
RICHMOND EXPRESSWAY SYSTEM

CONTRACT NO. RLS-2025

Roadway Electrical Lighting Services

PROPOSAL DOCUMENTS

HNTB Corporation

May 2025

RICHMOND EXPRESSWAY SYSTEM

CONTRACT NO. RLS-2025

Roadway Lighting Services

INSTRUCTIONS TO BIDDERS

1. FORM OF BID: Submit bid, on forms furnished by the Authority, without alterations in the form. When completing bid, please notice the unit (Lump Sum, Each, Square Foot, etc...) of the individual line item and enter unit and total bid item prices accordingly.

If applicable, Contractor shall replace any original bid tab sheets with replacement bid tab sheets issued through an Addendum.

- a. Required Forms: The following list of required forms to be included in bid is provided for Contractor's reference only:
 - i. Bid
 - ii. Non-Collusion Affidavit
 - iii. Receipt of Addenda (if applicable)
- 2. SUBMISSION OF BID: Make sure the Authority receives bid prior to time and date listed on the Invitation to Bid. Bidder is responsible for delivery of the bid at or before the time set for opening. Bids received after the time set will be rejected.

If mailing, please write "Attention: RMTA RLS-2025 Roadway Lighting Services On Call Proposal" on outside of envelope or on mailing label.

RICHMOND EXPRESSWAY SYSTEM

CONTRACT NO. RLS-2025

Roadway Lighting Services

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RICHMOND METROPOLITAN TRANSPORTATION AUTHORITY INVITATION TO BID

Issue Date:	May 23, 2025
Title:	Roadway Lighting Services
Issuing Agency:	Richmond Metropolitan Transportation Authority 901 East Byrd Street, Suite 1120 Richmond, VA 23219

Period of Contract: Upon Award through June 30, 2026 (with option to renew for four (4) additional one (1) year periods).

Sealed bids will be received by the Authority, at 901 East Byrd Street, Suite 1120, Richmond, VA 23219 until Wednesday, June 11, 2025 at 10:45 a.m. local time. Sealed bid received after this time will be returned to the vendor unopened. All sealed bids shall be clearly marked "RMTA RLS-2025 Roadway Lighting Services On Call Proposal". All bids will be open publicly at this time.

All inquiries should be directed to Paula Watson at <u>Paula.Watson@rmtaonline.org</u> or Maria Johnson at <u>Maria.Johnson@rmtaonline.org</u>.

In compliance with this Invitation for Bid and to all the conditions imposed herein, the undersigned offers and agrees to furnish the goods and services at the price(s) indicated herein.

Virginia Contractor Class A License No.:
Firm Name:
Firm Address:
Signature:
Date:
Name Printed:
Title:

This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, <u>1</u>1-35.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

I. <u>Purpose:</u>

The intent and purpose of this Invitation to Bid (IFB) is to establish a time and materials contract with up to three (3) qualified electrical contractors to service and maintain the roadside and overhead sign lighting throughout the RMTA system on an as-needed basis. This would include any equipment currently owned by the Authority or any that may be acquired during the term of the contract. The Authority does not guarantee or warrant that any selected firms will receive any particular volume or dollar amount of work hereunder.

II. <u>Scope of Work:</u>

- A. Requirements:
 - 1. Contractor shall furnish repair service, as required, for all roadway lighting, to include overhead sign lighting on Authority's Roadways and entrance/exit ramps. This may include re-erecting light poles that have been damaged. Additionally, Contractor will perform utility marking for Authority owned underground wiring, as needed.
- B. Employee Qualifications:
 - 1. Journeyman/Electrician
 - a. Perform Journeyman level Electrical work with responsibility for determining work methods to be used in accomplishing assignments while at all times maintaining code compliance.
 - b. Plans working details and follows sketches and plans.
 - c. Routine supervision of one or more assistants should be expected.
 - d. Shall be appropriately certified/licensed by the Commonwealth of Virginia Department of Professional and Occupational Regulations to perform electrical work.
 - 2. Apprentice/helper
 - 1. Performs Apprentice level electrical work with the responsibility for determining work methods to be used in accomplishing assignments while at all times maintaining code compliance.
 - 2. Plans working details and follows sketches and plans.
 - 3. Shall be appropriately certified by the Commonwealth of Virginia Department of Professional and Occupational Regulations to perform electrical work.
 - 4. Prior experience of four (4) years or more with same or other electrical service companies.
- C. Reporting and Delivery:
 - 1. All Contractors' personnel shall wear ID badges (visible at all times), provided by the Engineer, while on Authority's property. In addition to the Contractor's own safety policies, Contractors' personnel may be required to wear reflective safety vest and hard hats. There are certain areas in the

Authority's facilities that are designated as "Restricted". If entry into these areas is required, an authorized escort will be assigned to accompany Contractors' personnel until the work is completed.

