

**TOWNSHIP OF MILLBURN
RESOLUTION 23-223
AUTHORIZING AND AWARDING A PROFESSIONAL SERVICES CONTRACT WITH THA
CONSULTING FOR PERFORMANCE OF ENGINEERING SERVICES**

WHEREAS, the Township of Millburn requires the performance of engineering services related to the restoration of the Millburn Parking Garage; and

WHEREAS, THA Consulting Inc. is qualified in training and experience to perform such services; and

WHEREAS, THA Consulting has provided the Business Entity Disclosure Certification in accordance with the N.J.S.A. 19:44A-20.8 and completed Political Contribution Disclosure Form; and

WHEREAS, the Local Public Contracts Law (NJSA 40A:11 et seq.) requires that a resolution authorizing the payment of such professional fees, without competitive bidding must be publicly advertised;

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Millburn, in the County of Essex as follows:

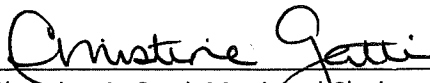
1. The Mayor and the Municipal Clerk are hereby authorized and directed to execute a contract, in a form subject to the approval of the Township Attorney, with THA Consulting, Inc., 144 Livingston Avenue, New Brunswick, New Jersey 08901 for professional Engineering Services for the restoration of the Millburn Parking Garage; as detailed in their submitted proposal dated July 27, 2023, in an amount expected not to exceed \$22,400.00.
2. That this contract is made without competitive bidding as "professional services" under the provisions of the Local Public Contracts Law of the qualitative nature of the services to be performed.
3. That a notice of this resolution shall be published in The Item of Millburn and Short Hills as required by law.

Adopted by Township Committee on September 5, 2023

I, Christine A. Gatti, Municipal Clerk of the Township of Millburn, do hereby certify this document to be a true copy of the original which is on file in my office.

Date:

9/8/2023


Christine A. Gatti, Municipal Clerk
Township of Millburn

PROFESSIONAL SERVICES AGREEMENT

Professional Engineering Services Related to Millburn Garage Restoration Engineering Services

THIS AGREEMENT, made this 5th day of September 2023,

BETWEEN: **THE TOWNSHIP OF MILLBURN**, a public body corporate and politic of the State of New Jersey with offices at 375 Millburn Avenue, Millburn, New Jersey 07041, hereinafter referred to as "OWNER", or "the TOWNSHIP"

AND: **THA Consulting, Inc., 144 Livingston Avenue, New Brunswick, New Jersey 08901**
hereinafter referred to as "CONSULTANT"

WITNESSETH:

WHEREAS, OWNER desires to secure professional services related to Millburn Garage restoration engineering services, hereinafter referred to as "the Services"; and

WHEREAS, CONSULTANT submitted a proposal for the performance of said services by proposal dated July 27, 2023 which is generally agreeable to OWNER and CONSULTANT shall serve as OWNER's professional services related to Millburn Garage restoration engineering services;

WHEREAS, the Township Committee adopted Resolution #23-223 on September 5, 2023 authorizing the execution of a professional services contract with THA Consulting, Inc.;

NOW, THEREFORE, in consideration of these premises and the mutual covenants, conditions and agreements contained herein, the parties hereto agree as follows:

SECTION 1 – SCOPE OF SERVICES OF CONSULTANT

1.1 General

Consultant shall provide professional services as hereinafter stated on an as needed basis and which generally include services set forth in its Proposal July 27, 2023 attached as Appendix A. The provisions of this Agreement supersede any and all writings, specifically including those set forth in the July 27, 2023 Proposal, discussions or understandings which are inconsistent herewith or which would impose requirements, liability, indemnification or other obligations upon Owner which are greater or in any way materially different from the Owner's obligations and responsibilities hereinafter set forth.

1.2 Standard of Care for Consultant Services

The CONSULTANT shall perform the Services in accordance with all current and applicable professional standards observed in the performance of professional services related to Millburn Garage restoration engineering services in New Jersey and which shall govern CONSULTANT'S responsibility for errors, omissions or negligent acts in the performance of the Services.

1.3 Liability

CONSULTANT shall not be responsible for the acts or omissions of any other consultants, any Contractor, any subcontractor, or any of their agents or employees or any persons (except the CONSULTANT's own employees, consultants and agents) however, nothing contained herein shall be construed to release CONSULTANT from liability for failure to properly perform duties undertaken by it under this Agreement.

