



Woodbridge Township Redevelopment Agency

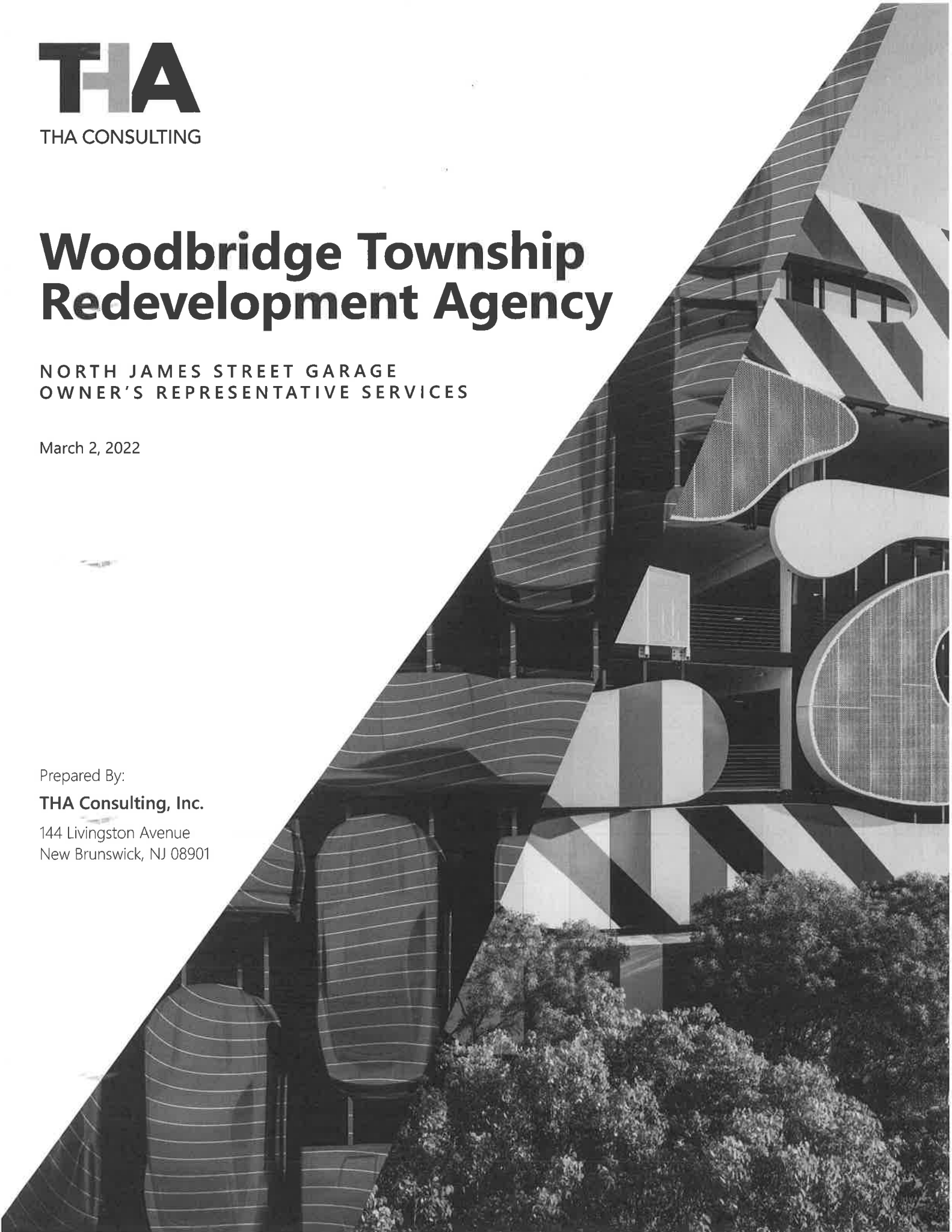
NORTH JAMES STREET GARAGE
OWNER'S REPRESENTATIVE SERVICES

March 2, 2022

Prepared By:

THA Consulting, Inc.

144 Livingston Avenue
New Brunswick, NJ 08901





THA CONSULTING, INC.

