

# NEWBERRY TOWNSHIP

## Request for Proposal Traffic Signal and Street Lighting Maintenance and Repair Services

Newberry Township  
1915 Old Trail Road  
Etters, PA 17319

Bid Deadline: September 16, 2020 9:30 AM Prevailing Time  
Bid Opening: September 16, 2020 9:30 AM Prevailing Time

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## General Instructions to Bidders

1. The contract documents shall consist of the advertisement for bids, instructions to bidders, specifications and bid forms all of which are attached
2. All bids shall be submitted on the forms attached.
3. All bids shall be submitted in the place, time and manner described in the advertisement
4. The bidder certifies that the prices in this bid are not either directly or indirectly the result of collusion with any other bidder.
5. All blank spaces in the proposal shall be filled in clearly where indicated, either typed or written in ink. Altering and/or changing any part of this proposal will be sufficient reason for rejection.
6. The contractor agrees to save harmless and fully indemnify Newberry Township and all its officers or agents from all damages, cost or expenses that may be at any time imposed or claimed for infringement of any patent right of any persons, association or corporation as a result of the use by Newberry Township or any of its officers, agents or employees of the article(s) supplied under this contract and of which the contractor is not the patentee, assignee or licensee.
7. No contract may be assigned, sublet or transferred without written consent of the Board of Supervisors of Newberry Township.
8. The contract shall be awarded to the lowest responsible bidder, provided however, that Newberry Township reserves the absolute right in its discretion to determine whether any bid is the equivalent of the specifications listed.

9. Newberry reserves the right to reject all bids, as well as to waive or assert any irregularity or variation in any bid, as it may appear to be in the best interest of the Township.
10. No award shall be made to any bidder who, in the opinion of the Board of Supervisors, is in default on any bid proposal, purchase order or contract with the Township prior to date of the bid proposal under consideration.
11. The amount of the contract shall in all cases, whether of straight sale price, conditional sale, bailment lease or otherwise be the entire amount which the Township shall be required to pay to the successful bidder or his assigns in order to obtain the services and/or property advertised for, and shall not be construed to mean only the amount which it pays to acquire title or to receive any other particular benefit of the whole bargain.
12. Sales tax shall not be computed in the bid price
13. The Board of Township Supervisors may reject all bids not meeting specifications. If a contractor furnishes articles not meeting specifications, and does not replace such articles, or if there is a failure to deliver within the specified time, the Township may contract for the same in the open market, deduct the expense, including any excess in price over that called for the contract from the amount due the contractor. If the amount due the contractor is not sufficient to meet such expenses in excess price paid for, the Township may proceed against the contractor or his sureties under the bond of the surety, by proper action through the Township Solicitor.
14. Any article that is defective or fails in any way to meet the terms of the contract or purchase order will be rejected. The decision of the Board of Supervisors shall be final, and the rejected material will be replaced by and at the expense of the contractor.
15. It is understood that any reference to a manufacturer's product either by trade name or by limited description, has been made solely for more clearly indicating the minimum standard of quality desired. The term "or any approved equal" is defined as meaning any other equal in material,

workmanship and service, and as efficient and economical in operation. An article meeting these conditions may be accepted.

16. Adequate postage to cover mailing must be attached to insure prompt delivery of proposals. Newberry Township will not be responsible, nor will it accept proposals delivered late or with postage due.
17. Bids may not be withdrawn for a period of thirty (30) days after the bid opening.
18. Bids may not deviate from specifications unless they are equal. If bids deviate from the specifications or exceptions to them are taken, justification must be provided why the deviation was necessary.

## SCOPE OF SERVICES

The Contractor shall be required to provide the Township Traffic Signal and Street Lighting Maintenance and Repair Services as per Pennsylvania Department of Transportation Guidelines for the Maintenance and Operation of Traffic Signals Publication 191, October 2010.

### Scope of Work

The Contractor shall have the responsibility to perform preventive maintenance on each traffic signal as shown within contract specification and Penn DOT Publication 191. The Contractor agrees that maintenance and repair shall be performed in accordance with commercial practices, Manufacturers specifications and Warranty requirements. The Contractor shall maintain all traffic signals in optimum operating conditions throughout the agreement period. Street light maintenance to include lights located at signalized intersections only.

The selected Contractor will be required to provide Newberry Township with certified personnel, vehicles, equipment and materials necessary to maintain the Townships traffic signals and related equipment. The selected firm must have the resources and abilities to install various traffic signal poles, controller cabinets and other associated equipment.