- 2. The Contractor shall provide a sufficient number of qualified supervisors and employees to physically inspect, monitor, and supervise the Contractor's employees, ensuring adherence to the work schedule and quality of work. The supervisor shall be able to speak and read English fluently. It will be required that this person report to the Authority's Engineer ("Engineer") daily when work is being performed under this contract. This person shall also carry a cell phone, the number of which will be provided to the Engineer.
- 3. The Contractor shall be responsible for the conduct and performance of employees while also adhering to the following:
 - a. Contractor's personnel appearing to be under the influence of alcohol or drugs shall not be permitted on Authority property.
 - b. No loud, boisterous or rude conduct shall be permitted.
 - c. Contractor's employees shall not use or tamper with office machines, equipment and Authority's employee's personal property at any time.
 - d. Contractor's employees shall not use Authority's telephones or computers at any time.
 - e. No smoking inside buildings.
 - f. No radios, portable music sources, nor the use of Authority's televisions shall be permitted.
- 4. Unauthorized Personnel: The Contractor's employees are not to be accompanied in their work areas or on the premises by acquaintances, family members, or any other person unless said person is an authorized Contractor employee performing work under the contract.
- D. Procedures for Normal Working Hours Service Calls:
 - Requests for services shall originate from and shall be coordinated by the Engineer or his appointed designee. Normal business hours shall be from 8:00 AM to 5:00 PM, Monday through Friday.
 - 2. The Contractor shall have a service technician on site within two (2) hours of receiving a call for service.

- E. Procedures for After Hours Service Calls:
 - 1. Requests for after hours services shall originate from and shall be coordinated by the Engineer or his appointed designee. After Hours calls shall be defined as calls made before 8:00 AM and after 5:00 PM Monday through Friday and all calls placed on Saturday and Sunday. Calls for service placed on New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas will be treated as After Hours service calls.
 - 2. The Contractor shall have a service technician on site within three (3) hours of receiving a call for service.
- F. Procedures for Project Work:
 - The Authority may request the Contractor to provide a written estimate and methodology to perform work prior to commencing certain projects. The Contractor shall visit the designated work site, and receive a description of the work requested. The Contractor then has 5 working days to provide the Authority with a binding written proposal indicating the cost, scope and schedule to complete the work. This proposal shall be provided at no cost to the Authority.
 - 2. Upon review, the Authority may elect to accept the proposal as issued, Request a modification to the proposal or reject the proposal. If the Authority elects to perform the work, the Contractor will be issued a written Notice to Proceed along with a purchase order which will include the cost and schedule to perform the work. The Contractor's compensation for the work will not exceed the cost identified in the purchase order.
- G. Contractor Responsibilities:
 - 1. The Contractor shall provide an on-call number to the Engineer that will enable 24 hour service, 365 days a year.
 - 2. The Contractor shall be responsible for providing the appropriate tools Equipment, and skilled personnel required to accomplish the work and for adequately supervising them during the performance of the task to assure that the work is accomplished in compliance with all applicable laws, ordinances, rules, regulations and codes, including OSHA requirements, and the Virginia Uniform Statewide Building Code in effect during the contract period.
 - 3. The Contractor shall be responsible to assure that all materials used comply with all applicable laws, ordinances, rules regulations and codes and are compatible with pre-existing materials, equipment and systems of facilities involved.

- H. Use of Premises:
 - 1. The Contractor shall maintain the worksite in an orderly fashion that permits the Authority's operations to continue as unencumbered as possible.
 - 2. The Contractor shall be responsible for repairing or replacing any work damaged by his operation, to the satisfaction of the Authority and solely at the Contractor's expense, within five (5) working days after notification by the Engineer of damages found to any work at the site.
 - 3. It shall be the responsibility of the Contractor to report to the Engineer any damages found prior to any work at the site.
- I. Record of Services:
 - The Contractor shall provide an invoice for payment upon the completion of each service call or preventative maintenance effort. Each invoice shall include the following:
 - a. Actual productive hours worked for each worker and type of worker (Lead Mechanic or Mechanic).
 - b. Description of work performed.
 - c. Complete list of material/parts used along with actual costs to the Contractor
 - 2. All material and parts selected by the Contractor are subject to approval by the Engineer prior to application.
 - 3. The Authority will allow a 10% markup on materials and parts required to perform the work. The Contractor shall break out and show actual costs to the Contractor for the materials and parts on each invoice prior to the application of the allowed markup.
 - 4. Travel time to and from the work site are non-chargeable hours and shall not be charged to the Authority.
 - 5. The Authority reserves the right to provide materials and/or parts.
- III. Mandatory Pre-Bid Conference:

A **MANDATORY PRE-BID MEETING** will be held at the Powhite South Conference Room at 2:00 p.m. local time, on Monday June 2, 2025.

The Richmond Metropolitan Transportation Authority (RMTA), 901 East Byrd Street, Suite 1120, Richmond, Virginia 23219 until 10:45 a.m. local time, will receive sealed Proposals for the above project on <u>Wednesday, June 11, 2025</u>. A role call will be performed at the beginning of the mandatory pre-bid meeting on June 2, 2025 to document attendance and to confirm eligibility to submit a bid. No one will be admitted after 2:00 p.m.

IV. General Terms and Conditions:

Please refer to Attachment A of this solicitation for General Terms & Conditions.

- V. Special Terms & Conditions:
 - A. Asbestos: Whenever and wherever during the course of performing any work under This contract, the Contractor discovers the presence of asbestos or suspects that asbestos is present; he shall stop the work immediately, secure the area, notify the Engineer and await positive identification of the suspect material. During the downtime in such a case, the Contractor shall not disturb any surrounding surfaces by shall protect the area with suitable dust covers. In the event the contractor is delayed due to the discovery of asbestos or suspected asbestos, then a mutually agreed extension of time to perform the work shall be allowed the contractor but without additional compensation due to the time extension.
 - B. Audit: The Contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Authority, whichever is sooner. The Authority shall have full access to and the right to examine any of said materials during said period.
 - C. Award: The Authority reserves the right to make multiple awards as a result of this solicitation. The award(s) will be made to the lowest responsive and responsible bidder(s), up to three (3), meeting the requirements of the solicitation. The Authority reserves the right to conduct any tests it may deem advisable and to make all evaluations. The Authority also reserves the right to reject any or all bids, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the Authority to be in its best interest.
 - D. Bid Acceptance Period: Any bid in response to this solicitation shall be valid for 30 days. At the end of the 30 days, the bid may be withdrawn at the written request of the bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
 - E. Bid Prices: The labor rates specified by the bidder shall include profit and all such direct and indirect overhead costs such as transportation, general and administrative cost, insurance etc. Labor hours paid under this contract shall be only for productive hours at the job site. Time spent for transportation of workers, material acquisition, handling and delivery, or for movement of Contractor owned or rental equipment is not chargeable directly but is overhead and must be included in the rates bid for service. When estimates of cost are requested, these are not to be charged directly but must be included in the basic labor rate bid amounts as overhead.

- F. Cancellation of Contract: The either party reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the other. Any contract cancellation notice shall not relive the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- G. Contractor Registration: To be a bidder on this contract, the Contractor shall be licensed as a "Class A Contractor" by the State Board of Contractors.

Licensed Class A Virginia Contractor No.

- H. Indemnification: The Contractor shall indemnify and hold harmless Richmond Metropolitan Transportation Authority, and all officers, directors and employees of the named entity, (individually and collectively), from any and all liability, loss, damage, expense, cause of action, suits, claims or judgments arising from injury to person or property resulting from activity arising out of this contract; and shall, at its own cost and expense, defend any and all suits which may be brought against such parties, either alone or in conjunction with others upon any such liability or claim or claims and shall satisfy, pay and discharge any and all judgments and fines that may be recovered against such parties in any such action or actions, provided, such indemnity shall not extend to the negligence of such parties and, provided, further, that such parties shall give the Richmond Metropolitan Transportation Authority written notice of any such claim or demand.
- I. Permits: The Contractor shall be responsible to obtain all necessary permits for work directed under this contract. Payment for such will be made on the basis of invoiced/billed cost to the Contractor. Furthermore, the Contractor shall comply with all applicable federal, state and local laws, codes and regulations in connection with the accomplishment of work under this contract. The Contractor shall be responsible for all damages to persons and/or property that occur as a result of his fault or negligence. He shall take proper safety and health precautions to protect the work, the workers, the public and the property.
- J. Renewal of Contract: The initial term of this contract will be for three (3) years from the date of acceptance and will include up to three (3) successive one (1) year options, as determined solely by the Authority. Increases to hourly rates will be allowed at each anniversary of the contract acceptance date at a rate not to exceed the CPI-U (South Urban) as stated for the prior 12 months by the Federal Bureau of Labor and Statistics.

