



**TRAFFIC SIGNAL COMPONENTS INSTALLATION
& REPLACEMENTS**

**BIDDING DOCUMENTS
SUPPLEMENTAL SPECIFICATIONS**

**TOWN OF LEESBURG
25 WEST MARKET STREET
LEESBURG, VIRGINIA 20176**

AUGUST 13, 2019

**INVITATION FOR BID (IFB)
IFB NO. 52411-FY20-15**

NOTICE OF ADDENDA: Any addenda to this IFB will be posted on the Town's Bid Board (<http://www.leesburgva.gov/bidboard>) and eVA and will only be emailed to those firms who have REGISTERED on the Bid Board. It is the firm's responsibility to provide a correct email address and to be aware of any addenda.

TABLE OF CONTENTS

ADVERTISEMENT FOR BID	6
BID FORM	7-10
BID BOND	11-12
Sample Agreement	13-17
Payment Bond.....	18-19
Performance Bond.....	20-21
INSTRUCTIONS TO BIDDERS	22-34
Description of Services	22
Comments Concerning Specifications (VPPA 2.2-4316).....	22
Incomplete Documents.....	22
Town of Leesburg Business Professional and Occupation License (BPOL).....	22-23
Form and Style of Bids.....	23
Estimated Quantities.....	23
Bid Bond.....	23-24
Submission of Bids.....	24
Modification/Withdrawal of Bid.....	24
Consideration of Bids.....	25
Award	25
Contract Term and Renewal.....	25-26
Prices and Price Adjustment	26
Negotiations with the Lowest Bidder.....	26
Protest	26
Acceptance of Bid (VPPA 2.2-4337).....	26-27
SCC Identification Number (VPPA 2.2-4311.2).....	27
Virginia Contractor’s License Number (Code of Virginia §54.1-1115, A1 and A6).....	27
Compensation and Payment.....	27
Coordination with Utilities.....	27
Contract Time.....	27
Special Requirements	28-29
Contract Items of Work.....	29-33
Maintenance of Traffic.....	34
GENERAL CONDITIONS.....	GC-1 – GC-85
ARTICLE 1: CONTRACT DOCUMENTS	GC-2 – GC-5
1.1 DEFINITIONS	GC-2 – GC-3
1.2 EXECUTION, CORRELATION AND INTENT	GC-3 – GC-5
1.3 OWNERSHIP AND USE OF DOCUMENTS.....	GC-6

ARTICLE 2: OWNER'S PROJECT MANAGER	GC-6
2.1 DEFINITIONS	GC-6
2.2 SERVICES OF THE OWNER'S PROJECT MANAGER.....	GC-6
ARTICLE 3: OWNER.....	GC-7-GC-10
3.1 DEFINITIONS	GC-7
3.2 INFORMATION, SERVICES AND RIGHTS OF THE OWNER.....	GC-7
3.3 OWNER'S RIGHT TO STOP OR TO SUSPEND WORK	GC-7 – GC-8
3.4 OWNER'S RIGHT TO CARRY OUT THE WORK	GC-8 – GC-9
3.5 EXAMINATION OF RECORDS	GC-10
ARTICLE 4: CONTRACTOR.....	GC-11 – GC-35
4.1 DEFINITION.....	GC-11
4.2 REVIEW OF CONTRACT DOCUMENTS	GC-11
4.3 SUPERVISION AND CONSTRUCTION PROCEDURES.....	GC-11 – GC-12
4.4 INSPECTION OF CONSTRUCTION	GC-12
4.5 CONTRACTOR'S REPRESENTATIONS	GC-13 – GC-15
4.6 LABOR AND MATERIALS	GC-15 – GC-20
4.7 WARRANTY	GC-20 – GC-21
4.8 TAXES	GC-21 – GC-22
4.9 PERMITS, FEES AND NOTICES	GC-22
4.10 SUPERINTENDENT	GC-22 – GC-23
4.11 PROJECT SCHEDULES	GC-23 – GC-26
4.12 RESPONSIBILITY FOR COMPLETION	GC-26 – GC-27
4.13 DOCUMENTS, OTHER SUBMITTALS AT THE SITE; AS-BUILT DRAWINGS.....	GC-27
4.14 SHOP DRAWINGS, PRODUCT DATA, SAMPLES AND OTHER SUBMITTALS	GC-27 – GC-30
4.15 CUTTING AND PATCHING OF WORK	GC-30
4.16 DRUG FREE WORKPLACE	GC-30 – GC-31
4.17 NON-DISCRIMINATION IN EMPLOYMENT	GC-31
4.18 SIGNS.....	GC-31
4.19 CLEANING UP.....	GC-32
4.20 ROYALTIES AND PATENTS.....	GC-32
4.21 ANTI-TRUST.....	GC-33
4.22 INDEMNIFICATION	GC-33 – GC-34
4.23 PERSONS AUTHORIZED TO SIGN DOCUMENTS	GC-34
4.24 ASBESTOS	GC-34 – GC-35
4.25 RIGHT TO PUBLISH.....	GC-35
4.26 MATERIALS AND EQUIPMENT LIST	GC-35
ARTICLE 5: SUBCONTRACTORS.....	GC-36 – GC-38
5.1 DEFINITIONS	GC-36
5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK	GC-36 – GC-37

5.3	SUBCONTRACTUAL RELATIONS.....	GC-37
5.4	QUALIFICATION SUBMITTALS	GC-37 – GC-38
ARTICLE 6: WORK BY OWNER OR BY SEPARATE CONTRACTORS..... GC-39 – GC-40		
6.1	OWNER'S RIGHT TO PERFORM WORK AND TO AWARD SEPARATE CONTRACTS	GC-39
6.2	MUTUAL RESPONSIBILITY	GC-39
6.3	OWNER'S RIGHT TO PERFORM DISPUTED WORK.....	GC-40
6.4	COORDINATION OF THE WORK	GC-40
ARTICLE 7: MISCELLANEOUS PROVISIONS		
7.1	GOVERNING LAW	GC-41
7.2	SUCCESSORS AND ASSIGNS.....	GC-41
7.3	CLAIMS FOR DAMAGES.....	GC-42
7.4	DISPUTES	GC-42
7.5	TESTS	GC-43 – GC-44
7.6	UNENFORCEABILITY OF ANY PROVISION	GC-44
7.7	AVAILABILITY OF LANDS.....	GC-44
7.8	NONEXCLUSIVITY OF REMEDIES.....	GC-44
ARTICLE 8: TIME		
8.1	DEFINITIONS	GC-45
8.2	PROGRESS AND COMPLETION	GC-46
8.3	DELAYS AND EXTENSIONS OF TIME	GC-46 – GC-49
ARTICLE 9: PAYMENTS AND COMPLETION.....		
9.1	CONTRACT PRICE	GC-50
9.2	SCHEDULE OF VALUES	GC-50
9.3	APPLICATIONS FOR PAYMENT.....	GC-51 – GC-53
9.4	CERTIFICATES FOR PAYMENT	GC-53
9.5	PROGRESS PAYMENTS	GC-53 – GC-55
9.6	PAYMENTS WITHHELD.....	GC-55 – GC-56
9.7	SUBSTANTIAL COMPLETION	GC-56 – GC-57
9.8	FINAL COMPLETION AND FINAL PAYMENT	GC-57 – GC-59
9.9	PARTIAL OCCUPANCY OR USE	GC-59
ARTICLE 10: PROTECTION OF PERSONS AND PROPERTY		
10.1	SAFETY PRECAUTIONS AND PROGRAMS.....	GC-60
10.2	SAFETY OF PERSONS AND PROPERTY	GC-60 – GC-63
10.3	EMERGENCIES	GC-63
ARTICLE 11: BONDS AND INSURANCE.....		
11.1	BONDS	GC-64
11.2	CONTRACTOR'S LIABILITY INSURANCE	GC-65 – GC-67
11.3	WAIVERS OF SUBROGATION	GC-68

