

HEMPHILL COUNTY

INVITATION FORBIDS (IFB) ON:

RADIO COMMUNICATIONS TOWER
PROJECT

FOR THE CONSTRUCTION OF A NEW 300-FOOT,
GUY WIRED RADIO TOWER

HEMPHILL COUNTY

NOTICE TO BIDDERS

Sealed bids will be received in the Hemphill County Judges Office, located at 400 Main, Canadian, Texas, until 3:00 p.m. (CDT), Thursday, April 15, 2021, at which time, the bids will be publicly opened and read on the following item:

1. The furnishing and installation of a new 300-foot guy-wired public safety communications tower.
2. Full information and bid proposal packages may be obtained from the Hemphill County Judge's Office by phoning 806.323.6521. All bids must be submitted on the forms provided in the bid proposal package. Hemphill County reserves the right to accept or reject any or all bids and to waive any formalities and irregularities in the bid process.

Runs: 03/25/21 AND 04/01/21

BACKGROUND:

Hemphill County intends to build a new 300' tower to enhance public safety radio communications in Hemphill County and other surrounding counties.

This tower will be installed at the location described below.

Location Description: Tower will be built on a site approximately 6 miles south of Canadian, TX along U.S. HWY 60 and ½ mile east from highway. This will be the same location that a 300' Communication Tower was previously located on which was destroyed by an ice storm on October 28, 2020. The property is owned by George and Dixie Cook and is leased by Hemphill County.

Latitude / Longitude: N35°48'55.6"/W100°23'37.4"

1. PROJECT DESCRIPTION:

There is a communications shelter and back-up generator on site; independent of but in coordination with the services being requested with this IFB.

Hemphill County is seeking bids on a new 300-foot guy wired tower.

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) Hemphill County is interested in working with a contractor that has a demonstrated experience in radio communications tower development in the Texas Panhandle.
- b) Hemphill County is also interested in working with a contractor that can guarantee pricing up to sixty [60] days.
- c) An evaluation will be used to determine which bid is the most advantageous and/or most beneficial for Hemphill County. 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. Hemphill County will award the contract to the lowest responsible, responsive bidder.
- d) Hemphill County reserves the right to contact any bidder, at any time, to clarify, verify or request information regarding 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 Hemphill County 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 regarding the experience and safety training of the Bidder's employees.

- iv. **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.
 - v. **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 products. Include a diagram to illustrate the product configuration. Provide a description of the manufacturer and installer warranties.
 - vi. **Project Coordination:** Understanding that Hemphill County 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 County.
 - vii. **Bid Amount:** Use *Form F* to provide pricing for the project, including material costs, labor, delivery, installation of new tower equipment and all other associated project costs.
- b) Hemphill County 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 County.
 - 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 Hemphill County by no later than **3:00 PM (CDT) on Thursday, April 15, 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 "**Radio Communications Tower 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 Hemphill County as follows:
Delivered by Mail, hand or common carrier to:
Hemphill County
Attn: Judge Briant
400 Main St., Suite 200
Canadian TX 79014
 - i) Bids may not be withdrawn within sixty (60) days after bid opening without consent of Hemphill County.
 - j) Hemphill County 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.
George Briant
Hemphill County, Judge
400 Main St, Suite 200
Canadian TX 79014
Phone: 806.323.6521
Email: cojudge@hemphillco.com
5. **BID OPENING AND AWARD:**
- a) Bids will be opened and read aloud at 3:00 PM (CDT) on April 15, 2021, in the Hemphill County Commissioners Courtroom, located at 400 Main, Room 204, Canadian, TX 79014.
 - b) Hemphill County 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 Hemphill County to verify they meet the requirements of this IFB. An award recommendation will then be developed for presentation to the Commissioners Court for consideration of acceptance. As currently planned, this recommendation will be brought before Hemphill County Commissioners Court, during a meeting open to the public, on April 22, 2021.
- d) Hemphill County reserves the right to award this bid based on 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 Hemphill County in accordance with Section 6 e) below.
- c) Prior to contract execution, the Contractor's subcontractors must likewise supply Hemphill County with a certificate of insurance coverage to Hemphill County in accordance with Section 6 e) below.
- d) By signing the contract, the Contractor is representing to Hemphill County 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 Hemphill County naming Hemphill County as additional insured. These certificates must provide a ten (10) calendar day notice to Hemphill County 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 nonowned 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 Hemphill County, 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 Hemphill County the same assurances as described in Part f) above.
- h) Cancellation of Contract: Hemphill County may cancel this contract for cause or convenience. In the event a default by the Contractor, Hemphill County 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 a new 300-foot guyed wire radio communications tower in Hemphill County.

