



**UNION STATION
PARTNERSHIP**
NEW HAVEN



OPERATIONS COMMITTEE
50 UNION AVENUE, NEW HAVEN, CONNECTICUT 06519

June 26, 2024

RECOMMENDATION: 062624 (Motion A)

SUBJECT: Ongoing security operational demands at the Union Station Transportation Center Campus warrant revision and updates on existing security guidance documents. Hence, the Parking Authority desires to engage Introba for Security Consultation Services to assist in updating and enhancing the Facility Emergency, Security and Demonstration/Protest plans. The cost is \$25,850.00 which will be funded from the Operating Account.

NARRATIVE:

Moved to enter into an Agreement with Introba for consultation services to update and enhance the Facility Emergency, Security and Protest/Demonstration Plans for the Union Station Transportation Center Campus.

At the June 26, 2024 Operations Committee meeting, members of the OC voted unanimously to approve entering into an Agreement with Introba for consultation services to update and enhance the Facility Emergency, Security and Protest/Demonstration Plans for the Union Station Transportation Center Campus.

OPERATIONS COMMITTEE ENDORSEMENTS:

Laoise King
Deputy Commissioner
Connecticut Department of Transportation

Michael Piscitelli
Economic Development Administrator
City of New Haven

Eric S. Bergeron Assistant Rail Administrator
Connecticut Department of Transportation

Courtney Hendricson
Deputy Economic Development Administrator
City of New Haven



2321 Whitney Avenue, Suite 501
Hamden, Connecticut 06518
www.Introba.com

June 10, 2024

Sammy Parry
COO
New Haven Parking Authority
232 George Street
New Haven, CT 06510

**Re: Union Station
Facility Emergency Plan
Security Consulting Services Proposal v1.1**

Dear Sammy:

Our sincere appreciation for the opportunity to be considered as security consultants for the review and updating of the Union Station Facility Emergency Plan (FEP). Our proposal including scope of work and fees is based upon the information identified through emails as well as our meeting.

Introba (*formerly Ross & Baruzzini | DVS*) shall provide security consultation services to assist in the updating of the FEP document as requested. We recognize there are several stakeholders that have contributed information to the previously issued FEP dated March 4, 2019. We further understand that all information sharing shall be through the NHPA and not directly with the aforementioned stakeholders as listed below.

- New Haven Parking Authority
- Connecticut Department of Transportation
- MTA Police
- Amtrak
- Metro North Railroad
- CTail Hartford Line

SCOPE OF WORK OVERVIEW

The services we are proposing provide for the review of the existing FEP with respect to changes in the criminal and civil concerns as well as any updated policies and procedures that may need to be refreshed. This proposal also provides for the Security Plans as well as suggestion to be included for responses required during protests and/or demonstration, or public unrest.

The tasks identified herein as our "Scope of Security Consultant and Engineer's Services" include:

TASK 1.1

Become familiar with project, client, team, available documentation.

Task 1.2: Develop Summary and Approach for developing a new document.

Task 1.3: Present the summary to the client for review and approval

Task 1.4: Issue draft summary of findings and recommendations for revision of the document with the client.

Task 1.5: Work with our internal team to research and compile data to be used in updating the document. Develop an outline of changes to be reviewed as part of the new document.

Task 1.6: Develop a draft version of the updated document and deliver to client for review.

Task 1.8: Participate in a meeting with the client to review the first draft of the updated document.

Task 1.9: Modify the document based on review input and comments to be applied to the first draft.

Task 1.10: Issue a review second draft (final document) to the client for review.

FEE SCHEDULE Our fixed fees for this project are as noted below:

Project Total: **\$25,850.00**

ADDITIONAL SERVICES

1. Site Visitation

We are providing up to six (6) site visits to Union Station. Additional site visits (other than those currently identified) to be performed at our stipulated hourly fees and transportation charges.

2. Design/Consulting Activities

Additional design and/or consulting activities requested by the Client (other than those identified within this proposal) shall be provided in accordance with the stipulated hourly additional service fees and reimbursable expenses, after suitable written authorization is issued by the Client or their authorized representative.

FIRM RATE STRUCTURE

Our stipulated hourly fees for additional services are per the following staff rate schedule:

Principal:	\$330.00/hour
Senior Consultant	\$270.00/hour
Senior Project Manager	\$245.00/hour
Project Manager/Senior Engineer.....	\$225.00/hour
Project Engineer/Senior Designer:.....	\$185.00/hour
CAD/REVIT Designer	\$125.00/hour
Administrative/Clerical	\$95.00/hour

Escalation of 4.25% per year should be added to these rates beginning January 1, 2025.

