



PROPOSAL DOCUMENTS

Professional Engineering Services

Condition Surveys and On-Call Needs

New Haven Parking Authority Facilities

New Haven, Connecticut

NHPA Project #23-070

June 2023

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INVITATION FOR PROPOSALS

PROFESSIONAL ENGINEERING SERVICES CONDITION SURVEYS AND ON-CALL NEEDS NEW HAVEN PARKING AUTHORITY FACILITIES NEW HAVEN, CONNECTICUT NHPA PROJECT #23-070

The New Haven Parking Authority, also doing business as Park New Haven, is requesting proposals for professional engineering services for annual condition surveys and on-call needs from qualified consulting firms specializing in the rehabilitation of parking garage structures. If interested, your Proposal must be received by James Staniewicz, P.E., Chief Engineer, New Haven Parking Authority, via email (jstaniewicz@nhparking.com) by 3:00 p.m. EDT on July 6, 2023, with a copy to Clifford A. Merin, Esq. of Cohen and Wolf, P.C., as Deputy General Counsel to NHPA, via email (cmerin@cohenandwolf.com). Proposals received after the deadline for submission will not be considered.

Proposal Documents will be available beginning June 14, 2023 at no cost by downloading from the New Haven Parking Authority/Park New Haven website at <https://parknewhaven.com/request-for-bids/> or visit the Main Office at 232 George Street, New Haven, CT to obtain a copy.

The New Haven Parking Authority reserves the right to reject any or all proposals, to waive any informalities in the proposals and to further negotiate with proposers.

The New Haven Parking Authority is an Equal Opportunity/Affirmative Action Employer.

NEW HAVEN PARKING AUTHORITY

Douglas Hausladen
Executive Director

INSTRUCTIONS TO PROPOSERS

PROFESSIONAL ENGINEERING SERVICES CONDITION SURVEYS AND ON-CALL NEEDS NEW HAVEN PARKING AUTHORITY FACILITIES NEW HAVEN, CONNECTICUT NHPA PROJECT #23-070

The New Haven Parking Authority (NHPA), also doing business as Park New Haven, is requesting proposals from qualified engineering consulting firms specializing in the rehabilitation of parking garage structures to serve as NHPA's consultant on a multiple-year retainer status (tentatively five (5) years subject to termination at NHPA's sole discretion) to prepare annual condition surveys of its parking structures and the Union Station Campus facilities, perform design and construction contract administration/inspection services for major capital projects and perform miscellaneous engineering services on an as-needed / "on-call" basis.

NHPA reserves the right to contract with other entities for similar services; the retainer status is not necessarily an exclusive one.

Background information on NHPA's structured facilities is contained in the Appendix.

1. USE OF SEPARATE PROPOSAL FORMS

These Proposal Documents include a complete set of proposal forms which are for the convenience of proposers and are not to be detached from the Proposal Documents, filled out, or executed. Separate copies of the Proposal Forms are furnished for that purpose.

2. INTERPRETATIONS AND ADDENDA

No oral interpretation will be made to any Proposer as to the meaning of the Proposal Documents or any part thereof. Every request for such an interpretation shall be made in writing to the Chief Engineer, New Haven Parking Authority, via e-mail jstaniewicz@nhparking.com with a copy to cmerin@cohenandwolf.com. In order to be given consideration, any inquiry must be by Noon EDT on June 28, 2023. Every interpretation made to a Proposer will be in the form of an Addendum to the Proposal Documents and, when issued, will be available at least 24 hours before Proposals are opened. It shall be the Proposer's responsibility to make inquiry as to, and to obtain, the Addenda issued, if any. All such Addenda shall become part of the Proposal Documents and each Proposer shall be bound by such Addenda. The Addenda shall be made available the New Haven Parking Authority/Park New Haven website at <https://parknewhaven.com/request-for-bids/> or visit the Main Office at 232 George Street, New Haven, CT to obtain a copy.

3. **INSPECTION OF FACILITIES**

Each Proposer shall visit the Facilities and become fully acquainted with the existing conditions and the difficulties and restrictions attending the performance of the Proposal Documents. The Proposer shall thoroughly examine and familiarize himself with the Proposal Documents. The successful Proposer, by the execution of the Professional Service Agreement(s), shall in no way be relieved of any obligation to visit the Facilities and acquaint himself with the existing conditions, and the New Haven Parking Authority will reject any claim based on facts regarding which the Proposer should have been on notice.

All personnel visiting the facilities shall announce their presence to the NHPA Manager on-duty or the Security Officer on-duty at each facility. It is advisable to send the Chief Engineer an email in advance at jstaniewicz@nhparking.com with the anticipated dates and times of the visit.

Special instructions for Union Station Campus Facilities (Union Station Building, Union Station Garage and State Street Station): All personnel visiting the site at the Union Station Campus Facilities shall obtain and wear an I.D. badge issued by NHPA. The I.D. badge may be obtained in person from Kenny Washington, Facility Manager, Union Station Garage Manager's Office, 40 Union Avenue, New Haven, CT. between the hours of 8:30 AM to 3:30 PM, Mondays through Fridays. It is advisable to call him ahead of time at 203-676-0828 to make an appointment for the I.D. badges. NOTE: The train platforms and track areas are under the jurisdiction of MTA/Metro-North and are not included in the scope of work. **No personnel are allowed on the train platforms or track areas.**

Special instructions for Air Rights Parking Garage: All personnel visiting the site at Air Rights Parking Garage shall sign in with Dennis Baker, Facility Manager, Garage Manager's Office, 2nd Floor, 60 York Street, New Haven, CT. between the hours of 8:30 AM to 3:30 PM, Mondays through Fridays. It is advisable to call him ahead of time at 203-410-7480 to make an appointment for the visit.

4. **PROPOSALS**

A. Each Proposal must be submitted on the prescribed, separately bound Proposal Forms. All blank spaces must be filled in as appropriate. No changes shall be made in the forms or in the items mentioned therein. Erasures and other changes in the Proposal must be explained or noted over the signature of the Proposer.

B. The Proposer shall sign the Proposal in the blank space provided for this purpose. If the Proposal is made by a partnership or corporate entity (i.e. a corporation or limited liability company), the name and address of the entity shall be indicated, together with the names and addresses of the partners or officers. If the Proposal is made by a partnership, it must be acknowledged by one of the partners; if made by a corporate entity, by one of the officers.

C. Proposers shall furnish with their proposal the following:

1. Proposal Form;
2. Non-Collusion Affidavit of Proposer;
3. Statement of Proposer's Qualifications;
4. Statement Concerning Annual Condition Surveys;
5. Statement Concerning Air Rights Garage Special Condition Survey and Renewal and Replacement Fund;
6. Statement Concerning Design and Construction Contract Administration/Inspection Services;
7. Equal Employment Opportunity Agreement;
8. Current Work Force Certificate;
9. Minority Business Enterprise Utilization Certificate.

The information required under (1) to (9), inclusive, shall be furnished on the Separately bound forms included, and shall be subject to all requirements of the Proposal Documents.

