

THIS AGREEMENT, made as of this 9th day of August, 2023 by and

between:

CITY OF CLIFTON,
a Municipal Corporation of the
State of New Jersey, having its
principal office at 900 Clifton Avenue,
Clifton, New Jersey 07013,
hereinafter referred to as "**City**"

and

THA CONSULTING, INC.,
having offices at 144 Livingston Avenue,
New Brunswick, New Jersey 08901
Phone: 732-253-0690 Fax: 732-253-0689
hereinafter referred to as "**Consultant**"

W I T N E S S E T H :

WHEREAS, on June 7, 2023, the Municipal Council of the City of Clifton adopted a resolution awarding a consultant services contract to Consultant, a copy of which is attached hereto as Exhibit "A"; and

WHEREAS, the parties hereto desire that their understanding be reduced to writing;

NOW, THEREFORE, for and in consideration of the sum of ONE DOLLAR (\$1.00), each to the other in hand paid at or before the execution and delivery of this agreement, the receipt whereof is hereby mutually acknowledged, the parties hereto do covenant and agree as follows:

SERVICES TO BE RENDERED.

1.1. The City does hereby engage the Consultant and the Consultant does hereby agree to furnish the consultant services for the City of Clifton, in accordance with its proposal for the said services, dated March 13, 2023, which is attached hereto as Exhibit "B".

1.2. Consultant hereby covenants and agrees to provide the services called for in the aforesaid proposal for the project: “ **FOR PARKING STRUCTURES FEASIBILITY STUDY.**”

2. TIME WITHIN WHICH THE SERVICES TO BE RENDERED ARE TO BE PERFORMED.

2.1. Consultant agrees to commence services hereunder immediately upon award of this contract, and shall complete said services in accordance with its submitted proposal (Exhibit “B”).

3. SCHEDULE OF PAYMENTS.

3.1. The City hereby agrees to pay Consultant for the services specified hereinabove as provided in Exhibit B; however, the total payment for this contract shall not exceed \$17,800.00, and in no event shall Consultant require payment in excess of that sum unless and until authority is received from the City.

3.2. Payment shall be made upon satisfactory completion of the services called for, and in accordance with submitted proposal, and billing shall require the approval of the Chief Financial Officer and the City Manager.

4. CONDITIONS.

4.1. This agreement is subject *N.J.S.A. 10:5-31* and to P. L. 1975, Chapter 17 (*N.J.A.C. 17:27*), mandatory language attached hereto and made part hereof, and Consultant agrees to provide whatever information is necessary to comply.

4.2. Consultant has provided the required Business Entity Disclosure Certification, which is incorporated herein and made a part hereof.

4.3. This contract has been awarded to Consultant based on the merits and ability of Consultant to provide the goods or services as described herein. This contract was not awarded through a "fair and open process" pursuant to *N.J.S.A. 19:44A-20.4 et seq.* As such, the undersigned does hereby attest that Consultant, its subsidiaries, assigns or principals controlling in excess of 10% of the company has neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to *N.J.S.A. 19:44A-8* or *19:44A-16*, in the one (1) year period preceding the award of the contract that would, pursuant to P. L. 2004, c. 19, affect its eligibility to perform this contract, nor will it make a reportable contribution during the term of the contract to any political party committee in the City of Clifton if a member of that political party is serving in an elective public office of the City of Clifton when the contract is awarded, or to any candidate committee of any person serving in an elective public office of the City of Clifton when the contract is awarded.

4.4. Consultant shall not assign or transfer the services called for hereunder to any other firm or individual unless express written consent thereto is given by City.

4.5. This agreement shall both bind and inure to the benefit of the parties hereto, their heirs, successors, administrators and assigns; subject, however, to the provisions of paragraph 4.4 immediately above.

4.6. The Consultant shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request. *N.J.A.C. 17:44-2.2.*

4.7. The City may terminate this contract at any time. Consultant may terminate this contract upon 30 days notice. Upon notice of termination the Consultant shall immediately cease work and forward all work product prepared under the contract to the City within 14 days with a final invoice for services rendered. Consultant shall cooperate with the City with transition of the contract work to a different Consultant.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their proper corporate officers and have caused their corporate seals to be affixed, the day and year first above written.

CITY OF CLIFTON

By: _____

Raymond Grabowski, Mayor

ATTEST:


Nancy Ferrigno, City Clerk

THA CONSULTING, INC.

