

SEDA-COG Joint Rail Authority

Surveillance Systems

Juniata Valley, Lycoming Valley, Nittany & Bald Eagle Railroads

BID SPECIFICATIONS -- TABLE OF CONTENTS

ISSUED – 8:00 AM – FEBRUARY 16, 2016

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Contact Information	
**Operating Railroads	
General Manager	Tom Avery (570)274-6618
Track Superintendent:	Pete Symons (570)279-7041
SEDA-COG Joint Rail Authority:	George Fury, Property Manager SEDA-COG Joint Rail Authority (570) 412-2865 gfury@seda-cog.org

Project Timetable	
Event	Date
Pre-Bid Meeting	February 16, 2016
Bid Opening - Bids Due (by 2:00 p.m.) NO FAX BIDS	March 4, 2016
Anticipated Notice of Award	March 11, 2016
Anticipated Notice to Proceed	March 18, 2016
** Complete Job By:	June 30, 2016

FAQ's	
What is the project?	The project entails the design and installation of surveillance systems at three (3) JRA owned sites (buildings and yards).
Who supplies the materials for this work?	The contractor will supply all materials, equipment, and labor necessary to complete this work.
Is Railroad Protective Liability Insurance Required?	No, general liability insurance in the amount of \$1MM/\$2MM is required.
When will the Contractor be allowed to work?	Monday-Friday from 7:00 a.m. to 7:00 p.m. or as otherwise specified at pre-bid.
Are permits required for this work?	Contractor is required to obtain all necessary permits to complete this project.

GENERAL INFORMATION

The SEDA-COG Joint Rail Authority (identified herein as JRA) is inviting bid proposals from qualified contractors for the performance of work and furnishing of certain materials to design/install surveillance systems at:

Railroad	Location	Municipality	County (PA)	Length
Juniata Valley RR	Lewistown	Burnham Borough	Mifflin	N/A
Lycoming Valley RR	Williamsport	Williamsport	Lycoming	N/A
Nittany & Bald Eagle RR	Bellefonte	Spring Township	Centre	N/A

All the conditions described shall be met by bidders submitting proposals. The SEDA-COG Joint Rail Authority reserves the right to reject any proposals which do not conform to these requirements.

CONTRACT ADDENDA

The Commonwealth of Pennsylvania is not participating in the cost of this project; nevertheless, the successful bidder must comply with the Commonwealth Non-Discrimination Clause, Contractor Integrity and Responsibility Provisions. All provisions in the section entitled "Contract Addendums" are to be made a part of the contract awarded under this solicitation. **Prevailing wages apply to this contract.**

INVITATION TO BID

The JRA invites proposals from bidders for the above project. The work tasks are as described in the Work Items section.

PRE-BID CONFERENCE

A mandatory pre-bid conference will be held by the JRA, railroad personnel and all prospective bidders and other interested parties to discuss the project. The meeting will be held on **February 16, 2016 at 8:00 a.m.**

BIDS DUE

Bids for this project are due by 2:00 p.m., on **Friday, March 4, 2016**, to Mr. George Fury, SEDA-COG Joint Rail Authority, 201 Furnace Rd, Lewisburg, PA 17837. **Fax bids will not be accepted.**

BID SUBMISSION

Each bid must be submitted in a sealed envelope, addressed to: SEDA-COG Joint Rail Authority, 201 Furnace Rd, Lewisburg, PA 17837. Each sealed envelope containing a bid must be plainly marked on the outside as **"Surveillance Systems"**, and the envelope should bear on the outside the name of the bidder and his address.

BID FORM

All bids must be made on the required bid form. All blank spaces for bid unit prices must be filled in, in ink or typewritten, and the bid form must be fully completed and executed when submitted. Only one copy of the bid form is required.

BID RECEIPT

JRA may waive any informalities or minor defects or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 15 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period; the time may be extended by mutual agreement between JRA and the bidder.

MISUNDERSTANDINGS

Bidders must satisfy themselves of the accuracy of the items in these specifications by examination of the site and a review of the specifications including any addenda. After bids have been submitted, the bidder shall not assert that there was a misunderstanding concerning the quantities of work or of the nature of the work to be done.

The JRA shall provide to bidders prior to bidding, all information which is pertinent to, and delineates and describes, the work to be completed.