### Preventative Maintenance and As-Needed Services

#### 1. Scheduled Preventative Maintenance - Annual Requirement

The Contractor shall perform the annual preventive maintenance to ensure reliability and continuous operation for each identified traffic signal and that such operation should be continuous between each scheduled service. The Preventative Maintenance shall at a minimum include the following but not limited to:

- a) Clean signal controller cabinets and components.
- b) Test all intersections with calibrated conflict monitor tester and provide printed results
- c) Check and repair all field wiring for inadequacies
- d) Check and adjust critical controller settings to ensure proper operation
- e) Check for proper power levels and inspect power supply
- f) Verify controller timing per Penn Dot permit
- g) Verify Strain Pole/mast arm condition
- h) Verify Signal head and mounting hardware condition
- i) Verify Vehicle detection status-including loop, video and radar

- j) Provide an Inspection report detailing each intersection signal and street light condition
  - k) Complete and submit TE-699 to Penn Dot as required
2. Traffic Signal, Traffic Lights and Street Lights Routine Service Call (As Needed Basis) Same Day Service

This category is defined as a traffic signal that is malfunctioning thus requiring an urgent response. Any malfunctioning traffic light repair requires same day response for repairs.

- a) The contractor shall perform the repairs on the same day as receiving the service call notification from the Township Public Works Department and /or representative.
- b) All repairs to be in accordance with normal commercial practices using parts specified by the signal light manufacturer.
- c) Respond and mark all PA ONE CALL request concerning all underground signal light components.
- d) The contractor shall prepare and submit a written report within two business days after performing the services. The report shall include but not be limited to:
  - 1) Date and time of service call;
  - 2) The location of the Traffic signal;
  - 3) The repairs performed
  - 4) The name of the technician performing the repairs

3. Traffic Signal and Repair Emergency Services-2 Hour Response Time

The Contractor shall perform emergency maintenance and repairs that is to include but not be limited to:

- a) Emergency trouble calls physical damage, knockdowns and safety risks at traffic intersections.
- b) Unscheduled maintenance-controller malfunctions, etc.
- c) Loop detector replacement because of construction or traffic related damage
- d) The contractor must have on-call availability 24/7/365 days per year without exceptions.
- e) The contractor shall prepare and submit a written report within two business days after performing the services. The report shall include but not be limited to:
  - 1) Date and time of service call;
  - 2) The location of the Traffic signal;
  - 3) The repairs performed
  - 4) The name of the technician performing the repairs

## Traffic Signal and Control Box Locations

Rt. 382 & Rt. 177 Flashing Light Rt. 382 & I 83 southbound (Exit 32)

Rt. 382/Pines Road & I 83 northbound (Exit 32)

Old Trail Road & I 83 southbound (Exit 33)

Old Trail Road & I 83 northbound (Exit 33)

Old Trail Road & Newberry Parkway

Newberry Parkway & Newberry Pointe access drive

Old Trail Road/Yocumtown Road & Robinhood Drive



The amount of insurance shall be as follows:

|  |  |
|--|--|
| Public Liability (Bodily Injury)       | \$1,000,000 each occurrence<br>\$1,000,000 aggregate |
| Motor Vehicle Liability Bodily Injury  | \$500,000 each person<br>\$500,000 each accident     |
| Property Damage (Except Motor Vehicle) | \$500,000 each occurrence<br>\$500,000 aggregate     |
| Property Damage (Motor Vehicle)        | \$100,000 each accident                              |
| Worker's Compensation                  | As required by law, Employers Liability              |
| Owners Protective Liability            | \$500,000 each occurrence                            |
| Bodily Injury                          | \$500,000 each occurrence                            |
| Property Damage                        | \$500,000 aggregate                                  |

## PERSONNEL AND EQUIPMENT RATE SCHEDULE

Hourly Rate Regular 8:00 AM  
To 4:00 PM Business Hours

Hourly Rate Emergency Response  
Outside Regular Business Hours

|                               |  |  |
|-------------------------------|--|--|
| Technician:<br>IMSA Certified |  |  |
| Laborer                       |  |  |
| Flagger/Safety<br>Personnel   |  |  |
| Other:<br>Please List         |  |  |
| Service Vehicle<br>w/Operator |  |  |
| Bucket Truck<br>w/Operator    |  |  |
| Auger Truck<br>w/Operator     |  |  |
| Other Equipment               |  |  |

Please List w/Operator Cost

**NEWBERRY TOWNSHIP**  
**MUNICIPAL SERVICE AGREEMENT FOR**  
**TRAFFIC CONTROL SIGNALS**

AND NOW, this \_\_\_\_\_ day of \_\_\_\_\_, 2020 by and between  
\_\_\_\_\_, with its principal  
place of business at \_\_\_\_\_  
Hereinafter known as "Contractor";

AND

NEWBERRY TOWNSHIP, 1915 OLD TRAIL ROAD, ETTERS, PA 17319  
Hereinafter known as "Municipality"; and WITNESSETH:

WHEREAS, Municipality and Contractor here to desire to enter into a contract for the maintenance, service and repair of traffic control signals, situated and located in NEWBERRY TOWNSHIP, 1915 OLD TRAIL ROAD, ETTERS, PA 17319

WHEREAS, Municipality has by official and duly authorized action approved this municipal services agreement following a competitive bidding process or through other statute, law or regulation authorizing the services, maintenance and repairs contemplated by this Agreement for the benefit of Municipality, and hereby relies upon said representation for the purposes of providing maintenance, service and repair of traffic control signals and devices for the benefit of Municipality.