By: _____

Print Name & Title

James M. Zullo
President

WITNESS/ATTEST:


Nam Chen

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the City of Clifton (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the *owner shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

EXHIBIT “A”

R292-23

CITY OF CLIFTON

**RESOLUTION AWARDING THE CONTRACT TO THA CONSULTING, INC. FOR
PARKING STRUCTURES FEASIBILITY STUDY**

WHEREAS, the City of Clifton has a need for the Professional Service for feasibility study for developing two parking garage structures in Botany SID area and other in Clifton Downtown SID area; and

WHEREAS, the City of Clifton has a need to acquire such service as a Non-Fair and Open Contract pursuant to N.J.S.A 19:44A-20.5

WHEREAS, as a determination has been made as follows:

1. The known or estimated cost of the goods or service to be provided will exceed \$17,500.
2. Price quotes have been solicited and received from one interested service provider.
3. The anticipated term of this contract is for the calendar year 2023.
4. Pursuant to N.J.A.C. 5:30-5.4(a), the maximum dollar value of this contract shall be \$17,800.00 and the Chief Financial Officer has certified the availability of funds; and

WHEREAS, the subject matter is professional services and may be awarded without public advertising for bids and bidding therefor under *N.J.S.A. 40A:11-5 et seq.*; and

WHEREAS, this award is of a non-fair and open contract in accordance with *N.J.S.A. 19:44A-20.5*, and, therefore, the Business Entity Disclosure Certification has been received from the engineer and is incorporated into the contract awarded hereby, along with the Determination of Value; and

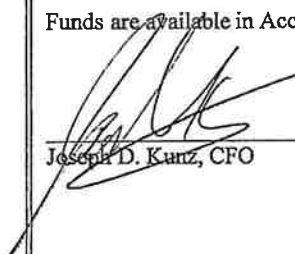
WHEREAS, the value of the contract is determined to not exceed \$17,800.00, and the duration of the contract is Year 2023; and

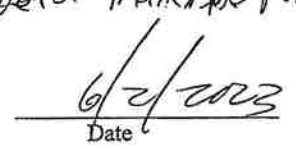
NOW THEREFORE, BE IT RESOLVED, that the Mayor and the City Clerk be and they are hereby authorized and directed to execute a contract for rendering such Professional services by THA Consulting, Inc. located at 144 Livingston Avenue, New Brunswick, NJ 08901, Inc. for fees of \$17,800.00 for year 2023;

Certification of Funds:

Funds are available in Account#

23-286-56-850-805
Reserve for Main St Parking


Joseph D. Kunz, CFO


Date

Adopted: June 7, 2023

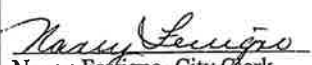

Nancy Ferrigno, City Clerk

EXHIBIT “B”



