

BIDDING DOCUMENTS

FOR

ORANGE AND HIGH STREET INTERSECTION TRAFFIC SIGNAL
UPGRADE PROJECT

Contract No. BOC 5 - 19

Owner: Borough of Carlisle
53 West South Street
Carlisle, PA 17013

Owner's Representative: Mark Malarich, P.E.
(717) 240-6932
Email: mmalarich@carlislepa.org

NOTICE

The Borough Council of the Borough of Carlisle, Cumberland County, Pennsylvania, 53 West South Street, Carlisle, PA 17013, will accept sealed proposals until 1:00 p.m., prevailing time, April 4, 2019 for the following:

Orange Street and High Street (SR 0011) Intersection Traffic Signal Upgrade Project

All bid proposals shall be properly executed in ink without alterations and shall be complete. All bid proposals must be accompanied by a certified check or bid bond in the amount of ten percent (10%) of the bid. Specifications and bid forms may be obtained at no cost from the offices of the Borough of Carlisle at the address above from 8:00 a.m. to 4:00 p.m., Monday through Friday, except holidays. The successful bidder will be required to post performance and payment bonds in the amount of one hundred percent (100%) of the bid price.

Bid Proposals will be opened at 1:00 p.m. on April 4, 2019 at the offices of the Borough of Carlisle. Unless all bids are rejected, the lowest responsible bidder may be selected at a public meeting of the Borough Council to be held April 11, 2019 at 7:00 p.m. at the offices of the Borough of Carlisle noted above. Interested contractors must attend a pre-bid meeting, to be held at 9:00 a.m. on March 26, 2019, at the offices of the Borough of Carlisle.

Pennsylvania prevailing wages under the Pennsylvania Prevailing Wage Act will be required if the anticipated Project Cost is at least \$25,000.

Borough Council reserves the right to reject any or all bids or parts thereof and to waive any defects or irregularities in the best interest of the Borough.

Borough of Carlisle
Matthew Candland, Borough Manager

INFORMATION AND INSTRUCTIONS TO BIDDERS

1. All proposals must furnish products and/or materials in strict compliance with those dimensions, quantities and other requirements as noted in the Specifications referenced or attached hereto. Under no circumstances will any products or materials be accepted that are different from or in substitution of or for those items and components described in the Specifications.
2. All bids shall be made upon the forms supplied by the Borough of Carlisle (the "Borough") and mailed via U.S. Postal Service or recognized national courier service to Borough of Carlisle, 53 West South Street, Carlisle, PA 17013 or by hand delivered to the Office of the Borough Manager at the above address only between the hours of 8:00 a.m. and 4:00 p.m. weekdays. **Sealed bids shall be received in the Office of the Borough Manager up to 1:00 p.m., prevailing time, April 4, 2019.** *The bid must be properly sealed in an envelope and clearly marked with "Bid: Orange and High Street Intersection Traffic Signal Upgrade Project" on the envelope.* The bid must include the complete set of Contract Documents with the completed, notarized non-collusion affidavit, completed Employer Verification Form (if applicable), Bid Bond, and Bid Proposal completed and containing original signatures.
3. All bids shall give the proposed price both in words and figures and shall be signed by the Bidder with full name and address. Where bidder is a partnership, the name and address of each partner shall be stated in full and, if a corporation, the state where incorporated.
4. The Borough Council of the Borough of Carlisle reserves the right to reject any and all bids, to accept or reject any part of a bid, to waive any informalities and minor irregularities in the bids and to annul any contract if, in its opinion, there shall be a failure at any time to perform faithfully any of its terms.
5. Bids which contain erasures, alterations, conditional bids, omissions or irregularities may be rejected.
6. The successful bidder agrees, if selected, to furnish to furnish a performance bond, a payment bond, evidence of required insurance and furnish the executed Agreement within 10 days of notice of intention of award by the Borough of Carlisle. Performance and Payment bonds shall be posted in the amount of 100% of the Contract amount. A surety company duly authorized to do surety business in the Commonwealth of Pennsylvania shall execute the bonds.
7. The successful bidder shall not assign its rights under the bid awarded, in whole or in part, without the prior written approval of Borough Council, which permission can be withheld in Council's sole discretion.
8. All bids shall be accompanied by a bid bond in the same form attached hereto or certified check made payable to the Borough of Carlisle in the amount of ten percent (10%) of the bid. In the event any bidder shall, within 10 days' notice from the Borough of its intention to award the contract, fail to provide the executed Agreement, the bid security provided by that bidder by certified check or bid bond shall be forfeited to the Borough as liquidated damages.
9. In accordance with the Pennsylvania Anti-bid Rigging Act that became law on October 23, 1983, the Borough requires each bidder to complete and return the Non-Collusion Affidavit. The Affidavit is to be completed as follows:

