

PANHANDLE REGIONAL PLANNING COMMISSION

INVITATION FOR BIDS (IFB) ON:

FY21 PANCOM RADIO COMMUNICATIONS TOWER PROJECT

FOR THE CONSTRUCTION OF TWO NEW 350-FOOT,
GUY-WIRED RADIO TOWERS; AND THE DISMANTLEMENT OF
AN EXISTING 300-FOOT GUY WIRED RADIO TOWER

ISSUED: MARCH 24, 2021

BIDS DUE: MAY 14, 2021

Panhandle Regional Planning Commission

NOTICE TO BIDDERS

Sealed bids will be received in the offices of the Panhandle Regional Planning Commission (PRPC), located at 415 West Eighth Avenue, Amarillo, Texas, until 3:00 p.m. (CDT), Friday, May 14, 2021, at which time; the bids will be publicly opened and read on the following item:

1. The furnishing and installation of two (2) new 350-foot guy-wired public safety communications tower and the dismantlement of an existing 300-foot tower.

Full information and bid proposal packages may be obtained from the PRPC's Regional Emergency Communications Program Manager by phoning (806) 372-3381 or by email to: sbrown@theprpc.org. A copy of the bid packet can also be found on the PRPC's website at: www.theprpc.org. All bids must be submitted on the forms provided in the bid proposal package. The PRPC reserves the right to accept or reject any or all bids and to waive any formalities and irregularities in the bid process.

Runs: 03/24/21 & 03/31/21

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Background:

The PRPC operates a public safety radio system that serves the 26-county region of the Texas Panhandle. The system is familiarly called “PANCOM”. With this IFB, the PRPC intends to build two (2) new PANCOM towers to enhance public safety radio communications in Wheeler County and in Collingsworth County. The PRPC also intends to dismantle a 300-foot tower (ASR # 1061477) which currently stands on the Collingsworth County tower site. The two (2) towers will be installed at the locations described below.

COLLINGSWORTH COUNTY SITE	Latitude / Longitude: 34-50-12.0N / 100-14-19.0W
Tower will be installed at the City of Wellington landfill which is west of the City and approximately .8 miles south of the intersection of FM338 & Co. Rd. 170. A 300-foot guy-wired tower (ASR# 1061477) currently stands in the area where this new tower will be built. As part of their response, Bidder is asked to provide a bid for dismantling this tower and stockpiling the sections on-site.	

WHEELER COUNTY SITE	Latitude / Longitude: 35-13-22.30N / 100-13-12.50W
Tower will be installed east of the City of Shamrock; approximately .25 miles south of the intersection of E 12 th St. & Co. Rd. 18. The tower site lies on the east side of Co. Rd. 18.	

1. Project Description:

The PRPC is developing two (2) new public safety radio tower sites; one in Collingsworth County and the other in Wheeler County. In both instances, the PRPC will be relocating off nearby existing towers in order to increase the height of its PANCOM equipment and improve public safety communications in the area served by the tower. There will be variations in the work to be done at each site; so, the project description is separately summarized as follows:

Collingsworth County – Contractor will dismantle an existing 300-foot tower and stack/stockpile the tower sections on site. The Contractor will install a new 350-foot guy-wired tower. The Contractor will build a 10’X12’ shelter pad, a 2’X3’ generator pad. The PRPC will separately purchase a communications shelter for this site. The Contractor will use his equipment to unload the shelter when it is delivered to the site and set it atop the shelter pad.

Wheeler County - The Contractor will install a new 350-foot guy-wired tower. The Contractor will build a 10’X12’ shelter pad, a 2’X3’ generator pad, erect a 50’X50’X6’ chain link fenced enclosure around the base of the tower and install a weed protection barrier, overlaid with a layer of gravel in the interior of the fenced enclosure. The guy wire anchors will also be fence-enclosed.

The PRPC will separately purchase a communications shelter for this site. The Contractor will use his equipment to unload the shelter when it is delivered to the site and set it atop the shelter pad.

2. Bidders Qualifications:

- a) The make/model of the tower quoted by Bidder must be from a reputable manufacturer whose tower products are well-recognized in the tower industry for their reliability and durability.
- b) Bidder must be trained and certified by the tower manufacturer, as may be required, in the proper installation of the make/model tower product included in the bid.
- c) Bidder must demonstrate previous experience with the installation of the tower product included in the bid by providing a minimum of three (3) references for which the same or similar product has been provided.
- d) Bidder's employees must be properly trained and hold required certifications, as may be needed, for any work governed by Public Law 91–596, 29 U.S.C. 651 *et seq*, the Occupational Safety and Health Administration and will provide a statement to that affect as part of the bid.

3. General Information:

- a) The PRPC is interested in working with a contractor that has a demonstrated experience in radio communications tower development in the Texas Panhandle.
- b) The PRPC is also interested in working with a contractor that can guarantee pricing up to sixty (60) days.
- c) Our goal is to have both towers installed by September 31, 2021.
- d) An evaluation will be made to determine which bid is the most advantageous and/or most beneficial for the PRPC. The assessment will be based on all factors that have a bearing on price, on the quality of the tower products bid and on the past performance of the Bidder. Compliance with all bid requirements will also be a consideration in the evaluation process. The PRPC will award the contract to the lowest responsible, responsive bidder.
- e) The PRPC reserves the right to contact any bidder, at any time, to clarify, verify or request information with regard to any bid.

