



UNION STATION
PARTNERSHIP
NEW HAVEN

January 20, 2023

NOTICE OF MEETING

A Meeting of the New Haven Union Station Partnership Operations Committee for Union Station Transportation Center will be held on Monday, January 23, 2023 at 1:00 PM via Zoom teleconference and at NHPA's Office on 232 George Street. The Agenda for this meeting is attached.



**UNION STATION
PARTNERSHIP**
NEW HAVEN

**AGENDA
NEW HAVEN UNION STATION PARTNERSHIP
OPERATIONS COMMITTEE
MEETING
JANUARY 23, 2023
1:00 PM
*This will be a Hybrid Meeting Held via Zoom
and at NHPA's Office on 232 George Street***

Dear Operations Committee Members:

You are invited to a Zoom webinar

Topic: OPERATIONS COMMITTEE MEETING

Time: January 23, 2023 at 1:00 PM Eastern Time (US and Canada)

<https://us06web.zoom.us/j/94312621748?pwd=UnhvUTQxVINmeUZNRWMyenFPMIMxUT09>

Topic: Union Station Partnership / Operations Committee

Time: This is a recurring meeting Meet anytime

Join Zoom Meeting

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Find your local number: <https://us06web.zoom.us/j/kejRC7d3CX>

I. CALL TO ORDER

II. PUBLIC COMMENT

Please notify Fortunata Houde (fhoude@nhparking.com) in advance if you have a desire to speak during the Public Comment section or on a specific agenda item.

Please Note: This will be a remote meeting. Any member of the public may request, in writing, a physical location and any electronic equipment necessary to attend the meeting in real time no later than twenty-four (24) hours prior to the meeting. Said individual shall have the same opportunities to provide comment or otherwise participate in the meeting as would be afforded if the meeting was held in person with the following exception: Under law, if such person loses the ability to participate because of an interruption, failure or degradation of such person's connection to the meeting by electronic equipment, the committee is not required to adjourn or postpone the meeting. Access can be from anywhere by an electronic device that has Zoom program at the address provided above in the Agenda Notice or by phone at the number set forth above in the Agenda Notice.

III. APPROVAL OF THE MINUTES

-Approval of Minutes from the November 28, 2022 Operations Committee Meeting

IV. APPROVAL OF CONTRACTS AND PLANS

- A. Motion to Approve a Professional Services Agreement with Tighe & Bond, Inc. to Conduct a Traffic Impact Study in Support of Various Union Station Campus Planned Development Activities Affecting the Roadway Network in Vicinity of New Haven Union Station (*Passed over at last meeting*)**

- B. Motion to Amend Budget, Staffing and Security Plan to Add a Security Guard Post for the US Building Concourse Immediately Upon Hiring (*Passed over at last meeting*)**

- C. Livery/M7 Agreement with TGI for service at State Street Station – (*Passed over at last meeting*)**

V. OPERATIONS REPORT

- Monthly Reports
- Monthly Security Meeting
- NHPA Director of Security - *update*

VI. FINANCIAL REPORT

- Monthly Report

VII. CAPITAL REPORT

- Capital Projects

VIII. NEW BUSINESS

- DECD Bond Funding Announcements

IX. OLD BUSINESS

- Daily Reporting
- Undomiciled Activity
- Real Estate Brokerage RFP - *awaiting comments back*
- RFI Press Release
- New Revenue Initiatives

X. EXECUTIVE SESSION

- Not Anticipated to be Utilized

XI. ADJOURNMENT & CAMPUS TOUR

**MINUTES FROM THE
OPERATIONS COMMITTEE MEETING OF
NOVEMBER 28, 2022**

REPRESENTING

CTDOT: Mr. Bergeron, Mr. Bordiere, Ms. Palmer Attorney Bartek,
Mr. Jankovich

City of New Haven: Mr. Eyzaguirre, Mr. Aysola

New Haven Parking Authority: Mr. Hausladen, Mr. Parry, Mr. Seholm, Mr. Staniewicz
Attorney Rini, Attorney Merin

I. CALL TO ORDER

Mr. Hausladen called the meeting to order at 3:04 PM.

II. PUBLIC COMMENT

No requests to speak from the public were received.

III. APPROVAL OF THE MINUTES

Mr. Hausladen asked for all to review the Minutes from the October 24, 2022 meeting for any exceptions. Hearing none he asked for approval. Mr. Eyzaguirre moved to approve, and Mr. Bergeron seconded the Motion. A vote was taken.

Mr. Aysola	Approved
Mr. Bergeron	Approved
Mr. Bordiere	Approved
Mr. Eyzaguirre	Approved

IV. APPROVAL OF CONTRACTS AND PLANS

•Livery M7 Agreement with Transportation General (TGI) for the State Street Station

Mr. Hausladen said as discussed in detail last month, TGI is requesting that the insurance limit on their M7 agreement be lowered to what it was previously and not increased to the new State requirements.

Mr. Bergeron said CTDOT has not completed their review of the agreement.

This item will be passed over and brought back to the Operations Committee after CTDOT has more time to review.

•MOTION A: THIS MOTION IS TO AUTHORIZE THE OPERATIONS COMMITTEE TO ADVANCE TO THE EXECUTIVE OVERSIGHT PANEL (EOP) THE RECOMMENDATIONS FOR THE ENABLING PROJECTS, STATE OF GOOD REPAIR PROJECTS, CONCEPTUAL DESIGN AND RELATED STUDIES FOR THE DEVELOPMENT OF THE WEST AND SOUTH LOTS AND UNION STATION PARTNERSHIP WEBSITE DESIGN. - APPROVED

There are \$21 million in projects for Phase 1 that are recommended to be advanced to the Bond Commission. The lease agreement required that any project over \$500,000 go to the Executive Oversight Panel. Mr. Piscitelli said this was reviewed at the last meeting and gave a brief recap.

Mr. Hausladen said the Operations Committee approved the package that was presented last month. Mr. Bergeron said the next step is to present their recommendation to the EOP.

The list of projects in Phase I that will be presented to the Bond Committee for approval was shared along with the steps to take to obtain that approval.

Mr. Bergeron wanted to confirm that this does not preclude the OC from reviewing the scope of work on the projects as we move forward. Mr. Hausladen said no, the OC would still have to approve all contracts and scopes.

Mr. Bergeron moved to approve, and Mr. Eyzaguirre seconded. A vote was taken.

Mr. Aysola	Approved
Mr. Bergeron	Approved
Mr. Bordiere	Approved
Mr. Eyzaguirre	Approved

•MOTION B: MOTION TO RATIFY THE PROFESSIONAL SERVICES AGREEMENT WITH TIGHE & BOND, INC. TO COLLECT TRAFFIC DATA TO SUPPORT A TRAFFIC IMPACT STUDY OF THE ROADWAY NETWORK IN VICINITY OF NEW HAVEN UNION STATION. - APPROVED

Mr. Bergeron and Mr. Bordiere asked about the selection/procurement process used to contract with Tighe & Bond and their background on contracts with the City. Discussion followed on how they were selected based on price and quality, and if fees were negotiated, etc. Mr. Staniewicz said NHPA went out for proposal for on-call services, and we are at the end of a five-year agreement with them. It was noted that the City also ordered traffic counts and what was the difference between what Tighe & Bond did versus what the City did. Mr. Aysola said the City's counts were done by the City's Engineer independent of this effort.

Mr. Hausladen said there was a timeline to get this done before winter and the holiday season when normal traffic counts would be increased/skewed. He acknowledged what CTDOT is saying - that more time will be needed for them to review the agreement. Mr. Bergeron said he is okay with approving this contract, and Mr. Bordiere concurred, however, going forward the OC will need to vet the contracts.

Mr. Bergeron moved to approve Motion B, and Mr. Eyzaguirre seconded. A vote was taken.

Mr. Aysola	Approved
Mr. Bergeron	Approved
Mr. Bordiere	Approved
Mr. Eyzaguirre	Approved

•MOTION C: TO APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH TIGHE & BOND, INC TO CONDUCT A TRAFFIC IMPACT STUDY IN SUPPORT OF VARIOUS UNION STATION CAMPUS PLANNED DEVELOPMENT AFFECTING THE ROADWAY NETWORK IN THE VICINITY OF NEW HAVEN UNION STATION.

Mr. Staniewicz said this is a bigger study that includes a variety of Union Station projects, i.e., east and west lots, proposed roadway modifications, traffic signals, and streetscape. It also supports the proposed reassignment of Route 1 to include a new section of Columbus Avenue from Church Street to Union Ave.

A traffic study needs to look at zoning changes being considered for the East Lot and bus facility on the West Lot. It is desired to do one cohesive study for all issues. Costs are broken out in detail in the motion attached.

Mr. Bergeron asked for a review of the selection process that was followed, and he asked if the pre-scope was approved with the Department of Traffic Engineering. Mr. Hausladen said there is a meeting with the City Zoning team tomorrow, and they have not reviewed the traffic impact study yet.

Mr. Hausladen asked if CTDOT needed more time to review this, and Mr. Bergeron said yes to be more comfortable with it. Mr. Aysola agreed and asked if an hourly rate was set for each of the tasks. If so, he would like to see it and look at the scope as well.

The scope will be distributed to the City and State along with the procurement process, and it will be passed over for now.

•MOTION D: TO ESTABLISH AN ADVISORY SUBCOMMITTEE TO SELECT A REAL ESTATE ADVISOR FOR UNION STATION CAMPUS AS PART OF THE BROKERAGE MANAGER DUTIES.

Mr. Hausladen said he wanted to present this Motion to establish an advisory subcommittee to assist with choosing a real estate advisor and help grade and score responses when the real estate advisor RFP is released and returned. A smaller group that is more flexible that can meet in between OC meetings and bring recommendations to the OC.

There was discussion and it was suggested by Mr. Bordiere and Mr. Eyzaguirre that perhaps meetings could be held off line with the four OC members to address this.

This will be brought back for further discussion, and it will be passed over for now.

•MOTION E. TO AUTHORIZE FUNDS FOR A CONTRACT IN REGARD TO HOMELESS OUTREACH INCLUDING OUTREACH TEAM MEMBERS, A BUS AND TRANSPORTATION COSTS.

Mr. Hausladen said because there were questions at the last USTC Security meeting that are not yet answered in regard to authorizing dollar figures, administrative overhead etc. perhaps this issue is not ready to be discussed further at this time.

Mr. Bordiere suggested the possibility of CTDOT and the City having a discussion off line. Mr. Bordiere said assuming the parties agree to the concept, there may be other ST of CT funding resources available to help accomplish this. Mr. Eyzaguirre said he has talked with several people regarding funding as well.

Mr. Bordiere asked if this was specific to the hot bus. Mr. Hausladen said the proposal is for contracted services for social outreach; however, an MOU is not crafted yet. NHPA is working with the warming center team to get that done.

It was agreed to pass this over and discuss off line.

•MOTION F: MOTION TO AMEND BUDGET, STAFFING AND SECURITY PLAN TO ADD A SECURITY GUARD POST FOR THE CONCOURSE IMMEDIATELY UPON HIRING.

Mr. Parry said there are ongoing discussions relating to security issues at the Station. Consequently, NHPA is asking for approval to amend the budget to include increased security staffing levels.

Mr. Bordiere asked for clarification on the staffing for the Security Guard post; e.g., would there be more than one person. Mr. Parry said yes, the post would be covered by three shifts. Mr. Parry suggested to start with one 20-hour shift to see how it works out.

Mr. Bordiere asked about the status of the Director of Security Position. Mr. Parry said resumes have been received and reviewed. Invitations will be sent out for interviews after the holidays. It is anticipated a decision will be made in the next several weeks.

No action was taken.

V. OPERATIONS REPORT

•INCIDENTS Mr. Parry reported that on Friday, October 25, a male was found deceased at Union Station building. There was no indication of foul play. The police report and medical examiner's report with information on the cause of death are pending. Mr. Bordiere noted that on the incident report the man did have an address. Mr. Parry said from the information we have, it is not believed he was homeless.

The category with the largest number of incidents continues to be requests for medical assistance from the undomiciled.

All incidents that were reported are detailed and summarized in his report.

•OCCUPANCY: Mr. Parry reported there has been a significant improvement/increase from last year; however, numbers are flat over the last several months.

-Total cars parked show an increase of 37% from last year and 2% from the previous month;

-YTD numbers were 51% better than last year with 77,000 this year compared to 51,000 last year;

-A 46% increase was seen in transient tickets;

-YTD Keycards increased 22% from last year; however, we are not back to pre-covid numbers.

Mr. Bordiere asked if the Parking Authority vehicles are included in this count, and Mr. Parry said they are; one employee could go in and out multiple times. Mr. Bordiere asked if there is a way for the Parking Authority to separate out just commuter utilization. Mr. Parry will follow-up on this.

VI. FINANCIAL REPORT

Mr. Seholm reported on Financial results for the Station for the month of October.

-The station as a whole performed very well with consolidated revenue being \$97,000 better than budget.

-Consolidated personnel expenses were \$13,477 better than budget;

-Operating Expenses are \$6,500 over budget;

-Total Expenses were \$6,800 less than budget;

-Net Operating Income was \$103,781 better than the loss that was budgeted.

-Net Operating Income YTD is \$375,000 better than budget and \$310,000 better than performance last year.

-Detailed variances for the three locations Union Station Building, Union Station Garage and State Street Station are included in his report.

Mr. Bordiere asked about the night Maintenance Supervisor. Mr. Parry said that position is a permanent, thirty-two-hour position that was filled in September.

VII. CAPITAL REPORT

Mr. Staniewicz reported on the major projects he has been working on.

-Conceptual Plan Activities – He reviewed the status of these projects and discussed next steps to advance them.

-Brokerage Requests for Proposals – The draft Proposal Documents for Real Estate Advisor Services have previously been submitted for review before release. Awaiting OC approval.

-East Lot – has several components. There will be a meeting tomorrow with the City in regard to proposed zoning changes. The next steps will be the issuance of a formal two-part Request for Proposals process: an initial focus on developer interest followed by invitations for detailed proposals from a selected list of responders.

-Stakeholder Interviews and Request for Information: The RFI is complete and posted on the Union Station website. It has generated some comments from the public which have been responded to.

-West Lot This is developing as a multi-modal parking/transportation center. A traffic study and professional services to develop conceptual design are needed.

-Roadway and Streetscape Improvements – Need to advance conceptual design – traffic counts are in progress.

-Wayfinding Signage - OC needs to select a logo and design concepts (presented at September meeting) in order to move to the next stage.

-Enabling Plan Phase I: – Advance the recommendations to the Executive Oversight Panel for approval.

-State of Good Repair (SOGR): The three initial SOGR projects for architectural repairs and improvements at Union Station Building, repair and improvements at Union Station Garage, and the Union Station Building ventilation system improvements study are in progress for the design phase only in the first two projects, and the study phase for the third project.

-Convert Front Bay of Parking Garage to Commercial Use and Bicycle Storage - - no progress at this time.

Attorney Bartek had some questions on plans for the East Lot. She asked if currently the East Lot project is intended as a Transit Oriented Development (TOD) project. Mr. Hausladen said the project includes P3 – public/private partnership so TOD is appropriate.

She said looking at the CTDOT authorizing statutes in regard to procurement, it would have to be a CTDOT issued RFP. Attorney Bartek will revisit and review the Statute and the agreement.

-Safety Concerns: Mr. Bergeron said he had two safety concerns.

1. He asked if the Proposal similar to what was used by Raleigh for installing arm rests on benches in their train station has been reviewed. Mr. Staniewicz said he reached out to a millwork company that will come on site to determine the feasibility for its use at Union Station Building.
2. Elevator Security: Mr. Bergeron asked about the possibility of limiting Keycard access to prevent unauthorized people to go up to floors where they should not have access.. Mr. Hausladen said NHPA will advance this idea and report back.

VIII. NEW BUSINESS

•**Holiday Events:** The lack of NHPD Support for the right of way was noticed over Thanksgiving; however, NHPA will continue to request assistance for Christmas and New Year's.

Mr. Parry said typically NHPA does get requests from groups in New Haven and schools in regard to their desire to present musical performances. No requests have been received as yet, and he will keep CTDOT informed.

Mr. Hausladen noted there is a request to hold the ceremonial lighting of the menorah on December 19 for the first night of Hanukkah on Union Station balcony.

IX. OLD BUSINESS

Mr. Hausladen said for next month, we will work to get the press release on the Request for Information formalized.

X. EXECUTIVE SESSION – NOT NEEDED

XI. ADJOURNMENT

Mr. Bergeron moved to adjourn and Mr. Eyzaguirre seconded the Motion. A vote was taken.

Mr. Aysola

Mr. Bergeron

Mr. Bordiere

Mr. Eyzaguirre

The meeting was adjourned at 4:19 PM.

January 23, 2023

REGARDING

Motion to approve a professional services agreement with Tighe & Bond, Inc. to conduct a traffic impact study in support of various Union Station Campus planned development activities affecting the roadway network in vicinity of New Haven Union Station.

PURPOSE

To conduct a traffic impact study of the roadway network in vicinity of Union Station to support the proposed roadway modifications of Union Avenue, the proposed reassignment of US Route 1 to include the recently reopened section of Columbus Avenue from Church Street South to Union Avenue, the proposed zoning changes relating to the proposed private development of the East Lot, and the proposed public development of the multi-modal parking facility at the West Lot. The associated traffic data collection/traffic counts are provided in a separate agreement.

PROFESSIONAL SERVICES CONTRACT COST /Project Budget Development

Prepare Traffic Impact Study, Fixed Fee	\$ 56,000
Review and Update Potential Union Avenue Roadway Improvement Concepts, Fixed Fee	\$ 18,000
Meetings, Fixed Fee	\$ 6,000
Time and Material Allowance for Zoning Approval Process	\$ 18,000
Allowance for Reimbursement of Direct Expenses	\$ 2,000
Total	\$100,000

FUNDING

City's Union Station capital reserves account to be advanced to the New Haven Parking Authority.

RECOMMENDATION

Approve a professional services agreement with Tighe & Bond, Inc. to conduct a traffic impact study in support of various Union Station Campus planned development activities affecting the roadway network in vicinity of New Haven Union Station, in an amount not to exceed \$100,000.

November 28, 2022

January 23, 2023

MOVED THAT THE NEW HAVEN UNION STATION PARTNERSHIP OPERATIONS COMMITTEE HEREBY APPROVES THE PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE NEW HAVEN PARKING AUTHORITY, AS STATION MANAGER, PARKING MANAGER AND BROKERAGE MANAGER, AND TIGHE & BOND, INC., THE DESIGNATED CIVIL/TRAFFIC ENGINEERING CONSULTANT AS PER NHPA BOARD ACTION OF MAY 21, 2018, TO CONDUCT A TRAFFIC IMPACT STUDY IN SUPPORT OF VARIOUS UNION STATION CAMPUS PLANNED DEVELOPMENT ACTIVITIES AFFECTING THE ROADWAY NETWORK IN VICINITY OF NEW HAVEN UNION STATION, IN AN AMOUNT NOT TO EXCEED \$100,000. FURTHERMORE, THAT THE CITY OF NEW HAVEN ADVANCE FUNDS FROM ITS UNION STATION CAPITAL RESERVES ACCOUNT TO THE NEW HAVEN PARKING AUTHORITY IN AN AMOUNT EQUAL TO THE CONTRACT VALUE OF \$100,000 TO PAY FOR THESE PROFESSIONAL SERVICES.

At a Regular Meeting of the New Haven Union Station Partnership Operations Committee (OC) meeting, duly warned and open to the public, held via Zoom teleconference and at NHPA's office at 232 George Street, at 1:00 p.m. on Monday, January 23, 2023, Members of the OC being present, the above Motion was proposed by Member _____, seconded by Member _____, put to vote and unanimously adopted.

Certified to be a true and correct copy.

Secretary

BACK-UP TO MOTION A

23-5002-0-P015A
November 22, 2022

Mr. Douglas Hausladen
Executive Director
New Haven Parking Authority
Temple Medical Garage
New Haven, CT 06510

Re: **Proposal for Traffic Impact Study for
Union Station Planned Development District (PDD)
New Haven, CT**

Dear Doug:

The New Haven Parking Authority (NHPA) conducted a site development planning study of the Union Station Transportation Center (USTC) to identify opportunities to increase parking and land use development. The results of that study include recommendations for a new parking garage in the West Lot and a commercial high-rise building on the East Lot, which will be available for future private development. To develop a building of the size and density recommended for the East Lot, the existing zoning code requires modification. The NHPA, City of New Haven (City), and Connecticut Department of Transportation (CTDOT) may pursue a Planned Development District (PDD) approval to establish zoning guidelines for a future East Lot development. The City of New Haven Zoning Code defines the requirements associated with a PDD approval, including the preparation of a Traffic Impact Study (TIS). This proposal includes the services associated with the development of a TIS and support of the PDD approval process with City Boards and Commissions.

Prior to this project, traffic and transportation options were analyzed and studied by both CTDOT and the City as part of the former CTDOT East Lot Garage project. Tighe & Bond was engaged with NHPA and the City to develop Union Avenue concepts to promote multi-modal goals. We will utilize data and materials developed as part of that project to support this project and have developed our proposal and fee accordingly.

Project Understanding

Future planning activities for USTC recommend a new parking garage in the West Lot and a new development parcel in the East Lot. The changes across the campus will result in changes to traffic patterns and site traffic generation along Union Avenue. Furthermore, the City and NHPA have identified complete streets improvements along Union Avenue that will be pursued as part of the infrastructure improvements to support the planned developments. In support of the City approvals, Tighe & Bond will prepare a TIS to support a City PDD and to facilitate review of the recommended improvements along Union Avenue with CTDOT.

The ongoing Downtown Crossing projects will change traffic patterns on the roadway network that support Union Station. The City completed Phase 2 of the Downtown Crossing project and is advancing Phase 3. Under Phase 2, Orange Street has been reconnected to South Orange Street restoring an alternative access route between USTC and downtown New Haven, which will change traffic patterns in the area. The effects of the Downtown Crossing Phase 2 needs to be considered in the traffic operations assessment and TIS for the project. Additionally, prior planning efforts identified complete streets enhancements to Union Avenue intended to improve multi-modal access to Union Station and to support the City's bicycle

network connectivity. Furthermore, with the intent to define a new development parcel where the east lot exists, a new driveway dedicated to that parcel will be investigated at the north end of the site along with other local roadway modifications including removing the traffic signal at Meadow Street and reversing the one-way operations to improve traffic conditions along Union Avenue. Finally, it is our understanding that NHPA and the City would like to investigate the implementation of a modern roundabout at the intersection of Church Street South and Union Avenue. Offsite improvements will be reviewed to confirm that acceptable traffic operations will be maintained following implementation, including considerations to accommodate future redevelopment plans in the area adjacent to Union Avenue planned by the City of New Haven

During the initiation of the PDD process, Tighe & Bond will collaborate with staff from the NHPA and City along with the study team to define the potential mix of uses that may occur in the East Lot development. We will include a trip generation analysis for that parcel based on the assumed use and gross square footage of the maximum buildout. A similar trip generation analysis will be conducted for the West Lot garage to establish the future traffic projections for the overall USTC complex. We also recommend that during the review of the offsite improvements

Following the completion of the traffic impact study, Tighe & Bond has included limited services associated with supporting the PDD approval process with the City of New Haven Board of Alders and City Plan Department. Conversely, the East Lot may eventually be developed by a private developer and that entity will be responsible for seeking formal City Plan Commission site plan approval and an Office of the State Traffic Administration (OSTA) approval. The services associated with the City Plan site plan and OSTA approvals are not contemplated in this proposal.

Based on this project understanding, we have prepared the following Scope of Services.

Scope of Services

Task 1 - Traffic Data Collection Program – Provided in Separate Agreement

Task 2 - Traffic Impact Study

A Traffic Impact Study will be prepared in support the City of New Haven PDD approval process. Efforts include the traffic volume data collection program within the study area to serve as the basis for the study to estimate potential operational impacts associated with the projects planned at Union Station on the adjacent roadway network. The study area includes the following intersections:

- Union Avenue (US Route 1) at Church Street South/Church Street Ext
- Union Avenue (US Route 1) at Proposed West Lot Garage Driveway
- Union Avenue (US Route 1) at Union Station West Lot Driveway
- Union Avenue (US Route 1) at Union Station Dropoff Entrance
- Union Avenue (US Route 1) at Union Station Dropoff Exit
- Union Avenue (US Route 1) at Union Station Garage West Portal
- Union Avenue (US Route 1) at Union Station Garage East Portal/Columbus Avenue
- Union Avenue (US Route 1) at Meadow Street
- Union Avenue (US Route 1) at West Water Street

- Union Avenue (US Route 1) at Water Street (US Route 1) and State Street
 - State Street South at Columbus Boulevard (US Route 1)
 - South Orange Street at Columbus Avenue
 - South Orange Street at West Water Street
 - West Water Street at Meadow Street
1. Conduct a site visit during peak periods to review current roadway conditions, existing traffic operations within the study area and review the existing traffic control signal operations. Observe sight distances from the proposed site driveway locations.
 2. Obtain available traffic data from the City, CTDOT, and OSTA including the following data:
 - Historic Traffic volume data for study area roadways
 - Traffic control signal plans and time of day signal timing plans
 - Traffic data and estimated site generated traffic from recently approved/proposed developments
 3. Estimate Existing and Background Traffic Volumes for the weekday morning and weekday afternoon peak hours for the study intersections based on the traffic volume data collected under the counting program and a general background traffic growth rate to be provided by CTDOT. Confirm with the City and OSTA any nearby recently approved or pending developments that could contribute traffic to the study area and include that site traffic in the Background Traffic Volumes. Prepare traffic volume figures illustrating the background morning and afternoon peak hour traffic volumes.
 4. Develop trip generation for the USTC complex based upon industry standard trip generation methodologies presented in the Institute of Traffic Engineers (ITE) Publication Trip Generation Manual, 11th Edition, 2021.
 5. Distribute traffic to the site driveways and adjacent roadway network with the expectation that traffic will follow existing travel patterns in the peak hours. Add the site generated volumes to the Background Traffic Volumes to generate the Combined Traffic Volumes. Prepare traffic volume figures illustrating the distributed site generated traffic and Combined Traffic Volumes.
 6. Develop potential site generated traffic volumes for longer-range redevelopment projects that could influence traffic operations along Union Avenue just beyond the study horizon of the traffic impact study. We will distribute these traffic volumes to the roadway network to establish the Future Development Build traffic volumes, which will only be used for planning purposes to vet the feasibility of the recommended improvements.
 7. Submit the Existing, Background, site generated, and Combined traffic volumes to the City and CTDOT for approval. Approval from these agencies will be obtained prior to conducting additional analyses. We anticipate one revision to the traffic volumes to incorporate the City and State review comments.

