



SOLICITATION FOR BIDS

February 7, 2020

Greetings,

GBT is soliciting bids for GBT Bus Stop Maintenance.

Please find the attached documents:

1. Bid Instructions
2. Scope of Work, dated February 7, 2020
3. Sample Small Procurement Contract

If you are interested in submitting a quote for this project, please review the attachments and proceed accordingly.

Please do not hesitate to contact me with any questions.

Steven DeMichele

Director of Planning and Service Development

P: 203-366-7070 x 108

sdemichele@gogbt.com

One Cross Street, Bridgeport, CT 06610

www.gogbt.com

BID INSTRUCTIONS

GBT Bus Stop Maintenance

Submission of Quotes

1. Please submit one (1) quote, on the form provided, which shall be inclusive of all tasks associated with the Scope of Work and associated plans.
2. Quotes shall be submitted to **Steven DeMichele, via email, at sdemichele@gogbt.com**, no later than **4:00 PM, on February 18, 2020.**

David Bacon Act

1. This project is covered under the Davis Bacon Act and shall be paid at prevailing wage and your quoted costs should reflect that. Certified payrolls will be required with any invoice.

Bonding

1. A Performance Bond is not needed.
2. A Bid Bond is not needed.

Insurance Requirements

1. See "Article 6. Insurance" of the GBT "Small Procurement Contract Agreement"

Transit Authority Rights

1. The Transit Authority reserves the right to postpone the completion of evaluation of bids, or to cancel this solicitation for bids altogether at any time and for any reason for its own convenience.
2. The Transit Authority reserves the right to accept any bid or reject any and all bids without penalty at its sole discretion and to reissue this solicitation for bids.
3. The Transit Authority reserves the right, but is not obligated, to waive any minor irregularities.
4. The Transit Authority reserves the right to award Contracts to more than one Bidder.
5. The Transit Authority reserves the right to withdraw this solicitation for bids at any time without prior notice or to postpone the bid due date or award date for its own convenience.
6. The Transit Authority makes no representations that a Contract will be awarded to any bidder responding to this solicitation for bids.
7. The Transit Authority reserves the right to check references, interview staff and/or visit qualified Bidder's facilities.
8. The Transit Authority reserves the right to negotiate any part of any bid including the cost or revenue element and/or to request a Best and Final bid.
9. The Transit Authority reserves the right to procure any item by other means.
10. The Transit Authority reserves the right to ask questions or request additional details, including regarding the cost/revenue proposals, in order to clarify elements of any bid from any bidder.
11. The Transit Authority reserves the right to reject or disqualify any employee of the Contractor from performing service for the Transit Authority under the Contract with or without cause.
12. No Bid will be accepted from, nor will any Contract be awarded, to any person or firm that is in arrears to the Transit Authority upon any debt or contract or that has failed to perform faithfully any previous contract with the Transit Authority.
13. Exceptions to this solicitation for bids and conditions placed on any bid may subject the bid to rejection for being non-responsive.

Protest Procedures

Bid/Proposal Protest Procedure - This procurement is being conducted in compliance with FTA Circular 4220.1F, as amended, and all applicable Federal, State and local procurement regulations. As required by Federal Regulation, any protests arising under this Request for Proposal shall be handled through the Authority's protest procedures. This section details protest rights and discusses a process and deadlines by which protests must be submitted.

General - Protests will only be accepted by the Authority from prospective bidders or offerors whose direct economic interest would be affected by the award of a contract or refusal to award a contract. The Authority will consider all such protests, whether submitted before or after the award of a contract. The Authority does not intend to allow the filing of bid protests to unnecessarily delay the procurement process. All protests must be in writing and conform to the following requirements:

1. Be concise and legally arranged;
2. Provide name, address and telephone numbers of protester;
3. Identification of the solicitation or contract number;
4. Provide a clear and detailed statement of the legal and factual grounds of the protest including copies of all relevant documents; and
5. Provide a statement as to what relief is requested.

