

CONTRACT

THIS CONTRACT is entered into as of the 15th day of August, 2024, between the **MIDDLESEX COUNTY IMPROVEMENT AUTHORITY**, a public body corporate and politic of the State of New Jersey, with an office located at 101 Interchange Plaza, Cranbury, New Jersey 08512 (hereinafter the “MCIA”), and **THA CONSULTING INC.** having a mailing address of 144 Livingston Ave, New Brunswick, New Jersey 08901(hereinafter the “Contractor”).

WITNESSETH:

In consideration of the mutual covenants contained herein, the parties agree as follows:

1. **Authorization.** By Resolution #24-40, dated August 14 , 2024, the MCIA awarded a contract to Contractor.
2. **General Scope of Service.** Contractor shall provide Parking Operational Plan Development related services (the “Services”) as described in their May 15, 2024 Proposal annexed as Exhibit A.
3. **Compensation.** Contractor shall be compensated for the timely and complete performance of its obligations under this Contract, as follows:

The cost for the provision of the Services shall be a total cost not to exceed \$30,500.00 per the fee scheduled contained in their May 15, 2024 Proposal.
4. **No Assignment.** The MCIA has awarded this Contract to Contractor due to the expertise of Contractor in its field, and due to the unique and specialized services to be performed. Accordingly, this Contract may not be assigned by Contractor without the MCIA’s consent.
5. **Term.** This is a contract commencing as of August 15, 2024 and terminating August 14, 2025.

6. **Default/Termination.** Notwithstanding anything contained herein in the event of the default of the Contractor to provide the Services, the MCIA may terminate the Contract without penalty on ten (10) days written notice to Contractor. Further, Contractor and the MCIA may terminate the Contract without penalty on thirty (30) days written notice to the other party.
7. **Termination.** It is understood and agreed to by the Contractor that the Authority may cancel this contract at any time by giving prior written notice of said cancellation to the Contractor within sixty (60) days prior to the effective cancellation date.
8. **Non-Discrimination.** Contractor shall not discriminate in the furnishing of its services or hiring practices due to race, color, national origin, disability, nationality, religion, sex, marital status, age, ancestry, gender identity or expression, or affectional or sexual orientation.
9. **Affirmative Action.** Contractor shall conform to the State of New Jersey Affirmative Action requirements attached hereto and made a part hereof as Exhibit B.
10. **Notices.** All notices required or permitted to be given under this Contract shall be in writing and sent by certified mail, return receipt requested, or by recognized overnight delivery service, to the parties at the addresses listed below:

CONTRACTOR: THA Consulting Inc.
 144 Livingston Ave
 New Brunswick, New Jersey 08901
 Attention: James M. Zullo, President

MCIA: Middlesex County Improvement Authority
101 Interchange Plaza
Cranbury, New Jersey 08512
Attention: H. James Polos, Executive Director

Louis N. Rainone, General Counsel
Rainone Coughlin Minchello, LLC
555 Route One South, Suite 440
Iselin, New Jersey 08830

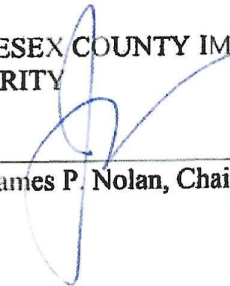
11. **Governing Law.** This Contract shall be construed in accordance with and governed by the laws of the State of New Jersey, without regard to the conflicts of laws or choice of law provisions thereof.
12. **Severability.** If any provision of this Contract shall be held invalid, its invalidity shall not affect any other provisions of this Contract that can be given effect without the invalid provisions, and for this purpose the provisions of this Contract are deemed to be severable.
13. **No Waiver.** No delay or failure by the MCIA to exercise any right under this Contract, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.
14. **Entire Agreement.** This Contract constitutes the entire agreement between the parties hereto. This Contract shall not be altered, amended, supplemented or terminated except by an agreement in writing, signed by both parties hereto.
15. **Records Retention.** Contractor shall maintain all documentation related to services under this contract for a period of five (5) years from the date of final payment. Such records shall be available to the New Jersey Office of the State Comptroller upon request.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the date above written.

ATTEST:


Christine D'Agostino, Secretary

MIDDLESEX COUNTY IMPROVEMENT
AUTHORITY

By: 
James P. Nolan, Chairman

WITNESS:


Eric Menzel

THA CONSULTING INC.

