



Trenton Parking Authority

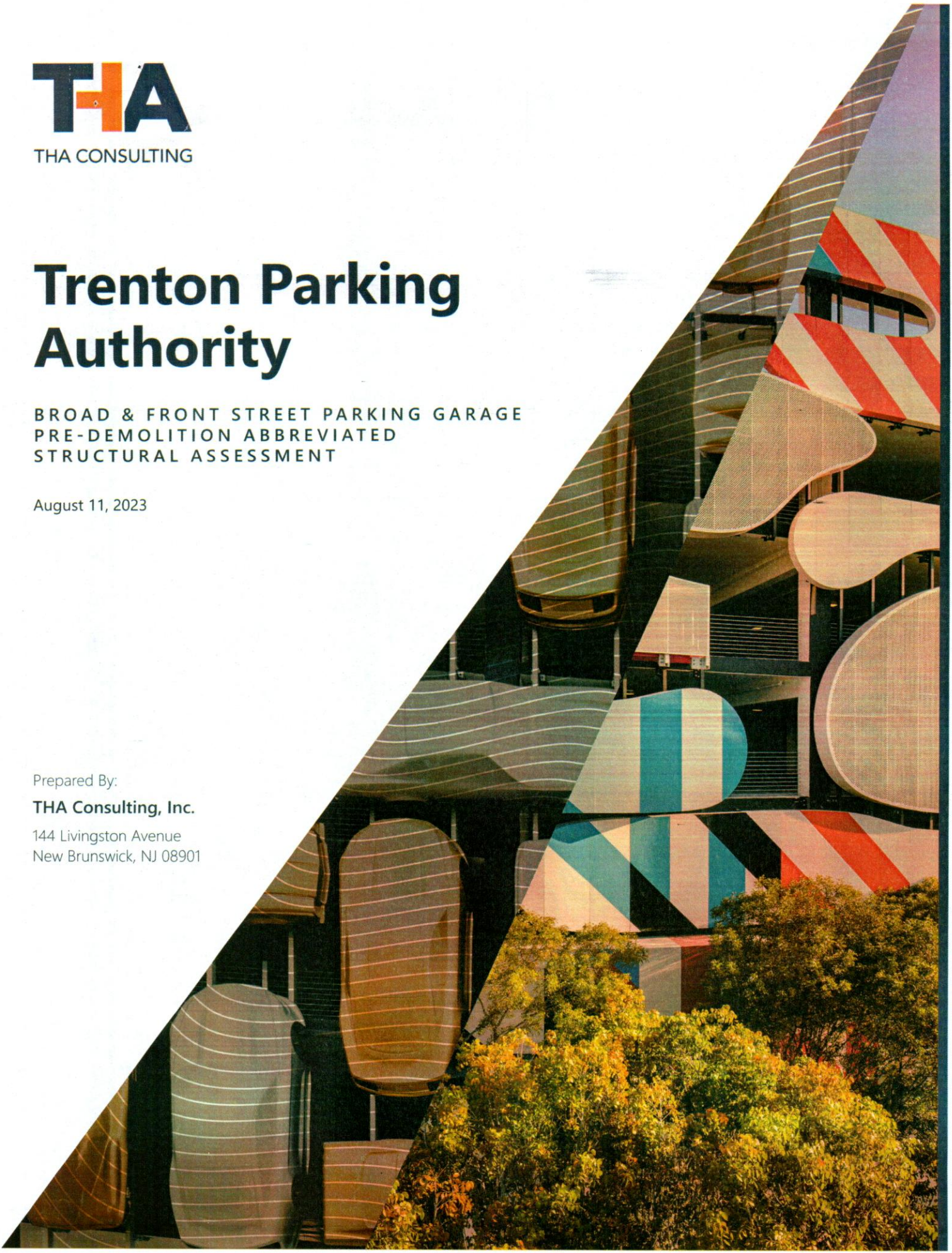
BROAD & FRONT STREET PARKING GARAGE
PRE-DEMOLITION ABBREVIATED
STRUCTURAL ASSESSMENT

August 11, 2023

Prepared By:

THA Consulting, Inc.