D. All Proposals must be emailed as described in the Invitation for Proposals and state in the subject line **"Sealed Proposal for Professional Engineering Services, NHPA Project #23-070"** so as to guard against opening prior to the time set therefore, and no blame shall be attached to any agent or employee of NHPA for the opening of any Proposal not so marked. The proposals shall be emailed prior the due date and time specified in the Invitation for Proposals.

E. NHPA may, at its option, waive any informality or accept or reject or negotiate any and all Proposals. Any Proposal received after the time, date and place specified shall not be considered; provided, however, NHPA, in its sole discretion, reserves the right to delay the opening of the Proposals.

5. STATEMENT OF PROPOSER'S QUALIFICATIONS

Each Proposer shall submit on the form furnished for that purpose (a copy of which is included in the Proposal Documents), and using additional sheets as required, a Statement of the Proposer's Qualifications and, when specifically requested by NHPA, also shall submit a detailed financial statement. NHPA shall have the right to take such steps as it deems necessary to determine the ability of the Proposer to perform his obligations under the Professional Service Agreement(s) and the Proposer shall furnish NHPA with all such information and data for this purpose as it may request. NHPA reserves the right to reject any Proposal where any investigation of the available evidence or information does not satisfy NHPA that the Proposer is qualified to properly carry out the terms of the Proposal. As a minimum, the Proposer must have at least ten (10) years' experience in the rehabilitation of parking structures.

6. **STATEMENT OF ITEMS TO BE DISCUSSED BY THE PROPOSER**

Each proposer shall submit on the form furnished for that purpose (a copy of which is included in the Proposal Documents), and using additional sheets as required, a statement of various items to be discussed by the proposer regarding the professional engineering services:

- A. Statement Concerning Annual Condition Surveys.
- B. Statement Concerning Air Rights Garage Special Condition Survey and Renewal and Replacement Fund.
- C. Statement Concerning Design and Construction Contract Administration/Inspection Services.

7. **EQUAL EMPLOYMENT OPPORTUNITY**

Attention of Proposers is particularly called to the requirements for ensuring that employees and applicants for employment are not discriminated against because of their sex, sexual orientation, race, creed, color, national origin or physical handicap, or otherwise as prescribed by law.

8. **UTILIZATION OF MINORITY BUSINESS ENTERPRISES**

The successful Proposer will encourage and facilitate the utilization of minority business enterprises in the performance of any subcontracts or outside services such as testing, printing, graphics, drafting, photography, etc. An MBE utilization form is enclosed. Information on minority business enterprise resources may be available from the Connecticut State Department of Administrative Services, the City of New Haven Commission on Equal Opportunities, and the City of New Haven Office of Small Contractor Development. Named MBE firms may only be substituted for "good cause".

9. **TAXES**

Proposals should not include federal excise or state sales and use taxes, as NHPA is exempt from payment of such taxes. NHPA is also exempt from transportation taxes when goods are consigned to NHPA. NHPA will furnish tax exemption certificates upon satisfactory proof of delivery to NHPA. Shipments should be consigned to NHPA in care of the successful proposer.

10. **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 Consultant shall comply with certain applicable provisions per enclosed Exhibit A, regarding work affecting Union Station Transportation Center.

11. **PART II - TERMS AND CONDITIONS FOR PROFESSIONAL SERVICE CONTRACTS**

The selected Consultant shall comply with the enclosed Part II - Terms and Conditions for Professional Service Contracts.

12. **INSURANCE REQUIREMENTS**

The selected Consultant shall comply with the enclosed Insurance Requirements.

13. **COLLUSIVE AGREEMENTS PROHIBITED**

Each Proposer submitting a Proposal to NHPA shall execute, and attach thereto, an affidavit in the form herein provided, to the effect that the Proposer has not colluded with any person, entity, firm or any other outside party in regard to any Proposal submitted.

14. **TIME FOR RECEIVING PROPOSALS**

Proposals received prior to the advertised hour of opening will be securely kept, sealed. The officer, employee, or agent whose duty it is to open them will decide when the specified time has arrived, and no Proposal received thereafter will be considered.

15. **OPENING OF PROPOSALS**

After the time and place fixed for the opening of Proposals, NHPA will cause to be opened and record the name of every Proposer whose Proposal was received within the time set for receiving Proposals, irrespective of any irregularities therein. Proposers and other persons properly interested may request a list of the names of the Proposers whose Proposals were received within the specified time.

16. **WITHDRAWAL OF PROPOSALS PRIOR TO OPENING**

Proposals may be withdrawn on written or e-mailed request dispatched by the Proposer and received by NHPA in time for the Proposal opening. Request for withdrawal made via e-mail shall be sent to jstaniewicz@nhparking.com, with a copy to cmerin@cohenandwolf.com.

17. **SELECTION OF SUCCESSFUL PROPOSER: REJECTION OF PROPOSALS**

- A. NHPA will select the successful Proposer(s), if at all, as soon as practicable after the date of the Proposal opening. The successful Proposer will be the one or ones who is/are deemed to have the responsive Proposal which is in the best interest of NHPA based on price, qualifications, and other factors it deems in its best interest at its sole discretion. NHPA reserves the right to award separate contracts to

separate proposers. NHPA also reserves the right to award a contract to proposed subconsultants when in NHPA's best interest at its sole discretion. The Proposer(s) to whom the selection is made will be notified at the earliest possible date. NHPA, however, reserves the right to reject or further negotiate any and all Proposals or to waive any informality in submitted Proposal Documents whenever such rejection or waiver or negotiation is in NHPA's interest.

- B. During the selection process, NHPA may invite Proposers to make a presentation to staff, the Board of Commissioners and/or other interested parties on its Proposal.
- C. The Proposer agrees that the Proposer will not award a contract or subcontract for any work to any contractor or subcontractor who is, at the time of award, ineligible for such contract under the provisions of any applicable regulations issued by the Secretary of Labor, United States Department of Labor, or is not qualified under applicable State and local laws or regulations.

18. **EXECUTION OF PROFESSIONAL SERVICE AGREEMENT(S)**

Subsequent to the award and within fifteen (15) days after the Professional Service Agreement is presented for signature, or such other time as may be reasonably agreed to by NHPA, the successful Proposer shall execute and deliver to NHPA the Professional Service Agreement in such number of originals as NHPA shall require.

PROPOSAL FORMS

Professional Engineering Services

Condition Surveys and On-Call Needs

New Haven Parking Authority Facilities

New Haven, Connecticut

NHPA Project #23-070

PROPOSAL FORM

**PROFESSIONAL ENGINEERING SERVICES
CONDITION SURVEYS AND ON-CALL NEEDS
NEW HAVEN PARKING AUTHORITY FACILITIES
NEW HAVEN, CONNECTICUT
NHPA PROJECT #23-070**

_____, 2023
Date

New Haven Parking Authority
One Temple Street
Temple Street Parking Garage Office
New Haven, Connecticut 06510
Attn.: Chief Engineer

The undersigned, having inspected the New Haven Parking Authority's Facilities and having become personally familiar with the local conditions affecting the proposed professional engineering services and having examined the Proposal Documents dated June 2023 on file with the New Haven Parking Authority which are incorporated herein by reference, hereby proposes the attached all-inclusive fees for Annual Condition Surveys and Standard Hourly Rates for Various Employee Classifications.