MIAMI
ATLANTA
PHILADELPHIA
NEW BRUNSWICK

PARKING PLANNING & DESIGN

THA Consulting, Inc., understands the important role parking plays in development. THA is a multi-disciplined engineering, design, and mobility consulting firm specializing in the planning, design, operation, and restoration of parking and mixed-use facilities, as well as master planning for campuses, urban and high density areas, and transit related projects. Since our inception in 1994, we have completed close to 1,000 parking projects and almost 1,000,000 spaces. Our expertise has been cultivated by extensive experience with unique issues and requirements associated with parking facilities, including pedestrian connectivity, safety and security, and amenities. We provide exceptional service and strategic solutions for complex parking issues to a variety of clients.

Our approach to parking planning & design is to successfully integrate the parking facility with the overall project, campus, or downtown, thereby enhancing the pedestrian experience, user-comfort, and helping to create active and vibrant places. Our primary focus is to design efficient, user-friendly, and aesthetically enhanced parking facilities that serve as gateways to destinations and other development components. We think outside of the four walls of the garage to understand how the facility will integrate with other uses and how the use of the facility can be maximized to create efficiency and economy.

Our design and engineering experience has created value for our clients for the past 28 years through our considerable project experience and practical knowledge of these unique project types.

PROJECT AWARDS

**Miami Design District
Museum Garage, Miami, FL**
Best of Design of Mixed or Multi-Use Parking Transportation Facility, International Parking & Mobility Institute, 2019 Award of Excellence for Architecture, Florida Parking & Transportation Association, 2018

**Incyte Corporation
Parking Garage, Wilmington, DE**
Eastern Pennsylvania and Delaware Chapter of ACI, Mid-Rise Garage Category, 2019

**Miami Design District
City View Garage, Miami, FL**
Award for Excellence for Architectural Achievement, International Parking Institute, 2016

SERVICES

PLANNING FOR PARKING

- Master Planning
- Site Analysis
- Supply/Demand Analysis
- Feasibility Studies
- Shared Parking Analysis
- Due Diligence Reports
- Parking Consulting
- Financial Analysis

ENGINEERING & ARCHITECTURE

- Parking Structure Design
- Mixed-Use Structure Design
- Project Design Management
- Functional Design
- Facade & Aesthetic Design
- Structural Engineering
- Design Build Services
- Sustainable Design

ASSET MANAGEMENT

- Condition Appraisal
- Restoration Engineering
- Life Cycle Cost Analysis
- Operational Consulting
- Owner Representation
- Graphics & Wayfinding
- Maintenance Programs



NEW JERSEY PARKING PLANNING & DESIGN EXPERIENCE

18 Park Development

CRDA "The Wave" With Rooftop Solar Panels

Fort Lee Parking Authority Guntzer Street

Green Street Mixed-Use Development

New Brunswick Parking Authority Morris Street

New Brunswick Performing Arts Center

Wellness Plaza

Princeton University East/Lake Campus

Rowan University

Rutgers University

Colgate Palmolive

LG Industries HQ

Matrix Development Group Neilson Street

Nexus Properties Pearl Street

Township of Millburn

Trenton Parking Authority

New Brunswick Parking Authority

Gateway Transit Village

Golden Triangle Commuter

New Jersey Transit Hamilton Station

New Jersey Transit Ramsey Route 17 Station

Rahway Transportation Center

South Orange Third & Valley TOD

The Mills at Jersey Gardens

Cooper University Hospital

Merck & Company

Novartis Pharmaceutical

New Brunswick Parking Authority Plum Street

Clara Maass Hospital

Somerset Medical Center

St. Peter's University Hospital

College of New Jersey

Jersey City, NJ

Atlantic City, NJ

Fort Lee, NJ

Newark, NJ

New Brunswick, NJ

New Brunswick, NJ

New Brunswick, NJ

Princeton, NJ

Glasboro, NJ

New Brunswick, NJ

Piscataway, NJ

Englewood, NJ

New Brunswick, NJ

Metuchen, NJ

Millburn, NJ

Trenton, NJ

New Brunswick, NJ

New Brunswick, NJ

East Brunswick, NJ

Hamilton, NJ

Ramsey, NJ

Rahway, NJ

South Orange, NJ

Elizabeth, NJ

Camden, NJ

Rahway, NJ

East Hanover, NJ

New Brunswick, NJ

Belleville, NJ

Somerset, NJ

New Brunswick, NJ

Ewing, NJ



March 2, 2022

Caroline Ehrlich
Chief of Staff, Woodbridge Township
Executive Director
Woodbridge Township Redevelopment Agency
1 Main Street
Woodbridge, NJ 07095

