



RFB# 2024-05

***Contract Documents and Specifications for AWOS
Installation Project***

***FOR
24AWJACKS
CHEROKEE COUNTY AIRPORT
RUSK, TEXAS***

**BID DUE DATE:
By 2:00 PM CDT – Thursday, May 2, 2024**

*Cherokee County Auditor's Office
135 South Main, 3rd Floor
Rusk, Texas 75785*

<http://www.co.cherokee.tx.us/ips/cms/countyoffices/countyAuditor.html>

RFP SCHEDULE SUMMARY

Tuesday, March 12, 2024	Release of RFB
Saturday, March 16, 2024 Saturday, March 23, 2024	Legal Advertising of RFB
Friday, April 26, 2024 – 5:00 PM CDT	Deadline for RFB Questions
Thursday, May 2, 2024 – 2:00 PM CDT	RFB Submittal Due Date
Tuesday, May 14, 2024 - 9:00 AM CDT	Anticipated Recommendation to Court / Anticipated Award of RFB / Anticipated Court Approval of Contract

TABLE OF CONTENTS
Cherokee County Airport
Project No. 24AWJACKS

PAGES

3-4	1.	NOTICE TO BIDDERS
5	2.	BIDDER QUALIFICATIONS
6-7	3.	INSTRUCTIONS TO BIDDERS
8-13	4.	BID
14-19	5.	TECHNICAL SPECIFICATIONS
20-24	6.	WAGE RATES
25-26	7.	AIRPORT LAYOUT DRAWING AND PROPERTY MAP
27-29	8.	SAMPLE CONTRACT
30	9.	CONFLICT OF INTEREST

**GENERAL CONSTRUCTION CONTRACT PROVISIONS,
VOLUME DATED FEBRUARY 2013 ([Aviation General Construction
Provisions \(txdot.gov\)](https://www.txdot.gov/aviation/aviation-general-construction-provisions)); USE LATEST VERSION OF REFERENCED ADVISORY
CIRCULARS.)**

NOTICE TO BIDDERS
Project No. 24AWJACKS
Automated Weather Observation System

Sealed bids for the installation of Automated Weather Observation System III with optional Present Weather Sensor and Thunder Strike Alert (AWOS III PT) to replace an existing Automated Weather Observation System need to be addressed and delivered to Steven Daughety, 135 S. Main, Rusk, Texas 75785. Bids will be accepted until Thursday, May 2, 2024, by 2:00 p.m. CDT then publicly opened and read. Any bid received after closing time will be returned unopened. ELECTRONIC SUBMISSIONS WILL NOT BE ACCEPTED.

In general, the Aviation Construction work consists of: Siting and licensing (if relocating) and installation and of an Automated Weather Observation System III with optional Present Weather Sensor, Thunder Strike Alert (AWOS III PT) to replace or replace an existing Automated Weather Observation System. The system shall be installed in accordance with this specification and as approved in Federal Aviation Administration Advisory Circular 150/5220-16, latest version, and FAA Order 6560-20B, or latest version.

Bidding documents may be examined at:
Cherokee County Auditor's Office
Attn: Steven Daughety
135 South Main, 3rd Floor
Rusk, Texas 75785

<http://www.co.cherokee.tx.us/ips/cms/countyoffices/countyAuditor.html>

Technical questions concerning the specifications should be directed via email to County Auditor, Steven Daughety at coauditor@cocherokee.org at least 10 days prior to the bid opening should the owner require technical assistance to respond.

Minimum wage rates have been predetermined as required by law and are set forth in the specifications.

Cashier's check, money order, or teller's check drawn by or on a state or national bank, a savings and loan association, or a state or federally chartered credit union (collectively referred to as "bank") in the amount of two percent (2%) of the total bid price stated in the bid, made payable without recourse to the Owner or a bid bond in the same amount from a reliable corporate surety authorized to do business in the State of Texas and acceptable to the Owner, must accompany each bid as a guarantee that the bidder, if successful, will enter into a contract, and make bond in accordance with the requirements of the specifications. The Owner reserves the right to retain any check, bank money order or bank draft as liquidated damages in the event the bidder withdraws its bid after the bids are opened and before official rejection of the bid by the Owner, or, if successful in securing the award of the contract, the successful bidder fails to enter into the contract and fails to furnish satisfactory performance and payment bonds.

The successful bidder will be required to furnish a Performance Bond and Payment Bond, each in the full amount of the contract price, executed by a surety company or surety companies authorized to execute surety bonds under and in accordance with the laws of the State of Texas.

The proposed contract is subject to the Vernon Texas Civil Statutes, Article 601.b now codified as the State Purchasing and General Services Act, Texas Government Code, Chapter 2151 et seq. concerning the participation of Historically Underutilized Business. HUB goal is set at 0%.

The Owner reserves the right to reject any irregular bid and the right to waive technicalities if such waiver is in the best interest of the Owner and conforms to State and local laws and ordinances pertaining to the letting of construction contracts.

The Owner hereby notifies all bidders that it will affirmatively assure that minority enterprises are afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on grounds of race, color, or national origin in consideration for an award.

BIDDER QUALIFICATIONS

I. QUALIFICATIONS

- A. Each Bidder shall furnish the Owner satisfactory evidence of the Bidder's competency to perform the proposed work. Such evidence of competency shall consist of statements covering the Bidder's past experience on similar work, a list of projects currently in process and the percent of completion, a list of equipment that would be available for the work, and a list of key personnel that would be available.
- B. In addition, each Bidder shall furnish the Owner satisfactory evidence of the Bidder's financial responsibility. Such evidence shall consist of a classified balance sheet, which has been compiled and signed by an independent certified public accountant, reflecting current assets in excess of current liabilities (positive net working capital) as of the last calendar year or the Bidder's last fiscal year. At the time of submitting such financial statements or reports, the Bidder shall further certify whether the Bidder's financial responsibility is approximately the same as stated or reported by the public accountant. If the Bidder's financial responsibility has changed, the Bidder shall qualify the public accountant's statement or report to reflect the Bidder's true financial condition at the time such qualified statement or report is submitted to the Owner.
- C. The Bidder shall provide a listing of both automobile and personal liability insurance coverage currently in force, along with a copy of a Certificate of Insurance as verification of that coverage.