THA CONSULTING

City of Clifton

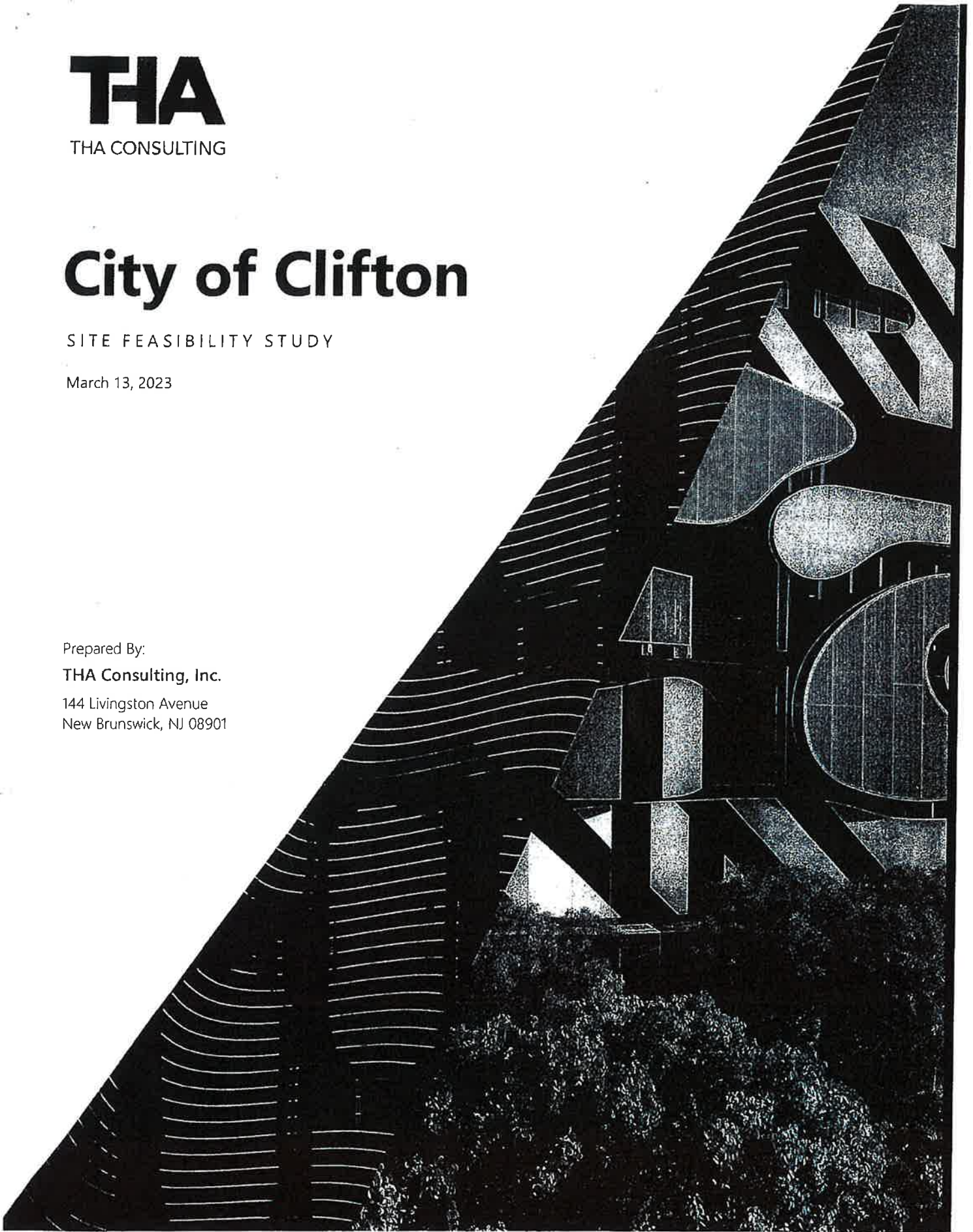
SITE FEASIBILITY STUDY

March 13, 2023

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

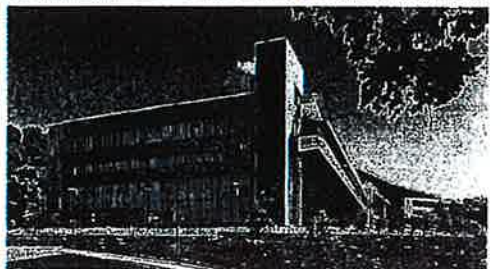
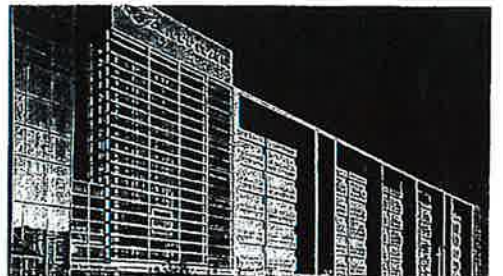
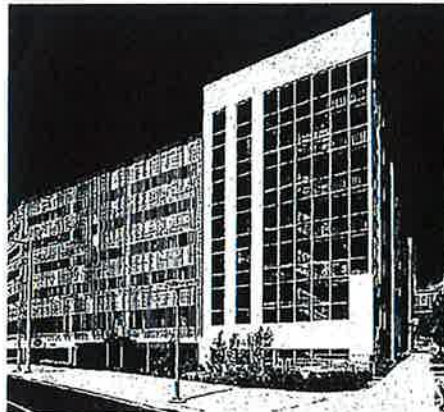
- Master Planning
- Site Analysis
- Supply/Demand Analysis
- Feasibility Studies
- Shared Parking Analysis
- Due Diligence Reports
- Parking Consulting
- Financial Analysis

