

Philip D. Murphy, Governor
Sheila Y. Oliver, Lieutenant Governor
Diane Gutierrez-Scaccetti, Acting Commissioner
Steven H. Santoro, Executive Director

NJ TRANSIT
One Penn Plaza East
Newark, NJ 07105-2246
973-491-7000

January 18, 2018

Dear Governor Murphy:

Pursuant to Chapter 150, Laws of 1979, I herein transmit the minutes of actions taken at the open session of the rescheduled meetings of the New Jersey Transit Corporation, NJ TRANSIT Rail Operations, Inc., NJ TRANSIT Bus Operations, Inc., NJ TRANSIT Mercer, Inc., and NJ TRANSIT Morris, Inc., Board of Directors held on Monday, January 15, 2018.

Sincerely,

Original Signed By

Joyce J. Zuczek
Board Secretary

Enclosures

Honorable Philip D. Murphy
Governor, State of New Jersey
State House
Trenton, NJ 08625

Minutes of the actions taken at the Open Session of the rescheduled Board of Directors' meetings of the New Jersey Transit Corporation, NJ TRANSIT Rail Operations, Inc., NJ TRANSIT Bus Operations, Inc., NJ TRANSIT Mercer, Inc., and NJ TRANSIT Morris, Inc. held at NJ TRANSIT Headquarters, One Penn Plaza East, Newark, New Jersey on Monday, January 15, 2018.

Board Members Present

Richard T. Hammer, Chairman
John Spinello, Governor's Representative
Matthew Spadaccini, Treasurer's Representative (By Telephone)
Flora M. Castillo, Board Member (By Telephone)

Board Members Absent

James C. Finkle Jr., Board Member
Raymond W. Greaves, Board Member (Non-Voting)

Staff Present

Steven H. Santoro, Executive Director
Michael P. Kilcoyne, Vice President and General Manager, Bus Operations
Robert Lavell, Vice President & General Manager, Rail Operations
Neal A. Fitzsimmons, Acting Chief, Light Rail and Contract Services
Christopher Trucillo, Chief of Police
Warren A. Hersh, Auditor General
Christine C. Baker, Chief Compliance Officer (By Telephone)
Michael J. Lihvarcik, Interim Chief Financial Officer & Treasurer
Michael K. Slack, Chief Information Officer
Dionna Sumner, Acting Senior Director, Customer Service & Transit Information
Eric R. Daleo, Assistant Executive Director, Capital Planning & Programs
Gardner C. Tabon, Chief, Office of System Safety
Joseph E. Snow, Deputy Attorney General
Joyce J. Zuczek, Board Secretary

Chairman Hammer convened the Open Session at 9:24 a.m. in accordance with the Open Public Meetings Act. James Brown, Office of System Safety, provided a Public Safety Announcement.

Chairman Hammer announced Board Items 1801-02 Delco Lead, 1801-03 69th Street, 1801-07 County Yard, and 1801-08 Union Dry Dock were being deferred and would not be voted on today. Therefore if any members of the public wanted to comment on those matters, they could speak during the Public Comments on Other Matters after Executive Session.

The Pledge of Allegiance to the Flag was conducted. Board Secretary Zuczek conducted a Roll Call and noted Board Members Castillo and Spadaccini were participating by telephone and Board Members Finkle and Greaves were absent.

Board Secretary Zuczek announced that adequate notice of the rescheduled meetings of the Board of Directors of the New Jersey Transit Corporation, NJ TRANSIT Rail Operations Inc., NJ TRANSIT Bus Operations, Inc. NJ TRANSIT Mercer, Inc. and NJ TRANSIT Morris, Inc. was provided in accordance with the Open Public Meetings Act, Chapter 231, P.L 1975, and the meetings were occurring concurrently. Notices were filed on January 11, 2018 with the Secretary of State. These notices were sent to newspapers of general distribution, posted in the main entrance of NJ TRANSIT headquarters, and sent to each individual, agency, and organization that requested such notice. Board Secretary Zuczek announced that the Board meetings were being video recorded.

Chairman Hammer asked for a motion to approve the minutes of the December 13, 2017 Board meetings. A motion was made by Board Member John Spinello, seconded by Chairman Hammer, and unanimously adopted.

Advisory Committee Report

There was no Advisory Committee Report.

Public Comments on Agenda Action Items

There were four speakers on agenda action items and one elected official. Board Secretary Zuczek announced public comments would be limited to five minutes.

Mayor Ravi Bhalla thanked Chairman Hammer and the Board for allowing him to address the Board. Mayor Bhalla said they had over 100 residents from the City of Hoboken packed in the room attending the meeting. He thanked the Board for removing the item relating to the Union Dry Dock Property from the agenda. Mayor Bhalla said he was very well aware the item of relevance was removed from the agenda because NJ TRANSIT did not have sufficient support for adoption of the measure.

Mayor Bhalla stated it was a slap in the face to Dr. Martin Luther King Jr.'s Legacy that the matter would be conducted on a federal holiday. He said it was a call to service to be there as residents of Hoboken, but not for NJ TRANSIT. Mayor Bhalla said this was a real estate transaction that NJ TRANSIT was trying to rush through in the dying days of an outgoing administration. He said this was a disgrace and this needed to be said and made clear to the Board.

Mayor Bhalla wished Chairman Hammer well in his future endeavors and stated this was a good moment for New Jersey and the whole region and he looks forward to working with New York Waterway on a regional solution that meets the needs of NJ TRANSIT, New York, Hoboken and the region. Mayor Bhalla ended referencing a

quote from Dr. King by stating, the arc of the moral universe is long but in this case is bending firmly towards justice.

David Peter Alan, Chair of the Lackawanna Coalition, said they were a non-political advocate for the bruised and battered riders of NJ TRANSIT. He said he was appearing before the NJ TRANSIT Board of Directors for the last time under the Christie Administration. Mr. Alan said the past several years have been difficult for their constituents and they hope for improvements under the Murphy Administration.

Mr. Alan said last Wednesday he received news of a horrific injustice that has occurred at NJ TRANSIT which if not rectified could make NJ TRANSIT doomed and not as NJ TRANSIT's Founders envisioned it. He believes it would do permanent damage to the organization which would make it impossible to bring NJ TRANSIT back to its rightful place of honor and effectiveness. Mr. Alan said they must reverse this injustice and act that day because after they conclude this meeting it would be too late.

Mr. Alan said a number of NJ TRANSIT managers who have served the organization with dedication and sometimes distinction have been forced to give up their jobs and are now compelled to work day to day, a status lower than the temporary probation given to the newest hire. He said secretaries who have never had the line of authority have met the same fate. Mr. Alan said last Tuesday the Executive Director of the Murphy Transition Team directed NJ TRANSIT's Executive Director Steven Santoro to ask for a number of classified executives to resign on penalty of termination if they didn't comply. He said this group includes the persons he has described and it doesn't include all of the Christie protégés who were named in the Star Ledger and the Bergen Record last month.

Chairman Hammer interrupted Mr. Alan and stated the discussions were supposed to be on agenda items only. Mr. Alan responded stating the very future of NJ TRANSIT was at stake and this was an injustice that they must deliberate on if they were to preserve NJ TRANSIT's statutory purpose, and this was why he was arguing before them, stating this was in effect an appellate court. Mr. Alan stated this must be on the agenda otherwise their legacy will go down as one where injustice prevails and the rule of law means nothing, and asked to continue.

Chairman Hammer informed Mr. Alan that he could speak on these matters when the public comments on other matters were discussed only. Mr. Alan stated if he did that they will have already deliberated and it would be too late. He said if they silence him, he can't help NJ TRANSIT. Chairman Hammer intervened and asked for the next speaker.

Orrin Getz said he came to speak on the Union Dry Dock issue however, it was pulled from the agenda so he had nothing to discuss. He said he would like to leave the Board with an article he saw in the paper.

Joseph Clift said he would comment on 1801-01. Mr. Clift stated he was going to follow on David Peter Alan's footsteps stating if they didn't act in Executive Session there was no hope for this process. On Item 1801-01, he said there were only two areas of planning and the set aside was \$50 million. He expressed concern about a process done behind closed doors and stated he really had a major problem with this. Mr. Clift said he had no comments on the other items but reiterated what David Peter Alan stated about the Board being the last hope to fix an innocent mistake and if they don't do it during Executive Session it will never get fixed and will do irreparable harm to the organization.

Sally Gellert, Lackawanna Coalition Legislative Director, stated she would like to congratulate NJ TRANSIT Rail on its 35th anniversary and would like to pay tribute to the late Governor Brendan Byrne who helped establish NJ TRANSIT as an agency with some independence and not merely an organization of the State Government. Ms. Gellert asked the Board to please keep this in mind when entering into Executive Session.

Ms. Gellert said circumstances were changing quickly, not just in Trenton, and they have been saying for the sometime they cannot count on the Gateway Project being built because the Federal Government is not going to fund a large portion of the estimated \$30 billion cost to complete the entire project. She said it now appears that the FTA has confirmed this in an editorial a week ago, and Thursday in the Daily News there has been a call for a scaled down project, as they have been recommending, with improvement that would increase peak hour capacity as soon as possible. Specifically, tunnels that expand the Northeast Corridor into a four-track railroad, a four-track bridge and improvements at Penn Station instead of Penn-South, a two-track bridge Secaucus South and a separate two-track railroad. Ms. Gellert said on September 29, 2017 the FTA said 9 out of 10 riders on the pertinent Northeast Corridor were local even though the entire line links Boston, Washington D.C. and everywhere in between.

Chairman Hammer interrupted Ms. Gellert and asked her to comment on Board Action Items only. Ms. Gellert stated it was hard to believe that NJ TRANSIT spent \$50 million on capital planning, and recommended hiring more planners and doing the jobs in house. She said riders and taxpayers do not need to keep subsidizing these contracted firms and overpriced contracts.

Ms. Gellert said they also recommend that NJ TRANSIT must be equitable within the agency and reasonably competitive with other transit systems. She would also like to know why NJ TRANSIT is paying a Bank to handle its accounts and not using a bank that can provide this service in exchange for having the privilege of lending out their money and charging interest on it. As a personal comment she has been aware of the public banking institute for some time and has been encouraged by Phil Murphy's interest in such a concept.

Ms. Gellert said with regard to the Camden items some of them make the transfer between the bus and light rail at Walter Rand when they go to Philadelphia and it is a

very difficult transfer. She said it sounds like a good idea to build a terminal but is difficult to see what good a parking deck would do for the neighborhood or the riders who suffer through making the transfer there. Ms. Gellert said they need more accommodations for transit riders in their cities and not for the motorists who clog their streets. She said the pedestrian bridge makes more sense.

Board Customer Service Committee Report

There was no Customer Service Committee Report.

Board Administration Committee Report

There was no Administration Committee Report.

Board Capital Planning, Policy, and Privatization Committee Report

There was no Capital Planning, Policy, and Privatization Committee Report.

Executive Director's Monthly Report

There was no Executive Director's Monthly Report.

Action Items

Executive Director Santoro introduced Action Items 1801-05 and 1801-06 before 1801-01.

1801-05: CAMDEN IMPROVEMENTS: MEMORANDUM OF UNDERSTANDING WITH COUNTY OF CAMDEN FOR DEVELOPMENT OF CONCEPT DESIGN FOR WALTER RAND TRANSPORTATION CENTER

Executive Director Santoro introduced Eric Daleo, Assistant Executive Director, Capital Planning and Programs, who presented Action Item #1801-05 for approval.

Eric Daleo recommended approval of Item #1801-05, Camden Improvements: Memorandum of Understanding with County of Camden for Development of Concept Design for Walter Rand Transportation Center. Approval was requested to enter into the attached Memorandum of Understanding between and among NJ TRANSIT and the County of Camden by which NJ TRANSIT will fund a not-to-exceed amount of \$2,000,000 for development of a ten percent design of a new Walter Rand Transportation Center.