II. SUBMISSION OF QUALIFICATIONS

- A. Each bidder shall submit the Bidder's "evidence of competency", "evidence of financial responsibility", and "evidence of insurance coverage" for "worker's compensation, commercial general liability and Texas business automobile" to the Owner at the date, time and location specified for opening bids. These items shall be submitted in the envelope with your bid marked with project number, location of airport, and name and business address of the bidder.
- B. Bids that do not include the qualification requirements listed above will be considered non-responsive and therefore disqualified.
- C. BIDS SUBMITTED WITHOUT SUBMISSION OF ALL QUALIFICATIONS WILL NOT BE READ.

INSTRUCTIONS TO BIDDERS

IB-1. The Owner requires that the Bidder shall reference the Aviation Division General Construction Contract Provisions, volume dated February 2013, for all general contract provisions. General Construction Contract Provisions may be obtained at TxDOT, Aviation Division, 6230 East Stassney Lane, Austin, Texas 78744; Use latest version of referenced Advisory Circulars.

IB-2. The Bidder shall refer to: BIDDER QUALIFICATIONS section of the bid document.

IB-3. The Bidder shall submit the completed bid either on the form furnished by The Owner or by submitting an electronically printed version. All blank spaces in the bid form must be correctly filled in where indicated for each and every item for which a quantity is given. The Bidder shall state the price (written in ink) **BOTH** in words and numerals for each pay item furnished in the bid. In case of conflict between words and numerals, the words, unless obviously incorrect, shall govern.

The Bidder may also submit an electronically **printed** bid. The bid must have pay items in the same order and with the exact information as found on the Owner's bid form. The Bidder is responsible for incorrect information and will be considered non-responsive if pay items are changed in wording or order on the electronically printed form. Electronically printed bids are not required to have the unit prices written in words. **Electronically printed bid may not be submitted electronically.**

The Bidder shall sign the bid in ink. If the bid is made by an individual, the individual's name and address must be shown. If made by a partnership, the name and address of each member of the partnership must be shown. If made by a corporation, the person signing the bid shall give the name of the state under the laws of which the corporation was chartered and the name, titles, and business address of the president, secretary, and the treasurer.

IB-4. The Bidder shall submit completed copies of all items identified under "Bidder Qualifications." ***Bids received without Bidder Qualifications will not be read.***

IB-5. Receipt of all addenda issued shall be acknowledged by the Bidder in the space provided on the bid form.

IB-6. Bids may be rejected if they show any alteration of words or figures, additions not called for, conditional or uncalled for alternate bids, incomplete bids, any alteration of words or figures or erasures not initialed by the person or persons signing the bid, or irregularities of any kind.

IB-7. The bid shall be accompanied by a Bid Guarantee of the character and in the amount as indicated in the bid.

IB-8. Any questions arising during the advertising period as to meaning or intent of the specifications will be answered by an addendum prepared by the Owner. Contractor will be responsible for obtaining addenda at our website:

<http://www.co.cherokee.tx.us/ips/cms/countyoffices/countyAuditor.html>

All addenda issued shall become a part of the contract documents.

Bidders are responsible for checking this website regularly for any changes to the bid documents, such as Addendums.

IB-9. Each bid submitted shall be placed in a sealed envelope plainly marked with the project number, location of airport, and name and business address of the Bidder on the outside. When sent by mail, preferably registered, the sealed bid, marked as indicated above, should be enclosed in an additional envelope. **Bids, which are transmitted by telephone, by telegraph or by electronic means, will not be accepted.**

IB-10. No bid will be considered unless received at the place specified in the advertisement before the time specified for opening all bids. Bids received after the bid opening time shall be returned to the Bidder unopened.

IB-11. Bids will be opened and read publicly at the time and place indicated in the Notice to Bidders.

IB-12. Generally, materials incorporated into a project, such as concrete, rebar, asphalt, etc., are tax exempt. Other items not incorporated into the project such as barricades and equipment rental may be subject to sales tax. A copy of the Texas Sales and Use Tax Exemption form is available through the State Comptroller website at <http://www.window.state.tx.us/taxinfo/taxforms/01-339.pdf>. This form is a self-certification process. The contractor must complete the form and retain the document in their files. A copy of the form should be sent to the seller/supplier. Bidders should contact their tax consultant or the Texas Office of the Comptroller with any questions related to the payment of sales tax.

BID

**Project No. 24AWJACKS
Cherokee County Airport**

Project Description: Siting, licensing and installation of Automated Weather Observation Systems III with Present Weather Sensor and Thunderstrike Alert.

Bid by: Name of Bidder: _____

Address: _____

Telephone: _____ Fax: _____

E-mail Address: _____

Pursuant to the foregoing Instruction to Bidders, the undersigned bidder having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all the conditions surrounding the construction of the project hereby proposes to furnish all necessary superintendence, labor, machinery, equipment, tools, materials and supplies to complete all the work upon which is bid in accordance with the contract documents, within the time set forth and at the prices stated below:

Base Bid: Replace in Existing Location

Item	Qty	Unit	Description Written & Numeric <u>Unit Price</u>	Unit Price	Total Price
1	1	LS	Remove existing equipment and replace in current location, AWOS III including present weather sensor, with a self-supporting tower installed complete in place according to specification. _____ dollars _____ cents	\$ _____	\$ _____
2	1	LS	NADIN/WMSCR Interface Equipment with one year of NADIN connection service. _____ dollars _____ cents	\$ _____	\$ _____
3	1	LS	One year of AWOS maintenance that meets the requirements of FAA AC No. 150/5220-16 (latest revision) _____ dollars _____ cents	\$ _____	\$ _____