11.4	ADDITIONAL INSURANCE PROVISIONS	GC-68
ARTICLE 12:	CHANGES IN THE WORK.....	GC-69 – GC-77
12.1	CHANGES IN THE WORK.....	GC-69
12.2	FIELD ORDER	GC-69
12.3	REQUEST FOR PROPOSAL.....	GC-69 – GC-70
12.4	PROPOSED CHANGE ORDER	GC-70
12.5	CHANGE ORDER	GC-71 – GC-73
12.6	UNILATERAL CHANGE ORDER.....	GC-73
12.7	DECREASES AND WORK NOT PERFORMED	GC-73 – GC-74
12.8	CHANGES IN LINE AND GRADE.....	GC-74 – GC-75
12.9	DIFFERING SITE CONDITIONS.....	GC-75
12.10	CLAIMS FOR ADDITIONAL COST AND/OR TIME	GC-76
12.11	ATTORNEYS' FEES AND OTHER EXPENSES	GC-76 – GC-77
ARTICLE 13:	UNCOVERING AND CORRECTION OF WORK.....	GC-78 – GC-79
13.1	UNCOVERING OF WORK	GC-78
13.2	CORRECTION OF WORK	GC-78 – GC-79
13.3	ACCEPTANCE OF DEFECTIVE OR NON-CONFORMING WORK.....	GC-79
ARTICLE 14:	TERMINATION OF THE CONTRACT.....	GC-80 – GC-85
14.1	TERMINATION FOR THE CONVENIENCE OF THE OWNER	GC-80
14.2	ALLOWABLE CONVENIENCE TERMINATION COSTS	GC-80 – GC-81
14.3	DEFAULT TERMINATION	GC-82 – GC-83
14.4	GENERAL TERMINATION PROVISIONS	GC-83 – GC-85
Fiber and Conduit Requirements and Specifications		1 – 11

END OF TABLE OF CONTENTS



**TOWN OF LEESBURG
ADVERTISEMENT FOR BID**

**IFB NO. 52411-FY20-15
TRAFFIC SIGNAL COMPONENTS INSTALLATION & REPLACEMENTS**

SEALED BIDS to construct the above project WILL BE RECEIVED by the Office of Capital Projects for the Town of Leesburg, either by mail or hand delivered to the First Floor Lobby Receptionist, 25 West Market Street, Leesburg, VA 20176, **UNTIL BUT NO LATER THAN 3:30 P.M. ON WEDNESDAY, AUGUST 28, 2019.** Bids shall be marked “Sealed Bid for Traffic Signal Components Installation & Replacement Bid Date–Wednesday, August 28, 2019 – 3:30 P.M.” Bids will be opened and read aloud at 25 West Market Street, Lower Level Conference Room 2, at that date and time.

All questions regarding this bid must be submitted in writing via email to CapitalBidQuestions@leesburgva.gov until but no later than 5:00 P.M. on Tuesday, August 20, 2019.

The work includes providing and/or installing traffic signal equipment such as loop detectors, conduits, cables, tether wires, pre-emption equipment, signal heads, pedestrian signals, video equipment, and other related traffic signal work as required by the Town. This project requires a Level II technician certified by the International Municipal Signal Association be present for all work performed under this contract.

This is a one-year contract, renewable for up to four additional one-year contract terms. The Town reserves the right to perform all, part, or none of the work.

Bid Documents are available for download from the Town’s Bid Board at <http://www.leesburgva.gov/bidboard>. Contact Cindy Steyer at 703-737-2302 or csteyer@leesburgva.gov with questions about obtaining these bid documents. **Any addenda issued for this project will be posted on the Town’s Bid Board and eVA (<https://eva.virginia.gov>) with a courtesy email to those firms who have registered on the Town’s Bid Board. It is the bidders’ responsibility to provide a correct email address and to be aware of any addenda.**

Terry Yates, P.E., Manager
Office of Capital Projects

BID FORM
IFB NO. 52411-FY20-15
TRAFFIC SIGNAL COMPONENTS INSTALLATION & REPLACEMENTS

SUBMIT A SIGNED BID FORM BY MAIL OR IN PERSON

**FORMAL BIDS WILL BE DUE NO LATER THAN:
 3:30 P.M. ON WEDNESDAY, AUGUST 28, 2019**

The undersigned agrees to furnish all necessary labor, equipment, materials, and all things necessary to perform the work as set forth in accordance with the plans and specifications at the following prices.

SUBMITTED BY:

Vendor Name:	
Address:	
City/State/Zip:	
Authorized Signature:	
Print Name and Title:	
Telephone No.:	Tax ID Number (FIN/SSN):
State Corporation ID#:	IMSA Level II Technician
VA. Contractor License #:	Name:
	Certification No.:
Tax ID Number (FIN/SSN):	
Vendor is a: (Insert name of state): _____	
<input type="checkbox"/> Corporation <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Ltd. Liability Company <input type="checkbox"/> General Partnership <input type="checkbox"/> Unincorporated Assoc. <input type="checkbox"/> Sole Proprietorship	
E-mail:	Leesburg BPOL #:

ADDENDA

Bidder acknowledges receipt of the following ADDENDA, which have been considered in the preparation of this bid.

Addendum No. _____
 Addendum No. _____
 Addendum No. _____
 Addendum No. _____

Dated: _____
 Dated: _____
 Dated: _____
 Dated: _____

BID FORM

Item No.	Description	Unit of Measure	Estimated Quantity	Unit Price	Extended Price
1	2" PVC Conduit, complete in place including bedding and backfill – Supply and Install	LF	500		
2	3" PVC Conduit, complete in place including bedding and backfill – Supply and Install	LF	500		
3	4" PVC Conduit, complete in place including bedding and backfill – Supply and Install	LF	500		
4	4" PVC Conduit, Bored, complete in place – Supply and Install	LF	250		
5	14-2C (S) Shielded Conductor Cable - Supply and Install	LF	1,000		
6	14-7C Conductor Cable, Supply and Install	LF	1,000		
7	Video Control Cable-16/3 Power & 8281 Belden Coaxial - Supply and Install	LF	500		
8	#6 Ground (EGC) – Supply and Install	LF	250		
9	Test Pits, including excavation and restoration	EA	10		
10	1310 nm Fiber Optic Cable (Min. 24 Fibers) - Supply and Install	LF	3,500		
11	Fiber Optic Termination and Testing Certification (per 12 fiber) Type 1	EA	4		
12	Fiber Optic Termination and Testing Certification (per 24 fiber) Type 2	EA	4		
13	Cat 5e Shielded Cable – Supply and Install	LF	1,000		
14	OPTICOM Cable GTT 134 - Supply and Install	LF	1,000		
15	OPTICOM Detector Eye with confirmation lights – Install Only (Town Provided)	EA	2		
16	Pan-Tilt-Zoom (PTZ) Camera including all mounting hardware/access hole and incidentals - Supply and Install	EA	2		
17	Video Detection Camera, including all brackets & 84 gusset tube and incidentals – Install Only (Town Provided)	EA	2		