1.4 Additional Services by Consultant

If authorized in writing by OWNER and agreed to in writing by CONSULTANT, CONSULTANT shall furnish, or obtain from others, additional services which will be paid for by OWNER as set forth in SECTION 3.

SECTION 2 - OWNER'S RESPONSIBILITIES

OWNER shall:

- 2.1 Assign in writing, specific professional services related to Millburn Garage restoration engineering services to be performed by CONSULTANT and provide all criteria and full information as to OWNER's requirements for the Services.
- 2.2 Assist CONSULTANT by placing at its disposal all available information pertinent to the Services including any other data relative thereto.
- 2.3 Arrange for access to and make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform its services.
- 2.4 Designate in writing a person to act as OWNER's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to materials, equipment, elements and systems pertinent to CONSULTANT's services.
- 2.5 Give prompt written notice to CONSULTANT whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT's services.
- 2.6 Furnish or request CONSULTANT to provide necessary Additional Services as required.

SECTION 3 - PAYMENTS TO CONSULTANT

- 3.1 CONSULTANT shall be paid for as needed services as set forth in Appendix A – Person – Hour/Cost Estimate based upon the submittal of monthly statements, as set forth with respect to the rates and tasks outlined in the proposal of July 27, 2023 and the Chief Financial Officer has certified funds in the estimated maximum amount of \$22,400.00. Payment shall be made in monthly installments and within 30 days of approval by the Township Committee, based upon a voucher containing a detailed description of the Services provided and charges calculated in accordance with the above Appendix A schedule.

SECTION 4 - GENERAL CONSIDERATIONS

- 4.1 Termination
- 4.1.1 This Agreement may be terminated by either party upon 30 days written notice to the other party in the event of substantial failure of the other party to perform in accordance with the terms hereof through no fault of the terminating party.
- 4.1.2 This Agreement may be terminated by the Township for its convenience upon 15 days written notice.
- 4.1.3 In the event of termination, as provided above, the CONSULTANT shall be paid in full for Services rendered and expenses incurred to the date of termination in an amount calculated in accordance with Section 3.1. That amount shall be paid upon CONSULTANT delivering or otherwise making available to the Township all data, reports, drawings, summaries or other information as may have been generated or accumulated by the CONSULTANT in performing the Services, whether complete or in progress.

4.2 Reuse of Documents

All documents prepared by CONSULTANT pursuant to this Agreement are instruments of service in respect to the Services and are not intended or represented to be suitable for reuse by OWNER. All documents and calculations prepared by CONSULTANT pursuant to this Agreement shall be the property of the OWNER but shall remain in the custody of the CONSULTANT unless the originals thereof are requested by OWNER whereupon they shall be delivered to OWNER without additional cost. CONSULTANT shall have the right to retain copies of any originals delivered to OWNER and such copies shall be made by CONSULTANT at its own expense. OWNER acknowledges that CONSULTANT has and will prepare all such documents for OWNER'S exclusive benefit in connection with the Services and that OWNER shall not appropriate the same for the benefit of any third party.

4.3 Release of Services Records

4.3.1 As used in this Paragraph 4.3, the term Records shall include, but not be limited to, any plans, reports, documents, field notes, or other items of work product generated for the Services which are reasonably necessary for its completion.

4.3.2. OWNER shall be entitled to promptly receive complete copies of all records generated for the Services after forwarding a written request to CONSULTANT.

4.4 Term of Service

CONSULTANT shall perform the Services as required during the period from the date hereof through August 31, 2023.

4.5 Controlling Law

This Agreement is governed by the Law of the State of New Jersey.

4.6 Successors and Assigns

4.6.1. OWNER and CONSULTANT each binds itself and its partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations of this Agreement.

4.6.2. Neither OWNER nor CONSULTANT shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this agreement without the written consent of the other. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent CONSULTANT from employing such independent consultants, associates and subcontractors as it may deem appropriate to assist it in the performance of services hereunder and following approval by OWNER.

4.6.3. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than OWNER and CONSULTANT.