Total Base Bid \$ _____

Alternate Base Bid: Replace and Relocate

Item	Qty	Unit	Description Written & Numeric <u>Unit Price</u>	Unit Price	Total Price
1	1	LS	Remove existing equipment and relocate and install AWOS III including present weather sensor with self-supporting tower installed complete in place including site selection, site approval by TxDOT and FAA, and acquisition of FCC licensing, according to specification. Bidders shall account for all necessary expenses and effort related to site preparation to obtain a commissioned AWOS. _____ dollars _____ cents	\$ _____	\$ _____
2	1	LS	NADIN/WMSCR Interface Equipment with one year of NADIN connection service. _____ dollars _____ cents	\$ _____	\$ _____
3	1	LS	One year of AWOS maintenance that meets the requirements of FAA AC No. 150/5220-16 (latest revision) _____ dollars _____ cents	\$ _____	\$ _____

Total Alternate Base Bid \$ _____

Additive Alternate Bid 1-2					
Items below should be bid with the option to award depending on the availability of funds					
Item	Qty	Unit	Description Written & Numeric <u>Unit Price</u>	Unit Price	Total Price
A1	1	EA	Thunder Strike Alert _____ dollars _____ cents	\$ _____	\$ _____
A2	1	EA	Upgrade to Ultra Sonic Wind Sensor _____ dollars _____ cents	\$ _____	\$ _____

Total Bid \$ _____

It is understood the quantities of work to be done at unit prices are approximate and are intended for bidding purposes only. Amounts are to be shown in both words and numbers. In case of discrepancy the unit price amount shown in words shall govern. Bidders shall bid on the Base Bid, **Alternate Base Bid**, and Additive Alternate 1. Bidders may bid on Alternate Number 2.

The Owner reserves the right to award to the lowest responsible bidder for any combination of the base bid and alternates. Funding availability will be considered in selecting the bid award.

The Owner reserves the right to award to the lowest responsible bidder and for any combination of the base bid and alternates to obtain the best value for the Owner per Texas Local Government Code Section 252.043, Texas Government Code Section 2156.007 (d), or Texas Government Code Sections 2269.055 and 2269.056, to the extent the referenced statute is applicable to this project. Funding availability will be considered in selecting the bid award.

The bidder hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" for installation of the equipment. Following issuance of the written "Notice to Proceed" for installation, installation shall be completed within 90 calendar days thereafter (does not include TxDOT, FCC and FAA review time). Bidder further agrees to pay as liquidated damages the sum of \$200.00 for each consecutive calendar day to complete the work beyond the allotted time or as extended by an approved change Order.

Bidder understands the Owner reserves the right to reject any irregular bid and the right to waive technicalities if such waiver is in the best interest of the Owner and conforms to State and local laws and ordinances pertaining to the letting of construction contracts. The bidder agrees this bid shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

Upon receipt of the written "Notice of Award", the bidder will execute the formal contract agreement within 14 days and deliver a surety bond or bonds as required under the contract documents. The bid security attached in the sum of 2% of the total bid price _____ is to become the property of the Owner in the event the contract is not executed as set forth in the contract documents as liquidated damages for the delay and additional expense caused thereby.

By submission of a bid under this solicitation, bidder certifies the only persons or parties interested in this bid are those named, and the bidder has not directly or indirectly participated in collusion, entered into an agreement, or otherwise taken any action in restraint of free competitive bidding in connection with the project.

Signature Title

Printed Name Phone

Mailing Address City, State, Zip Code

Addendum:

The undersigned Bidder certifies that he has acknowledged the addendum(s) to the contract as indicated below.

Addendum No.: _____ dated: _____

Addendum No.: _____ dated: _____

Addendum No.: _____ dated: _____

Qualification Acknowledgment:

The undersigned Bidder has enclosed the bidder’s qualifications per General Provision 20-02, Prequalification of Bidders.

_____ I have enclosed qualification statements.

Qualification Acknowledgment Signature:

_____ Signature

_____ Title

_____ Mailing Address

_____ City, State, Zip Code

AWOS Technical Specifications

1. Project Description:

- 1.1. The project shall consist of replacing an existing Automated Weather Observing System with an Automated Weather Observing System III with Present Weather Sensor and Thunder Strike Alert components (AWOS III P/T) at the Cherokee County Airport. The system shall be installed in accordance with Federal Aviation Administration Advisory Circular 150/5220-16, (latest revision), “Automated Weather Observing Systems (AWOS) for Non-federal Applications” and as indicated in this specification.

The system as installed will include all labor, equipment, materials, peripherals, training, services, one-year warranty, one year of AWOS System Maintenance, and incidentals as necessary to place the system in operation to the satisfaction of the Owner/State and be ready for commissioning by the Federal Aviation Administration (FAA). Vendor shall have FAA certification for the AWOS III P/T at time of bid submittal and will provide copies of such approval with their bid submittal.

- 1.2 The Vendor shall ascertain that all AWOS and VHF system components installed in the system are compatible in all respects with each other and the remainder of any existing system. Any non-compatible components shall be replaced with compatible components at no additional cost to the owner.
- 1.3 The Vendor shall utilize an established and proven equipment configuration.
- 1.4 Not applicable
- 1.5 Vendor will prepare the Memorandum of Agreement (MOA) and Operations and Maintenance Manual (OMM) as required by FAA Order 6700.20 for owner signature before scheduling FAA commissioning ground inspection and any other checks required before the AWOS can be authorized to operate.
- 1.6 The following documents shall be considered a part of these provisions:
- AC 150/5220-16, (latest revision) “Automated Weather Observing Systems for Non-Federal Applications”
 - FAA Order 6560.20, (latest revision) “Siting for Automated Weather Observing Systems”
 - AC 70/7460-1, (latest revision) “Obstruction Marking and Lighting”
 - TxDOT Aviation Division General Construction Contract Provisions, Volume dated February 2013.