4. Bid Submission Instructions:

- a) The items listed below will be submitted with each bid. Failure to include all listed items may result in the disqualification/rejection of the bid.
 - i. Cover Letter: Include a brief cover letter indicating your firm's understanding of the requirements of this project. The letter should provide a statement regarding the firm's interest in and ability to perform the project's Scope of Work. A person authorized by the organization to enter into an agreement with the PRPC should sign the letter.
 - ii. Acceptance of Conditions: Use the attached **Form A** to indicate any exceptions to the terms and conditions of this IFB, including the Scope of Services.
 - iii. Company Information: Use the attached **Form B** to provide the Bidder's background.

- iv. **Key Personnel:** Use the attached **Form C** to indicate the key personnel that will be assigned to oversee this project, along with their qualifications. If the Bidder intends to use subcontractors, identify which Scope of Work elements the subcontractor(s) will perform, along with their qualifications to do so.

Use this same form to provide a statement with regard to the experience and safety training of the Bidder's employees.
 - v. **References:** Use the attached **Form D** to provide at least three (3) references from similar projects on which the Bidder provided radio communications tower development services as the General Contractor.
 - vi. **Product Specifications:** Provide a spec sheet of the tower products proposed for use on this project that summarizes the performance and other technical characteristics of the product(s). Include a diagram to illustrate the product configuration. Provide a description of the manufacturer and installer warranties.
 - vii. **Project Coordination:** Understanding that the PRPC will be separately performing portions of the site(s) development; use **Form E** to outline a proposed management plan for the work; coordinating the Bidder's work with that of the PRPC's.
 - viii. **Bid Amount:** Use **Form F** to provide pricing for the project, including material costs, labor, delivery, installation of new tower equipment and removal of existing tower equipment and all other associated project costs.
- b) The PRPC is exempt from the payment of State sales tax. Do not include sales tax on the bid. A Tax-Exempt Certification form will be provided upon request.
 - c) Contractor must not be debarred by the State or Federal government. Bidders will have to provide their DUNS (Dun & Bradstreet) identifier and if available, their SAMS (System for Award Management) number as part of their response so that the Contractor's debarment status can be verified by the PRPC.
 - d) The Contractor must provide insurance coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, §401.011 (44) for all employees of the Contractor providing services on the project, for the duration of the project.
 - e) Completed bids are due to the PRPC by no later than **3:00 PM (CDT) on Friday, May 14, 2021**. Bids received after that time/date will not be considered.
 - f) Submit the original and two (2) complete copies of the bid.
 - g) Bids must be clearly marked "**FY21 PANCOM Communications Towers Bid**" on the outside of the envelope. Faxed bids will not be considered.

- h) Bids may be mailed, delivered by common carrier or hand-delivered to the PRPC as follows:

Delivered by Mail:

PRPC
Attn: Shane Brown
PO Box 9257
Amarillo, TX 79105

Delivered by hand or by common carrier:

PRPC
Attn: Shane Brown
415 West Eighth Avenue
Amarillo, TX 79101

- i) Bids may not be withdrawn within sixty (60) days after bid opening without consent of the PRPC.
- j) The PRPC is not liable for any cost incurred by a Bidder in responding to this IFB.
- k) Any questions concerning this IFB must be submitted in writing (by mail or email) at least seven (7) days prior to the bid closure date. Bidders are expected to raise any questions, exceptions, or additions they have regarding the IFB document within that timeframe.
- l) If a Bidder discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this IFB, the Bidder should immediately notify the person named below of such error and request modification or clarification of the IFB document.

Shane Brown
PRPC Regional Emergency Communications & Preparedness Program Manager
PO Box 9257
Amarillo, TX 79105
Phone: (806) 372-3381
Email: sbrown@theprpc.org

- m) In the event it becomes necessary to provide additional clarifying data or information, or to revise any part of this IFB, supplements or revisions will be posted on the PRPC's web-site at: www.theprpc.org.

5. Bid Opening and Award:

- a) Bids will be opened and read aloud at 3:00 PM (CDT) on May 14, 2021, in the PRPC Board Room located at 415 West Eighth Avenue, Amarillo, TX 79101.
- b) PRPC reserves the right to reject any, part of or all bids and to waive any informalities in the bid process; without the imposition of any form of liability.
- c) Bids will be evaluated by the PRPC's Regional Service Director and Regional Emergency Communications & Preparedness Program Manager to verify they meet the requirements of this IFB. An award recommendation will then be developed for presentation to the PRPC's Board of Directors for consideration of acceptance. As currently planned, this recommendation will be brought before the PRPC Board, during a meeting open to the public on May 27, 2021 (potentially may be a virtual meeting but it will still accessible by the public).
- d) Bidders who respond to this IFB with a qualified bid will be notified in writing via email of the PRPC's intent to award the contract.

Copies of the qualified bids will be available for public inspection under PRPC staff supervision between the hours of 8:30 a.m. to 4:30 p.m.; M-F, on the 2nd floor of the PRPC's offices.

- e) Any notice of intent to protest the award recommendation must be made in writing to the PRPC's Executive Director no later than three (3) working days after the notice of intent to award have been issued.
- f) Any written notice of intent to protest the award recommendation must be addressed to:
Kyle Ingham
PRPC Executive Director
PO Box 9257
Amarillo, TX 79105
Email: kingham@theprpc.org
- g) Any such protest should identify the specific statute, applicable to the State's Councils of Government, alleged to have been violated.
- h) The PRPC reserves the right to award this bid on the basis of lowest and best bid in accordance with the laws of the State of Texas.