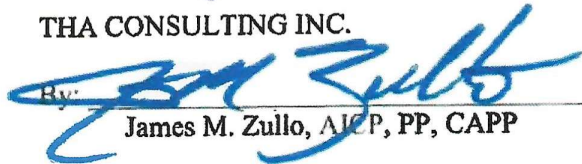
By: 
James M. Zullo, AICP, PP, CAPP

Exhibit A

MAY 15, 2024

OPERATIONAL PLAN DEVELOPMENT PROPOSAL

THA CONSULTING INC.

144 Livingston Ave.

New Brunswick, New Jersey 08901



THA CONSULTING

Middlesex County Improvement Authority

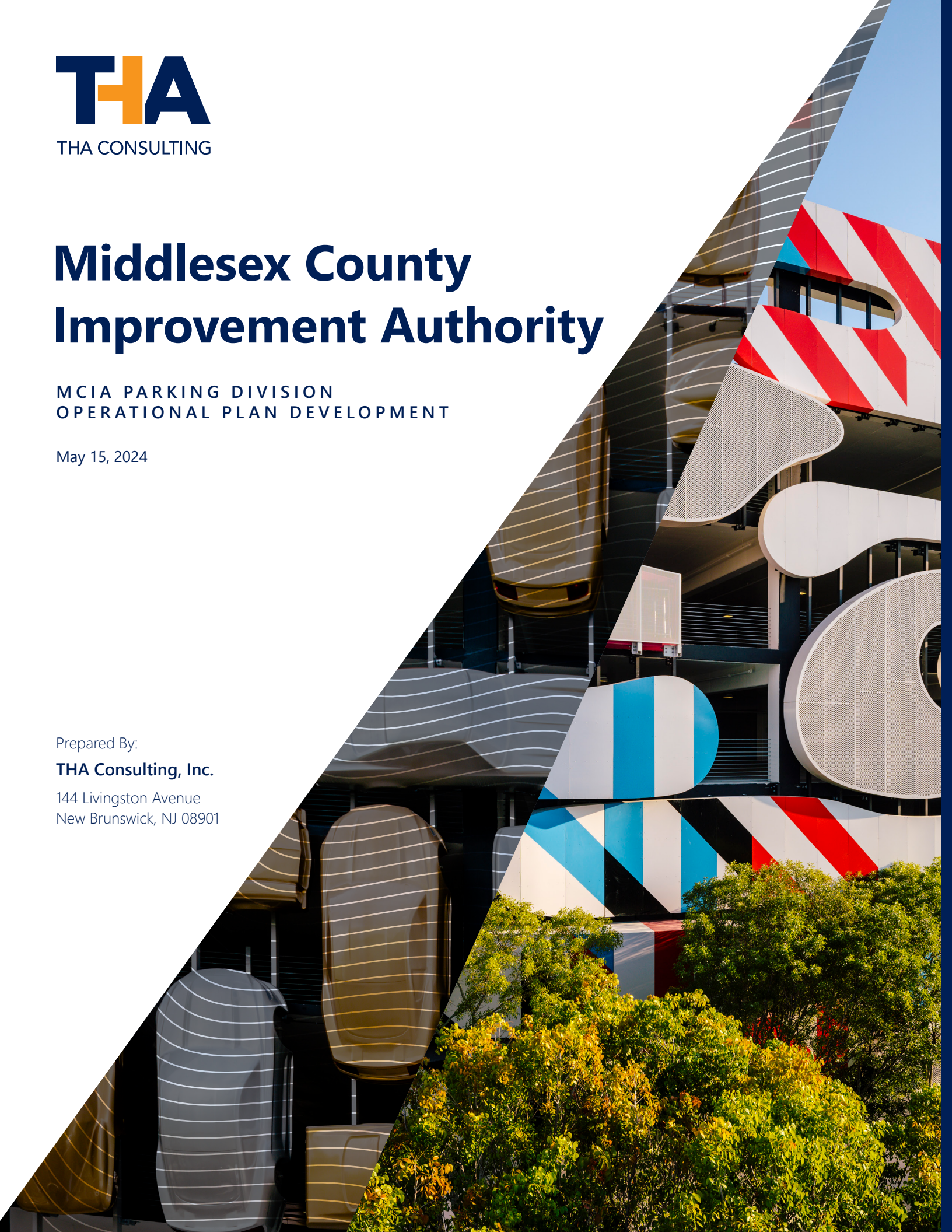
MCIA PARKING DIVISION
OPERATIONAL PLAN DEVELOPMENT

May 15, 2024

Prepared By:

THA Consulting, Inc.

