

Iredell County, North Carolina



Invitation to Bid for a New Emergency Communications Center Tower

Issued: February 1, 2018

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1. INSTRUCTION TO BIDDERS

1.1. Bid Form

All bids must be submitted on a Bid Form submitted with this bid package. Bidders may separate this bid package to make copies thereof, but when submitted as a bid, IT MUST BE STAPLED WITH ALL PAGES IN THEIR NUMERICAL PLACE.

1.2. Sealed Bid

Bids must be placed in a sealed envelope, the outside of which shall be plainly marked: "Sealed Bid: New Emergency Communications Center Tower."

1.3. Time and Place for Submission of Bid

Bids must be received on or before Friday, March 9, 2018, at 2:00 p.m. local time, in the Iredell County Purchasing Office, ATTN: Dean Lail, Purchasing Agent & Contracts Manager, 200 South Center St., Statesville, NC 28677,

1.4. Time for Opening of Bids

Bids will be opened on Friday, March 9, 2018, at 2:00 p.m. local time, in the South Wing Conference Room of the Government Center, 200 South Center St., 28677.

1.5. Bidders Must Comply with the Following

Instructions to Bidders, Specifications, General Conditions, Bid Form, Non-Collusion Affidavit, and Bonding Requirements, NC Dept of Administration HUB Requirements.

1.6. Free On Board

All bids shall be based on all purchased items being delivered free on board (FOB). All shipping charges to the project site shall be paid by the successful Bidder.

1.7. Bid Bond

Bids shall be accompanied by a certified check or cashier's check, included within the sealed bid envelope, in the amount of five percent (5%) of the bid, drawn upon a bank authorized to do business in the State of North Carolina, or by a bond with corporate surety in the amount of five percent (5%) of the bid. In the event any Bidder, upon the award of contract, shall fail to comply with the requirements herein stated, the good-faith deposit shall be forfeited to the County as liquidated damages. The bid security of the successful Bidder will be retained until such Bidder has executed the contract, furnished the required contract security (if required), and met the other conditions of the notice of award, whereupon the bid security will be returned. In the event the successful Bidder fails to execute and deliver the contract and to furnish the required contract security (if required) within the number of days set forth in the bid specifications, Iredell County (County) may annul the notice of award and the bid security of the Bidder will be forfeited. The bid security of the other Bidders whom the County believes to have a reasonable chance of receiving the award may be retained by the County until the earlier of 14 days after the effective

date of the contract, or the day after the last day the bids remain subject to acceptance as set forth in the bid specifications, whereupon the bid security furnished by such Bidders will be returned. Bid security of Bidders whom the County believes do not have a reasonable chance of receiving the award will be returned within 14 days after the bid opening.

1.8. Equals

Any reference to a particular product, either by trade name or by limited description, within this Invitation to Bid is solely for the purpose of more clearly indicating the minimum standard of quality desired. Such reference shall not be interpreted as limiting competition.

1.9. Substitutions

Bidders desiring to submit a bid using products other than those specified must submit for prequalification. The specifications of the substituted products shall be substantially identical to those specified. Requests for substitution prequalification must be received by Sid McConahy, at sidmccconahy@mcp911.com no later than 4:00 p.m. on Monday, February 26, 2018. Approval of substitutions shall be at the sole discretion of the County. Substitutions for review not received by the time specified herein will not be considered. Bids generically referencing a substitution will not be accepted.

1.10. Reservations

The County reserves the right to reject any and all bids, to waive any technical defects, and to accept or reject any part of any bid, if in the judgment of the Board of Commissioners the best interest of the County will be served.

1.11. Information Required From Bidders

In order to be considered, Bidders must supply the following information:

- 1.11.1. CONTACT PERSON: Bidders must provide the name, address and telephone number of the person authorized by the Bidder to represent the Bidder in discussing the bid submitted and, if the bid is awarded to the Bidder, to discuss resolution of any contract issues.
- 1.11.2. BIDDER'S ENTITY: Bidders must state whether they are a sole proprietorship, partnership, domestic corporation, or foreign corporation; the principal place of business within the state; telephone number; and fax number.

2. GENERAL CONDITIONS

2.1. Bid Intent

Bids shall be for the construction and installation of a 172-foot self-supporting tower at the new Emergency Communications Center for Iredell County, North Carolina.

2.2. Tax Exempt

The County is not exempt from North Carolina sales tax.

2.3. Sublet/Transfer

No bid or contract may be assigned, sublet or transferred without the written consent of the County's Board of Commissioners.

2.4. Indemnification

Bidders hereby agree to save harmless and fully indemnify the County, its officers, employees, and agents from all damages, costs, or expenses that may be at any time imposed or claimed for infringement of any patent right of any persons, association, or corporation, as a result of the use by the County, its officers, agents, or employees of article(s) supplied under the bid. Bidders hereby agree to save harmless and fully indemnify the County, its officers, employees and agents from all damages, costs, or expenses that may be at any time claimed or imposed for wrongdoing or negligence of Bidder's agents, employees, officers and subcontractors.

2.5. Bid Completion

All blank spaces in this bid package must be filled in completely wherever indicated, either typed or written in ink.

2.6. Bidder Changes

Changes to any part of the bid will be sufficient reason for rejection of the bid.

2.7. Non-Collusion

Bidders must sign and submit with their bid the attached Non-Collusion Affidavit and Debarment Certification.

2.8. Bid Rejection

The Board of Commissioners reserves the right to reject any and all bids, to waive any technical defects, and to accept or reject any part of any bid, if in the judgment of the Board the best interest of the County will be served. Cash discounts will not be considered in making an award, but if cash discounts are offered by any Bidder, the Board reserves the right to take advantage of such offers. Award may be refused to any Bidder who, in the opinion of the Board of Commissioners, is not a responsible Bidder; is in default of any bid, purchase order, or contract with a municipality prior to the date of the bid under consideration; or whose performance under any prior bid or

contract was determined by County to be unsatisfactory. Bidders' performances on behalf of other entities (public or private) will be considered.

2.9. Bid Deviations

Bidders shall not insert in their bids or in the Instructions to Bidders or Specifications, any written statement that will have the effect of making any material change or changes in same or in any contract between the parties covering the subject matter thereof. However, deviations or variations from the Specifications shall be clearly and separately stated on the bid form.

2.10. Disqualification

Failure to comply with any part of the bid, Instructions to Bidders, Appendix D – Guidelines for Recruitment and Selection of Minority Businesses for Participation in County Construction Projects, and/or Specifications may result in disqualification of the bid and/or cancellation of the contract at the discretion of the County.

2.11. Postage

Adequate postage to cover mailing must be affixed to ensure prompt delivery of the bid. The County will not be responsible for, nor will it accept, bids delivered late or with postage due.

2.12. Bid Final Cost

Bid price must include all necessary permits, regulatory studies and filings, materials, construction costs, installation costs, transportation, delivery charges for materials and/or equipment needed by contractor, attachment of the tower to the existing grounding system, and any other customary charges for projects of this nature. Bid price must represent the final cost to the County.

2.13. Insurance Requirements

Iredell County requires that all contractors performing site preparation, paving, installation, construction, repairs or renovations on County property shall provide insurance certificates to the County naming Iredell County as secondary insured. The contractor shall procure, maintain and provide proof of insurance coverage for injuries to persons and/or property damage as may arise from, or in conjunction with, the work performed on behalf of the county by the contractor, his agents, representatives, employees or subcontractors. Proof of coverage as contained herein shall be submitted **prior to the commencement of work** and the contractor shall maintain such coverage for the duration of the contract period.

Minimum Insurance Coverage Limits:

- General Liability: \$2,000,000 combined single limits, \$1,000,000 annual aggregate (\$1,000,000 products and completed operations aggregate)
- Automobile Liability: \$1,000,000 combined single limits, \$1,000,000 annual aggregate. Workers Compensation: **Workers Compensation is required by all contractors or subcontractors regardless of the number of employees.**
- Builders Risk: Contractor to decide amount of coverage needed for the project materials.

The contractor's insurance shall be primary over any applicable insurance or self-insurance maintained by the County.

The contractor shall provide 30 days written notice to the County before any cancellation, suspension, or void of coverage in whole or part, where such provision is reasonable.

All coverage for subcontractors of the contractor shall be subject to all of the requirements stated herein.

Failure to comply with any reporting provisions of the policy(s) shall not affect coverage provided the County, its officers/officials, agents, employees and volunteers.

The insurer shall agree to waive all rights of subrogation against the County, its officers/officials, agents, employees or volunteers for any act, omission or condition of premises which the parties may be held liable by reason of negligence.

The contractor shall furnish the County certificates of insurance including endorsements affecting coverage. The certificates are to be signed by a person authorized by the insurance company(s) to bind coverage on its behalf.

All insurance shall be placed with insurers licensed for business in North Carolina and maintaining an A.M. Best rating of no less than A-.

<p>All insurance policies shall be in effect for the duration of the project and shall be written on an occurrence Basis. No claims-made policies will be accepted.</p>
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The Contractor shall indemnify and hold harmless the County of Iredell, its officers/officials, agents, employees and volunteers from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than work itself) including the loss of use resulting therefrom, and (2) is caused in whole or part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

RISK CONTROL

The Contractor shall be required to comply with all federal, state, and local laws, regulations, and industry standard, or practices regarding safety of employees, the general public, and protection of physical property.

All subcontractors shall be subject to the same requirements.

The Contractor shall be responsible for self-inspection, as well as the inspection of all subcontractors to ensure compliance.

Any inspection of the operations of the Contractor or any subcontractor by the County or by any agent, employee or official of the County shall be done so to ensure compliance to the contract only. No inspection should be construed as a warranty of the operations of contractors and subcontractors.