6. Post Award and Contract Execution:

- a) Prior to contract execution, the Contractor must provide separate performance and payment bonds, each in an amount equal to the contract price and executed by both Contractor and a Surety Company authorized to do surety business in the State of Texas.
- b) Prior to contract execution, the Contractor must provide a certificate of insurance coverage to the PRPC in accordance with Section 4 e) below.
- c) Prior to contract execution, the Contractor's subcontractors must likewise supply the PRPC with a certificate of insurance coverage to the PRPC in accordance with Section 4 e) below.
- d) By signing the contract, the Contractor is representing to the PRPC that all employees of the Contractor and the Contractor's subcontractor who will provide services on the project will be covered by workers' compensation for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Texas Workers' Compensation Commission's Division of Self-Insurance Regulation.
- e) Without limiting Contractor's indemnification, it is agreed that the successful Contractor will purchase at their own expense and maintain in force at all times during the performance of services under this agreement the following insurance. Where specific limits are shown, it is understood that they are the minimum acceptable limits. Certificates of Insurance must be furnished to the PRPC naming the PRPC as additional insured. These certificates must provide a ten (10) calendar day notice to the PRPC in the event of cancellation, non-renewal or a material change in the policy.

- i. Commercial General Liability Insurance: Providing coverage of not less than \$1,000,000 combined single limit per occurrence and annual aggregates where generally applicable and must include premises-operations, independent contractors, products/completed operations, broad form property damage, blanket contractual and personal injury endorsements.
- ii. Automobile Liability Coverage: Providing coverage on all owned, hired and non-owned vehicles with limits not less than \$100,000 per person, \$300,000 per occurrence and \$100,000 property damage.
- f) Indemnity: The Contractor will indemnify and hold harmless the PRPC, its officers, agents and employees, from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person, or for damage to any property, or for breach of contract, arising out of his/her negligence or in connection with the work performed by the Contractor and his/her employees under the contract.
- g) A provision must be included in the contract of any subcontractor(s) engaged by the Contractor on the project obliging the subcontractor(s) to afford the PRPC the same assurances as described in Part f) above.
- h) Cancellation of Contract: The PRPC may cancel this contract for cause or convenience. In the event a default by the Contractor, the PRPC may cancel or suspend the contract and the Contractor will be entitled to recover funds for all services provided or materials delivered prior to the cancellation date (or unused materials may be returned) or will repay any funds advanced for services not yet rendered.

7. **Scope of Work:**

The basic Scope of Work involves the furnishing and installation of two (2) new 350-foot guyed wire radio communication towers; one in Collingsworth County and the other in Wheeler County. The work also includes the dismantlement of an existing 300-foot tower on the Collingsworth County site.

Locations: The Collingsworth County site is located at the City of Wellington landfill; around 1 mile to southwest of the City. The Wheeler County site lies approximately 1 mile east of the City of Shamrock. Site maps are attached.

7.1. **Contractor's Responsibilities:**

- a) Contractor will be responsible for familiarizing himself/herself with the project site prior to the submission of his/her bid. The PRPC will not be responsible for the Contractor's lack of knowledge of on-site conditions that existed at the time their bid was submitted and no contract adjustment will be made as a result.
- b) Contractor will be responsible for the final project lay-out. However, as part of the project's geotechnical soil analysis, the PRPC will preliminarily identify the potential locations of the tower base(s) and guy-wire anchors.

- c) Contractor will be responsible for site preparation.
- d) Contractor will furnish and install two 350-foot guyed wire radio communications towers, one at each site, in accordance with the specifications given below.
- e) Contractor will furnish and install each tower's lighting system per FAA Advisory circular 70/7460-1 M, Obstruction Marking and Lighting, a med-dual system, Chapters 4, 8(M-Dual), & 15.
- f) At each site, Contractor will orient and construct a 12'X10'X6" reinforced slab with a 2'X3'X6" abutment at the base of the tower to hold the communications shed and generator that will be installed by the PRPC.
- g) At the Wheeler site only, Contractor will install a 50'X50'X6' chain link fenced enclosure around the base of the tower in accordance with the specifications given below. A weed protection barrier, overlaid with a layer of gravel, will be applied to the interior of the fenced enclosure.
- h) At the Wheeler site only, Contractor will install a 20' X 10' X 6' chain link fenced enclosure around each of the three guy-wire anchors in accordance with the specifications given below.
- i) A weed protection barrier, overlaid with a layer of gravel, will be applied to the interior of the fenced enclosures.
- j) Contractor will be responsible for scheduling and coordinating his/her scope of work activities with those to be carried out by the PRPC.

7.2. PRPC's Responsibilities:

- a) PRPC will be responsible for designating a Project Manager who will be on-site during the tower construction phase and serve as a liaison between the Contractor and the CRMC.
- b) PRPC will be responsible for engaging a licensed, qualified engineer to provide the site's Geotechnical Subsoil Testing Services and generate the site's soils analysis report.
- c) PRPC will be responsible for registering the new tower with the FAA.
- d) PRPC will be responsible for issuing a Notice to Proceed on the construction of the tower.
- e) PRPC will be responsible for running electrical utilities to the tower site.
- f) PRPC will be responsible for furnishing the communications shed which will be installed atop the concrete slab constructed by the Contractor, at the base of the tower and inside the area to be enclosed with fencing.
- g) PRPC will be responsible for furnishing and installing a standby generator/propane tank next to the communications shed and inside the area to be enclosed with fencing.