144 Livingston Avenue
New Brunswick, NJ 08901





THA CONSULTING, INC., M/W/DBE

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 30 years through our considerable project experience and practical knowledge of these unique project types.

PROJECT AWARDS

Green Street Parking Garage, Newark, NJ
Award of Excellence
International Parking Institute, 2023

Guntzer Street Parking Garage, Fort Lee, NJ
Award of Merit
International Parking Institute, 2023

University of Kentucky Parking Garage, Lexington, KY
Award of Excellence
International Parking Institute, 2022

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

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 EXPERIENCE

Metuchen Parking Study

Metuchen - The District Shared Parking Analysis
 East Brunswick Commuter Parking Demand
 New Brunswick Parking Authority On-Call Consulting
 UCIA Parking Garage Shared Analysis
 Plainfield The Green Building
 Rutgers University On-Call Services
 City of Summit Parking Consulting
 Princeton University Lake Campus Garage Concepts
 Union County Master Plan/Demand Study
 Great Falls Parking Facility Feasibility
 Bloomfield Parking Study
 Union Township Parking Assessment
 East Orange Brick Church Shared Parking
 Bergen County Parking Demand Study
 Rahway PARCS Consulting
 Hamilton Development Parking Analysis
 The District-Berkeley Heights Consulting
 Westfield Master Plan Re-examination
 Avalon West Windsor Parking Consulting
 Newark On-Street Meter Study
 Asbury Park Parking Planning and Design
 51st Street Lot- Parking Study
 Pier Place Mixed-Use Parking Structure
 Newark Green St. Mixed-Use Parking Study
 Woodbridge Twp Avenel Station Pkng Study
 NJIT Parking Adequacy/Financial Analysis
 Woodbridge Township Parking Study Ph2
 Centra Redevelopment Shared Pkg Analysis
 Woodbridge Township Parking Study
 Fort Lee Guntzer Street Parking Study
 Springfield NJ Parking Assessment
 NJIT Financial Analysis Parking Study
 West Windsor Surface Lot Feasibility
 River Edge TOD
 Burlington County College Parking Study
 Hoboken Univ Medical Center Parking Study
 St. Michael's Medical Center Parking Study Update
 Glassboro Downtown Parking Mgmt Plan
 Sussex County Garage PARCS Feas. Study
 Newark Airport Off-Site Lot Feas. Study
 St. Michael's Medical Center Pkng Study

Metuchen

Metuchen
 East Brunswick
 New Brunswick
 Plainfield
 Plainfield
 Newark
 Summit
 Princeton
 Elizabeth
 Paterson
 Bloomfield
 Union
 East Orange
 Hackensack
 Rahway
 Somerset
 Berkeley Heights
 Westfield
 Princeton Junction
 Newark
 Asbury Park
 West New York
 Long Branch
 Newark
 Woodbridge
 Newark
 Woodbridge
 Metropark
 Woodbridge
 Fort Lee
 Springfield
 Newark
 West Windsor
 River Edge
 Pemberton
 Hoboken
 Newark
 Glassboro
 Newton
 Carneys Point
 Newark





JAMES M. ZULLO, AICP, PP, CAPP, LEED AP President

RELEVANT PROJECT EXPERIENCE

Camden Parking Authority Interim Executive Director Camden, NJ

Project Manager. Mr. Zullo served as the Interim Executive Director for the Parking Authority of the City of Camden in conjunction with Bier Associates. Mr. Zullo provided on-site management and advisement related to a number of on- and off-street parking policies and implementation strategies including planning and development of parking facilities, parking policy enforcement, parking management and operations, asset management, capital improvements, financing and budget development and marketing and administration tasks.

New Brunswick Parking Authority Advisory Services New Brunswick, NJ

Principal in Charge. THA provides the New Brunswick Parking Authority with professional parking consulting and advisory services on a regular basis. THA represents and advises the Authority throughout design and construction of various parking related projects. Services begin in the preliminary schematic design phase and continue through the end of construction, including 11th month walkthroughs. THA also provides comprehensive Owner's Representative services, to protect the interests of the Authority during each phase of the planning, design and construction process.