Item No.	Description	Unit of Measure	Estimated Quantity	Unit Price	Extended Price
18	Junction Box, VDOT Standard JB - S1 (13" X 24"), VDOT Pre-Approved #219 402 03 – Supply and Install	EA	6		
19	Junction Box, VDOT Standard JB - S2 (17" X 30"), VDOT Pre-Approved #219 402 02 – Supply and Install	EA	2		
20	Junction Box, VDOT Standard JB - S3 (24" X 36"), VDOT Pre-Approved #219 402 01 – Supply and Install	EA	4		
21	3-Section LED Signal Head with polycarbonate backplate on mast arm or span (includes new astro-brac or span hanger), wiring, and removal of old signal head if applicable - Supply and Install	EA	4		
22	5-Section LED Signal Head with polycarbonate back plate on mast arm or span (includes new astro-brac or span hanger), wiring, and removal of old signal head if applicable - Supply and Install	EA	4		
23	Pedestrian Signal Head (Yellow or Black), LED, VDOT Standard SP-8 – Supply and Install	EA	2		
24	Pedestrian Pole (Aluminum Finish), VDOT Standard PF-2 - Supply and Install	EA	1		
25	Pedestrian Pole (Black Powder-coated Finish), VDOT Standard PF-2 - Supply and Install	EA	1		
26	Pedestrian Signal Push Button "Polara Bulldog III" (Yellow or Black), VDOT Standard PA-1, 2, 3, or 4, including all conduit, conductor, grounding and incidentals, with Sign R10-3E – Supply and Install	EA	4		
27	Pedestal Pole Concrete Foundation, VDOT Standard PF-2, including excavation, backfill and incidentals – Supply and Install	EA	2		
28	Power Source, VDOT Standard SE-5 (Meter / Disconnect Switch Pole) - Supply and Install	EA	1		
29	6' X 40' Loop Detector, VDOT Standard TD-1A, including saw cut, wire, sealant, 1" PVC Conduit to hand hole, and all incidentals – Supply and Install	EA	10		
30	6' X 6' Loop Detector, VDOT Standard TD-1B, including saw cut, wire, sealant, 1" PVC Conduit to hand hole, and all incidentals – Supply and Install	EA	10		
31	¼" Tether Wire, VDOT Standard TA-1, including clamps, and incidentals – Supply and Install	LF	1,000		

Item No.	Description	Unit of Measure	Estimated Quantity	Unit Price	Extended Price
32	Remove and Replace Existing Cabinet Assembly (Cabinet, Controller, UPS, and other incidental equipment), Return Cabinet and Equipment to Town Shop, Deliver Town-provided Cabinet and Equipment from Town Shop to Signal Site, and Complete Installation	EA	4		
33	Bucket Truck with Operator	HR	12		
34	Level II Cabinet Technician for Cabinet Troubleshooting	HR	10		
35	Provide and install electrical service, cabinet, and/or signal pole ground array to meet <25ohm; includes ground rod, excavation, bond wire, cad weld and reading report	EA	10		
36	1-1/2" PE or HDPE conduit (bored or trench excavation with bedding and backfill) – supply and install	LF	5,000		
37	Travel time to and from work site, for emergency call out work only	HR	12		
38	Supply and install 360 CMOS video detection camera and processor with extender; complete installation – 1 camera system	EA	1		
39	Supply and install 360 CMOS video detection camera and processor with extenders; complete installation – 2 camera system	EA	1		
TOTAL BID PRICE (SUM OF EXTENDED PRICES OF ITEMS 1 THROUGH 39)					

BID BOND

BOND NO. _____

AMOUNT: \$ _____

KNOW ALL MEN BY THESE MEN PRESENTS, that _____ hereinafter called the PRINCIPAL, and _____ a corporation duly organized under the laws of the State of _____ having its principal place of business at _____ in the State of _____ and authorized to do business in the Commonwealth of Virginia, as SURETY, are held and firmly bound unto _____, as OWNER, hereinafter called the OBLIGEE, in the sum of _____ DOLLARS (\$ _____) for the payment for which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the PRINCIPAL is herewith submitting his or its Bid Proposal for _____ said Bid Proposal, by reference thereto, being hereby made a part hereof.

NOW THEREFORE,

- (A) If the bid shall remain open for a period of not less than 60 days following opening of the bids and be rejected, or in the alternate,
- (B) If the bid shall remain open for a period of not less than 60 days following opening of the bids and be accepted and the PRINCIPAL shall execute and deliver a Contract in the form of Contract attached hereto (properly completed in accordance with the bid) and shall furnish a performance and payment deposit or surety bond for his faithful performance of the Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith,
- (C) 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 said amount of this obligation as herein stated. Provided, however, that in addition to the amount of this obligation as herein stated, the SURETY shall be liable for all costs and attorney's fees incurred by the OBLIGEE in enforcing the obligations hereunder.

The SURETY, for value received, hereby stipulates and agrees that the obligation of the 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 the SURETY does hereby waive notice of such extension.

IN WITNESS WHEREOF, the PRINCIPAL and the SURETY have hereunto set their hands and seals, and have executed this instrument 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.

Signed and sealed this _____ day of _____, 20_____ .

PRINCIPAL

By _____

SURETY

By _____
Attorney-In-Fact

IMPORTANT: The SURETY executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the Commonwealth of Virginia.

END OF SECTION

SAMPLE AGREEMENT

THIS AGREEMENT, dated this _____ day of _____, 20__ is between the Town of Leesburg (hereinafter called "TOWN" or "Owner") and _____ (hereinafter called "CONTRACTOR"). TOWN AND CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

1. **WORK**

1.1 The project's name is _____, project # _____.

1.2 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The project includes _____
_____.

2. **OWNER'S REPRESENTATIVES**

2.1 All references to the Owner's Chief Procurement Officer shall mean: _____.

2.2 All references to the Owner's Project Manager or ENGINEER shall mean: _____, who shall have the sole responsibility for clarifying any ambiguities.

3. **CONTRACT TIME AND LIQUIDATED DAMAGES**

3.1 Time of the Essence

A. All time limits for Interim Completion, Milestones, Substantial Completion, and Final Completion as stated in the Contract Documents are of the essence of the Contract.

B. Contract Time: The Work to be performed under this Contract shall be commenced after issuance of the Notice to Proceed and Substantial Completion shall be achieved within the schedule established for each task order.

3.2 Liquidated Damages

A. TOWN and CONTRACTOR recognize that time is of the essence of this Agreement and the TOWN will suffer financial loss if the Work is not completed within the time specified in Paragraph 3.1 above, plus any extensions thereof allowed in accordance with the General Conditions, Article 8, "TIME." Contractor recognizes the delays, expense, and

difficulties involved in proving in a legal or other dispute resolution proceeding the actual loss suffered by TOWN if the Work is not completed on time. Accordingly, instead of requiring any such proof, TOWN and CONTRACTOR agree that as liquidated damages for delay, but not as a penalty, CONTRACTOR shall pay the TOWN as follows:

- a. For each day that expires after the time established to achieve Substantial Completion as specified above, CONTRACTOR shall pay TOWN liquidated damages in the amount of \$_____ .
- b. For each day that expires after the time established to achieve Final Completion as specified above, CONTRACTOR shall pay TOWN liquidated damages in the amount of \$_____ .
- c. [Insert liquidated damage rate for and Interim or Milestone dates.]

B. CONTRACTOR hereby waives any defense as to the validity of any liquidated damages stated in this Agreement as they may appear on the ground that such liquidated damages are void as penalties or are not reasonably related to actual damages.

C. TOWN may recover liquidated damages by deducting the amount owed from progress payments, final payment or retainage.

4. **CONTRACT PRICE**

4.1. *[If Fixed Price]* In consideration of the Performance of the Contract, the Owner agrees to pay the Contractor as compensation for his services the firm, fixed price of: _____ Dollars and _____ Cents (\$_____).

4.2. *[If Unit Price]* In consideration of the Performance of the Contract, the Owner agrees to pay the Contractor as compensation for his services in accordance with the Bid Form and Contract Documents, which are included as Exhibits to this Agreement, an amount equal to the sum of the itemized prices as shown for each item of work multiplied by the actual quantity of each item completed:

A. Total Computed Price used for Comparison and Award:

(Words)
\$ _____
(Figures)

All specific cash allowances are included in the above price and have been computed to include the Contractors profit, overhead, all furnishing and installation charges.

