thirty days following the final acceptance of the improvement or work as completed. When the monies reserved are to be placed in escrow, Skagit 911 will issue a check representing the sum of the monies reserve payable to the bank or trust company and you jointly. This check will be converted into bonds and securities chosen by you and approved by Skagit 911 and these bonds and securities will be held in escrow. Interest on these bonds and securities will be paid to you as interest accrues. Selection of this option requires an escrow agreement to be completed by the contractor. Skagit 911 will provide the form for use by the contractor. If the contractor elects to use the Escrow Investment option, please complete attached Escrow Agreement.
	BONDS AND SECURITIES ACCEPTABLE BY SKAGIT 911
	<ol> <li>Bills, certificates, notes or bonds of the United States.</li> <li>Other obligations of the United States or its agencies.</li> <li>Indebtedness of the Federal national Mortgage Association.</li> <li>Time Deposits in commercial banks.</li> </ol>
	Designate below the type of investment selected:
4.	Bond-in-Lieu: With the consent of Skagit 911, the contractor may submit a bond for all or any portion of the amount of funds retained by Skagit 911 in a form acceptable to Skagit 911 and from a bonding company meeting standards established by Skagit 911, if any.

Unless otherwise indicated, the contractor elects to submit a bond for the entire 5% retainage amount. Such bond and any proceeds there from shall be made subject to all claims and liens and in the same manner and priority as set forth for retained percentages in Chapter 60.28 RCW. Whenever Skagit 911 accepts a bond-in-lieu of retained funds from a contractor, the contractor shall accept like bonds from any subcontractors or suppliers from which the contractor has retained funds. The contractor shall then release the funds retained from the subcontractor or supplier, to the subcontractor or supplier, within thirty days of the contractor's receipt of the retained funds from Skagit 911.

Retainage is normally released 30 - 45 days after final acceptance of work by Skagit 911, or following receipt of Labor and Industries / Department of Revenue clearance, whichever takes longer.

(Contractor's Signature)	Date
	Title
RETAINAGE ACCOUNT	
CITY	
ESCROW AGREEM	ENT / INTEREST BEARING ACCOUNT
TO:	
Bank or Trust Company	
Branch	
Attn:	
Street Address	
Street Address	
City, State, Zip	
The undersigned	hereinafterhereinafter
	Skagit 911 to deliver to you its warrants or checks which shall ly. Such warrants or checks are to be held and disposed of by

#### **INSTRUCTIONS**

1. The Skagit 911 shall deliver to you from time to time warrants or checks payable jointly to you and the Contractor. You are hereby authorized by the Contractor to endorse in the Contractor's name any such warrant or check so that you may receive the proceeds thereof and invest the same. The power of endorsement hereby granted to you by the Contractor shall be deemed a power coupled with an interest and shall be irrevocable during the term of this escrow / interest bearing account. Although you may be a payee named in such warrants or checks as shall be delivered to you, your duties and responsibilities with respect to the same shall be only those duties and responsibilities which a depository bank would have pursuant to Article 4 of the Uniform Commercial Code of the State of Washington for an item deposited with it for collection as of the date such warrant or check shall be delivered to you. The proceeds from collections shall be used by you to purchase, as directed by the Contractor, bonds or other securities chosen by the Contractor and approved by you, and Skagit 911. For the purpose of each such purchase, you may follow the last written direction received by you from the Contractor, provided such direction otherwise conforms with the restrictions on investments recited herein. A list of such bonds, or other securities approved by Skagit 911 are indicated on the Retainage Investment Option form. No further approval is necessary if any of these bonds or securities are selected by the Contractor. Other bonds or securities, except stocks, may be selected by the Contractor, subject to express written approval of you and Skagit 911. Purchase of such bonds or other securities shall be in a form which shall allow you alone to reconvert such bonds or other securities into money if you are required to do so by Skagit 911 as provided in Paragraph 4 of the Escrow Agreement.

