



UNION COUNTY IMPROVEMENT AUTHORITY

1499 US Highway One, North, 3rd Floor
Rahway, New Jersey, 07065
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(732) 382-9400 (732) 382-5862 fax

Resolution No. 41-2020

Date: July 1, 2020

RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY AUTHORIZING ADDITIONAL SERVICES FOR A PARKING OPERATIONS REVIEW AS PART OF THE PARKING ANALYSIS STUDY FOR THE PARK MADISON GARAGE

APPROVED AS TO FORM:
Lisa M. da Silva, RMC
Clerk of the Authority

APPROVED AS TO SUFFICIENCY OF FUNDS
☐ YES ☐ NO ☐ NONE REQUIRED
UNION COUNTY IMPROVEMENT AUTHORITY

	PRESENT	ABSENT	AYE	NAY	ABSTAIN	MOTION	SECOND
<i>Barnett</i>							
<i>Hockaday</i>							
<i>Kolibas</i>							
<i>Marshall</i>							
<i>Mojica, Secretary</i>							
<i>Salerno, Treasurer</i>							
<i>Shehata</i>							
<i>Huff, Vice Chairman</i>							
<i>D'Elia, Chairman</i>							

**RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY
AUTHORIZING ADDITIONAL SERVICES FOR A PARKING OPERATIONS
REVIEW AS PART OF THE PARKING ANALYSIS STUDY FOR THE PARK
MADISON GARAGE**

WHEREAS, the Union County Improvement Authority (the "Authority") was created by the Board of Chosen Freeholders of the County of Union as a public body corporate and politic of the State of New Jersey pursuant to the County Improvement Authorities Law, N.J.S.A. 40:37A-44 et seq. (the "Act"); and

WHEREAS, pursuant to N.J.S.A. 40:37A-55(t) of the Act, the Authority is empowered to enter into any and all agreements or contracts, execute any and all instruments, and do and perform any and all acts necessary, convenient or desirable for the purposes of the Authority, subject to the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq. (LPCL); and

WHEREAS, the Authority is the owner of the Park Madison Administration Building and Garage (for the purposes herein, the "Garage") located at 200 West Second Street in the City of Plainfield (the "City"); and

WHEREAS, Moon Builder, LLC (the "Redeveloper") has proposed the development of a mixed used development comprised of residential units, commercial space, on-site parking and other amenities (the "Project"), which will be situated in the TODD West Redevelopment Area and in the vicinity of the Garage; and

WHEREAS, in addition to the Project's on-site parking, the Redeveloper has indicated that it has a need for off-site parking to accommodate the needs of the residential units to ensure the feasibility and viability of the Project; and

WHEREAS, the Redeveloper has requested the dedication and use of 230-240 parking spaces in the Garage during the evening hours pursuant to the execution of an agreed upon shared parking agreement; and

WHEREAS, the Authority desired to obtain the professional services of a parking consultant to conduct a parking study of the Garage to determine the viability of a shared parking arrangement with the Redeveloper; and

WHEREAS, such professional services are an exception to the public bidding requirements of the LPCL, and the Authority has a need to acquire these services pursuant to a non-fair and open process in accordance with the provisions of N.J.S.A. 19:44A-20.4; and

WHEREAS, by Resolution 17-2020 the Authority approved the execution of a contract for the Parking Consultant (Tim Haahs & Associates, Inc) to immediately commence the Shared Parking Analysis portion of the Parking Study; and

WHEREAS, pursuant to Resolution 17-2020, the cost for the Shared Parking Analysis was to be borne solely by the Redeveloper and would be paid pursuant to an escrow agreement; and

WHEREAS, the Authority would like to approve the additional work for a parking operations review pursuant to the June 10, 2020 Proposal from Tim Haahs & Associates Inc. in a Not to Exceed amount of \$3,600.00; and

WHEREAS, Plainfield Madison Park LLC is willing to provide the additional escrow funds in the amount of \$3,600.00, to be deposited into the UCIA Park Madison Account for this parking operations review; and

WHEREAS, the Authority would like to approve the additional services as contained in the June 10, 2020 Proposal from Tim Haahs & Associates for the completion of the Shared Parking Analysis upon the deposit of the escrow; and

WHEREAS, the Authority desires to authorize the Parking Consultant to provide the additional services consistent with and in accordance with this Resolution.

NOW, THEREFORE, BE IT RESOLVED, by the Members of the Union County Improvement Authority as follows:

1. The Authority hereby authorizes the additional services to the Parking Consultant (TimHaahs & Associates, Inc.) pursuant to their June 10, 2020 proposal at a cost not to exceed \$3,600.00, work to commence upon deposit of the escrow funds into the UCIA Park Madison Account.
2. This Resolution shall take effect immediately.

June 10, 2020

David L. Minchello, Esq.
Partner
Rainone Coughlin Minchello, LLC
555 U.S. Route One South, Suite 440
Iselin, NJ 08830

Mr. Minchello,

It was a pleasure speaking with you regarding the Union County Improvement Authority (UCIA) Park Madison Garage in Plainfield, NJ and the opportunity to potentially share this parking resource with other development projects in Plainfield to support the City of Plainfield's on-going redevelopment. Timothy Haahs & Associates, Inc. (*TimHaahs*) is pleased to provide you with our proposal to provide a parking operations review as part of determining the extent to which the garage can be shared to support adjacent development. Outlined below is our understanding of the project, a detailed scope of services, and the associated professional fees for our scope of service.