This is a unit price contract and the estimated quantities are not guaranteed and are given only as a basis of calculation for comparing and awarding the project. The determinations of actual quantities and classifications are to be made by Project Manager, as provided in the General Conditions, Article 9. The Total Computed Price used for Comparison and Award will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately defined item times the estimated quantity for each item as indicated on the bid form. Notwithstanding the language of this paragraph, the contract price shall not exceed \$_____without further authorization.

5. **INTEREST**

- 5.1 The TOWN will pay on all amounts owed to the CONTRACTOR accordance with Sections 2.2-4354 and 2.2-4355 of the Virginia Public Procurement Act.
- 5.2 The rate of interest charged shall be the base rate on corporate loans (prime rate) at large United States money center commercial banks as reported daily in the publication entitled The Wall Street Journal. Whenever a split prime rate is published, the lower of the two rates shall be used.

6. **CONTRACT DOCUMENTS**

- 6.1 The Contract Documents which comprise the entire Agreement between TOWN and CONTRACTOR concerning the Work are defined as follows:
 - A. This Agreement (Pages 1 to 5);
 - B. Payment Bond (Pages 6 to 7);
 - C. Performance Bond (Pages 8 to 9);
 - D. Insurance Certificate (Attached);
 - E. CONTRACTOR'S Bid (Attached);
 - F. Bidding Documents (by reference) including:
 - 1. Advertisement for Bids;
 - 2. Instructions to Bidders;
 - 3. General Conditions;
 - 4. Specifications;
 - 5. Supplemental Specifications;

6. Construction Drawings prepared by _____ bearing the following title:

- _____(Sheets ____ through ____) approved

7. Addenda _____

G. Deliverables issued on or after the effective date of the Agreement and are not attached hereto:

1. Notice to Proceed
2. Written Amendments
3. Work Change Directives
4. Change Orders

7. **Notice**

The term "Notice" as used herein shall mean and include written notice. Any legal notice by any party shall be deemed to have been duly given if either delivered personally or enclosed in a registered, postage paid envelope addressed to:

The Owner:

The Owner's Project Manager:

The Contractor:

IN WITNESS WHEREOF, TOWN and CONTRACTOR have signed two copies of this Agreement. All portions of the Contract Documents have been signed or identified by TOWN and CONTRACTOR.

OWNER
TOWN OF LEESBURG
25 West Market Street
Leesburg, VA 20176

CONTRACTOR

By _____
Town Manager

By _____
President

Date _____

Date _____

License No: _____

[CORPORATE SEAL]

Approved as to Form:

Town Attorney

Resolution authorizing execution of Agreement is attached hereto.

Agent for service of process:

(If CONTRACTOR is a corporation attach evidence of authority to sign.)

VIRGINIA PAYMENT BOND

BOND NO. _____

AMOUNT: \$ _____

KNOW ALL MEN BY THESE PRESENTS, that _____
of _____ hereinafter called the CONTRACTOR
(Principal), and _____

a corporation duly organized and existing under and by virtue of the laws of the State
of _____, hereinafter called the SURETY, and authorized to
transact business within the Commonwealth of Virginia, as SURETY, are held and firmly bound
unto The Town of Leesburg as OWNER (Obligee), in the sum of:

_____ DOLLARS (\$ _____), lawful money
of the United States of America, for the payment of which, well and truly be made to the
OWNER. The CONTRACTOR and the SURETY bind themselves and each of their heirs,
executors, administrators, successors, and assigns, jointly and severally, firmly by these presents
as follows:

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

WHEREAS, the CONTRACTOR has executed and entered into a certain Contract hereto
attached with _____, naming the OWNER as beneficiary, dated this
_____ day of _____, 20 _____,
for: _____

NOW, THEREFORE, the CONTRACTOR shall promptly make payment to all persons, firms,
subcontractors, and corporations furnishing materials for or performing labor in the prosecution
of the work provided for in the Contract, and any authorized extension or modification thereof,
including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on
machinery, equipment, and tools consumed or used in connection with the construction of the
work, and all insurance premiums on the work, and for all labor performed in the work, whether
by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force
and effect.

Furthermore, the SURETY, for value received, hereby stipulates and agrees that no change,
extension of time, alteration, or addition to the terms of the Contract Documents or to the work to
be performed there under, or the Specifications accompanying the same, shall in any way 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 Documents.

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

IN WITNESS WHEREOF, the above parties bounded together have executed this instrument this _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

CONTRACTOR

By _____(Seal)

Attest

SURETY

By _____(Seal)

Attest

NOTE: Date of bond must not be prior to date of Contract. If CONTRACTOR is a partnership, all partners should execute bond.

IMPORTANT: The SURETY named on this bond shall be one who is licensed to conduct business in the Commonwealth of Virginia, and named in the current list of Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies, as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All bonds signed by an agent must be accompanied by a certified copy of the authority to act for the SURETY at the time of the signing of this bond.

VIRGINIA PERFORMANCE BOND

BOND NO. _____

AMOUNT: \$_____

KNOW ALL MEN BY THESE PRESENTS, that _____

of _____

hereinafter called the CONTRACTOR (Principal), and _____

_____ a corporation duly organized and existing under and by virtue of the laws of the State of _____, hereinafter called the SURETY, and authorized to transact business within the Commonwealth of Virginia, as SURETY, are held and firmly bound unto The Town of Leesburg as OWNER (Obligee), in the sum of:

_____ DOLLARS (\$ _____), lawful money of the United States of America, for the payment of which, well and truly be made to the OWNER. The CONTRACTOR and the SURETY bind themselves and each of their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents as follows:

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

WHEREAS, the CONTRACTOR has executed and entered into a certain Contract hereto attached with _____, naming the OWNER as beneficiary, dated this _____ day of _____, 20 _____,

for: _____

NOW, THEREFORE, the CONTRACTOR shall at all times duly, promptly, and faithfully perform the Contract and any alteration in or addition to the obligations of the CONTRACTOR arising there under, including the matter of infringement, if any, of patents or other proprietary rights, and shall assure all guarantees against defective workmanship and materials, including the guarantee period following final completion by the CONTRACTOR and final acceptance by the OWNER and comply with all covenants therein contained in the Specifications, Drawings, and other Documents constituting a part of the Contract required to be performed by the CONTRACTOR, in the manner and within the times provided in the Contract, and shall fully indemnify and save harmless the OWNER from all cost and damage which it may suffer by reason or failure so to do, and shall fully reimburse and repay it all outlay and expenses which it may incur in making good any default, and reasonable counsel fees incurred in the prosecution of

or defense of any action arising out of or in connection with any such default, then this obligation shall be void; otherwise to remain in full force and effect.

Furthermore, the SURETY, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract Documents or to the work to be performed there under, shall in any way 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 Documents.

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

IN WITNESS WHEREOF, the above parties bounded together have executed this instrument this _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

CONTRACTOR

By _____(Seal)

Attest

SURETY

By _____(Seal)

Attest

NOTE: Date of bond must not be prior to date of Contract. If CONTRACTOR is a partnership, all partners should execute bond.

IMPORTANT: The SURETY named on this bond shall be one who is licensed to conduct business in the Commonwealth of Virginia, and named in the current list of Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies, as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All bonds signed by an agent must be accompanied by a certified copy of the authority to act for the SURETY at the time of the signing of this bond.