EXCLUSIONS

1. Architectural, MEP, structural, geotechnical or code compliant services are not included in this proposal.
2. Design and/or engineering of any systems.
3. Design and/or engineering of two-way radio systems is not included in this proposal.
4. Design and/or engineering relevant to blast, explosive, chemical, biological or radiological (CBR) mitigation is not included in this proposal.
5. Design and/or engineering relevant to forced entry protection is not included in this proposal.
6. Cybersecurity design for the site including existing network and security systems is not included within this proposal.
7. These fees are exclusive of Federal, State, City, or any other taxes.

ASSUMPTIONS

1. Architectural background drawings will be provided to Introba electronically that are AutoCAD or REVIT compatible, in a format to agree with Introba’s Design Department.
2. All architectural backgrounds and security system drawings will be in AutoCAD 2D or REVIT format.
3. Timely review and response to submittals issued for review and approval.
4. Design meetings to be held in New Haven, CT or as virtual meetings.

ATTACHMENTS

1. Attachment A – Service Terms and Conditions

AUTHORIZATION TO PROCEED

Our office would appreciate the return of a signed copy of this proposal or other suitable written authorization as an indication of the acceptance of our scope and financial terms and conditions.

We look forward to your favorable response to this proposal.

Very truly yours,

Approved by:



Philip A. Santore
Managing Principal

Approved and Accepted:

Signature

Name Printed

TERMS AND CONDITIONS

1. **General.** These Terms and Conditions, together with the executed proposal and any attachments thereto, and written modifications made after the date the proposal is executed, constitute the Professional Services Agreement ("Agreement") between the Choose an item. ("Consultant") and the person or entity to whom the proposal is addressed ("Client") to perform the scope of services ("Services") set forth in the proposal for the project identified in the proposal ("Project"). The Agreement is the entire and integrated agreement of the parties for the Project and it may be modified only in writing.
2. **Independent Contractor.** Consultant is an independent contractor and is not an employee, agent or partner of Client. Nothing in this Agreement establishes a fiduciary relationship between Consultant and Client.
3. **Standard of Care.** Consultant shall perform its obligations in accordance with the skill and care ordinarily applied by professionals performing similar services at the same time and in the same locality as the Project and under similar circumstances ("Standard of Care"). Consultant will render the Services without any warranty, express or implied, regarding the quality or timeliness of the Services and Client expressly waives all such warranties.
4. **Time of Performance.** Consultant shall perform the Services according to Client's schedule as expeditiously as is consistent with the Standard of Care. Neither party to this Agreement will be liable to the other party for delays in performance or for direct or indirect costs resulting from delays that result from labor strikes, riots, acts of war or terrorism, acts of governmental authorities, extraordinary weather conditions or other natural catastrophe, or any other cause beyond the reasonable control or contemplation of either party. The time for Consultant's performance shall be extended to the extent of delays that are outside of Consultant's reasonable control.
5. **Compliance with Law.** Consultant shall exercise the Standard of Care to comply with the requirements of all applicable codes, regulations, and current written interpretations thereof published and in effect during this Agreement.
6. **Responsibility at the Project Site.** The Consultant shall not be responsible for (a) construction means, methods, techniques, sequences or procedures, (b) safety precautions and programs in connection with work or activities at the project site, (c) acts or omissions of any contractor, subcontractors or any other persons performing any work or undertaking any activities at the Project site, or (d) the failure of any of them to carry out any work or perform their activities in accordance with their contractual obligations, including, but not limited to, the requirements of any drawings, specifications or other documents prepared by Consultant in the performance of the Services. Consultant shall not be the prime contractor or similar under any occupational health and safety legislation.
7. **Payment.** Consultant will invoice monthly for Services rendered and payment will be due within thirty (30) days of the invoice date ("Due Date") without offset or withholding. All invoices are due and payable in US dollars when rendered. A service charge of 1.5% per month, or the maximum amount allowable by law, may be assessed to balances not paid by the Due Date. In the event Client does not make payment by the Due Date, Consultant may suspend or terminate the Services, without liability to Client for delay, after providing seven (7) days' written notice to Client. Before resuming performance, Client shall pay Consultant paid all sums due prior to the suspension and any expenses unavoidably incurred in suspending and resuming the Services. Following the resumption of performance, time schedules and Consultant's fee for the remaining Services shall be equitably adjusted. Retainers, if any, will be credited on the final invoice. Unless otherwise noted, the fees in this Agreement do not include any value-added, sales, or other taxes that may be applied by the government on fees for services; such taxes will be added to all invoices, as required.
8. **Indemnity.** To the fullest extent allowed by law, the Client shall defend, indemnify, and hold harmless Consultant and all of its employees, officers, and directors from and against any and all claims, damages, losses and expenses (including attorneys' fees) related to, arising out of, or resulting from this Agreement or any Project or construction related thereto; provided that any such claims, damage, loss or expense is caused in whole or in part by the negligent act or omission, and/or strict liability of the Client, anyone directly or indirectly employed by the Client, or anyone for whose acts the Client may be liable. Additionally, the Client agrees to indemnify and hold harmless Consultant from any and all claims and expenses, including attorneys' fees, that arise due to the reuse of the documents and designs produced by consultant under this agreement. Nothing in this provision obligates the Client to indemnify Consultant for claims arising solely from defects contained in designs furnished by Consultant or for claims arising from the sole negligence or willful misconduct of Consultant.
9. **Authorized Use of Deliverables.** Client's modification of any reports, drawings, deliverables, or specifications ("Consultant Documents"), or any use of Consultant Documents on another project, without Consultant's professional involvement or written consent is at Client's sole risk and, to the fullest extent permitted by law, Client shall indemnify and defend Consultant from claims by any third party arising from such use or modification.
10. **Termination.** Either party may terminate this Agreement for the material default of the other party to perform its obligations under this Agreement through no fault of the terminating party, but only after providing seven (7) days' written notice to the defaulting party and an additional ten (10) days to cure the default. In the event of any termination, Client shall pay to Consultant all amounts due for Services performed prior to the date of the termination. Consultant may terminate this Agreement without cause upon thirty (30) days' written notice to Client.
11. **Limitation of Liability.** To the fullest extent permitted by law, the parties agree to limit the total liability, in the aggregate, of Consultant, and Consultant's officers, directors, partners, employees, agents, and subconsultants to Client, and to anyone claiming by, through, or under Client, for any claims, losses, costs, or damages whatsoever, arising out of, resulting from, or in any way

