

RICHMOND METROPOLITAN TRANSPORTATION AUTHORITY

RICHMOND EXPRESSWAY SYSTEM

CONTRACT NO. FAMS-2018

ADDENDUM NO. 5

April 17, 2018

DESCRIPTION

The attached pages are issued to amend, and become part of the Contract Documents.

Contractor shall acknowledge receipt of this Addendum on the Receipt of Addenda form (Contract Page RA-1). Failure to complete and include the RA-1 form in the bid package may cause bid to be found irregular.

There is no change in the date that bids are due, and no change in the contract completion date from the dates contained in the Invitation to Bid.

P. 4 - Table of Contents

Bidders are instructed to replace Addendum 3, P. 4 with the attached replacement page entitled Addendum 5, P. 4.

This Addendum has been issued to add Attachment 28.

P. 163, 163-A, 163-B – Payment Bond

Bidders are instructed to replace P. 163 and insert P.163-A and P. 163-B with the attached replacement pages entitled Addendum 5, P. 163, P. 163-A, P. 163-B.

This Addendum has been issued to add the Payment Bond Form.

ADDENDUM NO. 5
4/17/2018

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ATTACHMENT 28 – Payment Bond

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that _____ as Principal (also known herein as “Contractor”), whose principal place of business is located at _____, and _____ a corporation duly organized under the laws of the State of _____, as Surety, whose address for delivery of notices is located at _____,

_____ are held and firmly bound unto the Richmond Metropolitan Transportation Authority, a political subdivision of the Commonwealth of Virginia (“RMTA”), as Obligee, in the amount of _____

_____ Dollars (\$_____), for the payment whereof the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Contractor has by written agreement, effective _____, 2018 entered into a contract with the Obligee for the management and delivery of various maintenance services (the “FAMS-2018 Agreement”), which FAMS-2018 Agreement is by reference expressly made a part hereof; and,

WHEREAS, Section 9.15.8 of the FAMS-2018 Agreement requires the Principal to provide the Obligee with a bond to guarantee the faithful performance of the Principal of its obligations with respect to claimants who have and fulfill contracts to supply labor or materials to the Principal, or to any subcontractors, in furtherance of the work provided for in the Contract;

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and materials furnished, supplied and reasonably required for use in the performance of the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

The Principal and Surety hereby jointly and severally agree as follows:

1. A claimant is defined as one having a direct contract with the Principal or with a subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract. A “subcontractor” of the Principal, for purposes of this bond only, includes not only those subcontractors having a direct contractual relationship with the Principal, but also any other contractor who undertakes to participate in the work which the Principal is to perform under the aforesaid Contract, whether there are one or more intervening subcontractors contractually positioned between it and the Principal (for example, a subcontractor). “Labor” and “material” shall include but not be limited to, public utility services and reasonable rentals of equipment directly related to the Contract.

2. Subject to the provisions of paragraph 3, any claimant, who has performed labor or furnished material in accordance with the Contract documents in the prosecution of the work provided in the Contract, who has not been paid in full therefore before the expiration of ninety (90) days after the day on which such claimant performed the last of such labor or furnished the last of such materials for which he claims payment, may bring an action on this bond to recover any amount due him for such labor or material, and may prosecute such action to final judgment and have execution on the judgment. The Obligee need not be a party to such action and shall not be liable for the payment of any costs or expenses of any such suit.

3. Any claimant who has a direct contractual relationship with any subcontractor of the Principal from whom the Principal has not required a subcontractor payment bond, but who has no contractual relationship, express or implied, with the Principal, may bring an action on this bond only if he has given written notice to the Principal within one hundred eighty (180) days from the day on which the claimant performed the last of the labor or furnished the last of the materials for which he claims payment, stating with substantial accuracy the amount claimed and the name of the person for whom the work was performed or to whom the material as furnished. Notice to the Principal shall be served by registered or certified mail "Return Receipt Requested," postage prepaid, in an envelope addressed to the Principal at any place where his office is regularly maintained for the transaction of business. Claims for sums withheld as retainages with respect to labor performed or materials furnished shall not be subject to the time limitations stated in this paragraph 3.

4. No suit or action shall be commenced hereunder by any claimant:

a. Unless brought within one year after the day on which the person bringing such action last performed labor or last furnished or supplied materials, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, the limitation embodied within this bond shall be deemed to be amended as to be equal to the minimum period of limitation permitted by such law.

b. Other than in a Virginia court of competent jurisdiction, with venue as provided by statute, or in the United States District Court for the district in which the project, or any part thereof is situated.

5. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder.

6. This bond shall be a continuing obligation that is renewable annually, with the amount of this bond for any such renewal year based on the annual cost under the FAMS-2018 Agreement. Annual extensions of this bond shall be evidenced by the issuance of a continuation certificate or other appropriate document executed by Surety unless Surety shall give RMTA written notice at least 90 calendar days prior to the end of any one year period (i.e., notice given by March 31) of its intention not to continue this bond for the next one year period; and all such continuations shall be cumulative and shall have the legal effect of a new and separate obligation issued in the applicable amount set forth above for the period covered by any such continuation certificate the same as if a new bond was entered into for each and every separate continued period.

Signed and sealed this ____ day of _____, 2018.

_____(SEAL)
Principal

Witness

By: _____

Title: _____

_____(SEAL)
Surety

By: _____
Attorney-in-Fact

Typed Name: _____

Title

AFFIDAVIT AND ACKNOWLEDGEMENT OF ATTORNEY-IN-FACT

COMMONWEALTH/STATE (strike one) OF _____

CITY/COUNTY (strike one) OF _____

I, the undersigned notary public, hereby certify that _____, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is signed to the foregoing payment bond in the sum of _____, which is dated _____ and which names the Richmond Metropolitan Transportation Authority as Obligee, personally appeared before me today in the above jurisdiction and, being duly sworn, stated that s/he is the attorney-in-fact of _____, a _____ corporation which is the Surety in the foregoing bond, that s/he is duly authorized to execute on the above Surety's behalf the foregoing bond pursuant to the power of attorney that is dated _____ and attached hereto, and that on behalf of the above Surety, s/he executed the foregoing bond and acknowledged the foregoing bond before me as the above Surety's act and deed. S/he has further stated under oath before me at this same time and place that the attached power of attorney has not been revoked and that s/he has not and had not, at the time of signing and delivering the bond or doing any other act pursuant to the power of attorney, received actual knowledge or actual notice of the revocation or termination of the power of attorney, by death, disability or otherwise, or notice of any facts indicating the same.

Given under my hand this ___ day of _____, 2018.

- _____(S
EAL)

Notary Public

My name (printed) is:

My commission expires: _____