- h) PRPC will be responsible for issuing a final acceptance of the new tower.
- i) PRPC will be responsible for scheduling and coordinating its scope of work activities with those to be carried out by the Contractor.

8. Technical Specifications:

8.1 Radio Communications Tower:

- a) The Contractor will be responsible for the engineering design and construction of the communication tower and foundation in compliance with the following specifications and applicable code requirements.
- b) The towers will be a Rohn, Nudd, or Sabre design and construction. Approved equals will be considered but must meet the design, steel quality, fabrication, and galvanization standards of the aforementioned companies.
- c) The towers will be designed and installed in accordance with the (meeting or exceeding) the requirements of the latest version of TIA-222-G structural standards.
- d) The towers will have a total height of 350 feet (excluding the lightning rod with extension).
- e) The towers' Design Wind Loading will be a minimum of 90 miles per hour with a 3 second gust (no ice) and a 30 mile per hour wind load with 0.75" radial ice. Structure class II, exposure C criteria and topographical category 1 per ANSI/TIA-222-G.
- f) Loads of the coaxial cable will be included in the design of the towers, guy wires and foundation systems. At a minimum, towers will be designed for the following loading:
 - Two (2) two-foot microwave dishes mounted to a 10' pipe, leg mounted at 100'
 - One (1) Integrated flat panel dish leg mount at 120'
 - Two (2) two-foot microwave dishes mounted to a 10' pipe, leg mounted at 200'
 - Three (3) DB224 antennas at 270' level all on 3' side-arms each
 - One (1) DB228 antenna Centered at 310' level
 - Three (3) DB224 antenna at 350' all on 3' side-arms each

* - **Note:**

All antennas will be run with 7/8" coaxial cable

All Microwave equipment will be run with ruggedized outdoor Cat5 cable

- e) The towers' design will include a 25% increased load of all structural members at all levels over the required customer loading specifications. The design will hold all antennas on path within the critical tower twist, sway, and displacement limits (including the 25% over build) of EIA/TIA-222-Revision G or latest revision.

- f) Both towers will be constructed of round leg members and continuous solid steel rod bracing construction. Sections and components will be hot dipped galvanized.
- g) Both towers will have all required connections, base plates, anchors, guy wires, hardware, turnbuckles necessary to meet the required loading on the tower. Contractor will be responsible to determine length of guy wires based on the topographical map and if required visit the site to determine the required materials.
- h) Both towers will be equipped with a minimum of two (2) waveguide ladders, extending from the tower base to the ultimate height of the tower, with horizontal braces spaced no more than three feet (3') apart.
- i) Both towers will be equipped with a waveguide bridge of adequate length to reach the PRPC-furnished communications shelter (approx. 10-feet in length). The bridge:
 - i. Will be of Grip Strut® construction and utilize four 4-inch support poles
 - ii. Will utilize two (2) levels of trapeze type hangers to support a minimum of fifteen (15) coax/waveguide each
 - iii. Materials will meet ASTM-123galvanized specifications
 - iv. Grip Strut® will be 24-in wide by 2.5-in 12-gauge steel
 - v. Each support post will be grounded and made part of the halo ground systemAll bonding to the support poles and ground rods and any integrated splices will be by exothermic bonding only.
- j) Both towers will have a 10-foot adjustable lighting rod installed. External grounding of the tower and guy wires will meet the national and local requirements and codes for communication towers. In addition, the grounding of the tower and guy wires will use the Motorola R-56 Standards and Guidelines for Communication Sites as a guide for required grounding of the tower and guy wires.
- k) A cable type safety climb system with one trolley will be provided and installed on each tower. All necessary horizontal or other materials for the climbing structure. The design strength of the towers will include the working load of servicing the tower through climbing and utilizing the climb system.

8.2 Radio Communications Tower Foundations and Anchors:

- a) Contractor will provide the PRPC with engineered drawings, stamped and certified by a Registered Professional Engineer, of the design of the tower foundation and guy wire anchors based on the soils report provided by the PRPC.
- b) Contractor will be responsible for the construction of all base and guy wire foundations. Concrete and rebar requirements for the foundations and anchors will comply with the Contractor provided certified engineering design.
- c) Contractor will be responsible for making the concrete cylinders and providing the compressive strength results for the foundation and anchors to determine compliance with the specifications. Contractor will obtain sufficient cylinders to provide this data.

8.3 Radio Communications Tower Communications Shed/Generator Pad:

- a) Contractor will construct a 12'X10'X6" reinforced concrete pad with a 2'X3'X6" attachment at the base of the tower at the Wheeler County site. The slab will hold the communications shed and generator that will be installed by the PRPC once the concrete has fully cured. The pad will be oriented such that once the shed/generator have been installed, connecting elements of the tower, will as appropriate, mesh seamlessly with the shed/generator.
- b) The pad will be constructed/reinforced appropriate to the soil conditions where the pad will be built.