4.7 Force Majeure

The CONSULTANT shall promptly notify the OWNER in writing of any situation or event arising from circumstances beyond its reasonable control and which it would not reasonably foresee which makes it impossible for the CONSULTANT to carry out in whole or in part its obligations under this Agreement, hereinafter referred to as "Force Majeure." If the OWNER does not agree that Force Majeure has occurred as stated in the above notice, it shall promptly notify the CONSULTANT of the OWNER's position. Upon

the occurrence of an event of Force Majeure, the CONSULTANT's services shall be deemed to be postponed for a period of time equal to that caused by the Force Majeure.

4.8 Insurance and Indemnification

CONSULTANT shall maintain insurance and indemnify the OWNER as follows:

4.8.1. Insurance

The CONSULTANT shall maintain at its own expense the following insurance covering any claims incurred or arising as a result of the CONSULTANT's performance, which insurance shall be issued by a carrier authorized to do business in the State of New Jersey and having agents upon whom service of process may be made in the State of New Jersey and shall contain at a minimum the following provisions, coverages and policy limits of liability. A Certificate of Insurance shall be provided showing the following coverage and limits:

- a. Commercial General Liability including blanket contractual and products/completed operations coverages. The limits of liability provided shall be no less than \$1,000,000 each occurrence, \$2,000,000 aggregate.
- b. Automobile Liability with liability limits of not less than \$1,000,000 combined single limit, including coverage for owned, non-owned, hired and/or borrowed vehicles.
- c. Worker's Compensation, in compliance with the Compensation Law of the New Jersey, Employer's Liability, with a statutory limit of not less than \$500,000.

- d. Professional Liability Insurance with limit of liability not less than \$1,000,000 per claim and \$2,000,000 aggregate. (A separate Certificate of Insurance shall be provided).

4.8.2. Further Insurance Provisions

- a. Notice of Cancellation. All Certificates of Insurance shall provide for and require thirty (30) days prior written notice to the Township of policy cancellation, termination or material alteration or change in insurance coverages.
- b. Term. Policies shall remain in full force and effect throughout the contract term. Upon expiration, Consultant shall provide new Certificates of Insurance with the same coverages as the prior policies, upon the failure of which, the Township shall have the right to terminate the Agreement.
- c. Subconsultants shall be named and covered by CONSULTANT's coverage in the same (and not cumulative) amounts or shall provide policies with the same coverages and policy limits above required in 5.8.1.
- d. OWNER, its elected officials, employees, consultants and agents shall be additional named insured/loss payees in the policies set forth in Section 4.8.1(a)(b)(c).

4.8.3. Indemnification

The CONSULTANT agrees to indemnify the Township and its officers, agents, and employees against all actions of any character brought because of any injury, damage or loss received or sustained by any person, persons, or property resulting, in whole or in part, from any asserted negligent act, error, or omission

of the CONSULTANT or its subconsultants, agents or employees. The CONSULTANT is not required to defend the Township, its officers, agents, or employees, or any of them from assertions that they were negligent, or indemnify them from liability based on their sole negligence. The indemnity required here shall not be limited by reason of the specification of any particular insurance coverage in this Agreement.

4.8.4. Any and all claims, disputes or other matters in controversy between CONSULTANT and OWNER shall be submitted to alternate dispute resolution. The OWNER maintains the right to select the type of alternate dispute resolution procedure for any dispute, however, it is anticipated that in most cases, the OWNER shall select mediation. This provision does not, in any way, prevent the OWNER or CONSULTANT from seeking injunctive or declaratory relief in court, at any time.

4.8.5 The Contractor and the Township hereby incorporate into this contract the mandatory affirmative action provisions set forth in Appendix B attached hereto. The Contractor or subcontractor, where applicable, agrees to comply with the provisions of Title 11 of the Americans with Disabilities Act of 1990 (*42 U.S.C. §12101, et seq.*).