- K. Subcontracts: No portion of the work shall be subcontracted without prior written consent of the Authority. Consent, if given by the Authority, shall not, in any way, relieve the Contractor of responsibility and liability for the work performed by his subcontractor.
- L. Warranty of Materials and Workmanship: The contractor warrants that, unless otherwise specified, all materials and equipment incorporated in the work under the contract shall be new, in first class condition, and in accordance with the contract documents. The contractor further warrants that all workmanship shall be of the highest quality and in accordance with contract documents and shall be performed by persons qualified at their respective trades. Work not conforming to these warranties shall be considered defective.
- M. Work Site Damages: Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Authority's satisfaction at the contractor's expense.
- N. Work Estimates (Time and Materials Contracts): Under this time and material contract, the Contractor shall furnish the agency with a nonbinding written estimate of the total costs to complete the work required. The estimate must include the labor category(ies), the Contractor's hourly rates specified in the contract, and the total material cost. Material costs shall be billed at Contractor's actual invoice costs (Contractor shall furnish copies of all invoices for materials) with the application of a 10% markup. If the agency determines that the estimated price is not fair and reasonable, the agency has the right to ask the Contractor to re-evaluate the estimate. If the revised estimate is determined to be not fair and reasonable, the agency reserves the right to obtain additional quotes from other vendors. A purchase order will be issued to the Contractor, as the authority to proceed with the work, which will incorporate the Contractor's estimate and the terms and conditions of the contract.
- O. WORK SITE USE: The Contractor expressly undertakes, either directly or through its Subcontractors:
 - 1. To comply with the regulations governing the operation of premises and to perform its contract in such a manner as not to interrupt or interfere with the operation of any existing activity on the premises or at the location of the work.
 - 2. To store all apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of the work or the Authority's use of the facilities.
 - 3. To place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work.
 - 4. To clean up frequently all refuse, rubbish, scrap materials, and debris caused

by his operations, to the end that at all times the site of the work shall present a neat, orderly and workmanlike appearance.

- 5. Vehicle parking shall be permitted in designated areas as approved by the Engineer.
- VI. Method of Payment:

Payment will be made, Net 30, after satisfactory performance of the contract in accordance with all of the provisions thereof and upon receipt of a properly completed invoice. The Authority reserves the right to withhold any or all payments or portions thereof for Contractor's failure to perform in accordance with the provisions of the contract or any modification thereto. Invoices are to be received within 30 days from date services were rendered. The Contractor will be paid on the basis of invoices submitted. **All invoices shall be forwarded electronically via:** <u>account.payable@rmtaonline.org</u>. All invoices shall be accompanied with a copy of the Contractor's paid invoices for materials.

VII. Bid Evaluation Procedures: The lowest responsible bid will be determined by multiplying the estimated usage of each category of the Pricing Schedule times the bid labor rates to arrive at a grand total.

NOTE: THE BIDDER IS NOT TO FILL IN THESE BLANKS. THIS EXAMPLE IS ONLY INTENDED TO SHOW THE PROCEDURE TO BE USED. Please note, estimated usage shown is specific to the example and not the proposal calculation.

<u>Category</u>	Estimated Usage		Labor Hour Rate Cost	Total
Journeyman Electrician	20	Х	=	
Normal Hours				
Apprentice/Helper Electrician	20	Х	=	
Normal Hours				
Journeyman Electrician	20	Х	=	
Emergency After Hours				
Apprentice/helper Electrician	20	Х	=	
Emergency After Hours				
Truck Mounted Attenuator	20	Х	=	
	20	v		
Bucket Truck	20	Х	=	
Pole Re-set (from vehicle strik	e) (EA) 1	Х	=	

Grand Total

Parts and materials shall be billed at Contractor's actual invoiced cost + 10% markup.