144 Livingston Avenue
New Brunswick, NJ 08901





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August 11, 2023

Mr. Louis Garlatti
Trenton Parking Authority
16 East Hanover St, Trenton, NJ 08608
lgarlatti@garlatticonstruction.com

**RE: Trenton Parking Authority - Broad & Front Street Parking Garage
Pre-Demolition Abbreviated Structural Assessment
Trenton, NJ**

Dear Mr. Garlatti:

It has been a pleasure working with the Trenton Parking Authority (TPA) on condition assessment, restoration, and parking consulting projects. THA Consulting, Inc. (THA) is pleased to provide the TPA with our proposal to perform a pre-demolition abbreviated structural assessment of the existing Broad & Front Street Parking Garage (the "Garage") located at 132 East Front Street in Trenton, NJ.

PROJECT UNDERSTANDING

We understand the TPA plans to demolish the Garage in the near future and intends to retain THA to perform a pre-demolition abbreviated structural assessment. The intent of this assessment is to determine if the garage is safe for entry by others to perform a pre-demolition hazardous material assessment and an environmental site assessment. THA's abbreviated structural assessment will identify areas of the structure that are classified to be in dangerous condition and must be corrected or mitigated prior to entry by others.

We are excited to have this opportunity to continue our work with the TPA. Outlined below is our proposed scope of services and associated professional fees:

SCOPE OF SERVICE

Pre-Demolition Abbreviated Structural Assessment

1. Coordinate with the TPA to schedule our survey.
2. Upon receiving confirmation from the TPA that the Garage is vacant, conduct visual observations of the structural elements of the garage to identify portions of the structure that are classified as "dangerous" based on the International Existing Building Code:
 - a. First review the exterior of the Garage to determine if the structure is safe for entry.
 - b. Enter portions of the structure that are determined to be safe for entry and review accessible portions of the superstructure through visual observations to identify concrete spalling, cracking, connection failures, and similar deterioration that is classified as dangerous.
 - c. Promptly notify the TPA if we observe dangerous conditions that require immediate shoring and/or structural repairs.
3. Summarize our findings and recommendations in a report that will include:
 - a. Identification and photographic inventory of dangerous conditions including recommendations to temporarily or permanently correct the conditions.

- b. If necessary, make recommendations for in-depth investigations and/or testing in order to make critical decisions.
 - c. Meet with you and the TPA representatives to review our findings and recommendations.
4. We anticipate two (2) meeting and two (2) field visits to undertake this abbreviated assessment.

SCOPE OF SERVICES QUALIFICATIONS / EXCLUSIONS

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

- 1. ADA or building code assessments.
- 2. Security assessment.
- 3. A detailed façade inspection using rope access or swing scaffolding.
- 4. Assessment of Mechanical, Electrical, Plumbing and Fire Protection Systems.
- 5. An evaluation of any Parking Access and Revenue Control Equipment.
- 6. Engineering, documentation, bidding, and construction administration services for necessary shoring and/or structural repairs that are identified during the assessment; if necessary, we will be glad to assist you with these services on an hourly basis.

PROFESSIONAL FEES

THA Consulting Inc. will provide the services outlined in the above scope of services for a lump sum professional fee as outlined below, which is inclusive of all customary reimbursable expenses such as printing, mail, and travel.

Professional Fees	
Pre-demolition abbreviated structural assessment	\$10,800.00
Follow-up engineering, documentation, bidding, and construction administration services for necessary shoring and/or structural repairs that are identified during the assessment	Hourly based on the enclosed rate schedule or an agreed to lump sum fee

We highly value the opportunity to continue to serve the TPA. We look forward to undertaking the work in a prompt and professional manner. For your reference, we have attached our Standard Terms and Conditions form and our hourly billing rates. Please contact us should you have any questions or need additional information.

Sincerely,



Kevin Carrigan, PE
Vice President

ENCL:

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

CC: Jim Zullo, President (THA)



AUTHORIZATION

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

Signature *Anne LaBate*

Name **Anne LaBate**

Title **Board Chair**

Date **8/25/2023**



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.