8. Prepare capacity and queue analysis models utilizing Trafficware Synchro plus SimTraffic 10 for the Existing, Background, Combined, Improved, and Future Development Build traffic conditions. The Improved conditions are expected to include offsite roadway improvements required based on the results of the Existing, Background and Combined analyses. Future Development Build Conditions will provide an assessment of the improved conditions under traffic conditions that include other potential development in the project area. Summarize the analysis results in tabular format.
9. Obtain traffic collision information from the Connecticut Crash Data Repository for the most recent three years at the study area intersections and study roadways and review that information to determine whether any patterns exist which could be impacted by the project.
10. Review intersection sight distance measured in the field from the proposed site driveway locations according to the criteria set forth in the CTDOT Highway Design Manual.
11. Prepare a traffic impact study, detailing the results of the traffic analyses, to support the PDD application to the City.
12. Submit a draft of the study for review and comment. We will address one round of review comments from the team and prepare the final study for submission.
13. Prepare report copies as required for each submission.

Task 3 - Potential Offsite Roadway Improvements Concepts

Based on previous work along Union Avenue, we anticipate that prior concept plans prepared under previous assignments with the City will be reviewed and updated under this project. We have assumed that one updated concept plan will be developed to reflect the current projects and complete streets measures that are preferred by the City/NHPA for Union Avenue between Church Street South and Water Street.

Prior concept plans were provided to CTDOT as an initial step towards implementation of the improvements under an encroachment permit. Tighe & Bond received comments on the submission, and we have included effort in this task to address those comments and resubmit to CTDOT to advance the Department's review of the complete streets improvements.

Based on discussions with NHPA, we anticipate the following potential revisions to previously developed plans:

- Develop a modern roundabout concept for the intersection of Church Street South, Church Street Ext, and Union Avenue.
- Define site driveway location(s) for East Lot development parcel including traffic control for that driveway at Union Avenue.
- Investigate opportunities for Meadow Street traffic flow reversal and ancillary traffic control modifications including removing the existing traffic signal on Union Avenue.
- Define driveway access to the West Lot garage and existing West Lot driveway.
- Complete Streets enhancements along Union Avenue to improve multi-modal mobility along the corridor including providing a cycle track outside the curb line and redefining the transit amenities along Union Avenue.

These improvements will be further reviewed in our traffic analyses prepared for the Traffic Impact Study task to refine the scope of required offsite improvements to accommodate the additional site generated traffic and associated impacts. The proposed offsite improvement plan will be further refined during the City PDD regulatory processes.

Task 4 - Meetings

Attend meetings to coordinate the work throughout the traffic study and conceptual design process. We anticipate participating in up to three in-person meetings and an additional four virtual meetings in support of the project. Meetings may coordination meetings, project team meetings and conference calls and meetings with the land use attorneys.

Task 5 - City of New Haven PDD Approval Process

The services included in this task will be provided on a time and materials basis. To provide a budget that is associated with the potential effort, we provide the following activities, which serve as the basis of the proposed fee. During the City PDD process, we will advise NHPA if our estimated budget will require amending to accommodate the actual level of effort required to support the project throughout the process.

1. Assist in preparing the presentation materials.
2. Attend up to six meetings with City, NHPA, and the project team in support of the approval process.
3. Attend three public hearings/ commission meetings to present the results of the traffic analyses and address any questions or concerns.
4. Prepare responses to comments provided by City staff. We have assumed two rounds of comments from the City throughout the various approvals that will be required for the project. Provide additional traffic engineering services as needed. We have assumed that only minor additional analyses may be required.

Assumptions and Exclusions

In an effort to provide you with a reasonable budget for the desired services, we have prepared a detailed scope of services based upon our understanding of the project needs. In this same regard, the following list includes our assumptions in developing our Scope of Services and those services that are not included in the development of our budgetary estimate. If these services are required, we will modify our proposal accordingly to meet your needs.

1. Additional traffic counts or capacity analyses for additional intersections are excluded.
2. Consideration of other area developments in our background conditions will be limited to approved developments as provided by the City of New Haven or OSTA. Masterplans that have been developed associated with City planning initiatives will be considered in the Future Development Build Conditions for the sole purpose of verifying that potential offsite improvements will not impede other development plans.
3. The potential offsite improvements include a potential modern roundabout at the Church Street South at Union Avenue intersection. The supportive analyses for this improvement will be planning level only to verify feasibility of the concept and based on HCM or Synchro analyses only. Comprehensive microsimulation and other modeling is excluded.

4. Parking supply and demand analyses for the site are excluded.
5. The City Plan Commission site plan approval process and OSTA approval process are excluded.
6. Development of design drawings related to the off-site concept improvements are excluded. If efforts for detailed roadway plans and/or traffic signal plans related to off-site improvements are required, we can provide a proposal for those services.
7. Responses to comments and/or attendance at meetings not specifically listed in this proposal are excluded.
8. Responses to CTDOT review comments on the resubmitted concept plan and supportive materials are excluded.
9. Hourly services summarized in the Scope of Services are estimates based on our understanding of the regulatory process and assumptions related to potential level of effort to support the process. We will advise NHPA if our budget estimates are insufficient to cover the effort required during the regulatory process.
10. All services not explicitly described in the proposal are considered excluded.

Fee

Services described below under **Lump Sum Services** will be performed for a lump sum fee of \$80,000, invoiced monthly based percentage complete. Tighe & Bond will perform the **Time and Materials Allowances** as described below in for a not to exceed fee of \$20,000. We will undertake this work on an hourly plus expense basis and you will be billed in accordance with the attached rate schedule. In the event that the scope of work is increased for any reason, the fee to complete the work shall be mutually revised by written amendment. Our attached Terms and Conditions are made part of this agreement.

For information purposes, the below summary provides the anticipated break out of the project. The summary is presented to give NHPA a better understanding of how the project budget was developed. Invoices will be submitted based on the total lump sum fee plus time and materials costs incurred and not individual line-item budgets.

Task	Fee
Lump Sum Services	
Task 2 - Traffic Impact Study	\$56,000
Task 3 - Potential Offsite Roadway Improvements Concept	\$18,000
Task 4 - Meetings	\$6,000
Lump Sum Services Subtotal	\$80,000
Time and Materials Allowances	
Task 5 - City of New Haven PDD Approval Process	\$18,000
Direct Expenses	\$2,000
Time and Materials Services Subtotal	\$20,000

Tighe & Bond appreciates this opportunity to provide traffic engineering services in support of the Union Station project. We have formulated this proposal based on our understanding of the City approval process that will be followed to obtain a PDD approval. The study area has been selected based on anticipated traffic origin and destinations. We have estimated a level of effort associated with the regulatory approval process to provide a budget that is inclusive of the process as we understand it. Finally, we have included a meetings task to engage with the design team, NHPA, City, and CTDOT throughout the project development process. If you have any questions on this proposal, please contact me.

Sincerely,

TIGHE & BOND, INC.



Christopher O. Granatini, PE
Vice President

Enclosures: 2022-2023 Fixed Hourly Rates
Terms and Conditions-REV. 11/2022-NHPA
Exhibit A – Requirements of the State of Connecticut-Professional Services

Acceptance Statement

On behalf of **New Haven Parking Authority**, the scope, fee, and terms of this proposal are hereby accepted.

Authorized Representative	Title	Date
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J:\W\NS002 NHPA\015 Union Station Planning Study\Proposal\PDD Traffic Study\2022-11-22 Proposal for Union Station PDD Traffic Study (Rev 2).docx

2023 FIXED HOURLY RATE SCHEDULE



TECHNICAL PROFESSIONALS

Senior Vice President	\$300.00
Vice President	\$265.00
Safety & Health Director	\$230.00
Senior Consultant	\$240.00
Principal Landscape Architect	\$205.00
Principal Engineer	\$230.00
Senior Project Manager	\$230.00
Project Manager 2	\$200.00
Project Manager 1	\$165.00
Senior Landscape Architect 2	\$170.00
Senior Landscape Architect 1	\$160.00
Senior Engineer 2	\$195.00
Senior Engineer 1	\$175.00
Senior MEP Professional 2	\$195.00
Senior MEP Professional 1	\$175.00
Project Engineer 2	\$155.00
Project Engineer 1	\$140.00
Project MEP Professional 2	\$155.00
Project MEP Professional 1	\$140.00
Project Landscape Architect 2	\$155.00
Project Landscape Architect 1	\$145.00
Staff Engineer 3	\$135.00
Staff Engineer 2	\$125.00
Staff Engineer 1	\$115.00
Landscape Designer 2	\$135.00
Landscape Designer 1	\$120.00
Senior Architect	\$185.00
Principal Planner	\$175.00
Project Planner	\$135.00
Planner 2	\$125.00
Planner 1	\$110.00
Resident Engineer	\$175.00
Construction Observer 3	\$150.00
Construction Observer 2	\$135.00
Construction Observer 1	\$110.00
Principal Compliance Specialist	\$210.00
Senior Compliance Specialist 2	\$165.00
Senior Compliance Specialist 1	\$150.00
Project Compliance Specialist 2	\$135.00
Project Compliance Specialist 1	\$125.00
Compliance Specialist 2	\$110.00
Compliance Specialist 1	\$95.00

TECHNICAL PROFESSIONALS

Senior Environmental Professional	\$260.00
Principal Environmental Scientist	\$200.00
Senior Environmental Scientist 2	\$175.00
Senior Environmental Scientist 1	\$155.00
Senior Data Management Specialist 1	\$155.00
Project Environmental Scientist 2	\$135.00
Project Environmental Scientist 1	\$125.00
Environmental Scientist 2	\$110.00
Environmental Scientist 1	\$100.00

GIS PROFESSIONALS

GIS Technical Director	\$230.00
GIS Project Manager 2	\$185.00
GIS Project Manager 1	\$145.00
Senior Development Engineer	\$195.00
Senior GIS Analyst 2	\$170.00
Senior GIS Analyst 1	\$145.00
GIS Analyst 2	\$135.00
GIS Analyst 1	\$115.00
GIS Technician 2	\$95.00
GIS Technician 1	\$85.00

SUPPORT

Remediation Technician 2*	\$105.00
Remediation Technician 1*	\$95.00
BIM Manager	\$170.00
CAD Manager	\$170.00
Senior Designer	\$155.00
Senior Drafter/Designer*	\$135.00
Drafter/Designer *	\$120.00
Graphics Support Specialist	\$110.00
Intern*	\$75.00
Administrative Support*	\$90.00

EXPENSES

1. Automobile transportation expense for employee travel directly related to the project shall be invoiced at the prevailing Federal rate per vehicle mile.
2. Outside reimbursable expenses and services, which are rendered to Tighe & Bond by other than direct employees, and any permitting fees paid by Tighe & Bond on behalf of the Client, shall be invoiced at Tighe & Bond's direct cost plus 10% administrative fee.
3. Reimbursable expenses such as in-house field supplies and equipment rental, tolls and parking, overnight mailings and bulk notification mailings, and in-house printing shall be invoiced at cost or unit costs as applicable.
4. Costs for items such as regular mailings of project documents, telephone or fax communications, computer usage charges, and miscellaneous in-house printing are included in the hourly rates shown above.

PROVISIONS

1. Rates are effective until December 31, 2023, at which time rates will be increased based on annual salary review.
- * For non-salaried personnel (noted above by an "**"), time worked in excess of eight hours in any day or forty hours per calendar week shall be invoiced at 150 percent of the above rate.

"CLIENT" is defined in the acceptance line of the accompanying proposal letter or the name the proposal is issued to; Tighe & Bond, Inc. is hereby referenced as "CONSULTANT"; "PROJECT" is defined in the accompanying proposal letter

1. SCHEDULE OF PAYMENTS

1.1 Invoices will generally be submitted once a month for services performed during the previous month. Payment will be due within 30 days of invoice date. Monthly payments to CONSULTANT shall be made on the basis of invoices submitted by CONSULTANT and approved by CLIENT. If requested by CLIENT, monthly invoices may be supplemented with such supporting data as reasonably requested to substantiate them.

1.2 In the event of a disagreement as to billing, the CLIENT shall pay the agreed portion.

1.3 Interest will be added to accounts in arrears at the rate of one and one-half (1.5) percent per month (18 percent per annum) or the maximum rate allowed by law, whichever is less, of the outstanding balance. In the event counsel is retained to obtain payment of an outstanding balance, CLIENT will reimburse CONSULTANT for all reasonable attorney's fees and court costs.

1.4 If CLIENT fails to make payment in full within 30 days of the date due for any undisputed billing, CONSULTANT may, after giving seven days' written notice to CLIENT, suspend services and retain work product until paid in full, including interest. In the event of suspension of services, CONSULTANT will have no liability to CLIENT for delays or damages caused by such suspension.

2. SUCCESSORS AND ASSIGNS

2.1 CLIENT and CONSULTANT each binds itself, its partners, successors, assigns and legal representatives to the other parties to this Agreement and to the partners, successors, assigns and legal representatives of such other parties with respect to all covenants of this Agreement. CONSULTANT shall not assign, sublet or transfer its interest in this Agreement without the written consent of CLIENT, which consent shall not be unreasonably withheld.

2.2 This Agreement represents the entire and integrated Agreement between CLIENT and CONSULTANT and supersedes all prior negotiations, representations or Agreements, whether written or oral. This Agreement may be amended only by written instrument signed by both CLIENT and CONSULTANT. References to this agreement include these Terms & Conditions, any accompanying proposal or description of services, as well as any other documents referenced or incorporated therein. In the event one or more provisions of any of the foregoing documents conflict with the provisions of these Terms & Conditions, the provisions of these Terms & Conditions shall control.

2.3 Nothing contained in this Agreement shall create a contractual relationship or cause of action in favor of a third party against CLIENT or against CONSULTANT.

3. STANDARD OF CARE

3.1 In providing services, CONSULTANT will use that degree of care and skill ordinarily exercised under similar circumstances by individuals providing such services in the same or similar locality for similar projects.

4. TERMINATION

4.1 This Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In addition, CLIENT may terminate this Agreement for its convenience at any time by giving written notice to CONSULTANT. In the event of any termination, CLIENT will pay CONSULTANT for all services rendered and reimbursable expenses incurred under the Agreement to the date of termination and all services and expenses related to the orderly termination of this Agreement.

5. RECORD RETENTION

5.1 CONSULTANT will retain pertinent records relating to the services performed for the time required by law, during which period the records will be made available upon reasonable request and upon reimbursement for any applicable retrieval/copying charges.

5.2 Samples - All soil, rock and water samples will be discarded 30 days after submission of CONSULTANT's report, unless mutually agreed otherwise or unless CONSULTANT's customary practice is to retain for a longer period of time for the specific type of services which CONSULTANT has agreed to perform. Upon request and mutual agreement regarding applicable charges, CONSULTANT will ship, deliver and/or store samples for CLIENT.

6. OWNERSHIP OF DOCUMENTS

6.1 All reports, drawings, specifications, computer files, field data, notes, and other documents, whether in paper or electronic format or otherwise ("documents"), are instruments of service and shall remain the property of CONSULTANT, which shall retain all common law, statutory and other reserved rights including, without limitation, the copyright thereto. CLIENT acknowledges CONSULTANT's documents, including electronic files, as the work papers of CONSULTANT and CONSULTANT's instruments of professional services. Nevertheless, the final documents prepared under this Agreement shall become the property of CLIENT upon completion of the services and payment in full of all monies due to CONSULTANT. Under no circumstances shall the transfer of ownership of CONSULTANT's documents, electronic files or other instruments of services be deemed a sale by CONSULTANT and CONSULTANT makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no case shall ownership of documents include CONSULTANT's logo, signature, professional stamps, templates, base plans, specifications or design details. CLIENT's payment to CONSULTANT of the compensation set forth in the Agreement shall be a condition precedent to the CLIENT's right to use documents prepared by CONSULTANT. It is understood that CLIENT may be required to make copies of documents available to the public under the Freedom of Information Act and the Connecticut Freedom of Information Act prior to receipt of payment by CONSULTANT.

6.2 Documents provided by CONSULTANT are not intended or represented to be suitable for reuse by CLIENT or others on any extension or modification of this PROJECT or for any other projects or sites. Reuse of documents by CLIENT or others on extensions or modifications of this project or on other sites or use by others on this PROJECT, without CONSULTANT's written permission and mutual agreement as to scope of use and as to compensation, if applicable, shall be at the user's sole risk, without liability on CONSULTANT's part.

6.3 Electronic Documents - CONSULTANT cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic writeable format. If CONSULTANT

provides documents in writeable electronic format for CLIENT's convenience, CLIENT agrees to waive any and all claims against CONSULTANT resulting in any way from the unauthorized use, alteration, misuse or reuse of the electronic documents, and to defend, indemnify, and hold CONSULTANT harmless from any claims, losses, damages, or costs, including attorney's fees, arising out of the unauthorized use, alteration, misuse or reuse of any electronic documents provided to CLIENT.

6.4 Electronic Data Bases - In the event that CONSULTANT prepares electronic data bases, geographical information system (GIS) deliverables, or similar electronic documents, it is acknowledged by CLIENT and CONSULTANT that such PROJECT deliverables will be used and perhaps modified by CLIENT and that CONSULTANT's obligations are limited to the deliverables and not to any subsequent modifications thereof. Once CLIENT accepts the delivery of maps, databases, or similar documents developed by CONSULTANT, ownership is passed to CLIENT. CONSULTANT will retain the right to use the developed data and will archive the data for a period of three years from the date of PROJECT completion.

7. INSURANCE

7.1 CONSULTANT will retain Workmen's Compensation Insurance, Professional Liability Insurance with respect to liabilities arising from negligent errors and omissions, Commercial General Liability Insurance, Excess Liability, Unmanned Aircraft, Cyber Liability, and Automobile Liability during this PROJECT. CONSULTANT will furnish certificates to CLIENT in accordance with the CLIENT's Insurance Requirements for Professional Services.

7.2 Risk Allocation - To the fullest extent permitted by law, and not withstanding any other provision of this Agreement, the total liability, in the aggregate, of the CONSULTANT to the CLIENT and anyone claiming by or through the CLIENT, for any and all claims, losses, costs or damage, of any nature whatsoever, the liability of CONSULTANT to all claimants with respect to this PROJECT will be limited to an aggregate sum not to exceed \$2,000,000 or CONSULTANT's compensation for consulting services, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law provided, however, that this limitation of liability shall not apply to any loss or damage arising out of CONSULTANT's gross negligence, fraud, willful misconduct or illegal or unlawful acts.

7.3 Damages - Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither CLIENT nor CONSULTANT, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the PROJECT or to this Agreement. This mutual waiver of certain damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that may be incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both CLIENT and CONSULTANT shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this PROJECT.

7.4 CLIENT agrees that any and all limitations of CONSULTANT's liability or waivers of damages by CLIENT to CONSULTANT shall include and extend to those individuals and entities CONSULTANT retains for performance of the services under this Agreement, including but not limited to

CONSULTANT's officers, partners, and employees and their heirs and assigns, as well as CONSULTANT's subconsultants and their officers, employees, and heirs and assigns.

8. DISPUTE RESOLUTION

8.1 In the event of a disagreement arising out of or relating to this Agreement or the services provided hereunder, CLIENT and CONSULTANT agree to attempt to resolve any such disagreement through direct negotiations between senior, authorized representatives of each party. If any disagreement is not resolved by such direct negotiations, CLIENT and CONSULTANT further agree to consider using mutually acceptable non-binding mediation service in order to resolve any disagreement prior to proceeding to litigation.

9. SITE ACCESS

9.1 Right of Entry - Unless otherwise agreed, CLIENT will furnish right-of-entry on the land for CONSULTANT to make any surveys, borings, explorations, tests or similar field investigations. CONSULTANT will take reasonable precautions to limit damage to the land from use of equipment, but the cost for restoration of any damage that may result from such field investigations is not included in the agreed compensation for CONSULTANT. If restoration of the land is required greater than those included in the scope of work, upon mutual agreement this may be accomplished as a reimbursable additional service at cost plus ten percent.

9.2 Damage to Underground Structures - Reasonable care will be exercised in locating underground structures in the vicinity of proposed subsurface explorations. This may include contact with the local agency coordinating subsurface utility information and/or a review of plans provided by CLIENT or CLIENT representatives for the site to be investigated. CONSULTANT shall be entitled to rely upon any information or plans prepared or made available by others. In the absence of physically confirmed underground structure locations, CLIENT agrees to accept the risk of damage and costs associated with repair and restoration of damage resulting from the exploration work.

10. OIL AND HAZARDOUS MATERIALS

10.1 If, at any time, evidence of the existence or possible existence of asbestos, oil, or other hazardous materials or substances is discovered, outside of any agreed scope of work or greater than those anticipated in any agreed scope of work, CONSULTANT reserves the right to renegotiate the fees for CONSULTANT's services and CONSULTANT's continued involvement in the PROJECT. CONSULTANT will notify CLIENT as soon as practical if evidence of the existence or possible existence of such hazardous materials or substances is discovered.

10.2 The discovery of the existence or possible existence of hazardous materials or substances, outside or greater than any proposed in the agreed scope of work, may make it necessary for CONSULTANT to take accelerated action to protect human health and safety, and/or the environment. CLIENT agrees to compensate CONSULTANT for the cost of any and all measures that in its professional opinion are appropriate to preserve and/or protect the health and safety of the public, the environment, and/or CONSULTANT's personnel. To the full extent permitted by law, CLIENT waives any claims against CONSULTANT and agrees to indemnify, defend and hold harmless CONSULTANT from any and all claims, losses, damages, liability, and costs, including but not limited to cost of defense, arising out of or in any way connected with the existence or possible existence of such hazardous materials substances at the site.

11. SITE INVESTIGATIONS

11.1 In soils, groundwater, soil gas, indoor air, or other investigations, conditions may vary between successive test points and sample intervals and for locations at or between where observations, exploration, and investigations have been made. Because of the variability of conditions and the inherent uncertainties in such evaluations, explorations, or investigations, changed or unanticipated conditions may occur that may affect overall PROJECT costs and/or execution. These variable conditions and related impacts on cost and PROJECT execution are not the responsibility of CONSULTANT.

11.2 CLIENT recognizes that special risks occur whenever engineering or related disciplines are applied to provide information regarding subsurface conditions. Even an agreed sampling and testing program, implemented with appropriate equipment and personnel with the assistance of a trained professional performing in accordance with the applicable professional standard of care, may provide data or information which differs significantly from that discovered or encountered subsequently. Environmental, geological, and geotechnical conditions, that CONSULTANT may infer to exist between sampling points may differ significantly from those discovered or encountered subsequently. The passage of time also should be considered, and CLIENT recognizes that due to natural occurrences or direct, or indirect human intervention at or near the site, actual conditions may quickly change. CONSULTANT shall not be responsible for the identification of emerging contaminants for which no current regulatory provisions exists nor shall CONSULTANT be held liable for not identifying or discussing these compounds even if those compounds are detected at a later date. CLIENT realizes that these risks cannot be eliminated. The services included in this agreement are those agreed to, or selected, consistent with CLIENT's risk preferences and other considerations including cost and schedule.

11.3 By authorizing CONSULTANT to proceed with the site investigation services, CLIENT confirms that CONSULTANT has not created nor contributed to the presence of any existing hazardous substances or conditions at or near the site. CLIENT recognizes that there is an inherent risk in drilling, borings, punching or driving probes, excavating trenches or implementing other methods of subsurface exploration at or near a site contaminated by hazardous materials. Further, CLIENT recognizes that these are inherent even through the exercise of the Standard of Care. CLIENT accepts the risk and agrees to defend, indemnify, and hold CONSULTANT and each of CONSULTANT's subcontractors, consultants, officers, directors, and employees harmless against and all claims for damages, costs, or expenses direct or consequential, in connection with a release of hazardous substances, except to the extent that such claims, damages, or losses are adjudicated to have resulted from CONSULTANT's gross negligence or willful misconduct in the performance of the services.

12. FEDERAL AND STATE REGULATORY AGENCY AUDITS

12.1 For certain services rendered by CONSULTANT, documents filed with federal and state regulatory agencies may be audited after the date of filing. In the event that CLIENT's PROJECT is selected for an audit, CLIENT agrees to compensate CONSULTANT for time spent preparing for and complying with an agency request for information or interviews in conjunction with such audit. CLIENT will be notified at the time of any such request by an agency, and

CONSULTANT will invoice CLIENT based on its standard billing rates in effect at the time of the audit.

13. CLIENT'S RESPONSIBILITIES

13.1 Unless otherwise stated in the Agreement, CLIENT will obtain, arrange, and pay for all notices, permits, and licenses required by local, state, or federal authorities; and CLIENT will make available the land, easements, rights-of-way, and access necessary for CONSULTANT's services or PROJECT implementation.

13.2 CLIENT will examine CONSULTANT's studies, reports, sketches, drawings, specifications, proposals, and other documents and communicate promptly to CONSULTANT in the event of disagreement regarding the contents of any of the foregoing. CLIENT, at its own cost, will obtain advice of an attorney, insurance counselor, accountant, auditor, bond and financial advisors, and other consultants as CLIENT deems appropriate; and render in writing decisions required by CLIENT in a timely manner.