This contract has been awarded to Contractor based upon the merits and abilities of the Contractor to provide the 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 the Contractor, 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 Millburn Township if a member of that political party is serving in an elective public office of that municipality when the contract is awarded, or to any candidate committee of any person serving in an elective public office of that municipality when the contract is awarded. Any Contractor receiving a contract from Millburn Township not awarded pursuant to the "fair and open" process defined at N.J.S.A. 19:44A-20.7 is subject to the provisions of N.J.S.A. 19:44A-20.26. This law provides that not later than ten (10) days prior to entering into any contract having an anticipated value in excess of \$17,500, the contractor shall disclose contributions required thereunder. This disclosure must certify that the Contractor has not made any political contributions that would render it ineligible under N.J.S.A. 19:44A-8 and N.J.S.A. 19:44A-16, to any member of the Township Committee or to any candidate for Township Committee or to any municipal committee that contributes to any member of or candidate for the Township Committee, which exceeds three hundred dollars (\$300.00) during the twelve (12) months prior to the award of the contract.

Contractor shall submit a Business Entity Disclosure Certification pursuant to N.J.S.A. 19:44A-20.8 and, if applicable, shall submit a Political Contribution Disclosure Form pursuant to N.J.S.A. 19:44A-20.26.

The Contractor has filed with the Township Clerk the Business Registration Certificate as required by N.J.S.A. 54A:7-1.2.

SECTION 5 - EXHIBITS

5.1 The following Exhibits are attached to and made a part of this Agreement.

5.1.1. Appendix A – Proposal dated July 27, 2023

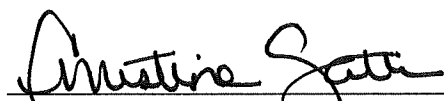
5.1.2 Appendix B – Mandatory Affirmative Action Provisions

SECTION 6 - ENTIRE AGREEMENT

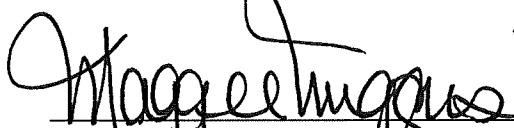
6.1 This Agreement, together with the Exhibits identified in SECTION 5 above, constitutes the entire Agreement between OWNER and CONSULTANT and supersedes all prior written or oral understandings. This Agreement and said Exhibits may only be amended, supplemented, modified or cancelled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first written above.

ATTEST:


Christine A. Gatti, Municipal Clerk

THE TOWNSHIP OF MILLBURN

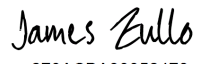

Maggee Miggins, Millburn Township Mayor

ATTEST:

DocuSigned by:

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THA Consulting, Inc.

DocuSigned by:

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Please print: James Bullo

Appendix A

July 27, 2023 Proposal



TOWNSHIP OF MILLBURN

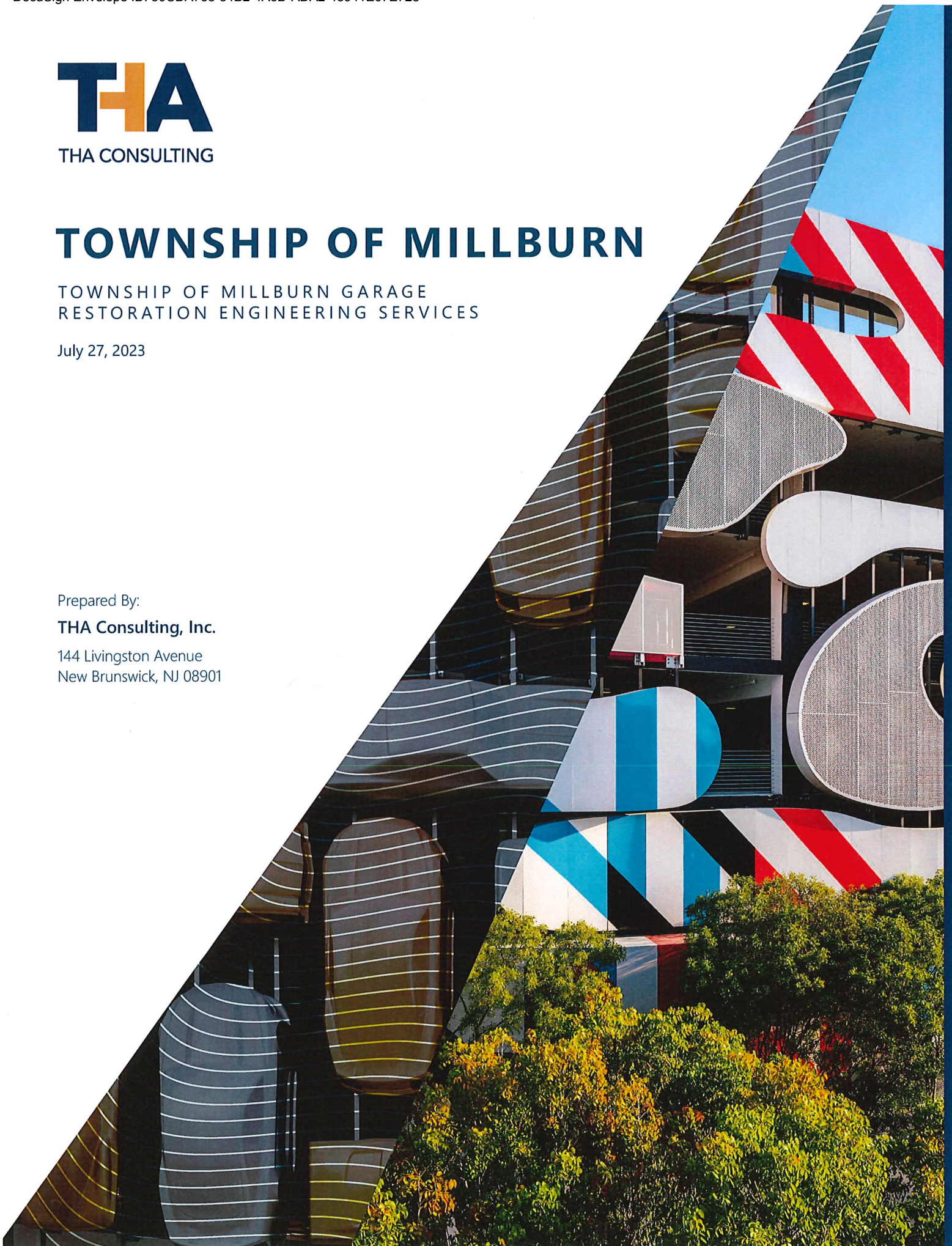
TOWNSHIP OF MILLBURN GARAGE
RESTORATION ENGINEERING SERVICES

July 27, 2023

Prepared By:

THA Consulting, Inc.

144 Livingston Avenue
New Brunswick, NJ 08901





THA Consulting, Inc.

144 Livingston Avenue
New Brunswick, New Jersey 08901
(732) 253-0690

March 28, 2023

Updated July 27, 2023

Alex McDonald
Business Administrator
Jerry Eger, CBO
Construction Official
Township of Millburn
375 Millburn Ave.
Millburn, NJ 07041

**RE: Township of Millburn Garage - Restoration Engineering Services
Millburn, NJ**

Dear Mr. McDonald and Mr. Eger:

THA Consulting, Inc. (THA) is pleased to provide the Township of Millburn (the Township) with our proposal to provide Restoration Engineering services for the Millburn Parking Garage in Millburn, NJ.

THA is a multi-disciplined engineering, architectural, and mobility consulting firm specializing in the planning, design, operation, and restoration of parking and mixed-use facilities. As specialists in the planning, design, construction, and renovation of parking and mixed-use structures, THA has completed over 1000 parking projects and 1,000,000 spaces in the past 29 years. THA has an experienced team of restoration specialists who perform condition appraisals and restoration services for a variety of clients throughout the Northeast. Since the inception of our firm, THA has provided clients with condition appraisals and the full spectrum of restoration and garage maintenance services to cost-effectively maintain and extend the life of the facilities. In the last four years alone, we have completed more than 100 parking facility restoration projects.



PROJECT UNDERSTANDING

The Township wishes to obtain restoration documentation and construction administration services for the repairs of the Millburn Garage with an estimated repair budget not to exceed \$235,000. The scope of work will coincide with the Phase 1 cost estimate budget included herewith and will be further defined during our confirmation survey of the facility as outlined in our scope of services below. Understanding this parking structure is an important asset serving the parking needs of the Township, we are excited to continue working with the Township and help maintain the condition of this structure, prolong its useful life, decrease long-term maintenance costs, and provide a safe environment for its users. Outlined below is our proposed scope of services and associated professional fee.