Location: Tower will be built on a site approximately 6 miles south of Canadian, TX along U.S. HWY 60 and ¼ mile east from highway. This will be the same location that a 300' Communication Tower was previously located on which was destroyed by an ice storm on October 28, 2020. The property is owned by George and Dixie Cook and is leased by Hemphill

County.

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. Hemphill County 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, Hemphill County will preliminarily identify the potential locations of the tower base and guy-wire anchors.
- c) Contractor will be responsible for site preparation.
- d) Contractor will furnish and install one 300-foot guyed wire radio communications tower in accordance with the specifications given below.
- e) Contractor will furnish and install the tower's lighting system per FAA Advisory Circular AC70/7460-1-G or latest revision.
- f) Contractor will be responsible for scheduling and coordinating his/her scope of work activities with those to be carried out by Hemphill County.

7.2. Hemphill County's Responsibilities:

- a) Hemphill County will be responsible for designating a Project Manager who will be on-site as needed, during the tower construction phase and serve as a liaison between the Contractor and Hemphill County.
- b) Hemphill County 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) Hemphill County will be responsible for registering the new tower with the FAA.
- d) Hemphill County will be responsible for issuing a Notice to Proceed on the construction of the tower.
- e) Hemphill County will be responsible for running electrical utilities to the tower site.
- f) Hemphill County will be responsible for issuing a final acceptance of the new tower.
- g) Hemphill County 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 tower 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 tower will be designed and installed in accordance with (meeting or exceeding) the requirements of the latest version of TIA-222-G structural standards.
- d) The tower will have a total height of 300 feet (excluding the lightning rod with extension).
- e) The tower's 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, tower will be designed for the following loading:

For Base Bid (300-foot tower) *

- o Two (2) two-foot microwave dishes with radio mounted to a 10' pipe, leg mounted at 131'
- o One (1) two-foot microwave dish with radio mounted at 65'
- One (1) integrated flat panel dish leg mount at 158'
- « Two (2) DB 224 antenna at 300' on 3' side-arms
- <> One (1) DB228 antenna at 260' on 3' side-arm
- One (1) DB 224 antenna at 240' on 3' side-arm
- o One (1) DB 224 antenna at 220' on 3' side-arm

NOTE All antennas will be run with 7/8" coaxial cable. All microwave equipment will be run with ruggedized outdoor Cat5 cable.

- g) The tower 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.
- h) The tower will be constructed of round leg members and continuous solid steel rod bracing construction. Sections and components will be hot dipped galvanized.
- i) The tower will have all required connections, base plates, anchors, guy wires, hardware, turnbuckles necessary to meet the required loading on the tower. The 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.
- j) The tower will be equipped with a minimum of one (1) waveguide ladder, extending from the tower base to the ultimate height of the tower, with horizontal braces spaced no more than three feet (3') apart.
- k) The tower 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 one (1) level of trapeze type hanger to support a minimum of fifteen (15) coax/waveguide
 - 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 system
- All bonding to the support poles and ground rods and any integrated splices will be by exothermic bonding only.
- l) The tower 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.
- m) A cable type safety climb system with one trolley will be provided and installed. All necessary horizontal or other materials for the climbing structure. The design strength of the tower 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 Hemphill County 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 Hemphill County.
- 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 Site Grounding:

- a) All grounding will meet current Motorola R-56 Standards (latest revision).
- h) 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.
- 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 Site Cleanup:

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

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

FORMA: 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 Hemphill County's RADIO COMMUNICATIONS TOWER PROJECT Invitation for Bids for the furnishing and installation of a new 300' guy wired radio communications 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 Hemphill County's RADIO COMMUNICATIONS TOWERS PROJECT Invitation for Bids for the furnishing and installation of a new 300' guy wired radio communications tower; with the following exceptions. 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. sole proprietorship]: _____
under this Name: _____

DUNS Number _____ Federal SAMS #: * _____

Phone Number _____ Toll Free Phone: * _____

FAX Number _____ Website Address * _____

Address _____
City _____ State Zip + 4 _____

3. 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 _____

4. 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 _____

5. CEO / President Name _____

* - If available

FORM C: Key Personnel:

Please provide a list of the individuals] 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^] to perform elements of the project's Scope of Work? YES NO

If YES, what elements] 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 regarding 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. _____

Produces] and/or Service(s] Used

Company Name _____

Address (include Zip + 4) _____

Contact Person _____ Phone No. _____

Produces] and/or Service(s] Used

Company Name _____

Address (include Zip + 4] _____

Contact Person _____ Phone No. _____

Produces] 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:

Hemphill County 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 Hemphill County (reference Section 7, Scope of Work for a breakdown, of the Contractor's responsibilities and Hemphill County's responsibilities for the site).

FORM F. Bid Proposal:

I, _____ (NAME) as a duly authorized representative of the Bidding Contractor, _____ (BIDDER'S NAME), do hereby propose to perform all work described in Hemphill County's RADIO COMMUNICATIONS TOWER PROJECT Invitation for Bids and any addendum issued thereto, for furnishing all labor, equipment, and material to construct a new guy wired communication towers as follows:

Base Bid (for a 300-foot tower):

Item	Description of work: <i>[include make/model where applicable]</i>	Cost
a. Prepare Site		
b. Furnish Tower *		
c. Install Tower		
d. Furnish/install Tower Lighting System		
e. Install Equipment as required		
Total Amount Bid for the Base Bid (300-foot Tower):		

****Include a spec sheet for the tower product proposed***

Provide a description of the warranties to be provided:

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 bid opening date, to fully comply with the offers made in this bid for the amount(s) listed above.

Bidder's Name: _____

Telephone: _____

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 Hemphill County 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 _____ Hemphill County's 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 Hemphill County 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

STATE OF TEXAS

COUNTY OF HEMPHILL

Contract for the Construction of a New
Radio Communications Tower

This Contract is made by and between Hemphill County and _____
(hereinafter called the "Contractor").

Hemphill County 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 for the Hemphill County's 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 a new 300-foot tall communication guy wired towers and associated appurtenances.

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 " 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 90 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 Hemphill County. Contractor will not be penalized for any delays directly attributable to Hemphill County'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 Hemphill County Judge George Briant or his designee.

5. PAYMENT PROCEDURES.

Invoices are to be submitted to:

Hemphill County
Attn: Judge Briant
400 Main, Suite 200
Canadian TX 79014

Unless otherwise agreed in writing, County will verify that the work claimed on each invoice has been fully completed. Upon approval by the Hemphill County Commissioners Court, County shall make payment under this contract within 35 days of receipt of invoice. Invoices for payment shall be delivered to County no later than the Wednesday preceding the first regular monthly meeting of the Commissioners Court.

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 Hemphill County.

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 Hemphill County prior to issuance of the Notice to Proceed. Within one week of the issuance of the

Contract Award, the bonds must be provided to Hemphill County. 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 Hemphill County.

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 County, 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 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 Hemphill County 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. Hemphill 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.

Hemphill County

CONTRACTOR

By: _____
Signature

By: _____
Signature

Printed Name/Title

Printed Name/Title

Mailing Address

Federal I.D. No. /DUNS No.

City, State, and Zip Code

Mailing Address

City, State, and Zip Code