2. Site Location, if AWOS is relocated:

- 2.1. The Vendor shall comply with FAA Order 6560.20, (latest revision) “Siting for Automated Weather Observation.”
- 2.2. The vendor shall consider the location of available electrical power to reduce sponsor’s cost for installation of power at the site when selecting the AWOS site.
- 2.3. The Vendor must submit locations to the Owner/State for approval on furnished copy of Airport Layout Plans marked with latitude/longitude and elevation before submitting FAA Form 7460-1. Owner/State shall approve final site selection.
- 2.4. Site approval and documents/applications for the AWOS installation and VHF equipment will be submitted to the FAA and the FCC by the Vendor. If a UHF data link is used in place of the data/control cable connection to the AWOS processor, licensing of the UHF frequency is the responsibility of the Vendor.
- 2.5. The Vendor must notify the Owner/State of telephone and electrical connection requirements for the selected AWOS site. Vendor shall coordinate location and requirements with owner so that necessary utility connections can be installed in sufficient time for the installation of the equipment.
- 2.6. Site selection shall be made, and proper forms executed and filed with FAA within 90 days from notice to proceed for site selection. Owner/State review and approval will be in addition to the 90-day time frame.
- 2.7. Vendor shall notify Owner/State of any issues occurring with forms filed with FAA for the selected site, and any re-submission of site selection forms.
- 2.8. Vendor shall anticipate the possibility of multiple siting visits per airport, if necessary.

3. FCC License(s)

- 3.1. The Vendor must submit necessary forms and acquire a Federal Communications Commission License for an AWOS VHF broadcast license. If required, Vendor shall also submit all necessary forms and acquire FCC license for UHF license.
- 3.2. Vendor shall coordinate and monitor the receipt of the licenses with Owner/State and FCC to ensure all necessary licenses are received. Vendor shall submit report to Owner/State with all FCC license call signs and expiration dates.

4. Site Preparation

- 4.1 The Vendor shall provide all necessary site preparation work for installation of the AWOS, which includes, but is not limited to, removal of existing AWOS, foundations and grounding systems if necessary, grading, leveling, grubbing, and making the site acceptable for installation of necessary foundations and equipment.
- 4.2 Electrical power supply and telephone line for the operation of the system shall be provided by the airport sponsor. The electrical power supply shall terminate with an electrical disconnect 25 feet from the designated installation location. The telephone line shall also terminate at this location in an appropriate box.
- 4.3 Vendor shall provide and install control and data cables in conduit from the AWOS CPU to remote sensors. RF transmitter and receiver shall be provided to the site by the Vendor, if required.
- 4.4 If needed, Vendor shall construct concrete foundations for tower base and other equipment. AWOS Manufacturer shall submit foundation drawings specific to selected site and equipment with specified concrete compressive strength and reinforcing requirements.
- 4.5 Following installation, the site shall be cleaned, debris removed, and surface leveled to that of surrounding areas to allow for mowing and maintenance of the area disturbed.

5. Installation:

- 5.1. The vendor shall not proceed with installation until the approved schedule is developed and only following a notice to proceed by the Owner.
- 5.2 The work shall be performed by the AWOS manufacturer or approved contractor regularly engaged in work of this type, and shall include furnishing and installing the equipment, calibration, start-up, and commissioning of equipment.
- 5.3 Sensors shall be installed at the locations and elevations as approved by Owner/State and the Federal Aviation Administration. All connections of the cables to the sensors, AWOS tower, processing unit and data terminal will be in accordance with the manufacturer's specifications. VHF antenna shall be mounted at the AWOS site unless other location is approved by Owner/State.
- 5.4 Vendor shall provide and install control and data cables in conduit from the AWOS CPU to remote sensors. RF transmitter and receiver shall be provided to the site by the Vendor, if required.
- 5.5 Vendor shall anticipate multiple installation visits as conditions dictate.

6. Equipment:

6.1. AWOS III Instrumentation: The systems to be installed shall be FAA certified as AWOS III or AWOS III P/T as finally configured at time of contract award. All equipment provided shall be new and meet the specifications in FAA AC 150/5220-16 (latest revision).

6.1.1. Tower: Existing tower can be refurbished and used if it meets current standards and Vendor equipment. If new tower is needed, Vendor shall install either a self-supporting or a tilt-over tower as specified by manufacturer for the system and as indicated on the project specific bid form. The tilt-over tower shall have a steel supporting rest in a concrete foundation that is required to hold tower in its tilt-down position without touching ground. Either tower type shall not exceed the height specified for the equipment to be installed on the tower.

The tower shall be painted with a six-band marking with alternating bands of aviation surface orange (the top band) and white. The bandwidths shall be 1/6 of the height of the tower and perpendicular to the vertical axis of the tower with the bands at each end-colored orange. Paint and aviation colors shall conform to Federal Standards. The tower shall be primed in accordance with the tower manufacturer's specifications prior to painting.

A Dual L-810 obstruction light shall be placed within 5 feet of the top of the tower in accordance with FAA requirements. The two lamps on the L810 shall be wired in parallel on a dedicated circuit.

6.1.2 Voice Subsystem: The voice subsystem shall provide high quality, computer-generated speech for output of the AWOS observation. The voice subsystem should also provide the speech for the local ground-air radio broadcast and for telephone dial-up users. The system shall have the capability of hooking up to a minimum of two (2) phone lines, and for the addition of a manually input voice message at the end of the computer-generated voice message. The system shall have the capability of remotely programming a voice message via telephone. A security access code shall prevent unauthorized use, and the system will automatically play back the recorded message and allow the user to reprogram, delete, or accept the message.