DISCLAIMER

The sample contract documents contain the provisions required for this project. Information obtained from an officer, agent, or employee of JRA shall not affect the risks or obligations assumed by the contractor or relieve him from fulfilling any of the conditions of the contract.

BID BOND

Each bid must be accompanied by a Bid Bond payable to SEDA-COG Joint Rail Authority for five (5%) percent of the total amount of the bid or a certified check or equivalent in the amount equal to five (5%) percent of the bid. As soon as the bid prices have been compared, JRA will return the bonds of all except the three lowest responsible bidders. When the Agreement is executed, the bonds of the two remaining unsuccessful bidders will be returned. The Bid Bond of the successful bidder will be retained until the Payment Bond and Performance Bond have been executed and approved, after which it will be returned. A certified check may be submitted in lieu of a Bid Bond.

PERFORMANCE BOND

The Performance Bond has been waived by the Joint Rail Authority.

AGREEMENT EXECUTION

The Notice of Award shall be accompanied by the necessary bond forms. Upon receipt of both bonds, the JRA shall forward an Agreement, in duplicate, to the chosen contractor. In case of failure of the bidder to execute the Agreement, JRA may, at its option, consider the bidder in default. In such case, the Bid Bond accompanying the proposal shall become the property of JRA.

FAILURE OF JRA TO SIGN AGREEMENT

JRA, within three (3) days of receipt of the Agreement signed by the party to whom the Agreement was awarded shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should JRA not execute

the Agreement within such period, the bidder may by written notice withdraw his signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by JRA. Bidders should note the information above whereby there may be a delay, or even non-award, of this contract.

NOTICE TO PROCEED

The Notice to Proceed shall be issued within five (5) days of the execution of the Agreement by JRA. Should there be reasons why the Notice to Proceed cannot be issued within such period; the time may be extended by mutual agreement between JRA and the contractor. If the Notice to Proceed has not been issued within the five (5) day period or within the period mutually agreed upon, the contractor may terminate the Agreement without further liability on the part of either party.

BIDDER'S ABILITY

JRA may make such investigations as deemed necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to JRA all such information and data for this purpose as JRA may request. **JRA reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy JRA that such bidder is properly qualified to carry out the obligations of the Agreement and to complete the work contemplated therein.**

CONDITIONAL BIDS

A conditional or qualified bid will not be accepted.

LOW BID AWARD

Award will be made to the lowest responsible bidder, notwithstanding the possible delay or non-award of this contract. All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout.

BIDDER'S MUST INSPECT

Each bidder is responsible for inspecting the site and for reading and being thoroughly familiar with the contract documents. The failure or omission of any bidder to do any of the foregoing shall in no way relieve any bidder from any obligation in respect to his bid.

SUBCONTRACTORS

The low bidder shall supply the names and addresses of major material suppliers and subcontractors when requested to do so by JRA.

QUANTITY CHANGES

The quantities of work under this solicitation are approximate and may be increased, decreased or deleted, as determined by the JRA or Engineer.

SUPPLEMENTAL INFORMATION

QUESTIONS

All questions must be submitted via email to Mr. George Fury, gfury@seda-cog.org, by **March 1, 2016**.

ANTICIPATED NOTICE TO PROCEED DATE

The anticipated Notice to Proceed date is **March 18, 2016**.

RIGHT TO REJECT ANY OR ALL BIDS

The JRA reserves the right to reject any or all proposals.

AWARD AND EXECUTION OF CONTRACT

Requirements and provisions to govern the award and execution of a contract for the work are set forth in this bid solicitation.

GENERAL INFORMATION

The Contractor shall perform the work under this contract fully in accordance with the contract documents.

The Contractor, at his/her expense, will furnish all materials, implements, machinery, tools, equipment, transportation, supervision, skills, labor and all other things necessary for acceptable completion of the work, including disposition of resultant debris.

SECTION NUMBERING AND HEADINGS

The section numbers and headings in these specifications are inserted for convenience and reference only and shall not be considered as interpreting or limiting the application of these sections.

LIABILITY INSURANCE

The Contractor shall furnish a Certificate of Insurance covering all insurance as per the General Conditions, to the Engineer prior to the commencement of work. General Liability in the amount of \$1MM/\$2MM are required.