The investments selected by the Contractor, approved by Skagit 911 and purchased by you must mature on or prior to the date set for the completion of the contract, including extensions thereof or thirty days following the final acceptance of said improvement or work.

- 2. When and as interest on the securities held by you pursuant to this agreement accrues and is paid, you shall collect such interest and forward it to the Contractor at its address designated below unless with your written consent you are otherwise directed in writing by the Contractor.
- 3. You are not authorized to deliver to the Contractor all or any part of the securities held by you pursuant to this agreement (or any monies derived from the sale of such securities, or the negotiation of Skagit 911's warrants or checks) except in accordance with written instructions from Skagit 911. Skagit 911 shall inform you and keep you informed in writing of the name of the person or persons with authority to give you such written instructions. Compliance with such instruction shall relieve you of any further liability related thereto. The estimated completion date on the contract underlying this Escrow / Interest Bearing Account Agreement is \_\_\_\_\_\_\_. Upon request by you, Skagit 911 shall advise you in writing of any change in the estimated completion date. If the estimated completion date is changed, you are authorized to reinvest the monies held hereunder in accordance with the new estimated completion date.
- 4. In the event Skagit 911 orders you to do so in writing, and notwithstanding any other provisions of this agreement you shall, within thirty-five (35) days of receipt of such order, reconvert into money the securities held by you pursuant to this agreement and return such money together with any other monies, including accrued interest on such securities, held by you hereunder, to Skagit 911.
- 5. The Contractor agrees to pay you as compensation for your services hereunder as follows:

Payment of all fees shall be the sole responsibility of the Contractor and shall not be deducted from any property placed with you pursuant to this agreement until and unless Skagit 911 directs the release to the

Contractor of the securities and monies held hereunder whereupon you shall be granted a first lien upon such property released and shall be entitled to reimburse yourself from such property for the entire amount of your fees and any amounts which might be owing as provided for herein. In the event that you are made a party to any litigation with respect to the property held by you hereunder, or in the event that the conditions of this escrow are not promptly fulfilled or that you are required to render any services not provided for in these instructions, or that there is any assignment of the interest of this escrow or any modifications hereof, you shall be entitled to reasonable compensation for such extraordinary services from the Contractor and reimbursement from the Contractor for all costs and expenses, including attorney fees occasioned by such default, delay, controversy or litigations.

- 6. Should you at any time and for any reason desire to be relieved of your obligations as escrow or interest bearing account holder hereunder, you shall give written notice to Skagit 911 and Contractor. Skagit 911 and Contractor shall, within 20 days of the receipt of such notice, jointly appoint a successor escrow holder and instruct you to deliver all securities and funds held hereunder to said successor. If you are not notified of the appointment of the successor escrow holder within 20 days, you may return the subject matter hereof to Skagit 911 and upon doing, it absolves you from all further charges and obligations in connection with this escrow or interest bearing account.
- 7. This agreement shall not be binding until executed by the Contractor and City and accepted by you.
- 8. This instrument contains the entire agreement between you, the Contractor and Skagit 911 with respect to this escrow and you are not a party to nor bound by any instrument or agreement other than this; you shall not be required to take notice if any default or any other matter, not bound by nor required to give notice or demand, nor required to take any action whatever except as herein expressly provided; you shall not be liable for any loss or damage not caused by your own negligence or willful misconduct.
- 9. The foregoing provisions shall be binding upon the assigns, successors, personal representatives and heirs of the parties hereto.

thisday of	
	Skagit 911
Contractor	
BY:	BY:
BY: Signature & Title	Julia Johnson, Chair
	2911 E College Way, Suite A
Address	Address
	Mount Vernon, Washington, 98273
City State Zip	City State Zip
	BY: Helen Rasmussen, Director
	Helen Rasmussen, Director
	Mount Vernon, Washington, 98273
	City State Zip
ATTESTED BY:	
Finance Administrator	
The above escrow instructions received a	and accepted thisday of, 20
Bank or Trust Company	
-	
By:	