INSTRUCTIONS TO BIDDERS

DESCRIPTION OF SERVICES

The work to be performed shall include providing and/or installing traffic signal equipment. Signal equipment includes, but is not limited to: loop detectors; conduits; cables; tether wires; pre-emption equipment; signal heads; pedestrian signals and buttons; and video equipment. Other work related to traffic signals may also be required at the direction of the Town. This contract requires a Level II technician certified by the International Municipal Signal Association (IMSA) to be present for all work performed under or as a part of this contract.

COMMENTS CONCERNING SPECIFICATIONS (VPPA 2.2-4316)

General and Technical questions relating to this solicitation shall be submitted in writing to the Office of Capital Projects by email at CapitalBidQuestions@leesburgva.gov. Please put the title of this IFB in the subject line of the email.

If any questions or responses require revisions to the solicitation as originally published, such revisions will be by formal addendum only. Bidders are cautioned that any written or oral representations made by any Town representative or other person that appear to change materially any portion of the solicitation shall not be relied upon unless subsequently ratified by a written addendum to this solicitation issued by the Office of Capital Projects. For determination as to whether an oral or written representation of any Town representative or other person requires that an addendum be issued, contact the Manager, Office of Capital Projects in writing by e-mail at CapitalBidQuestions@leesburgva.gov.

INCOMPLETE DOCUMENTS

The Contractor, as a bidder, is responsible for having determined the accuracy and completeness of bid documents upon which it relied in making its bid, and having notified the Manager, Office of Capital Projects immediately upon discovery of an apparent inaccuracy, error in, or omission of any pages, drawings, sections, or addenda whose omission from the documents was apparent from a reference or page numbering in the bidding documents.

If the Contractor proceeds with any activity that may be affected by an inaccuracy, error in, or omission described above, of which it has not notified the Manager, Office of Capital Projects, the Contractor hereby agrees to perform any work described in such missing or incomplete documents at no additional cost to the Town.

TOWN OF LEESBURG BUSINESS PROFESSIONAL AND OCCUPATION LICENSE (BPOL)

Bidders do not have to obtain a BPOL license in order to submit a bid to the Town; however, the successful bidder must obtain a license, if applicable, prior to award of the contract.

The successful bidder must comply with the provisions of Section 20-233 (License requirement) of the Town of Leesburg Code, if applicable. For information on the provisions of this chapter

and its applicability to this Contract, contact the Town of Leesburg Accounting Associate, Finance Department, Town of Leesburg, Virginia, at telephone number 703-771-2723 or email BusinessLic@leesburgva.gov.

FORM AND STYLE OF BIDS

The Bids shall be submitted on forms identical to the Bid Form included with the Bidding Documents, and all blanks on the Bid Form shall be filled in by a typewriter or manually in ink. Where so indicated by the makeup of the Bid Form, sums shall be expressed in both words and figures, and in case of discrepancy between the two, the amount written in words shall govern. Any interlineations, alterations, and erasures must be initialed by the signer of the Bid.

Each copy of the Bid shall include the legal name of the Bidder and a statement that the Bidder is a sole proprietor, partnership, corporation, or other legal entity. Each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give the state of incorporation and have the corporate seal affixed. All names shall be typed or printed in ink below the signatures. The address, phone number and email address for communication regarding the bid shall be shown.

The Bid shall contain evidence of the Bidder's authority to do business in the Commonwealth of Virginia. Bidder's Virginia State Contractor license number shall also be shown on the Bid form.

ESTIMATED QUANTITIES

Estimated quantities provided within are reflective of past usage and proposed usage only. The Contractor shall supply at bid prices actual quantities as ordered, regardless of whether such total quantities are more or less than those shown on the bid form. Factors that may contribute to the actual quantities, frequencies of service and/or level of work include, but are not limited to, Executive Orders, weather events, Department directives affecting changes in funding allocated for the services described in this solicitation. The quantities are estimates only and the Town does not guarantee that the Contractor(s) will perform the estimated quantities. At the Town's sole discretion, any or all of the quantities may be added or eliminated and by signing this bid, the bidder agrees that no claims for Contractor costs or damages will be allowed for an increase, decrease or elimination of the estimated quantities.

BID BOND

Each bid shall be accompanied by a bid security (on enclosed form or cashier's check), in the amount of five percent (5%) of the bidder's Total Bid Price, pledging that the Bidder will enter into a Contract with the TOWN on the terms stated in the Bid. Should the Bidder refuse to enter into such Contract the amount of the bid security shall be forfeited to the TOWN as liquidated damages, not as a penalty. The amount of the bid security shall not be forfeited to the TOWN in the event the TOWN fails to prove financial capability if requested in writing by the successful bidder. Pursuant to VPPA Section 2.2-4336.

The TOWN will have the right to retain the bid security of Bidders to whom an award is being

considered until either (a) the Contract has been executed or (b) the specified time has elapsed so that Bids may be withdrawn, or (c) all Bids have been rejected.

SUBMISSION OF BIDS

One paper copy of the Bid, the bid security, and other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope is to be addressed to the party receiving the Bids and is to be identified with the Project name, the Bidder's name and address, and Contractor's Virginia License number. **If the Bid is sent by mail, the sealed envelope is to be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.**

The Town of Leesburg will accept bids at the designated location prior to the time and date of the receipt of Bids. Bids received after the time and date for receipt of Bids will be returned unopened. The official time will be deemed to be that of the Town of Leesburg.

The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids. Bids received in any other format than specified are invalid, and will not receive consideration.

MODIFICATION/WITHDRAWAL OF BID

A Bid may not be modified, withdrawn, or cancelled by the Bidder during the stipulated time period following the time and date designated for the receipt of Bids, and each Bidder so agrees in submitting a Bid.

Prior to the time and date designated for receipt of Bids, a Bid submitted may be modified or withdrawn by notice to the party receiving Bids at the place designated for receipt of Bids. Such a notice shall be in writing over the signature of the Bidder and shall be received on or before the date and time set for receipt of Bids. A change must indicate which Bid shall be governed and shall be so worded as not to reveal the amount of the original Bid.

Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids, provided that they are then fully in conformance with these Instructions to Bidders.

Bid security, if required, shall be in an amount sufficient for the Bid as modified or resubmitted.

If within two (2) business days after Bids are opened any Bidder files a duly signed written notice, accompanied by original work papers, with the TOWN that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. This procedure shall follow Section 2.2-4330(B)(1) of the Virginia Public Procurement Act (VPPA). Thereafter, if the Work is re-bid, that Bidder will be disqualified from further bidding on the Work.

CONSIDERATION OF BIDS

The TOWN shall have the right to reject any or all Bids, reject a Bid not accompanied by a required bid security or by other data required by the Bidding Documents, or reject a Bid, which is in any way incomplete or irregular.

After the bids are opened and publicly read aloud, the Town will recalculate the arithmetic of all bids. The recalculation will consist of the following:

1. The Extended Price will be the Quantity x Unit Price. The accuracy of this calculation will be verified for all unit price items of work. All mathematical errors will be corrected to arrive at the correct extended price. If no price is shown for the Unit Price, it is assumed to be zero.
2. The sum of all extensions will be calculated and any mathematical errors will be corrected.
3. If there are multiple sections to the bid, for example the Total Base Bid = Section 'A' + 'B', the sum of the sections will be calculated. All mathematical errors will be corrected.

The corrected price and correct sum thereof will be used to determine the lowest responsive, responsible bidder and will become the value of the recommended contract award.

AWARD

It is the intent of the TOWN to award one or more Contracts to the lowest responsive and responsible Bidder(s), in an amount(s) that do not exceed the funds available. The TOWN shall have the right to waive informalities in a Bid received and to accept the Bid(s), which, in its judgment, is in the TOWN's best interest.

The Town reserves the right to award multiple contracts to ensure that the Town has a contractor available to respond to emergency situations that occur within the Town.