The undersigned also has submitted with this Proposal Form the following: 1) Non-collusion Affidavit of Proposer; 2) Statement of Proposer's Qualifications; 3) Statement Concerning Annual Condition Surveys; 4) Statement Concerning Air Rights Garage Special Condition Survey and Renewal and Replacement Fund; 5) Statement Concerning Design and Construction Contract Administration/Inspection Services; 6) Equal Employment Opportunity Agreement; 7) Current Work Force Certificate; 8) Minority Business Enterprise Utilization Certificate; all of which are incorporated herein by reference.

The information in this Proposal is correct to the best information, knowledge and belief of the undersigned. It is submitted without collusion with any person, individual or corporation.

Proposer's Company Name

Signature

Printed Name of Signature

Title

Address

Telephone Number & E-mail Address

Proposer's Name

WITNESS:

State of _____, County of _____

On this _____ day of _____, 20____ before me personally came
_____, to me known who did depose
and say that he/she is _____, of
_____, the
Corporation/Partner/Individual described in and which executed the foregoing instrument, and that
such instrument is duly submitted on behalf of
_____.

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

(Notary Public)

My Commission Expires: _____

Proposer's Name

<u>PROPOSED ALL-INCLUSIVE FEES FOR CONDITION SURVEYS (excluding Union Station Campus):</u>						
<u>FACILITY</u>	<u>YEAR 1</u> <u>(FY 23/24)</u>	<u>YEAR 2</u> <u>(FY 24/25)</u>	<u>YEAR 3</u> <u>(FY 25/26)</u>	<u>YEAR 4</u> <u>(FY 26/27)</u>	<u>YEAR 5</u> <u>(FY 27/28)</u>	<u>TOTAL FOR 5 YEARS</u>
Temple Street Garage	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Temple Street Garage Special Observations of the Exterior Façade	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Crown Street Garage	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Temple Medical Garage	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
270 State Street Garage	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Granite Square Garage (Triennial study)	\$ <u>N.A.</u> _____	\$ _____	\$ <u>N.A.</u> _____	\$ <u>N.A.</u> _____	\$ _____	\$ _____
Air Rights Garage w/R&R Fund (Triennial study)	\$ <u>N.A.</u> _____	\$ _____	\$ <u>N.A.</u> _____	\$ <u>N.A.</u> _____	\$ _____	\$ _____
Air Rights Garage w/o R&R Fund (Intermediate Year)	\$ _____	\$ <u>N.A.</u> _____	\$ _____	\$ _____	\$ <u>N.A.</u> _____	\$ _____
Under Air Rights Garage Surface Lot	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
TOTAL	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

N.A. = Not Applicable

Proposer's Name

PROPOSED ALL-INCLUSIVE FEES FOR CONDITION SURVEYS (Union Station Campus only):

<u>FACILITY</u>	<u>YEAR 1</u> <u>(FY 23/24)</u>	<u>YEAR 2</u> <u>(FY 24/25)</u>	<u>YEAR 3</u> <u>(FY 25/26)</u>	<u>YEAR 4</u> <u>(FY 26/27)</u>	<u>YEAR 5</u> <u>(FY 27/28)</u>	<u>TOTAL FOR 5 YEARS</u>
Union Station Garage	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Union Station Building	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
State Street Station	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
TOTAL	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

Note: The Union Station Campus facilities, consisting of the Union Station Garage, Union Station Building and State Street Station, are presently covered under a Management Agreement with the City of New Haven, for which the New Haven Parking Authority ("NHPA") has responsibilities as the Station Manager and Parking 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"). NHPA's Management Agreement with the City expires on June 30, 2027. The professional services agreement with the selected consultant may be assigned to another party designated by the State of Connecticut Department of Transportation and the City of New Haven in the event NHPA is no longer the Station Manager or Parking Manager upon expiration of the term of the Management Agreement, or otherwise the services provided to NHPA for the Union Station Campus will be terminated.

Proposer's Name

STANDARD HOURLY RATES FOR VARIOUS EMPLOYEE CLASSIFICATIONS

<u>EMPLOYEE CLASSIFICATION*</u>	<u>ALTERNATE TITLE</u>	<u>HOURLY RATE</u>
Principal	_____	\$ _____
Project Manager	_____	\$ _____
Senior Engineer	_____	\$ _____
Office Engineer	_____	\$ _____
Field Engineer	_____	\$ _____
Field Inspector	_____	\$ _____
Technician	_____	\$ _____
Draftsperson/CAD	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____

*Enclose a brief statement of job description for each employee classification.

Attach additional sheets as needed.

NON-COLLUSION AFFIDAVIT OF PROPOSER

State of _____

ss.

County of _____

_____, being first duly sworn, deposes and says that:

1. I am (individual, owner, member, partner, officer, director, representative, or agent) of _____ the Proposer that has submitted the attached Proposal;
2. I am fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
3. Such Proposal is genuine and is not a collusive or sham Proposal;
4. Neither the said Proposer nor any of its members, officers, partners, directors, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Proposer, firm or person to submit a collusive or sham Proposal in connection with the contract for which the attached Proposal has been submitted or to refrain from proposing in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal prices or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the New Haven Parking Authority by any person interested in the Proposal;
5. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its members, officers, partners, directors, owners, agents, representatives, employees, or parties in interest, including the affiant.
6. No officer or employee or person whose salary is payable in whole or in part from the New Haven Parking Authority is directly or indirectly interested in this Proposal, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof.

(Signed) _____

Title

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

Title

My Commission expires _____.

STATEMENT OF PROPOSER'S QUALIFICATIONS

**PROFESSIONAL ENGINEERING SERVICES
CONDITION SURVEYS AND ON-CALL NEEDS
NEW HAVEN PARKING AUTHORITY FACILITIES
NEW HAVEN, CONNECTICUT
NHPA PROJECT #23-070**

Proposer's Name

NOTE: (To be submitted by the Proposer with his Proposal)

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Proposer may submit any additional information desired.

1. Name of Proposer and form of business organization.
2. Permanent main office address and telephone number/fax number.
3. When organized.
4. Where organized.
5. General character of work performed by you.

Proposer's Name: _____

6. How many years have you been engaged in business under your present firm or trade name?
7. How many years have you been engaged in providing engineering services for the rehabilitation of parking structures?
8. Contracts on hand. (Schedule these, showing gross amount of each contract and the appropriate anticipated dates of completion.)
9. NHPA's concrete parking structures include a variety of structural systems such as cast-in-place conventionally reinforced, cast-in-place post-tensioned, and precast/prestressed single and double tees. Therefore, it is necessary that the successful Proposer have experience in the repair of all of the above structural systems. Provide your qualifications and experience in providing engineering services for the rehabilitation of parking structures, including active, operating parking facilities as well as in parking facilities that have active commercial space. Include a list of all the rehabilitated parking garages that the Proposer has been involved with for the last 5 years including a description of the project, type of structural system, the responsibilities and scope of services, cost, and name, address and current phone number of the owner's representative contact person for each project.