All policies must be endorsed to ensure that the insurance company shall give thirty (30) days notice in writing to the JRA if the policies are to be terminated, or if any changes are to be made to them during the performance of the work that will affect the insurance requirements of the contract in any way.

The Contractor shall be aware that the JRA, in its operating agreement with the rail carrier, has assumed responsibility for any claim, loss or liability incurred by the rail carrier by reason of performance of this contract; and the Contractor will be required to indemnify and hold harmless the JRA from any such claim by the rail carrier.

The following entities must be listed as additional insured:

SEDA-COG Joint Rail Authority
201 Furnace Road
Lewisburg, PA 17837

Juniata Valley Railroad Company
Lycoming Valley Railroad Company
Nittany & Bald Eagle Railroad Company
356 Priestley Avenue
Northumberland, PA 17857

CONTRACT PARTS

The specifications, drawings and all portions of the supplementary documents incorporated by reference are essential parts of the contract, and a requirement concerning one is binding as though occurring in all. They are intended to be complementary and to describe and provide for complete work.

In the event of any discrepancy between a drawing and figures written thereon, the figures, unless obviously incorrect, shall govern over scaled dimensions. In the case of any discrepancy between the plans and the specifications, the specifications shall govern.

PREVIOUS COMMUNICATIONS

All previous communications, either verbal or written, are hereby abrogated and withdrawn, and the parts previously mentioned herein shall constitute the whole agreement.

PERMITS, REGULATIONS, LAWS AND ORDINANCES

The Contractor shall keep himself/herself fully informed of all federal, state and local laws and regulations which in any way affect those engaged in the work or affect the conduct of the work. The Contractor shall, at all times, observe and comply with such laws and regulations.

CONTROL OF WORK

The Contractor shall have complete responsibility for supervision of the work and its execution in conformity with the requirements of the specifications and plans.

Responsibility for verification of the quality of work and materials, as well as conformance to the specifications and plans, shall reside exclusively with the JRA.

MAINTENANCE OF PROPERTY

The work site, during construction and until final acceptance, shall be kept in satisfactory condition at all times.

SUPERINTENDENCE OF WORK

The Contractor shall give personal attention to the fulfillment of the agreement or shall assign a competent superintendent or foreman as his agent. The agent should be capable of reading and fully understanding the specifications and drawings.

CHARACTER OF WORKMEN: METHODS, EQUIPMENT

The Contractor shall employ sufficient labor and equipment to complete the work in the timeframe required by the specifications.

CONTRACTOR'S PUBLIC RESPONSIBILITIES

The Contractor shall conduct the work in such a manner as to protect public interest in uninterrupted road and railroad traffic and shall take every reasonable precaution against damage to any property.

KEEPING TRACK OPEN FOR RAIL TRAFFIC

The contract work shall be performed in such a manner as not to interfere with railroad traffic. The Operating Railroads will cooperate and provide maximum track work time. The Contractor shall use care and precaution in avoiding accidents, damage or interference with trains or other railroad property. It shall be the Contractor's responsibility to meet the conditions for execution of the work described in the specifications.

PROPERTY DAMAGE

Until final acceptance of the work by the Engineer or his representative, the Contractor shall be responsible for damage to property arising out of his/her performance of work under this contract.

PRESERVATION OF CONDITIONS

The Contractor shall not enter upon any public or private property outside the right-of-way for any purpose without obtaining permission from those in possession of such property; and he/she shall be responsible for the preservation of all public and private property and shall use every precaution necessary to prevent damage thereto.

It shall be the Contractor's responsibility to notify all utility companies, pipeline owners or other parties affected.

Upon completion of the work and before final settlement is made, the site of all work shall be cleared and left free of all debris, surplus material and equipment, as described more fully herein.

PERFORMANCE AND PROGRESS/COMPLETION DATE

The Contractor shall begin work within the time specified by the JRA and shall notify the JRA at least five (5) days before starting work. Once begun, work shall be performed continually on all acceptable working days and at a rate of progress such that the work will be completed in a timely fashion.

If the work should be discontinued for any reason, the Contractor shall notify the JRA of his/her intention to stop and shall also notify the JRA at least two (2) working days before resuming operations.

This project shall be completed by **June 30, 2016**, weather permitting.