14. OPINIONS OF COST, FINANCIAL ANALYSES, ECONOMIC FEASIBILITY PROJECTIONS, AND SCHEDULES

14.1 CONSULTANT has no control over cost or price of labor and materials required to implement CLIENT's PROJECT, unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs, competitive bidding procedures and market conditions, time or quality of performance by operating personnel or third parties, and other economic and operational factors that may materially affect the ultimate PROJECT cost or schedule. Therefore, CONSULTANT makes no warranty, expressed or implied, that CLIENT's actual PROJECT costs, financial aspects, economic feasibility, or schedules will not vary from any opinions, analyses, projections, or estimates which may be provided by CONSULTANT. If CLIENT wishes additional information as to any element of PROJECT cost, feasibility, or schedule, CLIENT at its own cost will employ an independent cost estimator, contractor, or other appropriate advisor.

15. CONSTRUCTION PHASE PROVISIONS

The following provisions shall be applicable should the CONSULTANT be retained to provide Construction Phase Services in connection with the PROJECT:

15.1 CLIENT and Contractor - The presence of CONSULTANT's personnel at a construction site, whether as onsite representatives or otherwise, does not make CONSULTANT or CONSULTANT's personnel in any way responsible for the obligations, duties, and responsibilities of the CLIENT and/or the construction contractors or other entities, and does not relieve the construction contractors or any other entity of their respective obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction contract documents and for providing and/or enforcing all health and safety precautions required for such construction work.

15.2 Contractor Control - CONSULTANT and CONSULTANT's personnel have no authority or obligation to monitor, to inspect, to supervise, or to exercise any control over any construction contractor or other entity or their employees in connection with their work or the health and safety precautions for the construction work and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except CONSULTANT's own personnel.

15.3 On-site Responsibility - The presence of CONSULTANT's personnel at a construction site is for the purpose of providing to CLIENT an increased degree of confidence that the completed construction work will conform generally to the construction documents and that the design concept as reflected in the construction documents generally has been implemented and preserved by the construction contractor(s). CONSULTANT neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the construction documents.

15.4 Payment Recommendations - Recommendations by CONSULTANT to CLIENT for periodic construction progress payments to the construction contractor(s) are based on CONSULTANT's knowledge, information, and belief from selective observation that the work has progressed to the point indicated. Such recommendations do not represent that continuous or detailed examinations have been made by CONSULTANT to ascertain that the construction contractor(s) have completed the work in exact accordance with the construction documents; that the final work will be acceptable in all respects; that CONSULTANT has made an examination to ascertain how or for what purpose the construction contractor(s) have used the moneys paid; that title to any of the work, materials, or equipment has passed to CLIENT free and clear of liens, claims, security interests, or encumbrances; or that there are no other matters at issue between CLIENT and the construction contractors that affect the amount that should be paid.

15.5 Record Drawings - Record drawings, if required as part of CONSULTANT's agreed scope of work, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the PROJECT was finally constructed. CONSULTANT is not responsible for any errors or omissions in the information from others that are incorporated into the record drawings.

16. DESIGN WITHOUT CONSTRUCTION PHASE SERVICES

The following provisions shall be applicable should the CONSULTANT be retained to provide design services but not be retained to provide Construction Phase Services in connection with the PROJECT:

16.1 It is understood and agreed that the CONSULTANT's Scope of Services under this proposal does not include project observation or review of the Contractor's performance or any other construction phase services, and that such services will be provided by the CLIENT or others. The CLIENT assumes all responsibility for interpretation of the Contract Documents and for construction observation, and the CLIENT waives any claims against the CONSULTANT that may be in any way connected thereto.

16.2 In addition, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the CONSULTANT, its officers, directors, employees and subconsultants (collectively, CONSULTANT) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the Contract Documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of the CONSULTANT.

17. SCHEDULE

17.1 The CLIENT agrees that the CONSULTANT is not responsible for damages arising directly or indirectly from any delays for causes beyond the CONSULTANT's reasonable control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters, pandemics, or acts of God; fires, riots, war or other emergencies; failure of any government agency to act in timely manner; failure of performance by the CLIENT or the CLIENT's contractors or consultants.

17.2 The CONSULTANT's schedule includes reasonable allowances for review and approval times required by the CLIENT, performance of services by the CLIENT's consultants, and review and approval times required by public authorities having jurisdiction over the PROJECT. This schedule shall be equitably adjusted as the PROJECT progresses, allowing for changes in scope, character or size of the PROJECT requested by the Client, or for delays or other causes beyond the Consultant's reasonable control.

18. MISCELLANEOUS TERMS

18.1 GOVERNING LAW - The CLIENT and the CONSULTANT agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the jurisdiction where the PROJECT is located, without regard to any conflict of laws provisions, which may apply the laws of other jurisdictions.

18.2 LENDERS' REQUIREMENTS - The CONSULTANT shall not be required to execute any documents subsequent to the signing of this Agreement that in any way might, in the sole judgment of the CONSULTANT, increase the CONSULTANT's contractual or legal obligations or risks, or adversely affect the availability or cost of its professional or general liability insurance.

18.3 CORPORATE PROTECTION - Notwithstanding anything to the contrary contained herein, the CLIENT agrees that as the CLIENT's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the CONSULTANT, a Massachusetts corporation, and not against any of the CONSULTANT's individual employees, officers or directors.

18.4 TITLES - The section headings used in this Agreement are intended principally for convenience and shall not be used in interpreting this Agreement or in determining any of the rights or obligations of the parties to this Agreement.

18.5 Upon execution, these terms as incorporated into the accompanying proposal represent the final intent of the parties. Any modification, rescission, or waivers of these terms shall only be effective and binding if agreed to in writing by the parties.

EXHIBIT "A"

REQUIREMENTS OF THE STATE OF CONNECTICUT

PURSUANT TO THE 2022 LEASE, OPERATING, AND FUNDING AGREEMENT BETWEEN THE CITY OF NEW HAVEN AND THE STATE OF CONNECTICUT, DEPARTMENT OF TRANSPORTATION FOR NEW HAVEN UNION STATION CAMPUS, THE CONTRACTOR SHALL COMPLY WITH CERTAIN PROVISIONS REQUIRED AS STATED HEREIN

I. INSURANCE REQUIREMENTS AT UNION STATION CAMPUS FOR PROFESSIONAL SERVICES

A. The following shall be included as additional named insured on all insurance certificates to the extent allowed by law: the New Haven Parking Authority/Park New Haven, the City of New Haven, the State of Connecticut and their respective employees, officers and agents. NHPA reserves the right to add entities to this list.

B. Indemnify and save harmless those listed in paragraph "A" above and their respective officers, agents, and employees from claims, suits, actions, damages, and costs of every name and description resulting from the negligent performance of the Consultant and/or any of its Subconsultants under this Agreement, including any supplements thereto, or resulting from the nonperformance of the Consultant and/or any of its Subconsultants of any of the covenants and/or specifications of this Agreement, including any supplements thereto, and such indemnity shall not be limited by reason of any insurance coverage.

C. With respect to the operations performed by the Consultant under the terms of this Agreement and also those performed for the Consultant by its Subconsultants, the Consultant will be required to carry for the duration of this Agreement, and any supplements thereto, with the required additional named insured, the minimum liability insurance coverage noted in items "C(1)" through "C(5)" at the Consultant's expense. Said coverage is to be provided by an insurance company or companies satisfactory to the New Haven Parking Authority. Each insurance policy shall require that the insurance company agree to investigate and defend the insured against all claims for damages, even if groundless.

(1) Consultant and its Subconsultants shall carry **Professional Liability Insurance** insuring against liability for work performed during the course of this Agreement in the sum of not less than Two Million Dollars (\$2,000,000) per occurrence, Two Million Dollars (\$2,000,000) aggregate at no cost to NHPA. This policy shall also include **pollution and environmental impairment coverage**. Said policy shall remain in full force and effect from the date of this Agreement through the expiration of the statute of limitations for actions against professional service providers (inclusive of extended injury limitation). It is understood that no terms and conditions of such insurance policy may be changed except upon the prior written approval of NHPA which approval shall not be unreasonably withheld.

(2) The Consultant and its Subconsultants shall carry **Worker's Compensation and Employers' Liability Insurance** and, as applicable, insurance required in accordance with the U.S. Longshore and Harbor Worker's Compensation Act, and in accordance with the requirements of the laws of the State of Connecticut and the laws of the United States with the following limits: Workers Compensation with Statutory Limits and Employers' Liability \$1,000,000/\$1,000,000/\$1,000,000 Limits.

(3) The Consultant and its Subconsultants shall carry **Commercial General Liability Insurance, including Contractual Liability Insurance**, providing for a total limit of One Million Dollars (\$1,000,000) for all damages arising out of bodily injuries to or death of all persons in any one incident or occurrence, and for all damages arising out of injury to or destruction of property in any one incident or occurrence, and, subject to that limit per accident, a total (or aggregate) limit of Two Million Dollars (\$2,000,000) for all damages arising out of bodily injuries to or death of all persons in all accidents or occurrences and out of injury to or destruction of property during the policy period.

(4) The operation of all motor vehicles, including those hired or borrowed, used in connection with this Agreement shall be covered by **Automobile Liability Insurance** providing for a limit of One Million Dollars (\$1,000,000) Combined Single Limit.

(5) **Umbrella/Excess Liability** with limits of One Million Dollars (\$1,000,000) Each Occurrence and Aggregate.

D. Policy Requirements: The company or companies writing any insurance which the Consultant and its Subconsultants are required to carry and maintain or cause to be carried or maintained pursuant to this Agreement shall name the New Haven Parking Authority/Park New Haven, the City of New Haven, the State Of Connecticut and their respective employees, officers and agents as Additional Insureds on a primary and non-contributory basis to all policies except Workers Compensation. All policies shall also include a **Waiver of Subrogation**. Insurance shall be written with Carriers approved in the State of Connecticut and have a Financial Strength Rating of "A-" or higher and a Financial Size Rating of VIII or higher from A.M. Best Company. In addition, all Carriers are subject to approval by the New Haven Parking Authority/Park New Haven.

If any policy is written on a "Claims Made" basis, the policy must be continually renewed for a minimum of two (2) years from the completion date of this contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.

E. Insurance Certificates: Original, completed Certificates of Insurance must be presented to the New Haven Parking Authority/Park New Haven, 232 George Street, New Haven, CT 06510 prior to contract issuance. Consultant agrees to provide renewal certificates at least 30 days prior to the expiration date of the policies. Should

any of the above described policies be cancelled, limits reduced or coverage altered, 30 days written notice must be given to the New Haven Parking Authority/Park New Haven.

II. STATE AND FEDERALLY REQUIRED PROVISIONS

A. The bid documents specify the applicable compliance requirements with Disadvantaged/Minority and Women Business Enterprises. Additionally, see the applicable provisions in Schedule 5 attached to this Agreement.

B. The Contractor shall comply with the applicable provisions set forth in Schedule 6 attached to this Agreement, including Title VI requirements that must flow-down to contractors and tenants: The Recipient in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S. C. §§ 2000d through 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

C. The Contractor acknowledges that it will comply with the applicable requirements under State law administered by the Connecticut Department of Labor, including but not limited to, standard wage (CGS § 31-57f) and prevailing wage (CGS § 31-53 and § 31-53a) that may apply to services performed under this Agreement.

D. CTDOT reserves the right to review contracts/agreements (to ensure required provisions included, whether by State requirement, e.g. State nondiscrimination, or by Federal requirement, e.g., Title VI, and any federal grant-specific requirements as may apply throughout the term) and reserves the right to direct removal of contractors throughout the term as CTDOT may determine, e.g., as a result of contractor violation of requirements, contractor suspension/disbarment from State work.

E. The Contractor shall comply with the requirements set forth in the "CTDOT Administrative and Statutory Requirements" attached as Schedule 7 to this Agreement.

Schedule 5

DBE Special Provisions

Revised July 2020

I. ABBREVIATIONS AND DEFINITIONS AS USED IN THIS SPECIAL PROVISION

A. *Broker* means a party acting as an agent for others in negotiating Contracts, Agreements, purchases, sales, etc., in return for a fee or commission.

B. *Contract, Agreement or Subcontract* means a legally binding relationship obligating a seller to furnish supplies or services (including but not limited to, construction and professional services) and the buyer to pay for them. For the purposes of this provision, a lease for equipment or products is also considered to be a Contract.

C. *Contractor* means a consultant, second party or any other entity under Contract to do business with CTDOT or, as the context may require, with another Contractor (i.e. subcontractor) to CTDOT.

D. *CTDOT* means the Connecticut Department of Transportation.

E. *Disadvantaged Business Enterprise ("DBE")* means a for profit small business concern:

1. That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and
2. Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it; and
3. Certified by CTDOT under Title 49 of the Code of Federal Regulations, Part 26, (Title 49 CFR Part 23 of the Code of Federal Regulations for Participation of Disadvantaged Business Enterprise in Airport Concessions)

F. *USDOT* means the U.S. Department of Transportation, including the Office of the Secretary, the Federal Highway Administration ("FHWA"), the Federal Transit Administration ("FTA"), and the Federal Aviation Administration ("FAA").

G. *USDOT-assisted Contract* means any Contract between CTDOT and a Contractor (at any tier) funded in whole or in part with USDOT financial assistance.

H. *Good Faith Efforts ("GFE")* means all necessary and reasonable steps to achieve a DBE goal or other requirement which by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement.

I. *Small Business Concern* means, with respect to firms seeking to participate as DBEs in USDOT-assisted Contracts, a small business concern as defined pursuant to Section 3 of the Small Business Act and Small Business Administration ("SBA") regulations implementing it (13 CFR Part 121) that also does not exceed the cap on average annual gross receipts in 49 CFR Part 26, Section 26.65(b).

J. *Socially and Economically Disadvantaged Individual* means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is:

1. Any individual who CTDOT finds, on a case-by-case basis, to be a socially and economically disadvantaged individual.
2. Any individuals in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:
 - "Black Americans", which includes persons having origins in any of the Black racial groups of Africa;
 - "Hispanic Americans", which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
 - "Native Americans", which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians.
 - "Asian-Pacific Americans", which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, or Federated States of Micronesia;
 - "Subcontinent Asian Americans", which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;
 - Women;
 - Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.

K. *Commercially Useful Function ("CUF")* means the DBE is responsible for the execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved with its own forces and equipment. The DBE must be responsible for procuring, determining quantity, negotiating price, determining quality and paying for all materials (where applicable) associated with their work. The DBE must also perform at least 30% of the total cost of its contract with its own workforce.

II. ADMINISTRATIVE REQUIREMENTS

A. General Requirements

A DBE goal percentage equaling _____ percent (%) of the Contract value has been established for this Contract. This DBE goal percentage will be applied to the final Contract value to ultimately determine the required DBE goal. If additional work is required, DBE firms should be provided the appropriate opportunities to achieve the required DBE goal.

In order to receive credit toward the Contract DBE goal, the firms utilized as DBE subcontractors or suppliers must be certified as DBEs in the type of work to be counted for credit by CTDOT's Office of Contract Compliance prior to the date of the execution of the subcontract. Neither CTDOT nor the State of Connecticut's Unified Certification Program (UCP) makes any representation as to any DBE's technical or financial ability to perform the work. Prime contractors are solely responsible for performing due diligence in hiring DBE subcontractors.

All DBEs shall perform a CUF for the work that is assigned to them. The Contractor shall monitor and ensure that the DBE is in compliance with this requirement. The Connecticut DBE UPC Directory of certified firms can be found on the CTDOT website <http://www.ct.gov/dot>. The directory lists certified DBE firms with a description of services that they are certified to perform. Only work identified in this listing may be counted towards the project's

DBE goal. A DBE firm may request to have services added at any time by contacting CTDOT's Office of Contract Compliance. No credit shall be counted for any DBE firm found not to be performing a CUF.

Once a Contract is awarded, all DBEs that were listed on the pre-award DBE commitment document must be utilized. The Contractor is obligated to provide the value and items of the work originally established in the pre-award documentation to the DBE firms listed in the pre-award documentation. Any modifications to the pre-award commitment must follow the procedure established in Section II-C.

The Contractor shall designate a liaison officer who will administer the Contractor's DBE program. Upon execution of this Contract, the name of the liaison officer shall be furnished in writing to CTDOT's unit administering the Contract, CTDOT's Office of Contract Compliance and CTDOT's Office of Construction ("OOC"). Contact information for the designated liaison officer shall be furnished no later than the scheduled date for the pre-construction meeting.

The Contractor shall submit a bi-monthly report to the appropriate CTDOT unit administering the Contract. This report shall indicate what work has been performed to date, with the dollars paid and percentage of DBE goal completed.

Verified payments made to DBEs shall be included in this bi-monthly report. A sample form is included on the CTDOT website.

In addition, the report shall include:

1. A projected time frame of when the remaining work is to be completed for each DBE.
2. A statement by the Contractor either confirming that the approved DBEs are on schedule to meet the Contract goal, or that the Contractor is actively pursuing a GFE.
3. If retainage is specified in the Contract specifications, then a statement of certification that the subcontractors' retainage is being released in accordance with 1.08.01 (Revised or supplemented).

Failure by the Contractor to provide the required reports may result in CTDOT withholding an amount equal to one percent (1%) of the monthly estimate until the required documentation is received.

The Contractor shall receive DBE credit when a DBE, or any combination of DBEs, perform work under the Contract in accordance with this specification.

Only work actually performed by and/or services provided by DBEs which are certified for such work and/or services, as verified by CTDOT, can be counted toward the DBE goal. Supplies and equipment a DBE purchases or leases from the Contractor or its affiliate cannot be counted toward the goal.

Monitoring of the CUF will occur by CTDOT throughout the life of the project. If it is unclear that the DBE is performing the work specified in its subcontract with the prime Contractor, further review may be required. If it is determined that the DBE is not performing a CUF, then the work performed by that DBE will not be counted towards the DBE goal percentage.

B. Subcontract Requirements

The Contractor shall submit to CTDOT's OOC all requests for subcontractor approvals on the standard CLA-12 forms provided by CTDOT. The dollar amount and items of work identified on the CLA-12 form must, at minimum, equal the dollar value submitted in the pre-award commitment. CLA-12 forms can be found at

<http://www.ct.gov/dot/construction> under the "Subcontractor Approval" section. All DBE subcontractors must be identified on the CLA-12 form, regardless of whether they are being utilized to meet a Contract goal percentage. A copy of the legal Contract between the Contractor and the DBE subcontractor/supplier, a copy of the Title VI Contractor Assurances and a copy of the Required Contract Provision for Federal Aid Construction Contracts (Form FHWA-1273) (Federal Highway Administration projects only) must be submitted along with a request for subcontractor approval. These attachments cannot be substituted by reference.

If retainage is specified in the Contract specifications, then the subcontract agreement must contain a prompt payment mechanism that acts in accordance with Article 1.08.01 (Revised or supplemented).

If the Contract specifications do not contain a retainage clause, the Contractor shall not include a retainage clause in any subcontract agreement, and in this case, if a Contractor does include a retainage clause, it shall be deemed unenforceable.

In addition, the following documents are to be included with the CLA-12, if applicable:

- An explanation indicating who will purchase material.
- A statement explaining any method or arrangement for utilization of the Contractor's equipment.

The subcontract must show items of work to be performed, unit prices and, if a partial item, the work involved by all parties. If the subcontract items of work or unit prices are modified, the procedure established in Section II-C must be followed.

Should a DBE subcontractor further sublet items of work assigned to it, only lower tier subcontractors who are certified as a DBE firm will be counted toward the DBE goal. If the lower tier subcontractor is a non-DBE firm, the value of the work performed by that firm will not be counted as credit toward the DBE goal.

The use of joint checks between a DBE firm and the Contractor is acceptable, provided that written approval is received from the OOC prior to the issuance of any joint check. Should it become necessary to issue a joint check between the DBE firm and the Contractor to purchase materials, the DBE firm must be responsible for negotiating the cost, determining the quality and quantity, ordering the material and installing (where applicable), and administering the payment to the supplier. The Contractor should not make payment directly to suppliers.

Each subcontract the Contractor signs with a subcontractor must contain the following assurance:

"The subcontractor/supplier/manufacturer shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor/subcontractor/supplier/manufacturer to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate."

C. Modification to Pre-Award Commitment

Contractors may not terminate for convenience any DBE subcontractor or supplier that was listed on the pre-award DBE commitment without prior written approval of the OOC. This includes, but is not limited to, instances in which a Contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm. Prior to approval, the Contractor must demonstrate to the satisfaction of the OOC, that it has good cause, as found in 49CFR Part 26.53 (f)(3), for termination of the DBE firm.

Before transmitting its request for approval to terminate pre-award DBE firms to the OOC, the Contractor must give written notice to the DBE subcontractor and include a copy to the OOC of its notice to terminate and/or substitute, and the reason for the notice.

The Contractor must provide five (5) days for the affected DBE firm to respond. This affords the DBE firm the opportunity to advise the OOC and the Contractor of any reasons why it objects to the termination of its subcontract and why the OOC should not approve the Contractor's action.

Once the Contract is awarded, should there be any amendments or modifications of the approved pre-award DBE submission other than termination of a DBE firm, the Contractor shall follow the procedure below that best meets the criteria associated with the reason for modification:

1. If the change is due to a scope of work revision or non-routine quantity revision by CTDOT, the Contractor must notify CTDOT's OOC in writing or via electronic mail that their DBE participation on the project may be impacted as soon as they are aware of the change. In this case, a release of work from the DBE firm may not be required; however the Contractor must concurrently notify the DBE firm in writing, and copy the OOC for inclusion in the project DBE file. This does not relieve the Contractor of its obligation to meet the Contract specified DBE goal, or of any other responsibility found in this specification.
2. If the change is due to a factor other than a CTDOT directive, a request for approval in writing or via electronic mail of the modification from the OOC must be submitted, along with an explanation of the change(s), prior to the commencement of work. The Contractor must also obtain a letter of release from the originally named DBE indicating their concurrence with the change, and the reason(s) for their inability to perform the work. In the event a release cannot be obtained, the Contractor must document all efforts made to obtain it.
3. In the event a DBE firm that was listed in the pre-award documents is **unable** or **unwilling** to perform the work assigned, the Contractor shall:
 - Notify the OOC Division Chief immediately and make efforts to obtain a release of work from the firm.
 - Submit documentation that will provide a basis for the change to the OOC for review and approval prior to the implementation of the change.
 - Use the DBE Directory to identify and contact firms certified to perform the type of work that was assigned to the unable or unwilling DBE firm. The Contractor should also contact CTDOT's Office of Contract Compliance for assistance in locating additional DBE firms to the extent needed to meet the contract goal.

Should a DBE subcontractor be terminated or fail to complete work on the Contract for any reason, the Contractor must make a GFE to find another DBE subcontractor to substitute for the original DBE. The DBE replacement shall be given every opportunity to perform at least the same amount of work under the Contract as the original DBE subcontractor.

If the Contractor is unable to find a DBE replacement:

- The Contractor should identify other contracting opportunities and solicit DBE firms in an effort to meet the Contract DBE goal requirement, if necessary, and provide documentation to support a GFE. (Refer to GFE in Section III.)

- The Contractor must demonstrate that the originally named DBE, who is unable or unwilling to perform the work assigned, is in default of its subcontract, or identify other issues that affected the DBE firm's ability to perform the assigned work. The Contractor's ability to negotiate a more advantageous agreement with another subcontractor is not a valid basis for change.

III. GOOD FAITH EFFORTS

The DBE goal is NOT reduced or waived for projects where the Contractor receives a Pre-Award GFE determination from the Office of Contract Compliance prior to the award of the Contract. It remains the responsibility of the Contractor to make a continuing GFE to achieve the specified Contract DBE goal. The Contractor shall pursue every available opportunity to obtain additional DBE firms and document all efforts made in such attempts.

At the completion of all Contract work, the Contractor shall submit a final report to CTDOT's unit administering the Contract indicating the work done by and the dollars paid to DBEs. Only verified payments made to DBEs performing a CUF will be counted towards the Contract goal.

Goal attainment is based on the total Contract value, which includes all construction orders created during the Contract. If the Contractor does not achieve the specified Contract goal for DBE participation or has not provided the value of work to the DBE firms originally committed to in the pre-award submission, the Contractor shall submit documentation to CTDOT's unit administering the Contract detailing the GFE made during the performance of the Contract to satisfy the goal.

A GFE should consist of the following, where applicable (CTDOT reserves the right to request additional information):

1. A detailed statement of the efforts made to replace an unable or unwilling DBE firm, and a description of any additional subcontracting opportunities that were identified and offered to DBE firms in order to increase the likelihood of achieving the stated goal.
2. A detailed statement, including documentation of the efforts made to contact and solicit bids from certified DBEs, including the names, addresses, and telephone numbers of each DBE firm contacted; the date of contact and a description of the information provided to each DBE regarding the scope of services and anticipated time schedule of work items proposed to be subcontracted and the response from firms contacted.
3. Provide a detailed explanation for each DBE that submitted a subcontract proposal which the Contractor considered to be unacceptable stating the reason(s) for this conclusion.
4. Provide documentation, if any, to support contacts made with CTDOT requesting assistance in satisfying the specified Contract goal.
5. Provide documentation of all other efforts undertaken by the Contractor to meet the defined goal. Additional documentation of efforts made to obtain DBE firms may include but will not be limited to:
 - Negotiations held in good faith with interested DBE firms, not rejecting them without sound reasons.
 - Written notice provided to a reasonable number of specific DBE firms in sufficient time to allow effective participation.
 - Those portions of work that could be performed by readily available DBE firms.

In instances where the Contractor can adequately document or substantiate its GFE and compliance with other DBE Program requirements, the Contractor will have satisfied the DBE requirement and no administrative remedies will be imposed.