- A. This Non-Collusion Affidavit must be executed by the member, officer or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.
 - B. Bid rigging and other efforts to restrain competition and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself/herself that each statement is true and accurate, making diligent inquiry as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval or submission of the bid.
 - C. In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents and an Affidavit must be submitted separately on behalf of each party.
 - D. The term "complementary bid" as used in the Affidavit has the meaning commonly associated with that term in the bidding process and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or noncompetitive bid and any other form of bid submitted for the purpose of giving a false appearance of competition.
 - E. Failure to file an Affidavit in compliance with these instructions will result in disqualification of the bid.
10. The Agreement to be executed by the successful bidder contains a penalty provision for failure to complete the project by the time stipulated in the Agreement, which shall entitle the Borough to deduct from the monies due or about to come due to the successful bidder an amount equal to \$500 for each day of delay from the date of scheduled completion, said sum being fixed and agreed as liquidated damages which the Borough will suffer by reason of such delay and not as a penalty. Any such delay in completion to the Borough shall not prevent the Borough from declaring the successful bidder in breach of his, her or its obligations and pursuing any remedies it has under the performance bond and as otherwise provided by law
11. All equipment, material(s) or products, required by the project shall be delivered at the successful bidder's expense, free of any liens, encumbrances and security interests.
12. Upon (a) receipt by the Borough of any equipment, material(s) or products; and (b) confirmation that all work provided is in full compliance with the requirements of the Specifications, and (c) receipt by the Borough of certification that all subcontractors have been paid, the Borough shall make payment to the successful bidder within 30 days in the amount of the accepted bid amount, less any liquidated damages due to delay, as provided in Paragraph 10, above and the executed Agreement.
13. The successful bidder is responsible for being familiar with and to know the location, means of access and all other features and conditions necessary for the successful bidder to make timely delivery of any equipment, material(s) or products. All costs and expenses of delivery of every kind, type or nature shall be the responsibility of the successful bidder. The successful bidder, its

agents or representative shall be responsible for securing and properly delivering all items and components in accordance with all federal, state and local laws, regulations, codes and ordinances.

14. Any bids received after the deadline by which they are to be received are late bids. Such late bids will not be considered, but will be held unopened until the time of award and then returned to the bidder. No responsibility will attach to the Borough of Carlisle for the premature opening of, or the failure to open, a bid not properly addressed and identified. Bids may be withdrawn by written request received from the bidder prior to the time fixed for opening.
15. The successful bidder warrants and guarantees to the Borough that all materials and items supplied will be new, of good quality and free from faults or defects. All defective items as ascertained by the Borough shall be replaced to the satisfaction of the Borough prior to payment to the successful bidder.
16. If, after final payment and prior to the expiration of one year after the date of such final payment, any items supplied by the successful bidder are found to be defective, the successful bidder shall promptly, without cost to the Borough, supply the Borough with non-defective items. If the successful bidder fails to supply such items within 60 days' notice, the Borough may supply such items at the cost of the successful bidder. The successful bidder will also be responsible for and pay all costs, fees and attorney fees incurred by the Borough if legal action is initiated against the successful bidder due to the successful bidder's failure to pay such costs and expenses upon demand by the Borough.
17. The Notice, Information and Instruction to Bidders, Non-Collusion Affidavit, Bid Proposal, Performance Bond, Payment Bond, Bid Bond or certified check deposit, the Agreement and Specifications shall constitute the "Contract Documents", the terms of which shall constitute a binding contract with the successful bidder.
18. Any bid received in excess of \$25,000 shall be subject to:
 - (a) The requirements of the Pennsylvania Prevailing Wage Act and shall be based upon the applicable minimum wage rates as determined by the Secretary of Labor and Industry; and
 - (b) The requirements of the Pennsylvania Public Works Employment Verification Act.

Each bidder must submit to the Borough with the bid an executed verification form as published by the Pennsylvania Department of General Services. The form and information regarding the requirements of this Act and of federal law with respect to the use of the E-Verify Program are available on the Department of General Services' website.

19. Conflict of Interest Notice and Responsibilities. A conflict of interest may take various forms but exists if a significant financial interest or other opportunities for tangible personal benefit may exert a substantial improper influence upon an employee, contractor or professional. A conflict of interest may exist when there is a divergence between private interests of an employee, contractor or professional and his, her or its obligation to the Borough such that: (i) a reasonable and independent observer might rationally question whether the employee's professional responsibility might be influenced by considerations of gain or financial interest for either the employee, contractor or professional or their family or for other parties; or (ii) a reasonable and independent

observer might rationally conclude that the conflict of interest undermines the integrity of any business of the Borough. A conflict of interest encompasses not only situations that are in fact improper, but also situations where a reasonable and independent observer might rationally observe the appearance of impropriety. This includes any potential conflicts of interest that are yet unrealized or that may be perceived by others to be conflicts of interest. For purposes of this notice, the family of any employee, contractor or professional shall include his or her spouse or companion, his or her siblings and their spouses or companions and his or her descendants and their spouses or companions. **All bidders must provide with the bid a listing of current or potential conflicts of interest with respect to providing goods and/or services to the Borough of Carlisle as contemplated by this project.** The successful bidder shall provide notice to the Borough of any actual or potential conflicts of interest that exist or arise in the course of providing goods and/or services to the Borough of Carlisle.

20. The Borough reserves the right to revise or amend any specifications prior to the date scheduled for bid opening. In the event plans and/or specifications are revised or amended, such revisions or amendments will be provided by use of an addendum which will be provided to all prospective bidders.
21. The successful bidder shall provide only competent, suitably trained and qualified personnel to fabricate and furnish all materials. All materials, products and equipment to be installed shall be new and in accordance with the Contract Documents.
22. The successful bidder shall provide only competent, suitably trained and qualified personnel to perform the work as required by the Contract Documents and shall furnish all materials, equipment, labor, transportation, machinery, tools, fuel, power, sanitary facilities and all other facilities and incidentals necessary for the execution, testing, initial operation and completion of the work. All materials, products and equipment to be installed shall be new and shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instruction of the manufacturer, except as otherwise expressly provided in the Contract Documents
23. The successful bidder shall be fully responsible for all acts and omissions of its subcontractors and of persons and organizations directly or indirectly employed by them. Nothing in the Contract Documents shall create any contractual relationship between the Borough and any Borough agent or employee and any subcontractor or other person or organization having a direct contract with the successful bidder, nor shall it create any obligation on the part of the Borough or any Borough agent or employee to pay or to see to the payment of any monies due any subcontractor or any person or organization working for the successful bidder. All subcontractors will be subject to the approval by the Borough. There shall be no substitution of subcontractors without prior approval and knowledge of the Borough once a subcontractor list is approved.
24. The successful bidder shall obtain and pay for all construction permits and licenses which are applicable to the project at the time the bid is submitted. It is the successful bidder's responsibility to abide by all permit conditions affecting work and the work of any subcontractors. The Borough will prepare and submit a Pennsylvania Department of Transportation Highway Occupancy Permit for the project based on information provided by the Contractor.
25. The successful bidder shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the delivery and shall comply with all requirements and regulations of OSHA, State, and local governments pertaining to such work. The successful