PAYMENT

The work specified in this contract shall be paid for at the contract unit price for each work item completed, including all labor and materials necessary to complete the job as specified herein. Such payment shall be full compensation for all the work completed under this contract. The Contractor, at his/her option, may bill the JRA at intervals of no less than three (3) weeks. The JRA will withhold 10% from all invoices until it approves the work.

ENGINEER/INSPECTORS

Persons who may be designated to make inspections and approvals on this project include: Jeffery K. Stover, Executive Director, SEDA-COG Joint Rail Authority; George Fury, Property Manager, SEDA-COG Joint Rail Authority; and Pete Symons, Track Superintendent; or other persons so approved by JRA.

GENERAL CONDITIONS

1. PROTECTION OF WORK, PROPERTY AND PERSONS

1.1 The Contractor will be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the WORK. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees on the WORK and other persons who may be affected thereby, all the WORK and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

1.2 The Contractor will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. He/she will erect and maintain, as required by the conditions and progress of the work, all necessary safeguards for safety and protection. He/she will notify owners of adjacent utilities when prosecution of the work may affect them. The Contractor will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them be liable, except damage or loss attributable to the fault of the contract documents or to the acts or omissions of the owner or the Engineer or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the Contractor.

2. TAXES

2.1 Any federal, state and local taxes including sales, use and similar taxes applicable to the project shall be paid by the CONTRACTOR.

3. TIME FOR COMPLETION

3.1 The Contractor will proceed with the WORK at such rate of progress to insure full completion as indicated in Item 4 in the General Information Section of this solicitation.

4. INDEMNIFICATION

4.1 The Contractor will indemnify and hold harmless the owner, the Engineer and their agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom, and is caused, in whole or in part, by any negligent or willful act or omission of the Contractor, and subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

4.2 In any and all claims against the owner or the Engineer, or any of their agents or employees, by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workmen's compensation acts, disability benefit acts or other employee benefits acts.

5. SEPARATE CONTRACTS

5.1 The owner reserves the right to let other contracts in connection with the project. The Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work and shall properly connect and coordinate his/her work with theirs. If the proper execution or results of any part of the Contractor's work depends upon the work of any other Contractor, the Contractor shall inspect and promptly report to the Engineer any defects in such work that renders it unsuitable for such proper execution and results.

6. WORK COMPLETION

6.1 The Contractor will indemnify and save the owner or the owner's agents harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, material men and furnishers of machinery and parts thereof, equipment, tools and all supplies incurred in the furtherance of the performance of the work. The Contractor shall, at the owner's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged or waived. If the Contractor fails to do so, the owner may, after having notified the Contractor, either pay unpaid bills or withhold from the Contractor's unpaid compensation, a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of the contract documents, but in no event shall the provisions of this sentence be construed to impose any obligations upon the owner to either the Contractor, his/her Surety, or any third party. In paying any unpaid bills of the Contractor, any payment so made by the owner shall be considered as a payment made under the contract documents by the owner to the Contractor, and the owner shall not be liable to the Contractor for any such payments made in good faith.

6.2 The acceptance by the Contractor of final payment shall be and shall operate as a release to the owner of all claims and liabilities to the Contractor other than claims in stated amounts as may be specifically accepted by the Contractor for all things done or furnished in connection with this work and for every act and/or neglect of the owner and others relating to or arising out of this work. Any payment, however, final or otherwise, shall not release the Contractor or his/her sureties from any obligations under the contract documents or the Performance Bond and Payment Bond.

7. ENGINEER'S AUTHORITY

7.1 The Engineer shall act as the owner's representative during the construction period. He/she shall decide questions which may arise as to the quality and acceptability of materials furnished and work performed. He/she shall interpret the intent of the contract documents in a fair and unbiased manner. The Engineer will make visits to the site and determine if the work is proceeding in accordance with the contract documents. Other persons may act on behalf of the Engineer as prescribed in the General Information Section.

7.2 The Engineer will not be responsible for the construction means, controls, techniques, sequences or construction safety.

8. SUBCONTRACTING

8.1 The Contractor may utilize the services of specialty subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors.

8.2 The Contractor shall be fully responsible to the owner for the acts and omissions of his/her subcontractors, and of persons either directly or indirectly employed by them, as he/she is for the acts and omissions of persons directly employed by him/her.