Protest Before Award - Protests before award must be submitted within fourteen (14) business days prior to bid opening, which will include protests addressing the adequacy of the RFP's pre-award procedure, Instruction to Bidders, General Terms and Conditions, Specifications and Scope of Work. If the written protest is not received by the time specified, the bid or evaluation process shall continue. Thereafter, all issues and appeals are deemed waived by all interested parties.

The Authority will determine if the bid opening should be postponed. If the bid opening is postponed, the Authority will contact Bidders who have been furnished a copy of the proposal/bid notifying them that a protest has been filed and that bid opening is postponed until a final decision is issued. Any

appropriate agenda will be issued regarding a rescheduling of the bid opening.

Protest After Bid Opening - When a protest against the making of an award is received, and whose bids might become eligible for award, Bidders may submit a protest, within five (5) business days, conforming to the method detailed in the “General” section above. Award of a contract will be suspended for five (5) business days after the matter is resolved. The Authority reserves the right to proceed in contract award if it is determined that:

1. The items to be procured are urgently requested; or
2. Delivery or performance will be unduly delayed by failure to make the award promptly; or
3. Failure to make a prompt award otherwise causes undue harm to the Authority, the State of Connecticut or the Federal Government.

In the event that the Authority determines that an award is to be made during the five (5) day period or during the pendency of a protest, the Federal Transit Administration (FTA) will be notified prior to the making of the award. FTA reserves the right not to participate in such procurements.

Protest After Award - Protest against an award must be filed with the Authority within five (5) full working days immediately following the award. This protest shall conform to requirements of the “General” section above. Thereafter, such issues are deemed waived by all interested parties. If it appears that the award may be invalidated and a delay in receiving the supplies or service is not prejudicial to the Authority’s interest, the Authority shall by a mutual agreement with the contractor, suspend performance on a no-cost basis.

The Authority Decision on the Protest - The Authority’s Chief Executive Officer or his/her designee will evaluate and make a decision. Following an adverse decision by the Authority, the protester may file a protest with the Federal Transit Administration (FTA).

Federal Transit Administration (FTA) Review of Protest - Reviews of protests by FTA will be limited to

projects with federal funding and a grantee's failure to have or follow its protest procedures, or its failure to review a complaint or protest or there is a violation of Federal Law or regulation. The cognizant FTA Regional or Headquarters Office must receive an appeal to FTA, with a copy to the Authority, within five (5) working days, of the date the protester knew or should have known of the violation. Protesters shall include the Authority's project/solicitation number, a statement of the grounds for protest and all supporting documentation. This should detail the alleged failure to follow protest procedures or the alleged failure to have procedures. The complaint process, stated within that law or regulation, will handle violations of Federal law or regulation. Violations of State or local law or regulations will be under the jurisdiction of State or local authorities.

Judicial Authority - The laws of the State of Connecticut shall govern this RFP and any subsequent Contract. The venue for any litigation arising from this RFP or Contract shall lie in Fairfield County,

SCOPE OF WORK

GBT Bus Stop Sign Maintenance

February 7, 2020

Location

1. GBT maintains a network of approximately 1,400 bus stops, the largest concentration of which are located in the municipalities of Bridgeport, Stratford, Fairfield and Trumbull. GBT also has stops located in the municipalities of Monroe, Westport, Norwalk, Milford, Shelton and Derby. The selected contractor will respond to GBT initiated requests for bus stop maintenance in any of the above listed municipalities.
2. Should GBT expand service into a new municipality, which is not listed above, those stops will be encompassed in this scope of work.

Description of Work

Work includes but may not be limited to:

1. At the request of GBT, the selected contractor would perform the following bus stop maintenance related work:
 - a. Repair damaged signage, when able, according to GBT's specification;
 - b. Replace and/or relocate signage, according to GBT's specification;
 - c. Install new signage, according to GBT's specification;
 - d. Collect, transport and dispose of damaged signage material;
 - e. Build signage from stocked material (posts, flags, etc.) as needed, to meet GBT requests for signage repair, replacement, installation, etc;
 - f. Contractor will utilize their own tools, equipment and hardware (nuts, bolts, washers, etc.) to perform requested bus stop maintenance;
 - g. Contractor shall notify "Call Before You Dig" and verify utility mark-out prior to the initiation of any activities, which disturbs the earth on or below the surface;
 - h. Contractor will consult with GBT before initiating work, if the contractor is uncertain of the task to be performed or where a bus stop sign should be located.
2. GBT will be responsible for the following:
 - a. Collect reports of damaged bus stop signage;
 - b. Authorize contractor to perform bus stop maintenance;
 - c. Supply a sufficient level of posts, sign flags and stickers, for contractor to perform requested maintenance.
 - d. Inspect all repairs and installations prior to processing invoices.