bidder shall be responsible for erecting any necessary signage and/or barriers to keep others from entering any work areas, subject to coordination with the Borough.

26. The Borough may order additions or revisions prior to fabrication of the poles. These changes will be authorized by Change Order to be executed in writing between the Borough and the successful bidder prior to any changes or revisions being initiated.
27. The successful bidder shall, as a condition of award of the contract, provide evidence of the following insurance coverage, which insurance coverage shall be maintained during the course of work on the project:
 - A. Commercial General liability - \$1,000,000 per occurrence and \$3,000,000 in the aggregate;
 - B. Workers' Compensation, in statutory limits required by Pennsylvania;

Each policy shall be endorsed to provide the Borough with 30 days' notice of cancellation and the Borough shall be listed as an additional insured for all insurance noted above except for workers' compensation insurance.

28. The successful bidder shall comply with the provisions of the following Acts, as amended from time to time, as applicable: Act of March 23, 1978, (P.L. 6, No. 3) known as the "Steel Procurement Act"; Act of October 28, 1983 (P.L. 176, No. 45), known as the "Antibid-Rigging Act"; Act of December 20, 1967 (P.L. 869, No. 385), known as the "Public Works Contractors' Bond Law"; Act of August 15, 1961 (P.L. 987, No. 442), known as the "Pennsylvania Prevailing Wage Act"; Act of November 26, 1978 (P.L. 1309, No. 317), known as the "Award and Execution of Public Contract Law"; Act of February 17, 1994 (P.L. 73, No. 7), known as the "Contractor and Subcontractor Payment Act"; Act of January 23, 1974 (P.L. 9, No. 4), referred to as the "Public Contract Bid Withdrawal Act"; Act of April 4, 1984 (P.L. 193, No. 40), known as the "Motor Vehicle Procurement Act"; and Act of December 29, 1970 (P.L. 91-596), referred to as the "Occupational Safety and Health Act of 1970". Any steel products used or supplied in performance of the Contract Documents or any subcontracts shall be from steel made in the US.
29. The successful bidder shall insure, indemnify and hold harmless the Borough and its Council members, officers, employees, appointees and agents from and against any and all claims, suits, causes of action, losses, expenses and liabilities of any kind or nature, including attorney's fees (and any attorney's fees incurred in enforcing this provision) in any way arising or resulting from or in any way related to negligent, reckless and/or intentional acts by the successful bidder in providing services or materials to or for the Borough under the Agreement and Contract Documents, including, but not limited to, claims, losses, fines, damage to property and bodily injury or death to persons. This provision will survive termination or expiration of the Agreement.
30. Interested contractors must attend a pre-bid meeting, to be held at 9 a.m. on March 26, 2019, at the intersection of High Street – Orange Street, Carlisle PA, 17013.
31. Bidders must fully comply with all PA One Call requirements and with all applicable Penn DOT and Carlisle Borough specifications and with provisions of current traffic signal permit.
32. Bidders must send all questions electronically to Borough Engineer at mmalarich@carlislepa.org, by 2:00 p.m. Thursday, March 28, 2019. The Borough will respond electronically by 11:00 a.m. Monday, April 1, 2019. All bid holders of record will receive response to all question received. The Borough

will not respond to telephone questions.

NON-COLLUSION AFFIDAVIT

Project: Orange and High Street Intersection Traffic Signal Upgrade

State of _____)
S.S.
County of _____)

I state that I am _____ of _____
(Title) (Name of Firm)

and that I am authorized to make this affidavit on behalf of my firm and its owners, directors and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

- (1) The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.
- (2) Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder and they will not be disclosed before bid opening.
- (3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
- (4) The bid of my firm is made in good faith and not pursuant to any agreement or discussion with or inducement from any firm or person to submit a complementary or other noncompetitive bid.
- (5) _____,
(Name of Firm)

its affiliates, subsidiaries, officers, director and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that _____ understands
(Name of Firm)

and acknowledges that the above representations are material and important, and will be relied on by the Borough of Carlisle in awarding that contract(s) for which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated

as fraudulent concealment from the Borough of Carlisle of the truth relating to the submission of bids for this contract.

Signature: _____

Name:

Position/Title:

SWORN TO AND SUBSCRIBED
BEFORE ME THIS _____ DAY
OF _____, 20____

Notary Public

Notary Seal:

NOTE: The above Notary's acknowledgment must be completed, signed and Notary seal placed.

BID PROPOSAL BOC 5 – 19

Proposal of _____ (hereinafter called “Bidder”),
 organized and existing under the laws of the State of _____,
 doing business as _____.