Board Member John Spinello moved the resolution, Board Member James Spadaccini seconded it, and it was unanimously adopted.

Roll Call Vote:

Hammer	Spinello	Spadaccini	Castillo	Finkle	Greaves
Yes	Yes	Yes	Yes	Absent	Absent (Non-Voting Member)

Item 1801-05 was approved by Governor Chris Christie on January 16, 2018.

1801-06: CAMDEN IMPROVEMENTS: MEMORANDUM OF UNDERSTANDING WITH COUNTY OF CAMDEN FOR DESIGN AND CONSTRUCTION OF PEDESTRIAN BRIDGE

Executive Director Santoro introduced Eric Daleo, Assistant Executive Director, Capital Planning and Programs, who presented Action Item #1801-06 for approval.

Eric Daleo recommended approval of Item #1801-06, Camden Improvements: Memorandum of Understanding with County of Camden for Design and Construction of Pedestrian Bridge. Approval was requested to enter into the attached Memorandum of Understanding between and among NJ TRANSIT and the County of Camden by which NJ TRANSIT will fund a not-to-exceed amount of \$7,500,000 for design and construction of a pedestrian bridge across Martin Luther King, Jr. Boulevard in the area of South 6th Street in the City of Camden, New Jersey.

Board Member John Spinello moved the resolution, Board Member James Spadaccini seconded it, and it was unanimously adopted.

Roll Call Vote:

Hammer	Spinello	Spadaccini	Castillo	Finkle	Greaves
Yes	Yes	Yes	Yes	Absent	Absent (Non-Voting Member)

Item 1801-06 was approved by Governor Chris Christie on January 16, 2018.

1801-01: 2018 CAPITAL PLANNING AND PROGRAMS TASK ORDER CONSULTANT CONTRACTS PROGRAM: TRAVEL DEMAND FORECASTING AND TRANSIT-FRIENDLY PLANNING, LAND USE AND DEVELOPMENT

Executive Director Santoro introduced Eric Daleo, Assistant Executive Director, Capital Planning and Programs, who presented Action Item #1801-01 for approval.

Eric Daleo recommended approval of Item #1801-01, 2018 Capital Planning and Programs Task Order Consultant Contracts Program: Travel Demand Forecasting and Transit-Friendly Planning, Land Use and Development. Approval was requested to enter into NJ TRANSIT Contract Nos. 16-039 through 16 040 with the firms shown in

Exhibit A for Travel Demand Forecasting and Transit-Friendly Planning, Land Use and Development. The total value of the 2018 Task Order Consultant Contracts Program, of which these contracts comprise Part 2 of Package Two is \$50,000,000. Each contract will extend for five years; the maximum task and contract limits for each discipline are shown in Exhibit B.

Board Member John Spinello moved the resolution, Board Member James Spadaccini seconded it, and it was unanimously adopted.

Roll Call Vote:

Hammer	Spinello	Spadaccini	Castillo	Finkle	Greaves
Yes	Yes	Yes	Yes	Absent	Absent (Non-Voting Member)

1801-02: NJ TRANSIT RESILIENCE PROGRAM – DELCO LEAD STORAGE AND INSPECTION FACILITY AND COUNTY YARD IMPROVEMENT PROJECT: CONSTRUCTION MANAGEMENT AND CONSTRUCTION ASSISTANCE SERVICES

This item was deferred.

1801-03: 69TH STREET GRADE SEPARATION PROJECT: AMENDMENT TO CONSTRUCTION MANAGEMENT CONTRACT 09-130

This item was deferred.

1801-04: BANKING SERVICES

Executive Director Santoro introduced Michael Lihvarcik, Interim Chief Financial Officer and Treasurer, who presented Action Item #1801-04 for approval.

Michael Lihvarcik recommended approval of Item #1801-04, Banking Services. Approval was requested to enter into NJ TRANSIT Contract 17-031 with Wells Fargo Bank, N.A., to provide collection, disbursement, and other banking services to NJ TRANSIT and to take any other steps necessary to ensure a smooth transition and contiguous service for an initial period of three years with two, independent, one-year options, at a cost not to exceed \$300,000, subject to the availability of funds.

Board Member John Spinello moved the resolution, Board Member James Spadaccini seconded it, and it was unanimously adopted.

Roll Call Vote:

Hammer	Spinello	Spadaccini	Castillo	Finkle	Greaves
Yes	Yes	Yes	Yes	Absent	Absent (Non-Voting Member)

Executive Session Authorization

At approximately 9:43 a.m., Chairman Hammer requested a motion to enter Executive Session to discuss personnel matters, contract negotiations, acquisition of real property with public funds, the status of pending and anticipated litigation, and matters falling within the attorney-client privilege, including, but not limited to, the Personal Injury Claim of Zenaida Gialamas and the Personal Injury Claim of Vincent DiGiacomo.

Board Member John Spinello moved the resolution, Board Member Flora M. Castillo seconded it, and it was unanimously adopted.

Return to Open Session

Board Secretary Zuczek conducted a Roll Call as Board Members returned to Open Session. All Board Members returned to open session at approximately 9:51 a.m.

1801-07: COUNTY YARD IMPROVEMENTS PROJECT: ACQUISITION OF CITY OF NEW BRUNSWICK PROPERTY

This item was deferred.

1801-08: UNION DRY DOCK MARINE MAINTENANCE FACILITY, CITY OF HOBOKEN – PROPERTY ACQUISITION AND LEASE

This item was deferred.

1801-09: PERSONAL INJURY CLAIM OF ZENAIDA GIALAMAS

Executive Director Santoro introduced Michael Lihvarcik, Interim Chief Financial Officer and Treasurer, who presented Action Item #1801-09 for approval.

Michael Lihvarcik recommended approval of Item #1801-09, Personal Injury Claim of Zenaida Gialamas. Approval was requested to settle the claim of Zenaida Gialamas through her attorney, at an amount discussed in executive session. The Attorney General has approved the proposed settlement, subject to the availability of funds.

Board Member John Spinello moved the resolution, Board Member James Spadaccini seconded it, and it was unanimously adopted.

Roll Call Vote:

Hammer	Spinello	Spadaccini	Castillo	Finkle	Greaves
Yes	Yes	Yes	Yes	Absent	Absent (Non-Voting Member)

1801-10: PERSONAL INJURY CLAIM OF VINCENT DIGIACOMO

Executive Director Santoro introduced Michael Lihvarcik, Interim Chief Financial Officer and Treasurer, who presented Action Item #1801-10 for approval.

Michael Lihvarcik recommended approval of Item #1801-10, Personal Injury Claim of Vincent DiGiacomo. Approval was requested to settle the claim of Vincent DiGiacomo through his attorney, at an amount discussed in executive session. The Attorney General has approved the proposed settlement, subject to the availability of funds.

Board Member John Spinello moved the resolution, Board Member James Spadaccini seconded it, and it was unanimously adopted.

Roll Call Vote:

Hammer	Spinello	Spadaccini	Castillo	Finkle	Greaves
Yes	Yes	Yes	Yes	Absent	Absent (Non-Voting Member)

Public Comments on Other Matters

There were seven speakers on other matters. Board Secretary Zuczek reminded speakers public comments would be limited to five minutes.

David Peter Alan picked up where he left off before stating, a number of NJ TRANSIT’s managers who have served with dedication and sometimes distinction have been forced to give up their jobs and are now compelled to work day to day, a status lower than the temporary probation given to the newest hire. He said secretaries who have never had any line of authority have met the same fate. Mr. Alan said last Tuesday the Executive Director of the Murphy Transition Team directed NJ TRANSIT’s Executive Director Steven Santoro to ask for a number of classified executives to resign on penalty of termination if they didn’t comply. He said this group includes the persons he described and it doesn’t include all of the Christie protégés who were named in the Star Ledger and the Bergen Record last month.

Mr. Alan said this demand is ineffective in carrying out its stated purpose, arbitrary and capricious, and worst of all cruel. He said it was difficult to imagine the next Governor and staff would be so malicious that they would intentionally ruin people’s careers that way and do permanent damage to this organization. Mr. Alan believes the only reasonable explanation is that someone on the transition staff made a mistake and the Executive Director compounded that error by demanding his subordinates resign.

Mr. Alan said as a member of the Bar of the United States Supreme Court he is somewhat familiar with appeals and came before the Board to appeal that they rectify this error by immediately reversing the order that these employees resign and ensure

them that the resignation letters that they were coerced into submitting will never be used against them under any circumstances.

Mr. Alan stated no one other than the Board has the authority to rectify this at this hour and their chance will disappear after this meeting, so he hopes they will deliberate on this. He said as a matter of law, no Governor has the power to micromanage NJ TRANSIT and that includes hiring and firing. Mr. Alan said Section 4b of the Transportation Act of 1979 established it as an independent agency separate in structure from conventional departments of the State.

Mr. Alan said his former colleague the Great Senator Frank Herbert and the legendary Governor Brendan Byrne fought for this bill and signed it into law. He said since this time their predecessors have given away the sacred independence of NJ TRANSIT and allowed Governor Cain to Christie to interfere with dedicated transportation professionals including those who relegated to the status of temporary employees. Mr. Alan believes it is this unlawful interference by one Governor after another that has brought chronic funding shortages, unreliable service, pervasive climate of fear amongst employees who still have their jobs, and the national reputation for NJ TRANSIT as a joke.

Mr. Alan told the Board Members if this continuing downward spiral of their service was the legacy they wish to leave to the people of New Jersey, especially the transit riders, they do not have to do anything further. He said they will set the stage for every difficulty he mentioned to keep getting worse, and as a bonus the careers of the secretaries and managers who have served NJ TRANSIT faithfully long before Christie took office will be ruined. Mr. Alan said the Board has the unique opportunity to start turning the current terrible situation around, they have all the authority they need and they only need to assert it by reversing the resignation order executed against NJ TRANSIT's employees. He urged them to restore their seniority and privileges and promise that those forced resignations will never be used against them; they deserve no less.

Mr. Alan said they also have the unique opportunity to assert the independence of NJ TRANSIT; the independence Governor Byrne, Senator Herbert and other courageous legislators fought for decades ago. He believes it is this independence that can enable NJ TRANSIT to provide the leveled mobility that they need and deserve, whether they commute or depend on transit for all of their mobility needs. Mr. Alan said they were appointed by the Governor but they are not the Governor's servants. He said they lead an independent agency and therefore must not knuckle under to a political whim, and this is what the rule of law is all about.

Mr. Alan said he doesn't know one person who understood the rule of law better than Dr. Martin Luther King Jr. whose legacy they celebrate that day. Mr. Alan said the Board and their successors have been charged with the opportunity and responsibility of leading a force of dedicated professionals whose job it is to provide them with the mobility they need and deserve. He said they also need to know how much the local economy can either flourish or collapse depending on the transit provided. Mr. Alan

believes if the Board does nothing, they will be doomed to this continuing inferiority, but the Board can change that by going back to deliberate and doing the right thing by reversing this resignation order and do the right thing for NJ TRANSIT's employees and riders.

Armand Pohan, Chairman of the New York Waterway, stated they carry 30,000 passengers a day and when public systems fail they are the go to option. He said over the past 31 years they have carried over 200 million people without a single fatality. Mr. Pohan said this can't be done without dedicated people and without first class maintenance. He said in April of last year after 20 years of searching for an alternate site and faced with eviction from their present maintenance location in Weehawken they entered into a contract with the Union Dry Dock company to purchase their three acre site in Hoboken. Mr. Pohan said the site was zoned for marine maintenance and nowhere appears as planned open space in the Hoboken Master Plans of 2000 or 2010. He said suddenly this past October the Hoboken City Council introduced an ordinance to take the property by eminent domain. Mr. Pohan said faced with this threat they turned to NJ TRANSIT to protect the Ferry System by acquiring from them this ideally situated facility.