Proposer's Name:_____

10. Discuss your experience with managing construction projects in active, busy train stations/transportation centers and experience with Connecticut Department of Transportation, MTA/Metro North Railroad, Amtrak and Transit America Services, Inc. / Alternate Concepts, JV.

11. Discuss your experience with managing construction projects in designated historic buildings.

12. Provide the percentage and annual dollar volume of your work related to engineering services for the rehabilitation of parking garages.

13. Although the primary engineering discipline required of the successful Proposer for the Parking Garages is structural, the successful Proposer must also handle other disciplines such as architectural, civil, mechanical, electrical, plumbing, elevators, graphics/signage, etc. The Union Station Building, on the other hand, is predominantly mechanical, electrical, plumbing and architectural. Describe how the Proposer proposes to provide expertise in the variety of disciplines to be encountered. Note if this expertise is to be provided by in-house personnel or by subconsultants.

Proposer's Name: _____

14. If subconsultants are proposed, provide a brief description of their experience and qualifications and proposed scope of services.
15. Identify the key personnel who will have primary responsibility for the performance of the required services in the various fields of expertise involved. Provide resumes noting professional and academic qualifications and experience.
16. Discuss your experience with outreach to minority and women-owned business enterprises and affirmative action programs
17. Discuss your experience with Value Engineering and creative solutions. Give several illustrative examples.
18. Describe the Proposer's experience with construction claims avoidance and resolution.
19. Provide the name, address, current phone number and email address and/or letters of reference of at least 3 references, preferably related to your work in rehabilitation of parking structures.

Proposer's Name:_____

20. Describe your ability to provide the required insurance for this project.
21. Provide the name, address and current telephone number of at least one bank reference (include the name of bank contact person).
22. Submit evidence of financial capability to provide professional engineering services.
23. Will you, upon request, provide a detailed financial statement, preferably audited, and furnish any other information that may be required by the New Haven Parking Authority to evaluate financial capability?
24. Have you ever defaulted on a contract or breached a contract obligation? If so, state the nature and status of the contract and explain.
25. Have you ever failed to complete any work awarded to you? If so, where and why?

Proposer's Name: _____

26. Have you ever been disqualified, ineligible, suspended or otherwise barred by any applicable federal, state or municipal government? If so, explain and provide details.
27. Have you or any entity which has or had common ownership ever filed for bankruptcy, receivership or reorganization within the last ten years? If so, explain and provide details.
28. The Proposer may also include supplemental information of the Proposer's choice such as brochures, etc. This supplemental information is in addition to the specific items above and must be included as appendices.

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the New Haven Parking Authority in verification of the recitals comprising this Statement of Proposer's Qualifications.

Dated at _____ this _____ day of _____, 20____.

(Name of Proposer)

By: _____

Title: _____

WITNESS:

State of _____, County of _____

On this _____ day of _____, 20____ before me personally came _____, to me known who did depose and say that he/she is _____, of _____, the Corporation/Partner/Individual described in and which executed the foregoing instrument, and that such instrument is duly submitted on behalf of _____.

Notary Public

STATEMENT CONCERNING ANNUAL CONDITION SURVEYS

Proposer's Name

The successful Proposer shall perform detailed, on-site inspections, observations and testing of the Project Facilities. The Project Facilities are: Air Rights Garage [Note: a Special Condition Survey will be conducted every three (3) years starting FY 2024/2025], Under Air Rights Garage Surface Parking Lot, Temple Street Garage, Crown Street Garage, Temple Medical Garage, 270 State Street Garage, Granite Square Garage [every three years starting FY 2024/2025], and the Union Station Campus Facilities (Union Station Building (including the adjacent surface parking lot – the West Lot, as well as the surrounding grounds and underground passageway but excluding the train platforms and tracks)), Union Station Garage (including the adjacent surface parking lot – the East Lot and the surrounding grounds), State Street Station (including the surrounding grounds but excluding rail platforms, canopies and exterior portions of stairwells, pedestrian bridge or other exterior features requiring access from or otherwise impact the protected railway right-of-way (e.g., track areas and platforms)). Condition Survey Reports, including applicable drawings and photos, of findings for each Project Facility shall be prepared. In addition to describing physical conditions, the report shall also include, but not be limited to, cost estimates, establishment of priorities for the various repairs, and recommended capital reserves/future repair and maintenance. Since repairs can be undertaken only to the extent that funds are available for such repairs, it is necessary that all repairs identified be carefully prioritized. Moreover, certain facilities have their own funding sources while others share common sources of funds. Hence, in addition to prioritizing repairs in each individual facility, the following additional “grouped” prioritizations must also be made: a) Union Station Building, Union Station Garage, State Street Station and their surrounding grounds and surface parking lots, known collectively as the “Union Station Campus”; b) Air Rights Garage; and, c) Under Air Rights Garage Surface Parking Lot, Temple Street Garage, Crown Street Garage, Temple Medical Garage, 270 State Street Garage, and Granite Square Garage, known collectively as the “Unrestricted-Fund Facilities.” The draft reports shall be reviewed with Authority staff. One loose-leaf reproducible and electronic PDF of all reports and drawings are required. The final reports will be presented by the successful Proposer at a meeting of the New Haven Parking Authority Board of Commissioners, Union Station Campus Committees, and other interested parties as may be needed.

At the Temple Street Garage, special observations of the exterior facade shall be performed on an annual basis. Any potential spalls or areas observed to be needing urgent attention shall be noted. Coordination with a construction contractor may be necessary to address the situation.

Proposer's Name

The successful Proposer shall include all costs to provide Condition Surveys in a specific format or formats provided by NHPA after award of contract. NHPA reserves the right to change this format.

The Proposer shall include in his Proposal (use separate attached sheets as necessary) the following information, as a minimum, regarding the Annual Condition Surveys:

1. Describe in detail what will be included in the Condition Surveys and the Proposer's approach to accomplishing this work.
2. Describe in detail what observations will be made for the Condition Surveys, how the inspections will be made, and what tests will be conducted and their purpose.
3. In addition to the description for the regular Condition Surveys, describe in detail what additional observations, if any, will be made for the Temple Street Garage Special Observations of the Exterior Facade, how the inspections will be made, when the inspections will be made, and potential coordination with a construction contractor to implement any urgent attention. A timely memorandum of findings shall be provided.

Proposer's Name

4. Discuss other items proposed to be included in the report such as recommendations, cost estimates, priorities, etc.

4. Describe how the Proposer intends to develop a database of drawings and other applicable information.

5. Identify the organizational structure under which the Condition Surveys will be conducted and identify key personnel.

Proposer's Name

6. Discuss the proposed time schedule for completing the Condition Survey Reports. Time is of the essence and all preliminary cost estimates, except for the Under Air Rights Garage surface parking lot, shall be completed by a deadline of December 31, of each year and revised cost estimates and final draft reports by a deadline of January 31, of each year, in order that the Condition Survey Reports can be used in preparation for NHPA's annual Capital Budget, including relevant submissions to the Union Station Operations Committee. The draft report for Under Air Rights Garage surface parking lot shall be completed by December 15, deadline of each year so that it may be delivered to the NHPA/YNHH Common Elements Committee on or before the deadline of January 1, of each year. Final reports will be presented to the Board and relevant parties in spring of each year in conjunction with the Budget presentations.