Millburn Garage Phase 1 Restoration
 July 27, 2023
 Page 2

SCOPE OF SERVICES

Millburn Garage Condition Appraisal Cost Analysis Based on THA's Survey in 2022			Unit	Unit Price	Phase 1 Quantity	Phase 1 Cost	Phase 2 Quantity	Phase 2 Cost
Structural Repair								
	Partial Depth Floor Repair	SF	\$ 100.00	120.00	\$ 12,000.00	0	\$ -	
	Shallow Depth Floor Repair	SF	\$ 80.00	95.00	\$ 7,600.00	0	\$ -	
	Static Floor Crack Repair	LF	\$ 12.00	540.00	\$ 6,480.00	0	\$ -	
	Overhead Surface Repair	SF	\$ 185.00	50.00	\$ 9,250.00	0	\$ -	
	Cementitious Overlay Application	SF	\$ 40.00	130.00	\$ 5,200.00	0	\$ -	
	Vertical Epoxy Injection Crack Repair	LF	\$ 110.00	145.00	\$ 15,950.00	0	\$ -	
	Vertical Surface Repair	SF	\$ 150.00	40.00	\$ 6,000.00	0	\$ -	
	Tee to Tee Connection Repair - Carbon Biscuit(2)	EA	\$ 500.00	20.00	\$ 10,000.00	0	\$ -	
	Galvanic Anodes(2)	EA	\$ 75.00	60.00	\$ 4,500.00	0	\$ -	
	Enclosure Spandrel Connection Repairs	EA	\$ 3,000.00	2.00	\$ 6,000.00	0	\$ -	
Waterproofing Repair								
	Cove & Joint Sealant Repairs	LF	\$ 13.00	2,782.00	\$ 36,166.00	1658	\$ 21,554.00	
	Vertical Sealant Repairs	LF	\$ 16.00	-	\$ -	780	\$ 12,480.00	
	Expansion Joint Replacement/Repair	LF	\$ 225.00	-	\$ -	330	\$ 74,250.00	
	Tee-to-Tee Joint Sealant Replacement	LF	\$ 15.00	3,970.00	\$ 59,550.00	2995	\$ 44,925.00	
	Traffic Deck Coating Replacement	SF	\$ 15.00	-	\$ -	20	\$ 300.00	
Non-Structural Items								
	Connection Cap Replacement	EA	\$ 125.00	-	\$ -	10	\$ 1,250.00	
	Stairs to be Cleaned	LS	\$ 5,000.00	-	\$ -	1	\$ 5,000.00	
	Railing to be Repainted	LS	\$ 2,000.00	-	\$ -	1	\$ 2,000.00	
	Debris to be Cleaned	LS	\$ 5,000.00	-	\$ -	1	\$ 5,000.00	
	Bird Control System Installation	LF	\$ 35.00	-	\$ -	1049	\$ 36,715.00	
	Storm & Sanitary Systems Cleaning	LS	\$ 2,000.00	-	\$ -	1	\$ 2,000.00	
	MEP Piping Rework	LS	\$ 5,000.00	-	\$ -	1	\$ 5,000.00	
	Signage Replacement	LS	\$ 1,000.00	-	\$ -	1	\$ 1,000.00	
	Line Re-striping & Traffic Arrows	LS	\$10,000.00	-	\$ -	1	\$ 10,000.00	
Sub-Total						\$178,696.00		\$221,474.00
Winter Deterioration (5% of subtotal, freeze-thaw cycle in winter 2022)					\$ 8,934.80			-
Winter Deterioration (10% of subtotal, freeze-thaw cycle in winter 2023)					-			\$ 22,147.40
Mobilization, Bond, Building Permit, Gen. Conditions (10%)					\$ 17,869.60			\$ 22,147.40
Contingency (15%)					\$ 26,804.40			\$ 33,221.10
Total Hard Repair Cost					\$ 233,000.00			\$299,000.00

Notes:

- 1) Total Hard Repair Cost is rounded to the nearest thousand.
- 2) Repair quantities of tee-to-tee connections and galvanic anodes are estimated numbers.
- 3) Unit Price currently shown is based on current market prices which were prepared considering labor shortage, material shortage, and inflation. Further pricing modifications may occur at time of restoration project bidding.