Mr. Pohan said he was there for two reasons only. First he would like to correct the ignorant misstatements that have been made regarding this transaction, which has been described as a giveaway. Mr. Pohan said New York Waterway receives no operating subsidy for NJ TRANSIT and pays NJ TRANSIT \$600,000 a year in rent for Weehawken Terminal. He said more importantly, under 49 USC 5307 and 1537 New York Waterway generates millions of FTA dollars a year for NJ TRANSIT by reasons of the miles and passenger they run in regular commuter services. Mr. Pohan said since 2007 when NJ TRANSIT first began to file with the FTA they have generated over \$30 million in federal funding for NJ TRANSIT. He said they do all of the heavy lifting and NJ TRANSIT collects all the money.

Mr. Pohan said in October 2015 the Board passed regulations similar to those of the private bus carriers and agreed to provide 75 percent of those funds for capital projects, such as ferry boats, docks and buses. He said to date they have purchased about \$8 million in capital equipment under this program, but the regulations were prospective only. Mr. Pohan said NJ TRANSIT is still holding over \$20 million of money they generated for them. Mr. Pohan said the ferries generated the money and asked isn't it only right that NJ TRANSIT should use it for the Ferry System. He said the legislators certainly thought so this past June when as part of this Capital Budget they appropriated \$12 million to a Hoboken Facility.

Mr. Pohan said under the proposed transaction NJ TRANSIT would purchase the Union Dry Dock Facility for \$11.5 million with the money they earned for NJ TRANSIT. He said the lease would require New York Waterway Lease would not require they pay rent in excess of \$350,000 a year and to make over \$12 million in capital improvements over the next five years. Mr. Pohan pointed out these were improvements to property they will no longer again own and questioned how this was a giveaway.

Mr. Pohan said his second reason for being there, even though they have removed this item from the agenda and yielded it to the Not in My Back Yard (NIMBY) principle, is that this has not made the problem go away. He said last week Hoboken sent its appraiser in to inspect and appraise the property. Mr. Pohan said if they do not act soon and Hoboken continues their efforts to condemn, there may be no maintenance facility for the ferry system, and 350 Waterway Employees and 30,000 commuters throughout North Jersey will suffer irreparable harm and many, many more on the days when the tracks fail or the tunnels are blocked or collapse.

Mr. Pohan said if Mayor Bhalla and Governor-Elect Murphy truly desire a more open, measured, and deliberative process of site selection, then he calls upon them now to slow down the efforts by Hoboken to condemn the property before this deliberative process occurs. He said otherwise there will be a transportation crisis which they chose not to prevent.

Mr. Pohan said in the meantime he again extends the offer to Mayor Bhalla to sit and discuss whether and how this property can accommodate elements of both public access and a centralized marine maintenance facility. He said a transportation crisis was brewing and this crisis needs to be averted.

Mr. Pohan thanked the staff of NJ TRANSIT for all the time and thought they have spent on the study of alternate maintenance sites over the past 10 plus years. He hopes they will get the new Administration to understand all the conscientious efforts NJ TRANSIT has made in fulfillment of their transportation mission.

Randy Glucksman said when he spoke to the Board in December he expressed his concerns about the winter season approaching and how customers are receiving message alerts for train cancellations due to mechanical problems and crew shortages. He said unfortunately this came to fruition this month when three of his Metro North express trains were cancelled. Mr. Glucksman said on Friday, January 5, 2018 Train 1606 was used as an all stops local because Train 1604 the 5:53 a.m. from Spring Valley had been cancelled so there were additional riders on this train, there were very few seats, people were standing, and they still had 13 other stops in New Jersey to make. He said by the time the train got to the Hillsdale Station passengers were standing in the aisles. Mr. Glucksman said he has ridden the entire line and asked how many NJ TRANSIT Board Members have done that.

Mr. Glucksman said for the month of December on the Pascack Valley Line there were 12 train cancellations which were four of his Metro North express trains. He said on December 15, 2017 both of the express morning trains were cancelled, and this month there have been four cancellations including two of his trains. Mr. Glucksman said while this number may seem small, please remember the Pascack Valley Line only has 18 trains each day in each direction on weekdays. He said in 2010 and 2015 their service day was reduced by two hours and has never been restored. Mr. Glucksman said last

month the Port Jervis Line had four cancellations and this month they have only had one.

Mr. Glucksman asked so where does the blame lie. He said from his over four decades of transportation experience it is certainly not with the managers and the employees who struggle every day to provide the best services possible. It is very clear to him and other rail advocates that the outgoing Governor had no interest in supporting NJ TRANSIT's day to day operations or even its capital needs, otherwise the Hudson Terminal project would be nearing completion.

Mr. Glucksman said the answer lies with the Board to become more vocal and demanding that the Legislature provide more financial resourcing instead of allowing the State's contribution to operating assistance to decline by 90 percent. He said as an MTA Board Member, he is humbled and honored by his appointment and take it very seriously because 45 years ago he started his transit career as a New York City Train Conductor. Mr. Glucksman said when riding a train he always pays attention to details of the operation with an eye on what can be done to better improve the customers' riding experience.

Mr. Glucksman said he remains optimistic with the change in Administration to come on Tuesday that NJ TRANSIT will start on a very long road to recovery, because the customers deserve it for spending their hard earned dollars.

Orrin Getz said on Monday, January 8, 2018 there was a disaster on the Northeast Corridor service in and out of Penn Station New York. At 8:20 a.m. he was stuck on the train for 50 minutes because an Amtrak train broke down in the Hudson River Tunnel. Mr. Getz said they didn't know what was the cause of this breakdown and how long this train had been stuck and what was being done about it. He said later the same day there were still major problems in the Hudson River Tunnels even though there were no announcements made at Penn Station New York. Mr. Getz said the Montclair Boonton Train 6241 was delayed leaving Penn Station due to problems in the Hudson River Tunnels.

Mr. Getz said the Executive Report should show the trains that have broken down in the tunnels and what was done to expedite the removal of the trains that broke down in the tunnels. As Mr. Glucksman stated they have seen a lot of cancellations on the Pascack Valley Line trains due to a shortage of engineers. Mr. Getz said this has been going on for months and they really need an answer on how this problem can be solved.

Mr. Getz said he has also passed out a front page article about NJ TRANSIT being far behind in its implementation of Positive Train Control and their ability to meet the December 31, 2018 deadline. He said they need a comprehensive report presented at the next Board Meeting on what is being done to meet this deadline. Mr. Getz said Metro North and Long Island Railroad are going to put out a Positive Train schedule but NJ TRANSIT is not.

Mr. Getz said the Portal Bridge got stuck last Thursday in the morning and caused tremendous havoc and there was bad information given to the people who were stuck on the train. He said a friend mine was stuck on the train for five and a half hours from Perth Amboy going into Penn Station New York and this was outrageous. Mr. Getz said they need to work with Amtrak to ensure this bridge is not opened in the morning when people are trying to get into the City. He said years ago there was a plan with the Coast Guard not to open this bridge at certain times and NJ TRANSIT needs to look into this again.

Mr. Getz said the Pascack Valley Line was running on the Martin Luther King Holiday Schedule which does not provide enough trains for people who do work on this day to go into the City, this needs to change, and more trains should be added.

Mr. Getz said he agrees with Mayor Bhalla that this meeting should not have taken place on the Martin Luther King Jr. Federal Holiday because he was an important man that should be honored. He said this was not just an insult to African Americans, but to all Americans.

Joseph Clift wished Chairman Hammer the best in his retirement. He followed up on something Orrin Getz mentioned. Mr. Clift said in December of 2004 in the Board Minutes, at the time Executive Director George Warrington reported on a March to May 90 day study, they did an experiment with the Coast Guard, Amtrak, Marine Operators and Marine Shippers to move the traffic on the Hackensack River that forces Portal to open. He said in this 90 day period they reduced the number of opening incidents that delayed trains from 13 to one. Mr. Clift said the number of trains delayed was reduced over the 90 days from 31 to one, which made this a 97 percent reduction, by managing the time sewage and oil went down the river on barges and through that bridge. He said this is a fixable problem.

Mr. Clift said at the time Mr. Warrington said they were going to do a second 90 day study, they heard nothing on the reporting of this second study, and that next year the Portal Bridge Capacity Enhancement Study started. He said NJ TRANSIT now has a \$3 billion dollar investment, the first of which to replace a two-track bridge with a two-track bridge, when they could manage the problem away. Mr. Clift would like to see the new administration and the Board Members to think hard about how to spend money. He said the plan that NJ TRANSIT is pushing for Amtrak issue is 11 years old, wrong and waste of money. Mr. Clift said he understands last week the reason the bridge failed was because they were doing an inspection. He questioned if they were doing an inspection midday, and said it should have been done late at night after the trains had crossed.

Mr. Clift said there was a 53 minute gap in the schedule between New York Penn Station and Newark Penn Station. He said the schedule they ran that day was based on single tunnel operation. Mr. Clift said they need a more robust schedule for Washington's Birthday and snow days. He implored the Administration and the Board to push for this.

Mr. Clift said in reference to the Murphy Administration notice to NJ TRANSIT employees received regarding turning in their resignations last Wednesday, some received it by email and that was just cruel. He said some were told in person by their managers and some received it by email. Mr. Clift went on to read parts of the letter that said if they do not submit a letter of resignation they will not be considered for an interview and will be terminated. He said apparently this was the same letter that was used in the last two transitions in New Jersey and is basically boiler plate, but the difference was it has been never been used against NJ TRANSIT.

Mr. Clift said he doesn't know a single case where NJ TRANSIT, Amtrak, Metro North, Long Island Railroad or SEPTA in Philadelphia have had this type of action taken against them. He said NJ TRANSIT is an independent organization and whether new or old administration they should not meddle. Mr. Clift believes this was an honest mistake but he is waiting for the Murphy Transition Team to admit this.

Mr. Clift said the second opportunity to reverse this decision is saying this doesn't apply to NJ TRANSIT, however it is the Executive Director of NJ TRANSIT who went along with this because the letters went out under his signature and that is sad. He said the only other opportunity to fix this is that the Board go back to Phil Murphy's Transition Team and Steven Santoro and say let's discuss this and reverse this action.

Mr. Clift asked how they are going to get people to come to NJ TRANSIT if they think their jobs can disappear in a nanosecond at the whim of a politician. He believes it is mean to the people on the list, if they are hacks that have been brought into NJ TRANSIT they can be dealt with through the normal Human Resource Process. Mr. Clift implored the Chairman and the Board Members to go back to the Transition Team and get this thing reversed before noon tomorrow.

Murray Bodin thanked Executive Director Santoro for taking on the job as Executive Director, and said it was truly an impossible job. He said Executive Director Santoro stepped in and took responsibility to what could be done in a very bad situation. Mr. Bodin gave his sincere thanks and gratification for the job Executive Director Santoro has been done.

Mr. Bodin said he was partly responsible for the Amtrak accident in Washington because he did not speak more forcefully about changing the railroad crossing lights. He believes if he had they would have started looking at the process of the way railroads do business. Mr. Bodin believes it would not have been very difficult to start changing to only traffic lights because they use traffic lights on NJ TRANSIT everywhere in town so they have the base. He said light rail means only railroad cars that weigh less, and questioned why they have two different railroad crossing signals. Mr. Bodin believes had they made this point five years ago they would have been able to recognize that positive train control is a useless technology that they keep talking about as if it works.

Mr. Bodin said over the last week he started writing to any of the editors who have published an article on positive train control about how a car can stop by itself. He said they have buses and taxis running by themselves, so why don't they have trains that stop before they hit the end of Hoboken. Mr. Bodin said he will regret for the rest of his life that he didn't fight hard enough on these issues. He said CNN had a whole hour about cars that drive by themselves. Mr. Bodin asked who was going to stand up and say positive train control doesn't work, needs to be stopped, and is out of date. He said the train traffic lights need to be looked at and redone and only NJ TRANSIT can do this and look into self-driving cars.