Town of Westfield On-Call Parking Consulting Services Westfield, NJ

Project Manager. THA was retained by the Town of Westfield to provide parking consulting services to assist the Town with the identification, evaluation, and development of parking planning, utilization, and development strategies to support redevelopment initiatives. THA evaluated the pre-COVID and existing parking utilization and redistributed the proposed parking supply to different user groups based on the projected parking demand. THA also proposed different strategies to reduce the parking demand to fit the Town's goal for the future development project.

City of Plainfield Master Planning Services Plainfield, NJ

Project Manager. THA was retained by H2M Architects & Engineers to provide consulting for the City of Plainfield's Master Plan. THA identified and outlined parking planning and management best practices, that would support the City's Master Planning and future smart growth/transit-oriented development. THA's analyses for the City's 2020 Master Plan identified smart growth and TOD parking planning, management strategies, and best practices to "right-size" the amount of parking for new development, as well as effectively utilize and manage existing parking assets.

Township of Woodbridge Parking Study Services Woodbridge, NJ

Project Manager. THA was retained by the Township of Woodbridge to provide a number of parking study services. A parking adequacy study was performed to provide an analysis of the existing parking supply and identify strategies to maximize parking utilization. This study looked at existing parking conditions on a normal day, as well as anticipated parking demand associated with proposed future developments. THA also evaluated two potential sites for possible development of a new parking facility. This study addressed a number of garage feasibility issues including size, cost, aesthetics, and feasibility of mixed-use integration. In addition, the parking study included the development of a preliminary financial / break even analysis to estimate the potential project financing and operational costs for the new parking facility in the Township.

Town of Westfield Comprehensive Parking Plan Westfield, NJ

Project Manager. THA was retained to conduct a parking requirement review, and recommend any appropriate modifications to the Town of Westfield's Central Business District (CBD) Zone, specific to residential, commercial, retail and restaurant requirements. The Town of Westfield intended to promote Transit-Oriented Development (TOD) in the CBD, and our analysis examined present parking requirements for residential, commercial and retail development in the CBD Zone, the actual utilization of TOD projects in Westfield along with similar transit oriented projects in other similar municipalities, and the presence of current and future alternative mobility strategies and services that impact parking utilization.

YEARS OF EXPERIENCE

35 Years

EDUCATION

Tulane University, Bachelor of English and Communications, 1983

New York University, Real Estate Institute,
Diploma in Real Estate, Investment Analysis
Concentration, 1989

Rutgers University, Master of City and
Regional Planning, 1996

PROFESSIONAL AFFILIATIONS

American Planning Association
International Parking & Mobility Institute
New Jersey Parking Institute
New York State Parking and Transportation
Association
Urban Land Institute

PUBLICATIONS

Parking and Transit Oriented Development
- Has COVID Cooled a Hot Market? IPMI
Magazine, 2021

Parking Planning for Transit Oriented
Development, Urban Land Institute
Magazine, 2011



ROAMY VALERA, CAPP

Executive Vice President/Project Manager

YEARS OF EXPERIENCE

34 Years

EDUCATION

Barry University, BA Public Administration,
1989

PREVIOUS EXPERIENCE

Miami Parking Authority, Deputy Director
SP+, Senior Executive
PayByPhone, Chief Client Officer
Automotus, President

PROFESSIONAL AFFILIATIONS

Florida Parking and Transportation
Association (FPTA)
International Parking & Mobility Institute
(IPMI) - Past Chairman of the Board

CERTIFICATIONS

Certified Administrator of Public Parking
(CAPP)

CONTACT INFORMATION

(954) 559-1744
rvalera@tha-consulting.com

EXPERIENCE

Roamy Valera, CAPP, serves THA Consulting's Miami and Atlanta offices as a parking specialist, focusing on providing industry leading planning, design and parking consulting services. He leads strategic planning initiatives to identify new market opportunities, develop business relationships, and expand the firm's client base. This involves assessing emerging trends in urban development, transportation, and parking technology to stay ahead of industry shifts.

An internationally respected leader with more than 34 years of industry experience including 11 years as a public administrator. A results-oriented professional with a proven success and track record in developing market verticals in the technology, parking, mobility and transportation industry. Critical thinker and adept negotiator who can apply extensive knowledge of industry trends, coupled with institutional and private sector expertise and contacts to develop business relations and growth opportunities. Consistently building and leading high performing teams.