Task 1 – Confirmation Survey and Develop Scope of Work

For the Phase 1 restoration services referenced above, we will undertake the following:

1. Perform confirmation survey of the garage to document and quantify the repairs to be undertaken in Phase 1. The survey will consist of visual observations and documentation of the parking structure areas to be prioritized / repaired based on an estimated repair budget not to exceed \$235,000.
2. Develop the scope for the Phase 1 repairs as listed in the Construction Budget above.
3. We anticipate one (1) field visit to undertake the confirmation survey.

Millburn Garage Phase 1 Restoration
July 27, 2023
Page 3

Task 2 – Restoration Document Phase

1. Develop restoration documents and specifications for Phase 1 repairs:
 - a. Documents to depict all quantities on the drawings and in tabulated form for contractor take-off.
 - b. Documents to include specific repair details in accordance with International Concrete Restoration Institute (ICRI) and industry standards.
 - c. Documents to include unit pricing per repair type.
 - d. Documents to include general requirements for the bid package.
 - e. We will use existing floor plans of the garage to produce the required drawings.



2. Assure that the unit prices are listed in the drawings and are coordinated with the bid form.
3. Develop a preliminary restoration phasing plan to align with Township requirements and limit disruption to parking patrons.

Task 3 – Bidding & Construction Phase

1. Provide electronic technical bid documents to Township or directly to qualified Contractors. The Township to provide / prepare front end procurement and legal specifications.
2. Attend and lead pre-bid meeting:
 - a. Conduct a facility walk-through with potential contractors / bidders.
 - b. Answer contractor questions and issue clarifications, addendums and/or bulletins as may be required.
3. Review contractor bids for technical responsiveness to specifications and requirements. Develop a bid comparison spreadsheet to identify any inconsistencies between the unit prices. Resolve unit price discrepancies with the successful contractor prior to award.
4. Attend a kickoff meeting/site visit with the Township and the successful Contractor to set the expectations based on the documentation provided.
5. Review and approve the work phasing plan and schedule generated by the Contractor.
6. Review shop drawings, material submittals, and RFIs related to our work.
7. Issue sketches and/or bulletins as may be required to make minor modifications to the scope of work after the contract award.

Millburn Garage Phase 1 Restoration
July 27, 2023
Page 4

8. Review and verify any claims for change orders. Approved change orders will be charged against the contingency allowance that is included in the contract. At project close out, unused contingency allowance will be credited to the Township by a change order.
9. Review, comment, and approve the Contractor's progress payment applications.
10. Perform a punch list review at the completion of each phase and furnish the list to the Township and the Contractor.
11. Follow up with contractor to confirm completion of the punch list.
12. We anticipate up to eight (8) field visits during this phase, including pre-bid and kick-off meetings.

Task 4 – Post-Construction Phase

1. Perform an "11th-month" walk thru of the parking facility prior to expiration of workmanship warranties and notify the Township and the Contractor of any areas or matters that require repair / attention. Prepare a summary report of the items requiring attention by the contractor.

SCOPE OF SERVICES EXCLUSIONS

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

1. Restoration services related to repairs, replacement and/or upgrades that may be required to the mechanical, electrical, plumbing, and fire protection systems at this time.
2. Multiple printing of bid documents and specifications.
3. Development of as-built drawings (the Contractor will be responsible for producing progress and final as-built drawings).

QUALIFICATIONS

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

FEE PROPOSAL

THA will provide the services outlined above for a lump sum professional fee of **Twenty-Two Thousand Four Hundred Dollars (\$22,400.00) INCLUSIVE of customary reimbursable expenses for meeting travel, etc.**

We appreciate the opportunity to provide the Township of Millburn with our proposal, and we look forward to undertaking the work in a prompt and professional manner. For your reference, we have attached our Hourly Rates and Standard Terms and Conditions Form. Please do not hesitate to contact us should you have any questions or need any additional information from us.

Sincerely,



Jim Zullo, AICP, PP, CAPP
President

Millburn Garage Phase 1 Restoration

July 27, 2023

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ENCL:

1. THA Standard Terms and Conditions Form
2. THA Hourly Billing Rates

AUTHORIZATION

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

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.

Appendix B

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

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 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 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 an 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 will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the 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.

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 meet targeted county employment goals established in accordance with 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, 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.

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 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:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (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 its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance 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 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.**