Sally Gellert said the Union Dry Dock issue does not seem to be an investment for NJ TRANSIT as literature states. She said there is no indication that NJ TRANSIT will receive fair market value for this but they did hear additional information about New York Waterway rent payments. Ms. Gellert said this appears to be a favor to a private corporation. She said the representatives and tax payers who support NJ TRANSIT object to the practice of using their money to buy transportation assets and then turning them over to a private corporation when this money can be spent on better mobility for NJ TRANSIT riders. Ms. Gellert said the Union Dry Dock purchase is not a property to be used with their money. She was glad to see there will be longer discussion and negotiations on this because they do like ferries but also need their public monies to be spent on commons for the public.

Adjournment

Since there were no further comments or business, Chairman Hammer called for adjournment and a motion to adjourn was made by Board Member John Spinello seconded by Chairman Hammer, and unanimously adopted. The meetings were adjourned at approximately 10:25 a.m.

NEW JERSEY TRANSIT CORPORATION
NJ TRANSIT BUS OPERATIONS, INC.
NJ TRANSIT RAIL OPERATIONS, INC.
NJ TRANSIT MERCER, INC.
NJ TRANSIT MORRIS, INC.
RESCHEDULED BOARD OF DIRECTORS' MEETINGS

JANUARY 15, 2018

MINUTES

	PAGE
➤ CALL TO ORDER	-
➤ SAFETY ANNOUNCEMENT	-
➤ PLEDGE OF ALLEGIANCE TO THE FLAG	-
➤ APPROVAL OF MINUTES OF PREVIOUS MEETINGS	51989
➤ ADVISORY COMMITTEE REPORT	-
➤ PUBLIC COMMENTS ON AGENDA ACTION ITEMS ONLY	-
➤ SENIOR CITIZEN AND DISABLED RESIDENT TRANSPORTATION ADVISORY COMMITTEE REPORT (NEXT REPORT JUNE 2018)	-
➤ BOARD COMMITTEE REPORTS	-
*Customer Service Committee	
*Administration Committee	
*Capital Planning, Policy and Privatization Committee	
➤ EXECUTIVE DIRECTOR'S MONTHLY REPORT	-

ACTION ITEMS

1801-01	2018 CAPITAL PLANNING AND PROGRAMS TASK ORDER CONSULTANT CONTRACTS PROGRAM: TRAVEL DEMAND FORECASTING; AND TRANSIT-FRIENDLY PLANNING, LAND USE AND DEVELOPMENT	51991
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Authorization to enter into NJ TRANSIT Contract Nos. 16-039 through 16-040 with the firms shown in Exhibit A for Travel Demand Forecasting and Transit-Friendly Planning, Land Use and Development. The total value of the 2018 Task Order Consultant Contracts Program, of which these contracts comprise Part 2 of Package Two is \$50,000,000. Each contract will extend for five years; the maximum task and contract limits for each discipline are shown in Exhibit B.

- 1801-02 NJ TRANSIT RESILIENCE PROGRAM – DELCO LEAD STORAGE AND INSPECTION FACILITY PROJECT AND COUNTY YARD IMPROVEMENT PROJECT: CONSTRUCTION MANAGEMENT AND CONSTRUCTION ASSISTANCE SERVICES -**
- This item was deferred.
- 1801-03 69TH STREET GRADE SEPARATION PROJECT: AMENDMENT TO CONSTRUCTION MANAGEMENT CONTRACT 09-130 -**
- This item was deferred.
- 1801-04 BANKING SERVICES 52000**
- Authorization to enter into NJ TRANSIT Contract 17-031 with Wells Fargo Bank, N.A., to provide collection, disbursement, and other banking services to NJ TRANSIT and to take any other steps necessary to ensure a smooth transition and contiguous service for an initial period of three years with two, independent, one-year options, at a cost not to exceed \$300,000, subject to the availability of funds.
- 1801-05 CAMDEN IMPROVEMENTS: MEMORANDUM OF UNDERSTANDING WITH COUNTY OF CAMDEN FOR DEVELOPMENT OF CONCEPT DESIGN FOR WALTER RAND TRANSPORTATION CENTER 52003**
- Authorization to enter into the attached Memorandum of Understanding between and among NJ TRANSIT and the County of Camden by which NJ TRANSIT will fund a not-to-exceed amount of \$2,000,000 for development of a ten percent design of a new Walter Rand Transportation Center.
- 1801-06 CAMDEN IMPROVEMENTS: MEMORANDUM OF UNDERSTANDING WITH COUNTY OF CAMDEN FOR DESIGN AND CONSTRUCTION OF PEDESTRIAN BRIDGE 52019**
- Authorization to enter into the attached Memorandum of Understanding between and among NJ TRANSIT and the County of Camden by which NJ TRANSIT will fund a not-to-exceed amount of \$7,500,000 for design and construction of a pedestrian bridge across Martin Luther King, Jr. Boulevard in the area of South 6th Street in the City of Camden, New Jersey.
- EXECUTIVE SESSION AUTHORIZATION: Discuss personnel matters, contract negotiations, acquisition of real property with public funds, the status of pending and anticipated litigation, and matters falling within the attorney-client privilege, including, but not limited to, the Personal Injury Claim of Zenaida Gialamas and the Personal Injury Claim of Vincent DiGiacomo. 52033**

1801-07 COUNTY YARD IMPROVEMENTS PROJECT: ACQUISITION OF CITY OF NEW BRUNSWICK PROPERTY -

This item was deferred.

1801-08 UNION DRY DOCK MARINE MAINTENANCE FACILITY, CITY OF HOBOKEN – PROPERTY ACQUISITION AND LEASE -

This item was deferred.

1801-09 PERSONAL INJURY CLAIM OF ZENAIDA GIALAMAS 52034

Authorization to settle the claim of Zenaida Gialamas through her attorney, at an amount discussed in executive session. The Attorney General has approved the proposed settlement, subject to the availability of funds.

1801-10 PERSONAL INJURY CLAIM OF VINCENT DIGIACOMO 52036

Authorization to settle the claim of Vincent DiGiacomo through his attorney, at an amount discussed in executive session. The Attorney General has approved the proposed settlement, subject to the availability of funds.

➤ **PUBLIC COMMENTS ON OTHER MATTERS**

➤ **ADJOURNMENT**

APPROVAL OF MINUTES

WHEREAS, the By-Laws provide that the minutes of actions taken at meetings of the New Jersey Transit Corporation, NJ TRANSIT Rail Operations, Inc., NJ TRANSIT Bus Operations, Inc., NJ TRANSIT Mercer, Inc., and NJ TRANSIT Morris, Inc. Board of Directors be approved by the Board; and

WHEREAS, pursuant to Section 4(f) of the New Jersey Public Transportation Act of 1979, the minutes of actions taken at the December 13, 2017 Board Meetings of the New Jersey Transit Corporation, NJ TRANSIT Bus Operations, Inc., NJ TRANSIT Rail Operations, Inc., NJ TRANSIT Mercer, Inc., and NJ TRANSIT Morris, Inc. were forwarded to the Governor on December 19, 2017;

NOW, THEREFORE, BE IT RESOLVED that the minutes of actions taken at the December 13, 2017 New Jersey Transit Corporation, NJ TRANSIT Rail Operations, Inc., NJ TRANSIT Bus Operations, Inc., NJ TRANSIT Mercer, Inc., and NJ TRANSIT Morris, Inc. Board of Directors' meetings are hereby approved.

ACTION ITEMS

ITEM 1801-01: 2018 CAPITAL PLANNING AND PROGRAMS TASK ORDER CONSULTANT CONTRACTS PROGRAM: TRAVEL DEMAND FORECASTING; AND TRANSIT-FRIENDLY PLANNING, LAND USE AND DEVELOPMENT

BENEFITS

NJ TRANSIT has an ongoing need for consultant services in various planning and engineering disciplines. The volume of work increases and decreases in response to needs and available funding and, as a result, it is costly and impractical to retain an in-house workforce sufficient to meet maximum workloads. Task order contracts also allow retention of specialized expertise that is rarely cost-effective to maintain in-house. Additionally, the availability of task order contracts affords the opportunity to use consultants already pre-qualified for specific work efforts, thus minimizing the time and cost needed to initiate and complete work. Contracting with a limited number of consultants also provides a greater measure of control over the work being performed.

NJ TRANSIT assessed its current Task Order Consultant Contracts program, determining that 14 disciplines are required to address NJ TRANSIT's future needs. These 14 disciplines have been organized into four packages, which will be procured separately. The present item for consideration by the NJ TRANSIT Board of Directors addresses the second ("Package Two") of the four Task Order Consultant Contract Packages. Package Two contains firms for four disciplines, which will be divided into two separate items: Architectural/Engineering and Bridge and Railway Engineering ("Part 1"); and Travel Demand Forecasting; and Transit-Friendly Planning, Land Use and Development ("Part 2").

ACTION (Scorecard: Corporate Accountability)

Staff seeks authorization to enter into NJ TRANSIT Contract Nos. 16-039 through 16-040 with the firms shown in Exhibit A for Travel Demand Forecasting and Transit-Friendly Planning, Land Use and Development. The total value of the 2018 Task Order Consultant Contracts Program, of which these contracts comprise Part 2 of Package Two is \$50,000,000. Each contract will extend for five years; the maximum task and contract limits for each discipline are shown in Exhibit B.

PURPOSE

Authorization of these task order contracts will provide available labor as needed to support NJ TRANSIT's Capital Program, handle specialized workloads, address critical issues, and engage specialized engineering and planning expertise not available in-house.

BACKGROUNDHistory

In 1992, staff requested, and the Board authorized, the first task order contracts for environmental services, architecture and engineering design, and bridge and structural engineering design. The Board authorized subsequent contracts for these services and authorized additional task order contracts for facility and site planning/conceptual engineering, market research, transit demand modeling and analysis, bus and rail service planning, construction management services, site planning and engineering, transit-friendly general planning, public transit planning, and vertical transportation services.

The following table shows the authorizations for the various task order contracts for the 2012 base program (not including separate authorizations for the NJ TRANSIT Resilience Program, Rebuild by Design, Hoboken Incident, or Super Bowl XLVIII).

Contract No.	Discipline	Task Limit	Contract Limit (per firm)
13-001	Corridor Planning	\$ 500,000	\$ 2,250,000
13-002	Environmental Consulting Services	\$ 500,000	\$ 6,800,000
13-003	Qualitative and Quantitative Research	\$ 500,000	\$ 2,250,000
13-004	Rail Operations and Infrastructure Planning	\$ 500,000	\$ 4,500,000
13-005	Stations, Access and Site Planning	\$ 400,000	\$ 2,250,000
13-006	Architectural/Engineering	\$ 500,000	\$ 5,250,000
13-007	Bridge and Railway Engineering	\$ 600,000	\$ 3,000,000
13-008	Travel Demand Forecasting	\$ 400,000	\$ 3,000,000
13-009	Community Transportation	\$ 350,000	\$ 1,500,000
13-010	Construction Management Services	\$ 600,000	\$ 5,950,000
13-011	Transit-Friendly Planning, Land Use and Development	\$ 400,000	\$ 2,250,000
13-012	Vertical Transportation	\$ 400,000	\$ 3,000,000
13-040	Access Link	\$ 350,000	\$ 1,500,000
Total Authorization – All Contracts		\$48,075,000	

The first contracts for the 2012 Task Order Consultant Contracts Program were approved in October 2012 (Item 1210-48) with the subsequent contracts approved in December 2012 (Item 1212-61), April 2013 (Item 1304-14), and May 2013 (Item 1305-21). The original 2012 Program envisioned an overall authorization of \$32,050,000 and contract duration of three years. Subsequent to the commencement of the 2012 Program, staff resources were diverted to the management and procurement of both design and construction contracts related to recovery and resilience projects resulting from the impact of Superstorm Sandy. Consequently, the initiation of a subsequent Task Order Consultant Contracts Program was delayed. In November 2015, the NJ TRANSIT Board of Directors authorized an extension of time and an increase in overall authorization for the 2012 Program. The overall authorization was increased to \$48,075,000.