8.3 Nothing contained in this contract shall create any contractual relation between any subcontractor and the owner.

9. INSURANCE

9.1 The Contractor shall purchase and maintain such insurance as will protect him/her from claims set forth below which may arise out of or result from the Contractor's execution of the work, whether such execution be by himself/herself or by any subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

9.1.1 Claims under workmen's compensation, disability benefit and other similar employee benefit acts;

9.1.2 Claims for damages because of bodily injury, occupational sickness or disease or death of his/her employees;

9.1.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than his/her employees;

9.1.4 Claims for damages insured by usual personal injury liability coverage which are sustained: (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor; or (2) by any other person; and

9.1.5 Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.

9.2 Certificates of Insurance acceptable to the owner shall be filed with the owner prior to commencement of the work. These Certificates shall contain a provision that coverages afforded under the policies will not be canceled unless at least fifteen (15) days prior WRITTEN NOTICE has been given to the owner.

9.3 The Contractor shall procure and maintain, at his/her expense during the contract TIME, liability insurance as hereinafter specified.

9.3.1 Contractor's General Public Liability and Property Insurance including vehicle coverage issued to the Contractor and protecting him/her from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under the contract documents, whether such operations be by himself/herself or by any subcontractor under him/her, or anyone directly or indirectly employed by the Contractor or by a subcontractor under him. Insurance shall be written with a limit of liability not less than \$2,000,000 for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by any one person in any one accident; and a limit of liability not less than \$2,000,000 aggregate for any such damages sustained by two (2) or more persons in any one accident. Insurance shall be written with a limit of liability of not less than \$1,000,000 for all property damage sustained by any one person in any one accident; and a limit of liability not less than \$1,000,000 aggregate for any such damage sustained by two (2) or more persons in any one accident.

9.3.2 The Contractor shall acquire and maintain, if applicable, Fire and Extended Coverage Insurance upon the project to the full insurable value thereof for the benefit of the owner, the Contractor, and SUBCONTRACTORS as their interest may appear. This provision shall in no way release the Contractor or Contractor's surety from obligations under the contract documents to fully complete the project.

9.4 The Contractor shall procure and maintain, at his/her expense, during the contract time, in accordance with the provisions of the laws of the state in which the work is performed, Workmen's Compensation Insurance, including occupational disease provisions, for all of his/her employees at the site of the project, and in case any work is sublet, the Contractor shall require such subcontractor similarly to provide Workmen's Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under Workmen's Compensation statute, the Contractor shall provide, and shall cause each subcontractor to provide, adequate and suitable insurance for the protection of his/her employees not otherwise protected.

10. HOLD HARMLESS

10.1 The Contractor will protect, defend, indemnify and save harmless owner and his/her officers, agents and employees, against all claims, liabilities, demands, actions at law or equity, judgments, settlements, losses, damages and expenses of every character whatsoever (hereinafter collectively referred to as claims) for injury (including death) sustained by the officers, agents and employees of owner, the officers, agents and employees of Contractor, and all other persons whomsoever, and for damage to or loss or destruction of property of any kind by whomsoever owned, caused by, resulting from, arising out of, or occurring in connection with the performance of the work hereunder or incidental to or appertaining thereto, and whether or not such injury (including death) and such damage to or loss or destruction of property are due to or chargeable to, in whole or in part, any alleged active or passive negligence or participation in the wrong or upon any alleged breach of any statutory duty or obligation by owner, including its officers, agents and employees. As a result of any such claims, Contractor will assume at its own expense, on behalf of owner and his/her officers, agents and employees, the defense of any such claims which may be brought against such parties and pay on behalf of said parties the amount of any settlement agreed upon, judgment that may be entered, and any other amounts assessed in connection therewith, plus all costs and expenses involved.

BID

Proposal of _____
(hereinafter called "BIDDER"), organized and existing under the laws of the State
of _____ doing business as _____ * to the
SEDA-COG Joint Rail Authority JRA (hereinafter called "JRA").

In compliance with your Advertisement for Bids, BIDDER hereby proposes to
perform all WORK for the Design and Installation of Surveillance Systems on
lands of the JRA in strict accordance with the CONTRACT DOCUMENTS, within
the time set forth therein, and at the prices stated below.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID,
each party thereto certifies as to his own organization, that this BID has been
arrived at independently, without consultation, communication, or agreement as
to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this contract on or before a
date to be specified in the NOTICE TO PROCEED and to fully complete the
PROJECT by June 30, 2016.