The Contractor shall be solely responsible for the inspection and compliance of all operations.

The County maintains the right to require the Contractor to take corrective action regarding any hazard or potential hazard identified either by the Contractor or the County.

Failure to comply with these requirements or take any necessary corrective action may constitute reason for cancellation of the contract.
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The successful Bidder shall be responsible for the payment of premiums for worker's compensation, for social security and income tax deductions, and any other taxes or payroll deductions required by law for employees performing services specified by the contract. The successful Bidder shall immediately provide notice to the County of cancellation of insurance.

2.14. Rules and Regulations

The successful Bidder must comply with all applicable federal, state, and local laws, rules and regulations.

2.15. Warranty

Bidders shall warrant that all materials shall conform to their published specifications and be free from all defects in material and workmanship for a period of at least two years from the date of project completion.

2.16. Performance Bond

The successful Bidder(s) shall provide the County with a Performance Bond executed by a surety company authorized to do business in the state and made payable to the County in the amount of 100 percent of the bid within 14 days of notice of contract award.

2.17. Payment Bond

The successful Bidder shall provide the County with a Payment Bond executed by a surety company authorized to do business in the state and made payable to the County in the amount of 100 percent of the bid within 14 days of notice of contract award.

2.18. Contract Due

The successful Bidder shall return the fully executed contract, as prepared by the County, along with the required bonds within 14 days of notice of contract award.

2.19. Mechanics Liens

The successful Bidder will be required to enter and record a stipulation or waiver of mechanics liens prior to commencement of the project.

2.20. Project Completion Date

The project shall be completed no later than August 31, 2018.

2.21. Bid Liability

The County is not liable for any costs incurred by Bidders in the preparation and submission of a response to this Invitation to Bid. Bidders, including all related parties, disclaim and voluntarily and knowingly waive any and all rights to reimbursement for any such costs.

2.22. Late Bids

Late bids will not be considered.

2.23. Cancellation/Modification

The County reserves the right to cancel or modify this Invitation to Bid.

2.24. Qualifications

Iredell County reserves the right to investigate the qualifications of any Bidder under consideration, including proposed subcontractors and parties otherwise related to the Bidder, and require confirmation of information furnished by a Bidder, or require additional evidence of experience and qualifications to provide the services, or otherwise discharge the obligations required by this Invitation to Bid.

2.25. Valid Period

All bids must remain valid for a minimum period of 90 days after the bid response due date.

2.26. Disclaimer

Notwithstanding the details presented in this Invitation to Bid, it is the responsibility of Bidders to verify the correctness of the material lists and suitability of devices to meet the specifications.

2.27. Tax Liabilities

By the submission of a bid, a Bidder certifies that, as of the date of its bid submission, it has no tax liabilities or other State or Iredell County obligations. A Bidder's obligations pursuant to these provisions are ongoing from and after the effective date of the bid through the termination date thereof. Accordingly, the successful Bidder shall have an obligation to inform Iredell County if, at any time during the term of any subsequent contract executed pursuant to this Invitation to Bid, it becomes delinquent in the payment of taxes, or other State or Iredell County obligations, or if it or any of its subcontractors are suspended or debarred by the federal government, or any other state or governmental entity. Such notification shall be made within 15 calendar days of the date of suspension or debarment. The failure of the successful Bidder to notify Iredell County of its suspension or debarment by any other local, state, or federal government entity shall constitute an event of default of the bid and any subsequent contract pursuant to this Invitation to Bid with Iredell County.

2.28. Questions/Clarifications

All questions or requests for clarification shall be submitted via email to Sid McConahy at sidmccconahy@mcp911.com.

2.29. Invitation to Bid Revisions

If it becomes necessary to revise any part of this Invitation to Bid, an amendment will be emailed to all known plan holders and posted on the County's website at <http://www.co.iredell.nc.us/481/Current-Bids-RFPs>. Regardless, it shall be the sole responsibility of a Bidder to check for any amendment to the Invitation to Bid that may be issued by the County.

2.30. Bidder's Understanding of Scope of Work

At the time of bid opening, it will be presumed that each Bidder has read and is thoroughly familiar with the scope of work to be performed under this Invitation to Bid.

2.31. Erroneous Information

Bidders agree that, if a contract is executed with the County, the successful Bidder shall make no claim against the County because of any estimate or statement made by any employees, agents, or consultants of the County that may prove to be erroneous in any respect.

2.32. Accordance Laws

This Invitation to Bid and any contract(s) that may result shall be in accordance with appropriate laws, ordinances, and regulations of the United States and the State of North Carolina.

2.33. Timeline

Bidders shall provide a proposed timeline for development, design, installation and acceptance of the new Emergency Communications Center tower with their bid.

2.34. Manufacturer Drawings

Bidders shall submit the following with their bid package:

- 2.34.1. Tower drawing by the tower manufacturer showing the proposed tower sections, location of all required antennas, and tower section dimensions to include tower spread at the base.
- 2.34.2. Document from the tower manufacturer showing the design standards/ratings/engineering parameters of the proposed tower.
- 2.34.3. Foundation drawings by the tower manufacturer showing the proposed foundation dimensions and design detail.
- 2.34.4. Drawing(s) showing a prefabricated radio equipment shelter and foundation, and integration of same with the tower structure.

2.35. Copies Required

Bidders shall submit four (4) signed copies of their bid using the attached bid form.

Each bidder is subject to the provisions of North Carolina's Antidiscrimination Policy, and is required to exercise its "Best and Good Faith Efforts" with a standard ten percent (10%) goal included with this Invitation to Bid for participation by Minority Business Enterprises ("MBE"), Woman Business Enterprises ("WBE") and Disabled Business Enterprises ("DSBE") (collectively, "M/W/DSBE"). Forms, instructions and special contract provisions for the Antidiscrimination Policy explain these requirements in more detail and are included in Appendix D to this Invitation to Bid. Applicants are required to complete and return with their proposals the appropriate affidavits/documents as noted in Appendix D.

3. SPECIAL CONDITIONS**3.1. Site Visit**

Potential Bidders may make advance arrangements for an onsite visit, if necessary, through Mr. David Saleeby, County Project Manager, at 704-928-2021 ext. 3604. All individuals accessing the property will need to follow the Iredell County's Construction Site Access Policy.

3.2. Supervision

The work to be performed by the successful Bidder will be under the supervision of the County's onsite Project Manager.

3.3. Coordination

The successful Bidder must coordinate any site work with the County's General Contractor for the site; the Project Design Team, including ADW Architects and Mission Critical Partners (MCP), and the County's onsite Project Manager.

4. SPECIFICATIONS

4.1. Intent

- 4.1.1. This self-supporting structure shall be designed and installed, at a minimum, to be in accordance with the latest American National Standards Institute/Electronics Industries Alliance/Telecommunications Industry Association (ANSI/EIA/TIA)-222-G standard, while meeting the County's specifications as detailed in this document and the attached drawings.
- 4.1.2. Height: 172 feet.

4.2. Construction

- 4.2.1. Tower
 - 4.2.1.1. Safety factor to meet the current ANSI/EIA/TIA-222-G, Standard Class III, Emergency Communications Structure classification.
 - 4.2.1.2. Structure is to maintain a minimum of three (3) decibels (dB) microwave stability in accordance with ANSI/EIA/TIA-222-G, Annex D: Twist and Sway Limitations for Microwave Antennas.
 - 4.2.1.3. The tower and all components shall be fabricated from steel protected by a hot-dip galvanizing or other approved method to prevent rusting from the inside out and outside in.
 - 4.2.1.4. All sections shall be attached to each other by use of flange plates.
 - 4.2.1.5. All welding shall be done in the factory prior to the galvanizing process. Field welding is not acceptable.
 - 4.2.1.6. A North Carolina Professional Engineer (PE) shall certify that the tower and foundation meet or exceed all requirements.
 - 4.2.1.7. The Contractor shall provide all drawings for structure and foundation prior to construction for approval by the MCP Project Manager prior to manufacture.

- 4.2.1.8. All drawings and certifications shall be sealed by a North Carolina licensed and registered PE.
- 4.2.1.9. Top face of the tower shall be a minimum of four (4) feet (between all legs).
- 4.2.1.10. A flange for exothermic welds shall be provided at the base of each tower leg.
- 4.2.1.11. Cable distribution shall be on each tower face adjacent to each tower leg.
- 4.2.1.12. The Contractor shall be responsible for all required signage at the site.
- 4.2.1.13. Iredell County commissioned an analysis of the soil at the tower location. That report is available upon request through Sid McConahy at sidmccconahy@mcp911.com.
- 4.2.1.14. Should the Contractor, in the process of digging the foundation, find a condition that makes use of the proposed foundation impossible, the Contractor shall do the following:
- (a) Notify the Project Manager
 - (b) Provide drawings and specifications for a revised foundation as designed by the Contractor's certified PE and provide a written quotation of the cost for the revised foundation.
 - (c) Upon receipt of the notice, drawings, specifications and price quote, the County may do any or all of the following:
 - (i) Determine through its PE sources if the price quoted is reasonable.
 - (ii) Issue a change order reflecting the increased cost to the County and once approved, authorize the Contractor to proceed with the work.
 - (iii) If the quote is deemed unreasonable by the County, the Contractor will reconsider the price quoted in light of the evaluation by the County, and seek and receive competitive bids for the revised foundation using the drawings and specifications provided by the Contractor's certified PE.