8.4 Radio Communications Tower Site Grounding:

- a) All grounding will meet current Motorola R-56 Standards (latest revision).
- b) Once installed, the tower will be grounded to a halo ground ring. Ground wire attachment will be via a steel tab welded and made a part of the tower.
- c) All bonding to the tower tab and ground rods and any integrated splices will be by exothermic bonding only. No bonding directly to the tower is permitted.
- d) A halo ground will also be installed around the communications shelter foundation and generator foundation and bonded to the tower halo. Only tinned copper ground wires per Motorola R-56 will be provided for final connection to the shelter buss bar and generator grounding point. All chain link fence corner posts and gate posts will be bonded to the halo ground.
- e) A grounding buss bar will be provided at the point on the tower where the coax transitions to attach to the waveguide-bridge.

8.5 Radio Communications Tower Lighting:

- a) Contractor will furnish and install an LED medium intensity light system with dual beacon, side markers and required attachments in lieu of painting the tower. The system will meet all applicable FAA standards and requirements.

8.6 Radio Communications Tower Security Fencing:

- a) Contractor will furnish and install a security fence around the tower base (tower compound). Fence will include a 12-foot wide double swing gate. The tower compound including gate will be 50' X 50'. The top rail will be not less than 6 feet above grade with three (3) strands of barbed wire above the top elevation.
- b) Contractor will furnish and install 20' X 10' X 6' fencing around each of the three (3) guy wire anchors.
- c) All material and workmanship will be in accordance with the ASTM requirements for industrial fence systems, and include:
 - i. Metallic coated carbon steel barbed wire

- ii. Galvanized before weaving steel fence fabric
 - iii. Metal-coated steel wire for chain-link fence fabric and tension wire
 - iv. Ready mixed concrete (3K-psi)
 - v. Installation of chain link fence
 - vi. Fence fittings Industrial swing gates
 - vii. Strength and protective coatings on metal industrial chain-link framework, pipe, pipe caps
 - viii. Steel and hot-dipped (2. oz) galvanized weld for fence structures
 - ix. All pipes will be Sch-40
 - x. The four corner posts and two gate posts will be bonded to the halo ground
- d) Other minimum requirements include:
- i. Fence mesh wire not lighter than 9 gauge
 - ii. Mesh size 2 inches, top rail not smaller than 1-5/8-inches
 - iii. Line post not smaller than 2.5 inches
 - iv. Terminal post not less than 3-3/4-inches
 - v. Gate framework will be not less than 3-3/4-inches O.D Sch-40 galvanized pipe top. The bottom will be not less than 2.5 inches O.D. (Sch-40). Horizontal up rights will be not less than 2.25-inches O.D. Diagonal members will be galvanized tubing not less than 2 inches. Gate fabric and barbed wire will be the same as the fence.

8.7 Radio Communications Tower Site Cleanup:

- a) Contractor is responsible for the complete cleanup of the site, including excess soils removal, grading, and reseeding of the sites. Soil must be free of debris and capable of grass seed germination.

Site Location Images

Project Site Maps:

Wheeler County



The PRPC recently purchased a 6-acre tract approximately 1 mile east of the City of Shamrock, Texas; and approximately .25 miles south of the intersection of E. 12th Street and County Road 18. Survey staking marks the boundary of the site. PRPC has marked off the proposed spots for the tower anchor and guy wire anchors as general guide for the geotechnician who will be coring samples for soil analysis. However, it will be the responsibility of the Contractor to determine the final lay-out of the tower site.

Collingsworth County



The City of Wellington is allowing the PRPC to install this tower at its landfill which is west of the City and approximately .8 miles south of the intersection of FM338 & Co. Rd. 170. The tower will be built in the general vicinity of where a 300-foot tower currently stands. That tower will be dismantled as part of this project before the new 350-foot tower is erected. PRPC has marked off the proposed spots for the tower anchor and guy wire anchors as general guide for the geotechnician who will be coring samples for soil analysis. However, it will be the responsibility of the Contractor to determine the final lay-out of the tower site.

Project Soil Maps:

PRPC is concurrently in the process of engaging a professional engineer to provide the site soil testing/ reporting services. The images below provide a preliminary indication of the soil types and terrain present at each site. However, Bidders are still encouraged to familiarize themselves with the conditions at the site prior to the development of their bid.

Wheeler County



Map Unit Symbol	Map unit name	Corrosion of Concrete Rating ¹	Corrosion of Steel Rating ²	Rein. Concrete Slab Rating ³
CaB	Carey silt loam, 1 to 3 percent slopes	Low	Low	Somewhat limited <i>Slope (0.06)</i>
LuC	Lutie silt loam, 3 to 5 percent slopes	Low	Moderate	Not limited
OuD	Obaro-Quinlan association, 5 to 12 percent slopes	Low	Moderate	Not limited

Collingsworth County



Map Unit Symbol	Map unit name	Corrosion of Concrete Rating ¹	Corrosion of Steel Rating ²	Rein. Concrete Slab Rating ³
Qw	Quinlan-Woodward loams	Low	Low	Somewhat limited <i>Slope (0.22)</i>
WoB	Woodward loam, 1 to 3 percent slopes, warm	Low	Low	Not limited

¹ "Risk of corrosion" pertains to potential soil-induced electrochemical or chemical action that corrodes or weakens concrete. The rate of corrosion of concrete is based mainly on the sulfate and sodium content, texture, moisture content, and acidity of the soil. Special site examination and design may be needed if the combination of factors results in a severe hazard of corrosion. The concrete in installations that intersect soil boundaries or soil layers is more susceptible to corrosion than the concrete in installations that are entirely within one kind of soil or within one soil layer. The risk of corrosion is expressed as "low," "moderate," or "high."