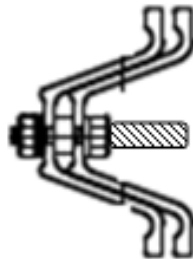
Bus Stop Fabrication Specification

1. Materials Needed - The following list of materials is needed to fabricate (1) GBT bus stop sign.
 - a. (1) 10' 2#/ft galvanized breakaway u-channel pole;
 - b. (1) 3.5" 3#/ft galvanized breakaway u-channel stub;
 - c. (8) 0.25" stainless steel bolts;
 - d. (8) 0.25" stainless steel lock washers;
 - e. (8) 0.25" stainless steel nuts;
 - f. (1) "GBT" yellow and blue circular logo plate;
 - g. (1) "Bus Stop" blue and white square flag plate;
 - h. (1) or more "Route" blue and white square flag plates;
 - i. (1) or more 3" square route decals with 2.5" yellow circle center;
 - j. Additional decal materials may be necessary depending on the application.

2. Bus Stop Sign Assembly

- a. Insert the u-channel stub into the u-channel pole, so that they overlap a minimum of 16";
- b. Bolt these pieces together with (2) sets 0.25" stainless steel bolts, lock washers and nuts, spaced evenly apart;
- c. The end of the bolt should be inserted so that the stud is protruding between the u-channels;
- d. Place the lock washer over the stud and then screw on the nut;

Example



- e. Mount (1) "GBT" Yellow and blue circular logo plate, with (2) sets of 0.25" stainless steel bolts, lock washers and nuts. The end of the bolt should be inserted so that the stud is protruding between the u-channels;
- f. Mount (1) "Bus Stop" blue and white square flag plate immediately under (about 1.5") the "GBT" yellow and blue circular logo plate, with (2) sets of 0.25" stainless steel bolts,

lock washers and nuts. The end of the bolt should be inserted so that the stud is protruding between the u-channels;

- g. Mount (1) "Route" blue and white square flag plate immediately under (about 1") the "Bus Stop" blue and white square flag plate, with (2) sets of 0.25" stainless steel bolts, lock washers and nuts. The end of the bolt should be inserted so that the stud is protruding between the u-channels;
- h. Adhere the appropriate 3" square route decals with 2.5" yellow circle center to the front and back of the "Route" blue and white square flag plate.

Example



Site Plans

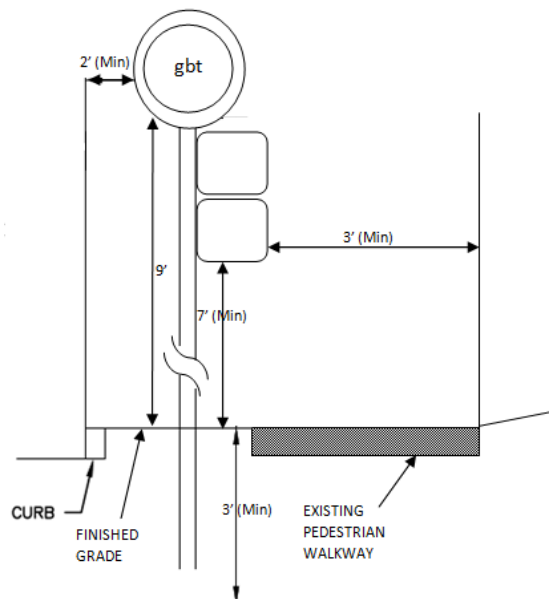
- 1. None.