6.1.3 Uninterruptible Power Supply: The Vendor shall provide a UPS to regulate power and provide a back-up power supply source for power outages. The UPS shall be capable of powering the AWOS for a minimum of one (1) hour.

6.1.4 NADIN/WMSCR Interface: The AWOS shall include equipment for interfacing with a Vendor that is approved to download information through the National Airspace Data Interchange Network (NADIN) and into the Weather Message Switching Center Replacement (WMSRCR). Vendor shall provide one (1) year of NADIN connection service to be concurrent with AWOS maintenance contract.

- 6.1.5 Transient and Lightning Protection: AWOS equipment should be protected against damage or operational upset due to lightning surges, power line transients and surges, and from other electromagnetic fields and charges on all sensor input lines, sensor supply lines, and incoming power and data communications lines. Lightning protection systems shall be designed and installed in accordance with the Lightning Protection Code, NFPA 780, and the manufacturer recommendations for all equipment.
- 6.1.6 Test Equipment: The Contractor shall supply the Owner with the necessary test equipment to maintain the AWOS weather sensors according to the manufacturer's FAA approved maintenance plan.
- 6.1.7 Spare Components: The Contractor shall provide the Owner with the manufacturer's minimum recommended spare components necessary to restore the AWOS to service following a malfunction.
- 6.1.8 Maintenance Agreement: The Vendor shall provide a one (1) year AWOS maintenance agreement that meets the requirements of FAA AC No. 150/5220-16 (latest revision) and begins on the date of FAA commissioning. The maintenance agreement shall include all required inspections and maintenance as defined by AC No. 150/5220-16 (latest revision) but will not include any repairs made under the one-year warranty for the installed system.

7. Additional Services

- 7.1. The Vendor will perform the following:
 - a. Conduct all required systems performance tests. System must be in total working condition before scheduling FAA site commissioning. If multiple FAA commissioning visits are necessary, Vendor shall reimburse other contractors, the FAA, and the owner for associated additional travel costs if requested.
 - b. Prepare the AWOS for the FAA ground check. Place and keep the AWOS in an operational test mode until it is certified by the FAA. If the FAA disapproves either the ground check or flight check, the Vendor shall correct the discrepancies and re-schedule the FAA ground or flight check.
 - c. Provide a qualified technician on site for any required FAA ground check, flight check, and site commissioning of the AWOS.
 - d. Post any certificates and notices required in AC 150/5220-16, (latest version).
 - e. Vendor to schedule a session after commissioning at the airport to provide complete system operation, maintenance, and repair training. Vendor will ensure that all airport representatives and operators as designated by the owner are notified of the training session and will personally conduct the training on site.

- f. Provide one complete set of AWOS system manuals to the owner.

8. Basis of Payment

8.1 Siting, Licensing, and Installation:

- a. Each system shall be installed in accordance with the Plans and General and Special Provisions. The unit price shall be full compensation for all labor, equipment, materials, peripherals, training, services, one-year warranty, one year of AWOS System Maintenance, and incidentals as necessary to place the system in operation to the satisfaction of the Owner/State and be ready for commissioning by the Federal Aviation Administration.
- b. The contractor is eligible to receive payment up to 95% of the contract amount pending final inspection and acceptance by Owner/State. Release of final payment does not release Vendor of obligation to have equipment certified and commissioned by FAA. Vendor shall correct, repair and/or replace any equipment necessary to have equipment commissioned by FAA. The vendor is not released from this contract until final commissioning of the system.
- c. Vendor shall make all necessary repairs, corrections, changes, and modifications to the AWOS system before acceptance by Owner/State. The airport owner should not be relied upon at any time to assist or make the necessary repairs, corrections, changes, or modifications.

WAGE RATES FOR CHEROKEE COUNTY

"General Decision Number: TX20240084 01/05/2024

Superseded General Decision Number: TX20230084

State: Texas

Construction Type: Heavy

Counties: Cass, Cherokee, Erath, Fannin, Franklin, Hood, Hopkins, Marion, Montague, Morris, Nacogdoches, Navarro, Palo Pinto, Panola, Rains, Red River, Somervell, Titus, Van Zandt, and Wood Counties in Texas.

HEAVY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
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If the contract was awarded on or between January 1, 2015, and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.
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The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number Publication Date
 0 01/05/2024

SUTX2009-129 04/21/2009

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	\$ 13.00 **	0.00
LABORER: Common or General	\$ 8.61 **	0.00
LABORER: Pipelayer	\$ 9.94 **	0.00
OPERATOR: Backhoe/Trackhoe	\$ 11.75 **	0.00
OPERATOR: Bulldozer	\$ 14.25 **	0.00
OPERATOR: Loader (Front End)	\$ 11.52 **	0.00
TRUCK DRIVER	\$ 10.80 **	0.26

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

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a

family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

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

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

Union Rate Identifiers

A four-letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted-average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

END OF GENERAL DECISION"

AWOS LOCATION

(See more detailed image of this picture on last page of this RFB)



SAMPLE AGREEMENT
BETWEEN
OWNER AND CONTRACTOR
Project No. 24AWJACKS

STATE OF TEXAS §
COUNTY OF CHEROKEE §

KNOW ALL MEN BY THESE PRESENTS

This Agreement is made by and between Cherokee County, hereinafter called "Owner," and _____ and contractor's executors, administrators, heirs, successors or assigns hereinafter called "Contractor."

The Owner desires to enter into a contract for airport improvement as is more fully described in the Contract Documents and Plans & Specifications in accordance with the provisions of the state statutes.

The Contractor has been engaged in and now does such work and represents that Contractor is fully equipped, competent, and capable of performing the desired and herein outlined work and is ready and willing to perform such work in accordance with the Contract Documents.

The Owner and the Contractor for and in consideration of the mutual covenants set forth, agree as follows:

WORK

The contractor shall furnish all the materials, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the work indicated in the Contract Documents.