Notice of Intent to Award a contract resulting from the solicitations for bids will be posted on the Public Notice Board at 25 W. Market Street, Leesburg, VA and on the Town's Bid Board (<https://www.leesburgva.gov/bidboard>).

CONTRACT TERM AND RENEWAL

The initial term of the contract is one year. This contract may be renewed at the expiration of its initial term for up to four (4) additional one-term years upon written agreement of both parties. Notice of intent to renew will be given to the Contractor in writing by the Town approximately sixty (60) days before the expiration date of the current Contract.

It should be noted that renewable Contracts may be continued each fiscal year only after funding appropriations and program approval have been granted by the Leesburg Town Council. In the event that the Leesburg Town Council does not grant necessary funding appropriation/program approval, then the affected multi-year Contract will become null and void, effective July 1 of the

fiscal year for which such approvals have been denied.

PRICES AND PRICE ADJUSTMENT

All prices shall include all charges that may be imposed in fulfilling the terms of this Contract.

The bidder warrants that the prices stated in its bid shall remain firm for the original Contract period. If the Contractor's costs are changed after the original period, the Contract prices may be adjusted at the time of renewal, upon approval of the Contractor's written request to the Town. The Contractor's written request to the Town must explain fully the reasoning/justification, including any backup materials, for the requested price adjustments.

NEGOTIATIONS WITH THE LOWEST BIDDER

Unless all bids are cancelled or rejected, the Town reserves the right granted by 2.2-4318 of the *Code of Virginia* to negotiate with the lowest responsive, responsible bidder to obtain a contract price within the funds available. Funds available shall mean those funds, which were budgeted for this contract prior to the issuance of the written Invitation for Bids. Negotiations with the low bidder may include both modifications of the bid price and the Scope of Work/Specifications to be performed. The Town shall initiate such negotiations by written notice to the lowest responsive, responsible bidder that its bid exceeds the available funds and the Town wishes to negotiate a lower contract price. The times, places, and manner of negotiating shall be agreed to by the Town and the lowest responsive, responsible bidder.

PROTEST

Any bidder or offeror who desires to protest the award or decision to award a contract shall submit such protest in writing to the TOWN, no later than 10 days after public notice of award or the announcement of the decision to award, whichever occurs first, pursuant to Section 2.2-4360 of the VPPA.

ACCEPTANCE OF BID (VPPA 2.2-4337)

The bids received shall be open to acceptance and is irrevocable for **sixty (60) days** from the Bid Closing date.

If the bid is accepted by the Town within the period specified above, the Contractor shall provide a certificate of insurance, Payment bond, and Performance Bond within 10 days of the Notice of Award or Notice of Intent to Award. Each bond, the Performance Bond and the Payment Bond, shall be in the amount of 100% of the Contract Amount. The bonds shall be corporate surety bonds issued by a surety company authorized to do business in the Commonwealth of Virginia and acceptable to the Town. The Performance Bond will be conditioned upon the faithful performance of all of the work shown, described and required in the Contract Documents. The Payment Bond will be conditioned upon the payment of all persons who have and fulfill contracts for the Contractor for providing labor, equipment of material in the performance of the work provided for in the Contract Documents.

If this bid is accepted within the time stated, and the Contractor fails to provide the required Bonds, or commence the project as directed, the security deposit shall be forfeited as damages to the Town by reason or failure, limited in amount to the lesser of the face value of the security deposit or the difference between this Bid and the Bid upon which the Contract is signed.

SCC IDENTIFICATION NUMBER (VPPA SECTION 2.2-4311.2)

Every Bidder must include their State Corporation Commission (SCC) Identification Number or reason for exemption with his/her bid. If this information is not included, the Bid may be rejected.

VIRGINIA CONTRACTOR’S LICENSE NUMBER (CODE OF VIRGINIA §54.1-1115, A1 AND A6)

Bidder certifies that he/she is properly registered as a licensed Contractor under Title 54 of the Code of Virginia. Bidder shall provide his/her Virginia Contractor’s License Number in the designated location on the Bid Form or the Bid may be rejected.

COMPENSATION AND PAYMENT

Payments are due and payable forty-five (45) days from the date of the Contractor’s invoice. Amounts unpaid sixty (60) days after the invoice date shall bear interest at the base rate on corporate loans (prime rate) at large United States money center commercial banks as reported daily in the Publication entitled The Wall Street Journal.

COORDINATION WITH UTILITIES

The Contractor shall coordinate the work of his forces with the utility companies during the contract to ensure the continuing progress of all work to be performed within the project area.

The Contractor shall notify “MISS UTILITY” at 1-800-552-7001, 72 hours prior to beginning construction.

It shall be the responsibility of the Contractor to notify operators who maintain underground utility lines in the area of proposed excavation or blasting at least five (5) working days prior to any construction, subsequent maintenance or repair.

The Contractor shall dig test holes over all existing utilities prior to construction to determine their exact location and shall notify the construction manager of any necessity for redesign.

CONTRACT TIME

Substantial Completion:	As established by each task order
Final Completion:	As established by each task order
Liquidated Damages:	\$300.00 per day

SPECIAL REQUIREMENTS

Response Time: If the work is classified as an “emergency”, the technician is expected to be on site within 2 hours.

Contractor Personnel: The Contractor is required to have a level II technician certified by the International Municipal Signal Association (IMSA), with a minimum two (2) years certification on site during all work performed under this contract. The certification of the person proposed for the work is to be included with the bid when submitted. If the certification is not provided at the time of bid, the bid may be considered non-responsive.

Maintenance of Traffic: The Maintenance of Traffic is to be considered an incidental item to the line items on the bid form. No separate payment for Maintenance of Traffic will be made.

The Contractor shall conduct its operations in a manner that will ensure that traffic will be uninterrupted except as approved by the Town. At the close of each workday, the Contractor shall make all private entrances and driveways accessible. The Contractor shall make provisions to maintain a safe area for pedestrian traffic at all times during the project. No excavation shall remain open within the roadway without the approval of the Town except when the excavation can be safely bridged with the use of steel plates or other materials acceptable to the Town. When areas of excavation outside of the roadway do remain open, the area shall be barricaded and warning signs shall be posted.

At all times the Contractor shall use the personnel and traffic control signs and devices necessary to comply with the VDOT *Virginia Work Area Protection Manual* and Part 6 of the Federal Highway Administration *Manual on Uniform Traffic Control Devices for Streets and Highways* (MUTCD). During the progress of the work when the street may be obstructed to any extent by construction equipment or construction operations, in addition to the signs and barricades, special workers, equipped with VDOT required "STOP/SLOW" double-sided traffic control paddles, shall be designated by the Contractor to direct traffic. These workers so designated shall not be assigned to any other duties while engaged in directing traffic. The workers assigned to the flagging duties shall be VDOT-certified. The Contractor has sole responsibility for ensuring that its operations are conducted in a safe manner and notwithstanding any other provision to the contrary, shall fully indemnify the Town of Leesburg, its officers, agents and employees for any damage or injury related to traffic operations which is caused by negligent or otherwise improper or deficient performance under the Contract or nonperformance of the terms of the Contract.

All personnel, signs, barricades and any other items necessary for the maintenance of traffic and safety shall be provided by the Contractor. This item is to be considered incidental to all other items of work.

The Contractor is required to submit a Maintenance of Traffic Plan for review and approval. Approval of the Maintenance of Traffic Plan is required prior to beginning any construction activities on the project. **The Maintenance of Traffic Plan is required for the issuance of the required right-of-way permit issued by the Town of Leesburg.** The fees required for the Town right-of-way permit will be waived.