IV. PROJECT COMPLETION

At the completion of all Contract work, the Contractor shall:

1. Submit a final report to CTDOT's unit administering the Contract indicating the work done by, and the dollars paid to DBEs.
2. Submit verified payments made to all DBE subcontractors for the work that was completed.
3. Submit documentation detailing any changes to the DBE pre-award subcontractors that have not met the original DBE pre-award commitment, including copies of the Department's approvals of those changes.
4. Retain all records for a period of three (3) years following acceptance by CTDOT of the Contract and those records shall be available at reasonable times and places for inspection by authorized representatives of CTDOT and Federal agencies. If any litigation, claim, or audit is started before the expiration of the three (3) year period, the records shall be retained until all litigation, claims, or audit findings involving the records are resolved.

If the Contractor does not achieve the specified Contract goal for DBE participation in addition to meeting the dollar value committed to the DBE subcontractors identified in the pre-award commitment, the Contractor shall submit documentation to CTDOT's unit administering the Contract detailing the GFE made during the performance of the Contract to satisfy the goal.

V. SHORTFALLS

A. Failure to meet DBE goals

As specified in (II-A) above, attainment of the Contract DBE goal is based on the final Contract value. The Contractor is expected to achieve the amount of DBE participation originally committed to at the time of award; however, additional efforts must be made to provide opportunities to DBE firms in the event a Contract's original value is increased during the life of the Contract.

The Contractor is expected to utilize the DBE subcontractors originally committed in the DBE pre-award documentation for the work and dollar value that was originally assigned.

If a DBE is terminated or is unable or unwilling to complete its work on a Contract, the Contractor shall make a GFE to replace that DBE with another certified DBE to meet the Contract goal.

The Contractor shall immediately notify the OOC of the DBE's inability or unwillingness to perform, and provide reasonable documentation and make efforts to obtain a release of work from the firm.

If the Contractor is unable to find a DBE replacement, then the Contractor should identify other contracting opportunities and solicit DBE firms in an effort to meet the Contract DBE goal requirement, if necessary, and provide documentation to support a GFE.

When a DBE is unable or unwilling to perform, or is terminated for just cause, the Contractor shall make a GFE to find other DBE opportunities to increase DBE participation to the extent necessary to at least satisfy the Contract goal.

For any DBE pre-award subcontractor that has been released appropriately from the project, no remedy will be assessed, provided that the Contractor has met the criteria described in Section II-C.

B. Administrative Remedies for Non-Compliance:

In cases where the Contractor has failed to meet the Contract specified DBE goal or the DBE pre-award commitment, and where no GFE has been demonstrated, then one or more of the following administrative remedies will be applied:

1. A reduction in Contract payments to the Contractor as determined by CTDOT, not to exceed the shortfall amount of the **DBE goal**. The maximum shortfall will be calculated by multiplying the Contract DBE goal (adjusted by any applicable GFE) by the final Contract value, and subtracting any verified final payments made to DBE firms by the Contractor.
2. A reduction in Contract payments to the Contractor determined by CTDOT, not to exceed the shortfall amount of the **pre-award commitment**. The maximum shortfall will be calculated by subtracting any verified final payments made by the Contractor to each DBE subcontractor from the amount originally committed to that subcontractor in the pre-award commitment.
3. A reduction in Contract payments to the Contractor determined by CTDOT for any pre-award DBE subcontractor who has not obtained the dollar value of work identified in the DBE pre-award commitment and has not followed the requirements of Section II-C or for any DBE firm submitted for DBE credit that has not performed a CUF.
4. The Contractor being required to submit a written DBE Program Corrective Action Plan to CTDOT for review and approval, which is aimed at ensuring compliance on future projects.
5. The Contractor being required to attend a Non-Responsibility Meeting on the next contract where it is the apparent low bidder.
6. The Contractor being suspended from bidding on contracts for a period not to exceed six (6) months.

VI. CLASSIFICATIONS OTHER THAN SUBCONTRACTORS

A. Material Manufacturers

Credit for DBE manufacturers is 100% of the value of the manufactured product. A manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the Contractor.

If the Contractor elects to utilize a DBE manufacturer to satisfy a portion of, or the entire specified DBE goal, the Contractor must provide the OOC with:

- Subcontractor Approval Form (CLA-12) indicating the firm designation,
- An executed "Affidavit for the Utilization of Material Suppliers or Manufacturers" (sample attached), and
- Substantiation of payments made to the supplier or manufacturer for materials used on the project.

B. Material Suppliers (Dealers)

Credit for DBE dealers/suppliers is limited to 60% of the value of the material to be supplied, provided such material is obtained from an approved DBE dealer/supplier.

In order for a firm to be considered a regular dealer, the firm must own, operate, or maintain a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. At least one of the following criteria must apply:

- To be a regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question.
- A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating or maintaining a place of business if the person both owns and operates distribution equipment for the products. Any supplementing of the regular dealers' own distribution equipment shall be by long term lease agreement, and not on an ad hoc or contract to contract basis.
- Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not regular dealers within the meaning of this paragraph.

If the Contractor elects to utilize a DBE supplier to satisfy a portion or the entire specified DBE goal, the Contractor must provide the OOC with:

- Subcontractor Approval Form (CLA-12) indicating the firm designation,
- An executed "Affidavit for the Utilization of Material Suppliers or Manufacturers" (sample attached), and
- Substantiation of payments made to the supplier or manufacturer for materials used on the project.

C. Brokering

- Brokering of work for DBE firms who have been listed by the Department as certified brokers is allowed. Credit for those firms shall be applied following the procedures in Section VI-D.
- Brokering of work by DBEs who have been approved to perform subcontract work with their own workforce and equipment is not allowed, and is a Contract violation.
- Firms involved in the brokering of work, whether they are DBEs and/or majority firms who engage in willful falsification, distortion or misrepresentation with respect to any facts related to the project shall be referred to the U.S. DOT, Office of the Inspector General for prosecution under Title 18, U.S. Code, Part I, Chapter 47, Section 1020.

D. Non-Manufacturing or Non-Supplier DBE Credit

Contractors may count towards their DBE goals the following expenditures with DBEs that are not manufacturers or suppliers:

- Reasonable fees or commissions charged for providing a bona fide service such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment materials or supplies necessary for the performance of the Contract, provided that the fee or commission is determined by the OOC to be reasonable and consistent with fees customarily allowed for similar services.
- The fees charged only for delivery of materials and supplies required on a job site when the hauler, trucker, or delivery service is a DBE, and not the manufacturer, or regular dealer of the materials and supplies, and provided that the fees are determined by the OOC to be reasonable and not excessive as compared with fees customarily allowed for similar services.
- The fees or commissions charged for providing bonds or insurance specifically required for the performance of the Contract, provided that the fees or commissions are determined by CTDOT to be reasonable and not excessive as compared with fees customarily allowed for similar services.

E. Trucking

While technically still considered a subcontractor, the rules for counting credit for DBE trucking firms are as follows:

- The DBE must own and operate at least one fully licensed, insured, and operational truck used on the Contract.
- The DBE receives credit for the total value of the transportation services it provides on the Contract using trucks it owns, insures and operates using drivers it employs.
- The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Contract.
- The DBE may lease trucks from a non-DBE firm; however the DBE may only receive credit for any fees or commissions received for arranging transportation services provided by the non-DBE firms. Additionally, the DBE firm must demonstrate that they are in full control of the trucking operation for which they are seeking credit.

VII. Suspected DBE Fraud

In appropriate cases, CTDOT will bring to the attention of the USDOT any appearance of false, fraudulent, or dishonest conduct in connection with the DBE program, so that USDOT can take the steps, e.g. referral to the Department of Justice for criminal prosecution, referral to USDOT Inspector General, action under suspension and debarment or Program Fraud and Civil Penalties rules provided in 49 CFR Part 31.

CONNECTICUT DEPARTMENT OF TRANSPORTATION
(OFFICE OF CONSTRUCTION)
BUREAU OF ENGINEERING AND CONSTRUCTION

This affidavit must be completed by the State Contractor's DBE notarized and attached to the contractor's request to utilize a DBE supplier or manufacturer as a credit towards its DBE contract requirements; failure to do so will result in not receiving credit towards the contract DBE requirement.

State Contract No.

Federal Aid Project No.

Description of Project

I, _____, acting in behalf of _____
(Name of person signing Affidavit) (DBE person, firm, association or corporation)
of which I am the _____ certify and affirm that _____
(Title of Person) (DBE person, firm, association or corporation)

is a certified Connecticut Department of Transportation DBE. I further certify and affirm that I have read and understand 49 CFR, Sec. 26.55(e)(2), as the same may be revised.

I further certify and affirm that _____ will assume the actual and
(DBE person, firm, association or Corporation)
for the provision of the materials and/or supplies sought by _____.

If a manufacturer, I operate or maintain a factory or establishment that produces, on the premises, the materials, supplies, articles or equipment required under the contract an of the general character described by the specifications.

If a supplier, I perform a commercially useful function in the supply process. As a regular dealer, I, at a minimum, own and operate the distribution equipment for bulk items. Any supplementing of my distribution equipment shall be by long-term lease agreement, and not on an ad hoc or contract-by-contract basis.

I understand that false statements made herein are punishable by Law (Sec. 53a-157), CGS, as revised).

(Name of Corporation or Firm)

(Signature & Title of Official making the Affidavit)

Subscribed and sworn to before me, this _____ day of _____ 20 _____.

Notary Public (Commissioner of the Superior Court)

My Commission Expires _____

CERTIFICATE OF CORPORATION

I, _____, certify that I am the _____
(Official) (President)

of the Corporation named in the foregoing instrument; that I have been duly authorized to affix the seal of the Corporation to such papers as require the seal; that _____, who signed said instrument on behalf of the Corporation, was then _____ of said corporation; that said instrument was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporation powers.

(Signature of Person Certifying)

(Date)

GENERAL

Schedule 6

TITLE VI CONTRACTOR ASSURANCES

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Regulations relative to Nondiscrimination in Federally-assisted programs of the United States Department of Transportation Federal Highway Administration and Federal Transit Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, disability, income or Limited English Proficiency in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration or Federal Transit Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor will so certify to the Recipient or the Federal Highway Administration or the Federal Transit Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Non-compliance:** In the event of the contractor's non-compliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration or the Federal Transit Administration may determine to be appropriate, including, but not limited to:

- a. withholding contract payments to the contractor under the contract until the contractor complies; and/or
- b. cancelling, terminating, or suspending a contract, in whole or in part.

TITLE VI CONTRACTOR ASSURANCES - page 2

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration or the Federal Transit Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with, litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

TITLE VI CONTRACTOR ASSURANCES - page 3

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to -ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U .S.C. 1681 et seq)

Schedule 7

CTDOT ADMINISTRATIVE AND STATUTORY REQUIREMENTS

1. For the purposes of this Schedule,

"Agency" means CTDOT;

"Business Associate" is defined in 45 C.F.R. § 160.103;

"Contract" means this Agreement;

"Contractor" means CITY; and

"Contractor Parties" means City Parties.

2. Whistleblowing. This Contract may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

3. Forum and Choice of Law. The parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

4. Sovereign Immunity. The parties acknowledge and agree that nothing in the Solicitation or the Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this section conflicts with any

other section, this section shall govern.

5. Audit and Inspection of Plants, Places of Business and Records.

- (a) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract.
- (b) The Contractor shall maintain, and shall require each of the Contractor Parties to maintain, accurate and complete Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.
- (c) The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
- (d) The Contractor shall pay for all costs and expenses of any audit or inspection which reveals information that, in the sole determination of the State, is sufficient to constitute a breach by the Contractor under this Contract. The Contractor shall remit full payment to the State for such audit or inspection no later than 30 days after receiving an invoice from the State. If the State does not receive payment within such time, the State may setoff the amount from any moneys which the State would otherwise be obligated to pay the Contractor in accordance with this Contract's setoff provision.
- (e) The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (i) final payment under this Agreement, or (ii) the expiration or earlier termination of this Agreement, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.
- (f) The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.
- (g) The Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.

6. Protection of Confidential Information.

- (a) Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.
- (b) Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for

protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Agency or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:

1. A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
 2. Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
 3. A process for reviewing policies and security measures at least annually;
 4. Creating secure access controls to Confidential Information, including but not limited to passwords; and
 5. Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
- (c) The Contractor and Contractor Parties shall notify the Agency and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Agency and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from the Agency, any State of Connecticut entity or any affected individuals.
- (d) The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.
- (e) Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to HIPAA or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of the Agency.

7. Executive Orders and Other Enactments.

- (a) All references in this Contract to any Federal, State, or local law, statute, public or special act, executive order, ordinance, regulation or code (collectively, "Enactments") shall mean Enactments that apply to the Contract at any time during its term, or that may be made applicable to the Contract

during its term. This Contract shall always be read and interpreted in accordance with the latest applicable wording and requirements of the Enactments. At the Contractor's request, the Agency shall provide a copy of these Enactments to the Contractor. Unless otherwise provided by Enactments, the Contractor is not relieved of its obligation to perform under this Contract if it chooses to contest the applicability of the Enactments or the Agency's authority to require compliance with the Enactments.

(b) This Contract is subject to the provisions of Executive Order No. 3 of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. 17 of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. 16 of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it.

(c) The Contract may be subject to (1) Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services; (2) Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017 concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of Policy and Management, Policy ID IT-SDLC-17-04; and (3) Executive Order Nos. 13F and 13G of Governor Ned Lamont, promulgated September 3, 2021 and September 10, 2021, respectively, concerning protection of public health and safety during COVID-19 pandemic, as extended by Executive Order No. 14A of Governor Ned Lamont, promulgated September 30, 2021. If any of the Executive Orders referenced in this section is applicable, it is deemed to be incorporated into and made a part of the Contract as if fully set forth in it.

Level of Effort Estimate - Union Station PDD Traffic Study

Description	TAB		TAB		TAB		TAB		Total Manhours	Total Task Cost
	Project Director	Project Manager	Project Engineer	Staff Engineer	Project Engineer	Staff Engineer	Project Engineer	Staff Engineer		
Task 2 - Traffic Impact Study										
1. Site Visit	2	4	12	12					30	\$4,050
2. Obtain traffic data and prepare Existing and Background Volumes	2	4	8	16					26	\$3,450
3. Develop Trip Generation Estimates and Distribution	2	4	8	16					26	\$3,450
4. Submit Traffic Volumes for Approval	2	4	4	4					10	\$1,325
5. Prepare Operational Analyses for Five Scenarios	4	16	40	120					180	\$22,020
6. Conduct Safety Assessment	2	4	8	16					30	\$3,975
7. Prepare Draft Traffic Impact Study Report	6	12	16	48					80	\$10,450
8. Respond to Comments and Prepare Final Report	4	8	8	16					36	\$4,575
Phase Subtotal	24	56	104	248					428	\$55,050
Task 3 - S. Concept Plans, Meetings, City Approval Process										
1. Prepare office mobility improvement concept plans	4	16	80	40					140	\$18,320
2. Attend meetings	12	10	8	8					38	\$4,925
3. Prepare City PDD presentation materials	4	8	8	8					28	\$3,625
4. Participate in up to 6 meetings	12	16	8	6					38	\$4,925
5. Present at up to 3 public hearings	9	9	8	8					34	\$4,425
6. Prepare responses to comments	1	4	8	8					21	\$2,725
Phase Subtotal	42	69	96	62					269	\$34,775
Labor Summary										
		Total Hours	66	125	200	306	306	697		\$98,451
		Rate	\$84.00	\$58.40	\$40.00	\$34.85	\$34.85			
		\$760 Rate	184.03%	184.03%	184.03%	184.03%	184.03%			
		Profit	10.00%	10.00%	10.00%	10.00%	10.00%			
		Loaded Hourly Rate	\$267.44	\$187.45	\$124.97	\$108.91	\$108.91			
		Cost	\$17,321	\$22,808	\$24,995	\$33,328	\$33,328			
Direct Expenses Summary										
Travel, Reproduction and Printing										\$7,000
Subtotal										\$2,000
Project Cost Summary										
Labor										\$98,451
Direct Expenses										\$2,000
Total Estimated Fee										\$100,451

NOTEPAD:HOLDER CODE **NEWHA11**
INSURED'S NAME **Tighe & Bond Inc****TIGHE-1**
OP ID: BCPAGE 2
Date **11/16/2022**

New Haven Parking Authority/Park New Haven, the City of New Haven, State of Connecticut and their respective employees and officers are included as Additional Insureds under the General and umbrella liability policies only subject to all policy terms and conditions. Insurance is primary and noncontributory. Blanket waiver of subrogation applies to general, umbrella and worker's compensation policies. 30 day notice of cancellation except 10 day notice for non-payment of premium.

MOTION A

May 21, 2018

REGARDING

Motion to select and designate Desman Associates and their subconsultants to serve as Park New Haven's engineering consultants, as needed, and to engage Desman Associates to conduct the annual condition surveys and inspections of Park New Haven's structured facilities for 2019.

PURPOSE

To prepare annual condition surveys of Park New Haven's parking structures, the Under Air Rights Garage surface lot and the Union Station Building; perform design and construction contract administration/inspection services for major capital improvement projects; and perform miscellaneous professional services, all on an as-needed, on-call basis and subject to the approval of the Board or Executive Director as applicable for each individual professional service agreement.

COST

The fees for the annual condition surveys and standard hourly rates are included in the proposal. Fees for major construction projects are to be negotiated and depend upon the size and complexity of the project.

FUNDING

As per approved Operating and Capital Budgets, subject to the funding availability.

DISCUSSION

On a periodic basis, Park New Haven requests proposals from engineering firms to serve as Park New Haven's engineering consultants and to perform annual condition surveys. A legal ad was placed in the New Haven Register and Invitations were sent to firms who have expressed an interest. Two firms submitted proposals:

- Desman Associates of Rocky Hill, Connecticut
- O & S Associates of Hackensack, New Jersey

A review committee consisting of Jim Staniewicz, Chief Engineer of Park New Haven and Peter Zannis of Turner Construction (Program Manager) reviewed the proposals. It is their unanimous recommendation to select Desman Associates based on their written proposal, understanding of needs, experience, and a superior subconsultant team that can fully address Park New Haven's needs. See attached summary.

RECOMMENDATION

Designate Desman Associates and their subconsultants to serve as Park New Haven's engineering consultants, and to perform the annual condition surveys for 2019.

May 21, 2018

MOVED THAT THE NEW HAVEN PARKING AUTHORITY HEREBY SELECTS AND DESIGNATES DESMAN ASSOCIATES AND THEIR SUBCONSULTANTS TO SERVE AS ITS ON-CALL ENGINEERING CONSULTANTS FOR A FIVE (5) YEAR TERM SUBJECT TO TERMINATION AT THE NEW HAVEN PARKING AUTHORITY'S SOLE DISCRETION. THE ON-CALL STATUS IS NOT AN EXCLUSIVE ONE; NEW HAVEN PARKING AUTHORITY RESERVES THE RIGHT TO CONTRACT WITH OTHER ENTITIES FOR SIMILAR SERVICES. FOR EACH PROJECT THAT NEW HAVEN PARKING AUTHORITY REQUIRES THE SERVICES OF DESMAN ASSOCIATES OR THEIR SUBCONSULTANTS, AN INDIVIDUAL PROFESSIONAL SERVICE AGREEMENT WILL BE NEGOTIATED AND APPROVED BY NEW HAVEN PARKING AUTHORITY'S BOARD OF COMMISSIONERS OR EXECUTIVE DIRECTOR AS APPLICABLE.

ADDITIONALLY, IT IS MOVED THAT THE CHAIRMAN, OR IN HIS ABSENCE THE VICE CHAIRMAN, BE AND HEREBY IS AUTHORIZED ON BEHALF OF NEW HAVEN PARKING AUTHORITY TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH DESMAN ASSOCIATES TO CONDUCT CONDITION SURVEYS AND INSPECTIONS OF PARK NEW HAVEN'S STRUCTURED FACILITIES FOR 2019, IN AN AMOUNT EQUAL TO \$50,482.50.

At a Regular Meeting of the New Haven Parking Authority, duly warned and open to the public, held in the office of the New Haven Parking Authority, 232 George Street, New Haven, Connecticut at 5:30 p.m. on Monday, May 21, 2018, members of the Authority being present, the above Motion was proposed by member Douglas Hausladen, seconded by member Pedro Rivera, put to vote and unanimously adopted.

Certified to be a true and correct copy.



Douglas Hausladen
Acting Secretary

**REVIEW OF PROPOSALS FOR
PROFESSIONAL ENGINEERING SERVICES
CONDITION SURVEYS AND ON-CALL NEEDS
NEW HAVEN PARKING AUTHORITY FACILITIES
PROJECT #18-053**

	Desman	O&S
Project Manager's Office Location	Rocky Hill, CT	Hackensack, NJ
RFP Compliance	Yes	Did not submit required number of copies requested
Years in business designing renovations to parking garages	45	22
Annual dollar value and percentage of work related to renovations of parking garages	\$5,000,000 30 %	\$3,000,000 30%
Proposed fees for annual condition surveys		
Year 1	\$50,482.50	\$46,500.00
Year 2	\$38,160.00	\$11,500.00
Year 3	\$38,160.00	\$11,500.00
Year 4	\$50,482.50	\$19,500.00
Year 5	\$38,160.00	\$14,500.00
TOTAL	\$215,445.00	\$103,500.00
Standard Hourly Rates for Selected Positions:		
Principal	\$265	\$200
Project Manager	\$195	\$175
Senior Engineer	\$180	\$175
Field Inspector	\$160	\$125
Estimated Design Fee for Hypothetical Project:	Depending on size and complexity	Depending on size only
\$ 300,000 estimated construction cost	7% - 11%	6%
\$1,000,000 estimated construction cost	5% - 10%	3%
\$3,000,000 estimated construction cost	3% - 8%	3%
Proposed Subconsultants:	Silver-Petrucelli, SBE (MEP), Svigels + Partners (arch), Tighe & Bond (civil & environmental), DVS (security eng.), Sterling (Independent elevator consultant), Advanced Reprographics WBE (printing/photocopies), American Petrographic Services, Inc (lab analysis), MERJE graphics & signage), Jablonski Building Conservation, WBE (historic conservation), CC Sawcutting, LLC (sample extraction), Material Testing, Inc. SBE (Concrete testing)	Cabezas-DeAngellis, LLC MBE Civil Engineering and Surveying, Bemis Associates, LLC for portion of MEP/FP Engineering WBE if needed to supplement in-house subsidiary company services
Committee Rating	A	B

MOTION B

January 23, 2023

**MOTION TO AMEND BUDGET, STAFFING AND SECURITY PLAN TO ADD
A SECURITY GUARD POST FOR THE UNION STATION BUILDING
CONCOURSE IMMEDIATELY UPON HIRING.**

At a Regular Meeting of the New Haven Union Station Partnership Operations Committee (OC) meeting, duly warned and open to the public, held via Zoom teleconference and at NHPA's office at 232 George Street, at 1:00 p.m. on Monday, January 23, 2023, Members of the OC being present, the above Motion was proposed by Member _____, seconded by Member _____, put to vote and unanimously adopted.

Certified to be a true and correct copy.

Secretary

MOTION C

January 23, 2023

MOTION TO ENTER INTO A LIVERY/M7 AGREEMENT WITH TGI FOR SERVICE AT STATE STREET STATION.

At a Regular Meeting of the New Haven Union Station Partnership Operations Committee (OC) meeting, duly warned and open to the public, held via Zoom teleconference and at NHPA's office at 232 George Street, at 1:00 p.m. on Monday, January 23, 2023, Members of the OC being present, the above Motion was proposed by Member _____, seconded by Member _____, put to vote and unanimously adopted.

Certified to be a true and correct copy.

Secretary

SERVICE CONTRACTOR AGREEMENT

THIS AGREEMENT is made and entered into this ____ Day of _____, 2022 by and between New Haven Parking Authority (herein referred to as the "Station Manager") and Transportation General Inc. (TGI) (herein referred to as "Service Contractor"). The New Haven Parking Authority is assuming the duties as Station Manager, which was previously held by _____. Prior to this Agreement, _____ maintained an agreement with TGI for the Scope of Work as described herein at the Premises.

In general, defined specifically in Exhibits as follows:

- A: Scope of Work
- B: Compensation Schedule
- C: Certificate of Insurance Requirements

Station Manager is engaging Service Contractor to perform the following good or service:

SERVICE: Taxi/Livery Service

LOCATION: State St - 370 State St. New Haven, CT. 06510

WHEREAS, the Station Manager is authorized to enter into such agreement on behalf of the City of New Haven concerning the State Street Station in New Haven, Conn., located at 370 State Street, New Haven, CT (the "Premises").

WHEREAS, Service Contractor is skilled in the performance of all the Contract Duties (identified below) and has offered to perform all said Contract Duties with respect to the Premises; and

WHEREAS, Station Manager, in furtherance of its duties as the Station Manager of the Premises, is desirous of securing the performance of all the Contract Duties by Service Contractor.

In consideration of the promises and the mutual covenants and agreements of the parties, it is agreed as follows:

Section 1. Term of Agreement.

Unless sooner terminated as herein provided, the effective term of this Agreement shall begin on July 1, 2022 (herein "Contract Commencement Date") and shall end on June 30, 2023 with (2) additional one year renewals through 9/30/2025 (herein "Contract Expiration Date"). The Station Manager shall have the sole discretion in its ability to renew this Agreement and shall provide notice to the Service Contractor at least 30 days in advance of the Contract Expiration Date of its intent to renew the Agreement.

Section 2. Contract Duties.

From and after the Contract Commencement Date and until the Contract Expiration Date or earlier termination of this Agreement, Service Contractor shall timely and fully perform all of the *Contract Duties set forth in Exhibit A* which is attached hereto and incorporated by reference herein. Service Contractor further agrees to perform all of the Contract Duties in a good and workmanlike manner in accordance with industry standards established by those engaged in a business similar to that of Service Contractor in performance of the Contract Duties; and to pay for all supplies, fuel, uniforms, equipment, machinery, repairs, transportation, material, labor, insurance premiums of any kind or description, sales taxes, salaries, federal and state employment taxes, any similar payroll taxes relating to employees of Service Contractor, and all other expenses whatsoever incurred in the performance of the Contract Duties; and to obtain and pay for all applicable permits and governmental fees, licenses and inspections necessary and incidental to the performance of the Contract Duties and to otherwise comply with all governmental regulations pertaining to the performance of the Contract Duties.