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 STUDY EXPERIENCE

Westfield Master Plan

Metuchen Parking Study

Woodbridge Township Parking Study

Fort Lee Guntzer Street Parking Study

East Brunswick Commuter Parking Demand

Asbury Park Parking Planning and Design

Bergen County Parking Demand Study

Bloomfield Parking Study

Union Township Parking Assessment

City of Summit Parking Consulting

Union County Master Plan/Demand Study

Great Falls Parking Facility Feasibility

Burlington County College Parking Study

Glassboro Downtown Parking Mgmt Plan

Springfield NJ Parking Assessment

Newark Green St. Mixed-Use Parking Study

Newark On-Street Meter Study

Sussex County Garage PARCS Feas. Study

NJIT Financial Analysis Parking Study

Rutgers University On-Call / Engineering Services

St. Michael's Medical Center Pkng Study

UCIA Parking Garage Shared Analysis

Plainfield The Green Building

Princeton University Lake Campus Garage Concepts

East Orange Brick Church Shared Parking

Rahway PARCS Consulting

Hamilton Development Parking Analysis

The District-Berkeley Heights Consulting

Avalon West Windsor Parking Consulting

51st Street Lot- Parking Study

Pier Place Mixed-Use Parking Structure

Woodbridge Twp Avenel Station Pkng Study

Woodbridge Township Parking Study Ph2

Centra Redevelopment Shared Pkg Analysis

Westfield

Metuchen

Woodbridge

Fort Lee

East Brunswick

Asbury Park

Hackensack

Bloomfield

Union

Summit

Elizabeth

Paterson

Pemberton

Glassboro

Springfield

Newark

Newark

Newton

Newark

Newark

Newark

Plainfield

Plainfield

Princeton

East Orange

Rahway

Somerset

Berkeley Heights

Princeton Junction

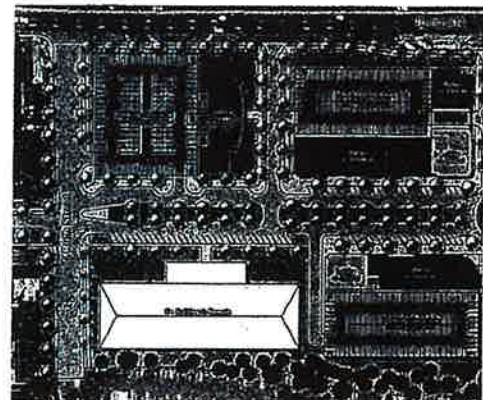
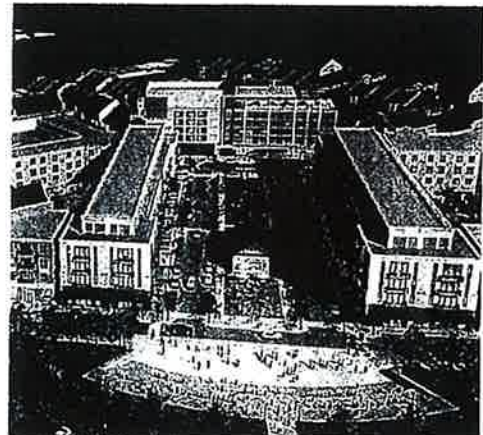
West New York