7. Discuss the fees for the Annual Condition Surveys (including start-up costs for developing the database) both for the initial year and subsequent four years. Include detailed back-up calculations of the proposed fee including tasks, employee position, estimated personnel hours, and associated fee rates.

**STATEMENT CONCERNING AIR RIGHTS GARAGE SPECIAL CONDITION
SURVEY AND RENEWAL AND REPLACEMENT FUND**

Proposer's Name

Pursuant to the operating agreement for this facility, a special condition survey report is required at least every three (3) years. [Regular Condition Surveys will be conducted in the intermediate years.] The first special condition survey report is due for the Fiscal Year 2024/2025. This report shall include a detailed assessment to update the "Renewal and Replacement Fund" (the "R & R" Fund). The intent of the R & R Fund is that there are sufficient cash reserves to maintain and preserve the Air Rights Garage in a sound and economical manner. The report also shall include (a) the Consulting Engineer's findings as to whether the Parking Facility has been maintained in good repair, working order and condition, whether it has been operated efficiently and economically and whether the fees and charges then in effect for the use of and for the services and facilities furnished by the Parking Facility are sufficient, and (b) his recommendation as to (i) the proper maintenance, repair and operation of the Parking Facility during the ensuing three-year period and an estimate of the amount of money necessary for such purposes, including reserves therefor, and (ii) the insurance to be carried under the provisions of the garage operating agreement. One loose leaf copy and electronic PDF are required.

The Proposer shall include in his Proposal the following information, as a minimum, regarding the Air Rights Garage Special Condition Survey and Renewal and Replacement Fund:

1. Describe in detail what will be included in the Air Rights Garage Special Condition Survey and Renewal and Replacement Fund, and the Proposer's approach to accomplishing this work.

Proposer's Name

2. In addition to the description for the regular Condition Surveys, describe what, if any, additional inspections, observations, testing, etc. will be conducted.
3. Describe how the Proposer intends to determine the timing and the amount(s) of monies to be deposited into the Renewal and Replacement Fund.
4. Discuss the proposed time schedule for completing the Air Rights Garage report.
5. Discuss the fees for the Air Rights Garage Special Condition Survey and Renewal and Replacement Fund for the Fiscal Year 2024/2025 and Fiscal Year 2027/2028. Include detailed back-up calculations of the proposed fee including tasks, employee position, estimated personnel hours, and associated fee rates.

**STATEMENT CONCERNING DESIGN AND CONSTRUCTION CONTRACT
ADMINISTRATION/INSPECTION SERVICES**

Proposer's Name

NHPA intends to engage the successful Proposer in a multiple-year retainer status (tentatively five (5) years subject to termination at NHPA's sole discretion) to provide design and construction contract administration/inspection services for capital projects. For each capital project that NHPA requires the professional services of the successful Proposer, an individual professional service agreement will be negotiated. NHPA reserves the right to contract with other entities for similar services; the retainer status of the successful Proposer is not necessarily an exclusive one.

The Proposer shall include in his Proposal the following information, as a minimum, regarding the Design and Construction Contract Administration/Inspection Services:

1. Describe in detail the Proposer's approach to accomplishing the work.

5. Discuss how time schedules will be established.

Proposer's Name

6. Discuss in detail how the fees for the various phases of the work will be negotiated. Past preference has been fixed fees for design, document preparation and bidding; fixed fee for construction contract administration payable in proportion to construction contract completion; hourly fee basis for resident engineering/field inspection with a not-to-exceed limit or a fixed fee for specific hours based on construction duration; testing/exploration at cost-plus with not-to-exceed limit; record drawings as part of construction contract administration or fixed fee; travel expenses at cost with a not-to-exceed limit; operational and additional services on an hourly basis with a not-to-exceed limit; operations and maintenance manuals at fixed fee. Other approaches are welcome to be discussed. Detailed back-up calculations of the proposed fee including tasks, employee position, estimated personnel hours, and associated fee rates will be required for the negotiations.

7. For a hypothetical one million dollar construction cost project of six months duration discuss how the professional service fees will be negotiated. Compare and contrast this with a smaller project of \$300,000 and a larger project of \$3,000,000. A graph plotting professional service fees versus construction cost would be helpful for illustrative purposes.

EQUAL EMPLOYMENT OPPORTUNITY AGREEMENT

During the performance of this contract, the Contractor agrees:

- (a) To comply with all provisions of Executive Order 11246, Executive Order 11375, and Executive Order 12138, the Connecticut Fair Employment Practices Act, and the City of New Haven Contract Compliance Ordinance Chapter 12 ½, as all are amended from time to time, including all standards and regulations which are promulgated by the government authorities who established such acts and requirements, and all standards and regulations are incorporated herein by reference;
- (b) Not to discriminate against any employee or applicant for employment because of race, color, religion, age, sex, gender identity or expression, sexual orientation, physical disability or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to race, color, religion, sex, gender identity or expression, sexual orientation, age, national origin, or physical disability. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff, or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship;
- (c) To post notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause in conspicuous places available to employees and applicants for employment;
- (d) To state, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, gender identity or expression, sexual orientation, age, national origin, or physical disability.
- (e) To send to each union or representative of workers with whom he/she has a collective bargaining agreement, or other contract or understanding, a notice advising the labor union or worker's representative of the Contractor's commitments under the equal opportunity clause of the City of New Haven, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor shall register all workers in the skilled trades, who are below the journeyman level, with the Connecticut Department of Labor, Office of Apprenticeship Training;
- (f) To utilize labor department and city sponsored manpower programs as a source of recruitment, and to notify the contract compliance unit and such programs of all job vacancies;
- (g) To take affirmative action to negotiate with qualified minority and women contractors for any work which may be proposed for subletting or for any additional services, supplied, or work which may be required as a result of this contract;
- (h) To cooperate with city departments in implementing required contract obligations for increasing the utilization of minority and women business enterprises;
- (i) To furnish all information and reports required by the City of New Haven contract compliance director pursuant to section 12 1/2-19 through section 12 1/2-32 of the City Ordinance and to permit access to its books, records and accounts by the contracting agency, the contract compliance officer, and the secretary of labor for purposes of investigation to ascertain compliance with the program;
- (j) To take such action, with respect to any subcontractor, as the city may direct as a means of enforcing the provisions of subparagraphs (a) through (m) herein, including penalties and sanctions for noncompliance, provided however that, in the event the Contractor becomes involved in or is threatened with litigation as a result of such direction by the city, the city will intervene in such litigation to the extent necessary to protect the interest of the city and to effectuate the city's equal employment opportunity program. In the case of contracts funded directly or indirectly, in whole or in part, under one (1) or more federal assistance programs, the Contractor or the city may ask the United States to enter into such litigation to protect the interest of the United States;
- (k) To file, along with its subcontractors, if any, compliance reports with the city and NHPA in the form and to the extent prescribed in the contract by the contract compliance director of the city. Compliance reports filed at such times as directed shall contain information as to the employment practices, policies, programs and statistics of the Contractor and its subcontractors, if any;
- (l) To include the provisions of subparagraphs (a) through (m) of this equal opportunity clause in every subcontract or purchase order so that said provisions will be binding upon each such subcontractor or vendor;
- (m) That a finding, as hereinafter provided of a refusal by the Contractor, or subcontractor, to comply with any portion of this program as herein stated and described, may subject the offending party to any or all of the penalties;
 - (1) Withholding of all future payments under the involved public contract to the Contractor in violation until it is determined that the Contractor, or subcontractor is in compliance with the provisions of the contract;
 - (2) Refusal of all future bids for any public contract with the city, or any of its departments or divisions, and NHPA until such time as the Contractor, or subcontractor, is in compliance with the provisions of the contract;
 - (3) Cancellation of the public contract;
 - (4) Recovery of specified monetary penalties;
 - (5) In case of substantial or material violation, or the threat of substantial or material violation, or the threat of substantial or material violation, of the compliance procedure or as may be provided for by contract, appropriate equitable or legal proceedings may be brought to enforce these provisions against contractors; subcontractors, or other organizations, individuals or groups who directly or indirectly are not in compliance with the policy as herein outlined.