Bus Stop Field Installation Specification

- 1. Replacement bus stop signs shall be replaced in their original location unless otherwise instructed. The selected contractor is encouraged to contact GBT with any comments or questions they have about a bus stop location.
 - a. The mounting height shall be 9', measured vertically from the finished grade to base of the "GBT" yellow and blue circular logo plate mounted on the sign pole the lowest mounted flag, on the sign pole;

- b. The bus stop sign shall be mounted a minimum of 2', measured horizontally from the curb or edge of roadway, to the closest edge or the "GBT" yellow and blue circular logo plate mounted on the sign pole;
- c. Sign shall be mounted a minimum of 3' into the earth (Contractor shall drill into the concrete, brick or asphalt);
- d. Sign shall be mounted so that all flag plates protrude from the sign pole away from the roadway;
- e. The vertical distance between the edge of the lowest mounted flag and the finished grade shall be no less than 7'
- f. All signs shall be mounted so as not to obstruct the flow of pedestrian traffic around the sign. A minimum 3' pedestrian path around the sign shall be maintained;
- g. All signs shall not be mounted within 15' of an intersection, fire hydrant or sidewalk.

Example



NOTE: In certain cases GBT will request the replacement sign to be mounted on the back of the sidewalk, opposite the front of the sidewalk location, as depicted above.

Permitting

1. When needed, GBT will secure all necessary permitting, approvals and landowner permissions. These tasks should not be included in your quote.

Site Safety

1. The selected contractor shall contact Call Before You Dig, prior to the start of any work.

2. The selected contractor shall be responsible for ensuring site safety and security, to the satisfaction of Greater Bridgeport Transit Authority.

Schedule

1. Tasks shall be completed on an “on-call” basis, at the request of Greater Bridgeport Transit.
2. Contractor shall complete all requests for bus stop maintenance related work in accordance with the below schedule:
 - a. One (1) to three (3) signs / locations - within twenty (24) hours, from receipt of a purchase order, from Greater Bridgeport Transit, for same.
 - b. Four (4) to six (6) signs / locations – within forty-eight (48) hours, from receipt of a purchase order, from Greater Bridgeport Transit, for same.
 - c. Seven (7) or more signs / locations – within fourteen (14) consecutive days, from receipt of a purchase order, from Greater Bridgeport Transit, for same.

Pricing

Year 1

(2/21/2020 – 12/31/2020)

Task 1: \$ _____ Ea.

Installation of (1) GBT Bus Stop Sign

Task 2: \$ _____ Ea.

Removal of (1) GBT Bus Stop Sign.

Task 3: \$ _____ Ea.

Reinstalling or removing graffiti and stickers from the “Logo”, Bus Stop”, “Route” plates and decals from (1) GBT Bus Stop.

Year 2

(1/01/2021 – 12/31/2021)

Task 1: \$ _____ Ea.

Installation of (1) GBT Bus Stop Sign

Task 2: \$ _____ Ea.

Removal of (1) GBT Bus Stop Sign.

Task 3: \$ _____ Ea.

Reinstalling or removing graffiti and stickers from the “Logo”, Bus Stop”, “Route” plates and decals from (1) GBT Bus Stop.

Year 3

(1/01/2022 – 12/31/2022)

Task 1: \$ _____ Ea.

Installation of (1) GBT Bus Stop Sign

Task 2: \$ _____ Ea.

Removal of (1) GBT Bus Stop Sign.

Task 3: \$ _____ Ea.

Reinstalling or removing graffiti and stickers from the “Logo”, Bus Stop”, “Route” plates and decals from (1) GBT Bus Stop.



Small Procurement Contract Agreement

"GBT Bus Stop Sign Maintenance"

THIS AGREEMENT is dated as of the day of in the year 2020 by and between the Greater Bridgeport Transit Authority, of Bridgeport, Connecticut, hereinafter, referred to as the AUTHORITY and [NAME OF CONTRACTOR], hereinafter, referred to as the CONTRACTOR.

The purpose of this Contract Agreement is to maintain GBT bus stop signage. Therefore, the AUTHORITY and the CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. SERVICE

1.1 The CONTRACTOR shall provide services (the "Services") as specified in the Scope of Work of February 7, 2020, Attachment A, and as described in the CONTRACTOR's [RESPONSE] dated [MONTH ##, 20##], a copy of which is attached hereto as Attachment B (Attachment A and B shall be collectively referred to herein as the "Scope of Work").