PROJECT UNDERSTANDING

A developer is constructing a mixed-use development in downtown Plainfield the vicinity of the UCIA's Park Madison Garage. The project will contain parking spaces on-site but needs additional off-site parking. To that end, the developer has made a request for the use of 230-240 parking spaces in the UCIA Parking Madison garage during the evening hours. Currently, the UCIA Garage is used by employees and other users. The developer's consultant is going to develop a parking management plan to ensure that the sharing of the parking garage by the existing users and the residents of the proposed project occurs without conflict and ensures that the County and Commercial building tenants always have access to the required parking. The UCIA requires parking consulting services to participate in the development of the parking operational plan for the garage by the developers consultant and to review the operational analysis to determine the extent to which it ensures that the garage can be shared between the existing users and the proposed development to ensure that conflicts between Union County employees and residents are minimized or eliminated.



Outlined below is our detailed scope of services for each task and the associated professional fee:

SCOPE OF SERVICES

Parking Operations Review

A parking facility management and operational plan is a critical component with regards to the ability to share parking for different uses, is the use of parking control equipment and technology to enhance efficiency, shared parking, revenue control, operations, and customer service. *TimHaahs*, working with the Developer's Parking Consultant, will participate with the development and evaluation of the parking facility's operational plan to ensure that conflicts between Union County employees and residents are minimized or eliminated. As part of our services, *TimHaahs* will undertake the following:

1. Review the parking agreement between the UCIA and the developer and provide Rainone Coughlin Minchello with any comments or recommendations.
2. Coordinate and Participate on calls with Noble Property Management) and the Developer's Parking Consultant (Level G Associates) as necessary to understand the existing operations at the parking facility.

3. Coordinate and participate on a call with the facility's Access and Control Equipment Vendor with regards to the parking equipment presently used at the garage to understand its technological and reporting capabilities.
4. Review the Parking Management and Operations Plan as submitted by the Developer's Parking Consultant, Level G Associates.
5. Provide any comments, proposed modifications and recommendations to the plan.
6. Meet with Union County officials to review and validate the proposed plan.
7. Participate on calls as necessary with Rainone Coughlin Minchello regarding the operations plan.

FEE PROPOSAL

TimHaahs will provide the services outlined above for a lump sum professional fee of **Three Thousand Six Hundred Dollars (\$3,600.00)** inclusive of customary reimbursable expenses such as printing, mail, travel, etc.

Any additional services requested will be on an hourly basis as per the attached rate sheet or based on a mutually approved scope of services and fee.

We very much appreciate the opportunity to provide you with our proposal, and we look forward to undertaking the work in a prompt, creative and professional manner. Please do not hesitate to contact us should you have any questions or need any additional information.

Sincerely,



Jim M. Zullo
Vice President, AICP, CAPP

ENCL:

1. TimHaahs Standard Terms & Conditions Form
2. TimHaahs Hourly Billing Rates

AUTHORIZATION

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

Project _____

Signed _____

Title _____

Date _____

TERMS & CONDITIONS OF SERVICES

A. SCOPE OF SERVICES

The services to be provided by Timothy Haahs & Associates, Inc. (*TimHaahs*) 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 *TimHaahs* 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 (1 ½) percent per month or the maximum rate permitted by law. Client agrees to pay all costs associated with collection efforts. *TimHaahs* 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 *TimHaahs* and are otherwise waived.

If the project is suspended or abandoned in whole or in part for more than three (3) months, *TimHaahs* 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

TimHaahs 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 *TimHaahs* services will be rendered without any warranty, expressed or implied. Client agrees to give *TimHaahs* written notice within one (1) year of any breach or default under this section and to provide *TimHaahs* with a reasonable opportunity to correct such breach or default as a condition precedent to any claim for damages.

D. STANDARDS AND CODES

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

E. OPINIONS OF COSTS

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

F. SAFETY

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

G. HAZARDOUS CONDITIONS OR MATERIALS

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

H. OWNERSHIP OF DOCUMENTS

Client may use drawings, specifications, reports and other documents prepared by *TimHaahs* 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 *TimHaahs*.

I. REVIEW OF CONTRACTOR SUBMITTALS

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

J. DISPUTE RESOLUTION

All claims, disputes and other matters in controversy between *TimHaahs* 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 *TimHaahs* principle place of business; (b) the claim will be brought and tried in judicial jurisdiction of the court of the county where *TimHaahs* principle place of business is located and Client waives the right to move the action to any other county or judicial jurisdiction.

K. INDEMNIFICATION

TimHaahs 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 *TimHaahs* in connection with the performance of services outlined in the Proposal/Scope of Services/Contract Document.

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

L. LIMIT OF LIABILITY

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

M. CONSEQUENTIAL DAMAGES

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

N. ENTIRE AGREEMENT

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

HOURLY BILLING RATES

OFFICERS

President/Executive Vice President	\$258
Vice President / Principal	\$238

ENGINEERING / ARCHITECTURAL / PROJECT MANAGEMENT

Senior Parking Consultant	\$191
Senior Project Manager	\$191
Project Manager	\$176
Senior Engineer/Architect	\$172
Project Architect	\$168
Assistant Project Manager	\$125
Project Engineer/Designer	\$117
Project Technician	\$109
Parking Analyst	\$109

ADMINISTRATION

Business Manager	\$117
Administrative Assistant	\$74

Effective January 2020, the above rates are adjusted annually without prior notice.