He has also served as president of Automotus, a leading curb-management and climate-tech company helping cities monetize increased commercial vehicle traffic at the curb. Roamy also led PayByPhone as its Chief Client Officer responsible for overseeing the leading mobile payments provider global market client's growth and client's retention. He originally joined the company as the CEO of US & Canada where he excelled in growing and expanding the company's NA footprint, users and annual transactions.

In 2017, Roamy founded NewTown Advisors, a boutique executive management and business growth consulting practice representing a long list of national and international clients. He built his reputation in the municipal and institutional markets as a senior executive with SP Plus.

Roamy is also known throughout the industry as an industry visionary. As past chair of the International Parking and Mobility's board of directors, he has been instrumental in the industry's evolving focus on Mobility as a Service (MaaS), and he brings this expertise and a commitment to reducing the friction and removing the pain associated with parking and mobility.

Before founding NewTown Advisors he served as a senior executive with SP+ , where he was responsible and accountable for the municipal, higher-education and healthcare vertical markets. He also has extensive parking operations and management experience in both the private and public sectors.



YEARS OF EXPERIENCE

23 Years

EDUCATION

University of Florida,
Bachelor of Business Administration, 1997

University of South Florida,
Master of Business Administration, 2000

PROFESSIONAL AFFILIATIONS

Florida Parking and Transportation
Association (FPTA)
American Planning Association (APA)
International Parking & Mobility Institute
(IPMI)

CERTIFICATIONS

Certified Administrator of Public Parking
(CAPP)
LEED Accredited Professional
Certified Parking Professional (CPP)
(National Parking Association)
VEFS (SAE)
American Institute of Certified Planners
(AICP)

PUBLICATIONS

Into the Unknown, Parking & Mobility,
July 2022

How to Create Quality Linkages, The
Parking Professional, March 2011

Win-Win Parking Strategies, Planning
Magazine, May/June 2010

Are These Tough Economic Times an
Opportunity to Make Much-Needed
Changes to Parking?
The Parking Professional,
February 2010

VICKY M. GAGLIANO, MBA, CAPP, LEED AP, AICP, PARKSMART

Director of Parking Planning & Mobility Consulting

RELEVANT PROJECT EXPERIENCE

Glassboro Downtown Parking Management Plan Glassboro, NJ

Project Manager. For Sora Holdings, LLC, THA developed a downtown parking management plan for the Borough of Glassboro, NJ. THA reviewed the parking assets surrounding the proposed Rowan Boulevard mixed-use project. THA provided recommendations as to how the Borough should manage its parking assets, and discussed the impact these assets will have on the proposed development. The Borough will use this parking management plan as a tool to manage its parking assets to encourage patrons to park in the proposed garage, rather than on-street. THA also developed a residential parking permit program for the Borough.

Rahway Downtown Parking Study Rahway, NJ

Project Manager. For the Rahway Parking Authority, THA performed a downtown parking assessment, design study, and feasibility analysis. The study included a supply/demand analysis, future demand analysis, evaluation of vertical expansion of an existing parking structure, and evaluation of the financial and site feasibility of a new structure. The study also analyzed the diversity of users in the area, and the potential increase due to expansion. The study also identified strategies to meet future demand to ensure that the City's parking system continues to support downtown development and revitalization.

Borough of Metuchen Downtown Parking Assessment Metuchen, NJ

Parking Specialist. THA performed a parking assessment to plan for the future growth of the downtown area. THA analyzed the current parking supply, its users, and unique issues associated with the Borough's various facilities. THA also performed occupancy counts for all spaces within the study area, and identified areas of shortages and the number of new spaces required to meet them.

Borough of Metuchen District Development Shared Parking Study Metuchen, NJ

Project Manager. For the Borough of Metuchen, THA performed a shared parking analysis to evaluate the accuracy of a previous shared parking analysis conducted for the future District Development. The study also determined the number of parking spaces needed for the mixed-use development. THA identified each potential use of parking at the development, and estimated the parking demand throughout day. The study determined that with the implementation of recommended parking management practices, the proposed parking plan will accommodate the needs of District Development.

West Windsor Princeton Junction Master Plan West Windsor, NJ

Project Manager. The Township of West Windsor is in the process of creating a plan to revitalize the area surrounding Princeton Junction Train Station. For this project, the West Windsor community participated in design charrettes to determine best practices and solutions for development around the train station. THA played a significant role in the West Windsor Princeton Master Plan process, including providing consulting on critical issues such as parking layout and design. THA worked alongside the residents of West Windsor to determine which options and opportunities are best for their community.