- VIII. <u>Submissions:</u> The Contractor shall supply the following documentation with its bid. Failure to provide required information will render a bid non-responsive. The Authority reserves the right to obtain technical data and to request clarification when deemed necessary.
 - 1. Page One of solicitation to include signature and vendor information
 - 2. Pricing Schedule with labor hourly rates
- IX. <u>Attachments</u>:
 - A. General Terms & Conditions
 - B. Facilities Map

Additionally, Bids will only be accepted from those bidders who are represented at this meeting and meet the following criteria at the time of the mandatory pre-bid meeting: 1) Hold a Master certification in Electrical Work 2) Hold a Virginia Class A contractor's license; 3) Bonded and Insured.

Sealed bid documents will be opened and read at 11:00 a.m. local time. *All Virginia executive orders, and CDC guidance related to COVID-19 must be adhered to at all times while on the RMTA premises.*

<u>PERIOD OF CONTRACT</u>: From date of award through June 30, 2026, with four (4) optional one (1) year renewal periods.

A <u>mandatory pre-bid meeting</u> will be held at the RMTA's **Powhite South-Administration Building**, located at 6500 Powhite Parkway, Richmond, VA 23225 at 2:00 p.m. local time, on <u>Monday, June 2, 2025</u>. Only contractors and qualified subcontractors, who meet the requirements to propose, as stated below, should attend the pre-bid meeting.

Prospective bidders are responsible for verifying scope of work, field conditions, and examining locations of proposed work. Prospective bidders shall contact Samuel Owusu at <u>Sowusu@HNTB.com</u> or 804-385-2431 to schedule a separate site visit.

Bids for this Contract must be submitted on complete bidding forms bound in the Contract Documents. The successful bidder will be notified in writing.

To submit Proposals for this Contract, contractors or qualified subcontractors shall, on <u>Monday, June 2, 2025</u>, at 2:00 p.m. local time, meet the following requirements:

• Be prequalified by the Virginia Department of Transportation (VDOT) for bidding on State projects.

Note that a bidder must have prior experience and be able to provide written documentation in a minimum of one of the two work experience categories as noted above. A bidder cannot have subcontractors be the documented experience in all categories.

Complete contract documents will be available on <u>Friday, May 23, 2025</u>, after 1:00 p.m. (local time) from the RMTA website at: <u>https://www.rmtaonline.org/news-events/#news-rfps-public</u>. The documents will also be posted on the eVA Virginia procurement website at <u>https://eva.virginia.gov/index.html</u>.

Specifications (Virginia Department of Transportation 2020 Road and Bridge Specifications) and the 2011 Virginia Work Area Protection Manual, Revision 2.1 - 2020 which form an integral part

of this Contract, are available from the Virginia Department of Transportation website free of charge.

The Authority strongly encourages the submission of bids by contractors whose principal businesses are located in the Richmond Metropolitan Area and further strongly encourage such contractors to utilize the services of local subcontractors and vendors.

The Authority strongly encourages minority-owned and women-owned businesses to submit proposals for this contract.

The Authority reserves the right to reject any and all Proposals submitted, and to waive informalities in bidding, as it may deem in its best interests.

Project related inquiries must be submitted in writing to Ms. Paula Watson, RMTA Procurement Manager, at <u>Paula.watson@rmtaonline.org</u>. The deadline to submit inquiries and questions is Tuesday June 3, 2025, at 4 P.M. local time. Responses will be provided by Thursday June 5, 2025 at 3:00 p.m.

RICHMOND METROPOLITAN TRANSPORTATION AUTHORITY Joi Dean, CEO Richmond, Virginia (Note: Bidders shall not remove this Bidding form from attached documents.)

RICHMOND METROPOLITAN TRANSPORTATION AUTHORITY

RICHMOND EXPRESSWAY SYSTEM

CONTRACT NO. RLS-2025

Roadway Lighting Services

BID FOR GENERAL CONSTRUCTION CONTRACT

To: Richmond Metropolitan Transportation Authority 901 East Byrd Street, Suite 1120 Richmond, Virginia 23219

Gentlemen:

I/we, the undersigned, declare: that no other person, firm or corporation is interested in this Bid; that I/we have carefully examined the Plans, Standard Specifications, Supplemental Specifications, and all other documents pertaining to this Contract which form a part of this Bid as if set forth at length herein; that I/we understand that the quantities of items shown herein below are approximate only; that I/we have examined the location of the proposed work; that I/we agree to bind myself/ourselves, upon award to me/us by the Richmond Metropolitan Transportation Authority under this Bid, to enter into and execute a Contract, with necessary surety bond, for the project named above; that I/we agree to start work not later than the date stated in the written Notice to Proceed (Sec. 105.01 of the Specifications), to furnish all necessary materials, provide all necessary labor, equipment, tools and plant, pay for all required insurance, bonds, permits, fees and service, and do all required work in strict compliance with the terms of all documents comprising said Contract, and to fully complete the entire project by June 30, 2026 and that I/we agree to accept as full compensation for the satisfactory prosecution of this project the following named unit and lump sum prices for the various scheduled items of work.