**RE: North James Street Garage - Owners Representative Services
Woodbridge, NJ**

Dear Ms. Ehrlich,

It was a pleasure speaking with you recently regarding the anticipated North James Street development project that includes a 225-space structured parking garage on North James Street. I understand that the referenced parking garage for the project will be developed and constructed by a developer, and that upon completion, Woodbridge Township will take possession / ownership of the parking facility. As we discussed, based on this potential development scenario, it is beneficial for the Woodbridge Township Redevelopment Agency (Woodbridge) to have an Owner's Representative, experienced in parking garage design and engineering, to ensure that the design, specifications, and construction of the facility is in accordance with industry standards, to the extent feasible, in terms of efficiency, user comfort, security, parking management systems, operations and durability.



THA Consulting, Inc. (THA), is a multi-disciplined engineering and design firm specializing in the planning, design, construction, and restoration of parking and mixed-use facilities for municipalities, entertainment venues, urban areas, universities, healthcare, and transit related projects. THA has completed over 1,000 parking projects and 1,000,000 spaces in the past 28 years and has a proven record of providing services that exceed client expectations, meet deadlines, and bring value to the client's project. THA has provided owner's representative services on multiple parking projects throughout New Jersey and the Northeast since our inception in 1994.

As a firm with significant expertise in the planning, design, and construction of structured parking facilities, THA, serving as an Owners Representative working on behalf of Woodbridge, will help safeguard Woodbridge's interests related to the design and engineering of the facility, its user comfort, security, durability, future maintenance, operations, and management. In summary, the Owners Representative services outlined in this proposal would review the design and engineering plans and specifications for the garage, provide comments and recommendations as necessary. During construction of the garage, THA will periodically visit the project to review construction progress and confirm compliance with acceptable design and construction standards set forth in the Architect or Engineer of Record design documents and specifications.

Outlined below is a detailed scope of services to serve as Woodbridge's Owners Representative for the parking garage project and the associated professional fee.

SCOPE OF SERVICES

Design Phase

A. Schematic Design Phase / Design Development Phase

Review the design at the various phases (schematic, design development and construction documents) to determine its conformance to the desired parking design, specification, and Woodbridge requirements.



1. Review points of ingress and egress to the various parking areas with respect to traffic queues and pedestrian flows which would affect the operation of the facility.
2. Review parking geometrics, internal parking facility circulation, and preliminary parking layout including the following:
 - Striping drawings indicating number of spaces, internal traffic flow, and functional isometric view of the facility
 - Internal functional layout
 - Parking space dimensions and maximizing number of spaces
 - Entrance/exit locations
 - Operational equipment (if required)
 - Turning radii
 - Parking efficiency
 - Floor slopes to meet required codes
 - Traffic/pedestrian circulation to ensure reduction of conflicts
 - Vertical transportation nodes (elevator and stairs)
 - Code requirements
3. Review the proposed location of stairs and elevators, lobbies, storage rooms, mechanical and electrical rooms, fire truck access, etc.
4. Review design related to passive and active security measures within the parking structure to assure that the user's experience is enhanced, and safe.
5. Review the garage set back from adjacent property lines related to compliance with building code and zoning code requirements.
6. Upon completion of the SD / DD documents review, provide a memorandum outlining our recommendations, with potentially "red" lined and mark-ups on the drawings. Attend a meeting with Woodbridge and the project team to review the comments in detail.