Sussex County Judicial Center Parking Garage PARCS Study Sussex County, NJ

Project Manager. For the County of Sussex, NJ, THA provided a feasibility study for the implementation of an automated PARCS system for the County's Judicial Center parking garage. THA provided the County with solutions for implementing a financially self-sufficient system that provided increased access control, facility management, and security. The system was designed to accommodate monthly parkers, daily and hourly parkers, and provide an automated validation system for jurors.



May 15, 2024

James Polos
Executive Director
Middlesex County Improvement Authority
101 Interchange Plaza
Cranbury, NJ 08512
James.Polos@mciath.com

RE: MCIA Parking Division - Operational Plan Development

Dear Mr. Polos:

THA Consulting, Inc. (THA) is pleased to provide the Middlesex County Improvement Authority (MCIA) with our proposal to assist in developing an Operating Plan for the agency's Parking Division. Outlined herein is an overview of our firm, the project understanding, a detailed scope of services, and the proposed professional fee.

THA Consulting (THA) is a nationally recognized consulting, planning, design, and engineering firm that specializes in parking. We have completed over 1,200 parking projects and 1,000,000 parking spaces in the past 30 years. In addition to our parking expertise, we provide exceptional service and practical solutions to complex parking issues for municipal and governmental clients throughout New Jersey and the United States. Our parking specialists, engineers, architects, and planners focus on providing beneficial parking solutions to our clients in government, transit, real estate, education, and healthcare. THA has outstanding capabilities and hands-on municipal / governmental parking management experience to successfully work with the MCIA and develop an Operating Plan for the agency's Parking Division that identifies and implements effective "smart" parking strategies that are both innovative and practical.

PROJECT UNDERSTANDING

The MCIA seeks an experienced consulting firm with parking management expertise to assist the MCIA in the refinement / development of an Operating Plan for the MCIA Parking Division. The plan will help guide the Parking Division's operations, policies, technology, staffing, and allocation of responsibilities to assist the MCIA in the continued enhancement of the operational and management methodologies and the delivery of public parking services.

THA understands that the MCIA seeks to provide convenient, user friendly, reliable, and technology driven parking services and is committed to the identification and implementation of leading management, operational, financial, and efficiency best practices. To provide the requested consulting services for the development of an Operating Plan, THA has an outstanding team of parking management specialists highly familiar with the provision of public parking management services. Multiple THA staff have hands-on parking management experience to successfully work with the MCIA and its stakeholders to develop the Operating Plan. This experience allows us to evaluate any MCIA existing operations, policies, and practices and to identify improvements to support the MCIA's goals of maximizing the efficiency and effectiveness of its parking services.

In addition to our technical capabilities, responsiveness and client service are the hallmarks of the THA. Given our significant experience with numerous assignments and services similar to those outlined in this proposal, we recognize the importance of this project to the MCIA, and we will commit the necessary resources and expertise to meet or exceed your expectations.

SCOPE OF SERVICES

1. Upon notification of award, THA will host a virtual conference with the MCIA to discuss meeting schedule, site visits, , and point of contact for the MCIA. The intent of this call is to prepare all necessary documents and streamline the work process.
2. THA will submit a Request for Information (RFI) to obtain the following information, to the extent it is available, prior to the kick-off meeting for our initial cursory review and discussion:
 - MCIA and Parking Division Organizational Chart
 - Vision, Mission, and Guiding Principles of the MCIA and Parking Division
 - Parking Inventory presently managed
 - Any existing policies and practices regarding presently managed facilities
 - Information regarding any anticipated parking management, access, and revenue control systems
 - Customer Service training for staff
 - Standard operation procedures manuals for the various components of the Department's operations
 - Any other pertinent data related to the present or anticipated operations of the Parking Division
3. Kick-off Meeting – THA will meet with MCIA representatives to confirm project objectives, goals, and outcomes regarding the assignment. We will also review specifics regarding the information obtained through RFI's and identify any information that is outstanding and discuss any adjustments to the scope of services if necessary.
4. THA will conduct a site visit to the Carteret and Cancer Institute Garages and any other parking facilities to be managed by the MCIA.
5. THA will review parking access and revenue control systems and other parking management-related software tools that are being used, or are anticipated to be used, for facility management. We will identify opportunities for enhancement in terms of user convenience, flexibility, reduced maintenance, administrative efficiency, flexibility, and cash handling.
6. Based on the data gathered, discussion with MCIA representatives, and the site visits, THA will prepare a DRAFT MCIA Parking Division Operating Plan to include the following:
 - Proposed Mission and Guiding Principles for the Parking Division.
 - Proposed organizational / staffing chart for present (Carteret and Cancer Institute Facilities) and future operations.
 - Proposed job descriptions for personnel in the Parking Division.
 - Proposed communications strategies to promote the Parking Division and inform the public about parking system operations, locations, policies, and updates. The goal of the communications efforts is to communicate parking related information effectively to MCIA parking patrons.
 - Summary evaluation of parking access revenue control systems and software contemplated to be utilized by the MCIA and recommendations including payment, enforcement, and management equipment / technology to support parking operations and provide a high level of convenience for patrons. Task includes evaluation of the use of virtual or digital permits and license plate recognition (LPR) enforcement technology, the use of pay-by-phone services to regulate visitor and/or event parking activities, identification, and overview of select parking equipment, permitting and enforcement systems, guidance and occupancy systems, and other technologies.
 - Recommendations related to the use and management of parking facility security systems to enhance safety at MCIA operated facilities.
 - Outline of necessary accounting / control functions from revenue collection, deposits, bank reconciliations and