- (iv) Any reasonable amount of time lost due to redesign and acquisition of the revised tower foundation will not be charged against the time allocated for completion.
- 4.2.1.15. In the bid, the Bidder shall confirm that the tower they are proposing is designed per the latest ANSI/EIA-222-G standard in accordance with the height, style, and present and future loading specifications contained herein. The site shall be considered to have standard soil composition. Refer to the site civil drawings for specifics.
- 4.2.1.16. Prior to erecting steel on the foundation, the Contractor will provide to the Project Manager a sample of each truckload of concrete that has been tested for compliance by an independent certified concrete lab with the foundation specifications set forth by the tower engineer. Written reports certifying the strength of the concrete are to accompany each test cylinder and be provided to the Project Manager.
 - (a) Tests are to be conducted 7 days and 28 days after the foundation is poured to ensure that the concrete meets the specifications set forth in the foundation design.
- 4.2.1.17. If any concrete used in the foundation does not meet specifications, the Contractor shall remove the foundation and repour it using compliant materials.
- 4.2.2. Wind Load Design
 - 4.2.2.1. In addition to the current ANSI/EIA/TIA-222-G standards, the structure shall be designed and installed to withstand 100-miles-per-hour (mph) winds at 10 meters (32.8 feet) above ground without ice, and 85-mph winds at 10 meters (32.8 feet) above ground with a coating of one-half ($\frac{1}{2}$) inch solid radial ice.
- 4.2.3. Antenna Load
 - 4.2.3.1. All cables shall be attached to cable ladders using cable hangers immediately adjacent to the tower legs. Center face mounting of cables is not acceptable. Said hangers shall be of a type recommended by Andrew Commscope or equivalent for supporting their one-half ($\frac{1}{2}$) inch and seven-eighth ($\frac{7}{8}$) inch copper-jacketed, foam Heliac cables or waveguide, and shall be spaced vertically no further than four (4) feet apart.
 - 4.2.3.2. The tower design shall include a 25 percent increased load of all structural members at all levels over the initial required loading specifications.

4.2.4. Antenna Mounting Supports

4.2.4.1. The Contractor shall provide all hardware sets for antenna and dish mounting; as listed in the Appendix I. The Contractor shall secure the mounts on the tower at the designated heights. The actual antennas and dishes will be installed by others.

4.2.4.2. The Contractor shall supply cable hanger kits to match and support the antenna mounting supports supplied by the Contractor. Such hangers shall be used in the quantity and attached in the manner specified by this specification. The use of cable ties or tape to secure the cables directly to the tower is not permitted.

4.2.5. Climbing Access

4.2.5.1. A ladder, beginning at a point at least 15 feet off the ground, shall be included as an integral part of the tower to permit access by authorized personnel.

4.2.5.2. This ladder shall be designed and installed so that it rises in a straight line from base to top. Ladders having both angled and vertical combinations will not be acceptable.

4.2.5.3. The ladder shall be equipped with an Occupational Safety and Health Administration (OSHA)-approved, anti-fall safety device. This device must not interfere with the climber's ease of reach by hand or foot from one rung of the ladder to the next, either going up or coming down.

4.2.5.4. A portable section of ladder shall be included to provide access to the permanent ladder on the tower. This ladder shall be designed and constructed so it is held securely to the tower and firmly supported at the bottom when in use. Clamps, hooks or similar devices will be acceptable for securing the top and bottom of the ladder in a vertical position.

4.2.6. Marking and Lighting

4.2.6.1. The Contractor shall provide all markings and painting as required by the Federal Aviation Administration (FAA) and the Federal Communications Commission (FCC).

4.2.6.2. The Contractor shall provide all lighting and control as required by the FAA and FCC.

4.2.7. Water and Drainage

4.2.7.1. As part of its responsibilities, the Contractor shall grade the soil around the tower area to assure proper drainage and prevention of water accumulation. Water drainage shall not be toward the building or adjacent properties.

(a) All grading and tower compound finishing shall be coordinated with the architect to ensure that the tower grading dovetails with the rest of the site plan. Refer to site civil drawings for specific details.

4.3. Antenna Termination and Cable Support Entry Ports

4.3.1. All antenna cables shall be properly support through the entry ports, avoid any potential of falling items landing on a cable and pulling it out of the building. All cables shall have required ends appropriate for cable and shall be grounded to the shelter ground via the antenna port buss bar.

4.4. Specifications, Tower Grounding

4.4.1. The Contractor shall provide all materials and labor required to ground the tower to meet the specifications herein.

4.4.2. Due to the distance from the main facility, the Contractor shall provide a grounding ring separate and apart from the grounding system utilized at the main facility. This grounding solution still will be tied into the main building solution via the electrical feed from the building.

4.4.3. By reference, the electrical-grounding requirements and procedures of the most recent version of Motorola R56[®], *Standards and Guidelines for Communications Sites*, are incorporated herein and made a part thereof, to the extent applicable in this application. At minimum, the overall site ohms shall be 10 ohms or less. The Contractor shall be responsible to ensure that the tower meets this requirement.

4.4.4. The installation of all grounding at the site shall be coordinated with the electrical contractor.

4.4.4.1. A tower ground ring shall be installed and incorporate the grounding of the tower, shelter, tower, tower bus bar, entry port bus bar and fence, at minimum. Copper-clad ground rods, each no less than three-fourths ($\frac{3}{4}$)-inch diameter by 10-feet long, shall be driven to a depth placing the top of each rod no less than 24 inches below grade.

4.4.4.2. Each rod shall be of high-strength copper-clad steel with a minimum 12 millimeters of copper. Cladding must be done by a molten wetting process to ensure a good bond between the steel and the copper.

- 4.4.4.3. Rods shall be equally spaced, and said spacing shall not be less than twice the length of the driven rods. Normally this distance would be no less than 20 feet. However, where rods cannot be driven at the required intervals, the Project Manager may require additional rods. The Contractor must contemplate the possibility that the number of rods needed will exceed the number shown on the site plans.
- 4.4.4.4. A bonding wire no smaller than 2/0 American wire gauge (AWG) bare, stranded, tinned copper, buried 30 inches below grade, shall be used to bond the grounding rods together. Exothermic welding methods shall be used to attach the interconnecting conductors to the ground wires. No mechanical connections are permitted.
- 4.4.4.5. Each tower leg shall be connected to the indicated ground rod with bare, stranded, tinned 2/0 AWG copper conductors.
- 4.4.4.6. No bends or curves with a radius of less than eight (8) inches or sharper than 90 degrees shall be made in any down conductor or other grounding wire.
- 4.4.4.7. Tower ground radials shall be installed as needed to obtain defined ohms rating.
- 4.4.4.8. The tower ground radials shall be installed at a depth of no less than 30 inches and must be of the differing lengths specified in the attached drawings.
- 4.4.4.9. All ground rods that are to be installed in an area below asphalt are to be installed using an inspection well with a grated cover.
- 4.4.4.10. Each conductor must be bonded to its respective tower leg at the tower base. Attachment to the tower structure shall be by exothermic weld only. No mechanical connections are permitted.
- 4.4.4.11. Each conductor also must be bonded to the grounding rods by exothermic weld only. No mechanical connections are permitted.
- 4.4.4.12. Should the tower design allow the foundation to extend into the area designated on the drawings for the ground system, the Contractor shall adjust the grounding and fencing so that the spacing shown on the drawings is maintained. Any added materials and labor shall be the responsibility of the Contractor.

4.5. Specifications, Ice Bridge, Fencing**4.5.1. Ice Bridge Installation**

- 4.5.1.1. The Contractor shall provide the materials, installation and grounding of the ice bridge structure.
- 4.5.1.2. The ice bridge is to be built in accordance with industry standards, exclusively using hot-dipped galvanized construction.
- 4.5.1.3. The ice bridge shall be installed in such a manner that it runs the entire length of distance between the tower and the entry port at the rear of the building.
- 4.5.1.4. The ice bridge shall be installed in such a manner that the bridge sections run parallel to both the north and southwest tower faces, intersecting and then continuing as a single run toward the entry port.
- 4.5.1.5. The ice bridge shall be installed at a height of at least one (1) foot higher than the top of the entry port.
- 4.5.1.6. A trapeze system shall be installed allowing for three (3) levels of cable attachment beneath the bridge.
- 4.5.1.7. Ice bridge support posts shall be grounded using 2/0 AWG solid, tinned copper conductor via an exothermic weld at the base of the post.
- 4.5.1.8. All horizontal bridge sections shall be bonded together using 2/0 AWG solid, tinned jumpers, exothermically welded between the bridge sections.
- 4.5.1.9. All horizontal bridge sections shall be bonded to the support posts using 2/0 AWG solid, tinned conductors, exothermically welded at both ends.
- 4.5.1.10. Each ice bridge support post shall be bonded to the tower earthing system using CAD welds.
- 4.5.1.11. No mechanical grounding connections are permitted anywhere on the ice bridge system.

4.5.2. Site Fencing Specifications

- 4.5.2.1. Concurrently with the installation of the tower, the Contractor shall install chain-link fencing, as specified herein, to surround the tower.
- 4.5.2.2. This fence shall enclose the area around the site as indicated on the drawings attached to these specifications, adjusted if necessary in

accordance with these specifications. Any added materials and labor shall be the responsibility of the Contractor.