In compliance with your Notice, Bidder hereby submits this proposal for:

Orange and High Street Intersection Traffic Signal Upgrade Project

in strict accordance with the Contract Documents, within the time and conditions set forth therein, and at the price(s) stated below.

By submission of this Bid Proposal, the Bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, that this Bid has been made independently, without consultation, communication or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.

	Item Description	Unit	Qty.	Unit Price	Total Price
1.a	Traffic signal supports with 40-foot mast arm	Each	1		
1.b	Traffic signal supports with 45-foot mast arm	Each	1		
1.c	Traffic signal supports with 45-foot mast arm and luminaire	Each	2		
2.	Controller Assembly, Type 2	Each	1		
3.	Junction Box, JB 27	Each	4		
4.	Electrical system	Each	1		
5.	Pre-emption system	Each	1		
6.	3-section signal head	Each	7		
7.	5-section signal head	Each	2		
8.	Pedestrian signal head, type B	Each	4		
9.	Pedestrian signal push button	Each	4		
10.	Signs and thermoplastic road markings	LS	1		
11.	FLIR Infrared detection system, installation only	Each	1		
TOTAL BID PRICE					

Bid quotation must be made both in figures and words.

Total Bid Price:

_____ dollars and _____ cents
 (Words)

\$ _____
 (Figure)

Respectfully submitted:

By _____

_____ (printed)

Title: _____

Address: _____

Phone: _____

Date: _____

(Seal)

Attest: _____

Communications concerning this Bid Proposal shall be addressed to:

Address: _____

Phone/Email: _____

If Bidder is:

An Individual:

By _____ (SEAL)
(Individual's Name)

Doing business as _____

Business address: _____

Phone No. : _____

A Partnership:

By _____ (SEAL)
(Firm Name)

(General Partner)

Business Address: _____

Phone No. : _____

A Corporation:

By: _____ (SEAL)
(Corporation Name)

(State of Incorporation)

By: _____ (SEAL)
(Name of Person Authorized to Sign)

(Title) (Corporate Seal)

Attest: _____
(Secretary)

Business Address: _____

Phone No.: _____

A Joint Venture:

By: _____ (SEAL)
(Name)

Address: _____

By: _____ (SEAL)
(Name)

Address: _____

IN WITNESS WHEREOF, this instrument is executed this the _____ day of _____, 20 _____.

Principal _____

By _____

Title _____

Address _____

Attest: _____ (SEAL)

Witness: _____

Surety

Attorney-in-fact*: _____

By _____

Address _____

Attest: _____ (SEAL)

Witness: _____

*Power of attorney must be attached.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

Name of Successful Bidder: _____

Address: _____

a _____, hereinafter called Principal, and
(Corporation, Partnership, or Individual)

Name of Surety: _____

Address: _____

hereinafter called Surety, are held and firmly bound unto:

Name of Owner: Borough of Carlisle, Cumberland County, Pennsylvania

Address: 53 W. South Street

Carlisle, PA 17013

hereinafter called "Owner", in the penal sum of:

_____ dollars

(\$_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that the Principal entered into a certain contract with the Owner, the Borough of Carlisle for the Orange and High Street Intersection Traffic Signal Upgrade Project.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, including, but not limited to, all reasonable attorney's fees, and shall reimburse and repay the Owner all outlay and expense and attorney's fees, which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work of the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and Principal shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed this the _____ day of _____, 20 _____.

Principal _____

By _____

Title _____

Address _____

Attest: _____ (SEAL)

Witness: _____

Surety

Attorney-in-fact*: _____

By _____

Address _____

Attest: _____ (SEAL)

Witness: _____

*Power of attorney must be attached.

NOTE: If Contractor is Partnership, all partners should execute bond.

IMPORTANT: Surety companies executing bonds must appear on the U.S. Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the Commonwealth of Pennsylvania

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____

as Principal, and _____

as Surety, are hereby held and firmly bound unto the Borough of Carlisle hereinafter called Obligee, in
the full and just sum of _____ Dollars (\$_____)

lawful money of the United States of America, to be paid to the said Obligee or its assigns to which
payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors
and assigns, jointly and severally, firmly by these presents:

WHEREAS, said Principal has entered into a certain Agreement with said Obligee dated
_____, hereinafter called the Agreement, for _____
_____, dated
_____, which Agreement, together with the Documents therein described as the
"Contract Documents" shall be deemed a part hereof as fully as if set out herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above
bounden Principal shall and will promptly pay or cause to be paid in full all sums of money which may be
due any person, co-partnership, association or corporation for all materials furnished and labor supplied or
performed in the prosecution of the work whether or not the said material or labor enter into and become
component parts of the work or improvement contemplated, then this obligation to be void, otherwise to
remain in full force and effect.

THE PRINCIPAL AND SURETY hereby jointly and severally agree with the Obligee herein that
every person, co-partnership, association or corporation who, whether as subcontractor or otherwise, has
furnished material or supplied or performed labor in the prosecution of the work as above provided and
who has not been paid in full therefor, may maintain an action on this bond to recover for the same
against the said Surety as though he, they or it was named herein and prosecute the same to final judgment
for such sum or sums as may be justly due him, them or it, and have execution thereon, PROVIDED,
HOWEVER, that the Obligee shall not be liable for the payment of any costs or expenses of such suit.

PROVIDED FURTHER, that no such suit shall be commenced prior to ninety (90) days from the
date upon which said person, co-partnership, association or corporation furnished, supplied or performed
the last of the material or labor for which the said claim is made, and every such suit shall be commenced
not later than one (1) year from the date when the cause of action accrued.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that
no change, extension of time, alteration or addition to the terms of the contract or to work to be performed
thereunder or the specifications accompanying the same shall in any wise affect its obligation on this
bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the
terms of the contract or to the work of the specifications.