reporting.

- Summary evaluation of the pros / cons of engaging third party parking operators to provide parking management services under the direction of the MCIA.
- Outline of parking specific staff training opportunities and certifications for Parking Division staff to expand their knowledge of the parking industry trends and to effectively carry out their responsibilities.
- A maintenance schedule and checklist to provide the MCIA with direction for performing daily, weekly, monthly, semi-annual, and annual "inspections," so that the MCIA is proactive in the on-going maintenance of the parking facilities they manage.

7. Prepare a DRAFT Operating Plan recommendations and issue in electronic PDF format for ease of distribution.
8. Meet with MCIA representatives to discuss the draft plan and obtain feedback and comments.
9. Incorporate comments, as appropriate, into the Final Report and issue in electronic PDF format.

FEE PROPOSAL

THA will provide the services outlined above for a lump sum fee of **Thirty Thousand Five Hundred Dollars (\$36,500.00) inclusive of any customary reimbursable expenses for meeting travel, etc.** Additional services beyond those outlined herein can be provided on an hourly basis as per the attached rate sheet or on an agreed to lump sum basis.

On behalf of THA, thank you for the opportunity to submit the proposal for the services outlined above and we look forward to the opportunity of working with the MCIA to help improve the delivery of parking services. Please contact me with any questions, comments, or should you need additional information.

Sincerely,

A handwritten signature in black ink, appearing to read 'J M Zullo'.

James M. Zullo, AICP, PP, CAPP
President



HOURLY BILLING RATES

OFFICERS

President/CEO	\$275
Vice President/Principal	\$250

ENGINEERING / ARCHITECTURAL / PROJECT MANAGEMENT

Senior Project Manager	\$225
Project Manager	\$200
Senior Engineer/Architect	\$205
Project Architect	\$195
Assistant Project Manager	\$175
BIM Manager	\$160
Project Engineer	\$150
Project Designer	\$150

PARKING CONSULTING

Senior Parking and Mobility Consultant	\$225
Parking and Mobility Specialist	\$135
Parking and Mobility Analyst	\$90

ADMINISTRATION

Business Manager	\$142
Administrative Assistant	\$80

Effective January 2024, 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.

Exhibit B
AFFIRMATIVE ACTION/EQUAL OPPORTUNITY REQUIREMENTS

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

- a. 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 ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, 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 equal employment opportunity 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 non-discrimination clause;
- b. 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;
- c. The contractor or subcontractor will send to each labor union with which it has a collective bargaining agreement, a notice, to be provided by the Public Agency Contracting Officer advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment;
- d. 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.
- e. The contractor or subcontractor agrees to make good faith efforts to meet targeted County employment goals established in accordance with N.J.A.C. 17:27-5.2.
- f. The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies, including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, 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;

- g. 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;
- h. In conforming with the targeted 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, race, 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:

- a. Letter of Federal Affirmative Action Plan Approval;
- b. Certificate of Employee Information Report; or
- c. Employee Information Report Form AA 302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance).

The contractor and subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunities Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations and the MCIA shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.