- 4.5.2.3. The height of the fence shall be eight (8) feet.
- 4.5.2.4. A 10-foot-wide gate consisting of two 5-foot-wide halves shall be included. It shall be installed in the fence as shown in the attached drawings.
 - (a) The gate shall be secured by a locking latch that can be secured by a padlock provided by the County. This latch assembly shall include a pin-type mechanism that secures the gate by causing a pin to enter the top of the fence and a socket secured in concrete at the bottom.
 - (b) The construction of the gate shall include reinforcing to prevent sagging or bending.
- 4.5.2.5. The fence shall be constructed from the following minimum-grade hot-dipped galvanized materials:
 - (a) Fence Fabric: 9-gauge by 2-inch galvanized.
 - (b) Terminal Posts: 3-inch diameter, 5.5 pounds per foot, hot-dipped galvanized inside and out.
 - (c) Line Posts: 2½-inch diameter, 4.5 pounds per foot, hot-dipped galvanized inside and out.
 - (d) Rails, Top and Bottom: 1⁵/₈-inch diameter, 4.25 pounds per square foot, hot-dipped galvanized inside and out.
 - (e) Gate Posts: 4-inch diameter, 9 pounds per foot, hot-dipped galvanized inside and out.
 - (f) Gate Frame: 2-inch diameter, 4.5 pounds per foot, hot-dipped galvanized inside and out.
 - (g) Clamps, Hardware: brass or hot-dipped galvanized steel as approved by the Project Manager.
- 4.5.2.6. Spacing between any posts shall not be more than 10 feet.
- 4.5.2.7. The bottom rails shall be installed flush to the ground in a way that will prevent even a small child from crawling underneath. These rails further shall be installed so the use of a pry bar will not allow them to bend for anyone to crawl under the fence. The Contractor should contemplate burying or pegging these rails to meet this requirement.

- 4.5.2.8. The fence shall have the top rails installed and the fencing attached securely to it.
- 4.5.2.9. Four (4) strands of rust-resistant barbed wire shall be installed above and extend outward from the top rail.
- 4.5.2.10. Finishing
- (a) All places in the fencing fabric, posts, rails, hardware and other components that become scratched, or have otherwise had the galvanizing protection removed or disturbed, shall be refinished onsite with a field-approved galvanizing compound.
 - (b) Posts, rails, etc., that exhibit more than minimal damage shall be replaced, not repaired.
- 4.5.2.11. Fence Grounding
- (a) This fence, including posts, rails, fabric, and barbed wire, shall be bonded together and connected to the Motorola R56[®]-compliant earth ground system.
 - (b) Bare, tinned, copper wire no less than 2/0 AWG size shall be used with approved clamps to bond the top and bottom rails to each fence post.
 - (c) Stainless steel clamps (PolyPhaser TK Series) or bronze clamps, such as those manufactured by T&B, shall be deemed "approved" types and shall be used to secure the fence fabric to the top and bottom rails.
 - (d) Each fence post shall be connected to the earth ground system. 2/0 AWG bare, tinned, stranded copper wire shall be used for this purpose. The wire shall be exothermically welded to the fence posts. Connections to the ground system also shall be by exothermic weld. No mechanical ground connections are permitted.
 - (e) The gates will be bonded together in the manner specified above. A flexible gate jumper with a surface equivalent or greater than the cross-section area of 1/0 cable (0.0829 square inch) shall be used to bond the center of each fence gate to the adjacent gatepost.

4.5.3. Site Finishing Specifications

4.5.3.1. The enclosed area of the tower compound shall be graded level and tamped with all sod and large stones removed; a water-permeable weed-blocking fabric and stone shall be applied.

- (a) All backfilled soil shall be graded level and tamped.
 - (i) Care should be given not to damage any underground cabling, grounding, or other infrastructure.
- (b) Sod, large rocks and other debris are to be removed.
- (c) A smooth flat surface is required.
- (d) A water-permeable (to allow drainage) weed blocking fabric is to be installed over the top soil to at least one (1) foot outside the perimeter fence.
- (e) The site shall be finished with the application of river stone at a minimum depth of six (6) inches throughout the entire compound. River stone shall match the stone used for the new facility.
 - (i) The stone shall be raked level and evenly dispersed in the compound.
 - (ii) The stone shall be filled in beyond the outside of the perimeter fence for a distance of one (1) foot.

4.5.3.2. The Contractor shall coordinate all work with the site civil drawings for the project.

5. LIGHTNING PROTECTION

The Contractor shall provide all materials and labor required to ground the tower, ice bridge, entry port, and fencing. The Contractor shall tie the exterior building halo into the grounding system.

6. SHELTERS

6.1. General

- 6.1.1. Bidders shall propose an equipment shelter at the base of the tower.
- 6.1.2. The shelter shall be prefabricated and preassembled. The shelter can be constructed from concrete, fiberglass and/or aggregate materials.

- 6.1.3. The shelter can be new, or used in acceptable condition, meeting all other requirements.
- 6.1.4. Minimum shelter size shall be 12-feet by 20-feet with a minimum interior height of nine (9) feet.
- 6.1.5. Electrical feed to the shelter will consist of 480/277-volt, three-phase emergency generator power from the main building. The conduits and cable are provided by others. Selected Bidder will be responsible for completing all final hook-ups within the shelter, as well as any additional equipment required for power conversions.

6.2. Foundation

- 6.2.1. The foundation for the shelter shall consist of a poured concrete slab that properly will support and secure the shelter. Foundation drawings recommended by the shelter manufacturer shall be the criteria by which the foundation is constructed.

6.3. Flooring

- 6.3.1. A structure where the floor or solid foundation features a minimum uniform load rating of 200 pounds per square foot, with no more than 3,000 pounds over any 4-square-foot area shall be provided. This rating shall be increased in sections as necessary to support heavyweight equipment. If delivered assembled with the floor, the floor shall exhibit a minimum 90-pounds-per-square-foot, uniform live load capacity while the building is being lifted.
- 6.3.2. Floors shall be insulated to a minimum R-11 rating. Insulation shall be secured in place to prevent shifting during construction and transportation.
- 6.3.3. Exterior covering of the floor shall be included to prevent rodent penetration.
- 6.3.4. The floor shall be covered by a high-quality, industrial/commercial-grade asphalt or vinyl tile. All edges shall be covered by wall molding.

6.4. Walls

- 6.4.1. Walls shall be constructed to a minimum 120-mph wind loading, including overturning moments.
- 6.4.2. Ballistic Rating: Walls shall be Underwriters Laboratories (UL) 752 Level 4-rated to withstand the effects of bullets or other projectiles equivalent to a 30.06 high-power rifle load fired from a distance of 50 feet, with no penetration to the inner cavity of the wall. No interior damage shall be sustained including insulation, interior walls, etc.
- 6.4.3. The exterior walls shall be finished concrete or an aggregate composition.
- 6.4.4. A wall feed-through with 12 each, 4-inch openings shall be provided on the tower side of the building to accommodate elliptical waveguide and coaxial

transmission lines. The openings shall be properly booted to provide a good weather seal. The wall feed-through shall be bonded to the site ground system.

6.4.5. The inside walls shall be finished with minimum 5/8-inch plywood (or equivalent) to allow mounting of panels, blocks, etc., and trimmed with coordinated molding.

6.4.6. High-performance insulation shall provide a minimum insulation factor of R-11.

6.5. Roof

6.5.1. The building roof shall support a minimum 100-pounds-per-square-foot uniform live load.

6.5.2. The roof shall be pitched to facilitate water runoff.

6.5.3. The shelter roof shall withstand the impact of ice falling from the adjacent tower without suffering any damage, or otherwise shall be protected from such damage.

6.5.4. High-performance insulation shall provide a minimum insulation factor of R-19.

6.6. Door

6.6.1. The shelter shall have one (1) 42-inch by 84-inch insulated door, with three (3) stainless-steel, tamper-proof hinges, passage-style lever handle, deadbolt lockset, and fiberglass weather hood or awning. The door shall be equipped with a hydraulic door closer.

6.6.2. The exterior door shall be of aluminum or steel (stainless or galvanized) construction with a finish to match the building finish.

6.6.3. Ballistic Rating: The door shall be UL 752 Level 4-rated to withstand the effects of bullets or other projectiles equivalent to a 30.06 high-power rifle load fired from a distance of 50 feet, with no penetration to the inner cavity of the door. No interior damage shall be sustained including insulation, interior walls, etc.

6.6.4. The door sill shall be of stepped construction to prevent rain water from entering the shelter at the bottom of the door, or from around the door frame. The door frame shall have a weather seal around the door to limit air and water intrusion.

6.7. Finishing

6.7.1. Color and finishes shall be selected by the County from samples provided by the successful Bidder.

6.7.2. All joints shall be sealed with a compressible, resilient sealant.

6.8. Entry Ports

These ports shall be provided and installed by the Contractor, if not a part of the tower shelter provided by Contractor.

- 6.8.1. The entry port shall consist of a minimum of two (2) PolyPhaser number 8PB-M entry port devices ganged horizontally.
- 6.8.2. These ports must be of rustproof construction, and all associated hardware is to be copper or stainless steel.

7. RIGHT TO PURCHASE ADDITIONAL EQUIPMENT AND RELATED SERVICES

Iredell County shall have the right to purchase additional antennas, arresters, cables, hangers, and other related materials, and have them installed in the same manner, for the period of one year from the date of acceptance of this work, at the same price for materials and labor established in this bid.

Iredell County shall have the right to purchase additional towers of this same design and load criteria for the period of one year from the date of acceptance of the original tower, at the same price for materials and labor established in this bid.

END OF INVITATION TO BID

APPENDICES

APPENDIX A – PROJECT BID FORM

In a separate sealed envelope, provide four copies of the fixed bid to provide the services as described above. The proposed bid should be broken down as follows:

TASK	FEE
Site Work	
Tower Work	
Equipment Shelter	
Total Proposed Fee	

- Proof of Insurance Included
- Completed Non-Collusion Affidavit Included

Terms & Conditions Acceptance: By signing below, the individual accepts and verifies:

- a) That he/she is a duly authorized representative of the company and is able to legally bind the company to this agreement.
- b) Understanding of all terms and conditions contained within this solicitation and that this solicitation, its terms and conditions, become the entire contract to which Iredell County and contractor will be bound for this project, and shall override and supersede all other terms and conditions, regardless of form or delivery.
- c) Acceptance of and agreement to fulfill the insurance & risk requirements set forth above.