IN WITNESS WHEREOF, the said Principal and Surety have duly executed this bond in quadruplicate under seal the day and year first above written.

IN WITNESS WHEREOF, this instrument is executed this the _____ day of _____, 20 _____.

Principal _____

By _____

Title _____

Address _____

Attest: _____(SEAL)

Witness: _____

Surety

Attorney-in-fact*: _____

By _____

Address _____

Attest: _____(SEAL)

Witness: _____

*Power of attorney must be attached.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____

as Principal, and _____

as Surety, are hereby held and firmly bound unto the Borough of Carlisle, Cumberland County, Pennsylvania, as Owner, in the sum of _____ (\$_____) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

The condition of the above obligation is such that whereas the Principal has submitted to the Owner a certain bid, attached hereto and hereby made a part hereof, to enter into a contract in writing, to deliver:

Orange and High Street Intersection Traffic Signal Upgrade Project

NOW, THEREFORE,

- (a) If said bid shall be rejected, or in the alternate,
- (b) If said bid shall be accepted and the Principal shall execute and deliver an agreement in the form required by the Contract Documents (properly completed in accordance with said bid) and shall furnish a bond for its faithful performance of said agreement, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be void. Otherwise the same shall remain in force and effect, it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such bid, and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

IN WITNESS WHEREOF, this instrument is executed this the _____ day of _____, 20 _____.

Principal _____

By _____

Title _____

Address _____

Attest: _____(SEAL)

Witness: _____

Surety

Attorney-in-fact*: _____

By _____

Address _____

Attest: _____(SEAL)

Witness: _____

*Power of attorney must be attached.

NOTICE OF INTENT TO AWARD

TO:

PROJECT DESCRIPTION: Orange and High Street Intersection Traffic Signal Upgrade Project

The Borough of Carlisle has considered the Bid submitted by you for the above described project in response to its Notice and the related Contract Documents.

You are hereby notified that your Bid has been accepted as shown in your Bid Proposal.

You are required by the Information and Instructions to Bidders to execute the Agreement and furnish the required Contractor's Performance Bond and Payment Bond together with required insurance within ten (10) calendar days from the date of this Notice to you. If you fail to execute said Agreement and to furnish said Bonds and required insurance within ten days from the date of this Notice, the Borough of Carlisle will be entitled to such other rights as may be granted by law, including but not limited to retention of bid deposit or forfeiture of bid bond sum.

You are required to return an acknowledged copy of this Notice of Intent to Award to the Borough of Carlisle, 53 W. South Street, Carlisle, PA 17013.

Dated this _____ day of _____, 20__.

Borough of Carlisle

By: _____
Matthew Candland, Borough Manager

ACCEPTANCE OF NOTICE OF INTENT TO AWARD

Receipt of the above Notice of Intent to Award is hereby acknowledged this _____ day of _____, 20 _____.

By: _____

Title: _____

NOTE: Failure to return an acknowledgment of this Notice of Award does not relieve the contractor of the conditions imposed by the Instructions to Bidders and/or General Conditions.

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, by and between the
BOROUGH OF CARLISLE, Cumberland County, Pennsylvania, hereinafter called "OWNER" and _____

_____ ,
doing business as (an individual) or (a partnership) or (a corporation), hereinafter called
"CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The Contractor will complete the work of the project within 160 calendar days from the date of the Notice to Proceed unless the period for completion is otherwise extended by the Contract Documents. Failure of the Contractor to complete the work within the above period shall subject the Contractor to a penalty of \$500 each day until completion, which penalty amount Contractor agrees can be deducted from any amount due Contractor by the Owner.
2. Terms used in the Agreement which are defined in the General Conditions, if included in the Contract Documents, shall have the meanings indicated in the General Conditions.
3. The term "Contract Documents" means and includes the following, but shall not be limited to:
 - A. Notice
 - B. Information and Instructions to Bidders
 - C. Specifications
 - D. Non-Collusion Affidavit
 - E. Bid Proposal
 - F. Bid Bond or other bid security
 - G. Notice of Intent to Award
 - H. Notice to Proceed
 - I. Agreement
 - J. Performance Bond
 - K. Payment Bond
4. The Contractor agrees to complete the project as described in the Contract Documents as shown on the Bid Proposal, for the lump sum of \$_____.
5. Upon completion and settlement of all claims, the Owner will pay the entire contract price.
6. Neither the Owner nor the Contractor shall, without the prior written consent of the other, assign or sublet in whole or in part his interest under any of the Contract Documents, and specifically, the Contractor shall not assign any monies due or to become due without the prior written consent of the Owner.
7. Contractor acknowledges and agrees that certain records and documents in the possession of Contractor pertaining to or in any way relating to the contract, services and/or materials provided

or supplied by Contractor to or for the benefit of Owner may be considered a “public record” as that term is defined under the Pennsylvania Right-To-Know Law, Act 3 of 2008. Contractor agrees that Contractor shall make available and provide all such documents and records to Owner for photocopying or reproduction in appropriate medium by Owner that Owner shall, in its sole discretion, determine are a “public record” in the event an appropriate written request under the Right-To-Know Law for such documents or records is made to the Owner. Contractor further agrees that the obligations of Contractor under this paragraph shall survive the termination or expiration of this Agreement.

8. The Contract Documents constitute the entire Agreement between the Owner and the Contractor and may only be altered, amended or repealed by a duly executed written instrument.
9. 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 above written.