Long Branch

Woodbridge

Woodbridge

Metropark





NEW JERSEY PARKING PLANNING & DESIGN EXPERIENCE

New Brunswick Parking Authority

New Brunswick, NJ

New Brunswick Parking Authority Morris Street

New Brunswick, NJ

Township of Millburn

Millburn, NJ

Trenton Parking Authority

Trenton, NJ

Fort Lee Parking Authority Guntzer Street

Fort Lee, NJ

18 Park Development

Jersey City, NJ

CRDA "The Wave" With Rooftop Solar Panels

Atlantic City, NJ

Green Street Mixed-Use Development

Newark, NJ

New Brunswick Performing Arts Center

New Brunswick, NJ

Wellness Plaza

New Brunswick, NJ

Princeton University East/Lake Campus

Princeton, NJ

Rowan University

Glasboro, NJ

Rutgers University

New Brunswick, NJ

Colgate Palmolive

Piscataway, NJ

LG Industries HQ

Englewood, NJ

Matrix Development Group Neilson Street

New Brunswick, NJ

Nexus Properties Pearl Street

Metuchen, NJ

Gateway Transit Village

New Brunswick, NJ

Golden Triangle Commuter

East Brunswick, NJ

New Jersey Transit Hamilton Station

Hamilton, NJ

New Jersey Transit Ramsey Route 17 Station

Ramsey, NJ

Rahway Transportation Center

Rahway, NJ

South Orange Third & Valley TOD

South Orange, NJ

Cooper University Hospital

Camden, NJ

Merck & Company

Rahway, NJ

Novartis Pharmaceutical

East Hanover, NJ

New Brunswick Parking Authority Plum Street

New Brunswick, NJ

Clara Maass Hospital

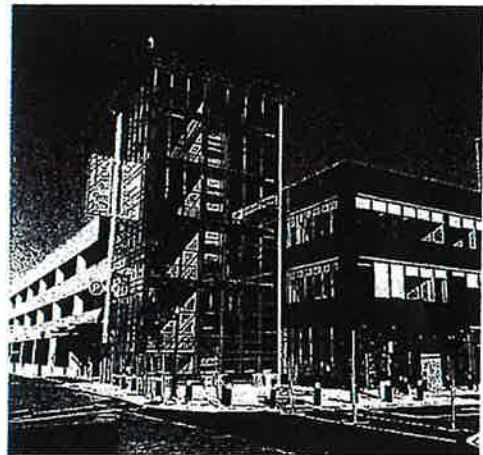
Belleville, NJ

Somerset Medical Center

Somerset, NJ

College of New Jersey

Ewing, NJ



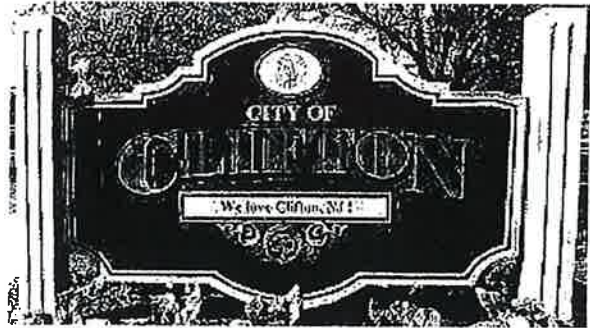
March 13, 2023

Dominick Villano
City Manager
City of Clifton
900 Clifton Ave
Clifton, NJ 07013

RE: City of Clifton Site Feasibility Study

Dear Mr. Villano,

It was a pleasure meeting with you regarding the City of Clifton's need for a parking facility site feasibility study for two sites in the City's downtown areas. THA Consulting, Inc. (THA) is very excited at the opportunity to submit our proposal to provide parking design and consulting services to the City of Clifton (the "City") to undertake the studies. THA is a leading consulting, planning, and design firm that specializes in parking. We have completed over 1,000 parking projects and 1,000,000 parking spaces in the past 28 years. In addition to our parking expertise, we provide exceptional service and practical solutions to complex parking issues for municipal clients throughout the United States. Our parking specialists, planners, engineers, and architects focus on innovative and practical parking solutions, bringing unique perspectives to our clients in government, transit, real estate, education, and healthcare.

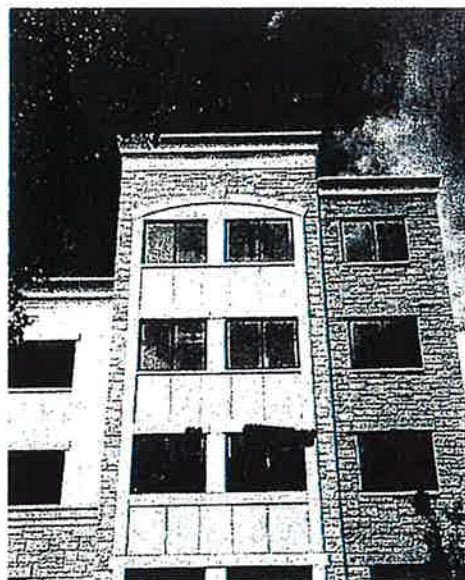


Our approach to parking planning and design is to integrate the potential parking facility into the City's downtown context, striving to create active and vibrant places that contribute to the area's sense of place. THA regularly performs site feasibility, master planning, shared parking studies, and financial feasibility assessments and our parking master planning has received a *New Jersey Future Smart Growth* award and our design capabilities received multiple *International Parking & Mobility Institute (IPMI)* design awards. Our approach focuses on maximizing the utilization of the site to incorporate a user-friendly, space-efficient parking facility that contemplates how users will access and depart the site, and how people will conveniently interact with adjacent uses.

PROJECT UNDERSTANDING

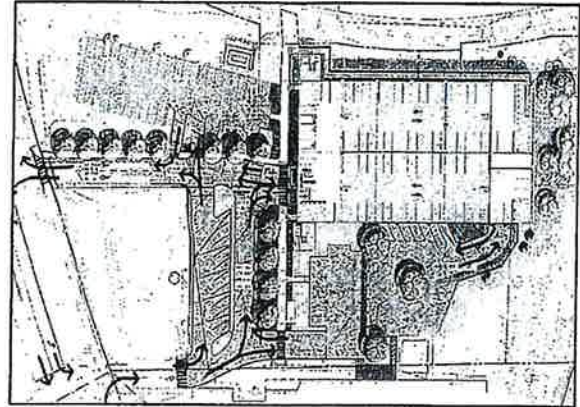
As we recently discussed, the City of Clifton seeks a site feasibility study for the development of a parking garage on two sites. Tax Map Block Lot is the site to be evaluated for a garage supporting the Clifton Downtown SID and Tax Map Block Lot is the site to be evaluated for a garage to support the Botany SID. Outlined below is our detailed scope of services to undertake the site feasibility studies and the associated professional fee.