The Scope of Work sets forth the work to be performed by CONTRACTOR, CONTRACTOR'S rate of pay for such Services (in an amount equal to the price stated in the bid submitted by CONTRACTOR to the AUTHORITY), expenses to be paid in connection with such Services, and such other terms and conditions as shall be deemed appropriate or necessary for the performance of the Services.

No work shall commence without the issuance of a Purchase Order, for same, from the AUTHORITY.

The AUTHORITY reserves the right to change or otherwise alter the Services set forth in the Scope of Work upon written notice to CONTRACTOR (each a "Change Order"). Upon receipt of the AUTHORITY'S Change Order, CONTRACTOR shall, within five (5) business days, prepare and submit to the AUTHORITY a Change Order (each a "Change Order"), setting forth any additional cost for the work requested in the Change Order, as well as the CONTRACTOR'S anticipated profit and overhead for the additional work. Within fifteen (15) business days, the AUTHORITY shall have the right to accept, reject or negotiate the Change Order. No Change Order shall be effective unless and until signed by both the CONTRACTOR and the AUTHORITY and a purchase order for the work described in the Change Order has been issued. CONTRACTOR shall have the right to reject Change Orders or service alterations if there is a compelling reason (in the sole but reasonable discretion of the AUTHORITY) that they cannot complete the work described in the Change Order.

1.2 CONTRACTOR agrees and warrants that the Services will be accomplished in a good and workmanlike manner in accordance with the approved practices and standards of the industry, all applicable laws, regulations and codes, and all plans and specifications pertaining to the Services, and CONTRACTOR assumes sole responsibility to assure that the Services are accomplished in accordance with any and all prudent and applicable safety and security standards. If it appears to the AUTHORITY, during the course of the Services, that any of the Services do not conform to provisions of this Agreement (including any and all plans and specifications pertaining to the Services), CONTRACTOR at its sole expense immediately will make the necessary corrections so that the Services will so conform. In addition, CONTRACTOR will correct, repair or replace any defects or deficiencies in materials, supplies or equipment furnished by CONTRACTOR or any subcontractor or supplier of CONTRACTOR, or any defects, deficiencies, errors or omissions in workmanship or work performed under this Agreement by CONTRACTOR or by any subcontractor, or the failure on the part of the Services to conform to any plans and/or specifications at its sole cost and expense.

Article 2. INDEPENDENT CONTRACTOR

2.1 The parties hereto acknowledge and agree that CONTRACTOR is an independent contractor and not an employee or agent of the AUTHORITY; that CONTRACTOR shall have the sole obligation and responsibility to pay any and all federal, state and local taxes, including wage withholding, payroll, unemployment insurance, worker's compensation insurance, Social Security, and sales and income taxes, associated with any payments or other compensation CONTRACTOR directly or indirectly receives from the AUTHORITY; and that neither CONTRACTOR nor any employees or other personnel of CONTRACTOR are entitled to receive or are eligible for any benefits which accrue to employees of the AUTHORITY, including without limitation such benefits as health insurance and retirement benefits. Neither CONTRACTOR nor any employees or other personnel of CONTRACTOR will do or perform any act or make any representation, promise or commitment which purports in any way to bind the AUTHORITY.

2.2 CONTRACTOR has the sole right to control and direct the means, manner and method by which the Services will be performed; provided that in all cases the Services shall comply with the applicable Scope of Work and any specifications and/or guidelines imposed by the AUTHORITY, and the AUTHORITY shall be entitled to review and assess the performance of the Services by CONTRACTOR in order to confirm, among other things, that the Services have been performed in a timely and workmanlike manner, consistent with any schedule set forth in the applicable Scope of Work and in compliance with local, state, federal and AUTHORITY laws, regulations and standards, including without limitation those laws, regulations and standards pertaining to safety.

2.3 This Agreement is not intended to limit CONTRACTOR'S right or ability to continue to engage in other business ventures outside of the AUTHORITY, including but



not limited to providing services for others that are similar or identical to the Services provided by CONTRACTOR for the AUTHORITY hereunder.