IN WITNESS WHEREOF on the _____ day of _____, 20____,

the Contractor has caused this Agreement to be duly executed as of the day and year first above written.

WITNESS

_____	_____
	Contractor name
_____	_____
	Signature
_____	_____
	Date

CURRENT WORK FORCE CERTIFICATE

Equal Opportunities

BIDDER: _____

ADDRESS: _____ CITY/STATE: _____ ZIP CODE: _____

JOB CATEGORIES	RACIAL GROUP										TOTAL
	MALE					FEMALE					
	W	AA	HA	AI	O	W	AA	HA	AI	O	
Officials and Managers											
Professionals											
Technicians											
Sales Workers											
Office and Clerical											
Craftsmen (Skilled)											
Operatives (Semi-Skilled)											
Laborers (Unskilled)											
Service Workers											
TOTAL											

Are you a disadvantaged business enterprise? Yes ___ No ___

Are you a women's business enterprise? Yes ___ No ___

Does your company have an affirmative action plan? Yes ___ No ___

W - White (Caucasian) AA - African American HA - Hispanic American AI - American Indian O - Other

MINORITY* BUSINESS ENTERPRISE UTILIZATION CERTIFICATE

The undersigned, having read the Proposal Documents and the requirements regarding the minority business enterprises, hereby provides the following assurance of compliance. Please attach a copy of the MBE Certificates. As of the date of the proposal opening, the Proposer intends to achieve this requirement as follows:

MINORITY BUSINESS ENTERPRISE	NATURE OF WORK	DOLLAR AMOUNT
Company Name:		

Address:

Contact Person/Tel./E-mail:

MBE Category:

Company Name:

Address:

Contact Person/Tel./E-mail:

MBE Category:

Company Name:

Address:

Contact Person/Tel./E-mail:

MBE Category:

The Proposer further certifies that, upon receipt of verification that the above-named firms, or other firms added or substituted in accordance with the Proposal Documents, are bona fide minority business enterprises, it will execute a binding contract with such minority business enterprises for the purposes of undertaking and completing the above described work.

Date _____ 20 _____

Name of Proposer

Official Address:

By: _____

Title: _____

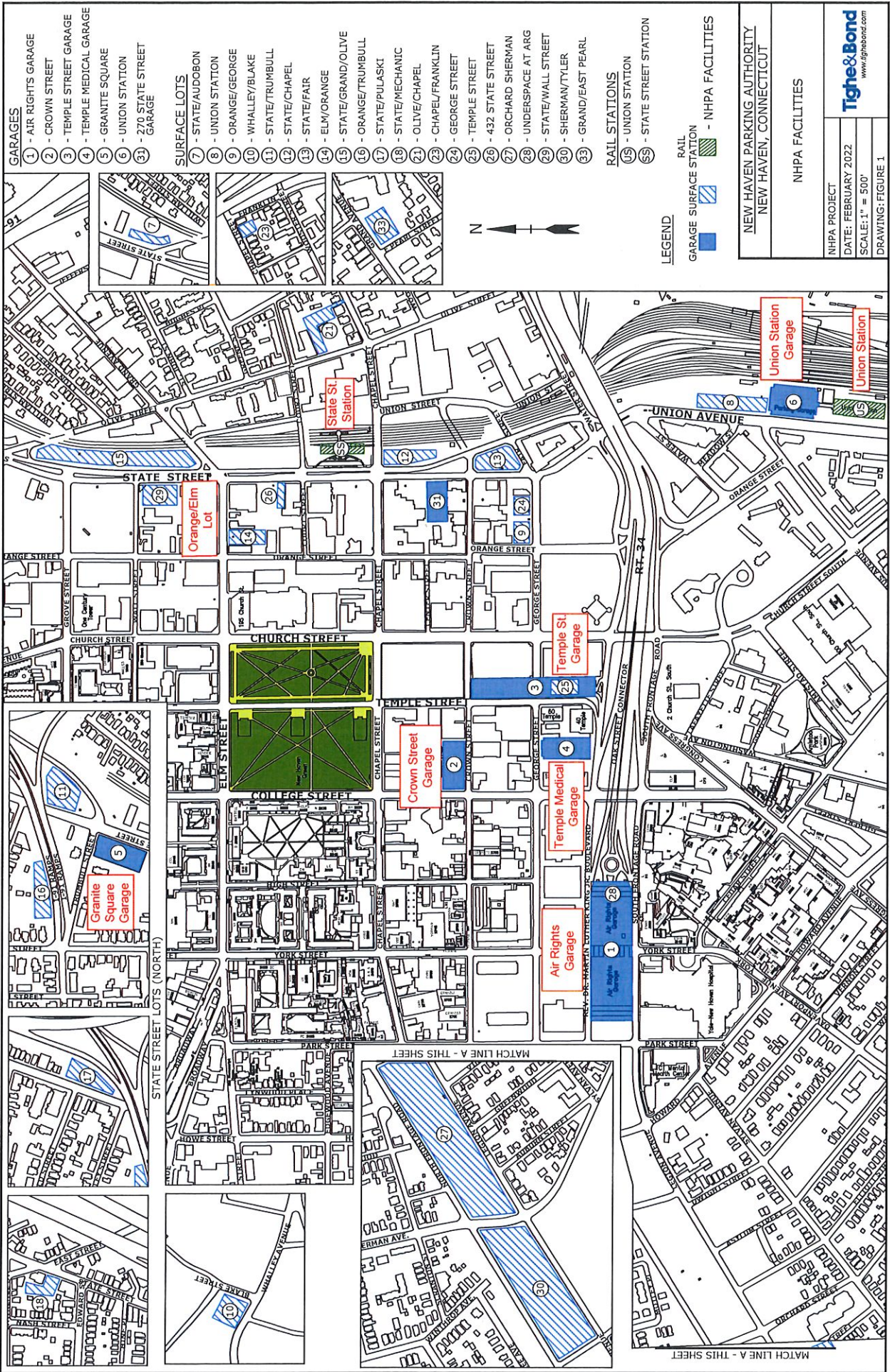
Affix Corporate Seal

*Note: "Minority" groups are defined in [Section 32-9n](#) of the Connecticut General Statutes as "(1) Black Americans, including all persons having origins in any of the Black African racial groups not of Hispanic origin; (2) Hispanic Americans, including all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race; (3) all persons having origins in the Iberian Peninsula, including Portugal, regardless of race; (4) women; (5) Asian Pacific Americans and Pacific islanders; or (6) American Indians and persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification." An individual with a disability is also a minority business enterprise as provided by Connecticut General Statutes § [4a-60g](#) of the Connecticut General Statutes.