Section 3. Service Contractor's Compensation.

Unless this Agreement is terminated prior to the Contract Expiration Date, the Station Manager shall pay Service Contractor compensation, for Service Contractor's performance of the Contract Duties, *in the amounts and at the rates established in Exhibit B* which is attached hereto and incorporated by reference herein.

Section 4. Additional Work.

It is understood that, from time to time during the term of this Agreement, the Station Manager may request Service Contractor to perform services or provide materials which are not set forth in the Contract Duties but are related to the services encompassed within the Contract Duties (herein "Additional Work").

Service Contractor hereby agrees to perform such Additional Work so long as prior to the performance of such Additional Work, the Station Manager shall authorize in writing the scope of such Additional Work and compensation payable to Service Contractor for the full performance of said Additional Work on the Additional Work Order Form.

Section 5. Early Termination.

The Station Manager may terminate this Agreement; at any time and for any or no reason whatsoever, by giving the Service Contractor not less than thirty (30) days advance written notice of same, which shall specify the effective date of early termination; however, the Station Manager may terminate this Agreement immediately in the event that the New Haven Parking Authority is no longer the Station Manager. The Service Contractor shall receive compensation for all Work and Additional Work actually performed through the said effective date of early termination. The Service Contractor shall not be entitled to any compensation with respect to any period after such early termination.

Section 6. Relationship of Parties.

The Service Contractor is retained by the Station Manager only for the purpose and to the extent set forth herein and Service Contractor's relationship with the Station Manager shall, during the entire term of this Agreement, be that of independent contractor so that neither the Service Contractor, nor any employee, agent, servant, officer, director or shareholder of Service Contractor, shall be deemed an agent, servant or employee of the Station Manager.

Section 7. Insurance.

Prior to the commencement of the term of this Agreement, the Service Contractor shall furnish to the Station Manager a certificate of insurance evidencing all insurance the contractor is obligated to carry under this Agreement, which certificate shall contain an endorsement providing that the Service Contractor and the Property Owner will be given at least 30 days prior written notice of cancellation of, or any material change in, the insurance coverage.

During the entire Contract Term, the Service Contractor shall maintain the following insurance coverage in the following minimum amounts pursuant to Exhibit A. Any exceptions to the insurance limits must be approved in writing prior to contract execution.

All policies of Contractor shall contain an endorsement whereby the insurance carriers agree that its insurance is primary and not contributory with or in excess of any coverage which the Contract Holder has purchased.

The Contractor agrees to cooperate fully with the insurance company or companies in carrying out the provisions and conditions of all policies applicable to work to be done, as well as all rules and recommendations of such company or companies in regard to accident prevention, reports and audits. The Contractor further agrees that notice of every accident will be reported immediately to the Contract Holder, and also to such insurance company or companies.

All insurance companies providing the insurance protection set forth above shall maintain a "Best's" rating of "A" VIII or better and be licensed to do business in the State of Connecticut. Services Contractor shall include City of New Haven, State of Connecticut, and Station Manager as additional insureds under the above policies, except workers' compensation.

Section 8. Confidentiality

The Service Contractor shall not, at any time during, or after the expiration of, the Term, divulge to any person, or use for its or any other person's benefit, any information or fact relating to the conduct, management, or business of the Manager, which shall have come to the knowledge of the Service Contractor in the course of providing the services hereunder. The Service Contractor further agrees to treat as confidential, and to use only for the advancement of the interests of the Station Manager, all data and other information submitted to or obtained by it in connection with the Service Contractor's performance of the services. Except as may otherwise be agreed by the Station Manager, all originals and copies of any such materials shall be returned to the Station Manager at such time as is requested by the Station Manager.

Likewise, the Station Manager shall not, at any time during, or after the expiration of, the Term, divulge to any person, or use for its or any other person's benefit, any information or fact relating to the conduct, management, or business of the Service Contractor, which shall have come to the knowledge of the Station Manager in the course of providing the services hereunder. The Station Manager further agrees to treat as confidential, and to use only for the advancement of the interests of the Service Contractor, all data and other information submitted to or obtained by it in connection with the Service Contractor's performance of the services. Except as may otherwise be agreed by the Service Contractor, all originals and copies of any such materials shall be returned to the Service Contractor at such time as is requested by the Service Contractor.

Notwithstanding the language in this Section 9, the Station Manager shall be bound by any applicable state and federal *Freedom of Information Act* laws.

Section 9. Assignment and Delegation

Service Contractor shall be absolutely prohibited from assigning this Agreement or delegating or subcontracting any of the Contract Duties (or any right, obligation or performance of Service Contractor hereunder), it being agreed that

the services to be performed hereunder are personal in nature. Any attempted assignment or subletting of this Agreement or any delegation or subcontracting of any Contract Duties or Additional Work without the Station Manager's prior written consent, which may be withheld in the Station Manager's sole and absolute discretion, shall be void and of no force and effect. If the Contractor is a party to a merger during the term of this Agreement, it will not be considered an assignment unless the Station Manager determines that the resulting entity does not meet the terms and conditions of the Agreement. Information on any such merger must be provided to the Station Manager at least 30 days prior to the merger.

The Station Manager may assign this Agreement, at any time, in its sole and absolute discretion, to the Station Manager's nominee by giving Service Contractor written notice of same, which notice shall specify the assignee and effective date of assignment.

Section 10. Notices

Any information or notices required to be given under this Agreement shall be in writing and shall be delivered either by (i) certified mail, return receipt requested, in which case notice shall be deemed delivered three (3) business days after deposit, postage prepaid, in the U.S. Mail; (ii) a reputable messenger service or a nationally recognized overnight carrier, in which case notice shall be deemed delivered one (1) business day after deposit with such messenger or courier; or (iii) personal delivery with receipt acknowledged in writing, in which case notice shall be deemed delivered when received. All notices shall be addressed as follows:

If to Station Manager: New Haven Parking Authority
 Attn: Executive Director
 232 George Street
 New Haven, CT 06510

If to Service Contractor: Transportation General Inc. (TGI)
 65 Industry Drive
 West Haven, CT. 06516

The foregoing addresses may be changed from time to time by notice to the other party in the manner hereinbefore provided for.

Section 11. No Waiver

Failure of the Station Manager at any time to require performance by Service Contractor of any provision hereof shall in no way affect the full right to require such

performance at any time thereafter, nor shall the waiver by the Station Manager of a breach of any of the provisions hereof constitute a waiver of any succeeding breach of the same or any other provision.

Section 12. Severability

If any provision hereof is deemed to be invalid or unenforceable under applicable law, this Agreement shall be considered divisible as to such provision and the same shall thereafter be inoperative, provided however, the remaining provisions of this Agreement shall be valid and binding.

Section 13. Applicable Law.

Service Contractor shall comply with all applicable provisions in the attached *Exhibit A*, including but not limited to Schedule 6 therein. The Service Contractor agrees to make itself aware of and comply with, and cause its subcontractors to comply with all federal, state, and local laws (including the City of New Haven's liveable wage ordinance), regulations and ordinances relating to the performance of this contract or to the products and services delivered hereunder, including without limitation, E-Verify, Workers' Compensation, the Fair Labor Standards Act (FSLA) the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA) and Occupational Safety And Health Administration (OSHA). The Service Contractor further agrees to obtain all verifications, permits and licenses applicable to the performance of this Contract. If any violation of this section has occurred or does occur, the Service Contractor will indemnify and save harmless the State from all losses, damages, costs, expenses (including reasonable attorneys' fees), obligations, duties, fines, penalties, interest charges and other liabilities (including settlement amounts) incurred on account of such violation.

This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut (other than its rules as to conflicts of law which might require application of laws of another jurisdiction).

Section 14. Miscellaneous.

Time of Essence: The Service Contractor acknowledges that time is of the essence is regard to its performance under this Agreement.

Station Manager: All references to the Station Manager contained in this Agreement relate to the New Haven Parking Authority solely in its capacity as the duly authorized Manager of the Premises pursuant to its Management Agreement with the City of New Haven (the "Management Agreement") and its responsibilities as the Station Manager pursuant to the July 2022 New Haven Union Station Lease Operating and Funding Agreement between the State of Connecticut and the City of New Haven ("LOFA"). No reference to the Station Manager herein contained shall be construed as creating any liability of the Station Manager for any obligation in any capacity other than as the duly authorized Station Manager of the Premises pursuant to the LOFA and

The Service Contractor's Default:

Prior to termination of Contract Duties, the Station Manager shall give notice to the Service Contractor of performance issues. The Station Manager will give the Service Contractor thirty (30) days to cure any such performance issue or deficiency.

Force Majeure: Any delay or failure by either party hereto in the performance of its obligations hereunder shall not constitute a default hereunder or give use to any claim for damages if, and only to the extent and for such period of time that, (i) such delay or failure is caused by an event or occurrence beyond the control and without the fault or negligence of such party or any subcontractor, supplier or other party acting under or through such party, and (ii) said party is unable to prevent such delay or failure through the exercise of reasonable diligence. Events that shall be deemed to be beyond the control of the parties hereto shall include, but not be limited to: acts of God or the public enemy; expropriation or confiscation of facilities by governmental or military authorities; changes in applicable laws; war, rebellion, sabotage or riots; floods, unusually severe weather that could not reasonably have been anticipated; fires, explosions, or other catastrophes; or other similar occurrences.

In order to be entitled to an excuse for any delay or failure to perform under this Agreement pursuant to this section, the party claiming such excuse shall promptly give written notice to the other party hereto of any event or occurrences which it believes falls within the contemplation of this Section.

Estoppel Certificate: Upon request of the Station Manager, the City of New Haven, or the State of Connecticut, the Service Contractor agrees to provide to the Station Manager, the City of New Haven, or the State of Connecticut, as the case may be, within five (5) days after receipt of written request therefore, a written statement certifying that this Agreement is in full force and effect, that Station Manager and Service Contractor are current in their respective obligations hereunder and that the Station Manager is not in default under any provision of this Agreement.

Severability Any provision of this Agreement that is prohibited or unenforceable shall be ineffective to the extent of such provision, without invalidating the remaining the provisions of this Agreement.

Section 15: Entire Agreement

This Agreement constitutes the entire Agreement between the parties with respect to the Contract Duties and supersedes all prior negotiations, representations or acts

relating thereto either written or oral, except to the extent that they are expressly incorporated herein.

Unless otherwise expressly provided herein, no changes, alterations of this Agreement shall be effective, unless in writing and signed by the respective parties hereto or their duly authorized agents.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written by the corporate parties and their officer duly authorized.

BY: STATION MANAGER

BY: SERVICE CONTRACTOR

Name: _____

Title: _____

Date: _____

EXHIBIT A
SCOPE OF WORK

Service Contractor shall provide, in accordance with the terms of the Agreement, the following on-demand-response, wheelchair accessible at the Premises for disembarking railway passengers ("Services"):

- a. Response to Station Manager's service requests on a priority basis to transport stranded railway passengers at the Premises who use wheelchairs for mobility. TGI shall initiate a reservation based upon the information received from the Station Manager.
- b. Provide the Service as needed seven (7) days a week, twenty-four (24) hours a day including holidays.
- c. Respond to service requests from rail passengers to provide Services for the 370 State Street, New Haven CT railway station ("Designated Area").
- d. Unless otherwise directed by Station Manager, services will be limited to transporting wheelchair passengers from the Designated Area to Union Station in New Haven CT ("Usual Scope") for the fee set forth in Exhibit B.
- e. Services beyond the Designated Area or Usual Scope may require additional payment beyond the fee set forth in Exhibit B. In the event that the Passenger desires to be transported to a location outside of the Usual Scope, the fee(s) set forth in Exhibit B will still apply to the Station Manager and the passenger will pay, directly to M7, the normal cost associated for transport to their desired location.

EXHIBIT B
Pricing

COMPENSATION AMOUNTS & RATES

Manager shall pay to Service Contractor the following fees for the Services:

- o A one-time Start-up Fee of \$750.00 due upon contract execution.

- On the first (1st) day of each month, the Station Manager shall remit to Service Provider a \$75.00 monthly 'on-call' fee for each location regardless of whether services are rendered for that month,
 - The Station Manager shall pay to Service Provider a \$175.00 fee for each Usual Scope transport performed in the Designated Area, and as further described in Exhibit A above.

INSURANCE REQUIREMENTS AT NEW HAVEN UNION STATION

A. The following shall be included as additional named insured on all insurance certificates to the extent allowed by law: the New Haven Parking Authority/Park New Haven, the City of New Haven, the State of Connecticut, and their respective employees, officers and agents. NHPA reserves the right to add entities to this list.

B. With respect to the operations performed by the Contractor under the terms of this Agreement and also those performed for the Contractor by its subcontractors, the Contractor will be required to carry for the duration of this Agreement, and any supplements thereto, with the required additional named insured, the minimum liability insurance coverage noted in items "C(1)" through "C(8)" at the Contractor's expense. Said coverage is to be provided by an insurance company or companies satisfactory to the New Haven Parking Authority and other Authorities Having Jurisdiction. Each insurance policy shall require that the insurance company agree to investigate and defend the insured against all claims for damages, even if groundless.

(1) The Contractor and its subcontractors shall carry **Worker's Compensation and Employers' Liability Insurance** and, as applicable, insurance required in accordance with the U.S. Longshore and Harbor Worker's Compensation Act, and in accordance with the requirements of the laws of the State of Connecticut and the laws of the United States with the following limits: **Workers Compensation with Statutory Limits and Employers' Liability \$1,000,000/\$1,000,000/\$1,000,000 Limits.**

(2) The Contractor and its subcontractors shall carry **Commercial General Liability Insurance, including Contractual Liability Insurance**, providing for a total limit of One Million Dollars (\$1,000,000) for all damages arising out of bodily injuries to or death of all persons in any one incident or occurrence, and for all damages arising out of injury to or destruction of property in any one incident or occurrence, and, subject to that limit per accident, a total (or aggregate) limit of Two Million Dollars (\$2,000,000) for all damages arising out of bodily injuries to or death of all persons in all accidents or occurrences and out of injury to or destruction of property during the policy period.

(3) The operation of all motor vehicles, including those hired or borrowed, used in connection with this Agreement shall be covered by **Automobile Liability Insurance** providing for a limit of One Hundred Thousand Dollars (\$100,000.00) Combined Single Limit.

(4) Insurance Certificates: Original, completed Certificates of Insurance must be presented to the New Haven Parking Authority/Park New Haven, 232 George Street, New Haven, CT 06510 prior to contract issuance. Contractor agrees to provide renewal certificates at least 30 days prior to the expiration date of the policies. Should any of the above described policies be cancelled, limits reduced or coverage altered, 30 days written notice must be given to the New Haven Parking Authority/Park New Haven.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/20/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lammel & Associates, LLC 1669 Kirby Parkway, Suite 201 Memphis, TN 38120	CONTACT NAME: Jennifer Winek	FAX (A/C, No):	
	PHONE (A/C, No, Ext): (901)614-0100	E-MAIL ADDRESS: jwinek@lammelassociates.com	
INSURED Transportation General, Inc. 65 Industry Drive West Haven, CT 06516	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Paratransit Insurance Company, a Mutual Risk Rate		44130
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES CERTIFICATE NUMBER: 00000055-0 REVISION NUMBER: 88

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y		PG 1144 22	06/15/2022	06/15/2023	COMBINED SINGLE LIMIT (Ea accident) \$ *100,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTIONS <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

*\$50,000 Combined Single Limit per Accident Excess of a \$50,000 Retained Limit per Accident. City of New Haven and State of Connecticut Department of Transportation and their respective employees, officers and agents as additional insured under Automobile Liability, as required by written contract.

CERTIFICATE HOLDER

New Haven Parking Authority
232 George Street
New Haven, CT 06510

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

(JLW)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/21/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CDR Insurance Group, Inc. 211 Schraffts Drive Waterbury, CT 06705	CONTACT NAME: Rick A. Rice	FAX (A/C, No): (203) 754-7927	
	PHONE (A/C, No, Ext):	E-MAIL ADDRESS: rrice@cdrinsurance.com	
INSURED Transportation General Inc. dba M7 65 Industry Drive West Haven, CT 06516	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A:	CSU Producer Resources Inc.	10677
	INSURER B:	OAK RIVER INSURANCE COMPANY	34630
	INSURER C:	Cincinnati Insurance Company	10677
	INSURER D:		
	INSURER E:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		CSU0083549	04/27/2022	04/27/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000 \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						EACH OCCURRENCE \$ AGGREGATE \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	TRWC327631	07/01/2022	07/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Property Section			ENP 0396755	08/03/2021	08/03/2022	Contents \$12,000 Deductible \$1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Subject to a written agreement in effect, City of New Haven and State of Connecticut Department of Transportation and their respective employees, officers and agents are additional insureds on the General Liability Policy for operations conducted by the Named Insured. 30 days cancel notice except 10 days for non-payment.

CERTIFICATE HOLDER

CANCELLATION

New Haven Parking Authority
232 George Street
New Haven, CT 06510

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

CDR Insurance Group, Inc.

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OPERATIONS REPORTS

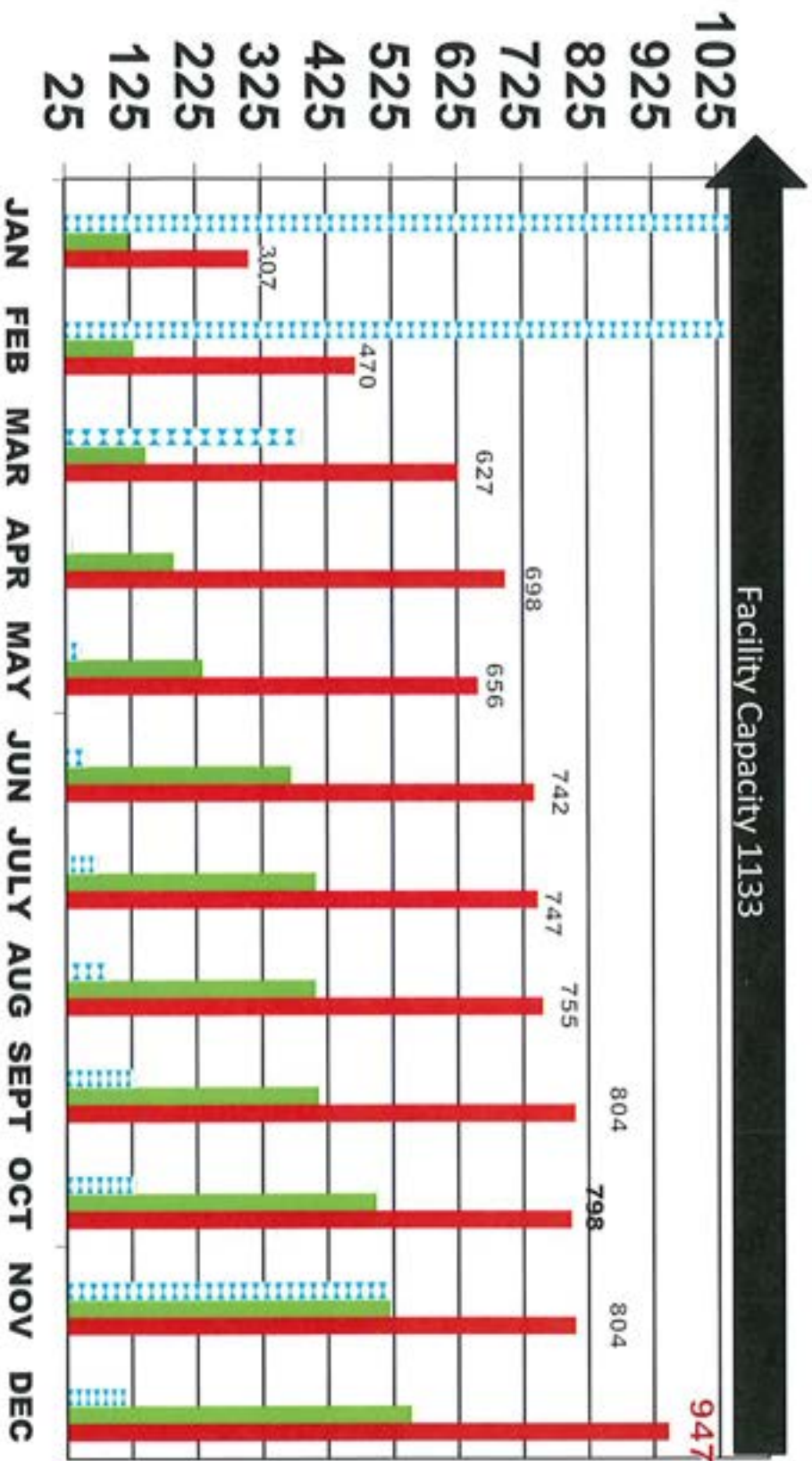


Average Occupancy Statistics Union Station Garage

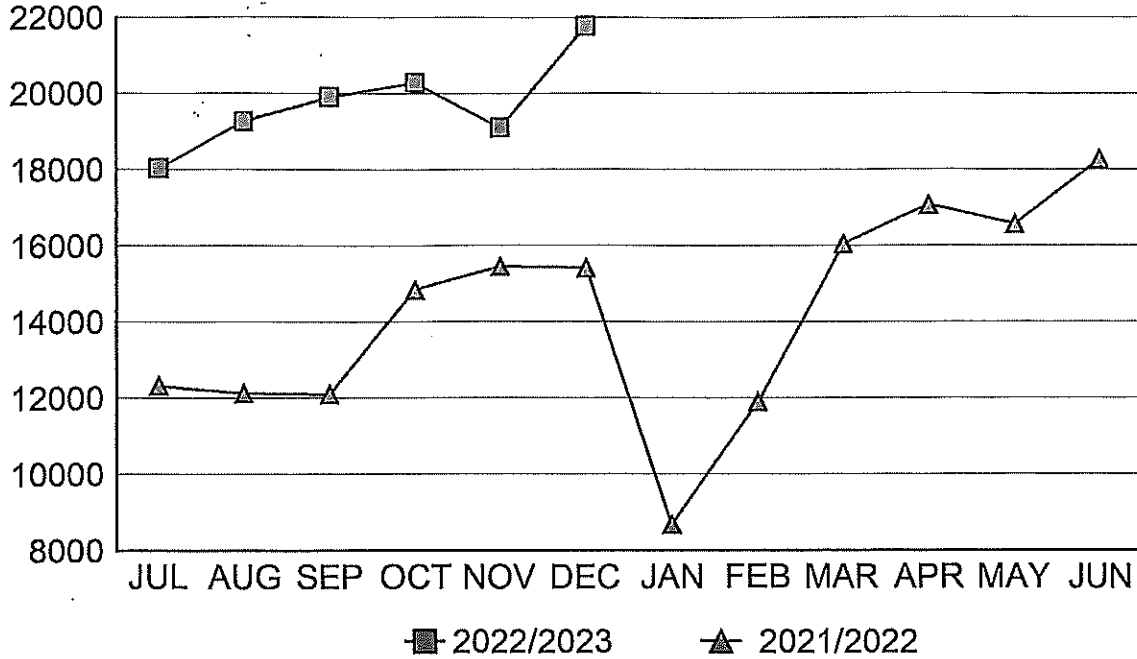
Facility Capacity 1133

Comparison of 2020 through 2022

■ 2020 ■ 2021 ■ 2022



UNION STATION GARAGE TOTAL CARS PARKED



TOTAL CARS PARKED									
FY	Weekdays		COMPARISON BY MONTH				CUMULATIVE COMPARISON		
	2022/ 2023	2021/ 2022	2022/2023	% CHANGE BY MONTH	2021/2022	% CHANGE BY YEAR	2022/2023	2021/2022	% CHANGE
JUL	22	22	18,034	-1%	12,324	46%	18,034	12,324	46%
AUG	23	22	19,266	7%	12,131	59%	37,300	24,455	53%
SEP	22	22	19,907	3%	12,103	64%	57,207	36,558	56%
OCT	21	21	20,289	2%	14,847	37%	77,496	51,405	51%
NOV	22	22	19,101	-6%	15,457	24%	96,597	66,862	44%
DEC	22	23	21,782	14%	15,412	41%	118,379	82,274	44%
JAN		21			8,681			90,955	
FEB		20			11,906			102,861	
MAR		23			16,057			118,918	
APR		21			17,075			135,993	
MAY		22			16,576			152,569	
JUN		22			18,285			170,854	
Total	132	261							

UNION STATION GARAGE

TOTAL TICKETS ISSUED									
FY	Weekdays		COMPARISON BY MONTH				CUMULATIVE COMPARISON		
	2022/ 2023	2021/ 2022	2022/2023	% CHANGE BY MONTH	2021/2022	% CHANGE BY YEAR	2022/2023	2021/2022	% CHANGE
JUL	22	22	13,618	-1%	8,757	56%	13,618	8,757	56%
AUG	23	22	14,525	7%	8,496	71%	28,143	17,253	63%
SEP	22	22	15,161	4%	8,278	83%	43,304	25,531	70%
OCT	21	21	15,634	3%	10,683	46%	58,938	36,214	63%
NOV	22	22	15,686	0%	11,417	37%	74,624	47,631	57%
DEC	22	23	18,506	18%	11,485	61%	93,130	59,116	58%
JAN		21			5,003			64,119	
FEB		20			7,957			72,076	
MAR		23			11,324			83,400	
APR		21			12,867			96,267	
MAY		22			12,204			108,471	
JUN		22			13,815			122,286	
Total	132	261							