Article 3. SUBCONTRACTING

Other than those tasks and work items detailed in the Scope of Work, the CONTRACTOR agrees not to subcontract for any of the services it is obligated to perform under this Agreement without the prior consent of the AUTHORITY.

Article 4. CONTRACT TIME; TERMINATION

4.1 The Services described in the Scope of Work shall commence on [DATE] (the "Commencement Date") and shall terminate on [DATE] (the "Completion Date")

4.2 If the CONTRACTOR is delayed in the prosecution or completion of the Services on or before the Completion Date by or account of any act or omission of the AUTHORITY, or by causes beyond the control of the CONTRACTOR, CONTRACTOR shall be entitled to such reasonable extension of time for completion of the work as may be decided upon by the AUTHORITY, provided however, that no claim for an extension of time for any reason shall be allowed unless, within three days after CONTRACTOR becomes aware of the need for a delay, written notice of the delay, its causes, and the extension claimed, shall be given by the CONTRACTOR to the AUTHORITY.

4.3 Termination.

(a) Termination for Convenience - The AUTHORITY may terminate this contract, in whole or in part, at any time by written notice to the CONTRACTOR. The CONTRACTOR shall continue to render the Services until the effective date of the termination and shall be paid its costs up to the time of termination. If, at the time of the termination, the CONTRACTOR has any property in its possession belonging to the AUTHORITY, the CONTRACTOR will account for the same, and dispose of it in the manner the AUTHORITY directs.

(b) Termination for Default – If the CONTRACTOR fails to perform the Services in accordance with this Agreement or fails to comply with any other provisions of this Agreement, the AUTHORITY may terminate this Agreement for default immediately upon delivery of a written notice of termination to the CONTRACTOR. Under these circumstances, the CONTRACTOR will only be paid for supplies delivered and accepted, or services performed prior to the effective date of the termination and in accordance with this Agreement.

In the event that the AUTHORITY elects to terminate this Agreement for Default, as set forth above, the AUTHORITY may, in its sole discretion, allow the CONTRACTOR a reasonable timeframe within which to cure the default. In such case, the notice of



termination will state the nature of the default and the time period in which cure is permitted. If CONTRACTOR fails to remedy the default to the satisfaction of the AUTHORITY in its sole and absolute discretion within the cure period, after receipt of written notice from the AUTHORITY setting forth the nature of the default, the AUTHORITY shall have the right, in its sole and absolute discretion, to (a) extend the cure period or (b) terminate this Agreement without any further obligation to CONTRACTOR. Any such termination shall not preclude the AUTHORITY from pursuing all available remedies against CONTRACTOR.

Article 5. PAYMENT TERMS

5.1 Fees for the Services are as set forth in the applicable Scope of Work.

Progress payments or partial payments shall NOT be made by the AUTHORITY to the CONTRACTOR, unless specifically scheduled in the applicable Scope of Work. Unless otherwise specified in the applicable Scope of Work, payment from the AUTHORITY to the CONTRACTOR shall be a single lump sum payment, for the total value of the completed Services, less any retainage, as described herein.

5.2 The AUTHORITY shall process CONTRACTOR invoices and make payments within forty-five (45) days of receipt of an invoice, supporting progress reports and applicable certified payrolls from CONTRACTOR. Final payment (including any retainage, as described herein) (the "Final Payment") will be made when (a) all Services set forth in the Scope of Work and all project deliverables described therein have been completed to the satisfaction of the Authority, in its sole and absolute discretion and (b) the Authority has received proof satisfactory to the AUTHORITY that all liens, claims and demands, if any, arising out of the performance of the Services have been fully satisfied.

In the event of a dispute between the AUTHORITY and the CONTRACTOR over charges, the AUTHORITY will notify the CONTRACTOR within ten (10) working days after receipt of the CONTRACTOR invoice. The AUTHORITY shall be empowered to withhold compensation for the sum equal to the full value of the disputed charges; undisputed balances of such invoices shall not be withheld. All disputed charges must be settled within thirty (30) working days after notification of CONTRACTOR of the dispute.