The Project and general work are described as follows:

Install/Replace Automated Weather Observing System at the Cherokee County Airport.

HUB REQUIREMENT

HUB participation goal in Historically Underutilized Business Contract Provisions, as found in the General Construction Contract Provisions, is set at 0% for this contract.

CONTRACT TIME

The CONTRACTOR will commence the work required by the Contract Documents on the date indicated on the Notice to Proceed and will complete the work within 90 calendar days, excluding FAA review time, unless the period for completion is extended in accordance with the Contract Documents. If the Contractor does not complete the work within the specified time, the CONTRACTOR agrees to pay as liquidated damages the sum of \$200.00, for each calendar day thereafter until the work is completed in accordance with the Contract Documents.

CONTRACT PRICE

The CONTRACTOR agrees to perform all the work described in the Contract Documents not to exceed the sum of \$ _____ (WRITE AMOUNT IN WORDS), as described in the proposal as (**EXAMPLE**: base bid and alternates etc.)

CONTRACT DOCUMENTS

The term Contract Documents means and includes the following which are incorporated herein by reference as if fully reproduced:

- A. Proposal
- B. Agreement Between Owner and Contractor
- C. Performance Bond
- D. Payment Bond
- E. Technical Specifications
- F. Wage Rates
- G. Addenda (if any)
- H. General Construction Contract Provisions, Volume dated February 2013 (Available at TxDOT, Aviation Division, 6230 E. Stassney Lane, 2nd Floor, Austin, Texas 78744; Use latest version of referenced Advisory Circulars.)

PAYMENT

The OWNER will pay the CONTRACTOR in the manner and at such times and in such amounts as required by Aviation Construction General Provision, Section 90, and the contract documents.

The CONTRACTOR expressly warrants that no third person has been employed to solicit or obtain this contract in Contractor's behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement, or in compensation for services in connection therewith, any brokerage commission or percentage upon the amount receivable by Contractor hereunder, and that Contractor has not in estimating the contract price demanded, included any sum by reason of any such brokerage, commission or percentage; and that all monies payable to Contractor hereunder are free from all obligations of any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. Contractor further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract or for the deduction from any sums due or to become due thereunder an amount equal to any brokerage, commission or percentage so paid or agreed to be paid or both.

It is acknowledged and agreed by the parties hereto that this contract is the full and complete contract for the construction of the work called for and described herein.

The Contractor hereby certifies that all franchise taxes are paid and in good standing or that the Contractor is not subject to franchise taxes.

This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials this agreement in duplicate, each of which shall be deemed an original on the date first written above.

CONTRACTOR

Name: _____
Contractor (Print Name)

Title

Signature of Contractor

Date

Address:

Phone Number

Fax Number

Acceptance by the Owner:

By: _____

Date:

To: Vendors of Cherokee County, Texas

From: Steven Daughety, County Auditor

Re: ***Conflict of Interest Form (CIQ)***

Vendor:

Please find the link below to a Conflict-of-Interest Questionnaire. Complete this form if you have a conflict of interest with any Cherokee County Official, Employee, or Department. The questionnaire should reflect the name of the individual with whom the conflict of interest occurs. If you have any questions regarding compliance with Chapter 176 of the Texas Local Government Code, please consult your legal representative. Compliance is the responsibility of each individual, business, agent, or representative who is subject to the law's filing requirements.

<https://ethics.state.tx.us/data/forms/conflict/CIQ.pdf>

Original completed forms should be filed with the County Clerk's Office and a copy sent to the Cherokee County Auditor either through RFP return, fax, or email. Please see contact information below.

Cherokee County Clerk

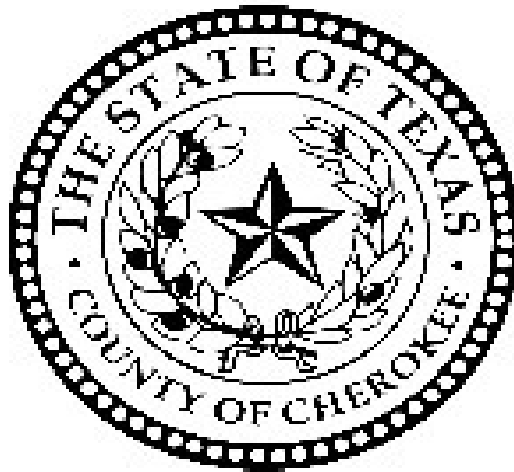
Cherokee County Courthouse
135 South Main Street
Rusk, Texas 75785
Phone: 903-683-2350