- Total vehicle capacity, space dimensions, and per-level car counts for the garages
- Locations of garage vehicle entries and exits
- Internal traffic flow
- Isometric views and typical levels of the facilities
- Connection of the parking facilities to existing and potential development
- Location of any potential development on the sites
- Recommendations for creating street level vibrancy

8. Prepare a preliminary financial / break even analysis – for each facility including estimated development costs, bond and financing costs. The analysis will include:



- A high level order of magnitude cost estimate for the selected sites. Development costs to include design, soft costs, construction, construction supervision and contingencies (any land cost to be estimated by City officials).
- Estimated finance costs to include debt service, bond issuance fees, and consultant fees.
- Projected operating cost of the facility including an appropriate capital reserve fund.

Submit Draft and Final Report / Presentation

1. The THA Team will prepare a DRAFT report summarizing the study which will include the following:
 - a. Conceptual site plans illustrating parking facilities in a PowerPoint format to include two-dimensional site plan with precedent pictures communicating additional planning ideas and strategies.
 - b. Concept narrative for each facility
 - c. Preliminary financial analysis to include high level order of magnitude cost estimate for garages, anticipated debt service, operating costs and capital maintenance reserves.
2. Upon review of the DRAFT and the provision of comments by the City regarding the study, THA will prepare and submit the FINAL report.
3. We anticipate attending up to two (2) meetings to undertake this task and conference calls / webinars as needed.

FEE PROPOSAL

THA will provide the services outlined above for a Lump Sum Professional Fee of **Seventeen Thousand Eight Hundred Dollars (\$17,800.00) INCLUSIVE of customary reimbursable expenses such as meeting travel, printing, etc.**

Please note that a three-dimensional facility renderings are not included in the aforementioned fee. Should the City request a rendering of the proposed parking facilities, THA can provide that service for an agreed upon additional lump sum fee.

THA is excited at the opportunity to work with the City of Clifton on this project and we look forward to delivering our services in a prompt and professional manner. For your reference, we have attached our Standard Terms and Conditions Form; as well as our Hourly Billing Rates. If you have any questions, comments, or need any additional information please contact us.



Sincerely,

A handwritten signature in dark ink, appearing to read "J. M. Zullo", written in a cursive style.

Jim Zullo
Vice President, AICP, CAPP

AUTHORIZATION

Signature: _____

Name: _____

Title: _____

Date: _____



HOURLY BILLING RATES

OFFICERS

President / Vice President / Principal	\$260
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ENGINEERING / ARCHITECTURAL / PROJECT MANAGEMENT

Senior Project Manager	\$220
Project Manager	\$195
Senior Engineer/Architect	\$195
Project Architect	\$190
Assistant Project Manager	\$160
Project Engineer	\$135
Project Designer	\$135

PARKING CONSULTING

Senior Parking and Mobility Consultant	\$215
Parking and Mobility Specialist	\$130
Parking and Mobility Analyst	\$85

ADMINISTRATION

Business Manager	\$140
Administrative Assistant	\$75

Effective January 2023, the above rates are adjusted annually without prior notice.



TERMS & CONDITIONS OF SERVICES (C-S)

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. 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*.

E. 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.

F. 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.

G. 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.

H. 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.

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. THA Consulting, Inc.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ►	
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
5 Address (number, street, and apt. or suite no.) See instructions. 470 Norristown Rd., Suite 200	Requester's name and address (optional)
6 City, state, and ZIP code Blue Bell, PA 19422	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-					
or								
Employer identification number								
2	3		-	2	7	5	6	4 0 8

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of
U.S. person ►

[Signature]

Date ►

7/7/2023

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

if you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Required Pursuant to N.J.S.A. 19:44A-20.8

Part I – Vendor Affirmation

Mayor Raymond Grabowski	Councilwoman Lauren E. Murphy
Councilman William Gibson	Councilwoman Rosemary L. Pino
Councilman Joseph Kolodziej	Councilwoman Mary Sadrakula
Councilman Antonio Latona	Or any of their committees

Part II – Ownership Disclosure Certification
☒ I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

☐ Partnership
☐ Limited Partnership

☒ Corporation

☐ Sole Proprietorship☐ Subchapter S Corporation☐ Limited Liability Partnership

Part 3 – Signature and Attestation:

Part 3 – Signature and Attestation:
The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: THA Consulting, Inc.

Authorized Signature of Affiant:

Date: 17/13/2023

Authorized Signature of Affiant: _____
Title: Executive Chairman

Printed Name:

Janice Haahs

Subscribed and sworn before me this the 13th day of

Subscribed and sworn to on
July, 2023.