**Specified Product Information Sheets** 33 | Page

# **ANTENNAS**



2.4m | 8ft Sentinel® Ultra High Performance, Super High XPD Antenna, dual-polarized, 5.925 – 7.125 GHz, grey, PDR70 flange

### **Product Classification**

Product Type Microwave antenna

Product Brand Sentinel®

**General Specifications** 

Antenna Type USX - Sentinel® Ultra High Performance, Super

High XPD Antenna, dual-polarized

**Polarization** Dual

Antenna Input PDR70

Antenna Color Gray

Reflector Construction One-piece reflector

Radome Color Gray

Radome Material Fabric

Flash Included No

Side Struts, Included

Side Struts, Optional 4

Dimensions

Diameter, nominal 2.4 m | 8 ft

**Electrical Specifications** 

Operating Frequency Band 5.925 - 7.125 GHz

Gain, Low Band 40.8 dBi

Gain, Mid Band 41.6 dBi

Gain, Top Band 42.4 dBi

Boresite Cross Polarization Discrimination (XPD) 40 dB

Front-to-Back Ratio 78 dB

Beamwidth, Horizontal 1.3 °

COMMSCOPE

1.3° Beamwidth, Vertical 26 dB **Return Loss** 1.1 **VSWR** Radiation Pattern Envelope Reference (RPE) 7396 ACMA FX03\_6a, 6p7a | ETSI 302 217 Class **Electrical Compliance** 4 | IC 3059A | IC 3064A | US FCC Part 101A | US FCC Part 74A **Cross Polarization Discrimination (XPD) Electrical Compliance** ETSI EN 302217 XPD Category 3 Electrical Specifications, Band 2 **Operating Frequency Band** 5.725 - 5.850 GHz Gain, Mid Band 38 dBi Beamwidth, Horizontal 1.5° Beamwidth, Vertical 1.5°

15.5 dB

1.4

Mechanical Specifications

**Return Loss** 

**VSWR** 

Compatible Mounting Pipe Diameter 115 mm | 4.5 in

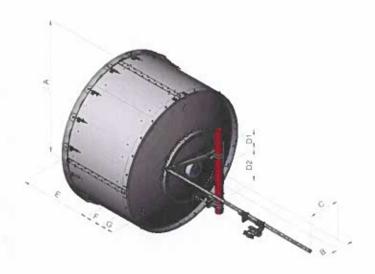
Fine Azimuth Adjustment Range ±5°
Fine Elevation Adjustment Range ±5°

 Wind Speed, operational
 180 km/h
 | 111.847 mph

 Wind Speed, survival
 200 km/h
 | 124.274 mph

# Antenna Dimensions and Mounting Information

USX8



		Dime	nsions ir	inches	mm)			
Antenna size, ft (m)	А	В	С	D1	D2	Е	F	G
8 (2.4)	95.1 (2416)	8.0 (203)	22.5 (572)	14.1 (357)	23.6 (600)	51.1 (1298)	12.1 (306)	10.3 (262)

# Wind Forces at Wind Velocity Survival Rating

**Axial Force (FA)** 

Angle a for MT Max

Side Force (FS)