Printed Name of Authorized Individual

Signature

Title

Company

Phone

Date

Iredell County reserves the right to negotiate all fees for service independent of the proposal.

APPENDIX B

AFFIDAVIT OF E-VERIFY

STATE OF NORTH CAROLINA

COUNTY OF _____

I, _____ (hereinafter Affiant), being duly authorized by and on behalf of
_____ (hereinafter "Employer") after being duly sworn hereby
swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS 64-25(5).
2. Employer understand that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS 64-26(a).
3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (Mark Yes or No)
 - a. YES _____
 - b. NO _____
4. Employer's subcontractors must comply with E-Verify and Employer will ensure compliance with E-Verify by any subcontractors subsequently hired.

This _____ day of _____, 2018.

Signature of Affiant

Print or Type Name: _____

State of _____ County of _____

Signed and sworn to (or affirmed) before me, this the _____
day of _____, 2018.

My Commission Expires: _____

Notary Public

(Affix Official/Notarial
Seal)

APPENDIX C

**CERTIFICATION OF ELIGIBILITY
Under the Iran Divestment Act**

Pursuant to G.S. 147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, G.S. 147-86.55 *et seq.** requires that each vendor, prior to contracting with the State certify, and the undersigned on behalf of the Vendor does hereby certify, to the following:

1. that the vendor is not identified on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran;
2. that the vendor shall not utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List; and
3. that the undersigned is authorized by the Vendor to make this Certification.

Vendor: _____

By: _____
Signature

Date

Printed Name

Title

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address:
<https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/Iran-Divestment-Act-Resources.aspx>
 and will be updated every 180 days. For questions about the Department of State Treasurer's Iran Divestment Policy, please contact Meryl Murtagh at *Meryl.Murtagh@nctreasurer.com* or (919) 814-3852.

APPENDIX D**GUIDELINES FOR RECRUITMENT AND SELECTION OF MINORITY BUSINESSES FOR PARTICIPATION IN COUNTY CONSTRUCTION CONTRACTS**

In accordance with G.S. 143-128.2 (effective January 1, 2002) these guidelines establish goals for minority participation in single-prime bidding, separate-prime bidding, construction manager at risk, and alternative contracting methods, on County construction projects in the amount of \$300,000 or more. The legislation provides that the Iredell County shall have a verifiable ten percent (10%) goal for participation by minority businesses in the total value of work for each project for which a contract or contracts are awarded. These requirements are published to accomplish that end.

SECTION A: INTENT

It is the intent of these guidelines that Iredell County, as awarding authority for construction projects, and the contractors and subcontractors performing the construction contracts awarded shall cooperate and in good faith do all things legal, proper and reasonable to achieve the statutory goal of ten percent (10%) for participation by minority businesses in each construction project as mandated by GS 143-128.2. Nothing in these guidelines shall be construed to require contractors or awarding authorities to award contracts or subcontracts to or to make purchases of materials or equipment from minority-business contractors or minority-business subcontractors who do not submit the lowest responsible, responsive bid or bids.

SECTION B: DEFINITIONS

1. Minority - a person who is a citizen or lawful permanent resident of the United States and who is:
 - a. Black, that is, a person having origins in any of the black racial groups in Africa;
 - b. Hispanic, that is, a person of Spanish or Portuguese culture with origins in Mexico, South or Central America, or the Caribbean Islands, regardless of race;
 - c. Asian American, that is, a person having origins in any of the original peoples of the Far East, Southeast Asia and Asia, the Indian subcontinent, the Pacific Islands;
 - d. American Indian, that is, a person having origins in any of the original peoples of North America; or
 - e. Female
2. Minority Business - means a business:
 - a. In which at least fifty-one percent (51%) is owned by one or more minority persons, or in the case of a corporation, in which at least fifty-one percent (51%) of the stock is owned by one or more minority persons or socially and economically disadvantaged individuals; and
 - b. Of which the management and daily business operations are controlled by one or more of the minority persons or socially and economically disadvantaged individuals who own it.
3. Socially and economically disadvantaged individual - means the same as defined in 15 U.S.C. 637. "Socially disadvantaged individuals are those who have been subjected to racial or ethnic prejudice or cultural bias because of their identity as a member of a group without regard to their individual qualities". "Economically disadvantaged individuals are those socially disadvantaged individuals whose ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities as compared to others in the same business area who are not socially disadvantaged".
4. Public Entity - means State and all public subdivisions and local governmental units.
5. Owner – Iredell County

6. Designer – Any person, firm, partnership, or corporation, which has contracted with Iredell County to perform architectural or engineering, work.
7. Bidder - Any person, firm, partnership, corporation, association, or joint venture seeking to be awarded a public contract or subcontract.
8. Contract - A mutually binding legal relationship or any modification thereof obligating the seller to furnish equipment, materials or services, including construction, and obligating the buyer to pay for them.
9. Contractor - Any person, firm, partnership, corporation, association, or joint venture which has contracted with Iredell County to perform construction work or repair.
10. Subcontractor - A firm under contract with the prime contractor or construction manager at risk for supplying materials or labor and materials and/or installation. The subcontractor may or may not provide materials in his subcontract.

SECTION C: RESPONSIBILITIES

1. Office for Historically Underutilized Businesses, Department of Administration (hereinafter referred to as HUB Office).

The HUB Office has established a program, which allows interested persons or businesses qualifying as a minority business under G.S. 143-128.2, to obtain certification in the State of North Carolina procurement system. The information provided by the minority businesses will be used by the HUB Office to:

- a. Identify those areas of work for which there are minority businesses, as requested.
- b. Make available to interested parties a list of prospective minority business contractors and subcontractors.
- c. Assist in the determination of technical assistance needed by minority business contractors.

In addition to being responsible for the certification/verification of minority businesses that want to participate in the State construction program, the HUB Office will:

- (1) Maintain a current list of minority businesses. The list shall include the areas of work in which each minority business is interested.
- (2) Inform minority businesses on how to identify and obtain contracting and subcontracting opportunities through the State of North Carolina and other public entities.
- (3) Inform minority businesses of the contracting and subcontracting process for public construction building projects.
- (4) Work with the North Carolina trade and professional organizations to improve the ability of minority businesses to compete in the State construction projects.
- (5) The HUB Office also oversees the minority business program by:
 - a. Monitoring compliance with the program requirements.
 - b. Assisting in the implementation of training and technical assistance programs.
 - c. Identifying and implementing outreach efforts to increase the utilization of minority businesses.
 - d. Reporting the results of minority business utilization to the Secretary of the Department of Administration, the Governor, and the General Assembly.

2. Iredell County
Iredell County will be responsible for the following:

- a. Reviewing the apparent low bidders' statutory compliance with the requirements listed in the proposal prior to award of contracts. The County reserves the right to reject any or all bids and to waive informalities.
- b. Monitoring of contractors' compliance with minority business requirements in the contract documents during construction.
- c. Providing statistical data and required reports to the HUB Office.
- d. Resolving any protest and disputes arising after implementation of the plan.

3. Owner

Before awarding a contract, Iredell County shall do the following:

- a. Implement the HUB plan (if applicable).
- b. Attend the scheduled prebid conference.
- c. At least 10 days prior to the scheduled day of bid opening, notify minority businesses that have requested notices from Iredell County for public construction or repair work. The notification shall include the following:
 1. A description of the work for which the bid is being solicited.
 2. The date, time, and location where bids are to be submitted.
 3. The name of the individual within the owner's organization who will be available to answer questions about the project.
 4. Where bid documents may be reviewed.
 5. Any special requirements that may exist.
- d. Utilize other media, as appropriate, likely to inform potential minority businesses of the bid being sought.
- e. Maintain documentation of any contacts, correspondence, or conversation with minority business firms made in an attempt to meet the goals.
- f. Review, jointly with the designer, all requirements of G.S. 143-128.2(c) and G.S. 143-128.2(f) – (i.e. bidders' proposals for identification of the minority businesses that will be utilized with corresponding total dollar value of the bid and affidavit listing good faith efforts, or affidavit of self-performance of work, if the contractor will perform work under contract by its own workforce) - prior to recommendation of award to the Owner.
- g. Evaluate documentation to determine good faith effort has been achieved for minority business utilization prior to recommendation of award to Owner.
- h. Review prime contractors' pay applications for compliance with minority business utilization commitments prior to payment.
- i. Document evidence of implementation of Owner's responsibilities.

4. Designer

Under the single-prime bidding, separate prime bidding, construction manager at risk, or alternative contracting method, the designer will:

- a. Attend the scheduled prebid conference to explain minority business requirements to the prospective bidders.
- b. Assist the owner to identify and notify prospective minority business prime and subcontractors of potential contracting opportunities.
- c. Maintain documentation of any contacts, correspondence, or conversation with minority business firms made in an attempt to meet the goals.
- d. Review jointly with the owner, all requirements of G.S. 143-128.2(c) and G.S.143-128.2(f) – (i.e. bidders' proposals for identification of the minority businesses that will be utilized with corresponding total dollar value of the bid and affidavit listing Good Faith Efforts, or affidavit of self-performance of work, if the contractor will perform work under contract by its own workforce) - prior to recommendation of award.