7. Review the project team order of magnitude cost estimate for the garage.

B. Construction Document Phase

1. Obtain the Construction Documents from the Developer and perform a final review of the parking geometrics, internal parking facility circulation, and parking layout developed by the project team.
2. Review the striping drawings indicating number of spaces, internal traffic flow, functional isometric view of the facility, and location of ADA spaces.
3. Review the proposed stairs and elevators, lobbies, and the connectivity thereof with adjacent uses, storage rooms, mechanical and electrical rooms, etc.
4. Review the code analysis for the facility prepared by the Architect/Engineer of Record as related to the parking garage openness, fire ratings, ADA, and integration with other uses.
5. If requested, meet with the project team and local building officials to review the Construction Documents.
6. Review the durability design elements and features with regards to long term durability of the structure. Also review waterproofing treatments, design, and applications specifications.
7. Review the geotechnical report and the conformance with the designed foundation system.
8. Work with the project team on behalf of Woodbridge to finalize the overall operational intent of the parking facility, and the incorporation of the Parking Access and Revenue Control System (PARCS) specifications to be procured for the parking structure.
9. Review Mechanical, Electrical, Plumbing and Fire Protection design as follows:

Mechanical/Plumbing/Fire Protection

- Review drainage approach and the spot elevations to assure positive drainage.
- Location of stand pipes.

Electrical/Security

- Review proposed lighting for the garage and its efficiency, effectiveness on passive security and providing sufficient lighting throughout the garage to ensure a positive user experience.
- Review lighting fixture and control design.
- Review security system design within the parking structure related to access control, and implementation of CCTV's, per parking industry standards for this type of facility.



10. Upon completion of the construction document review, provide a memorandum outlining our recommendations, with potentially "red" lined and mark-ups on the drawings. Attend a meeting with Woodbridge and the project team to review the comments in detail.
11. We anticipate up to four (4) in person meetings and virtual meetings as necessary during the Design Phase.

Construction Administration Phase

A. Construction Phase

1. Provide a cursory review for select shop drawings to assure general conformance to the design and established intent. These reviews are not a substitute to the design professional's obligation as Architect/Engineer of Record. THA shall not stamp shop drawings for approval purposes. Shop drawings to be reviewed by THA will include the following:
 - Striping paint
 - Concrete mix designs
 - Elevator
 - Durability design
 - PARCS
 - Light fixtures
 - Drain fixtures
 - Signage
2. Assist with questions and/or clarifications, and RFI's that may be necessary to weigh in from a Woodbridge perspective.
4. Review the proposal by the selected testing company, to assure that the proper testing of the substructure, and superstructure is being administered.
5. Review select testing and inspection reports and advise Woodbridge if action needs to be taken for any reason. These reviews are not a substitute to the design professional's obligation as Architect/Engineer of Record to fully review the testing and inspection reports.
6. Attend Waterproofing, and Precast Installation meetings. These meetings shall be scheduled to ensure that all trades understand and are in complete agreement with the expectations set forth in the construction documents. The Contractor is responsible to schedule these meetings to coincide with our regular site visits. The attendees at the Pre-Concrete meeting shall be Woodbridge, the Contractor, CIP Contractor, Waterproofing Contractor, Testing Company, and THA.
7. Review Project Change Orders (PCO's) and advise on the validity and acceptance of such PCO's with regards to Woodbridge's interests.
8. Review Applications for Payment, based on the on-site determination of completeness.



9. Participate in site visits/project meetings to observe the construction operations, which includes a preliminary and final punch-list. We have budgeted up two (2) sites visits and/or meetings during the foundation system installation and early work, and then ten (10) site visits for precast erection and the balance of construction. As stated above, this is based on a ten (10) months construction period. Field reports will be issued as a follow-up to the site visits.
10. In addition to the construction site visits as listed above, we will participate in bi-weekly conference calls on the off weeks from the site visits with the Developer's team during construction.



B. Post Construction Phase

1. Assure the Developer's design team submits record drawings, operational manuals, and any other information that Woodbridge will need after occupancy.
2. Perform a 10th month walk thru with the Developer and Woodbridge to determine work required prior to warranty expiration. Prepare a summary report of the walk thru findings and provide to Woodbridge and the Developer to address required items.