**Twisting Moment (MT)** 

Force on Inboard Strut Side

Zcg without Ice

Zcg with 1/2 in (12 mm) Radial Ice

Weight with 1/2 in (12 mm) Radial Ice

10599 N | 2,382.751 lbf

-140°

6268 N | 1,409.103 lbf

7647 N-m | 67,681.656 in lb

11263 N | 2,532.024 lbf

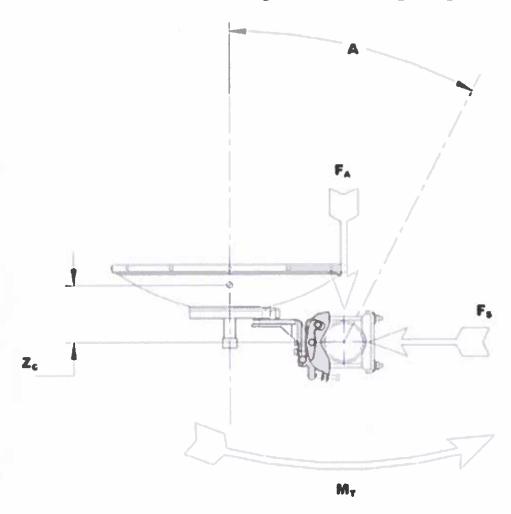
624 mm | 24.567 in

765 mm | 30.118 in

364 kg | 802.482 lb

COMMSC PE

# Wind Forces at Wind Velocity Survival Rating Image



# Packaging and Weights

Height, packed

Width, packed

Length, packed

**Packaging Type** 

Volume

Weight, gross

Weight, net

2250 mm | 88.583 in

1130 mm | 44,488 in

2380 mm | 93.701 in

Standard pack

6.1 m<sup>3</sup> | 215.42 ft<sup>3</sup>

329 kg | 725.32 lb

196 kg | 432.106 lb

Regulatory Compliance/Certifications

COMMSC PE

Agency

Classification

ISO 9001:2015

Designed, manufactured and/or distributed under this quality management system

#### \* Footnotes

**Operating Frequency Band** 

Bands correspond with CCIR recommendations or common allocations used throughout the world. Other ranges can be

accommodated on special order.

Gain, Mid Band

For a given frequency band, gain is primarily a function of antenna size. The gain of Andrew antennas is determined by either gain by comparison or by computer integration of the measured antenna patterns.

**Boresite Cross Polarization Discrimination (XPD)** 

Radiation Pattern Envelope Reference (RPE)

The difference between the peak of the co-polarized main beam and the maximum cross-polarized signal over an angle twice the 3 dB beamwidth of the co-polarized main beam.

Front-to-Back Ratio

Denotes highest radiation relative to the main beam, at 180° ±40°, across the band. Production antennas do not exceed rated values by more than 2 dB unless stated otherwise.

**Return Loss** 

The figure that indicates the proportion of radio waves incident upon the antenna that are rejected as a ratio of

those that are accepted.

**VSWR** 

Maximum; is the guaranteed Peak Voltage-Standing-Wave-Ratio within the operating band.

Radiation patterns define an antenna's ability to discriminate

against unwanted signals. Under still dry conditions, production antennas will not have any peak exceeding the current RPE by more than 3dB, maintaining an angular

accuracy of +/-1° throughout

**Cross Polarization Discrimination (XPD) Electrical Compliance** 

The difference between the peak of the co-polarized main beam and the maximum cross-polarized signal over an angle twice the 3 dB beamwidth of the co-polarized main beam.

Wind Speed, operational

For VHLP(X), SHP(X), HX and USX antennas, the wind speed where the maximum antenna deflection is 0.3 x the 3 dB beam width of the antenna. For other antennas, it is defined as a deflection is equal to or less than 0.1 degrees.

Wind Speed, survival

The maximum wind speed the antenna, including mounts and radomes, where applicable, will withstand without permanent deformation. Realignment may be required. This wind speed is applicable to antenna with the specified amount of radial ice.

Page 6 of 7



Axial Force (F.	A)
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Side Force (FS)

**Twisting Moment (MT)** 

**Packaging Type** 

Maximum forces exerted on a supporting structure as a result of wind from the most critical direction for this parameter. The individual maximums specified may not occur simultaneously. All forces are referenced to the mounting pipe.

Maximum side force exerted on the mounting pipe as a result of wind from the most critical direction for this parameter. The individual maximums specified may not occur simultaneously. All forces are referenced to the mounting pipe.

Maximum forces exerted on a supporting structure as a result of wind from the most critical direction for this parameter. The individual maximums specified may not occur simultaneously. All forces are referenced to the mounting pipe.

Andrew standard packing is suitable for export. Antennas are shipped as standard in totally recyclable cardboard or wire-bound crates (dependent on product). For your convenience, Andrew offers heavy duty export packing options.

Last Page of Bid Specifications and Documents