

AGREEMENT TO PROVIDE PROFESSIONAL SERVICES FOR PARKING SYSTEM MANAGEMENT CONSULTANT SERVICES TO THE CITY OF PLAINFIELD

THIS AGREEMENT, made as of November 8, 2023, by and between the CITY OF PLAINFIELD, a municipal corporation of the State of New Jersey, having its principal offices at 515 Watchung Avenue, Plainfield, New Jersey 07060 (hereinafter referred to as "City") and THA Consulting, Inc. having its principal place of business located at 144 Livingston Ave, New Brunswick, NJ 08901, (hereinafter referred to as "Contractor").

I.

TERM OF CONTRACT

The term of the contract will be for a one period commencing on January 1, 2023, and ending December 31, 2023.

II.

INSURANCE

General Liability Insurance - Prior to the start of any work, Contractor shall provide proof of General Liability Insurance with limits of not less than one million dollars \$1,000,000.00 any one person and \$1,000,000.00 any one accident for bodily insurer and property damage. General Liability Insurance shall be maintained in full force during the life of the contract.

Workers Compensation Insurance - Workers Compensation Insurance shall be maintained in full force during the life of the contract, covering all employees engaged in performance of the contract pursuant to N.J.S.A. 34:15-12(a) and N.J.A.C. 12:235-1.6.

Automotive Liability Insurance - Automotive liability insurance covering Contractor for claims arising from owned, hired and non-owned vehicles with limits. Comprehensive Automobile Liability Insurance with the following minimum limits of liability: Bodily injury \$1,000,000.00 each occurrence. Property Damage \$1,000.00 each occurrence

Certificates of Insurance for those policies required above shall be submitted prior to work commencing. Such coverage shall be with an insurance company authorized to do business in the State of New Jersey and shall name the City as an additional insured.

Indemnification - Contractor shall indemnify and hold harmless the City from all claims, suits or actions, and damages or costs of every name and description to which the Contractor may be subjected or put by reason of injury to the person or property of another, or the property of the City, resulting from negligent acts or omissions on the part of the Contractor, the Contractor's agents, servants or subcontractors in the delivery of good and services, or in the performance of the work.

III.

FEES

For services rendered under this contract, Contractor will be paid according to the Resolution R247 - 23 and shall not exceed the amount of \$30,000.00.

IV.

SCOPE OF SERVICES

The following is a summary of the Scope of Services to be provided by the Contractor:
Parking System Management Consultant Services to the City of Plainfield.

V.

PAYMENTS

Payment for services rendered by Contractor shall be due upon presentation to the authorized designee of the City of Plainfield, a detailed invoice describing the services rendered and the materials used on the form provided by the City. It is agreed that all invoices are to be submitted to the City's authorized designee. The invoices shall be reviewed and approved as to form and documentation before payment will be made. All statements for services rendered will be presented on a monthly basis.

The total payments hereunder shall in no event exceed the lawful appropriations set forth herein.

VI.

NO WAIVER

The failure of the City at any time to insist upon a strict performance of any terms, conditions and covenants herein shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained.

VII.

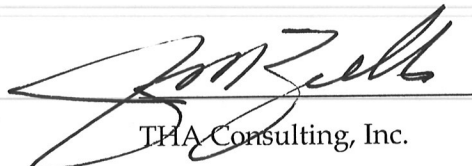
NOTICES

All notices given pursuant to this Agreement shall be in writing and delivered by mailing same, by regular mail, to the respective parties at the addresses set forth below:

As to the City:

David L. Minchello, Corporation Counsel
City of Plainfield
Plainfield, New Jersey 07060

As to Contractor:


THA Consulting, Inc.
New Brunswick, NJ 08901

Abubakar Jalloh, City Clerk
City of Plainfield
515 Watchung Avenue
Plainfield, New Jersey 07060

VIII.