- e. During construction phase of the project, review “MBE Documentation for Contract Payment” – (Appendix E) for compliance with minority business utilization commitments. Submit Appendix E form with monthly pay applications to the owner and forward copies to the Owner.
 - f. Make documentation showing evidence of implementation of Designer’s responsibilities available for review by Owner and HUB Office, upon request.
5. Prime Contractor(s), CM at Risk, and Its First-Tier Subcontractors
Under the single-prime bidding, the separate-prime bidding, construction manager at risk and alternative contracting methods, contractor(s) will:
- a. Attend the scheduled prebid conference.
 - b. Identify or determine those work areas of a subcontract where minority businesses may have an interest in performing subcontract work.
 - c. At least ten (10) days prior to the scheduled day of bid opening, notify minority businesses of potential subcontracting opportunities listed in the proposal. The notification will include the following:
 - (1) A description of the work for which the subbid is being solicited.
 - (2) The date, time and location where subbids are to be submitted.
 - (3) The name of the individual within the company who will be available to answer questions about the project.
 - (4) Where bid documents may be reviewed.
 - (5) Any special requirements that may exist, such as insurance, licenses, bonds and financial arrangements.

If there are more than three (3) minority businesses in the general locality of the project who offer similar contracting or subcontracting services in the specific trade, the contractor(s) shall notify three (3), but may contact more, if the contractor(s) so desires.
 - d. During the bidding process, comply with the contractor(s) requirements listed in the proposal for minority participation.
 - e. Identify on the bid, the minority businesses that will be utilized on the project with corresponding total dollar value of the bid and affidavit listing good faith efforts as required by G.S. 143-128.2(c) and G.S. 143-128.2(f).
 - f. Make documentation showing evidence of implementation of PM, CM-at-Risk and First-Tier Subcontractor responsibilities available for review by the Owner and HUB Office, upon request.
 - g. Upon being named the apparent low bidder, the Bidder shall provide one of the following: (1) an affidavit (Affidavit C) that includes a description of the portion of work to be executed by minority businesses, expressed as a percentage of the total contract price, which is equal to or more than the applicable goal; (2) if the percentage is not equal to the applicable goal, then documentation of all good faith efforts taken to meet the goal. Failure to comply with these requirements is grounds for rejection of the bid and award to the next lowest responsible and responsive bidder.
 - h. The contractor(s) shall identify the name(s) of minority business subcontractor(s) and corresponding dollar amount of work on the schedule of values.
 - i. The contractor(s) shall submit with each monthly pay request(s) and final payment(s), “MBE Documentation for Contract Payment” – (Appendix E), for designer’s review.
 - j. During the construction of a project, at any time, if it becomes necessary to replace a minority business subcontractor, immediately advise the owner, in writing, of the circumstances involved. The prime contractor shall make a good faith effort to replace a minority business subcontractor with another minority business subcontractor.
 - k. If during the construction of a project additional subcontracting opportunities become available, make a good faith effort to solicit subbids from minority businesses.
 - l. It is the intent of these requirements apply to all contractors performing as prime contractor and first tier subcontractor under construction manager at risk on state projects.

6. Minority Business Responsibilities

While minority businesses are not required to become certified in order to participate in the County construction projects, it is recommended that they become certified and should take advantage of the appropriate technical assistance that is made available. Additionally, only those minority contractors currently registered and certified as HUB vendors by the HUB office of the Department of Administration can be used to meet the statutory 10% goal. In addition, minority businesses who are contacted by owners or bidders must respond promptly whether or not they wish to submit a bid.

SECTION D: DISPUTE PROCEDURES

It is the policy of this County that disputes that involves a person's rights, duties or privileges, should be settled through informal procedures.

SECTION E: In addition to these guidelines, there will be issued with each construction bid package provisions for contractual compliance providing MBE participation in County building projects. An explanation of the process follows, titled "MINORITY BUSINESS CONTRACT PROVISIONS (CONSTRUCTION)" along with relevant forms for its implementation ("Identification of Minority Business Participation" form, Affidavits A, B, C, D and Appendix E).

MINORITY BUSINESS CONTRACT PROVISIONS (CONSTRUCTION)**APPLICATION:**

The **Guidelines for Recruitment and Selection of Minority Businesses for Participation in County Construction Contracts** are hereby made a part of these contract documents.

MINORITY BUSINESS SUBCONTRACT GOALS:

The goals for participation by minority firms as subcontractors on this project have been set at 10%.

The bidder must identify on its bid (by using the "Identification of Minority Business Participation" form provided in the bid document), the minority businesses that will be utilized on the project with corresponding total dollar value of the bid. In addition, the bidder must submit with his/her bid an affidavit (Affidavit A) listing good faith efforts or affidavit (Affidavit B) of self-performance of work, if the bidder will perform work under contract by its own workforce, as required by G.S. 143-128.2(c) and G.S. 143-128.2(f).

The lowest responsible, responsive bidder must provide Affidavit C, if the portion of work to be performed by minority firms is equal to or greater than 10% of the bidder's total contract price. Affidavit C includes a description of the portion of work to be executed by minority businesses, expressed as a percentage of the total contract price, and lists the participating minority firms with the dollar value of their contracts.

OR

Provide Affidavit D, if the portion of work to be performed by minority firms is less than 10% of the bidder's total contract price. Affidavit D includes a description of the portion of work to be executed by minority businesses, expressed as a percentage of the total contract price, lists the participating minority firms with the dollar value of their contracts and includes **documentation of Good Faith Effort**.

OR

Have provided Affidavit B with his/her bid as noted above, which includes sufficient information for the County to determine that the bidder does not customarily subcontract work on this type project.

The above information must be provided as required. Failure to submit these documents is grounds for rejection of the bid.

Summary of required submissions:

(use check boxes to assist in ensuring that all appropriate forms are submitted)

ALL BIDDERS SUBMIT WITH THEIR BID:

- “Identification of Minority Business Participation” form

AND EITHER

- Affidavit A – “Listing of Good Faith Efforts”

OR

- Affidavit B – “Intent to Perform Contract with Own Workforce”

=====

IN ADDITION, THE APPARENT LOWEST RESPONSIVE, RESPONSIBLE BIDDER SUBMITS (IF HE HAS NOT SUBMITTED AFFIDAVIT B):

- Affidavit C – “Portion of the Work to be Performed by Minority Firms” if the percentage of work to be performed by minority firms is 10% or more. This form is to be submitted within 72 hours of notification of being low bidder.

OR

- Affidavit D “Good Faith Efforts” if the percentage of work to be performed by minority firms is less than 10%.

MINIMUM COMPLIANCE REQUIREMENTS:

All written statements, affidavits or intentions made by the Bidder shall become a part of the agreement between the Contractor and the Owner for performance of this contract. Failure to comply with any of these statements, affidavits or intentions, or with the minority business Guidelines shall constitute a breach of the contract. A finding by the Owner that any information submitted either prior to award of the contract or during the performance of the contract is inaccurate, false or incomplete, shall also constitute a breach of the contract. Any such breach may result in termination of the contract in accordance with the termination provisions contained in the contract. It shall be solely at the option of the Owner whether to terminate the contract for breach.

In determining whether a contractor has made Good Faith Efforts, the Owner will evaluate all efforts made by the Contractor and will determine compliance in regard to quantity, intensity, and results of these efforts. Good Faith Efforts include:

- (1) Contacting minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor or available on State or local government maintained lists at least 10 days before the bid or proposal date and notifying them of the nature and scope of the work to be performed.
- (2) Making the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bid or proposals are due.
- (3) Breaking down or combining elements of work into economically feasible units to facilitate minority participation.
- (4) Working with minority trade, community, or contractor organizations identified by the Office for Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.
- (5) Attending any prebid meetings scheduled by the public owner.
- (6) Providing assistance in getting required bonding or insurance or providing alternatives to bonding or insurance for subcontractors.
- (7) Negotiating in good faith with interested minority businesses and not rejecting them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
- (8) Providing assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisting minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.
- (9) Negotiating joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
- (10) Providing quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

Attach to Bid Attach to Bid

AFFIDAVIT A - Listing of Good Faith Efforts

County of _____

Affidavit of _____
(Name of Bidder)

I have made a good faith effort to comply under the following areas checked:

Bidders must earn at least 50 points from the good faith efforts listed for their bid to be considered responsive. (1 NC Administrative Code 30 I.0101)

- 1 – (10 pts)** Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
- 2 - (10 pts)** Made the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bids are due.
- 3 – (15 pts)** Broken down or combined elements of work into economically feasible units to facilitate minority participation.
- 4 – (10 pts)** Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.
- 5 – (10 pts)** Attended prebid meetings scheduled by the public owner.
- 6 – (20 pts)** Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- 7 – (15 pts)** Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
- 8 – (25 pts)** Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.
- 9 – (20 pts)** Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
- 10 - (20 pts)** Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

The undersigned, if apparent low bidder, will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon scope of contract to be

executed with the Owner. Substitution of contractors must be in accordance with GS143-128.2(d)

Failure to abide by this statutory provision will constitute a breach of the contract.
The undersigned hereby certifies that he or she has read the terms of the minority business
commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of North Carolina, County of _____

Subscribed and sworn to before me this _____ day of _____ 20 _____

Notary Public _____ My commission expires _____

Attach to Bid Attach to Bid

AFFIDAVIT B - Intent to Perform Contract with Own Workforce.

County of _____

Affidavit of _____
(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the _____ contract.
(Name of Project)

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform **all elements of the work** on this project with his/her own current work forces; and

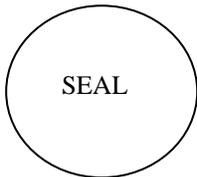
The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement.