Cherokee County Auditor

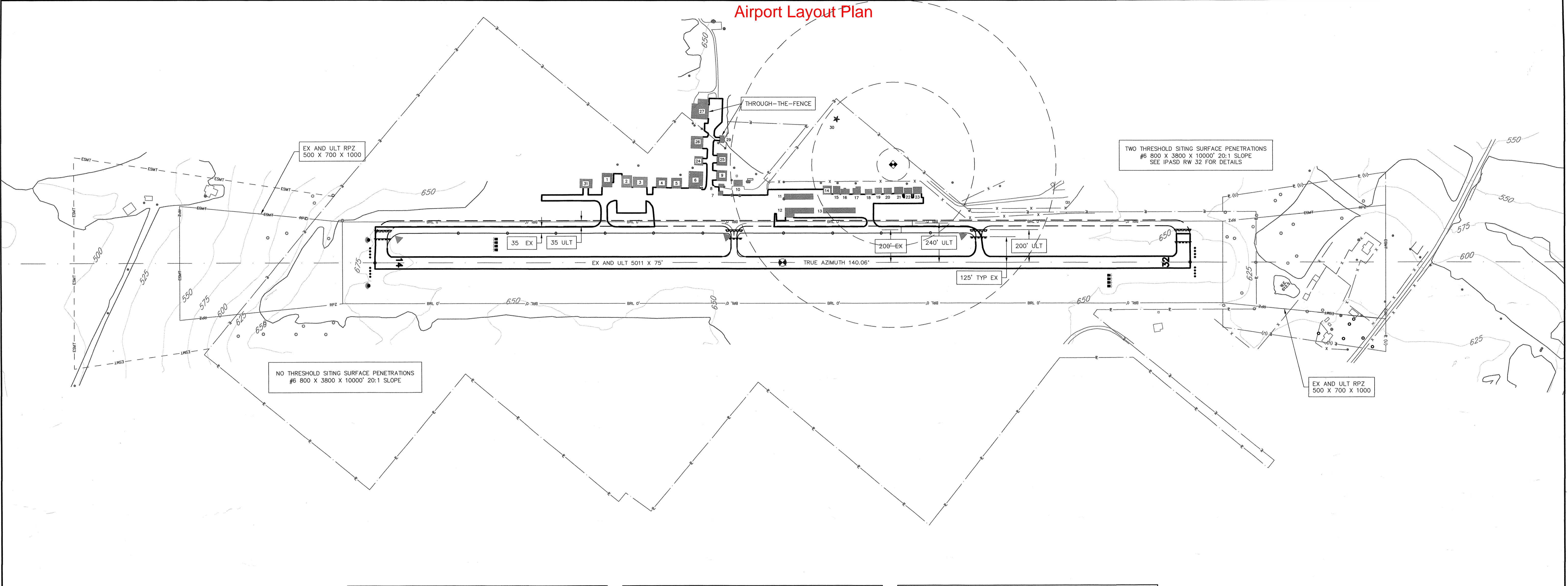
Email: coauditor@cocherokee.org
Phone: 903-683-2717
Fax: 903-683-2393

Applicable Law

Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of Cherokee County (County Clerk) no later than the 7TH business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Texas Local Government Code.



Airport Layout Plan



AIRPORT DATA TABLE		
	EXISTING	ULTIMATE
AIRPORT ELEVATION (MSL)	677'	677'
AIRPORT NAVIGATION AIDS	VOR/DME, GPS	GPS
MEAN MAX TEMP (Hottest Month °F)	94°F	94°F
AIRPORT REFERENCE CODE (ARC)	B-II	B-II
TAXIWAY MARKING	STD W/¼ REF	STD W/¼ REF
TAXIWAY LIGHTING	NONE	NONE
AIRPORT REFERENCE POINT COORDINATES	31°52'09.612" N 95°13'02.605" W	31°52'09.612" N 95°13'02.605" W
NOTES DATUM COORDINATE SYSTEMS - HORIZONTAL DATUM NAD_1983_StatePlane_Texas_Central_FIPS_4203_Feet, VERTICAL DATUM NAVD88.		

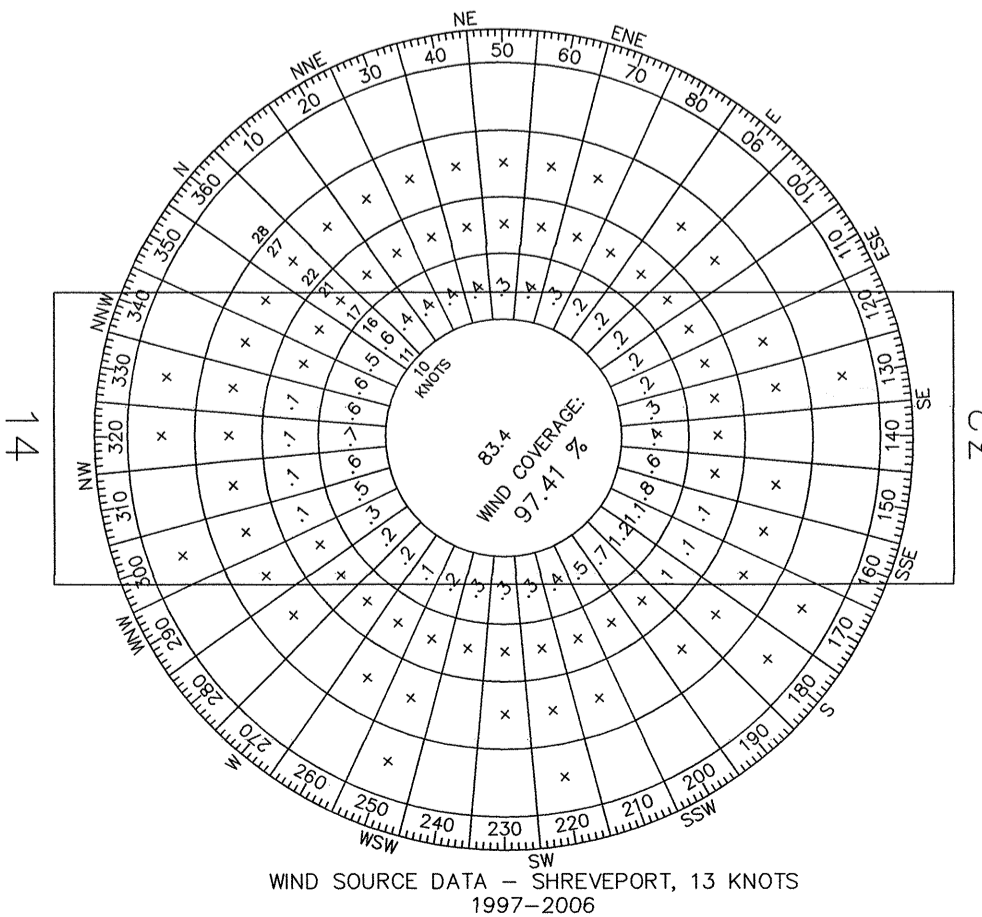
RUNWAY END COORDINATES AND ELEVATIONS			
RUNWAY END	LATITUDE	LONGITUDE	ELEVATION
EXISTING END OF RWY 14	31°52'28.581" N	95°13'21.291" W	676.9'
EXISTING END OF RWY 32	31°51'50.563" N	95°12'43.994" W	657.0'
COMMENTS			