The AUTHORITY, in its sole and absolute discretion, may determine that all payments will be subject to a retainage of ten percent (10%), unless otherwise indicated in the blank provided: [RETAINAGE AMOUNT]%, which will be paid to CONTRACTOR upon final completion of the Services (including final completion of any punch list items) and final acceptance of the Services by the AUTHORITY



(simultaneously with the Final Payment), less any amounts retained by the AUTHORITY pursuant to the terms of this Agreement.

- Retainage **shall** apply to payments under this contract.
- Retainage **shall not** apply to payments under this contract.

Article 6. INSURANCE

The CONTRACTOR shall purchase the following types of insurance, and maintain all insurance coverage for the life of the contract, from an insurance company or companies with an A.M. Best rating of A- (VII) or better.

A. Worker's Compensation

CONTRACTOR shall provide worker's compensation and employer's liability insurance that complies with the regulations of the State of Connecticut with limits no less than \$1,000,000 each accident by bodily injury; \$1,000,000 each accident by disease; and a policy limit of \$1,000,000. Such policy shall contain a "waiver of our right to recover from others endorsement" in favor of Greater Bridgeport Transit Authority.

B. Commercial General Liability Insurance

CONTRACTOR shall provide a commercial general liability insurance policy that includes products, operations and completed operations. Limits should be at least: Bodily injury & property damage with an occurrence limit of \$1,000,000; Personal & advertising injury limit of \$1,000,000 per occurrence; General aggregate limit of \$2,000,000 (other than products and completed operations); Products and completed operations aggregate limit of \$2,000,000. Such coverage will be provided on an occurrence basis and will be primary and shall not contribute in any way to any insurance carried by Greater Bridgeport Transit Authority. Such Policy shall name Greater Bridgeport Transit Authority of One Cross Street: Bridgeport, CT 06610 as an additional insured and contain a waiver of subrogation in favor Greater Bridgeport Transit Authority.

C. Commercial Automobile Insurance

CONTRACTOR shall provide commercial automobile insurance for any owned autos (symbol 1 or equivalent) in the amount of \$1,000,000 each accident



covering bodily injury and property damage on a combined single limit basis. Such coverage shall also include hired and non-owned automobile coverage.

D. Umbrella Liability Insurance

CONTRACTOR shall provide an umbrella liability policy in excess (without restriction or limitation) of those limits and coverage described in items (A) through (C). Such policy shall contain limits of liability in the amount of \$1,000,000 each occurrence and \$1,000,000 in the aggregate.

As to the insurance required, the insurer(s) and/or their authorized agents shall provide Greater Bridgeport Transit Authority with certificates of insurance prior to commencement of the work, describing the coverage and providing that the insurer shall give Greater Bridgeport Transit Authority written notice at least thirty (30) days in advance of any termination, expiration or changes in coverage.

Article 7. PROJECT MANAGER

7.1 The CONTRACTOR shall designate a Project Manager for services provided under this Agreement. The Project Manager shall be responsible for overseeing the proper operation of the Services. The CONTRACTOR's Project Manager shall be: **[NAME OF CONTRACTOR'S PROJECT MANAGER]**

Article 8. CONTRACTOR RESPONSIBILITIES, DUTIES, AND LIABILITIES

8.1 For purposes of this Section 8.1, the "Warranty Period" shall be deemed to be one (1) year after final acceptance of the Services, unless another timeframe is indicated in the blank provided: [WARRANTY PERIOD]. The CONTRACTOR shall be responsible for performing the Services until final acceptance by the Authority, and any unfaithful or imperfect work or defective material that may be discovered at any time before or within the Warranty Period shall be immediately corrected or removed by said CONTRACTOR, at the CONTRACTOR's sole cost and expense.

8.2 The CONTRACTOR shall comply with all local, state, and federal laws and regulations and shall maintain all licenses necessary to complete the Services.