The undersigned hereby certifies that he or she has read this certification and is authorized to bind the Bidder to the commitments herein contained.

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of North Carolina, County of _____

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

Notary Public _____

My commission expires _____

Do not submit with bid Do not submit with bid Do not submit with bid Do not submit with bid

AFFIDAVIT C - Portion of the Work to be Performed by Minority Firms

County of _____

(Note this form is to be submitted only by the apparent lowest responsible, responsive bidder.)

If the portion of the work to be executed by minority businesses as defined in GS143-128.2(g) **is equal to or greater than 10%** of the bidder's total contract price, then the bidder must complete this affidavit. This affidavit shall be provided by the apparent lowest responsible, responsive bidder within **72 hours** after notification of being low bidder.

Affidavit of _____ I do hereby certify that on
(Name of Bidder)

the _____
(Project Name)

Project ID# _____ Amount of Bid \$ _____

I will expend a minimum of _____ % of the total dollar amount of the contract with minority business enterprises. Minority businesses will be employed as construction subcontractors, vendors, suppliers or providers of professional services. Such work will be subcontracted to the following firms listed below.

Attach additional sheets if required.

Name and Phone Number	*Minority Category	Work description	Dollar Value

*Minority categories: Black, African American (**B**), Hispanic (**H**), Asian American (**A**) American Indian (**I**), Female (**F**) Socially and Economically Disadvantaged (**D**)

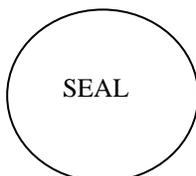
Pursuant to GS143-128.2(d), the undersigned will enter into a formal agreement with Minority Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of North Carolina, County of _____

Subscribed and sworn to before me this _____ day of _____ 20 _____

Notary Public _____

My commission expires _____

Do Not Submit with Bid Do Not Submit with Bid Do Not Submit with Bid Do Not Submit with Bid

AFFIDAVIT D – Good Faith Efforts

Project _____ County of _____

If the goal of 10% participation by minority business **is not** achieved, the apparent lowest responsible, responsive bidder shall provide the following documentation to the Owner of his good faith efforts. This form is to be submitted **ONLY** by the apparent lowest responsible, responsive bidder.

(Bidder)

Affidavit of: _____)

I do certify the **attached** documentation as true and accurate representation of my good faith efforts.

(Attach additional sheets if required)

Name and Phone Number	*Minority Category	Work description	Dollar Value

*Minority categories: Black, African American (**B**), Hispanic (**H**), Asian American (**A**) American Indian (**I**), Female (**F**) Socially and Economically Disadvantaged (**D**)

Documentation of the Bidder's good faith efforts to meet the goals set forth in these provisions. Examples of documentation shall include the following evidence, a check indicates these forms are attached:

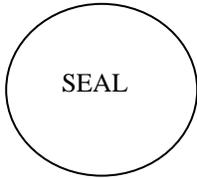
- A. Copies of solicitations for quotes to at least three (3) minority business firms from the source list provided by the State for each subcontract to be let under this contract (if 3 or more firms are shown on the source list). Each solicitation shall contain a specific description of the work to be subcontracted, location where bid documents can be reviewed, representative of the Prime Bidder to contact, and location, date and time when quotes must be received.
- B. Copies of quotes or responses received from each firm responding to the solicitation.
- C. A telephone log of follow-up calls to each firm sent a solicitation.
- D. For subcontracts where a minority business firm is not considered the lowest responsible sub-bidder, copies of quotes received from all firms submitting quotes for that particular subcontract.
- E. Documentation of any contacts or correspondence to minority business, community, or contractor organizations in an attempt to meet the goal.
- F. Copy of pre-bid roster.
- G. Letter documenting efforts to provide assistance in obtaining required bonding or insurance for minority business.
- H. Letter detailing reasons for rejection of minority business due to lack of qualification.
- I. Letter documenting proposed assistance offered to minority businesses in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letter of credit, including waiving credit that is ordinarily required.

Failure to provide the documentation as listed in these provisions may result in rejection of the bid and award to the next lowest responsible and responsive bidder.

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of North Carolina, County of _____

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

Notary Public _____

My commission expires _____

MBE DOCUMENTATION FOR CONTRACT PAYMENTS

Prime Contractor/Architect: _____

Address & Phone: _____

Project Name: _____

Pay Application #: _____ Period: _____

The following is a list of payments to be made to minority business contractors on this project for the above-mentioned period.

MBE FIRM NAME	* INDICATE TYPE OF MBE	AMOUNT PAID THIS MONTH	TOTAL PAYMENTS TO DATE	TOTAL AMOUNT COMMITTED

*Minority categories: Black, African American (**B**), Hispanic (**H**), Asian American (**A**) American Indian (**I**), Female (**F**) Socially and Economically Disadvantaged (**D**)

Date: _____

Approved/Certified By: _____

Name

Title

Signature

Signature certifies that any minority firms not previously verified in the bid/award process have been appropriately verified, services have been rendered, and payment is due as processed.

THIS DOCUMENT MUST BE SUBMITTED WITH EACH PAY REQUEST & FINAL PAYMENT*

APPENDIX E – ANTENNA/DISH TYPE PLACEMENT

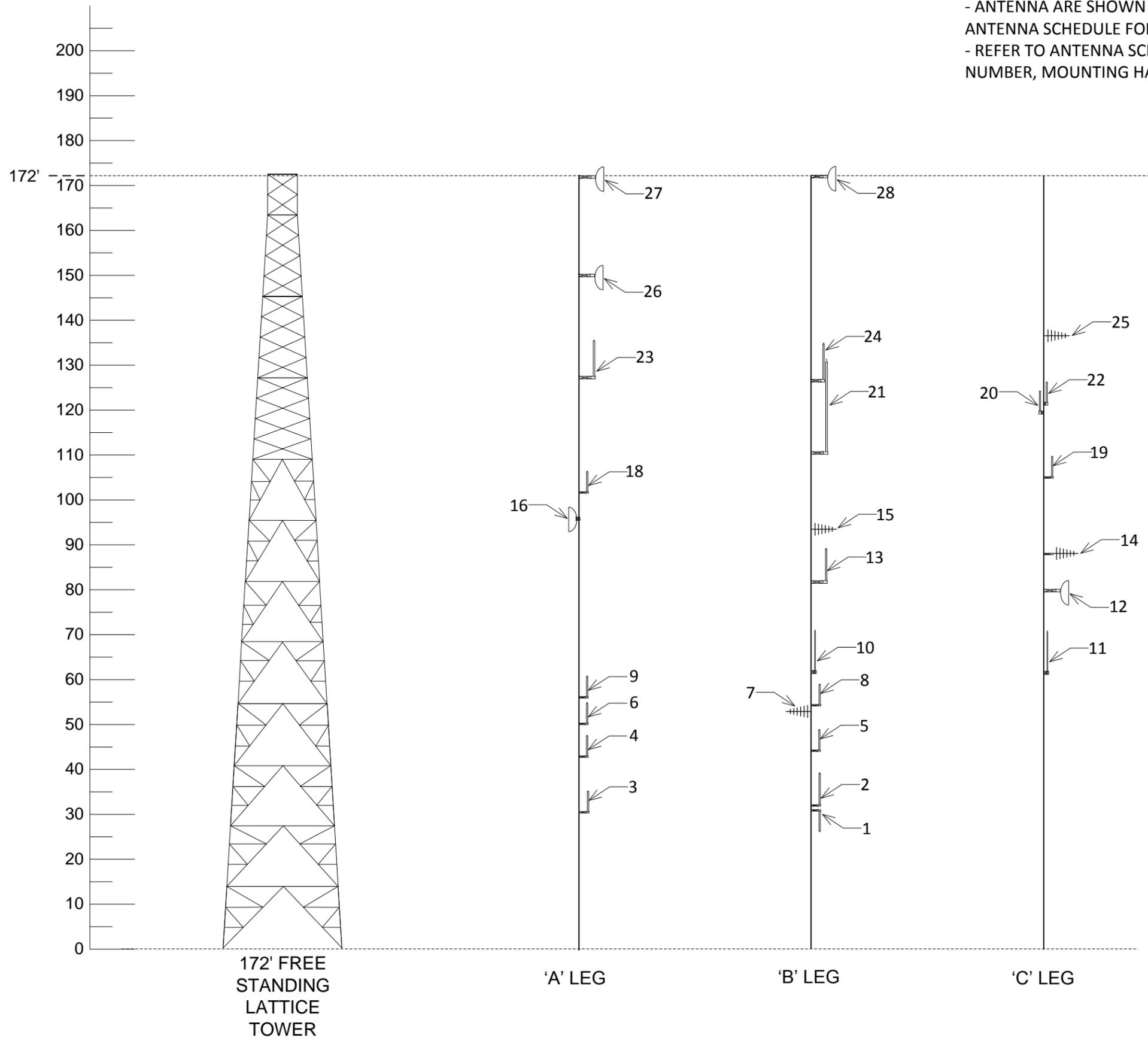


MissionCriticalPartners

690 Gray's Woods Blvd
Port Matilda, PA 16803
O: 888.8.MCP.911
F: 814-217-6807
www.MCP911.com

NOTES:

- ANTENNA ARE IDENTIFIED BY THEIR MOUNT ID, AS SHOWN IN THE ANTENNA SCHEDULE (SEE PAGE 2).
- ANTENNA ARE SHOWN AT THE CORRECT HEIGHT, REFER TO ANTENNA SCHEDULE FOR AZIMUTH.
- REFER TO ANTENNA SCHEDULE FOR ANTENNA TYPE, MODEL NUMBER, MOUNTING HARDWARE, AND OTHER DETAILS.