RMTA MR-2024 Bid Tab

__) (INSERT BIDDER FIRM NAME HERE)

ITEM					
NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1	Journeyman Electrician - Normal Hours	HR	20		
2	Apprentice/ Helper Electrician - Normal Hours	HR	20		
3	Journeyman Electrician - Emergency After Hours	HR	20		
4	Apprentice/ Helper Electrician-Emergency After Hours	HR	20		
5	Truck Mounted Attenuator	HR	20		
6	Bucket Truck	HR	20		
7	Light Pole Re-set (from vehicle strike)	EA	1		
	TOTAL				

(SIGN HERE)

Signature of Owner, Partner, or Corporate Officer:

Title:

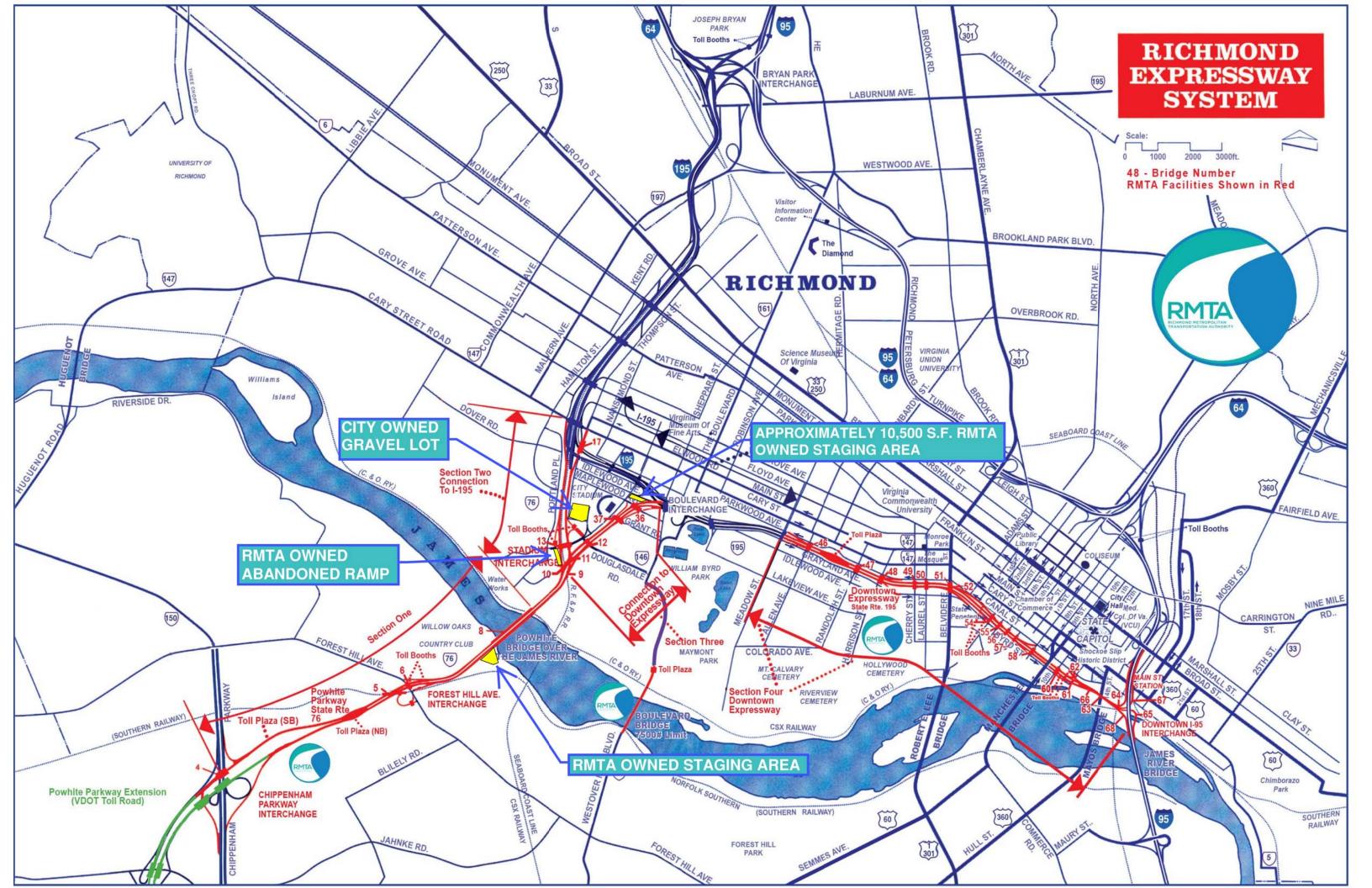
TOTAL:

The quantities shown in the schedule of items on the previous pages are considered to be approximate only and are given as the basis for comparison of bids. The Authority may increase or decrease the amount of any item or portion of the work as may be deemed necessary or expedient. The Authority reserves the right to delete, in whole or in part, without prejudice prior to the award of the Contract, any items listed in the Bid. It is understood that payment for unit price items will be made for the actual quantities of such work satisfactorily completed, rather than the estimated quantities given hereinabove, an increase or decrease in the quantity for any unit price item will not be regarded as sufficient grounds for an increase or decrease in the unit price, nor in the time allowed for the completion of the work, except as provided for in the Specifications.

The cost of any work performed, materials furnished, services provided, or expenses incurred, whether or not specifically delineated in the Contract document but which are incidental to the scope, intent and completion of this Contract, have been included in the price bid for the various items scheduled hereinabove.

Business Name of Bidder:				
Type of Organization:	Individual			
	Partnership			
	Corporation			
Virginia Contractor Regis	tration No.:			
Address of Bidder:				
Signature of Owner, Partn	er or Corp. Of	fficer:		
	Title:			_
	Date:			_
Witness or Attest:			(Affix Corporate S	eal Here)
NOTE: ONLY A PREQU	ALIFIED BIDI	DER MAY		

USE THIS BIDDING FORM. BIDDING FORMS ARE NOT TRANSFERABLE.



RICHMOND EXPRESSWAY SYSTEM

CONTRACT NO. RLS-2025

Roadway Lighting Services

NON-COLLUSION AFFIDAVIT

STATE OF _____)
____) ss.
COUNTY OF _____)

I,		, of the City
of	, County of	and State of
	, being of full age and duly sworn according	to law on my oath
dopose and save		

depose and say:

That I am	(Title)	of
, the	e Bidder ma	ıking
the Bid submitted to the Richmond Metropolitan Transportation Authority, on th	ne	day of
, 20, for Contract No. Roadway Lighting Service	es 2025	
in connection with the Richmond Expressway System; that I executed the said Bid	l with full	
authority to do so;		

The said Bidder has not, directly or indirectly, entered into any combination or arrangement with any person, firm or corporation or entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding or which would increase the cost of construction or maintenance in connection with the said Contract; that no person or selling agency has been employed or retained to solicit or secure the said Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide full-time

employees;

And that said Bidder is or has been a member of the following highway contractors' association during the preceding twelve months:

Name of Association	Location of Principal Office

I further warrant that all statements contained in said Bid and in this Affidavit are true and correct and made with full knowledge that the said Authority relies upon the truth of the statements contained in said Bid and in this Affidavit in awarding the said Contract.

Sworn to and subscribed	By:	(L.S.)
before me this	Person Signing Bid	
day of,		
20	Print Name:	

Notary Public

My commission expires:

RICHMOND EXPRESSWAY SYSTEM

CONTRACT NO. RLS-2025

Roadway Lighting Services

CONTRACT AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 20 ____, between the Richmond Metropolitan Transportation Authority, 901 East Byrd Street, Suite 1120, Richmond, Virginia, 23219, hereinafter called the Authority and ______, or his, its or their successors, executors, administrators and assigns, hereinafter called the Contractor.

WITNESSETH, that the Contractor agrees with the Authority for the consideration herein mentioned, and at his, its or their own proper cost and expense, to do all the work and furnish all the materials, equipment, teams and labor necessary to prosecute and complete and to extinguish all liens therefore, Contract No. RLS-2025, entitled Roadway Lighting Services, in the manner and to the full extent as set forth in the Special Provisions, Plans, Supplemental Specifications, 2020 Road and Bridge Specifications of the Virginia Department of Transportation, Bid (for the basis of award stated herein below) and other documents related to said Contract which are on file at the office of the Richmond Metropolitan Transportation Authority and which are hereby adopted and made part of this Agreement as completely as if incorporated herein, and to the satisfaction of the Richmond Metropolitan Transportation Authority or its duly authorized representative who shall have at all times full opportunity to inspect the materials to be furnished and the work to be done under this Agreement. In the event of a conflict among the Contract Documents, the Contract Documents shall control one over another in the following descending order of precedence: Special Provisions, Plans, Supplemental Specifications, 2020 Road and Bridge Specifications of the Virginia Department of Transportation, Bid and other documents related to said Contract.