SCOPE OF SERVICES EXCLUSIONS

The following services are not included in our proposal and fee:

- Coordinating Contractor work, scheduling, and sequencing
- Review of structural calculations,
- Survey/Site/Civil Engineering services
- Environmental, traffic and geotechnical studies
- Testing and inspection services, nor scheduling of these services
- Review of Contractors means and methods
- Printing documents
- Engineer/Architect of record services
- Permit approvals (by Developer)

QUALIFICATIONS

- This proposal shall be valid up to 6 months from submission date. If the project is awarded to THA after 6 months from the submission date, THA shall discuss with the Client any impact from a professional fee and/or schedule perspective.

PROFESSIONAL FEE

THA will provide the services outlined in the above scope of services for a professional fee INCLUSIVE of customary reimbursable expenses such as printing, mail, and travel, etc. as follows:

Design Phase.....\$ 46,000.00

Construction Administration Phase.....\$ 42,000.00

We appreciate this opportunity to provide the Woodbridge Township Redevelopment Agency with our proposal for this important project and we look forward to providing our services in a prompt and professional manner. If you have any questions, comments, or need any additional information, please do not hesitate to contact me.

Sincerely,



James M. Zullo, AICP, PP, CAPP
President
jzullo@tha-consulting.com
(732) 816-4407

AUTHORIZATION

Trusting the above is satisfactory, please sign and return one copy as our authorization to proceed.

Signature Caroline Ehrlich
Name Caroline Ehrlich
Title Executive Director, WRA
Date 4-6-22



HOURLY BILLING RATES

OFFICERS

President / Vice President / Principal	\$240
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ENGINEERING / ARCHITECTURAL / PROJECT MANAGEMENT

Senior Project Manager	\$210
Project Manager	\$180
Senior Engineer/Architect	\$185
Project Architect	\$160
Assistant Project Manager	\$140
Project Engineer	\$125
Project Designer	\$125

PARKING CONSULTING

Senior Parking and Mobility Consultant	\$200
Parking and Mobility Specialist	\$125
Parking and Mobility Analyst	\$85

ADMINISTRATION

Business Manager	\$135
Administrative Assistant	\$74

Effective January 2022, the above rates are adjusted annually without prior notice.



TERMS & CONDITIONS OF SERVICES

A. SCOPE OF SERVICES

The services to be provided by THA Consulting, Inc. (THA) have been set forth in the Proposal/Scope of Services/Contract Document. All services not specifically identified in the Proposal/Scope of Services/Contract Document are excluded from THA scope and will only be performed in accordance with a written amendment to the agreement outlining the exact services and the associated fees.

B. BILLING/PAYMENT

Payments for services and expenses are to be made in accordance with the Proposal/Scope of Services/Contract Document. Invoices will be submitted monthly along with reasonable supporting documentation if requested by the Client. Payment is due within forty five (45) days of invoice date regardless of whether Client has or has not already received payment or other monies by any other party. There shall be no retainage of fees unless otherwise agreed to in writing. Past due amounts are subject to an interest charge of either one and one-half (1½) percent per month or the maximum rate permitted by law. Client agrees to pay all costs associated with collection efforts. THA reserves the right to stop work and/or withhold any and all work product until invoices that are more than seventy five (75) days past due are paid in full. Client agrees that any delays, claims or losses associated with stopping of work under these circumstances will not be the responsibility of THA and are otherwise waived.

If the project is suspended or abandoned in whole or in part for more than three (3) months, THA shall be compensated for all services performed and expenses incurred prior to receipt of written notice from Client of such suspension or abandonment in an amount as determined in accordance with the Proposal/Scope of Services/Contract Document together with all reasonable termination costs and expenses.

C. STANDARD OF CARE

THA services as defined by the Proposal/Scope of Services/Contract Document shall be performed in a manner consistent with the level of skill and care ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. Client agrees that THA services will be rendered without any warranty, expressed or implied. Client agrees to give THA written notice within one (1) year of any breach or default under this section and to provide THA with a reasonable opportunity to correct such breach or default as a condition precedent to any claim for damages.