OWNER:

CONTRACTOR:

BOROUGH OF CARLISLE

By _____

By _____

Matthew Candland

(Printed)

(Printed)

Borough Manager

(Title)

(Title)

53 W. South Street

(Address)

(Address)

Carlisle, PA 17013

(717) 249-4422

(Telephone)

NOTICE TO PROCEED

TO: _____ DATE: _____

PROJECT:

Contract No.

You are hereby notified that the above Contract has been awarded to you and you are to commence work in accordance with the Agreement dated _____, on or before _____, and you are to complete all work within _____ consecutive calendar days thereafter. The date of completion of all work is therefore no later than _____.

Borough of Carlisle

By _____
Printed Matthew Candland
Title Borough Manager

You are required to return an acknowledgment of this Notice to Proceed to the Borough of Carlisle, 53 W. South Street, Carlisle, PA 17013.

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged by _____ this _____ day of _____, 20 _____.

By _____
Printed _____
Title _____

NOTE: Failure to return acknowledgment of the Notice to Proceed does not relieve the contractor of conditions imposed by the Agreement.

BOC 5 – 19 PROJECT DESCRIPTION

This work will consist of comprehensive upgrade of the traffic control signalization at the intersection of W. High Street (SR0011) and Orange Street in Carlisle Borough, Cumberland County, Pennsylvania, and will include:

- a. Procurement of all equipment needed for the comprehensive upgrade of the traffic control signalization in accordance with the Pennsylvania of Transportation Signal Permit issued for the intersection. A copy of the signal permit is included as an appendix to the bid documents.
- b. Carlisle Borough will provide the contractor with the FLIR infrared detectors, which are compatible with the Rhythm Insync Processors in use at the intersection. *Due to detection obstruction caused by the railroad bridge overpass, the Borough shall also supply supplemental in-road magnetometer detection devices for the southbound approach to the intersection. These devices shall work in concert with the FLIR detection system. The installation cost of the supplemental magnetometer detection devices shall be included with the overall installation cost of the FLIR detection system.*
- c. Replacement of existing poles and span wires with new signal poles and mast arms.
- d. Installation of new controller cabinet. Contractor shall place new cabinet at the southeast corner of the intersection. (The existing control panel is located in the southwest corner of the intersection).
- e. Complete rewiring of the intersection signalization and lighting, including electric drop. This will include the installation of conduit, as needed to facilitate modifications in strict accordance with the most recent Penn DOT, FHWA and Carlisle borough specifications.
- f. Relocation and replacement of signs, signals, pre-emption devices, detection devices, pedestrian push buttons, communication devices, and all other appurtenances for complete installation of fully functional intersection signalization as designated by the Borough Engineer and in accordance with the signal permit for the intersection.
- g. Placement of thermoplastic road markings in accordance with the signal permit.
- h. Additional related work and materials, as required, to provide a complete traffic signal control system in accordance with the signal permit, compliance with these Contract Documents, with Penn DOT, FHWA and Carlisle Borough requirements, and to achieve Penn DOT final approval.

PROJECT SCHEDULE

The project intersection is within the Carlisle Area School District bus route for students traveling to and from area schools. The Contractor shall make every effort to prevent or minimize disruption to school traffic. *Therefore, no work which requires lane restrictions or closures may be performed prior to June 10, 2019 or after August 23, 2019.* The contractor shall order the poles and anchor bolts, detection system, emergency preemption system, signals and pedestrian push buttons, etc. from suppliers who are capable of delivering the necessary equipment for the contractor to meet this lane restriction or closure time window. The contractor may perform tasks not requiring lane restrictions or closures prior to June 10, 2019 or after August 23, 2019. The Contractor shall be responsible for scheduling inspections with Penn DOT.

It is anticipated the Notice to Proceed will be issued on or about April 12, 2019.

Due to noise ordinance restrictions, the contractor may not begin work which utilizes motor-driven equipment prior to 7:00 a.m., and may not perform such work later than 10:00 p.m., unless prior approval is obtained from the Carlisle Borough Engineer.