This Contract is awarded on the basis of the Total Bid Price (based on Bid quantities)

of		dollars
and	Cents (\$).

In consideration of the foregoing premise, the Authority agrees to pay the Contractor for all items of work performed and materials furnished at the unit and lump sum prices bid therefore in the Bid submitted for this Contract, subject to any percentage reductions in the total Contract amount that may be named in the Bid corresponding to the basis of award stated in the above paragraph, and subject to the conditions set forth in the Specifications.

The Contractor agrees as follows:

Indemnification: The Contractor shall indemnify and hold harmless Richmond Metropolitan Transportation Authority, and all officers, directors and employees of the named entity, (individually and collectively), from any and all liability, loss, damage, expense, cause of action, suits, claims or judgments arising from injury to person or property resulting from activity arising out of this contract; and shall, at its own cost and expense, defend any and all suits which may be brought against such parties, either alone or in conjunction with others upon any such liability or claim or claims and shall satisfy, pay and discharge any and all judgments and fines that may be recovered against such parties in any such action or actions, provided, such indemnity shall not extend to the negligence of such parties and, provided, further, that such parties shall give the <u>Richmond Metropolitan Transportation Authority</u> written notice of any such claim or demand.

<u>**Cancellation of Contract:**</u> The Authority reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or complete all work tasks in progress prior to the effective date of cancellation.

<u>**Term of Contract:**</u> Sealed proposals for the above project are due <u>Tuesday, June 10, 2025,</u> at 10:00 a.m. at which time and place the bids will be publicly opened and read. Contract is renewable for up to four (4) one year terms.

Scope of Work: A complete list of all bid items is included beginning on sheet 13 in BID FOR GENERAL CONSTRUCTION CONTRACT.

<u>Anti-Discrimination</u>: By submitting their (bids/proposals), (bidders/offerors) certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and §2.2-4311 of the *Virginia Public Procurement Act*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and

shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1 E).

During the performance of this Contract, the Contractor agrees as follows:

- a. I/WE will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor.
- b. I/WE agree to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- c. I/WE in any solicitations or advertising for employees placed by or on behalf of itself, will state that it is an equal opportunity employer.
- d. Notices and advertisements and solicitations placed in accordance with federal law, rule or regulation, shall be deemed sufficient for the purposes of meeting the requirements of this section.
- e. The Contractor does not and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

To the extent that the Contractor enters into any subcontract or purchase order over Ten Thousand Dollars (10,000.00), the provisions of (a), (b) (c) (d) and (e) above shall be binding on each subcontractor or vendor.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement the day and year written above.

	By:
	Joi Dean, CEO
Sworn to and Subscribed before me this	
day of, 20 _	(Authority's Seal)
Notary Public	
My commission expires:	
	CONTRACTOR:
	Business Name
	Address
	by:(L.S.)
	Title
Sworn to and subscribed before me this	(Affix Corporate Seal Here)
day of,20	
Notary Public	
My commission expires:	

EVIDENCE OF CORPORATE AUTHORITY

I,	, hereby certify that I
am Secretary of	, a
Corporation existing under the laws of the State of	, and that the
following resolution was adopted at a meeting of the Bo	oard of Directors of the said Corporation duly
called and held on theday of	, 20, and that the
same remains in full force and effect:	

(Here insert resolution)

IN WITNESS WHEREOF, I have hereto appended my signature and the seal of the said Corporation on this the ______day of ______, 20____.

Secretary

SEAL

RICHMOND EXPRESSWAY SYSTEM

CONTRACT NO. RLS-2025

Roadway Lighting Services

RECEIPT OF ADDENDA

I/We hereby acknowledge receipt of the following addenda and have made the necessary revisions to the Contractor's Proposal, plans, and specifications, etc., and agree that these addenda are included in the Contractor's Proposal.

<u>Addenda #</u>	<u>Signature</u>	<u>Date</u>
1		
2		
3		
4		
5		
6		

I understand that failure to confirm receipt of addenda may cause the bid to be irregular.