Work Date Restrictions: The Contractor will not be permitted to work on the following dates without permission from the Town:

- Flower & Garden Festival
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving
- Day after Thanksgiving
- Christmas Day
- Day after Christmas
- New Year's Day

Work Time Restrictions: The Town expects that the majority of the work performed on this contract will be night time operations. The Town reserves the right to direct the Contractor to perform night work in applicable locations, with no increase in cost to the project.

For work performed during the day, hours on the project will be typically limited to 7:00 a.m. to 7:00 p.m., Monday through Friday. Weekend work will not be allowed without written permission from the Project Manager. Further restrictions may be placed on allowable work hours on a case-by-case basis depending on location and other circumstances.

CONTRACT ITEMS OF WORK

General: All materials and installation shall be in accordance with the requirements contained in the Virginia Department of Transportation Road and Bridge Specifications and Road and Bridge Standards, latest revisions, except where specifically modified by the specifications below.

Conduit: Conduit installed under this contract shall be measured in linear feet and will be paid for at the contract unit price per linear foot for each size and type specified. The unit price shall include as applicable, furnishing all labor, materials, and equipment required for directional bore installation and restoration, trench excavation and restoration, providing conduit, fittings, couplings, pull tapes, locator tape, testing, and disposal of surplus and unusable material. The materials and work shall be performed in accordance with the Town of Leesburg Conduit Specification, attached to this IFB.

Conductor Cable and Equipment Grounding Conductor (EGC): Work is to include new or replacement traffic signal cable. Conductors shall be in accordance with VDOT *Road and Bridge Specification* Section 238, and shall be installed in accordance with VDOT *Road and Bridge Standard* ECI-1. The cable shall be 14-2C(S), 14-7C conductor cable and/or 8281 Belden coaxial cable with 16/3 power cable. The unit price for each type of conductor shall include furnishing all labor, materials and equipment required to supply and install signal cable by the linear foot to include traffic control as needed and as directed by the Town. Payment for the conductor shall be the length installed from the controller cabinet to the end user point, as directed.

Equipment grounding conductor shall be copper, No. 6 gage, solid or stranded wire. The wire may be insulated, covered or bare, and shall be installed in accordance with Section 700.05 (g) of the VDOT *Road and Bridge Specifications*. Grounding conductor shall be installed in one continuous length without a splice. The wire shall be as short as possible, and have smooth, gradual bends without sharp corners. The unit price per linear foot shall include all labor, materials, tools and equipment required for complete installation.

Test Pits: This work shall consist of excavating a test pit at locations approved by the Town to examine an effective and safe visual examination of subsurface conditions exposed. The contractor shall record the type of utility uncovered, the size and material of the pipe (if applicable), and depth from the ground surface to the top of the uncovered utility.

At completion, the test pit will be backfilled, compacted and the site returned to a condition acceptable to the Town. The unit price for this item shall include the cost of furnishing all labor, materials, and equipment necessary to excavate, backfill and restore the test pit.

Fiber Optic Cable: Fiber optic cable shall be 1310 nm in compliance with the Town Fiber Optic Cable and Interconnect specification attached. Unit price shall include all labor, materials, and equipment to supply and install the fiber optic cable in conduit (paid for separately).

Fiber optic termination and certification shall be paid for at the unit price for each type of termination completed. The termination and certification shall be completed in accordance with the Town Fiber Optic Cable and Interconnect specification attached.

Signal Pre-Emption Equipment: Cable for use with the Town's existing emergency pre-emption equipment shall be OPTICOM 134 cable manufactured by Global Traffic Technologies (GTT). The contract unit price per linear foot shall include all labor, materials, and equipment required to supply and install the cable.

OPTICOM Model 721 Detectors with confirmation lights manufactured by GTT will be supplied by the Town to the contractor. The contract unit price for each detector shall include all labor and equipment required to install the detector in accordance with the manufacturer's installation manual at locations designated by the Town. The contractor shall provide the bracket, all cabling, hardware, traffic control, and all incidentals related to the proper installation of the equipment.

Pan Tilt Zoom (PTZ) Camera: PTZ cameras shall meet the following specifications:

- Cisco Video Surveillance 6930 Series, High Definition PTZ IP Camera, or approved equivalent
- Pan / Tilt enclosure with IOP or pressurized IOC NTSC/PAL
- Tilt range of +36 DG to -85 DG from horizontal
- Ability to operate control and monitor over IP network, H264, MPEG-4 and MJPEG compression
- Multilevel password protection
- Auto-tracking and horizontal zone and window blanking
- On-Screen compass and tilt display and open IP standards
- Heater optical lens with 36X optical zoom
- NTSC with Optical Sensor Type:
 - 1/2.8-inch CMOS with minimum illumination of 0.5 LUX – color – 0.05 LUX;
 - Optical Zoom: 20 X
 - Focal Length: 4.7 mm – 94 mm, automatic, manual focus adjustment
 - Lens Iris: F/1.4 – auto and manual iris, 360 degree panning range, 220 degree tilting range
 - Ethernet 10Base-t/100Base-TX interfaces
 - 4 Control Interface

Alarm inputs AC 18 – 32 V / DC 22-27 V
Motion Sensor
Progressive Scan CCD System
White Balance
Auto Gain Control
Wide Dynamic Range (WDR) with mounting equipment
Power supply and all cables
CAT5e outdoor rated
Gel filled cable shall be used

The contract unit price for this item shall include all labor, materials, and equipment required to supply and install the PTZ camera on existing mast arms. This work shall include providing the camera and all incidental mounting hardware, wiring, traffic control, and all work necessary for a complete operating system.

Video Detection Camera Equipment: Work is to include the installation of Town-supplied video camera. Provide Astro-Brac cable clamp, 84” gusseted aluminum tube, hardware, traffic control, and all incidentals related to the proper installation of the equipment. Locations to be determined by the Town. Contract unit price to include all labor, materials, and equipment required for the complete installation.

Junction Boxes: Traffic junction boxes shall be in accordance with VDOT *Road and Bridge Specifications* Section 700.05 (i) and VDOT *Road and Bridge Standards* JB-S1, S2 or S3 as specified. Lettering on the junction box cover will be specified by the Town. Junction boxes will be paid for at the contract unit price per each for each type of junction box supplied and installed. The unit price shall include all labor, materials, and equipment to supply and install junction boxes, including concrete collars, frames and covers, tools to remove the cover, grounding electrode (including grounding electrode clamps and grounding electrode conductors), grounding lugs, knockouts, cable racks, bracing, aggregate, excavating, backfilling, compacting, disposing of surplus and unsuitable material, and restoring disturbed areas.

Traffic Signal Heads: Work is to include supplying and either installation or replacement of 3 and/or 5 section signal heads. Signal heads shall be Light Emitting Diode (LED) signals in accordance with VDOT *Road and Bridge Specifications* Section 238.02 (h) 6. The contract unit price for each type of signal head shall include all labor, material, and equipment required for complete installation of signal heads including: installation, stainless steel hardware, polycarbonate back plate, wiring and LED modules, Astro-brac cable clamp installed per VDOT *Road and Bridge Standards* SM-3, traffic control, and removal and disposal of old signal head equipment.

Pedestrian Signal Equipment: Work is to include supplying and either installation or replacement of pedestrian signal equipment, including:

- *Pedestrian Signal Head* – Contract unit price for pedestrian signal head shall include all labor, equipment, and materials required, including a new pedestrian Light Emitting Diode (LED) countdown module signal head, supplied and installed in accordance with VDOT *Road and Bridge Specifications* Section 218.02 (h) 6. b. and VDOT *Road and Bridge Standards* Type SP-8, including all incidental equipment and traffic control.