PROJECT REQUIREMENTS

1. All materials and labor related to this project shall strictly comply with the most recent applicable standards of Penn DOT, FHWA and Carlisle Borough. No part of these bid documents is intended or shall be construed to conflict with, alter, supersede, diminish or otherwise negate any pertinent provision of said Penn DOT, FHWA or Carlisle Borough standards, or the most recent edition of Signal Permit # 7566.
2. Appropriate documentation to verify compliance with Penn DOT standards is required for all materials and equipment installed during this project. This includes, but is not limited to Certificate of Compliance Form CS-4171, concrete batcher-mixer slips, delivery tickets, verified concrete test cylinder break results, applicable steel manufacturing and procurement documentation, and item invoices.
3. The contractor shall be fully responsible for traffic control throughout the project. Strict adherence to current provisions of MUTCD, Publication 212 and Publication 213 shall be required at all times.
4. Lane closures or restrictions on SR 0011 or SR0641 must be reported daily to the Penn DOT Traffic Management Center at (717)265-7600.
5. All lane closures or restrictions must be reported daily to the Cumberland County Emergency Communications Center at (717)243-4121.
6. Traffic must be maintained at all times. *Complete closure of the roadway is not permitted except for short durations, no longer than absolutely necessary, when, at said times, active work, such as the placement of poles, irrefutably precludes safe passage of traffic.*
7. A mandatory pre-construction meeting will be scheduled by the Borough after Contract Award.
8. The contractor must provide a minimum of seven (7) days notification before starting work.
9. The contractor will NOT be required to obtain Carlisle Borough-issued street excavation or curb/sidewalk permits for this project. A PennDOT Highway Occupancy Permit (HOP) is required for the project. The contractor shall provide to the Carlisle Borough Engineer a detailed, written description of planned activities which warrant the HOP at least twenty-one (21) days in advance of planned performance of those activities. Upon approval of the written description by the Borough Engineer, the Borough will apply for the HOP. The contractor shall comply with all provisions of the HOP.
10. Carlisle Borough does not guarantee access to adjoining properties for contractor use or storage of equipment. The contractor may request permission from the property owner, if desired.
11. The contractor may not park or store vehicles or equipment on Borough roadways overnight or on weekends.
12. The contractor may request to store equipment and materials at the Carlisle Borough Field Operations Facility, located at 7 E. Garland Drive.
13. All workmanship must be guaranteed for at least twelve months after formal Penn DOT project approval. Within that time period, the contractor shall remediate, at no cost to the Borough, any defects, flaws or malfunctions related to contract work.
14. The Contractor shall transport the existing traffic signal poles, after removal, to the Carlisle Field Operations Facility at 7 E. Garland Drive, and the existing poles shall remain property of Carlisle Borough.
15. The contractor shall be responsible for proper disposal of all waste materials not claimed by Carlisle Borough. The Borough Engineer shall have final and undisputed authority regarding possession or disposal of waste or excess materials.
16. The contractor will not be required to remove the entire pole foundations which are to be abandoned, but may demolish and remove the top portion of the foundations to a minimum depth

of 16 “ below the proposed final elevation of the adjoining surface. The remainder of the foundation shall be covered with aggregate, and earthen or bituminous materials as required to match the adjoining area.

17. All work must be completed no later than 160 calendar days after issuance of the Notice to Proceed date. The mandatory inspection by Penn DOT must also be completed by this time.
18. Liquidated damages, if applicable, will be assessed daily if the contractor fails to complete the project within the specified time period. Delays which are directly attributable to inordinate periods of inclement weather, or other mitigating circumstances beyond the contractor’s scope of responsibility or ability to control will not instigate or trigger assessment of liquidated damages. The contractor may request a time extension based on presentation of such factors or circumstances to the Borough Engineer. In all cases, the Borough Engineer’s decision will constitute the final and prevailing determination.
19. Contractor may request partial completion payment to consist solely of foundation installation costs per bid proposal. After Penn DOT inspection and approval, the contractor may request final payment for work completed. No payment will be made for surplus or stored materials. Final project payment will not be issued until Penn DOT approval has been issued, documentation of acceptable concrete cylinder break results has been presented to Carlisle Borough, and restoration of all areas affected by the upgrade project has been completed to the satisfaction of the Borough Engineer.
20. Cylinder breaks must be witnessed by a Borough representative, or must be documented and signed by a representative of the entity performing the breaks.
21. All areas subject to excavation, demolition, or any other alterations must be restored to a condition which is comparable to or better than the pre-project condition.
22. Existing traffic signal pole foundations may remain in place, however the top 16 inches must be demolished and removed to facilitate placement of 2A stone and/or other appropriate materials, as permitted by Borough Engineer, to facilitate restoration in a manner which best conforms to the surrounding area.

SPECIAL PROVISIONS

1. The overall project will include intersection modifications that are extraneous to these contract documents. Said modifications will consist of replacement and relocation of curb and sidewalk along the western side of S. Orange Street to widen the cartway and establish sufficient road width to facilitate a northbound left turn lane. Also, an ADA-compliant handicapped access ramp will be installed on the southwest corner of the intersection. These tasks will be performed under separate contract, or by Borough forces, and must be coordinated with the work described in these bid documents. Every effort will be made to sequence and schedule the curb/sidewalk replacement in consideration of the signal contractor's schedule, and to avoid or minimize inconvenience to and disruption of said schedule. However, the traffic signal contractor will be required to accommodate and cooperate with the efforts and obligations of the concrete contractor. The signal upgrade contractor will not be responsible for restoration or construction of sections of the Orange Street cartway or the car wash parking lot that are adjacent to and necessitated by the curb and sidewalk relocation
2. Prior to award of contract, Carlisle Borough will purchase the following project materials to be installed by the successful bidder :
 - FLIR Infrared detectors, compatible with Rhythm Insync Processor: (4)
 - In-street magnetometer (pods) for supplemental detection of southbound traffic
3. All materials and equipment removed from the site shall remain the property of Carlisle Borough and shall be delivered to the Borough facility at 7 E. Garland Drive.
4. The successful bidder may request permission to re-use select existing signs which appear to be in excellent condition and comply with permit requirements. The Borough Engineer shall make the final determination in all cases.
5. The Contractor must provide electronically to Rick Friebe of the Borough Public Works Department at rfriebe@carlislepa.org certified payroll forms, all required material certifications, shop drawings and steel procurement verification. The Borough Engineer must approve applicable documentation prior to equipment procurement.

EQUIPMENT SPECIFICATIONS

All materials must fully comply with all applicable Pennsylvania Department of Transportation and Borough of Carlisle specifications. Defective or substandard materials will be rejected, and sent back at the bidder's expense.