² "Risk of corrosion" pertains to potential soil-induced electrochemical or chemical action that corrodes or weakens uncoated steel.

The rate of corrosion of uncoated steel is related to such factors as soil moisture, particle-size distribution, acidity, and electrical conductivity of the soil. Special site examination and design may be needed if the combination of factors results in a severe hazard of corrosion. The steel in installations that intersect soil boundaries or soil layers is more susceptible to corrosion than the steel in installations that are entirely within one kind of soil or within one soil layer. The risk of corrosion is expressed as "low," "moderate," or "high."

- ³ Reinforced concrete slabs are 4 to 8 inches thick and built on undisturbed soil graded to a depth of 1 to 2 feet.

Ratings for reinforced concrete slabs are based on the soil properties that affect the capacity of the soil to support a load without movement and on the properties that affect excavation and construction costs. The properties that affect the load-supporting capacity include depth to a water table, ponding, flooding, subsidence, linear extensibility (shrink-swell potential), and compressibility. Compressibility is inferred from the Unified classification of the soil. The properties that affect the ease and amount of excavation include depth to a water table, ponding, flooding, slope, depth to bedrock or a cemented pan, hardness of bedrock or a cemented pan, and the amount and size of rock fragments.

The ratings are both verbal and numerical. Rating class terms indicate the extent to which the soils are limited by all of the soil features that affect the specified use. "Not limited" indicates that the soil has features that are very favorable for the specified use. Good performance and very low maintenance can be expected. "Somewhat limited" indicates that the soil has features that are moderately favorable for the specified use. The limitations can be overcome or minimized by special planning, design, or installation. Fair performance and moderate maintenance can be expected. "Very limited" indicates that the soil has one or more features that are unfavorable for the specified use. The limitations generally cannot be overcome without major soil reclamation, special design, or expensive installation procedures. Poor performance and high maintenance can be expected.

Numerical ratings indicate the severity of individual limitations. The ratings are shown as decimal fractions ranging from 0.01 to 1.00. They indicate gradations between the point at which a soil feature has the greatest negative impact on the use (1.00) and the point at which the soil feature is not a limitation (0.00).

The components listed for each map unit in the accompanying Summary by Map Unit table in Web Soil Survey or the Aggregation Report in Soil Data Viewer are determined by the aggregation method chosen. An aggregated rating class is shown for each map unit. The components listed for each map unit are only those that have the same rating class as the one shown for the map unit. The percent composition of each component in a particular map unit is given to help the user better understand the extent to which the rating applies to the map unit.

Other components with different ratings may occur in each map unit. The ratings for all components, regardless the aggregated rating of the map unit, can be viewed by generating the equivalent report from the Soil Reports tab in Web Soil Survey or from the Soil Data Mart site. Onsite investigation may be needed to validate these interpretations and to confirm the identity of the soil on a given site.

* - *For more on Suitability's and Limitations for Use of the soils underlying the proposed tower sites, go to: <https://websoilsurvey.nrcs.usda.gov/app/WebSoilSurvey.aspx>*

Bid Forms

A complete bid will consist of:

- A cover letter described in Section 4 a) i.;
- Completed copies of Form A – Form F;
- Completed copies of non-collusion affidavit forms
(forms must be submitted, as appropriate, with the bid proposal);
- A copy of the spec sheet(s) described in Section 4 a) vi.; and
- Any other information the Bidder believes to be pertinent to the bid

FORM A: Acceptance of the IFB Terms and Conditions:

Complete and sign option 1 or 2 below as appropriate to indicate your willingness to accept the Terms and Conditions of this IFB. If you select option 2, please be very specific with any exceptions you might take to the project's Scope of Work or the project's Terms and Conditions.

1. Full Acceptance of Terms and Conditions

I _____, authorized representative of _____ (Bidder's Name), state that _____ (Bidder's Name) has read, understood and accepted the Terms and Conditions of the PRPC's FY21 PANCOM RADIO COMMUNICATIONS TOWER PROJECT Invitation for Bids for the furnishing and installation of two (2) new 350' guy wired radio communications towers and dismantlement of an existing 300-foot guy-wired tower.

Printed Name: _____

Signature: _____

OR

2. Conditional Acceptance of Terms Conditions

I _____, authorized representative of _____ (Bidder's Name), state that _____ (Bidder's Name) has read, understood and accepted the Contractual Terms and Conditions of the PRPC's FY21 PANCOM RADIO COMMUNICATIONS TOWERS PROJECT Invitation for Bids for the furnishing and installation of two (2) new 350' guy wired radio communications towers and the dismantlement of an existing 300-foot guy-wired tower. The services contained in this bid vary from the project specifications as follows (provide additional pages as needed):

Printed Name: _____

Signature: _____

FORM B: Company Information:

1. Bidder's Name _____

Years in Business _____ Organized as a (e.g.
under this Name: _____ sole proprietorship): _____

DUNS Number _____ Federal SAMS #: * _____

Phone Number _____ Toll Free Phone: * _____

FAX Number _____ Website Address * _____

Address _____

City _____ State _____ Zip + 4 _____

2. Name the person to contact for questions concerning this bid / proposal.

Name _____ Title _____

Phone Number _____ Toll Free Phone _____

FAX Number _____ E-Mail Address _____

Address _____

City _____ State _____ Zip + 4 _____

3. Mailing address to use for invoice payment purposes.

Name _____ Title _____

Phone Number _____ Toll Free Phone _____

FAX Number _____ E-Mail Address _____

Address _____

City _____ State _____ Zip + 4 _____

4. CEO / President Name _____

*** - If available**

FORM C: Key Personnel:

Please provide a list of the individual(s) who will be supervising the Contractor's performance on the project, along with a description of their qualifications for doing so.