(Attach additional sheets if necessary)

APPENDIX

1. Facility Location Map
2. Description of Structured Facilities
3. Summary Status of Parking Facilities
4. Exhibit “A” – Requirements of the State of Connecticut
5. Part II - Terms and Conditions for Professional Service Contracts
6. Insurance Requirements



NEW HAVEN PARKING AUTHORITY
DESCRIPTION OF STRUCTURED FACILITIES

AIR RIGHTS GARAGE

Number of parking spaces:	2486
Gross square footage of parking area:	825,000
Date opened:	12/16/82
Major Renovation:	1991, with regular repairs and improvements regularly implemented
Structural System:	Six (6) level cast-in-place concrete structural frame w/cast-in-place, post-tensioned concrete parking decks. Spans former planned highway right-of-way and privately owned loading dock area. Commercial space on street level.

UNDER AIR RIGHTS GARAGE SURFACE PARKING LOT

Number of parking spaces:	182
Date opened:	10/03/88
Reconfigured:	Fall 2007
Structural system:	Bituminous concrete surface

CROWN STREET GARAGE

Number of parking spaces:	708
Gross square footage of parking area:	257,000 (excl. silo ramp)
Date opened:	10/27/71
Major Renovation:	Portions of structure repaired in 1993 and 1998. Major renovations 2012/2013 and 2022/2023.
Structural System	Seven (7) level above ground precast concrete single tees & structural frame, w/cast-in-place topping. Commercial space on street level.

GRANITE SQUARE GARAGE

Number of parking spaces:	306
Gross square footage of parking area:	130,000
Date opened:	08/01/90
Major Renovation:	2007
Structural System:	Six (6) level precast concrete double tees & structural frame (including one basement level). Commercial space on street level. Privately owned. Managed by NHPA.

TEMPLE MEDICAL GARAGE

Number of parking spaces:	371
Gross square footage of parking area:	141,000
Date opened:	12/01/77
Major Renovation:	2006/2007. Renovation about to commence.
Structural System:	Four (4) level precast concrete structural frame w/cast-in-place concrete parking decks. Privately owned underground parking level below and commercial space above.

TEMPLE STREET GARAGE

Number of parking spaces	1235
Gross square footage of parking area:	483,000
Date opened:	11/02/62
Major Renovations:	Structure repaired in various projects from 1986 to 2002. Basement renovated 2005/2006. Currently 2022-2024.
Structural System:	Five (5) above ground and one underground split level cast-in-place reinforced concrete structure. Commercial space on street level.

270 STATE STREET GARAGE

Number of parking spaces	258
Gross square footage of parking area:	83,000
Date opened:	1994
Renovation:	Structure repaired in 2021
Structural System:	Three (3) levels of pre-cast concrete double-tees with pre-cast concrete beams and columns. Ground level at grade is bituminous concrete pavement. Commercial space on street level.

UNION STATION CAMPUS

The Union Station Campus facilities, consisting of the Union Station Garage, Union Station Building and State Street Station, and their surrounding grounds and surface parking lots, are presently covered under a Management Agreement with the City of New Haven, for which the New Haven Parking Authority ("NHPA") has responsibilities as the Station Manager and Parking 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"). NHPA's Management Agreement with the City expires on June 30, 2027.

UNION STATION GARAGE

Number of parking spaces:	876
Gross square footage of parking area:	289,000
Date opened:	01/27/88
Structural System:	Six (6) level cast-in-place concrete structural frame w/cast-in-place, post-tensioned concrete parking decks.

UNION STATION BUILDING

Number of floors:	5
Gross square footage of building:	107,400
Gross square footage of underground passageway (tunnel):	12,000
Originally built:	1920
Major Rehabilitation:	1985
Excludes Train Platforms and Tracks	

STATE STREET STATION

State Street Station, opened on June 7, 2002, is located at 259 State Street, New Haven, Connecticut and consists of a building structure acting as the pedestrian portal to and from the train platforms, with a pedestrian bridge structure spanning the train tracks and connecting to the platforms via stairs and elevators, and related grounds including sidewalks, the driveway, and landscaped areas. There are two train platforms: one on the west side with a single track and one on the far, east side which serves two tracks.

New Haven Parking Authority (NHPA) operates State Street Station on behalf of the City of New Haven, which entered into a Lease, Operating and Funding Agreement with Conn. Dept. of Transportation (CTDOT) for New Haven Union Station Campus, which includes State Street Station. NHPA is not responsible for State Street Station's rail platforms, canopies and exterior portions of stairwells, pedestrian bridge or other exterior features requiring access from or otherwise impact the protected railway right-of-way (e.g., track areas and platforms).

STATUS OF NHPA'S INFRASTRUCTURE

June 2023

A summary status of the New Haven Parking Authority's parking structures and the Union Station Campus facilities follows.

1. **Air Rights Garage**

The Air Rights Garage is the Authority's largest structure, containing 2,486 spaces. This 40 year old facility is in generally good condition.

A concrete repair and waterproofing project is generally undertaken every other year or so with a mechanical, electrical, plumbing and miscellaneous project in the intervening years. Currently, a concrete repair and waterproofing project is in construction. A lighting project is being designed and soon will be bid.

NOTE: Below the Air Rights Garage is a surface parking lot known as Under Air Rights Garage. This lot is shared in use for access to a truck loading dock at the west end serving Yale-New Haven Hospital/Smilow Cancer Hospital and 55 Park Street. Separate annual condition surveys of the underspace and its common elements are required. Functionally and financially, the underspace is treated as a separate facility.

2. **Crown Street Garage**

The 51-year old Crown Street Garage is in relatively good condition. The facility was significantly renovated in 2012/2013. Currently, a lighting project and a concrete and waterproofing project are in progress.

3. **Granite Square Garage**

The 306-space Granite Square Garage is 32 years old. A renovation of approximately one-half million dollars was accomplished circa 2007. The structure is in generally good physical condition. NOTE: The condition survey for this facility is conducted once every three years, with the next study due in the FY 2024/2025. The facility is leased by a private owner to NHPA, and NHPA's capital repair obligations are limited to \$5,000 per occurrence and \$25,000 per year aggregate. NOTE: The extension of the lease agreement for this facility is being negotiated and may or may not be renewed.