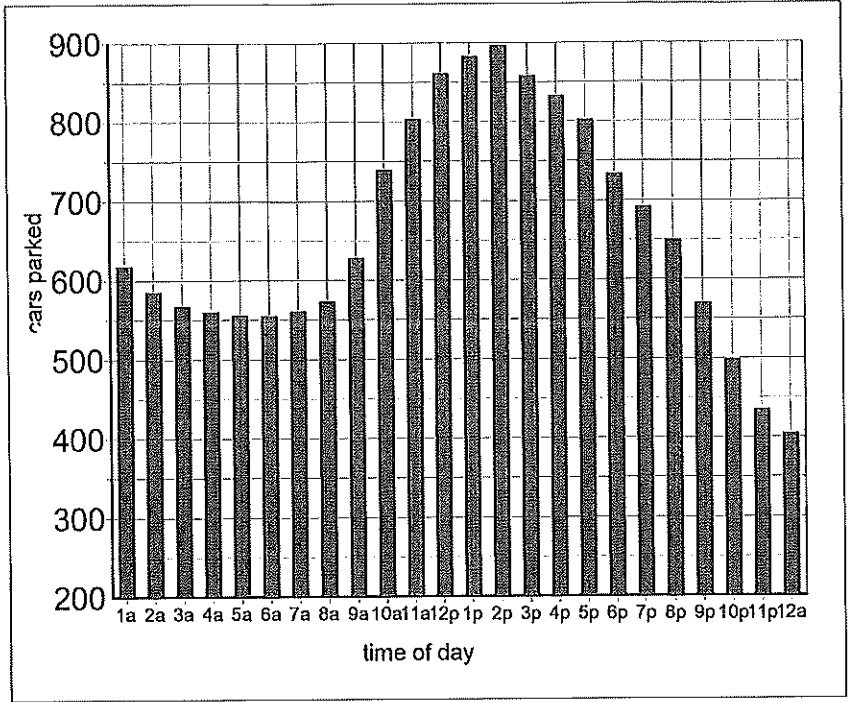
TOTAL KEYCARDS ENTERED									
FY	Weekdays		COMPARISON BY MONTH				CUMULATIVE COMPARISON		
	2022/ 2023	2021/ 2022	2022/2023	% CHANGE BY MONTH	2021/2022	% CHANGE BY YEAR	2022/2023	2021/2022	% CHANGE
JUL	22	22	4,416	-1%	3,567	24%	4,416	3,567	24%
AUG	23	22	4,741	7%	3,635	30%	9,157	7,202	27%
SEP	22	22	4,746	0%	3,825	24%	13,903	11,027	26%
OCT	21	21	4,655	-2%	4,164	12%	18,558	15,191	22%
NOV	22	22	3,415	-27%	4,040	-15%	21,973	19,231	14%
DEC	22	23	3,276	-4%	3,927	-17%	25,249	23,158	9%
JAN		21			3,678			26,836	
FEB		20			3,949			30,785	
MAR		23			4,733			35,518	
APR		21			4,208			39,726	
MAY		22			4,372			44,098	
JUN		22			4,470			48,568	
Total	132	261							

note: adjusted keycard entries for PNH vehicles starting November 2022

UNION STATION GARAGE OCCUPANCY REPORT

December 11, 2022

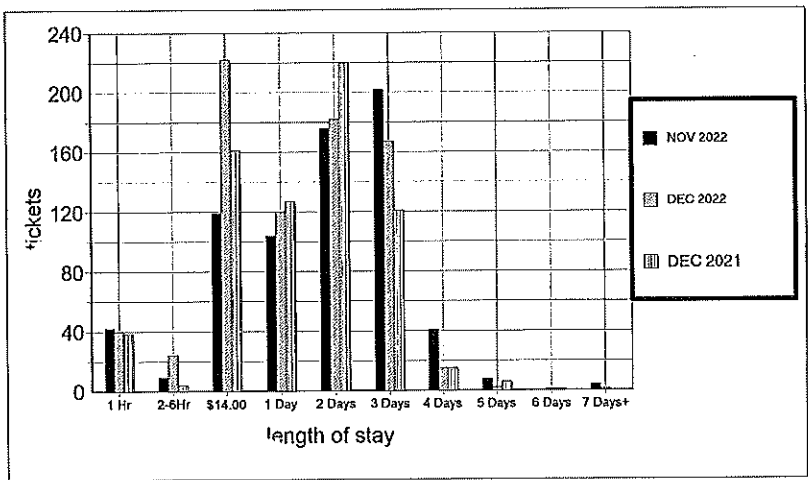
Time of Day	Tickets	Keycards	Total
00:00-1:00a	532	86	618
1:00-2:00a	505	80	585
2:00-3:00a	487	80	567
3:00-4:00a	480	80	560
4:00-5:00a	475	81	556
5:00-6:00a	473	82	555
6:00-7:00a	477	84	561
7:00-8:00a	484	89	573
8:00-9:00a	535	93	628
9:00-10:00a	644	95	739
10:00-11:00a	708	95	803
11:00-12:00p	767	94	861
12:00-1:00p	785	98	883
1:00-2:00p	796	100	896
2:00-3:00p	756	102	858
3:00-4:00p	732	101	833
4:00-5:00p	697	105	802
5:00-6:00p	630	104	734
6:00-7:00p	589	103	692
7:00-8:00p	545	105	650
8:00-9:00p	464	106	570
9:00-10:00p	393	105	498
10:00-11:00p	332	103	435
11:00-12:00a	301	104	405



1133 Available Spaces

Sunday	NOV 2022	DEC 2022	DEC 2021
Length of Stay	# of Tickets	# of Tickets	# of Tickets
1 Hr \$2.00	42	40	38
2Hrs - 6 Hrs	9	24	4
\$14.00 Max	119	222	161
1 Day \$16 - \$18.	104	120	127
2 Days \$20 - \$36	176	182	220
3 Days \$38 - \$54	202	167	121
4 Days \$56 - \$72	41	15	15
5 Days \$74 - \$90	8	2	6
6 Days \$92 - \$108	0	1	1
>7 Days > \$110	4	1	0
Total	705	774	693
Avg Ticket =	\$32.25	\$26.60	\$26.88
Revenue	\$22,742.00	\$20,586.00	\$18,628.00

Transient Length of Stay

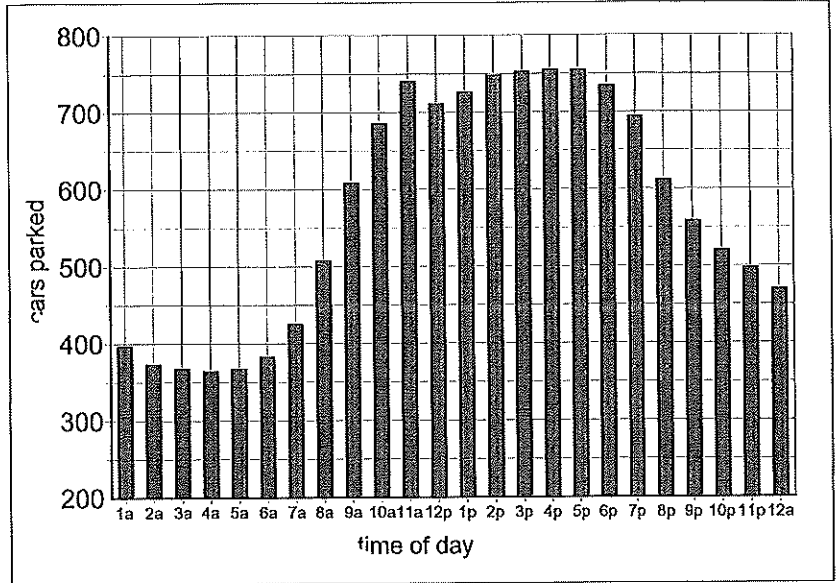


Length of Stay	DEC 2022	DEC 2022
Length of Stay	# of Tickets	% of Total
1 Hr \$2.00	40	0.05
2Hrs - 6 Hrs	24	0.03
\$14.00 Max	222	0.29
1 Day \$16 - \$18.	120	0.16
2 Days \$20 - \$36	182	0.24
3 Days \$38 - \$54	167	0.22
4 Days \$56 - \$72	15	0.02
5 Days \$74 - \$90	2	0.00
6 Days \$92 - \$108	1	0.00
>7 Days > \$110	1	0.00
Total	774	

UNION STATION GARAGE OCCUPANCY REPORT

December 12, 2022

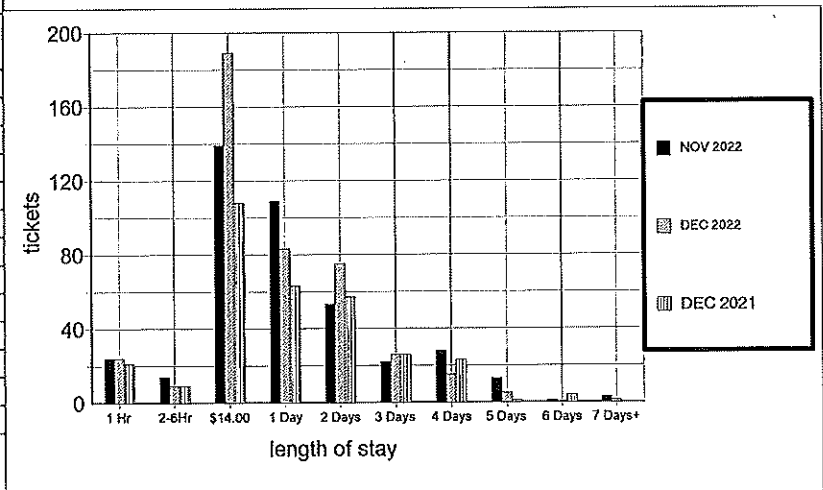
Time of Day	Tickets	Keycards	Total
00:00-1:00a	294	103	397
1:00-2:00a	275	99	374
2:00-3:00a	268	100	368
3:00-4:00a	266	99	365
4:00-5:00a	265	103	368
5:00-6:00a	267	116	383
6:00-7:00a	288	138	426
7:00-8:00a	347	161	508
8:00-9:00a	425	184	609
9:00-10:00a	496	190	686
10:00-11:00a	552	189	741
11:00-12:00p	519	192	711
12:00-1:00p	534	193	727
1:00-2:00p	550	198	748
2:00-3:00p	561	192	753
3:00-4:00p	568	188	756
4:00-5:00p	565	191	756
5:00-6:00p	553	182	735
6:00-7:00p	523	171	694
7:00-8:00p	473	139	612
8:00-9:00p	429	130	559
9:00-10:00p	394	127	521
10:00-11:00p	370	128	498
11:00-12:00a	345	125	470



1133 Available Spaces

Monday	NOV 2022	DEC 2022	DEC 2021
Length of Stay	# of Tickets	# of Tickets	# of Tickets
1 Hr \$2.00	24	24	21
2Hrs - 6 Hrs	14	9	9
\$14.00 Max	139	189	108
1 Day \$16 - \$18.	109	83	63
2 Days \$20 - \$36	53	75	57
3 Days \$38 - \$54	22	26	26
4 Days \$56 - \$72	28	15	23
5 Days \$74 - \$90	13	5	1
6 Days \$92 - \$108	1	0	4
>7 Days > \$110	3	1	0
Total	406	427	312
Avg Ticket =	\$25.08	\$21.70	\$25.79
Revenue	\$10,184.00	\$9,268.00	\$8,048.00

Transient Length of Stay

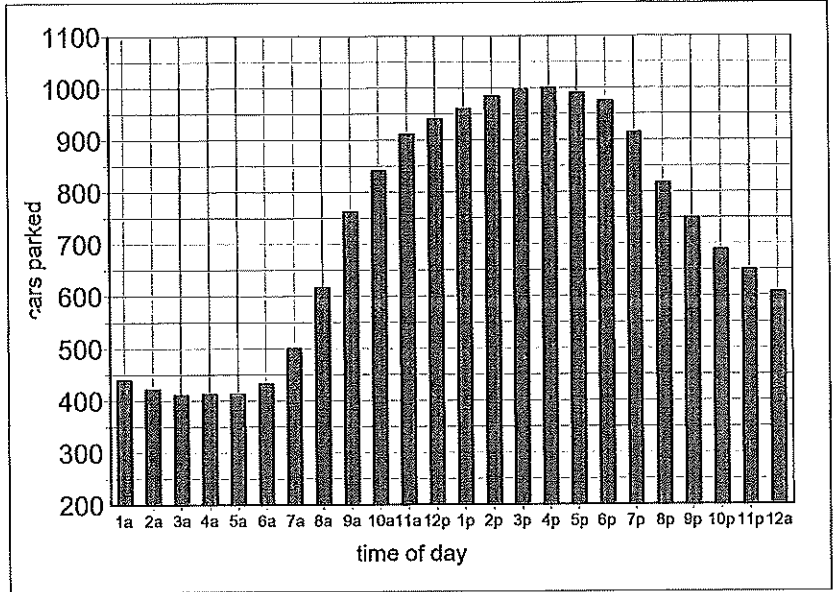


Length of Stay	DEC 2022	DEC 2022
	# of Tickets	% of Total
1 Hr \$2.00	24	0.06
2Hrs - 6 Hrs	9	0.02
\$14.00 Max	189	0.44
1 Day \$16 - \$18.	83	0.19
2 Days \$20 - \$36	75	0.18
3 Days \$38 - \$54	26	0.06
4 Days \$56 - \$72	15	0.04
5 Days \$74 - \$90	5	0.01
6 Days \$92 - \$108	0	0.00
>7 Days > \$110	1	0.00
Total	427	

UNION STATION GARAGE OCCUPANCY REPORT

December 13, 2022

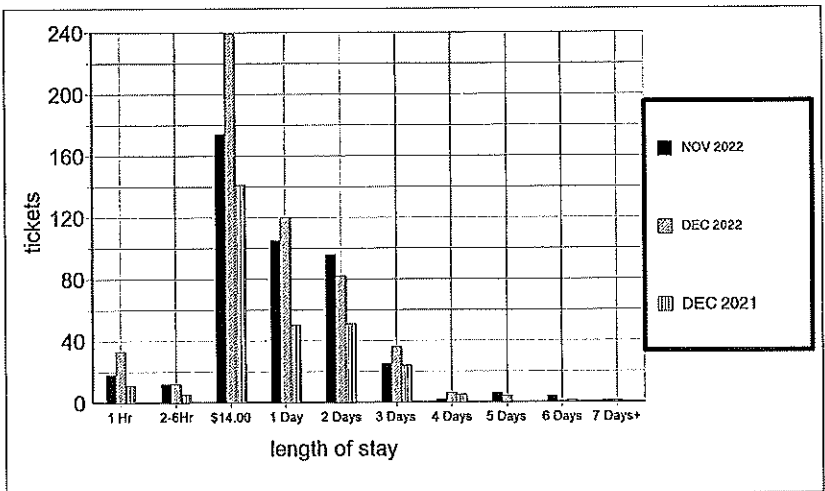
Time of Day	Tickets	Keycards	Total
00:00-1:00a	319	121	440
1:00-2:00a	307	116	423
2:00-3:00a	295	117	412
3:00-4:00a	295	118	413
4:00-5:00a	292	122	414
5:00-6:00a	301	132	433
6:00-7:00a	341	160	501
7:00-8:00a	436	182	618
8:00-9:00a	551	212	763
9:00-10:00a	621	221	842
10:00-11:00a	687	225	912
11:00-12:00p	710	231	941
12:00-1:00p	729	231	960
1:00-2:00p	752	233	985
2:00-3:00p	774	224	998
3:00-4:00p	783	218	1001
4:00-5:00p	776	215	991
5:00-6:00p	766	210	976
6:00-7:00p	724	191	915
7:00-8:00p	656	162	818
8:00-9:00p	597	154	751
9:00-10:00p	543	147	690
10:00-11:00p	509	143	652
11:00-12:00a	473	135	608



1133 Available Spaces

Tuesday	NOV 2022	DEC 2022	DEC 2021
Length of Stay	# of Tickets	# of Tickets	# of Tickets
1 Hr \$2.00	18	33	11
2Hrs - 6 Hrs	12	12	5
\$14.00 Max	174	239	141
1 Day \$16 - \$18.	105	120	50
2 Days \$20 - \$36	96	82	51
3 Days \$38 - \$54	25	36	24
4 Days \$56 - \$72	2	6	5
5 Days \$74 - \$90	6	4	0
6 Days \$92 - \$108	4	0	1
>7 Days > \$110	1	1	0
Total	443	533	288
Avg Ticket =	\$21.56	\$20.15	\$20.92
Revenue	\$9,552.00	\$10,740.00	\$6,026.00

Transient Length of Stay

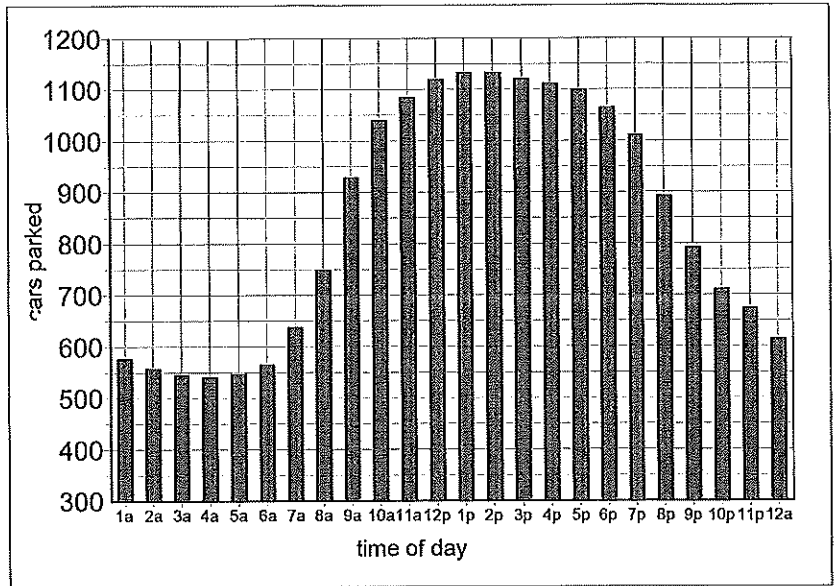


	DEC 2022	DEC 2022
Length of Stay	# of Tickets	% of Total
1 Hr \$2.00	33	0.06
2Hrs - 6 Hrs	12	0.02
\$14.00 Max	239	0.45
1 Day \$16 - \$18.	120	0.23
2 Days \$20 - \$36	82	0.15
3 Days \$38 - \$54	36	0.07
4 Days \$56 - \$72	6	0.01
5 Days \$74 - \$90	4	0.01
6 Days \$92 - \$108	0	0.00
>7 Days > \$110	1	0.00
Total	533	

UNION STATION GARAGE OCCUPANCY REPORT

December 14, 2022

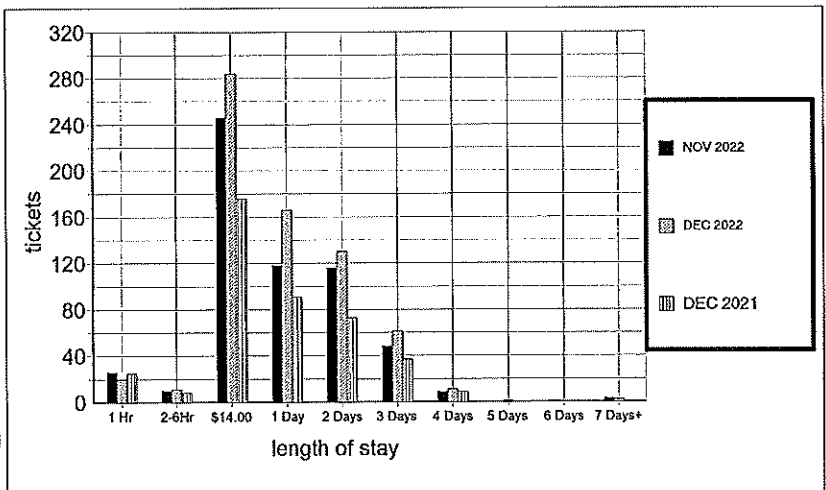
Wednesday			
Time of Day	Tickets	Keycards	Total
00:00-1:00a	447	131	578
1:00-2:00a	431	127	558
2:00-3:00a	418	127	545
3:00-4:00a	414	127	541
4:00-5:00a	414	133	547
5:00-6:00a	419	147	566
6:00-7:00a	467	171	638
7:00-8:00a	554	195	749
8:00-9:00a	705	224	929
9:00-10:00a	811	229	1040
10:00-11:00a	858	227	1085
11:00-12:00p	889	230	1119
12:00-1:00p	900	233	1133
1:00-2:00p	904	229	1133
2:00-3:00p	900	221	1121
3:00-4:00p	903	209	1112
4:00-5:00p	888	211	1099
5:00-6:00p	867	198	1065
6:00-7:00p	827	184	1011
7:00-8:00p	729	164	893
8:00-9:00p	638	154	792
9:00-10:00p	563	148	711
10:00-11:00p	525	149	674
11:00-12:00a	474	140	614



1133 Available Spaces

Transient Length of Stay

Wednesday	NOV 2022	DEC 2022	DEC 2021
Length of Stay	# of Tickets	# of Tickets	# of Tickets
1 Hr \$2.00	26	20	25
2Hrs - 6 Hrs	10	11	8
\$14.00 Max	246	284	176
1 Day \$16 - \$18.	118	166	91
2 Days \$20 - \$36	116	130	73
3 Days \$38 - \$54	48	61	37
4 Days \$56 - \$72	9	11	9
5 Days \$74 - \$90	0	1	0
6 Days \$92 - \$108	1	0	0
>7 Days > \$110	3	2	0
Total	577	686	419
Avg Ticket =	\$22.23	\$22.05	\$20.91
Revenue	\$12,830.00	\$15,124.00	\$8,760.00



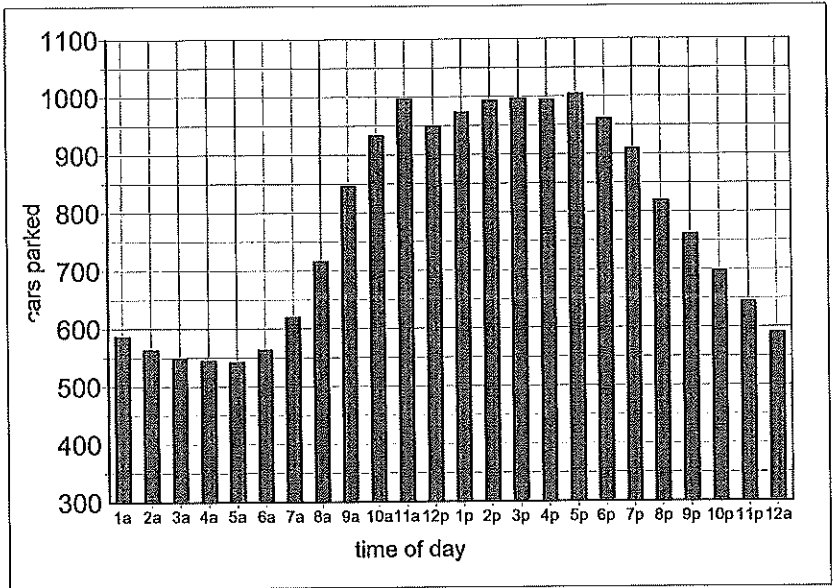
	DEC 2022	DEC 2022
Length of Stay	# of Tickets	% of Total
1 Hr \$2.00	20	0.03
2Hrs - 6 Hrs	11	0.02
\$14.00 Max	284	0.41
1 Day \$16 - \$18.	166	0.24
2 Days \$20 - \$36	130	0.19
3 Days \$38 - \$54	61	0.09
4 Days \$56 - \$72	11	0.02
5 Days \$74 - \$90	1	0.00
6 Days \$92 - \$108	0	0.00
>7 Days > \$110	2	0.00
Total	686	

UNION STATION GARAGE OCCUPANCY REPORT

December 15, 2022

Thursday

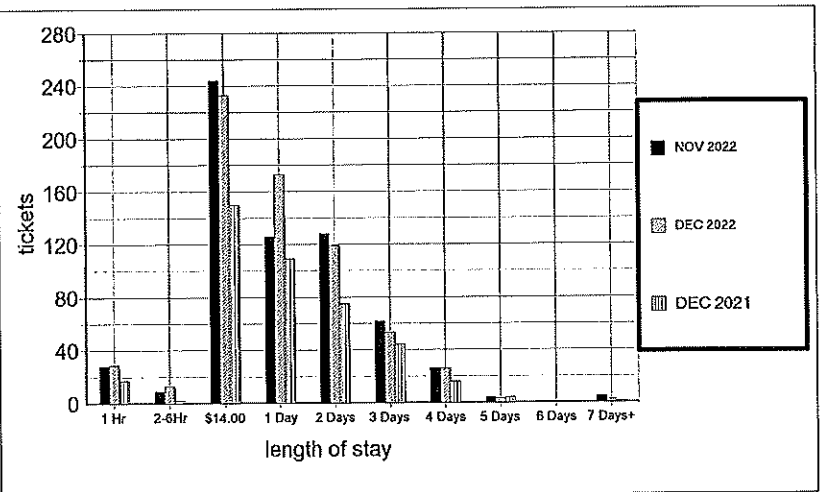
Time of Day	Tickets	Keycards	Total
00:00-1:00a	452	135	587
1:00-2:00a	430	134	564
2:00-3:00a	417	133	550
3:00-4:00a	412	133	545
4:00-5:00a	406	137	543
5:00-6:00a	413	151	564
6:00-7:00a	446	174	620
7:00-8:00a	524	192	716
8:00-9:00a	634	212	846
9:00-10:00a	712	221	933
10:00-11:00a	778	219	997
11:00-12:00p	727	222	949
12:00-1:00p	748	225	973
1:00-2:00p	771	222	993
2:00-3:00p	784	213	997
3:00-4:00p	785	210	995
4:00-5:00p	796	209	1005
5:00-6:00p	763	198	961
6:00-7:00p	731	178	909
7:00-8:00p	672	148	820
8:00-9:00p	624	138	762
9:00-10:00p	562	136	698
10:00-11:00p	517	128	645
11:00-12:00a	466	125	591