My Commission expires: March 9, 2024

(Witnessed or attested by)

(Seal)

Commonwealth of Pennsylvania - Notary Seal
Jean S Choi, Notary Public
Montgomery County
My commission expires March 9, 2024
Commission number 1362391
Member, Pennsylvania Association of Notaries

PURCHASE ORDER



CITY OF CLIFTON

DIVISION OF PURCHASING

900 CLIFTON AVENUE
CLIFTON, NJ 07013

TEL (973) 470-5288 FAX (973) 470-9458

SIGN & RETURN PURCHASE ORDER TO FINANCE

V
E
N
D
O
R

6919

THA CONSULTING INC.
550 TOWNSHIP LINE RD.
SUITE 100
BLUE BELL PA 19422
RAY SOHN

THIS P.O.# MUST APPEAR ON ALL
VOUCHERS, CORRESPONDENCE,
INVOICE, SHIPMENTS, ETC.

49119

PO DATE
06/09/2023

CONTRACT NO.

REQ NO.
50726

DEPARTMENT
City Manager

Ref:

Project:

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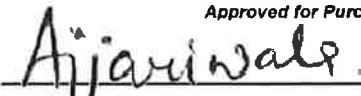
CITY MANAGER'S OFFICE
CITY OF CLIFTON
900 CLIFTON AVENUE
CLIFTON NJ 07013

DESCRIPTION / SPECIAL INSTRUCTIONS

CITY MANAGER: SITE FEASIBILITY STUDY

ACCOUNT	QUANTITY	UNIT	ITEM DESCRIPTION	UNIT PRICE	TOTAL
23-286-56-850-805	1.000		Reserve for Main Avenue - Parking PROJECT NBR23108.00 SITE FEASIBILITY STUDY FOR CONSTRUCTION OF PARKING GARAGE IN THE CLIFTON SID BOTANY AREA AND CLIFTON DOWNTOWN Awarding Resolution R292-23 dated June 7,2023 attached As approved by City Council -Action Item A-24 dated March 21,2023 based on Proposal dated March 13,2023	10680.000	10,680.00
23-286-56-850-805	1.000		PROFESSIONAL SERVICES THROUGH APRIL 30,2023 INV# 0014701	7120.000	7,120.00
23-286-56-850-805	1.000		Funds released to PO 49352 PROFESSIONAL SERVICES THROUGH MAY 31, 2023 INV# RO-0014806 Funds released to PO 49352 FOR PAYMENT ONLY - ORIGINAL PO 49119 INV# RO-	-8010.000	-8,010.00
23-286-56-850-805	1.000		Funds released to PO 50325 PROFESSIONAL	-2670.000	-2,670.00
PO Total					Continued...

NO ORDER VALID UNLESS SIGNED BELOW

Approved for Purchase  Purchasing Agent	Certification of Funds  Finance Office / CFO
---	--

DEPARTMENT CERTIFICATION I having knowledge of the facts certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures.	
Signature	Date

VENDOR'S CERTIFICATION & DECLARATION I do solemnly declare and certify under the penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person or persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.		
X Vendor Sign Here DATE		
Name (Print or Type)		
Approved for payment	Check #	Date

PURCHASE ORDER

THIS P.O.# MUST APPEAR ON ALL
VOUCHERS, CORRESPONDENCE,
INVOICE, SHIPMENTS, ETC.

49119



CITY OF CLIFTON

DIVISION OF PURCHASING

900 CLIFTON AVENUE
CLIFTON, NJ 07013

TEL (973) 470-5288 FAX (973) 470-9456

PO DATE
06/09/2023

CONTRACT NO.

REQ NO.
50726

DEPARTMENT
City Manager

SIGN & RETURN PURCHASE ORDER TO FINANCE

V
E
N
D
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R

6919

THA CONSULTING INC.
550 TOWNSHIP LINE RD.
SUITE 100
BLUE BELL PA 19422
RAY SOHN

S
H
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Ref:

Project:

CITY MANAGER'S OFFICE
CITY OF CLIFTON
900 CLIFTON AVENUE
CLIFTON NJ 07013

DESCRIPTION / SPECIAL INSTRUCTIONS

CITY MANAGER: SITE FEASIBILITY STUDY

ACCOUNT	QUANTITY	UNIT	ITEM DESCRIPTION	UNIT PRICE	TOTAL
			SERVICES THROUGH JULY 31, 2023 INV# RO-0014934 Funds released to PO 50325 FOR PAYMENT ONLY - ORIGINAL PO 49119 INV# RO-		
PO Total					7,120.00

NO ORDER VALID UNLESS SIGNED BELOW

Approved for Purchase

Purchasing Agent

Certification of Funds

Finance Office / CFO

DEPARTMENT CERTIFICATION

I having knowledge of the facts certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures.