Name	Title	Qualifications

Do you plan on using a Subcontractor(s) to perform elements of the project's Scope of Work?

☐ YES ☐ NO

If YES, what element(s) of the work will the Subcontractor perform and briefly describe their qualifications for doing the work.

Subcontractor Name	Scope of Work	Qualifications

Please provide a statement with regard to the experience and safety training of the employees that would be involved with the performance of this project.

FORM D: References:

Bidder's Name: _____

Provide company name, address, contact person, telephone number, and appropriate information on the product(s) and/or service(s) used for three (3) or more installations with requirements similar to those included in this Invitation for Bids.

Company Name _____

Address (include Zip + 4) _____

Contact Person _____ Phone No. _____

Product(s) and/or Service(s) Used

Company Name _____

Address (include Zip + 4) _____

Contact Person _____ Phone No. _____

Product(s) and/or Service(s) Used

Company Name _____

Address (include Zip + 4) _____

Contact Person _____ Phone No. _____

Product(s) and/or Service(s) Used

Company Name _____

Address (include Zip + 4) _____

Contact Person _____ Phone No. _____

Product(s) and/or Service(s) Used

FORM E: Project Coordination:

The PRPC will be performing some of the site development work at this site. Please provide a brief description of how you would propose to coordinate the work that would be performed under the Contractor's Scope of Work with the site development work that will be performed by the PRPC (reference Section 7, Scope of Work for a breakdown, of the Contractor's responsibilities and the PRPC's responsibilities for each site). As an example, what would be the optimal point in the project for the PRPC to install the communications shed, which the PRPC is purchasing independently, atop the pad being poured by the Contractor?

Wheeler County Tower:

Item	Description of work: (include make/model where applicable)	Cost
a. Prepare Site		
b. Furnish Tower *		
c. Install Tower		
d. Furnish/install Tower Light- ing System		
e. Pour Shelter/Generator Pad		
f. Furnish/Install Tower Com- pound fencing		
g. Weed Guard and Gravel of Tower Compound		
h. Furnish/Install Anchor fenc- ing/Weed Guard/Gravel		
i. Off-load PRPC supplied shelter & place on pad		
Total Amount Bid for the Wheeler County Tower:		

Time Bid (time proposed for fully completing the installation of the two [2] new towers):

_____ ☐ weeks / ☐ months

If the installation of these two towers cannot be completed by **September 31, 2021**; please explain why in the box below.

--

I propose the following payment schedule for any contract funds that might be awarded under this contract:

--

I acknowledge that I was informed of the following Bid Addenda:

Certification of Bid:

The undersigned certifies that the information provided above is accurate and agrees that if this bid is accepted within 60 calendar days of the May 14, 2021, bid opening date, to fully comply with the offers made in this bid for the amount(s) listed above.

Bidder's Name: _____

Telephone Number: _____

Bidder' Address: _____

Signature of person authorized to sign for the Bidder

_____ Date: _____

Title of Authorized Signer: _____

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF _____ §

COUNTY OF _____ §

_____, being first duly sworn, deposes and says that:

- (1) He is _____ of _____, the Bidder that has submitted the attached Bid;
- (2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or fraudulent Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with another Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit, or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the PRPC or any persons interested in the proposed Contract; and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed)

(Title)

Subscribed and sworn to me this _____ day of _____, 2021.

By: _____
Notary Public

My commission expires _____

THIS FORM MUST BE SUBMITTED AS PART OF THE PROPOSAL

NONCOLLUSION AFFIDAVIT OF SUBCONTRACTOR

STATE OF _____ §

COUNTY OF _____ §

_____, being first duly sworn, deposes and says that:

- (1) He is _____ of _____, hereinafter referred to as the "subcontractor";
- (2) He is fully informed respecting the preparation and contents of the subcontractor's Proposal submitted by the subcontractor to _____, the Contractor for certain work in connection with the PRPC's FY21 PANCOM RADIO COMMUNICATIONS TOWERS PROJECT;
- (3) Such subcontractor's Proposal is genuine and is not a collusive or sham proposal;
- (4) Neither the subcontractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Proposal in connection with such Contract or to refrain from submitting a Proposal, in connection with such contract, or has in any manner, with any other bidder, firm, or person to fix the price or prices in said subcontractor's Proposal or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the PRPC or any person interested in the proposed Contract; and
- (5) The prices quoted in the subcontractor's Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest, including this affiant.

(Signed)

(Title)

Subscribed and sworn to me this _____ day of _____, 2021.