NOW, THEREFORE, it is mutually agreed and represented as follows.

1. CONTRACTOR shall be a response and maintenance contractor for the maintenance, service and repair of all traffic control signals within NEWBERRY Township, for the benefit of Municipality during the term of this Agreement. This contract includes:
  - Rt. 382 & Rt. 177 Flashing Light
  - Rt. 382 & I 83 southbound (Exit 32)
  - Rt. 382/Pines Road & I 83 northbound (Exit 32)
  - Old Trail Road & I 83 southbound (Exit 33)
  - Old Trail Road & I 83 northbound (Exit 33)
  - Old Trail Road & Newberry Parkway
  - Newberry Parkway & Newberry Pointe access drive
  - Old Trail Road/Yocumtown Road & Robinhood Drive
  
2. SCOPE OF SERVICES. Contractor shall, subject to the general control of Municipality, render and perform the following services:

- a. Afford Municipality the full benefit of the experience, judgment, advice and assistance of its officers, employees and other members of its organization, in respect to all matters pertaining to the maintenance, service and repair of said traffic control signals.
  - b. Perform any maintenance, service or repair of said traffic control signals necessary to keep said traffic control signals in good working condition including, but not limited to the maintenance set forth in "Commonwealth of Pennsylvania, Department of Transportation, Guidelines for the Maintenance of Traffic Signal Systems" (PUB 191) and updates associated therewith.
  - c. Twenty-four (24) hour on-call emergency service or repair as requested.
  - d. Keep and maintain at all times records pertaining to the maintenance, service or repair performed by Contractor, all of which shall be furnished to Municipality upon reasonable request.
  - e. Make purchases and maintain an inventory of necessary parts and supplies for maintenance, service or repair of said traffic control signals including, but not limited to parts and supplies purchased at the request of Municipality, which are unique to the traffic control signals in Municipality. Contractor shall maintain and require all contractors and subcontractors working at contractors' direction to maintain public liability and workman' s compensation insurance and shall submit certificates therefore to Municipality upon reasonable request.
3. HOURLY RATES. Municipality and Contractor agree that Municipality shall pay in accordance with the attached Personnel and Equipment Rate Sheet as submitted by Contractor.
- a) Regular Business Hours. For the purpose of this Agreement, regular business hours shall be from 8:00am to 4:00pm prevailing time, except for Saturdays, Sundays and legal holidays. Requests for service made outside of regular business hours as defined herein, including calls made on Saturdays, Sundays and legal holidays shall be classified as emergency service requests.
  - b) Payment for Services. Municipality agrees to pay Contractor within a period of thirty (30) days after submission of an invoice by Contractor to Municipality and upon verification by the Municipality that the invoice accurately reflects satisfactory work performed. Payments made by Municipality after a period of thirty (30) days shall include a late fee of one and one-half (1 and <sup>1</sup>/<sub>2</sub>) percent of the total invoice submitted to Municipality by Contractor. Failure of Municipality to pay Contractor in accordance with this subparagraph shall constitute reasonable grounds and basis for Contractor to terminate this Municipal Service Agreement without any further liability, claim or demand for traffic control maintenance, service and repair by Municipality.
  - c) Modifications to Hourly Rates. Nothing herein shall be construed to prohibit Municipality and from amending, modifying or changing the hourly rates paid by Municipality to Contractor by written agreement during the term of this Agreement or any renewal thereafter.

4. SERVICE AUTHORIZATION REOUESTS. Municipality and Contractor agree that Contractor shall be authorized to respond to any request for regular or emergency services upon telephone or other form of request, verbal or written, by any municipal agent, municipal police officer, state police officer, local or county emergency service manager, Pennsylvania Department of Transportation official or other duly authorized agent of Municipality for necessary emergency service or repair of said traffic control signals **within two (2) hours of notification** by the for mentioned authorized individuals.
5. TRAFFIC CONTROL SIGNALS. For purposes of this Agreement, traffic control signals shall be defined as any device, whether manually, electronically or mechanically operated, by which vehicular and/or pedestrian traffic is alternately directed to stop and permitted to proceed.
6. RENEWAL OR TERMINATION OF AGREEMENT. This Agreement shall be in force and effect for a term beginning with the date hereof and shall continue until December 31, 2021. Upon expiration of this Agreement, it shall be automatically renewed for a one (1) year period with respect to all conditions, except the amount to be paid for services, unless written notice of termination is given at least one hundred eighty (180) days prior to the expiration date of this Agreement.
7. MODIFICATIONS/INTERPRETATION. All modifications to the Agreement shall be in writing and signed by the authorized representatives of the parties, and no verbal modification shall be binding or enforceable in any event. For purposes of contract interpretation, this Agreement shall be construed as if prepared for the benefit of both Municipality and
8. BINDNG EFFECT. This Agreement shall be binding upon all parties 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.

**MUNICIPALITY:**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

**Contractor:**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Attest: \_\_\_\_\_

Title: \_\_\_\_\_