4. **Temple Medical Garage**

The 45-year old Temple Medical Garage had a major renovation in 2007. Currently, lighting project is nearing completion and a concrete and waterproofing project is about to commence. An elevator project is planned.

5. **Temple Street Garage**

The 60-year old Temple Street Garage underwent a major Ten Million Dollar renovation in 2002 and the basement was renovated in 2006. Currently, a number of capital needs projects are in design. Currently, lighting project and a concrete and waterproofing project are in progress. An elevator project is planned.

6. **270 State Street Garage**

The 29-year old 270 State Street Garage had some concrete and waterproofing repairs accomplished in 2021-2022. Additional repairs and improvements will soon be bid. An elevator modernization project is also getting ready for procurement.

Union Station Campus: The Union Station Campus consists of Union Station Building, Unions Station Garage and State Street Station.

7. **Union Station Building**

103 yo Union Station Building, which was originally opened in 1920 and closed in the early 70's, was renovated by the New Haven Parking Authority and reopened in 1985. Since that time a number of improvement projects have been accomplished including a new roof, mechanical repairs, supplemental restoration and renovations to the building, ADA improvements and general repairs and upkeep. Union Station is a busy transportation center and is an historic building. A number of capital needs projects are in design or in construction to keep this facility in top condition. NOTE: The management agreement for this facility expires on June 30, 2027 and may or may not be renewed.

8. **Union Station Garage**

The 876-space Union Station Garage is 34 years old and is in generally good condition. A number of concrete repair and waterproofing projects, as well as some MEP projects, have been accomplished in the past. Currently, a number of capital needs projects are in design. NOTE: The management agreement for this facility expires on June 30, 2027 and may or may not be renewed.

9. **State Street Station**

NHPA started managing State Street Station as of July 1, 2022. There are some repairs and improvements anticipated for the surrounding grounds, electrical and elevators. The State DOT plans some renovations to the skywalk and platforms. NOTE: The management agreement for this facility expires on June 30, 2027 and may or may not be renewed.

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:

GENERAL

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/manufacture 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/manufacture 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.

NEW HAVEN PARKING AUTHORITY

CONTRACT FOR PROFESSIONAL SERVICES

PART II: TERMS AND CONDITIONS

1. Termination of Contract for Cause. If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner the Consultant's obligations under this Contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Contract, the New Haven Parking Authority (the "Authority") shall thereupon have the right to terminate this Contract by giving written notice to the Consultant of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Consultant under this Contract shall, at the option of the Authority, become the Authority's property, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

Notwithstanding the above, the Consultant shall not be relieved of liability to the Authority for damages sustained by the Authority by virtue of any breach of the Contract by the Consultant, and the Authority may withhold any payments to the Consultant for the purpose of setoff until such time as the exact amount of damages due the Authority from the Consultant is determined.

2. Termination for Convenience of Authority. The Authority may terminate this Contract any time by a notice in writing from the Authority to the Consultant. If the Contract is terminated by the Authority as provided herein, the Consultant will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Consultant covered by this Contract, less payments of compensation previously made.

3. Changes. The Authority may, from time to time, request changes in the scope of the services of the Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon by and between the Authority and the Consultant, shall be incorporated in written amendments to this Contract.

4. Personnel. (a) The Consultant represents that he has, or will secure at his own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Authority.

(b) All the services required hereunder will be performed by the Consultant or under the Consultant's supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under Federal, State or local law to perform such services.

(c) No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.

5. Anti-Kickback Rules. Salaries of architects, draftsmen, technical engineers, and technicians performing work under this Contract shall be paid unconditionally and not less often

than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C., Section 874; and Title 40 U.S.C., Section 276c). The Consultant shall comply with applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this Contract to ensure compliance by subconsultants with such regulations, and shall be responsible for the submissions of affidavits required of subconsultants thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

6. Equal Employment Opportunity. During the performance of this Contract, the Consultant agrees as follows:

- a. To comply with all applicable provisions of Executive Order 11246 and Executive Order 11375, Connecticut Fair Employment Practices Act, and the contract compliance ordinance of the City of New Haven, including all standards and regulations which are promulgated by the government authorities who established such acts and requirements, and all standards and regulations are incorporated herein by reference;
- b. Not to discriminate against any employee or applicant for employment because of race, color, religion, age, sex, physical disability or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, age, national origin or physical handicap. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship;
- c. To take such action, with respect to any subconsultant, as the Authority may direct as a means of enforcing the provisions of sub-paragraphs (a) through (e) herein.
- d. To file, along with his subconsultants, if any, compliance reports with the Authority in the form and to the extent prescribed in the contract by the contract compliance director of the City of New Haven. Compliance reports filed at such times as directed shall contain information as to the employment practices, policies, programs and statistics of the Consultants and his subconsultants, if any;
- e. To include the provisions of sub-paragraphs (a) through (e) of this equal opportunity clause in every subcontract or purchase order so that said provisions will be binding upon each such subcontractor or vendor;

7. Discrimination Because of Certain Labor Matters. No person employed on the work covered by this Contract shall be discharged or in any way discriminated against because he has filed any complaint or instituted or caused to be instituted any proceeding or has testified

or is about to testify in any proceeding under or related to the labor standards applicable hereunder to his employer.

8. Compliance with Law. The Consultant shall comply with all applicable laws, ordinances, and codes of the Federal, State and local governments, and shall commit no trespass on any public or private property in performing any of the work embraced by the Contract.

9. Subcontracting. None of the services covered by this Contract shall be subcontracted without the prior written consent of the Authority. The Consultant shall be as fully responsible to the Authority for the acts and omissions of his subconsultants, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him. The Consultant shall insert in each subcontract appropriate provisions requiring compliance with the labor standards provisions of this Contract.

10. Assignability. The Consultant shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the Authority; Provided, However, that claims for money due or to become due the Consultant from the Authority under this Contract may be assigned to a bank, trust, company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Authority.

11. Interest of Authority Officials. No member of the governing body of the Authority, and no other officer, employee, or agent of the Authority who exercises any function or responsibilities in connection with the carrying out of the Project to which this Contract pertains, shall have any personal interest, direct or indirect, in this Contract.

12. Interest of Consultant. The Consultant covenants that he presently has no interest and shall not acquire any interest, direct or indirect, in the above-described Project Area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Consultant further covenants that in the performance of this Contract no person having any such interest shall be employed.

13. Findings Confidential. All of the reports, data, etc., prepared or assembled by the Consultant under this Contract are confidential and the Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the Authority.

14. Audit. The Authority reserves the right to audit the Consultant's books of account in relation to this Contract any time during the period of this Agreement or at any time during the twelve month period immediately following the closing or termination of this Contract. In the event the Authority elects to make such an audit, the Consultant shall immediately make available to the Authority all records pertaining to this Contract, including, but not limited to, payroll records, bank statements and cancelled checks.

INSURANCE REQUIREMENTS AT UNION STATION - 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.