8.3 The CONTRACTOR shall indemnify and save harmless the GBTA, and all of its member municipalities, officers, agents and employees against and from all damages, cost and expenses which they or any of them may suffer (including, without limitation, their attorney fees and court costs) by, from or to the extent of any and all claims for payment for materials or labor used or employed in the execution of this Agreement, and also for injuries or damages received or sustained to person or property, or both, to the extent in consequence of or resulting from the CONTRACTOR'S breach of this Agreement, or any act or omission of the CONTRACTOR (or any of its officers, members,



managers, shareholders, directors and/or employees) in connection with this Agreement or the Scope of Work, and the CONTRACTOR shall also indemnify and save harmless the Greater Bridgeport Transit Authority from all claims under the Workmen's Compensation Act arising under or out of this Agreement.

Article 9. CONTRACTOR'S REPRESENTATIONS

In order to induce the AUTHORITY to enter into this Agreement, the CONTRACTOR makes the following representations and warranties, which shall survive expiration or termination of this Agreement:

9.1 The CONTRACTOR is a corporation/limited liability company/partnership/sole proprietor duly formed, validly existing and in good standing under the laws of the State of Connecticut.

9.2 The execution and delivery of this Agreement by CONTRACTOR and the Services described herein have been duly and validly authorized by all requisite entity action, and no other proceedings on the part of CONTRACTOR are necessary to authorize the execution and delivery by CONTRACTOR of this Agreement or the performance of CONTRACTOR'S obligations hereunder.

9.3 This Agreement and all agreements or instruments referred to herein to which CONTRACTOR is a party constitute the legal, valid and binding obligations of CONTRACTOR.

9.4 The CONTRACTOR has familiarized itself with the nature and extent of the Scope of Work, the Services, and federal, state and local laws, ordinances rules and regulations that in any manner may affect cost, progress or performance of the work.

9.5 The CONTRACTOR reviewed the Contract Documents (as hereinafter defined) and has given the AUTHORITY written notice of all conflicts, errors, discrepancies that it has discovered in the Contract Documents. The AUTHORITY has resolved all such conflicts, errors and discrepancies to CONTRACTOR'S satisfaction. Any conflicts, errors, and discrepancies noted by the CONTRACTOR during the performance of the Services shall be submitted to the AUTHORITY for resolution.

Article 10. CONTRACT DOCUMENTS

10.1 The Contract Documents which comprise the entire agreement between the AUTHORITY and the CONTRACTOR are attached to this Agreement, made a part hereof and consists of the contents of the following (collectively, the "Contract Documents"):

1. This Agreement
2. The Complete Solicitation, dated February 7, 2020
3. The CONTRACTOR's response to Solicitation, dated [DATE]
4. Requirements of the Federal Transit Administration (If applicable)



5. Requirements of the State of Connecticut (If applicable)

Article 11. MISCELLANEOUS

11.1 This Agreement contains the entire agreement of the parties concerning its subject matter and shall supersede the terms of any other prior or contemporaneous agreement, representation or understanding (whether oral or written) between the parties concerning the subject matter of this Agreement.

11.2 The failure of the AUTHORITY to enforce at any time any of the provisions of this Agreement, or to exercise any option which is herein provided, or to require at any time performance by the CONTRACTOR of any of the provisions herein, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this Agreement or any part thereof, or the right of the AUTHORITY to thereafter enforce each and every such provision.

11.3 The CONTRACTOR warrants that no person or selling agency has been retained to solicit or secure the Agreement for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide commercial or selling agencies maintained by the CONTRACTOR to secure business. If any such person or selling agency has been retained on behalf of CONTRACTOR, CONTRACTOR shall be responsible, at its sole cost and expense, for any payments due to such person or selling agency.

11.4 No assignment by a party hereto of any rights under or interest in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically and without limitations, funds that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by applicable law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

11.5 This Agreement shall be binding on the successors and assigns of the parties hereto.

11.6 This Agreement and the rights and obligations of the parties hereunder shall in all respects be governed by and construed and enforced in accordance with the laws of the State of Connecticut (without giving effect to Connecticut's principles of conflicts of law). CONTRACTOR and the AUTHORITY consent to the jurisdiction and exclusive venue of the State and/or Federal courts in Connecticut in any litigation concerning this Agreement or its enforcement.

11.7 In the event of any litigation arising out of or related to this Agreement, the prevailing party in such litigation shall be entitled to collect from the non-prevailing