1133 Available Spaces

Transient Length of Stay

Thursday	NOV 2022	DEC 2022	DEC 2021
Length of Stay	# of Tickets	# of Tickets	# of Tickets
1 Hr \$2.00	28	29	17
2Hrs - 6 Hrs	9	13	2
\$14.00 Max	244	233	150
1 Day \$16 - \$18.	126	173	109
2 Days \$20 - \$36	128	119	75
3 Days \$38 - \$54	62	53	44
4 Days \$56 - \$72	26	26	16
5 Days \$74 - \$90	4	3	4
6 Days \$92 - \$108	1	0	0
>7 Days > \$110	5	2	1
Total	633	651	418
Avg Ticket =	\$24.82	\$23.28	\$24.12
Revenue	\$15,712.00	\$15,158.00	\$10,084.00

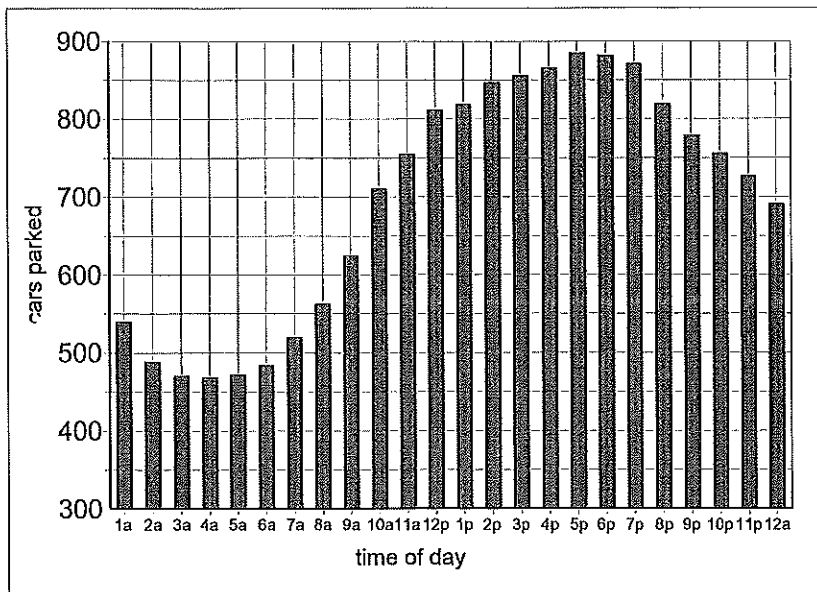


	DEC 2022	DEC 2022
Length of Stay	# of Tickets	% of Total
1 Hr \$2.00	29	0.04
2Hrs - 6 Hrs	13	0.02
\$14.00 Max	233	0.36
1 Day \$16 - \$18.	173	0.27
2 Days \$20 - \$36	119	0.18
3 Days \$38 - \$54	53	0.08
4 Days \$56 - \$72	26	0.04
5 Days \$74 - \$90	3	0.00
6 Days \$92 - \$108	0	0.00
>7 Days > \$110	2	0.00
Total	651	

UNION STATION GARAGE OCCUPANCY REPORT

December 16, 2022

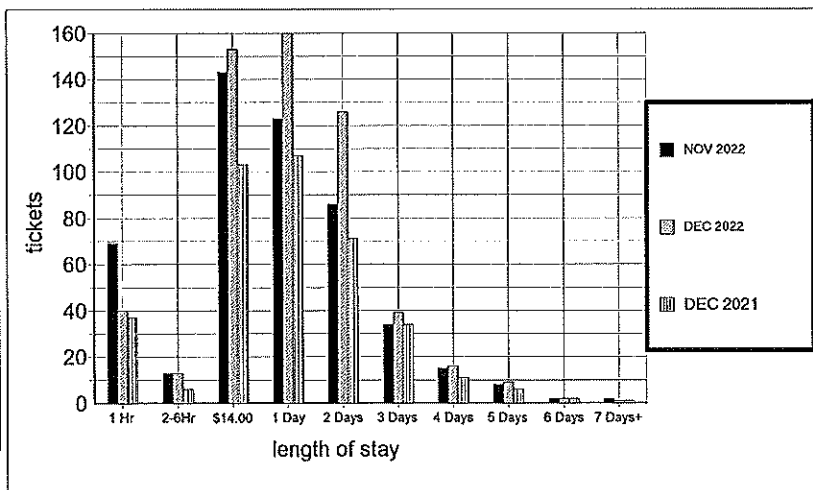
Time of Day	Tickets	Keycards	Total
00:00-1:00a	424	116	540
1:00-2:00a	375	114	489
2:00-3:00a	358	113	471
3:00-4:00a	355	113	468
4:00-5:00a	356	116	472
5:00-6:00a	362	122	484
6:00-7:00a	383	137	520
7:00-8:00a	413	150	563
8:00-9:00a	471	154	625
9:00-10:00a	558	153	711
10:00-11:00a	600	155	755
11:00-12:00p	658	154	812
12:00-1:00p	666	153	819
1:00-2:00p	695	152	847
2:00-3:00p	704	152	856
3:00-4:00p	722	144	866
4:00-5:00p	744	141	885
5:00-6:00p	757	125	882
6:00-7:00p	755	116	871
7:00-8:00p	714	106	820
8:00-9:00p	680	99	779
9:00-10:00p	655	101	756
10:00-11:00p	630	97	727
11:00-12:00a	600	91	691



1133 Available Spaces

Transient Length of Stay

Friday	NOV 2022	DEC 2022	DEC 2021
Length of Stay	# of Tickets	# of Tickets	# of Tickets
1 Hr \$2.00	69	40	37
2Hrs - 6 Hrs	13	13	6
\$14.00 Max	143	153	103
1 Day \$16 - \$18.	123	160	107
2 Days \$20 - \$36	86	126	71
3 Days \$38 - \$54	34	39	34
4 Days \$56 - \$72	15	16	11
5 Days \$74 - \$90	8	9	6
6 Days \$92 - \$108	2	2	2
>7 Days > \$110	2	1	1
Total	495	559	378
Avg Ticket =	\$21.52	\$23.12	\$23.16
Revenue	\$10,654.00	\$12,922.00	\$8,754.00

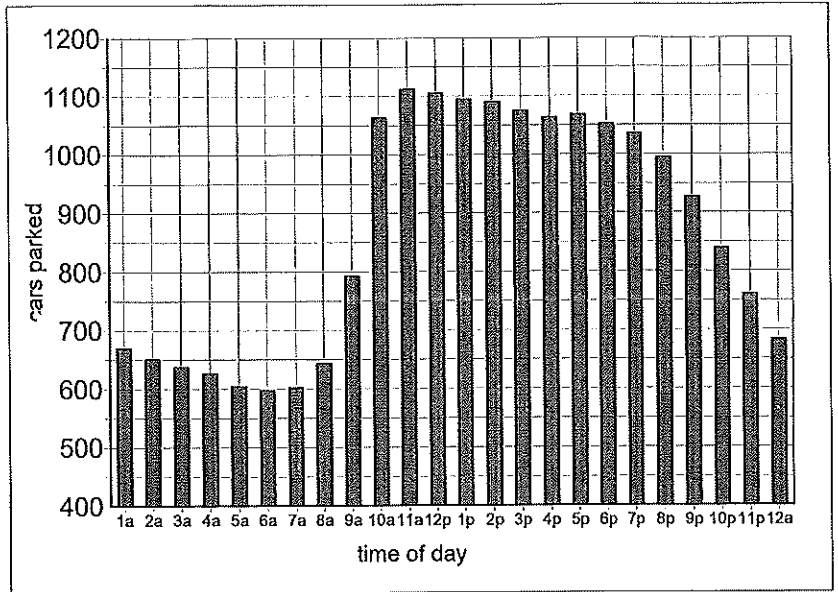


	DEC 2022	DEC 2022
Length of Stay	# of Tickets	% of Total
1 Hr \$2.00	40	0.07
2Hrs - 6 Hrs	13	0.02
\$14.00 Max	153	0.27
1 Day \$16 - \$18.	160	0.29
2 Days \$20 - \$36	126	0.23
3 Days \$38 - \$54	39	0.07
4 Days \$56 - \$72	16	0.03
5 Days \$74 - \$90	9	0.02
6 Days \$92 - \$108	2	0.00
>7 Days > \$110	1	0.00
Total	559	

UNION STATION GARAGE OCCUPANCY REPORT

December 17, 2022

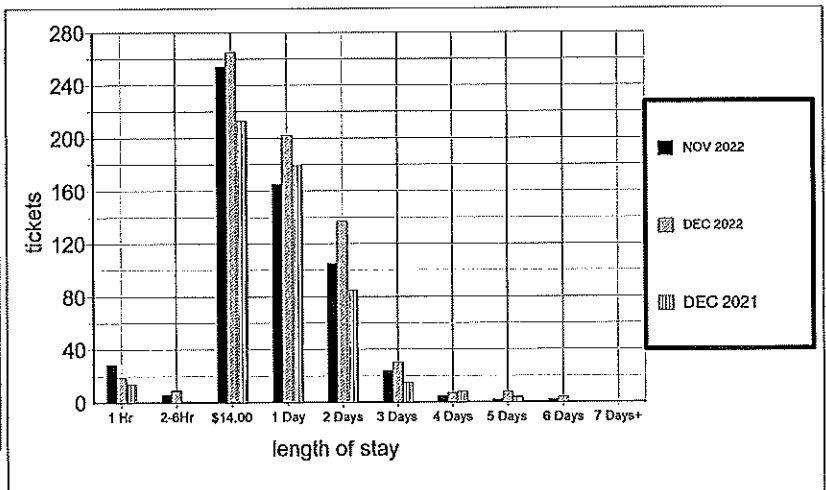
Time of Day	Tickets	Keycards	Total
00:00-1:00a	579	91	670
1:00-2:00a	562	90	652
2:00-3:00a	548	90	638
3:00-4:00a	537	91	628
4:00-5:00a	514	91	605
5:00-6:00a	507	91	598
6:00-7:00a	509	94	603
7:00-8:00a	548	96	644
8:00-9:00a	693	100	793
9:00-10:00a	966	98	1064
10:00-11:00a	1013	100	1113
11:00-12:00p	1009	97	1106
12:00-1:00p	998	97	1095
1:00-2:00p	993	97	1090
2:00-3:00p	979	97	1076
3:00-4:00p	968	96	1064
4:00-5:00p	969	100	1069
5:00-6:00p	958	95	1053
6:00-7:00p	939	97	1036
7:00-8:00p	899	96	995
8:00-9:00p	832	95	927
9:00-10:00p	744	96	840
10:00-11:00p	667	94	761
11:00-12:00a	594	90	684



1133 Available Spaces

Transient Length of Stay

Length of Stay	NOV 2022 # of Tickets	DEC 2022 # of Tickets	DEC 2021 # of Tickets
1 Hr \$2.00	29	19	14
2Hrs - 6 Hrs	6	9	1
\$14.00 Max	254	265	213
1 Day \$16 - \$18.	165	202	179
2 Days \$20 - \$36	105	137	85
3 Days \$38 - \$54	24	30	15
4 Days \$56 - \$72	5	7	8
5 Days \$74 - \$90	2	8	4
6 Days \$92 - \$108	2	4	0
>7 Days > \$110	0	0	0
Total	592	681	519
Avg Ticket =	\$19.44	\$21.00	\$19.49
Revenue	\$11,512.00	\$14,302.00	\$10,114.00



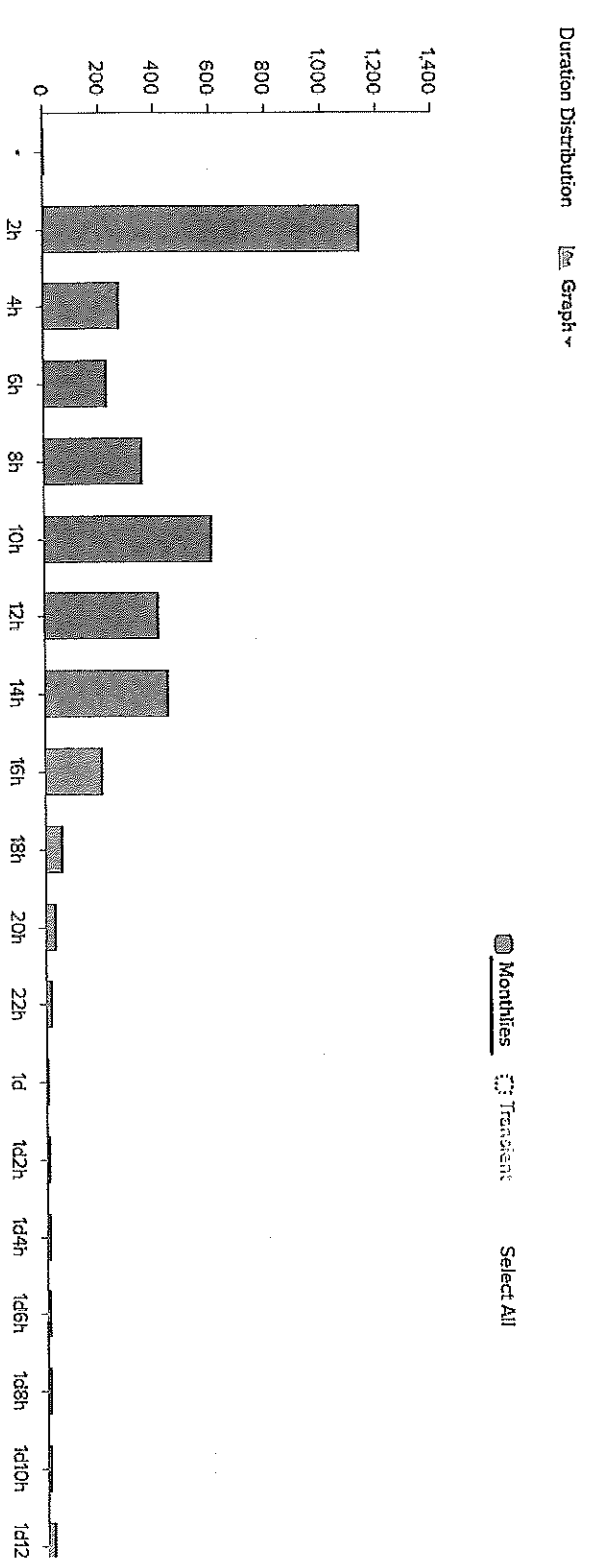
Length of Stay	DEC 2022 # of Tickets	DEC 2022 % of Total
1 Hr \$2.00	19	0.03
2Hrs - 6 Hrs	9	0.01
\$14.00 Max	265	0.39
1 Day \$16 - \$18.	202	0.30
2 Days \$20 - \$36	137	0.20
3 Days \$38 - \$54	30	0.04
4 Days \$56 - \$72	7	0.01
5 Days \$74 - \$90	8	0.01
6 Days \$92 - \$108	4	0.01
>7 Days > \$110	0	0.00
Total	681	

- OVERVIEW
- OCCUPANCY
- REVENUE
- DURATION**
- OVERSELL
- ONLINE RATE SURVEY
- BUDGETS
- BENCHMARK

Duration

Show duration distribution Every 2 Hours on All Days entering at All Hours for Dec 1, 2022 - Dec 31, 2022 broken down by User Type

Compare to Last Year



OVERVIEW

OCCUPANCY

REVENUE

DURATION

OVERSELL

ONLINE RATE SURVEY

BUDGETS

% BENCHMARK

EDIT LOCATION

Duration

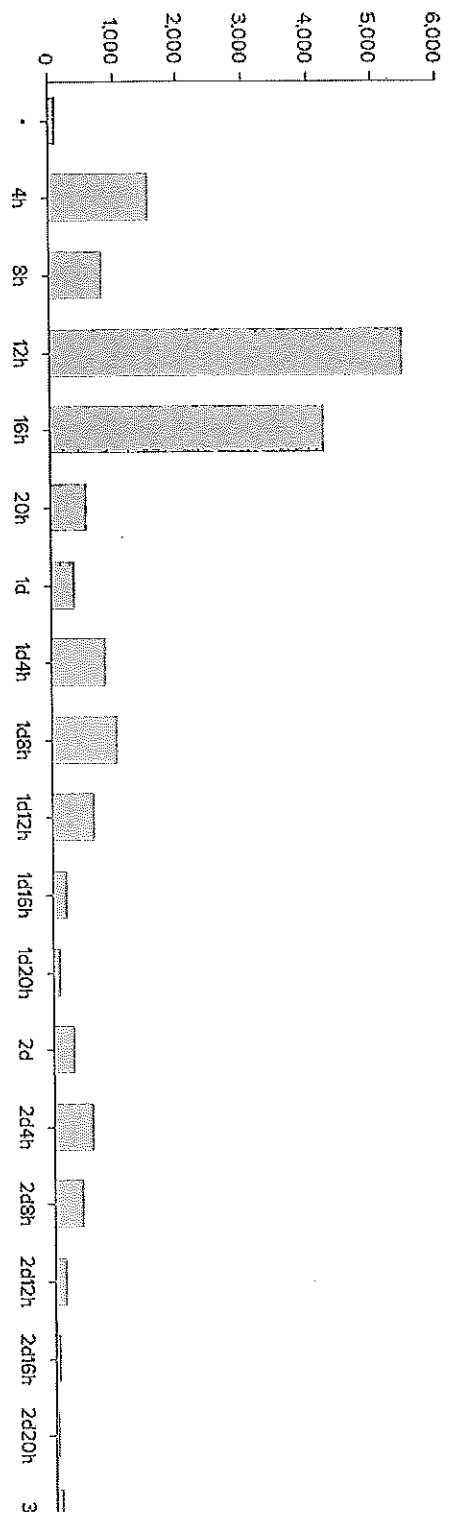
Show duration distribution Every 4 Hours on All Days entering at All Hours

for Dec 1, 2022 - Dec 31, 2022 broken down by User Type

Compare to Last Year

Duration Distribution Graph

Monthlies Transients Select All





INCIDENT STATISTICS by Category thru December 2022
Details of Each Incident are Attached - Includes Union Station Building and Garage

MONTH	MOTOR VEHICLE BREAK-IN	CAR ACCIDENT MINOR/HIT & RUN	STOLEN AUTO	PERSONAL INJURY/FALL	PROPERTY DAMAGE PNH/Vandalism	PROPERTY DAMAGE PRIVATE	FELONY OR MIS-DEMEANOR CRIME	REQUEST FOR MEDICAL ASSISTANCE/HOMELESS ISSUES	Disorderly Conduct	Stolen Bike	ELEVATOR ENTRAPMENT With Medical Assistance	MISC.	TOTAL
JAN	0	2	0	3	0	0	0	10	0	0	0	4 INCLUDES HARASSMENT, ALLEGED THEFT, NHPD CAR TRUNK OPEN, MAINTENANCE (FLOOD) FROM VENT	19
FEB	0	0	0	1	0	0	0	7	3	0	0	0	11
MAR	0	2	0	0	1	0	0	4	3	1 BIKE PARTS	0	1 Theft	12
APRIL	0	1	0	2	0	0	0	8	1	1 moped	0	0	13
MAY	0	3	0	1	1	0	0	7	6	0	0	1 SISTER JUMPING OVER BROTHER AND 1 FELL AND HIT HEAD	19
JUNE	0	2	0	3	1	0	0	7	3	0	0	3 INCLUDES SMOKING, VAPING, ABANDONED CAR	19
JULY	0	3	0	3	1	0	0	6	2	0	0	2 INCLUDES ABANDONED CAR AND POSSIBLE THEFT	17
AUGUST	0	3	1	3	0	0	0	1	4	1	0	2 INCLUDES ALLEGED THEFT AND ISSUE WITH TAXI DRIVER	15

MONTH	Motor Vehicle Break-In	Car Accident Minor/Hit & Run	Stolen Auto	Personal Injury Fall	Property Damage PNH/Vandalism	Property Damage Private	Felony or Mis Demcanor Crime	Request for Medical Assistance Homeless Issues	Disorderly Conduct	Stolen Bike	Elevator Entrapment Medical Assistance	Miscellaneous	Total
SEPTEMBER	0	0	0	2	1	1	0	5	6	0	0	0	15
OCTOBER	0	0	0	2	1	0	8	4	0	0	0	4 3 EVADING PAYMENT 1 deer in lot	19
NOVEMBER	0	0	1	2	0	2	14	3	0	0	0	3 1 tow and 2 fire issues	25
DECEMBER	0	2	2	2	6	8	0	11	2	3	0	20	22
TOTAL	0	18	2	24	6	8	0	88	37	3	0	20	206



DATE & TIME	TYPE	DESCRIPTION	POLICE/ CALLED	MEDICAL ASSISTANCE REQUIRED
12/4/22 6:10 PM	Medical Assistance Required	LOCATION: Lobby (near charging ports) Woman was sitting in corner of lobby hunched over and unresponsive. Security called emergency services. NHFD and EMS arrived and transported her to the Hospital.	No	Yes
12/6/22 7:00 AM	Medical Assistance Required	LOCATION: Lobby Security was notified of woman sleeping on the floor and recognized her from the night before. Supervisor was called and called emergency services to assist. NHFD arrived, offered help and she refused.	No	Yes, but refused
12/7/22 1:45 PM	Trip & Fall	LOCATION: Lobby (Bottom of down escalator) Security received a report that a lady fell at the bottom of the escalator. When he arrived, Amtrak PD was with her and had her sitting in a chair. Security asked what happened and she said she mis-stepped and fell, and hurt her ankle and foot. Amtrak PD called AMR and they transported her to the Hospital. Security called CT Elevators and explained what happened. They said no need to shut down escalator or call Schindler.	No	Yes
12/13/22 3:30 PM	Medical Assistance Required	LOCATION: Lobby Security received a call-in regard to a woman in the lobby who was having an asthma attack. 911 was called. EMS arrived to transport her to the Hospital.	No	Yes
12/15/22 12 noon	Medical Assistance Required	LOCATION: Lobby Security received a call regarding a man who needed medical assistance and was having chest pains. MOD called 911 for him and EMS transported him to the Hospital.	No	Yes
12/18/22 3:50 PM	Medical Assistance Required	LOCATION: Inside Main Front Door of Building Female was sitting on the floor inside the front main entrance complaining of abdominal pain and requested medical assistance. Security called Manager on Duty to let him know he could not locate an officer in the building and Security called 911 for medical assistance as woman requested. EMS arrived and transported her to the Hospital.	No	Yes
12/20/22 7:35 AM	Medical Assistance Required.	LOCATION: Men's Restroom Male would not leave restroom to allow maintenance to clean it. Security noticed he needed help, and tried to find NHPD but there were none. Supervisor was called and they called for assistance. NHFD and EMS arrived to site and got him up, but he staggered away and refused help.	Yes	Yes but refused

12/20/22 4:00 PM	Medical Assistance Required	LOCATION: Lobby Male was claiming to have pain in left ankle. MOD called 911 and EMS arrived and took him to the Hospital.	No	Yes
12/21/22 1:30 AM	Medical Assistance Required	LOCATION: Lobby – Men’s Restroom Security was called to the restrooms because male was not responsive. 911 was called then suddenly male jumped up and said there was nothing wrong with him and refused assistance.	No	Refused
12/22/22 6:00 AM	Trip & Fall	LOCATION: Lobby - (Middle inside door) Employee fell while pushing automatic door opener with a coffee in her hand. Security helped her up and saw edge of rug propped up against the door and straightened it out. She hurt her right hip and had bump on head.	No	No
12/23/22 10:05 AM	Medical Assistance Required	LOCATION: Lobby Female walked in train station and was telling people that she was feeling suicidal and wanted to go to the Hospital. MOD called 911 for EMS to come and NHPD also spoke to her while waiting for EMS. She was transported to the Hospital.	Yes	Yes
12/25/22 7:40 AM	Disorderly Conduct	LOCATION: Lobby – (Restrooms) Customer walked up from the tunnel, restroom was being cleaned and he was told that. He asked why he could not use the ladies’ room even though there was a female inside. He continued to walk in anyway. Shortly after one of the undomiciled who refused to get up from the floor also walked in. Security went to get police but there were none on site.	None present	No
12/26/22 1:10 AM	Medical Assistance Required	LOCATION: Lobby (Women’s rest room) Woman was locked in the handicapped stall of the women’s rest room and would not budge when the custodian was trying to clean. Custodian radioed Security and offered woman to sit on one of the available benches, she refused and headed out toward NHPD building. Later she returned and Supervisor called 911 and got her an ambulance. She was transported to the Hospital.	No	Yes
12/26/22 10:00 AM	Disorderly Conduct	LOCATION: Lobby Woman began to talk loud yelling and cursing in the lobby. NHPD approached her to lower her voice and she did not comply and was asked to leave. She left and tried to come back and was not allowed to do so. She went back and forth for a while with the officers and they reached out to their co-workers to have her arrested.	Yes	No
12/28/22 7:00 AM	Medical Assistance Required	LOCATION: Lobby Security was notified of a woman who was pregnant and not feeling well. Her mother was with her and asked for medical assistance. Amtrak employee called 911. EMS arrived and transported her to the Hospital.	No	Yes