ENTIRE AGREEMENT

This Agreement shall be binding on the heirs, successors, and assigns of each party hereto, and consists of the following documents, which are incorporated by reference and shall constitute the "Agreement":

1. This Agreement;
2. The Publicly Solicited Invitation for RFQ, submission date February 8, 2023.
3. RFQ submitted by Contractor on February 22, 2023.
4. City of Plainfield Resolution R247-23 duly adopted on June 12, 2023 (attached).

This Agreement and its component parts contain all the terms and conditions agreed upon by the parties hereto, and there are no other agreements, oral or otherwise, between the parties regarding the subject matter of this Agreement. This Agreement is made subject to and shall be construed and governed by the laws of the State of New Jersey. This Agreement shall be binding on the heirs, successors, and assigns of each party hereto.

IX.

MODIFICATIONS

No alterations, changes, modification or variations of this Agreement or the terms thereof shall be valid unless in writing and signed by both of the parties hereto or their duly authorized representative.

X.

TERMINATION OF CONTRACT

- A. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner obligations under the contract or if the Contractor shall violate any of the requirements of the contract, the City shall there upon have the right to terminate the contract by giving written notice to the Contractor of such termination and specifying the effective date of termination. Such termination shall relieve the City of any obligation for balances to the Contractor of any sum or sums set forth in the contract. City will pay only for goods and services accepted prior to termination.
- B. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the contract by the Contractor and the City may withhold any payments to the Contractor for the purpose

of compensation until such time as the exact amount of the damage due the City from the Contractor is determined.

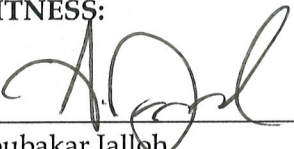
- C. The Contractor agrees to indemnify and hold the City harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the City under this provision.
- D. In case of default by the Contractor, the City may procure the goods or services from other sources and hold the Contractor responsible for any excess cost.
- E. Continuation of the terms of the contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the City reserves the right to cancel the contract.
- F. ACQUISITION, MERGER, SALE AND/OR TRANSFER OF BUSINESS, ETC.

It is understood by all parties that if, during the life of the contract, the Contractor disposes of his/her business concern by acquisition, merger, sale and/or transfer or by any means convey his/her interest(s) to another party, all obligations are transferred to that new party. In this event, the new Owner(s) will be required to submit all documentation/legal instruments that were required in the original bid/contract. Any change shall be approved by the City.

- G. The Contractor will not assign any interest in the contract and shall not transfer any interest in the same without the prior written consent of the City.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have hereunto affixed their hands and seals.

WITNESS:



Abubakar Jalloh
City Clerk

11/8/23

Date

CITY OF PLAINFIELD

By: 

Adrian O. Mapp
Mayor

11/8/2023

Date

Approved as to Form



David L. Minchello
Corporation Counsel

THA Consulting, Inc.

By: 

Name: James M. Zullo Date: 11/1/23
Title: President

COMMONWEALTH OF PENNSYLVANIA
STATE OF NEW JERSEY)

ss:

COUNTY OF MONTGOMERY)

On this 1 day of NOVEMBER, 2023

JAMES M. ZULLO, personally came before me and stated to my satisfaction that this person;

- a. is the maker of the foregoing document;
- b. is authorized to and did execute this document as an officer of IHA CONSULTING, INC. the Corporation named in this document; and,
- c. executed this document as the act of the corporation named in this document.

Christina Haahs

Notary Public

My Commission Expires: JUNE 23, 2025

OR

Commonwealth of Pennsylvania - Notary Seal
Christina Haahs, Notary Public
Montgomery County
My commission expires June 23, 2025
Commission number 1311309
Member, Pennsylvania Association of Notaries

COMMONWEALTH OF PENNSYLVANIA
STATE OF NEW JERSEY)

ss:

COUNTY OF MONTGOMERY)

I CERTIFY, that on NOVEMBER 1, 2023, JAMES M. ZULLO, personally came before me, and acknowledged under oath, to my satisfaction, that this person:

- (a) is named in and personally signed this document; and
- (b) signed, sealed and delivered this document as his or her voluntary act and deed.

CHRISTINA HAAHS

(Print name and the title below signature)

Notary Public