OBSTACLE FREE ZONE PENETRATIONS		
SIG OBJ NO.	OBJECT DESCRIPTION	REMEDIATION
1	GROUND	REGRADE DURING NEXT RUNWAY PROJECT
2	TAXIWAY	RELOCATE TAXIWAY DURING FUTURE PROJECT
3	-	-

RUNWAY DATA TABLE				
	RW 14-32			
	EXISTING		ULTIMATE	
RUNWAY ARC	B-II		B-II	
DESIGN AIRCRAFT & ARC	LEAR 60		LEAR 60	
BALANCED FIELD LENGTH	3950'		3950'	
RUNWAY LENGTH & WIDTH (ft.)	5011' x 75'		5011' x 75'	
PAVEMENT DESIGN STRENGTH (lbs.)	30,000 SW		30,000 SW	
RUNWAY LIGHTING	MIRL		MIRL	
PERCENT EFFECTIVE GRADIENT	0.39%		0.39%	
PERCENT WIND COVERAGE	97.41%		97.41%	
MAXIMUM ELEVATION ABOVE MSL	677.0'		677.0'	
RW SURFACE TYPE	ASPH		ASPH	
RSA - LENGTH BEYOND RW END	300'		300'	
RSA - WIDTH	150'		150'	
OFA - LENGTH BEYOND RW END	300'		300'	
OFA WIDTH	500'		500'	
OFZ - LENGTH BEYOND RW END	200'		200'	
OFZ WIDTH	400'		400'	
RUNWAY END	14	32	14	32
APPROACH TYPE	GPS/VOR	VISUAL	GPS LPV	GPS LPV
APPROACH VISIBILITY MINIMA	1 MILE	VISUAL	1 MILE	1 MILE
THRESHOLD SITING SURFACE & SLOPE	#6 20:1	#6 20:1	#6 20:1	#6 20:1
RUNWAY MARKING	NPI	NPI	NPI	NPI
RUNWAY VISUAL AIDS	NONE	NONE	PAPI	PAPI
TOUCHDOWN ZONE ELEVATION	677.0'	664.8'	677.0'	664.8'
FAR PART 77 APPROACH CATEGORY	C	B(V)	C	C
FAR PART 77 APPROACH SURFACE SLOPE	34:1	20:1	34:1	34:1
TAKE-OFF RUN AVAILABLE (TORA)	5011'	5011'	5011'	5011'
TAKE-OFF DISTANCE AVAILABLE (TODA)	5011'	5011'	5011'	5011'
ACCELERATE STOP DISTANCE AVAIL. (ASDA)	5011'	5011'	5011'	5011'
LANDING DISTANCE AVAILABLE (LDA)	5011'	5011'	5011'	5011'

MAGNETIC DECLINATION 3° 13' E
CHANGING BY 0° 7' W/YEAR

ALD LEGEND		
FEATURE	EXISTING	ULTIMATE
RUNWAY/TAXIWAY OUTLINE	—	—
RUNWAY/TAXIWAY TO BE REMOVED	—	---
BUILDINGS/FACILITIES	■	■
AIRPORT PROPERTY LINE	—	—
AIRPORT PROPERTY LINE w/FENCE	—	—
FENCE LINE	—	—
BUILDING RESTRICTION LINE (BRL)	—	—
AIRPORT REFERENCE POINT	⊙	⊙
WIND CONE & SEGMENTED CIRCLE	⊙	⊙
THRESHOLD LIGHTS	•••••	•••••
RW END IDENTIFIER LIGHTS (REILS)	•	•
C&G BEACON	★	★
VCSI	■	■
HOLD POSITION AND SIGN	■	■
ASOS/AWOS	■	■
SURVEY MARKERS	▽	▽
GROUND CONTOURS	~	~
SIGNIFICANT OBJECT LOCATION	○	○
TREES/BRUSH	☁	☁
NONDIRECTIONAL BEACON (NDB)	⊙	⊙





TEXAS DEPARTMENT OF TRANSPORTATION AVIATION DIVISION ALP APPROVED ACCORDING TO FAA AC 150/5300-13 CHANGE 16 PLUS THE REQUIREMENTS OF A FAVORABLE ENVIRONMENTAL FINDING AND FAA NRA STUDY PRIOR TO THE START OF ANY LAND ACQUISITION OR CONSTRUCTION ON AIRPORT PROPERTY. COPYRIGHT 2011 TXDOT AVIATION DIVISION, ALL RIGHTS RESERVED. DAVID FULTON, DIRECTOR, AVIATION DIVISION DATE: 6/20/14		AIRPORT SPONSOR CURRENT AND FUTURE DEVELOPMENT DEPICTED ON THIS ALP IS APPROVED AND SUPPORTED BY AIRPORT SPONSOR. SPONSOR ACKNOWLEDGES APPROVAL OF ALP BY TXDOT DOES NOT CONSTITUTE A COMMITMENT TO FUNDING. SIGNATURE: <i>Chris Davis</i> DATE: 6-6-2011 TITLE: AIRPORT SPONSOR'S REPRESENTATIVE	
PREPARED BY: TXDOT AVIATION DIV		KS DESIGNED BY: _____ JAN 2011 DATE MC DRAIN BY: _____ JAN 2011 DATE	
AIRPORT LAYOUT DRAWING CHEROKEE COUNTY AIRPORT JACKSONVILLE, TEXAS (JSO)			
SHEET 1 OF 3			

JSO

For Planning Purposes Only

AWOS Location

Legend

-  AWOS Location
-  Feature 1

Google Earth

1000 ft