IREDELL COUNTY RADIO TOWER PROJECT

STATESVILLE, IREDELL COUNTY, NORTH CAROLINA

TOWER ELEVATION
ANTENNA MOUNTING

MCP PROJECT #17-151, PHASE 1

REVISIONS			DRAWING TITLE	
REV	DESCRIPTION	DATE	ANTENNA MOUNTING	
			DRAWING NUMBER	
			1 OF 3	
			DATE:	1/26/2018
			DESIGN BY:	CS
			DRAWN BY:	JAL
			CHKD BY:	SM



MissionCriticalPartners

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Port Matilda, PA 16803
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IREDELL COUNTY RADIO TOWER PROJECT

STATESVILLE, IREDELL COUNTY, NORTH CAROLINA

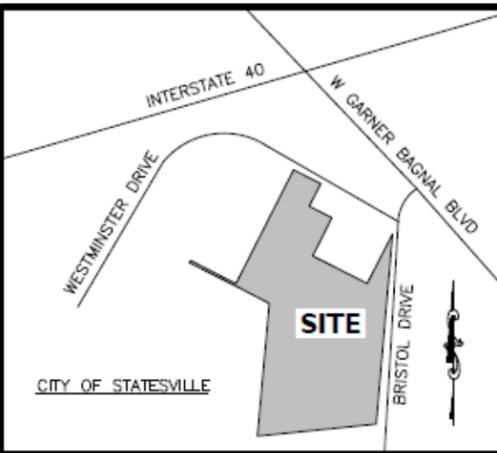
DETAILED ANTENNA SCHEDULE
ANTENNA SCHEDULE

MCP PROJECT #17-151, PHASE 1

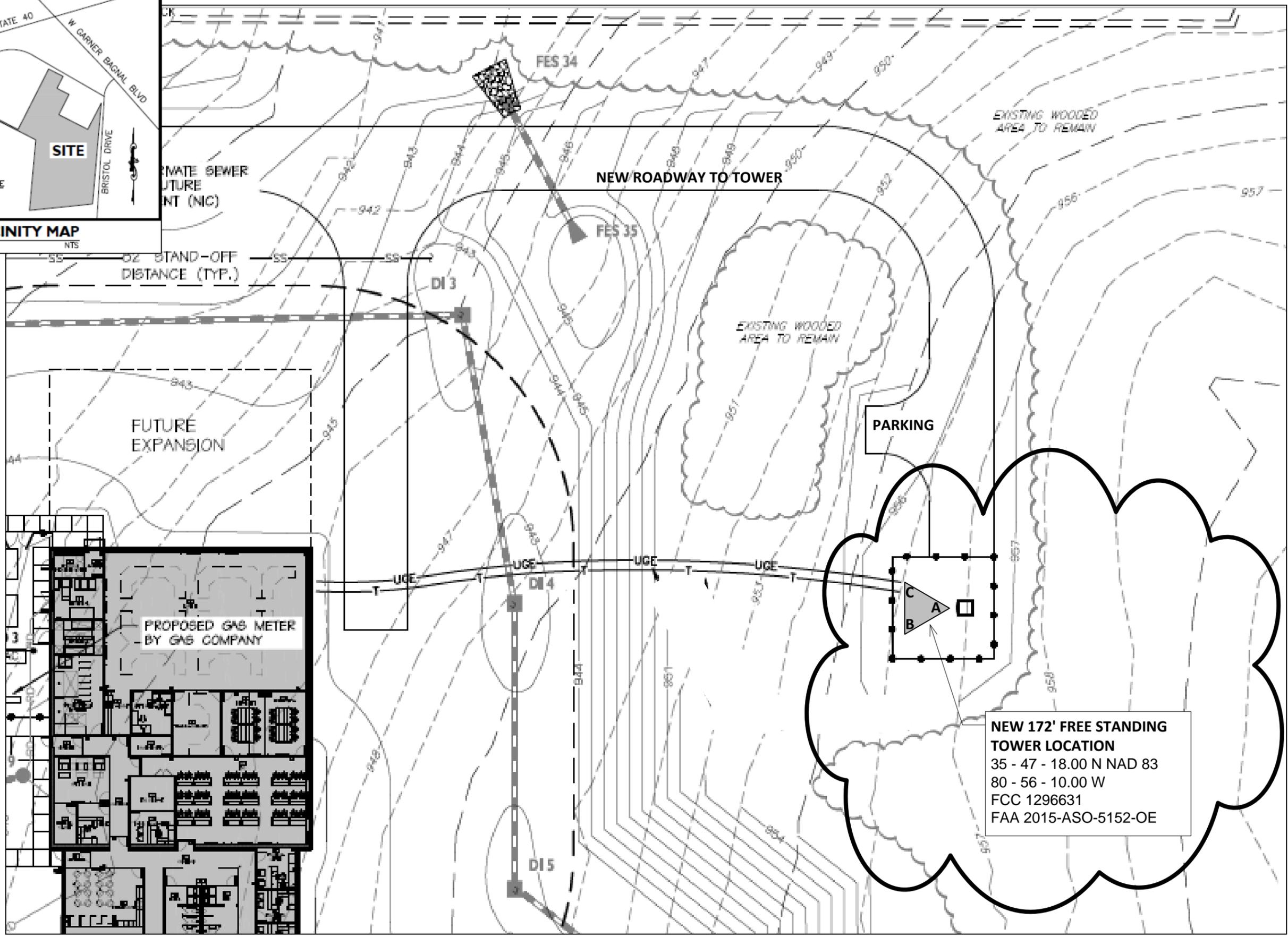
MOUNT ID	TOWER LEG	ANTENNA CENTER HEIGHT	AZIMUTH	MOUNTING HARDWARE	ANTENNA TYPE	MODEL #
1	B	28' 4"	150	2' STAND OFF	2' OMNI DOWN	UNKNOWN
2	B	32'	150	2' STAND OFF	5' OMNI UP	MFB 1560 156-167 Mhz
3	A	33' 6"	30	2' STAND OFF	MAXRAD OMNI	MFB 8113 806-866 Mhz 3dB
4	A	44' 3"	30	2' STAND OFF	MAXRAD OMNI	MFB 8113 806-866 Mhz 3dB
5	B	46' 6"	150	2' STAND OFF	2' OMNI	UNKNOWN
6	A	51' 8"	30	2' STAND OFF	MAXRAD OMNI	MFB 8113 806-866 Mhz 3dB
7	B	52' 8"	180	2' STAND OFF	YAGI	UNKNOWN
8	B	56' 8"	150	2' STAND OFF	2' OMNI	UNKNOWN
9	A	57' 4"	30	2' STAND OFF	MAXRAD OMNI	MFB 8113 806-866 Mhz 3dB
10	B	62' 3"	150	2' STAND OFF	WHIP	UNKNOWN
11	C	66'	270	2' STAND OFF	WHIP	UNKNOWN
12	C	80'	345.7	3" MAST PIPE	3' DISH	LAIRD HDDA5W-32
13	B	85'	30	3' STAND OFF	5' OMNI	UNKNOWN
14	C	88'	180	2' STAND OFF	YAGI	UNKNOWN
15	B	93'	150	LEG MOUNT	YAGI	SINCLAIR-SY450-SF1SNM
16	A	96'	285	LEG MOUNT	2' DISH	RADIOWAVE 10256-2
17	A	100'	76.7	3" MAST PIPE	3' DISH	LAIRD HDDA5W-32
18	A	104' 9"	30	2' STAND OFF	OMNI	UNKNOWN
19	C	107' 9"	270	2' STAND OFF	OMNI	X-RAD NFB1503
20	B-C Face	119' 3"	210	FACE MOUNT	OMNI	UNKNOWN
21	B	120' 6"	150	3' STAND OFF	20' OMNI	UNKNOWN
22	C	123' 8"	270	LEG MOUNT	OMNI	UNKNOWN
23	A	130' 6"	30	3' STAND OFF	OMNI	UNKNOWN
24	B	130' 9"	150	3' STAND OFF	OMNI	UNKNOWN
25	C	136' 5"	270	LEG MOUNT	YAGI	PD 10106-1 806-895 Mhz
26	A	150'	55.8	3" MAST PIPE	3' DISH	LAIRD HDDA5W-32
27	A	172'	25.1	3" MAST PIPE	3' DISH	LAIRD HDDA5W-32
28	B	172'	159.1	3" MAST PIPE	3' DISH	LAIRD HDDA5W-32
29						
30						

ANTENNA SCHEDULE

REVISIONS			DRAWING TITLE
REV	DESCRIPTION	DATE	ANTENNA SCHEDULE
			DRAWING NUMBER
			2 OF 3
			DATE: 1/26/2018
			DESIGN BY: CJ
			DRAWN BY: JAL
			CHKD BY: SM



VICINITY MAP
NTS



SITE PLAN

NEW 172' FREE STANDING TOWER LOCATION
 35 - 47 - 18.00 N NAD 83
 80 - 56 - 10.00 W
 FCC 1296631
 FAA 2015-ASO-5152-OE



MissionCriticalPartners

690 Gray's Woods Blvd
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 www.MCP911.com

IREDELL COUNTY RADIO TOWER PROJECT

STATESVILLE, IREDELL COUNTY, NORTH CAROLINA

HIGH LEVEL
 SITE PLAN

MCP PROJECT #17-151, PHASE 1

REVISIONS			DRAWING TITLE
REV	DESCRIPTION	DATE	SITE PLAN
			DRAWING NUMBER
			3 OF 3
			DATE: 1/26/2018
			DESIGN BY: CJ
			DRAWN BY: JAL
			CHKD BY: SM