Justification

The planning, design and engineering effort required to implement NJ TRANSIT's Capital Program can be provided in three ways: in-house forces, traditional competitive procurements (Request for Proposal), and task order contracts.

NJ TRANSIT staff generally is responsible for the design of routine projects such as station rehabilitation work. Traditional competitive procurements are used for planning and engineering projects that are complex, requiring several different disciplines to interact, and that have schedules compatible with the time required for contracting with consultants through this process.

In accordance with Executive Order No. 37 and NJ TRANSIT Procurement Regulations, N.J.A.C. 16:72-1.5, all contracts for the procurement of goods or services that in the aggregate exceed the bid threshold must be awarded through the public bidding process. Every five years the bid threshold is modified by the Department of Treasury, under N.J.S.A. 40A: 11-3. The last modification became effective July 1, 2015.

The Request for Proposal (RFP) includes a description of the services to be purchased, all significant evaluation factors and their relative importance, and any other relevant information such as schedule dates and deadlines for the completion of the work. Staff prepares a Technical Specification package, which includes pertinent details, a project summary, and a scope of work for inclusion in the RFP. The scope of work describes the technical requirements to be met, as well as what services are to be completed for each milestone from inception to completion.

Depending on the complexity of the project, it is not uncommon for the procurement process – from the time staff starts to prepare the scope of work to the actual evaluation of the proposals – to take a year to complete. In addition, professional services contracts valued at \$250,000 or more require Board of Directors' approval, which can add an additional two months to the process. Not only are NJ TRANSIT staff resources devoted to this effort, but the consultants must also devote staff resources responding to the RFP.

The introduction of task order contracts resulted from the recognition that:

- It is not practical to staff in-house capabilities to meet maximum needs;
- It is more cost-effective to supplement core staff resources with outside consultants when workloads increase;
- Some design tasks require specialized expertise that is not cost-effective to maintain in-house, as it is needed only occasionally; and,
- Many of the tasks need to be completed on a schedule that is not compatible with the typical competitive procurement process.

Without the task order consultant contracts to supplement in-house forces, implementing the Capital Program would require an increase of in-house design staff as well as Procurement staff. Bidding each assignment separately would delay program implementation; construction industry inflation erodes the purchasing power of the

Capital Program, which does not generally increase in proportion to construction industry inflation.

Procurement

In fall 2015, staff assessed the current Task Order Consultant Contracts Program to determine if the program should be continued. The assessment included a review of whether the disciplines addressed future needs. In addition, staff recommended that the fourteen disciplines be procured as four separate packages to reduce the burden on the consultant community as well as on staff. The four Task Order Consultant Contract packages are:

Package One

- Corridor Planning
- Environmental Consultant Services
- Qualitative and Quantitative Research
- Rail Operations and Infrastructure Planning
- Stations, Access, Parking and Site Planning

Package Two

- Architectural / Engineering (Part 1)
- Bridge and Railway Engineering (Part 1)
- Travel Demand Forecasting (Part 2)
- Transit-Friendly Planning, Land Use and Development (Part 2)

Package Three

- Community Transportation
- Construction Management Services
- Vertical Transportation
- Access Link

Package Four

- Emergency Response / Resilience Planning

Office of State Comptroller approval to advertise the Package Two contracts was received on March 15, 2017. The NJ TRANSIT Office of Business Development assigned the following Disadvantaged Business Enterprise (DBE) goals to the two disciplines included in Part 2 of Package Two:

Travel Demand Forecasting	21% DBE
Transit-Friendly Planning, Land Use and Development	17% DBE

A Request for Proposals for the Task Order Consultant Contracts, Package Two, was advertised in *The Star-Ledger* and *The Trenton Times* on April 11, 2017 and Pre-Proposal Conferences were held on May 3, 2017. Proposals were received on June 15, 2017 and were evaluated by Technical Evaluation Committees (TECs) assembled with knowledge relevant to each discipline.

At the Pre-Proposal Conferences and in the RFP materials, the interested firms were advised that the Task Order Consultant Program would be advertised as four separate packages. Prime Consultants could submit proposals for more than one discipline. Unlike past Task Order Consultant Contracts Programs, Prime Consultants are no longer limited to the number of contracts that they may be awarded. Firms responding as a Prime Consultant were not allowed to respond as a subconsultant on another team within the same discipline, but were not precluded from responding as a subconsultant on another team within a different discipline.

Firms were also advised of the two future advertisements for proposals. The total authorization for all four packages will be \$50,000,000, an increase from previous programs due to the longer contract duration. The contract duration for this program is five years.

Based on the written submissions, firms were short-listed for oral interviews which were held in late August and early September 2017, and those firms judged most responsive by the TECs will be selected for the 2018 Task Order Consultant Contracts Program.

**SELECTION PROCESS
(Number of Firms)**

Discipline	Proposals Submitted	Oral Interviews	Selected
Travel Demand Forecasting	4	4	3
Transit-Friendly Planning, Land Use and Development	6	4	3

Scope of Work

Travel Demand Forecasting

The Travel Demand Forecasting discipline includes maintaining, updating, improving, and assisting NJ TRANSIT with various travel modeling and forecasting methods statewide. This includes understanding and utilizing both NJ TRANSIT's existing models, as well as MPO models in New Jersey. In certain cases, integration of MPO models with NJ TRANSIT models and forecasting techniques will be required. Tasks include development of travel survey efforts, as well other projects to support travel forecasting.

Transit-Friendly Planning, Land Use and Development

The Transit-Friendly Planning, Land Use and Development discipline includes on-call technical planning assistance to interested municipalities to create and implement context-sensitive, community-based vision plans to guide local growth in a comprehensive manner; especially in areas where transit could stimulate new development opportunities; and create strong community centers for people to live, work, and socialize.

This item has been reviewed and recommended by the Board Capital Planning, Policy and Privatization Committee.

FISCAL IMPACTS

Requested Authorization:	\$ 50,000,000 (Total 2018 Program)
Past Authorizations:	June 2017 1706-20 (Package One Authorization) December 2017 1711-52 (Package Two, Part 1 Authorization)
Expenditures to Date:	\$0
Total Project Cost:	\$50,000,000 (Total 2018 Program)
Projected Date of Completion:	N/A
Capital Program Amount:	Project dependent
Operating Budget Amount:	\$0
Anticipated Source of Funds:	Federal Transit Administration Transportation Trust Fund
PRINTS ID Number:	Project dependent
DBE/SBE Goal:	
Travel Demand Forecasting Contract No. 16-039	21% DBE
Transit-Friendly Planning, Land Use and Development Contract No. 16-040	17% DBE
<i>NJ Build</i> Amount:	None
Future Related Authorizations:	Task Order Consultant Contract Program Packages 3 and 4
Impact on Subsequent Operating Budgets:	None

RESOLUTION

WHEREAS, NJ TRANSIT seeks to improve and expand its transportation facilities; and

WHEREAS, NJ TRANSIT has a continuing need for consultant services in the fields of Travel Demand Forecasting and Transit-Friendly Planning, Land Use and Development; and

WHEREAS, Task Order Consultant Contracts will be used on an as-needed basis to supplement in-house staff; and

WHEREAS, Task Order Consultant Contracts are needed to support NJ TRANSIT's capital program, address critical issues and ensure environmental compliance; and

WHEREAS, Task Order Consultant Contracts will provide specialized expertise which is rarely cost-effective to maintain in-house; and

WHEREAS, following the completion of a competitive procurement process, it was determined that six firms submitted the most advantageous proposals for the two disciplines included as Part Two of Package Two;

NOW, THEREFORE, BE IT RESOLVED that the Chairman or Executive Director is hereby authorized to enter into NJ TRANSIT Contract Nos. 16-039 through 16-040 with the firms shown in Exhibit A for Travel Demand Forecasting and Transit-Friendly Planning, Land Use and Development. The total value of the 2018 Task Order Consultant Contracts Program, of which these contracts comprise Part 2 of Package Two, will be \$50,000,000. Each contract will extend for five years; the maximum task and contract limits are shown in Exhibit B.

SELECTED FIRMS

CONTRACT NO. 16-039 TRAVEL DEMAND FORECASTING – 3 FIRMS

- 16-039A** **Stantec Consulting Services Inc. (Mount Laurel, New Jersey)** with Michael Baker International Inc., Resource Systems Group, T.Y. Lin International, Gallop Corporation, Sobers Consulting LLC, and Citilabs, Inc.
- 16-039B** **AECOM Technical Services, Inc. (New York, New York)** with Connetics Transportation Group, EA Harper Consulting, Gallop Corporation, Resource Systems Group, Sobers Consulting LLC and TechniQuest Corp.
- 16-039C** **Steer Davies & Gleave Ltd. (Brooklyn, New York)** with Vanasse Hangen Brustlin, Watchung Transportation Group and Sobers Consulting LLC.

CONTRACT NO. 16-040 TRANSIT-FRIENDLY PLANNING, LAND USE AND DEVELOPMENT – 3 FIRMS

- 16-040A** **NV5, Inc. (Parsippany, New Jersey)** with Regional Plan Association, Looney Ricks Kiss, Timothy Haahs & Associates, Inc., 4ward Planning, Fitzgerald & Halliday, Inc. and Arterial, LLC.
- 16-040B** **Perkins Eastman, (New York, New York)** with Louis Berger, HR&A, Real Estate Solutions, Fitzgerald & Halliday, Inc., Nushuane and Mercer Planning.
- 16-040C** **Group Melvin Design, (Camden, New Jersey)** with Arterial LLC, Econsult Solutions and Fitzgerald & Halliday, Inc.

**CONTRACT AND TASK LIMITS
(By Discipline)**

Contract No.	Discipline	Task Limit	Contract Limit (Per firm)
16-039	Travel Demand Forecasting	\$400,000	\$3,750,000
16-040	Transit-Friendly Planning, Land Use and Development	\$400,000	\$2,800,000

ITEM 1801-04: BANKING SERVICES

BENEFITS

This authorization will enable NJ TRANSIT to continue mandatory banking services including the acceptance of deposits, optimal account structure and funds concentration, check disbursements (payroll, accounts payable, claims and customer refunds), electronic disbursements including wire and ACH payments, lockbox remittance services, control and reconciliation, investment of funds, and information reporting and archiving. Additionally, customer service such as employee check cashing is required. These services are necessary to facilitate payments to employees and vendors and receipts from multiple sources such as farebox revenue.

ACTION (Scorecard: Corporate Accountability, Financial Performance)

Staff seeks authorization to enter into NJ TRANSIT Contract 17-031 with Wells Fargo Bank, N.A., to provide collection, disbursement, and other banking services to NJ TRANSIT and to take any other steps necessary to ensure a smooth transition and contiguous service for an initial period of three years with two, independent, one-year options, at a cost not to exceed \$300,000, subject to the availability of funds.

PURPOSE

NJ TRANSIT requires these banking services to ensure the systematic gathering of information concerning its collections, disbursements and cash balances to effectively manage the funds of the company. This authorization will allow NJ TRANSIT to improve its banking services at competitive costs. The recommendation is the result of a competitive selection process and the bank's ability to effectively and efficiently service NJ TRANSIT's needs.

BACKGROUND

Article IX of NJ TRANSIT's By-Laws requires Board authorization to obtain a new or sever an existing financial relationship. The recommendation of Wells Fargo Bank, N.A. is the result of a competitive selection process.

This item has been reviewed and recommended by the Board Administration Committee.