related to the Project or Agreement from any cause or causes, including but not limited to tort, negligence, professional errors and omissions, strict liability, breach of contract, or breach of warranty, to the total compensation received by Consultant or \$50,000 whichever is greater.

12. **Waiver of Consequential Damages.** The Client and Consultant mutually waive consequential, indirect or special damages for claims, disputes or other matters in question arising out of or relating to the Services or the Project, whether in contract or in tort, including but not limited to loss of use, loss of profit, lost opportunity costs, diminution in value, or claims for delay, impact or disruption damages made by Client or any of its contractors or subcontractors, whether or not the possibility of such damages had been disclosed to the other party in advance or could have been reasonably foreseen by such other party. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination.
13. **Existing Conditions.** Client shall furnish to Consultant all applicable information and technical data in Client's possession or control reasonably required for the proper performance of the Services. Consultant shall be permitted to rely upon the accuracy and completeness of information that Client provides regarding the Project. Consultant shall have no responsibility for the discovery, presence, handling, removal, disposal or exposure of persons to hazardous materials of any form and Client shall defend, indemnify, and hold harmless Consultant from and against any and all claims, damages, losses and expenses (including reasonable attorney's fees) arising from the presence, discharge, release or escape of asbestos, hazardous waste, or other conditions, substances, wastes or materials at Client's site, except to the extent caused by the gross negligence of Consultant.
14. **No Personal Liability.** This Agreement does not create and shall not be deemed to create or permit any personal liability or obligation on the part of any owner, shareholder, officer, director, employee, agent or representative of Consultant. Each party agrees that any claim arising under or related to the Project shall be made only against the corporate legal entity of Consultant or Client.
15. **No Third-Party Rights.** Nothing in this Agreement shall be construed to give any person or entity other than Client and Consultant any legal or equitable right, remedy, or claim under this Agreement.
16. **Severability.** If any of these Terms and Conditions are adjudicated in a court of competent jurisdiction and determined to be invalid or unenforceable in whole or in part, the remaining provisions shall remain in full force and effect, and remain binding upon the parties.
17. **Assignment.** Neither Consultant nor the Client shall assign, sublet or transfer any rights under or interest in this Agreement without the written consent of the other. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assigning party from any duty or responsibility under this Agreement.
18. **Survival.** Sections 8 (Indemnity), 11 (Limitation of Liability), and 12 (Waiver of Consequential Damages) of this Agreement shall survive the completion of Consultant's Services on the Project and the termination of the Agreement for any cause.
19. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State, Province, or Territory in which the Project is located.
20. *For projects in New York City:* The New York Department of Buildings ("DOB"), as part of its electronic filing system, requires the Consultant to sign a variety of forms related to the Project's compliance with asbestos, asbestos abatement, energy conservation, and anti-harassment regulations, along with tenant protection plans (collectively the "Unrelated Forms"). Client hereby agrees to release, waive and forever discharge the Consultant from any and all liability, claims, penalties, fines, causes of actions, suits, proceedings, actions, judgments, losses, costs, injuries, expenses and damages of any nature, including reasonable attorneys' fees, ("Claims") that arise or may hereafter arise from the filing or execution of the Unrelated Forms. Client agrees to indemnify, defend, and hold harmless the Consultant from and against any and all Claims that arise or may arise (a) in connection with the filing of the Unrelated Forms, or (b) with respect to any noncompliance with any asbestos, asbestos abatement, energy conservation, or anti-harassment codes set forth in the Unrelated Forms.