Signature

Date

VENDOR'S CERTIFICATION & DECLARATION

I do solemnly declare and certify under the penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person or persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one

X

Vendor Sign Here

DATE

Name (Print or Type)

Approved for payment

Check #

Date

Date	Src	PO#	Check#	Account	Invoice #	Explanation	AMOUNT
6919 - THA CONSULTING INC. Payments issued:							
6/21/2023	PO	49119	902025	23-286-56-850-805	0014701	PROFESSIONAL SERVICES THROUGH APRIL 30,2023	7,120.00
7/06/2023	PO	49352	902127	23-286-56-850-805	0014806	PROFESSIONAL SERVICES THROUGH MAY 31, 2023	8,010.00
9/06/2023	PO	50325	902524	23-286-56-850-805	0014934	PROFESSIONAL SERVICES THROUGH JULY 31,2023	2,670.00

							17,800.00 (* PAID)

Invoice

THA Consulting, Inc.
(fdba Timothy Haahs and Associates, Inc.)
144 Livingston Avenue
New Brunswick, NJ 08901

August 8, 2023

Project No: NBR23108.00

Invoice No: 0014934

Dominick Villano
City of Clifton
900 Clifton Ave
Clifton, NJ 07013

Project NBR23108.00 City of Clifton Site Feasibility Study

Professional Services through July 31, 2023

Fee

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Site Feasibility Study	17,800.00	100.00	17,800.00	15,130.00	2,670.00
Total Fee	17,800.00		17,800.00	15,130.00	2,670.00
	Total Fee				2,670.00
			Total this Invoice		\$2,670.00

Billings to Date

	Current	Prior	Total
Fee	2,670.00	15,130.00	17,800.00
Totals	2,670.00	15,130.00	17,800.00

REMIT TO

THA Consulting, Inc.
470 Norristown Rd, Suite 200
Blue Bell, PA 19422

ACH/Wire

Beneficiary Name: THA Consulting, Inc.
Bank: PNC Bank, 1600 Market St, Philadelphia, PA 19103
Account #8620834256 / ABA #031000053 / SWIFT #PNCCUS33

For any inquiries: accounting@tha-consulting.com
Please reference THA consulting invoice # with your payment.



Invoice

THA Consulting, Inc.
(fdba Timothy Haahs and Associates, Inc.)
144 Livingston Avenue
New Brunswick, NJ 08901

Dominick Villano
City of Clifton
900 Clifton Ave
Clifton, NJ 07013

June 8, 2023

Project No: NBR23108.00

Invoice No: 0014806

Project NBR23108.00 City of Clifton Site Feasibility Study

Professional Services through May 31, 2023

Fee

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Site Feasibility Study	17,800.00	85.00	15,130.00	7,120.00	8,010.00
Total Fee	17,800.00		15,130.00	7,120.00	8,010.00
Total Fee					8,010.00
Total this Invoice					\$8,010.00

Outstanding Invoices

Number	Date	Balance
0014701	5/8/2023	7,120.00
Total		7,120.00

Billings to Date

	Current	Prior	Total
Fee	8,010.00	7,120.00	15,130.00
Totals	8,010.00	7,120.00	15,130.00

Please Remit and Make Payable To:
THA Consulting, Inc.
550 Township Line Road, Suite 100
Blue Bell, PA 19422


Jim Zullo, LEED AP, CAPP
President



Invoice

THA Consulting, Inc.
(fdba Timothy Haahs and Associates, Inc.)
144 Livingston Avenue
New Brunswick, NJ 08901

Dominick Villano
City of Clifton
900 Clifton Ave
Clifton, NJ 07013

May 8, 2023

Project No: NBR23108.00

Invoice No: 0014701

Project NBR23108.00 City of Clifton Site Feasibility Study

Professional Services through April 30, 2023

Fee

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Site Feasibility Study	17,800.00	40.00	7,120.00	0.00	7,120.00
Total Fee	17,800.00		7,120.00	0.00	7,120.00
Total Fee					7,120.00
Total this Invoice					\$7,120.00

Billings to Date

	Current	Prior	Total
Fee	7,120.00	0.00	7,120.00
Totals	7,120.00	0.00	7,120.00


Jim Zullo, LEED AP, CAPP
President

Please Remit and Make Payable To:
THA Consulting, Inc.
550 Township Line Road, Suite 100
Blue Bell, PA 19422