- *Pedestrian Signal Pole* – Poles shall be galvanized steel or aluminum in accordance with VDOT Road and Bridge Specifications Section 700.03 (c) 3. Contract unit price for pedestrian signal poles shall include all labor, equipment, and material for supplying and installing the pole in accordance with VDOT Road and Bridge Standard PF-2 including all incidental items and traffic control. Poles shall either be powder-coated black or aluminum finish as designated by the Town.
- *Pedestrian Signal Push Button* – This item includes supplying a “Polara Bulldog III” push button and installation in accordance with VDOT Road and Bridge Standard PA-1, 2, 3, or 4. The push button may be either yellow or black as designated by the Town. The contract unit price includes furnishing all labor, material, and equipment necessary for complete installation, including conduit, conductor, grounding, incidentals, and traffic control. The contract unit price also includes supplying and mounting a single Type R10-3E sign per the Manual on Uniform Traffic Control Devices at each push button location.
- *Pedestal Pole Concrete Foundation* – Concrete foundations for pedestal poles shall be constructed in accordance with VDOT Road and Bridge Standard PF-2 and VDOT Road and Bridge Specifications Section 700.05 b. and c. Contract unit price for pedestal pole concrete foundations shall include all labor, equipment, and materials required for excavation, concrete, reinforcing steel, anchor bolts, washers, grounding electrodes, clamps, conduit, conductors, traffic control, backfilling, compaction, disposal of surplus and unsuitable material, and restoration of site.

If replacing existing equipment, the price includes removal and disposal of the existing equipment.

Power Source: The work includes installing electric service to a traffic signal location in accordance with NEC and the power company requirements. The installation shall be in accordance with VDOT *Road and Bridge Specifications* Section 700.05(d) and VDOT *Road and Bridge Standards* SE-5. The contract unit price for this item shall include all labor, materials and equipment required for a complete operating installation, including service pole, safety switches or breaker box, service entrance conductor cables from the utility company’s service box, conductors to the safety switch and circuit breaker box, conduits and fittings on poles and steel supports, conduit straps or clamps, meter base, service entrance heads, thimble-eye bolts, steel supports, wire-way, junction boxes for grounding electrodes, and utility services, excavation, pickup and installation of meter base and current transformer cabinet, concrete for foundation, coordination with local utility company, and all incidental hardware and traffic control required.

Traffic Loop Detectors: The work includes the replacement of traffic signal loop detection in base asphalt after milling operations, as required. Work is to be completed in accordance with the current VDOT Standard TD-1. The work will be conducted at night when dictated by milling operations and/or the Town. The replacement of the loop detection will coincide with milling operations within the Town of Leesburg, and when applicable notice of the milling will be provided a minimum of 48 hours in advance for scheduling purposes. Detection is to be completed between the milling and final surface course placement, typically within 24 hours.

The unit price for this item shall include the cost of furnishing all labor, materials, and equipment necessary for complete installation of loop detectors including: saw cut, 1” PVC conduit (if

damaged), 14-1 enclosed wire, splice kit, loop detector lead-in wire, backer rod, traffic control, and all incidentals related to the proper installation of a complete loop detector, and all required traffic control.

The Town may have their contracted paving contractor coordinate directly with the signal contractor for loop replacement work for the Town milling and paving maintenance operations.

¼” Tether Wire Replacement/Installation: Work is to include the supplying and installation or replacement of ¼” tether wire as needed and directed by the Town in accordance with VDOT Road and Bridge Standard TA-1. Contract unit price shall include all labor, material, and equipment required for the installation or replacement from pole to pole, traffic control as required, all hardware and other incidentals related to the proper installation of the tether wire.

Remove Existing Cabinet Assembly and Deliver / Install Town-Provided Cabinet and Equipment: This item includes -

- Remove existing traffic control cabinet assembly, including cabinet, controller, UPS, and other incidental equipment;
- Deliver the cabinet and equipment to the Town Shop located on Russell Branch Parkway;
- Deliver new Town-provided Traffic Control Cabinet and equipment from the Town Shop to the signal site;
- Install the new cabinet on the existing foundation, and install all equipment.

The contract unit price for this item includes all labor, equipment, and materials required for the removal, transportation, and installation, including all traffic control and incidental items.

Bucket Truck with Operator: This item is for on-call services by a bucket truck with a minimum 35-foot reach and 350 pound lift capacity. The contract unit price per hour includes all labor and transportation costs for the truck and operator. This work may be either scheduled work, or emergency on-call work. If the work is classified as an “emergency”, the truck and operator are expected to be on site within 2 hours. The contract unit price per hour includes all labor and transportation to the signal site. The contractor will be compensated for all actual time on the site, plus actual travel time to and from the site from the contractor’s offices, up to one hour travel time each way.

Level II Cabinet Technician for Cabinet Troubleshooting: This item is for on-call services by a signal technician, for cabinet or system troubleshooting only. This line item is NOT to be used for the day to day contract work that requires a Level II certified person on site. The technician must hold a Level II certification from the International Municipal Signal Association for at least two years, and must be experienced in the installation and operation of traffic signal equipment similar to equipment in the Town of Leesburg. This work may be either scheduled work, or emergency on-call work. If the work is classified as an emergency, the technician is expected to be on site within 2 hours. The contract unit price per hour includes all labor and transportation to the signal site. The contractor will be compensated for all actual time on the site, plus actual travel time to and from the site from the contractor’s offices, up to one hour travel time each way.

Travel Time: This item is for “emergency” call-out only and is to include only time from the office or location of the crew and the return of the crew from the job site to the office or location they responded from.

MAINTENANCE OF TRAFFIC

The Contractor shall conduct its operations in a manner that will ensure that traffic will be uninterrupted except as approved by the Town. At the close of each workday, the Contractor shall make all private entrances and driveways accessible. The Contractor shall make provisions to maintain a safe area for pedestrian traffic at all times during the project. No excavation shall remain open within the roadway without the approval of the Town except when the excavation can be safely bridged with the use of steel plates or other materials acceptable to the Town. When areas of excavation outside of the roadway do remain open, the area shall be barricaded and warning signs shall be posted.

At all times the Contractor shall use the personnel and traffic control signs and devices necessary to comply with Part VI of the "National Manual on Uniform Traffic Control Devices". During the progress of the work when the street may be obstructed to any extent by construction equipment or construction operations, in addition to the signs and barricades, special workers, equipped with VDOT required "STOP/SLOW" double-sided traffic control paddles, shall be designated by the Contractor to direct traffic. These workers so designated shall not be assigned to any other duties while engaged in directing traffic. The workers assigned to the flagging duties shall be VDOT-certified. The Contractor has sole responsibility for ensuring that its operations are conducted in a safe manner and notwithstanding any other provision to the contrary, shall fully indemnify the Town of Leesburg, its officers, agents and employees for any damage or injury related to traffic operations which is caused by negligent or otherwise improper or deficient performance under the Contract or nonperformance of the terms of the Contract.

1. All personnel, signs, barricades and any other items necessary for the maintenance of traffic and safety shall be provided by the Contractor. This item is to be considered incidental to all other items of work.
2. The Contractor will not be permitted to work on the following holidays:

-Annual Flower and Garden Show	-Memorial Day	-Independence Day	
-Labor Day	-Thanksgiving	-The day after Thanksgiving	-Christmas Day
-The day after Christmas	- New Year's Day		
3. Work hours on the project will be limited to 7:00 a.m. to 7:00 p.m., Monday through Friday. Weekend work will not be allowed without written permission from the Project Manager.
4. The Contractor is required to submit a Maintenance of Traffic Plan for review and approval. Approval of the Maintenance of Traffic Plan is required prior to beginning any construction activities on the project. **The Maintenance of Traffic Plan is required for the issuance of the required right-of-way permit issued by the Town of Leesburg.**

END OF DOCUMENT