FISCAL IMPACTS

Requested Authorizations:

Total Authorization \$300,000

Past Authorizations: September 2011, Bank of America, \$403,156
March 2006, Bank of America \$480,000

Expenditures to Date: N/A

Total Project Cost: \$300,000

Projected Date of Completion: April 15, 2023

Capital Program Amount: N/A

Operating Budget Amount: \$100,000

Anticipated Source of Funds: Operating

PRINTS ID Number: N/A

DBE/SBE Goal: 0%

***NJ Build* Amount:** \$0

Related/Future Authorizations: None

Impacts on Subsequent Operating Budgets: \$55,000 per year

RESOLUTION

WHEREAS, NJ TRANSIT requires the systematic gathering of information concerning its collections, disbursements and cash balances to effectively manage the funds of the company; and

WHEREAS, Article IX of the By-Laws requires Board authorization to obtain a new or sever an existing financial relationship; and

WHEREAS, NJ TRANSIT staff has identified an opportunity to obtain improved banking services at competitive costs;

NOW, THEREFORE, BE IT RESOLVED that the Chairman or Executive Director is authorized to enter into NJ TRANSIT Contract 17-031 with Wells Fargo Bank, N.A., to provide collection, disbursement, and other banking services to NJ TRANSIT and to take any other steps necessary to ensure a smooth transition and contiguous service for an initial period of three years with two, independent, one-year options, at a cost not to exceed \$300,000, subject to the availability of funds.

ITEM 1801-05: CAMDEN IMPROVEMENTS: MEMORANDUM OF UNDERSTANDING WITH COUNTY OF CAMDEN FOR DEVELOPMENT OF CONCEPT DESIGN FOR WALTER RAND TRANSPORTATION CENTER

BENEFITS

The concept design for the Walter Rand Transportation Center, located in Camden, New Jersey, will provide for a new intermodal transit facility that includes a bus terminal and parking deck at the site of the existing facility. This concept design will support NJ TRANSIT's ongoing ability to operate its existing bus service, accommodate future growth in bus demand, and support larger future projects such as South Jersey Bus Rapid Transit and the Glassboro-Camden Light Rail project, while supporting City and County of Camden land use policies and goals for economic development and sustainable growth.

The Walter Rand Transportation Center currently supports NJ TRANSIT and Greyhound fixed route bus lines, as well as locally-operated services that provide access to employment opportunities at the Pureland Industrial Park.

ACTION (Scorecard: Safety and Security; Customer Experience; Corporate Accountability; Financial Performance)

Staff seeks authorization to enter into the attached Memorandum of Understanding between and among NJ TRANSIT and the County of Camden by which NJ TRANSIT will fund a not-to-exceed amount of \$2,000,000 for development of a ten percent design of a new Walter Rand Transportation Center.

PURPOSE

The Memorandum of Understanding between NJ TRANSIT and the County of Camden will provide for development of a preliminary engineering and design product, at a ten percent design level, including component studies for development of a new Walter Rand Transportation Center. The County of Camden will be responsible to provide funding for any costs above the \$2,000,000 amount for this project.

The County of Camden will be responsible for providing the day-to-day project management of this design effort. The new Walter Rand Transportation Center design will be managed by the County of Camden, which will be responsible for ensuring that all elements of a scope of work provided by NJ TRANSIT will be completed. The scope of work includes that analyses are performed with methodologies compliant with state procedures and standard design and engineering practices.

BACKGROUND

History

Redevelopment of the Walter Rand Transportation Center has been envisioned as a component of the larger redevelopment of this portion of the City of Camden, which is home to Cooper University Hospital and other major uses. NJ TRANSIT has worked and will continue to work with the County of Camden to develop a consensus on a design of the new Walter Rand Transportation Center. The area surrounding Walter Rand Transportation Center is being considered for redevelopment and the functionality of Walter Rand Transportation Center itself is an integral part of this redevelopment. The County of Camden anticipates as much as \$4 billion in economic investment in the area.

Agreement

The Memorandum of Understanding to be executed between NJ TRANSIT and the County of Camden sets forth the terms and conditions governing the preliminary, ten percent design of the Walter Rand Transportation Center. In accordance with the terms and conditions in this agreement, the County of Camden will be responsible for the day-to-day management of this effort. With respect to the Walter Rand design, NJ TRANSIT will be actively engaged with the County of Camden to ensure that all transportation issues are addressed in this effort.

Procurement

Consultant firms for the ten percent design will be selected through a competitive procurement process directed by the County of Camden, in coordination with appropriate state entities and in accordance with state requirements.

This item has been reviewed and recommended by the Board Capital Planning, Policy and Privatization Committee.

FISCAL IMPACTS

Requested Authorization: Authorization to enter into the attached Memorandum of Understanding between and among NJ TRANSIT and the County of Camden by which NJ TRANSIT will fund a not-to-exceed amount of \$2,000,000 for development of a ten percent design of a new Walter Rand Transportation Center.

Past Authorizations: None

Expenditures to Date: None

Total Project Cost: \$2,000,000

Projected Date of Completion: TBD

Capital Program Amount: \$2,000,000

Operating Budget Amount: None

Anticipated Source of Funds: Transportation Trust Fund

PRINTS ID Number: TBD

DBE/SBE Goal: TBD

***NJ BUILD* Amount:** N/A

Related Future Authorizations: Preliminary Engineering
Final Engineering
Construction Assistance
Construction Management
Construction Services

Impact on Subsequent Operating Budgets: None

RESOLUTION

WHEREAS, the concept design for the Walter Rand Transportation Center, located in Camden, New Jersey, will provide for a new intermodal transit facility that includes a bus terminal and parking deck at the site of the existing facility; and

WHEREAS, this concept design will support NJ TRANSIT's ongoing ability to operate its existing bus service, accommodate future growth in bus demand, and support larger future projects such as South Jersey Bus Rapid Transit and the Glassboro-Camden Light Rail project, while supporting City and County of Camden land use policies and goals for economic development and sustainable growth; and

WHEREAS, the Memorandum of Understanding between NJ TRANSIT and the County of Camden will provide for development of a preliminary engineering and design product, at a ten percent design level for development of a new Walter Rand Transportation Center; and

WHEREAS, the County of Camden will be responsible to provide funding for any costs above the \$2,000,000 amount for this project;

NOW, THEREFORE, BE IT RESOLVED that the Chairman or Executive Director is hereby authorized to enter into the attached Memorandum of Understanding between and among NJ TRANSIT and the County of Camden by which NJ TRANSIT will fund a not-to-exceed amount of \$2,000,000 for development of a ten percent design of a new Walter Rand Transportation Center.

**AGREEMENT TO COMMENCE PRELIMINARY ENGINEERING
OF A NEW WALTER RAND TRANSPORTATION CENTER
IN CAMDEN, CAMDEN COUNTY, NEW JERSEY**

Between

The County of Camden

And

New Jersey Transit Corporation

THIS AGREEMENT is made as of January _____, 2018, by and among the County of Camden (“County” or “County of Camden”), having offices at 520 Market Street, Camden, New Jersey 08102 and New Jersey Transit Corporation (“NJ” or “NJ TRANSIT”), an instrumentality of the State of New Jersey, having offices at One Penn Plaza East, Newark, New Jersey 07105;

WITNESSETH:

WHEREAS, Walter Rand Transportation Center (the “Center”) is a major multi-modal hub in Camden, New Jersey serving Southern New Jersey and the greater Philadelphia region; and

WHEREAS, the Center opened in 1989 and currently accommodates 28 bus lines, the NJ TRANSIT RiverLine and the Port Authority Transit Corporation Speedline (“PATCO Speedline”); and

WHEREAS, the Center is critical to Camden’s ability to move thousands of new people who are projected over the next few years to arrive as a result of almost \$4 billion in new economic investments; and

WHEREAS, NJT remains committed to maintaining its system in a state-of-good-repair and continuously evaluates opportunities to improve facilities and infrastructure as part of its ongoing statewide planning efforts; and

WHEREAS, there are opportunities at the Center to support NJT's ongoing ability to operate its existing bus service, accommodate future growth in bus demand, and support larger future projects such as South Jersey Bus Rapid Transit and the Glassboro-Camden Light Rail project, while supporting City and County of Camden land use policies and goals for economic development and sustainable growth; and

WHEREAS, the County and NJT recognize a need to preliminarily engineer a redesign of the Center to accommodate the influx of people into Camden (the "Project"); and

WHEREAS, the County has agreed to cause the preliminary engineering of the Project; and

WHEREAS, the New Jersey Transportation Trust Fund Act, N.J.S.A. 27:1B-1 et. seq., authorizes the Commissioner of the Department of Transportation and NJT to allocate transportation improvement funds to counties, pursuant to legislative appropriations; and

WHEREAS, the NJT has determined that a contribution from the Transportation Trust Fund shall expedite the advancement of the Project and thereby benefit the County's transportation system; and

WHEREAS, the NJT has allocated Two Million Dollars (\$2,000,000) in Fiscal Year 2018 through the FY 2018-2027 Statewide Transportation Improvement Program to benefit Walter Rand Transportation Center Improvements; and

WHEREAS, this allocation was not intended to be made pursuant to the distribution factor set forth in N.J.S.A. 27:1B-25(c); and

WHEREAS, the County and the NJT wish to enter into an agreement (the "Agreement") setting forth the terms and conditions that shall govern the provision of certain funds by NJT to the County for the effectuation of the Project; and

WHEREAS, the NJT, under the powers vested in it by the State of New Jersey is authorized to enter into this Agreement; and

WHEREAS, the County, under the powers vested in it by law and as more particularly set forth in N.J.S.A. 40A:11-5(2) and N.J.S.A. 40:20-1 et. seq. is authorized to enter into this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and representations contained herein, and specifically incorporating the above recitals into the Agreement and agreeing to be bound by the same as if fully set forth below, the County and the NJT, intending to be legally bound, hereby agree as follows:

I. CREATION OF EXECUTIVE STEERING COMMITTEE

- a. The Project shall have an Executive Steering Committee.
- b. The role of the Executive Steering Committee will be to collaborate, exchange information, and provide a forum for committee members to provide input throughout all phases of the design effort.
- c. The Executive Steering Committee will discuss and attempt to build consensus on the direction of the Project, the Project schedule, Project related policy issues, and concerns raised by local stakeholders.
- d. The Executive Steering Committee will be chaired by the head of the Camden County Department of Public Works and/or his delegates, and will also include staff from the County and the NJT. Other critical entities will be periodically incorporated into this committee as needed.
- e. The NJT Assistant Executive Director, Capital Planning & Programs will notify in writing the head of the Camden County Department of Public Works the representatives of the NJT that will serve on the Executive Steering

Committee. In addition, the Chair of the Customer Service Committee of the NJT Board of Directors will serve on the Executive Steering Committee.

- f. The Executive Steering Committee is an advisory board.

II. OBLIGATIONS OF THE PARTIES

1. OBLIGATIONS of COUNTY OF CAMDEN.

- a. The COUNTY will serve as project manager overseeing the preliminary engineering phase of the Project on behalf of the COUNTY and the NJT.
- b. Under this Agreement, the COUNTY will procure the services of an engineering/design consultant to advance the preliminary engineering phase of the Project. The COUNTY shall provide the Request for Proposals (RFP) for consultant services to the NJT for its approval prior to the issuance. The COUNTY will also procure the services of a separate program management consultant to provide budget, reporting, controls, document management, and coordination assistance with the management of the Project and a related effort to construct an adjacent pedestrian bridge and walkway that the COUNTY is also managing. The COUNTY shall provide the RFP to the NJT for its approval prior to the issuance. NJT will be an ex officio participant in the consultant selection process, including through the review of responsive proposals.
- c. COUNTY will procure all services in a manner consistent with State law and the requirements that govern the use of Transportation Trust Fund monies including, but not limited to those requirements contemplated in Exhibit A. The COUNTY shall provide copies of certificates of proof of insurance by all contractors and subcontractors to the NJT upon contract award.