INCIDENTS - UNION STATION GARAGE -DECEMBER 2022

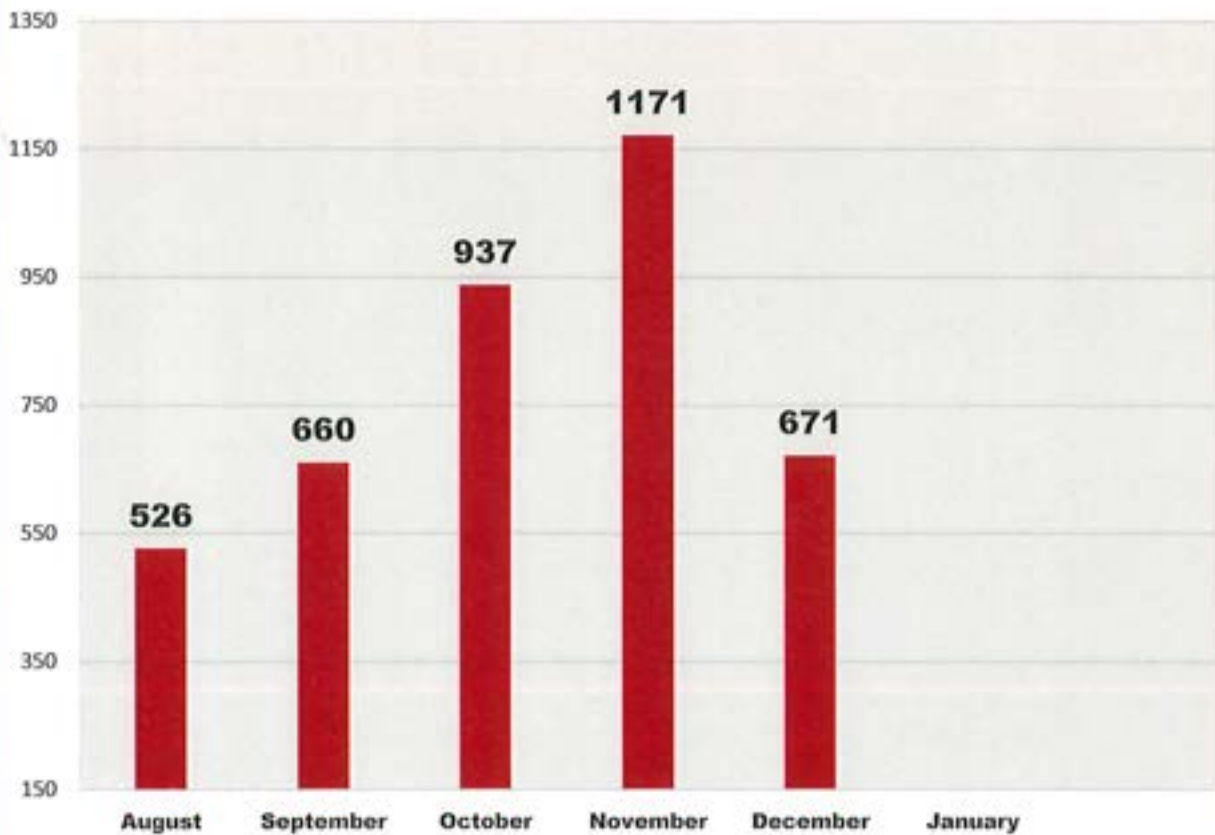


DATE & TIME	TYPE	DESCRIPTION	POLICE/ FIRE CALLED	MEDICAL ASSISTANCE REQUIRED
11/30 11:30 PM	Personal Property Damage	LOCATION: Level 5 Street Side Patron exited USG around 11:30 PM and noticed white spots on car roof. He spoke to MOD on 12/1 to make him aware that he plans to go to the car wash on Saturday, and will get back to MOD on Monday.	No	No
12/1 5:00 PM	Personal Property Damage	LOCATION: Level 4 Street Side Patron reported when he returned to his car he found stains all over the car.	No	No
12/1 6:25 PM	Personal Property Damage	LOCATION: Level 5 Street Side Patron reported when he returned to his car there were concrete spots on roof.	No	No
12/1 5:00 PM	Personal Property Damage	LOCATION: Level 2 Street Side When patron returned to his car he noticed heavy water deposits on the hood of the car that appeared to be from water seeping through the concrete.	Yes	No
12/13 4:30 PM	Motor Vehicle Accident minor	LOCATION: Exit Station by Manager's office Driver was exiting and didn't know that he could use a credit card, backed up slowly and tapped the car behind him. Both drivers decided not to do an incident report because there was no damage to either vehicle.	No	No
12-14 10:45 AM	Personal Property Damage	LOCATION: Authorized Area Dunkin Donuts employee stated she noticed her rear side small window was damaged/cracked.	No	No
12-15 2:18 PM	Motor vehicle Accident minor hit and run	LOCATION: Level 1 Ramp When patron returned to her vehicle she noticed her front license plate was hanging off with the frame broken and a scratch on the front fender.	No	No



**UNION STATION
PARTNERSHIP**
NEW HAVEN

**USTC UNDOMICILED
TOTAL COUNTS FOR MONTHS OF
AUGUST - DECEMBER 2022**



FINANCIAL STATEMENTS

NEW HAVEN PARKING AUTHORITY
 Union Station Consolidated
 For Fiscal Year Through December 31, 2022
 (Management Use Only)

	CURRENT					YEAR-TO-DATE				
	ACTUAL	BUDGET	VAR (B/W)	ACT LAST YR	VAR (B/W)	ACTUAL	BUDGET	VAR (B/W)	ACT LAST YR	VAR (B/W)
REVENUE										
Monthly Parking Revenue	40,143	36,547	3,596	36,521	3,622	245,598	219,282	26,316	204,855	40,743
Transient Parking Revenue	368,409	250,000	118,409	237,335	131,074	1,947,328	1,465,000	482,328	1,233,549	713,779
Validation Revenue	0	0	0	0	0	0	0	0	0	0
Rental Income	124,441	125,650	(1,209)	115,089	9,353	746,648	753,900	(7,252)	690,532	56,116
Administrative Income	0	0	0	0	0	0	0	0	0	0
Special Events Income	0	0	0	0	0	0	0	0	0	0
Valet Revenue	0	0	0	0	0	0	0	0	0	0
Advertising Revenue	0	0	0	0	0	0	0	0	0	0
Other Revenue	0	10	(10)	10	(10)	0	0	0	0	0
Revenue Due City of New Haven	0	0	0	0	0	3,373	160	3,213	1,060	2,313
Billed Expense Revenue	0	0	0	0	0	0	0	0	0	0
Total Revenue	532,993	412,207	120,786	388,954	144,039	2,942,947	2,438,342	504,605	2,129,996	812,952

	CURRENT					YEAR-TO-DATE				
	ACTUAL	BUDGET	VAR (B/W)	ACT LAST YR	VAR (B/W)	ACTUAL	BUDGET	VAR (B/W)	ACT LAST YR	VAR (B/W)
EXPENSES										
Personnel:										
Administration Salaries - Straight-line	17,182	17,205	23	10,966	(6,216)	100,930	102,113	1,183	72,168	(28,762)
Administration Salaries - Overtime	668	991	323	1,708	1,040	5,790	5,881	91	3,454	(2,389)
Cashiers Salaries - Straight-line	11,520	14,468	2,948	12,153	633	72,375	85,446	13,071	72,548	173
Cashiers Salaries - Overtime	1,793	868	(925)	291	(1,502)	4,814	5,126	312	1,992	(2,822)
Maintenance Salaries - Straight-line	33,140	33,088	(52)	26,876	(6,264)	186,243	197,150	10,907	156,224	(30,019)
Maintenance Salaries - Overtime	4,092	4,556	464	3,966	(126)	30,363	21,743	(8,620)	25,143	(5,221)
Security Salaries - Straight-line	38,115	42,214	4,099	31,351	(6,764)	196,644	246,486	50,842	186,887	(8,757)
Security Salaries - Overtime	7,793	5,009	(2,784)	5,215	(2,578)	26,953	29,243	2,290	28,371	1,418
Benefits	98,662	92,607	(6,055)	89,765	(8,897)	549,801	555,762	5,961	474,151	(75,650)
Total Personnel	212,965	211,006	(1,959)	182,291	(30,674)	1,172,911	1,248,960	76,049	1,020,937	(151,974)

	CURRENT					YEAR-TO-DATE				
	ACTUAL	BUDGET	VAR (B/W)	ACT LAST YR	VAR (B/W)	ACTUAL	BUDGET	VAR (B/W)	ACT LAST YR	VAR (B/W)
Operating:										
Security/Traffic Control	3,612	2,270	(1,342)	2,408	(1,204)	11,440	9,649	(1,791)	5,644	(5,795)
Utilities	47,069	50,063	2,994	48,199	1,130	297,604	279,721	(17,883)	251,104	(46,501)
Service Agreements	12,223	10,074	(2,149)	8,526	(3,699)	67,592	60,444	(7,548)	55,113	(12,880)
Professional Services	2,234	4,321	2,087	1,601	(633)	36,918	21,426	(15,492)	18,309	(18,608)
Repairs and Maintenance	26,690	24,370	(2,310)	15,817	(10,862)	154,673	162,220	7,547	122,692	(31,981)
Insurance - Liability	18,309	18,808	499	12,077	(6,232)	109,856	112,848	2,992	72,461	(37,394)
Building & Land Rental	0	0	0	0	0	0	0	0	0	0
Uniforms	2,868	1,761	(1,107)	1,765	(1,102)	11,873	11,402	(471)	8,789	(3,084)
Tickets and Tags	119	213	94	611	493	1,093	1,278	185	1,866	773
Supplies	15,861	12,254	(3,607)	7,755	(8,106)	77,592	66,748	(10,844)	38,474	(39,118)
Bank Fees	6,557	4,450	(2,107)	2,764	(3,773)	47,410	26,700	(20,710)	18,915	(28,496)
Contracted Snow Removal	0	75,000	75,000	0	0	0	112,500	112,500	0	0
Administrative Expenses	95,158	88,374	(6,784)	78,854	(16,304)	504,212	530,244	26,032	462,005	(42,207)
Valet Expense	0	0	0	0	0	0	0	0	0	0
Other Expenses	9,680	11,657	1,977	10,894	1,214	67,480	71,672	4,192	61,427	(6,055)
Total Operating Expenses	240,370	303,615	63,245	191,299	(49,080)	1,398,143	1,468,852	78,709	1,116,799	(271,344)
Total Expenses	453,334	514,621	61,287	373,580	(79,754)	2,561,054	2,715,812	154,758	2,137,736	(423,319)

	ACTUAL	BUDGET	VAR (B/W)	ACT LAST YR	VAR (B/W)
NET OPERATING INCOME	79,658	(102,414)	182,072	15,374	64,284
	381,893	(277,470)	659,363	(7,740)	389,633

NEW HAVEN PARKING AUTHORITY
 Union Station Building
 For Fiscal Year Through December 31, 2022
 (Management Use Only)

	CURRENT				YEAR-TO-DATE				
	ACTUAL	BUDGET	VAR B/W	ACT LAST YR	ACTUAL	BUDGET	VAR B/W	ACT LAST YR	VAR B/W
REVENUE									
Monthly Parking Revenue	0	0	0	0	0	0	0	0	0
Transient Parking Revenue	0	0	0	0	0	0	0	0	0
Validation Revenue	0	0	0	0	0	0	0	0	0
Rental Income	124,441	125,650	(1,209)	115,089	746,648	753,900	(7,252)	690,532	56,116
Administrative Income	0	0	0	0	0	0	0	0	0
Special Events Income	0	0	0	0	0	0	0	0	0
Valet Revenue	0	0	0	0	0	0	0	0	0
Advertising Revenue	0	0	0	0	0	0	0	0	0
Other Revenue	0	0	0	0	0	100	(100)	1,000	(1,000)
Revenue Due City of New Haven	0	0	0	0	0	0	0	0	0
Billed Expense Revenue	0	0	0	0	0	0	0	0	0
Total Revenue	124,441	125,650	(1,209)	115,089	746,648	754,000	(7,352)	691,532	55,116
EXPENSES									
Personnel:									
Administration Salaries - Straight-line	8,316	8,181	(135)	5,159	49,135	48,554	(581)	33,712	(15,423)
Administration Salaries - Overtime	259	526	267	854	2,381	3,123	742	1,691	(890)
Cashiers Salaries - Straight-line	0	0	0	0	0	0	0	0	0
Cashiers Salaries - Overtime	0	0	0	0	0	0	0	0	0
Maintenance Salaries - Straight-line	25,818	25,827	(9)	22,872	144,946	152,635	7,689	130,367	(14,579)
Maintenance Salaries - Overtime	4,202	3,581	(621)	3,663	28,611	16,951	(11,660)	21,210	(7,400)
Security Salaries - Straight-line	22,219	23,986	1,767	17,275	101,842	136,466	34,624	101,023	(820)
Security Salaries - Overtime	4,558	2,830	(1,728)	2,695	13,769	16,375	2,606	15,262	1,484
Benefits	56,185	53,399	(2,786)	55,538	313,474	318,572	5,098	289,528	(23,945)
Total Personnel	121,557	117,920	(3,637)	108,055	654,157	692,676	38,519	592,784	(61,373)
Operating:									
Security/Traffic Control	3,612	2,270	(1,342)	2,408	11,440	9,649	(1,791)	5,644	(5,795)
Utilities	37,161	40,732	3,571	38,613	247,658	234,842	(12,816)	210,590	(37,068)
Service Agreements	8,051	6,443	(1,608)	5,115	47,006	38,658	(8,348)	35,177	(11,830)
Professional Services	1,231	2,882	1,651	906	31,085	15,192	(15,893)	14,140	(16,944)
Repairs and Maintenance	20,012	20,730	718	14,496	124,455	137,380	12,925	108,942	(15,514)
Insurance - Liability	6,525	6,714	189	6,555	39,152	40,284	1,132	39,327	175
Building & Land Rental	0	0	0	0	0	0	0	0	0
Uniforms	1,890	965	(905)	1,014	7,472	6,383	(1,089)	5,244	(2,228)
Tickets and Tags	0	0	0	0	0	0	0	0	0
Supplies	9,113	8,669	(444)	5,724	54,049	49,338	(4,711)	28,338	(25,711)
Bank Fees	0	300	300	226	820	1,800	980	1,330	510
Contracted Snow Removal	0	35,000	35,000	0	0	52,500	52,500	0	0
Administrative Expenses	56,362	50,534	(5,828)	50,499	289,103	303,204	14,101	279,503	(9,600)
Valet Expense	0	0	0	0	0	0	0	0	0
Other Expenses	8,897	10,897	2,000	10,197	62,530	65,382	2,852	57,003	(5,527)
Total Operating Expenses	152,857	186,156	33,299	135,753	914,770	954,612	39,842	785,237	(129,533)
Total Expenses	274,414	304,076	29,662	243,808	1,568,927	1,647,288	78,361	1,378,021	(190,906)
NET OPERATING INCOME	(149,972)	(178,426)	28,454	(128,719)	(822,279)	(893,289)	71,009	(686,490)	(135,790)

NEW HAVEN PARKING AUTHORITY
 State Street Station
 For Fiscal Year Through December 31, 2022
 (Management Use Only)

	CURRENT				YEAR-TO-DATE			
	ACTUAL	BUDGET	VAR B/W	ACT LAST YR	VAR B/W	ACT LAST YR	VAR B/W	
REVENUE								
Monthly Parking Revenue	0	0	0	0	0	0	0	
Transient Parking Revenue	0	0	0	0	0	0	0	
Validation Revenue	0	0	0	0	0	0	0	
Rental Income	0	0	0	0	0	0	0	
Administrative Income	0	0	0	0	0	0	0	
Special Events Income	0	0	0	0	0	0	0	
Valet Revenue	0	0	0	0	0	0	0	
Advertising Revenue	0	0	0	0	0	0	0	
Other Revenue	0	0	0	0	0	0	0	
Revenue Due City of New Haven	0	0	0	0	0	0	0	
Billed Expense Revenue	0	0	0	0	0	0	0	
Total Revenue	0	0	0	0	0	0	0	
EXPENSES								
Personnel:								
Administration Salaries - Straight-time	2,418	2,331	(87)	0	(2,418)	0	(13,322)	
Administration Salaries - Overtime	150	130	(20)	0	(150)	0	(975)	
Cashiers Salaries - Straight-time	0	0	0	0	0	0	0	
Cashiers Salaries - Overtime	0	0	0	0	0	0	0	
Maintenance Salaries - Straight-time	2,221	1,645	(576)	0	(2,221)	0	(9,919)	
Maintenance Salaries - Overtime	(254)	164	418	0	254	0	212	
Security Salaries - Straight-time	633	472	(161)	0	(633)	0	(3,182)	
Security Salaries - Overtime	38	0	(38)	0	(38)	0	(195)	
Benefits	4,886	3,588	(1,298)	0	(4,886)	0	(24,026)	
Total Personnel	10,092	8,330	(1,762)	0	(10,092)	0	(51,408)	
Operating:								
Security/Traffic Control	0	0	0	0	0	0	0	
Utilities	114	0	(114)	0	(114)	0	(580)	
Service Agreements	224	0	(224)	0	(224)	0	(929)	
Professional Services	75	0	(75)	0	(75)	0	(225)	
Repairs and Maintenance	3,000	0	(3,000)	0	(3,000)	0	(13,574)	
Insurance - Liability	121	127	6	0	(121)	0	(727)	
Building & Land Rental	0	0	0	0	0	0	0	
Uniforms	20	20	0	0	0	0	120	
Tickets and Tags	0	0	0	0	0	0	0	
Supplies	0	0	0	0	0	0	0	
Bank Fees	1,054	100	(954)	0	(1,054)	0	(6,651)	
Contracted Snow Removal	0	0	0	0	0	0	0	
Administrative Expenses	0	5,000	5,000	0	0	0	7,500	
Valet Expense	3,484	2,640	(844)	0	(3,484)	0	(15,840)	
Other Expenses	0	0	0	0	0	0	0	
Total Operating Expenses	8,072	7,887	(185)	0	(8,072)	0	(42,857)	
Total Expenses	18,165	16,217	(1,948)	0	(18,165)	0	(94,365)	
NET OPERATING INCOME	(18,165)	(18,217)	(1,948)	0	(18,165)	0	(94,365)	

NEW HAVEN PARKING AUTHORITY
 Union Station Garage
 For Fiscal Year Through December 31, 2022
 (Management Use Only)

	CURRENT					YEAR-TO-DATE				
	ACTUAL	BUDGET	VAR B/W	ACT LAST YR	VAR B/W	ACTUAL	BUDGET	VAR B/W	ACT LAST YR	VAR B/W
REVENUE										
Monthly Parking Revenue	40,143	36,547	3,596	36,521	3,622	245,598	219,282	26,316	204,855	40,743
Transfer/ Parking Revenue	368,409	250,000	118,409	237,335	131,074	1,947,328	1,465,000	482,328	1,233,549	713,779
Validation Revenue	0	0	0	0	0	0	0	0	0	0
Rental Income	0	0	0	0	0	0	0	0	0	0
Administrative Income	0	0	0	0	0	0	0	0	0	0
Special Events Income	0	0	0	0	0	0	0	0	0	0
Valet Revenue	0	0	0	0	0	0	0	0	0	0
Advertising Revenue	0	0	0	0	0	0	0	0	0	0
Other Revenue	0	10	(10)	10	(10)	3,373	60	3,313	60	3,313
Revenue Due City of New Haven	0	0	0	0	0	0	0	0	0	0
Billed Expense Revenue	0	0	0	0	0	0	0	0	0	0
Total Revenue	408,552	286,557	121,995	273,866	134,686	2,196,239	1,684,342	511,957	1,438,464	757,835

	CURRENT					YEAR-TO-DATE				
	ACTUAL	BUDGET	VAR B/W	ACT LAST YR	VAR B/W	ACTUAL	BUDGET	VAR B/W	ACT LAST YR	VAR B/W
EXPENSES										
Personnel:										
Administration Salaries - Straight-time	6,446	6,693	245	5,808	(640)	38,473	39,722	1,249	38,456	(17)
Administration Salaries - Overtime	289	335	76	854	565	2,434	1,988	(446)	1,764	(671)
Cashiers Salaries - Straight-time	11,520	14,488	2,948	12,153	633	72,375	85,446	13,071	72,548	173
Cashiers Salaries - Overtime	1,793	868	(925)	291	(1,502)	4,814	5,126	312	1,992	(2,822)
Maintenance Salaries - Straight-time	5,102	5,616	515	4,004	(1,097)	31,378	34,801	3,423	25,857	(5,521)
Maintenance Salaries - Overtime	144	811	667	303	159	1,955	3,822	1,867	3,932	1,968
Security Salaries - Straight-time	15,263	18,156	2,893	14,076	(1,187)	90,619	107,230	16,611	85,864	(4,755)
Security Salaries - Overtime	3,197	2,179	(1,018)	2,520	(677)	12,988	12,868	(120)	13,118	130
Benefits	31,591	35,630	(1,561)	34,227	(3,363)	212,300	215,601	3,301	184,623	(27,678)
Total Personnel	81,316	84,756	3,440	74,236	(7,080)	467,346	506,604	39,258	428,153	(39,193)

	CURRENT					YEAR-TO-DATE				
	ACTUAL	BUDGET	VAR B/W	ACT LAST YR	VAR B/W	ACTUAL	BUDGET	VAR B/W	ACT LAST YR	VAR B/W
Operating:										
Security/Traffic Control	0	0	0	0	0	0	0	0	0	0
Utilities	9,794	9,331	(463)	9,586	(207)	49,367	44,879	(4,488)	40,514	(8,853)
Service Agreements	3,948	3,631	(317)	3,410	(538)	20,057	21,786	1,729	19,936	(121)
Professional Services	927	1,439	512	695	(233)	5,608	6,234	626	4,169	(1,439)
Repairs and Maintenance	3,667	3,640	(27)	1,321	(2,346)	16,644	24,840	8,196	13,750	(2,894)
Insurance - Liability	11,663	11,967	304	5,322	(6,140)	69,976	71,802	1,826	33,134	(36,842)
Building & Land Rental	0	0	0	0	0	0	0	0	0	0
Uniforms	977	756	(221)	751	(226)	4,401	4,899	498	3,545	(855)
Tickets and Tags	119	213	94	611	493	1,093	1,278	185	1,866	773
Supplies	5,694	3,485	(2,209)	2,031	(3,663)	16,892	16,810	(82)	10,136	(6,756)
Bank Fees	6,557	4,150	(2,407)	2,558	(3,999)	46,590	24,900	(21,690)	17,584	(29,006)
Contracted Snow Removal	0	35,000	35,000	0	0	0	52,500	52,500	0	0
Administrative Expenses	35,312	35,200	(112)	28,355	(6,957)	194,838	211,200	16,362	182,502	(12,336)
Valet Expense	0	0	0	0	0	0	0	0	0	0
Other Expenses	783	760	(23)	696	(87)	4,950	6,290	1,340	4,424	(526)
Total Operating Expenses	79,441	109,572	30,131	55,537	(23,804)	430,416	487,418	57,002	331,561	(98,855)
Total Expenses	160,756	194,328	33,572	129,772	(20,984)	897,762	994,022	96,260	759,715	(138,048)

NET OPERATING INCOME	247,796	92,229	155,566	144,093	103,702	1,298,537	690,320	608,217	678,749	619,788
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CAPITAL PROJECTS



New Haven Union Station
Conceptual Plan Advancement Activities
January 2023

Brokerage Services

- The draft Proposal Documents for Real Estate Advisor Services has previously been submitted for review before release. Awaiting Operations Committee (OC) approval.

East Lot:

- Zoning Application – In process with City and NHPA for preparation of proposed zoning changes.
- Stakeholder Interviews – The Request for Information (RFI) from interested parties with regard to the potential development of the East and West Lots at New Haven Union Station has been issued as a legal ad published in 4 local newspapers and on the Union Station Partnership website to invite public comments. Please visit the New Haven Union Station Partnership website at www.unionstationnewhaven.com for a summary of recent community stakeholder interviews, a slide presentation, a video presentation, and a variety of relevant background documents.
- The next steps will be the issuance of a formal two-part Request for Proposals process: an initial focus on developer interest followed by invitations for detailed proposals from a selected list of responders. This RFP process is anticipated to be prepared for release in 2023 after zoning is in place.

West Lot:

- The West Lot will be a public development as a multi-modal transportation hub, with above-grade parking of approximately 450 spaces in keeping with SHPO recommendation for maximum height in relation to Station Building (the balance of 150+/- spaces to be accommodated on privately developed East Lot); public restrooms; enhanced pedestrian access to Station; accommodate truck loading and trash removal services for Building; accommodate access to rear of Building and adjacent properties; and some street frontage commercial activity for vibrancy – perhaps Greyhound or Avis, for example.

- Needs traffic study, which is pending approval of Operations Committee. Traffic counts are in progress.
- Needs advancement of conceptual design; professional services proposal in process.

Union Avenue Roadway and Streetscape Improvements:

- Need to advance conceptual design of road diet, bicycle track, shuttle bus pick-up/drop off, taxi staging, mobility-as-a-service/ride-hailing (e.g., Uber, Lyft), streetscape improvements, traffic signal installation and improvements, and exterior wayfinding signage. Approximately \$20 Million cost, which includes work considered public improvements for development.
- Traffic counts are in progress.

Interior Building Wayfinding Signage:

- Consultant presented draft wayfinding signage study report to OC at September 2022 meeting.
- OC needs to select Union Station Partnership branded logo and design concept.
- OC needs to select design scheme from available options in order to finalize interior wayfinding signage study.
- OC needs to authorize design work to progress to bid documents phase.

Enabling Plan – Phase I:

- The New Haven Union Station Partnership Operations Committee (OC) is advancing to the Executive Oversight Panel (EOP) the recommendations for the Phase 1 Enabling Projects, State of Good Repair Projects, Conceptual Design and Related Studies for the Development of the West and South Lots, and Union Station Partnership Website Design.

State of Good Repair (SOGR):

- The three initial SOGR projects for architectural repairs and improvements at Union Station Building, repair and improvements at Union Station Garage, and the Union Station Building ventilation system improvements study, are in progress for the design phase only in the first two projects, and the study phase for the third project.

Convert Front Bay of Parking Garage to Commercial Use and Bicycle Storage:

- Eliminates parking in front bay, street level of Garage.
- Creates commercial space towards street, and bicycle storage area in back row.
- Involves modifications to precast façade panels and brick wall to facilitate access.
- No advancement in progress at this time.