BIDDER agrees to pay as liquidated damages, the sum of \$500.00 for each
consecutive calendar day thereafter as provided in the General Conditions.

BIDDER acknowledges receipt of the following ADDENDA:

No.	Date
_____	_____

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS
for the following unit prices or lump sum:

BID SCHEDULE

Bidders Company Name: _____

NOTE: BIDS are not subject to sales tax as the JRA is a tax exempt entity.

Item	Description	Qty.	Unit	Unit Cost	Total Cost
1	Surveillance System (s)	1	LS		

Respectfully submitted:

_____	_____
Company Name	Address
_____	_____
Signature	Telephone & FAX Number
_____	_____
Title	Email

	Date

(SEAL - If BID is by a corporation)

Attest: _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____ as Principal, and _____ as Surety, are hereby held and firmly bound unto SEDA-COG Joint Rail Authority as OWNER in the penal sum of _____ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns. Signed, this ____ day of _____, 2016.

The Condition of the above obligation is such that whereas the Principal has submitted to SEDA-COG Joint Rail Authority a certain BID attached hereto and hereby made a part hereof to enter into a contract in writing, Design and Installation of Surveillance Systems on lands the SEDA-COG Joint Rail Authority.

NOW, THEREFORE,

(a) If said BID shall be rejected, or

(b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accord with said BID) and shall furnish a BOND for his faithful performance of said contract, 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.

_____ (L.S.)

Principal

Surety

By
: _____

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

TECHNICAL PROVISIONS

PRESERVATION OF FREIGHT TRAIN TRAFFIC

Train service on the Railroad varies. All work must be organized around the railroad's schedule unless other arrangements can be made. All contacts for service information are to be made with:

**Tom Avery
(570)-274-6618**

The Contractor must determine, from an officer of the railroad, the designated times of train movements as scheduled and as adjusted in the face of operating requirements, and schedule the track work to allow for clearance of track left in serviceable condition at times and places needed for passage of trains.

ARRANGEMENT FOR USE OF SIDE TRACKS

The Contractor shall be responsible for making arrangements to use side tracks for temporary storage of track-mounted construction equipment.

Full responsibility for the timely and safe movement of the Contractor's track-mounted equipment shall reside, at all times, with the Contractor, who shall comply with railroad operating rules.

CLEARANCE OF TRACK FOR TRAIN MOVEMENTS

Track-mounted equipment shall vacate track under restoration in advance of approaching trains and shall be moved to authorized side tracks in sufficient time so as not to interfere with normal railroad operations.

The vacated track shall be left free of any small equipment, tools, and debris or construction materials. It shall also be left in a condition able to safely sustain the expected load from passing trains.

1. Surveillance System Design/Installation -

**SEDA-COG Joint Rail Authority
Juniata Valley Railroad
Lycoming Valley Railroad
Nittany & Bald Eagle Railroad**

Surveillance System Project-

The SEDA-COG Joint Rail Authority is seeking bids for the design and installation of surveillance systems on three (3) of its railroads, the Juniata Valley (Lewistown), Lycoming Valley (Newberry Yard in Williamsport) and the Nittany & Bald Eagle Railroad (Bellefonte Yard in Spring Township).

All areas designated shall have surveillance systems designed and constructed by the contractor. The specifications of the system(s) will be discussed at the pre-bid meeting but shall include the following:

- 1) All entrances to the yards in Williamsport and Bellefonte will be monitored;
- 2) The engine houses and offices in Williamsport, Lewistown, and Bellefonte will be monitored;
- 3) Equipment shall have the ability to provide hi-def images/video at each site;
- 4) Wireless connectivity with a “base unit” located at each office site is necessary;
- 5) Parameters of needs can be changed at the onsite meeting.

Bid Schedule and Award

The enclosed bid schedule includes the following bid items:

Surveillance System, lump sum (LS) unit cost.

The above bid items shall be presented as items inclusive of all equipment, labor, and material necessary to access and complete the work including cleanup of any debris resulting from the access and existing wall removal efforts.

The contract will be awarded to the lowest responsible bidder.