- d. COUNTY will have responsibility to secure whatever environmental approvals, permits, or reviews are required and shall coordinate with all relevant oversight authorities.
- e. COUNTY will timely review, approve, and cause to make payment against invoices submitted by consultants or other third parties providing services in response to a Request for Proposal or Invitation for Bid in a form approved by the NJT. The COUNTY will then submit such invoices to the NJT for payment after addressing any questions or issues that may be observed in the said invoices. The COUNTY will indicate its review and approval of each invoice in a manner acceptable to NJT and consistent with Generally Accepted Accounting Principles. The COUNTY will submit invoices to the NJT for reimbursement until such time as the \$2,000,000 allocation has been exhausted.
- f. The County will be responsible for providing the NJT's project representative with regular updates regarding the progress of the Project which will be provided not less often than once each month. In addition, the COUNTY and the NJT will meet to consult regarding the Project on a regular basis and as requested by either of the said parties. The COUNTY will, in good faith, consider and include the comments made by the NJT's Project representative in the design effort.
- g. Prior to any public outreach, the COUNTY shall seek the NJT's approval of the proposed information to be presented.
- h. NJT waives any future claims, actions or suits against the County in connection with the COUNTY's obligations as set forth in this Agreement, except to the extent that any alleged acts and/or omissions by the COUNTY or its employees or contractors constitute willful misconduct or criminal activity, although it is the intent of this Agreement that the NJT's total contribution to the Project be limited to the \$2,000,000 allocation..

2. OBLIGATIONS of NJT

- a. NJT will assign qualified personnel, including a project representative, to work with the County in order to assure the timely and effective completion of the Project.
- b. NJT will assume full responsibility for payment to the County for its work on the Project based on the following;
 - 1 Subject to the availability of funds, and in accordance with this Agreement, the NJT shall pay Actual Costs (as herein defined) incurred by the COUNTY in connection with the work of third parties providing project management and design/engineering services in support of the Project. NJT shall make payments up to Two Million Dollars (\$2,000,000) for the Project as reimbursable costs are incurred, minus the cost of the NJT's in-house support necessary to support the project and administer Transportation Trust Fund monies, to review designs, support the Executive Steering Committee, and provide technical assistance as needed up to \$100,000.
 - 2 COUNTY shall be solely responsible for its own in-house costs and for One Hundred Percent (100%) of any additional costs which exceed Two Million Dollars (\$2,000,000). In no case will the NJT's contribution to the Project exceed the sum of Two Million Dollars (\$2,000,000) for this Project.
- c. NJT will review all approved invoices submitted by the COUNTY for this Project and, subject to the NJT's right to raise reasonable questions about such invoices, it will pay the proper invoice amounts directly to the County.
- d. The COUNTY waives any future claims, actions or suits against the NJT in connection with the NJT's obligations as set forth in this Agreement (except its payment obligations), except to the extent that any alleged acts and/or omissions by the NJT or its employees or contractors constitute willful misconduct or criminal activity.

III. GENERAL

- a. The Parties agree that the scope of the Project should include the following elements, and that these items should be included in the scope of services for the engineering/design services firm:
 - i An inventory of existing facilities, passenger flows, services, supporting space and functional system operations;
 - ii A boundary and topographic survey;
 - iii The development of passenger volume forecasts;
 - iv Preparation of preliminary alternative concept plans, in order to meet the requirement of NJT and accommodate additional growth;
 - v Evaluation and screening of concept plans;
 - vi Recommendation and Execution of a concept plan for 10% design;
 - vii Stakeholder outreach; and
 - viii Cost estimates.

- b COUNTY will additionally consider whether a preliminary pro forma and benefits for the recommended plan should be developed, whether environmental documentation to satisfy the requirements of Executive Order 215 should be prepared, and whether Phase 1 Subsurface Investigation and Borings are appropriate.

- b. COUNTY shall permit the authorized representatives of the NJT, including the NJT's Auditor General, the Office of the State Comptroller, and other oversight

authorities, to inspect and audit all data and records of the County, its contractors, subcontractors, and assigns relating to the performance of its subcontractors, agents and consultants under this Agreement. NJT may, upon reasonable notice, during regular business hours for a period of three years after completion of the Project, examine all records of the COUNTY relating to any and all payments incurred in connection with the effectuation of the Project.

- c. COUNTY shall maintain all documentation for the Project, including design deliverables.
- d. This Agreement shall not be construed to create any rights on behalf of any party other than the COUNTY and the NJT.
- e. No commissioner, officer, agent or employee of the COUNTY or the NJT shall be held personally liable under any provision of this Agreement or because of its execution or because of any breach or alleged breach of this Agreement.
- f. To the extent that the intent and underlying purpose of this Agreement are not compromised, the invalidity or unenforceability of any term, covenant, condition or provision of this Agreement, or its application to any persons, entities or circumstances shall not render invalid or unenforceable the remainder of this Agreement or the application of such term, covenant, condition or provision to persons, entities or circumstances other than those as to which it is held invalid or unenforceable and each term, covenant, condition and provision of this Agreement shall remain valid and enforceable to the fullest extent permitted by applicable law.
- g. This Agreement may be amended, modified or supplemented from time to time. Any such amendments, modification, or supplement shall be in writing executed by the Parties. This Agreement shall be enforced in accordance with the terms of any amendment, modification or supplement hereof.

h. This Agreement shall be construed and governed in accordance with the laws of State of New Jersey.

i. DISPUTE RESOLUTION – The County and NJT

All disagreements concerning this Agreement as between the County and NJT shall be initially submitted to the Camden County Engineer and to the Assistant Executive Director Capital Planning & Programs of NJT, or their designees for review and determination. In the event a determination acceptable to the parties is not made at this level, the parties shall then submit such disagreement to the Camden County Administrator and Executive Director of NJT; in the event that the Camden County Administrator and the Executive Director of NJT do not agree, then either party may seek all available legal or equitable remedies.

IV. NOTICES

The County's authorized representative for this Agreement, to whom all correspondences and notices should be addressed, is:

Kevin Becica
Camden County Department of Public Works
Charles J. DePalma Complex
2311 Egg Harbor Road
Lindenwold, New Jersey 08021

With a copy to:

Camden County Counsel's Office
520 Market Street
Courthouse, 14th Floor
Camden, NJ 08101

And to:

Ross Angilella
Camden County Administrators
City Hall
520 Market Street, 16th Floor
Camden, NJ 08101

NJT's authorized representative for this Agreement, to whom all correspondence and notices should be addressed, is:

Eric R. Daleo
Assistant Executive Director,
Capital Planning & Programs
NJ TRANSIT
One Penn Plaza East
Newark, NJ 07105

With a copy to:

Jeremy Colangelo-Bryan,
Chief Planner
Capital Planning & Programs Department
NJ TRANSIT
One Penn Plaza East
Newark, NJ 07105

IN WITNESS WHEREOF, the COUNTY has caused this instrument to be signed and attested by its duly authorized representative, the NJT has caused this instrument to be signed by its Assistant Executive Director Capital Planning & Programs, to be hereunto affixed the day, month and year first written above.

Witness: **COUNTY OF CAMDEN**

By: _____

DATED: _____

Witness: **NEW JERSEY TRANSIT CORPORATION**

By: _____

Eric R. Daleo
Assistant Executive Director,
Capital Planning & Programs

DATED: _____

This has been approved as to form on behalf of
NJ TRANSIT by:

CHRISTOPHER S. PORRINO
ATTORNEY GENERAL OF NEW JERSEY

By: _____

Joseph Snow
Assistant Attorney General

DATED: _____

EXHIBIT A

In addition to all applicable Legal Requirements, COUNTY shall cause each successful bidder, contractor, and subcontractor to comply with, and each successful bidder, contractor, and subcontractor shall comply with the following requirements. The requirements listed below are illustrative and it is the COUNTY's responsibility to ensure all applicable Legal Requirements associated with the expenditure of Transportation Trust Fund monies are met.

1. Office of State Comptroller's record retention requirements pursuant to N.J.A.C. 17:44-2.2;
2. Timely submission of the Certificate of Employee Information Report to the State Treasurer;
3. Mandatory equal employment opportunity, in accordance with the provisions of N.J.S.A. 10:5-31 and N.J.A.C. 17:27;
4. Executive Order No. 189 by Governor Thomas H. Kean regarding ethics, including acknowledgment of Landlord's Code of Ethics, as set forth on Annexure A1;
5. At all time remaining registered to do business and in good standing in the State of New Jersey, including delivering a completed and filed Business Registration Certificate;
6. Acknowledgement of the notice of penalties imposed by N.J.S.A. 54:49-4.1 for failure to comply with N.J.S.A. 52:32-58;
7. Compliance with N.J.S.A §52:32-58 and any regulations promulgated by the Office of Foreign Assets Control, Department of the Treasury, including that no Successful Bidder, contractor or subcontractor, or any of their principals, shall be established in, organized under or have their principal place of business in Cuba, Iran, North Korea, Myanmar, Syria or Sudan or any other country with whom a United States citizen or entity organized under the laws of the United States or its territories is prohibited from transacting business of the type contemplated by this Agreement;
8. Acknowledgement of notice of set-off for taxes pursuant to N.J.S.A. 54:49-19;
9. Acknowledgement of notice stating that all services under the contract shall be performed in the United States in accordance with N.J.S.A. 52:34-13.2;
10. Compliance with N.J.S.A. 19:44A-20.14 regarding political contributions;
11. Compliance with MacBride Principles;
12. Compliance with N.J.S.A. 52: 25-24.2 regarding the submission of ownership disclosure statements;
13. Compliance with N.J.S.A. 10:2-1 through 10:2-4 and N.J.S.A. 10:5-31 et seq. regarding discrimination in employment on public contracts;
14. Compliance with Prevailing Wage Act (N.J.S.A. 34:11-56.25 et seq.) and any regulations pertaining thereto, including but not limited to ensuring that all contractors or subcontractors (i) intending to bid or perform work in support of the Project be registered with the New Jersey Department of Labor, Division of Wage and Hour Compliance, and (ii) enter into contracts containing a stipulation that workers shall be paid not less than the prevailing wage rate.

ITEM 1801-06: CAMDEN IMPROVEMENTS: MEMORANDUM OF UNDERSTANDING WITH COUNTY OF CAMDEN FOR DESIGN AND CONSTRUCTION OF PEDESTRIAN BRIDGE

BENEFITS

The implementation of a pedestrian bridge crossing Martin Luther King Jr. Boulevard in Camden, New Jersey, will improve pedestrian flow and safety for users of the nearby Walter Rand Transportation Center in the City of Camden, NJ TRANSIT's RiverLINE, and PATCO's nearby Broadway Station. The pedestrian bridge would increase mobility and improve links between established activity centers and these transit hubs.

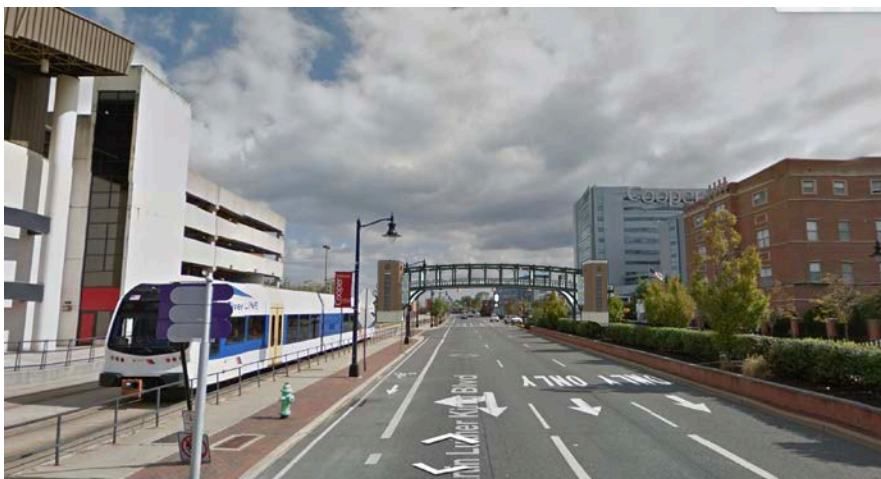
ACTION (Scorecard: Safety and Security; Customer Experience; Corporate Accountability; Financial Performance)

Staff seeks authorization to enter into the attached Memorandum of Understanding between and among NJ TRANSIT and the County of Camden by which NJ TRANSIT will fund a not-to-exceed amount of \$7,500,000 for design and construction of a pedestrian bridge across Martin Luther King, Jr. Boulevard in the area of South 6th Street in the City of Camden, New Jersey.