By: _____
Notary Public

My commission expires _____

**IF SUBCONTRACTOR(S) ARE USED, THIS FORM MUST BE SUBMITTED WITH
THE PROPOSAL**

Standard Form Agreement

STATE OF TEXAS	§	Contract for the Construction of a New
	§	FY21 PANCOM Radio Communications Tower
COUNTY OF POTTER	§	

This Contract is made by and between the Panhandle Regional Planning Commission (hereafter called the "PRPC") and _____ (hereinafter called the "Contractor").

The PRPC and the Contractor will, in consideration of the mutual covenants hereinafter set forth herein, agree as follows:

1. SCOPE OF WORK

The Contractor will complete all work as specified or indicated in the Contractor's Proposal the PRPC's FY21 PANCOM RADIO COMMUNICATIONS TOWER PROJECT Invitation for Bids packet and any addendum thereto. The work is generally described as follows: furnishing all labor, equipment, and material to construct two new 350-foot tall communication guy wired towers and associated appurtenances and to dismantle an existing 300-foot guy-wired tower.

2. CONTRACT DOCUMENTS & PLANS/SPECIFICATIONS

The communication tower will be constructed and installed in accordance with the Contractor's Proposal, the Invitation for Bids entitled "FY21 PANCOM RADIO COMMUNICATIONS TOWER PROJECT" and any addendum thereto; all of which are attached hereto. The Contractor will be responsible for all items in the Invitation for Bids and Contractor's Proposal.

3. CONTRACT TIME:

The time period for completion of this contract will be _____ calendar days from the Notice to Proceed. The Notice to Proceed will be issued after the Contractor has been given a Notice of Contract Award and the Contractor has provided all the performance bond and insurance documents required to the PRPC. Contractor will not be penalized for any delays directly attributable the PRPC's participation in the project.

4. CONTRACT INSPECTION:

Inspection for this contract including submittal of material used, requests for payment, and acceptance of work completed will be performed by the PRPC's Regional Emergency Communications & Preparedness Program Manager and/or the PRPC's Regional Services Director.

5. PAYMENT PROCEDURES.

Payment for work will be in accordance with the payment schedule accepted or negotiated by the PRPC and Contractor at the time of the contract award. Invoices are to be submitted to:

PRPC
Attn: Shane Brown
PO Box 9257
Amarillo, TX 79105

The PRPC will verify that the work claimed on each invoice has been fully completed. Upon confirming the appropriate invoice amount, payment will be made within 7 days and mailed to the person/address indicated in the Contractor's bid as the person/address to which invoice payments are to be made.

The Contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) days from the receipt of each payment the Contractor receives from the PRPC.

6. UTILITIES/STORAGE SPACE

Storage space at the site for trailers will be the responsibility of the Contractor who must coordinate and obtain approval when storing equipment on adjoining property. Equipment may be stored at the site at the Contractor's own discretion. No utilities are currently available at the site(s) for use during construction.

7. BONDS:

In accordance with TX Gov't Code, Chapter 2253, approved securities, including a payment bond and a performance bond, will be required of the Contractor by the PRPC prior to issuance of the Notice to Proceed. Within one week of the issuance of the Contract Award, the bonds must be provided to the PRPC. If the bonds are not provided as stated, then the Contractor's bid may be considered invalid and the contract terminated at no cost to the PRPC.

The Payment Bond and Performance Bond will be in a penal sum at least equal to the Amount of the Contract bid price, as security for the faithful performance of all the Contractor's obligations.

8. INDEMNIFICATION/INSURANCE:

The Contractor will purchase and maintain at the Contractor's expense for the full contract period such insurance as is appropriate for the work being performed. The insurance will cover claims which may arise from the Scope of Work performed with this contract which includes Claims under Worker's Compensation, disability benefits, and claims for damages because of bodily injury, personal injury, sickness or disease, or death of any of the Contractor's Employees or for any person other than the Contractor's Employees who may be hurt/injured/killed as a result of the Contractor's Work on this contract. ***** The Contractor will provide proof of insurance prior to start issuance of the Notice to Proceed with work.***** The Contractor will indemnify and hold harmless the PRPC, its officers, agents and employees against all claims, losses, damages, and expenses, arising out of or resulting from the of his/her performance under this contract.

9. ASSIGNMENTS:

This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, but neither this Agreement nor any of the rights, interest, or obligations hereunder shall be assigned by any of the parties hereto without the prior written consent of all the other parties.

10. AMENDMENTS:

Subject to applicable law, this Agreement may be amended, modified, and supplemented only by written agreement signed by the PRPC and the Contractor.

11. CAPTIONS:

The captions of paragraphs in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

12. GOVERNING LAW AND VENUE:

This Agreement and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas. Potter County, Texas shall be the sole place of venue for any legal action arising from or related to this Agreement or the Project in which the Owner is a party.

13. COUNTERPARTS:

This Contract may be executed in several counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

14. ENTIRE AGREEMENT:

This agreement and the attachments hereto constitute the entire agreement between the parties and supersedes and extinguishes all previous drafts, agreements, arrangements and understandings between them, whether written or oral, relating to this subject matter.

ACCEPTANCE:

IN WITNESSETH HEREOF, the parties to this contract have set out their signatures as of the day and year set forth below.

Panhandle Regional Planning Commission

CONTRACTOR

By: _____
Signature

By: _____
Signature

Printed Name/Title

Printed Name/Title

Federal I.D. No. /DUNS No.

Federal I.D. No. /DUNS No.

Mailing Address

Mailing Address

City, State, and Zip Code

City, State, and Zip Code