D. STANDARDS AND CODES

If the work outlined in the Proposal/Scope of Services/Contract Document is to be performed in accordance with codes or other standards and regulations, the edition or revision of said codes, standards and regulations in effect as of the date of the Proposal/Scope of Services/Contract Document will apply. Any revisions to documents or other additional work caused by the application of a more recent code, standard or regulation shall be considered a changed condition under the Proposal/Scope of Services/Contract Document. In addition, any revisions or additional work required by regulatory agencies which are not explicitly outlined in applicable codes, standards or regulations will also be considered a changed condition.

E. OPINIONS OF COSTS

THA will provide estimates of costs for remediation or construction as appropriate based on available data, designs or recommendations. However, these opinions are intended primarily to provide information on the range of costs and are not intended for use in firm budgeting or negotiation unless specifically agreed to in writing.

F. SAFETY

THA shall not have control or charge of, and shall not be responsible for, construction means, methods, techniques or procedures for safety precautions and programs in connection with the work of the Contractor, Subcontractors or other persons performing work or for the failure of these parties to carry out the work assigned to them.

G. HAZARDOUS CONDITIONS OR MATERIALS

Client agrees that THA shall not be responsible for the identification, evaluation, treatment or removal of any hazardous conditions or hazardous materials/substances. Should such conditions or materials be encountered, THA will take action to protect the health and welfare of their personnel and will notify the client for direction.

H. OWNERSHIP OF DOCUMENTS

Client may use drawings, specifications, reports and other documents prepared by THA for the purposes outlined in the Proposal/Scope of Services/Contract Document only. These documents are not to be used on other projects, extensions of this project or for completion of this project by others, except by agreement in writing and with appropriate compensation to THA.

I. REVIEW OF CONTRACTOR SUBMITTALS

Review of contractor submittals (for example, shop drawings), if included in THA scope of services, is not conducted for the purpose of determining the accuracy and completeness of details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the Contractor, all of which remain the responsibility of the Contractor to the extent required by the Client's agreement with the Contractor. THA review of contractor submittals shall not constitute approval of construction means, methods or techniques.

J. DISPUTE RESOLUTION

All claims, disputes and other matters in controversy between THA and Client arising out of or in any way related to the Proposal/Scope of Services/Contract Document will be submitted to alternative dispute resolution such as mediation (first) or arbitration (second) if mutually agreed upon by both parties as a precedent to other legal remedies. If a dispute arises related to the services outlined in the Proposal/Scope of Services/Contract Document and that dispute requires litigation instead of alternative dispute resolution, then: (a) the client assents to personal jurisdiction in the state of THA principle place of business; (b) the claim will be brought and tried in judicial jurisdiction of the court of the county where THA principle place of business is located and Client waives the right to move the action to any other county or judicial jurisdiction.

K. INDEMNIFICATION

THA shall indemnify and hold harmless, but not defend, Client, its employees, officers, directors, subsidiaries, subconsultants and agents from and against liabilities, damages, and costs, including reasonable attorney's fees arising out of the death or bodily injury to any person or the destruction or damage to any property, to the extent caused by the negligence or willful misconduct of THA in connection with the performance of services outlined in the Proposal/Scope of Services/Contract Document.

The Client shall indemnify and hold harmless THA, its employees, officers, directors, subsidiaries and agents from and against claims, demands and lawsuits, including reasonable attorney's fees to the extent arising out of or caused by the negligence or willful misconduct of the Client or contractors, consultants and others retained by the Client.

L. LIMIT OF LIABILITY

THA total liability for services provided shall not exceed THA fees for services or \$50,000, whichever is greater. Client agrees that all limitations granted herein to THA shall extend to those subcontractors, individuals and organizations retained by THA for performance of services outlined in the Proposal/Scope of Services/Contract Document.

M. CONSEQUENTIAL DAMAGES

In no event shall either party be liable to the other party for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income, loss of profits, loss or restriction of use of property, or any other business losses regardless if such damages are caused by breach of contract, negligent act or omission, other wrongful act, or whether either party shall be advised, shall have other reason to know, or in fact shall know of the possibility of such damages.

N. ENTIRE AGREEMENT

The foregoing terms and conditions are considered part of the Proposal/Scope of Services/Contract Document to constitute the entire agreement between THA and the Client. If any of these terms and conditions shall be judged null and void, it is agreed that the remaining terms and conditions shall remain intact.