1. Galvanized steel traffic signal supports. (0951-0140, 0951-0145 and 0951-2145)
 - a. TC 8800 hot-dipped galvanized traffic poles with anchor bolts.
 - b. TC 8800 hot-dipped galvanized traffic pole with 15-foot luminaire arm, 4-inch coupling for mounting rigid Type LB, top hand hole behind mast arm and anchor bolts.
 - c. TC 8800 hot-dipped galvanized traffic pole with 15-foot luminaire arm, top hand hole behind mast arm and anchor bolts.
2. Controller Assembly (0951-1021), NEMA, 2- 8 phase, TS-1, Type 2 mount.
3. GTT Optical pre-emption system, 4-way with LED confirmation lamp, (0954 – 0600)
4. Vehicular signal head with reflective back plates, three (3) section, 12-inch to include mounting hardware and brackets, (0955 – 3208)
5. Vehicular signal head with reflective back plates, five (5) section, 12-inch to include mounting hardware and brackets, (0955 – 3210)
6. LED Pedestrian signal head, Type B., to include mounting hardware and brackets (0955 – 3723)
7. Pedestrian push button, latching, includes control unit, bracket and mounting hardware, (0956 – 0500)

PAY ITEMS

1. Galvanized steel traffic signal supports. (0951-0140, 0951-0145 and 0951-2145)

Description. Provide and install complete and operational traffic signal supports for the mounting of traffic control devices and luminaires. Installation shall include all labor and materials for construction of foundations and placement of supports, mast arms and luminaires. Traffic signal pole foundation shall include all required reinforcement cage, anchor bolts and conduit as needed in compliance with all applicable Penn DOT, FHWA and Carlisle Borough requirements. Hole shall be drilled or excavated to required depth and shall be free of rock, debris or other undesirable materials. Concrete test cylinders shall be molded and broken as required, and test results shall be documented and verified by authorized representative of testing entity. A signed and verified copy of the test results shall be presented to the Borough Engineer or authorized representative. Excavation spoils shall be promptly removed from the site, and any damage to or disruption of the adjoining area shall be restored to a condition equal to or better than the pre—existing condition. Concrete certification/batcher mixer forms must be provided to Borough Engineer prior to submittal of invoice

Measurement and payment. Each, lump sum.

2. Controller Assembly, Type 2. (0951 – 1021)

Description. Provide and install Type 2 controller assembly. Shall include all labor, wiring, cable, connectors and any other appurtenances for complete and fully operational installation, including but not limited to re-use of existing Insync processor, control of traffic signals, vehicle detection, emergency pre-emption, and communication components. Certification documentation, as required, must be submitted to Borough Engineer in advance of submittal of final invoice.

Measurement and payment. Each, lump sum.

3. Junction box, JB-27. (0954 – 0302)

Description. Provide and install quazite junction box, JB-27, as needed to facilitate electrical distribution and conveyance of communication, detection or pre-emption signals for intersection signalization.

Measurement and payment. Each, lump sum.

4. Electrical distribution with Type B Electrical service. (0954 – 0402)

Description. Furnish and install the entire electrical distribution for the control and illumination of traffic signals. Wires, cables, connectors, adapters, conduit, uninterruptible power supply,

directional boring, trenching, backfill, restoration, and other appurtenances or tasks required for complete installation shall be considered incidental to the work, and shall not be paid as separate items.

Measurement and payment. Each, lump sum.

5. Optical pre-emption system. (0954 – 0600)

Description. Furnish and install optical pre-emption system. All wires, cables, adapters, connectors or any other appurtenances necessary to complete a fully functional installation shall be considered incidental to the work, and will not be paid separately.

Measurement and payment. Each, lump sum.

6. Vehicular signal head, three (3) 12 “ sections. (0955 – 3208)

Description. Furnish and install three-section assemblies for the control and illumination of vehicular traffic signals. Installation shall include all wiring, connectors, brackets and any other items required for operation. Install backplates on signals #1 and # 2.

Measurement and payment. Each, lump sum.

7. Vehicular signal head, five (5) 12 “ sections. (0955 – 3210)

Description. Furnish and install five-section assemblies for the control and illumination of vehicular traffic signals. Installation shall include all wiring, connectors, brackets and any other items required for operation of signal heads.

Measurement and payment. Each, lump sum.

8. LED Pedestrian signal head, Type B. (0955 – 3723)

Description. Furnish and install LED, Type B pedestrian signal head. Price will include signal housing, louvers, mounting hardware, brackets, wiring, connectors, and all other items needed for operation.

Measurement and payment. Each, lump sum.

9. Pedestrian push button. (0956 – 0500)

Description. Furnishing and install pedestrian push buttons for activation of LED Type B pedestrian signal head. Price will include brackets, hardware, wires, connectors and all other items necessary for fully functional installation of push buttons.

Measurement and payment. Each, lump sum.

10. Signs and thermoplastic road markings

Description. Provide and install/place signs and road markings as shown on signal permit and as directed by Carlisle Borough Engineer. Certification documentation for all materials must be provided to Borough Engineer in advance of invoice submittal

Measurement and payment. Each, lump sum.

11. FLIR infrared detectors (9999 – 0001) and Supplemental in-road magnetometer detectors.

Description. Complete installation of infrared detectors *to be provided by Carlisle Borough*. Install and mount according to the manufacturer's instructions, align detector as necessary to obtain optimal detection, provide all material, support, and coordination necessary to ensure the remote video access is functioning properly, and provide validation that the detector equipment is properly working. Standard-type *brackets*, connectors, wires, adapters or other appurtenances that may be required for fully functional installation will be considered incidental to the work, and will not be paid separately. *This work shall also include installation of in-road magnetometers for supplemental detection of southbound traffic (materials also to be provided by Carlisle Borough)*

Measurement and payment. Each, lump sum.