PURPOSE

The Memorandum of Understanding between NJTRANSIT and the County of Camden will provide for design and construction of a pedestrian bridge over Martin Luther King, Jr. Boulevard in the area of South 6th Street. The County of Camden will be responsible to provide funding for any costs above the \$7,500,000 amount for this project.

The County of Camden will lead this effort. NJ TRANSIT will participate in the review of the design of the pedestrian bridge to ensure that the design is coordinated with future transit operations. The pedestrian bridge will be constructed entirely on land owned by the County of Camden.



Rendering of Proposed Pedestrian Bridge

BACKGROUND

History

Redevelopment of the Walter Rand Transportation Center has been envisioned as a component of the larger redevelopment of this portion of the City of Camden, which is home to Cooper University Hospital and other major uses. NJ TRANSIT has worked and will continue to work with the County of Camden to develop a consensus on a design of the new Walter Rand Transportation Center. The area surrounding Walter Rand Transportation Center is being considered for redevelopment and the functionality of Walter Rand Transportation Center itself is an integral part of this redevelopment. The County of Camden anticipates as much as \$4 billion in economic investment in the area.

The pedestrian bridge will link activity centers such as Cooper University Hospital and the areas to the north that are slated for redevelopment. Although the pedestrian bridge will not interact physically with NJ TRANSIT property, as it will be constructed on land wholly owned by the County of Camden, it will be in the area of both the Walter Rand Transportation Center and the existing NJ TRANSIT RiverLINE tracks that are located parallel to and to the north of Martin Luther King Jr. Boulevard, as well as the area that may accommodate the NJ TRANSIT Glassboro-Camden Light Rail project.

Agreement

The Memorandum of Understanding to be executed between NJ TRANSIT and the County of Camden sets forth the terms and conditions governing the design and construction of the pedestrian bridge over Martin Luther King Jr., Boulevard in the area of South 6th Street. In accordance with the terms and conditions in this agreement, the County of Camden will be responsible for the day-to-day management of this effort. NJ TRANSIT will be provided regular updates by the County on the project and will participate in the review of the design to ensure that the design is coordinated with future transit operations.

Procurement

Consultant firms for this effort will be selected through a competitive procurement process directed by the County of Camden, in coordination with appropriate state entities and in accordance with applicable state requirements.

This item has been reviewed and recommended by the Board Capital Planning, Policy and Privatization Committee.

FISCAL IMPACTS

Requested Authorization:

Authorization to enter into the attached Memorandum of Understanding between and among NJ TRANSIT and the County of Camden by which NJ TRANSIT will fund a not-to-exceed amount of \$7,500,000 for design

and construction of a pedestrian bridge across Martin Luther King Jr. Boulevard in the area of South 6th Street in the City of Camden, New Jersey.

Past Authorizations:	None
Expenditures to Date:	None
Total Project Cost:	\$7,500,000
Projected Date of Completion:	TBD
Capital Program Amount:	\$7,500,000
Operating Budget Amount:	None
Anticipated Source of Funds:	Transportation Trust Fund
PRINTS ID Number:	TBD
DBE/SBE Goal:	TBD
<i>NJ BUILD</i> Amount:	TBD
Related Future Authorizations:	None
Impact on Subsequent Operating Budgets:	None

RESOLUTION

WHEREAS, the implementation of a pedestrian bridge crossing Martin Luther King Jr. Boulevard in Camden, New Jersey, will improve pedestrian flow and safety for users of the nearby Walter Rand Transportation Center in the City of Camden, NJ TRANSIT's RiverLINE, and PATCO's nearby Broadway Station; and

WHEREAS, the pedestrian bridge would increase mobility and improve links between established activity centers and these transit hubs; and

WHEREAS, the Memorandum of Understanding between NJ TRANSIT and the County of Camden will provide for design and construction of a pedestrian bridge over Martin Luther King Jr. Boulevard in the area of South 6th Street; and

WHEREAS, the County of Camden will be responsible to provide funding for any costs above the \$7,500,000 amount for this project; and

WHEREAS, NJ TRANSIT will participate in the review of the design of the pedestrian bridge to ensure that the design is coordinated with future transit operations;

NOW, THEREFORE, BE IT RESOLVED that the Chairman or Executive Director is hereby authorized to enter into the attached Memorandum of Understanding between and among NJ TRANSIT and the County of Camden by which NJ TRANSIT will fund a not-to-exceed amount of \$7,500,000 for design and construction of a pedestrian bridge across Martin Luther King Jr. Boulevard in the area of South 6th Street in the City of Camden, New Jersey.

**AGREEMENT FOR DESIGN AND CONSTRUCTION
OF A PEDESTRIAN BRIDGE
IN CAMDEN, CAMDEN COUNTY, NEW JERSEY**

Between

The County of Camden

And

New Jersey Transit Corporation

THIS AGREEMENT is made as of January ____, 2018, by and among the County of Camden (“County” or “County of Camden”), having offices at 520 Market Street, Camden, New Jersey 08102 and New Jersey Transit Corporation (“NJT” or “NJ TRANSIT”), an instrumentality of the State of New Jersey, having offices at One Penn Plaza East, Newark, New Jersey 07105;

WITNESSETH:

WHEREAS, Walter Rand Transportation Center (“Center”) is a major multi-modal hub in Camden, New Jersey serving Southern New Jersey and the greater Philadelphia region; and

WHEREAS, the Center opened in 1989 and currently accommodates 28 bus lines, the NJ TRANSIT RiverLine and the Port Authority Transit Corporation Speedline (“PATCO Speedline”); and

WHEREAS, the Center is critical to Camden’s ability to move thousands of new people who are projected over the next few years to arrive as a result of almost \$4 billion in new economic investments; and

WHEREAS, the County and the NJT recognize that a new pedestrian bridge is required to facilitate proper and safe pedestrian crossing over Dr. Martin Luther

King Boulevard, which is adjacent to the Center (“Project” or “the pedestrian bridge”); and

WHEREAS, the pedestrian bridge crossing Dr. Martin Luther King Boulevard will improve pedestrian flow and safety for users of the nearby Walter Rand Transportation Center, NJ TRANSIT’s RiverLINE, and PATCO Speedline’s nearby Broadway Station, and increase mobility and improve links between established activity centers and these transit hubs; and

WHEREAS, the County has agreed to cause the design and construction of the Project; and

WHEREAS, the New Jersey Transportation Trust Fund Act, N.J.S.A. 27:1B-1 et seq., authorizes the Commissioner of the Department of Transportation and NJT to allocate transportation improvement funds to counties, pursuant to legislative appropriations; and

WHEREAS, the NJT has determined that a contribution from the Transportation Trust Fund shall expedite the advancement of the Project; and

WHEREAS, the NJT has allocated Seven Million Five Hundred Thousand Dollars (\$7,500,000) in Fiscal Year 2017 as part of a supplemental Transportation Trust Fund appropriation to benefit Walter Rand Transportation Center Improvements; and

WHEREAS, this allocation was not intended to be made pursuant to the distribution factor set forth in N.J.S.A. 27:1B-25(c); and

WHEREAS, the County and the NJT wish to enter into an agreement (“Agreement”) setting forth the terms and conditions that shall govern the provision of certain funds by the State to the County for effectuation of the Project; and

WHEREAS, the NJT under the powers vested in it by law under the State of New Jersey is authorized to enter into this Agreement; and

WHEREAS, the County, under the powers vested in it by law and as more particularly set forth in N.J.S.A. 40A:11-5(2) and N.J.S.A. 40:20-1, et seq. is authorized to enter into this Agreement; and

WHEREAS, the County and the NJT wish to enter into an AGREEMENT setting forth the terms and conditions that shall govern the effectuation of the Project

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, and specifically incorporating the above recitals into the Agreement and agreeing to be bound by the same as if fully set forth below, COUNTY and the NJT intending to be legally bound, hereby agree as follows:

I. OBLIGATIONS OF THE PARTIES

1. OBLIGATIONS of COUNTY OF CAMDEN

- a. COUNTY will serve as project manager overseeing the design and construction of the pedestrian bridge on behalf of the COUNTY and the NJT.
- b. Under this agreement the COUNTY will procure the services of an engineering/design consultant to advance the design, and provide construction assistance during construction phases, of the pedestrian bridge crossing Dr. Martin Luther King Boulevard. The COUNTY shall provide the Request for Proposal (RFP) for consultant services to NJT for its approval prior to the issuance.. The COUNTY will also procure the services of a separate program management consultant to provide budget, reporting, controls, document management, and coordination assistance with the management of the Project and a related effort to develop certain design deliverables in connection with Walter Rand Transportation Center

PROPOSED FINAL EXECUTION VERSION

that the COUNTY is also managing. The County shall provide the RFP for approval prior to issuance. The COUNTY will also submit to the NJT for review and approval a proposed form for an Invitation for Bid for construction or other services necessary to complete construction prior to advertisement.

- c. COUNTY will procure all services in a manner consistent with State law and the requirements that govern the use of Transportation Trust Fund monies including, but not limited to those requirements contemplated in Exhibit A. The COUNTY shall provide copies of certificates or proof of insurance by all contractors and subcontractors to the NJT upon contract award.
- d. COUNTY will have responsibility to secure whatever environmental approvals, permits, or reviews are required and shall coordinate with all relevant oversight authorities, including the State Safety Oversight Program, as required.
- e. When preliminary and final design deliverables are completed, the COUNTY shall submit the proposed those deliverables to the NJT for approval and will incorporate the NJT comments in good faith.
- f. COUNTY will timely review, approve, and cause to make payment against invoices submitted by consultants or other third parties providing services in response to a Request for Proposal or Invitation for Bid in a form approved by the NJT. The COUNTY will then submit such invoices to the NJT for payment after addressing any questions or issues that may be observed in the said invoices. The COUNTY will indicate its review and approval of each invoice in a manner acceptable to the NJT and consistent with Generally Accepted Accounting Principles. The COUNTY will submit invoices to the NJT for reimbursement until such time as the \$7,500,000 allocation has been exhausted.
- g. COUNTY will be responsible for providing the NJT's project representative with regular updates regarding the progress of the Project

which will be provided not less often than once each month. In addition, the COUNTY and the NJT will meet to consult regarding the Project on a periodic basis and as requested by either of the said parties. The COUNTY will, in good faith, consider and include the comments made by the NJT's Project representative in the final design and construction of the Project.

- h. NJT waives any future claims, actions or suits against COUNTY in connection with COUNTY's obligations as set forth in this Agreement, except to the extent that any alleged acts and/or omissions by COUNTY or its employees or contractors constitute willful misconduct or criminal activity, although it is the intent of this Agreement that the NJT's total contribution to the Project be limited to the \$7,500,000 allocation.
- i. COUNTY shall be responsible for the maintenance and operation of the Project, once construction is completed.

2. OBLIGATIONS of the NJT

- a. NJT will assign qualified personnel, including a project representative, to work with the COUNTY in order to assure the timely and effective completion of the Project.
- b. NJT will assume full responsibility for payment to the COUNTY for its work on the Project based on the following:
 - 1. Subject to the availability of funds, and in accordance with this Agreement, the NJT shall pay Actual Costs (as herein defined) incurred by the COUNTY in connection with the work of third parties providing project management, design, and construction services in support of the Project. NJT shall make payments up to Seven Million Five Hundred Thousand Dollars (\$7,500,000) for the Project as reimbursable costs are incurred, minus the cost of the NJT's in-house support necessary to support the project and administer Transportation Trust Fund monies, to review designs, and provide technical assistance as needed, but not to exceed \$150,000.

PROPOSED FINAL EXECUTION VERSION

2. The COUNTY shall be solely responsible for its own in-house costs and for One Hundred Percent (100%) of any additional costs which exceed Seven Million Five Hundred Thousand Dollars (\$7,500,000), to be used exclusively to pay for Actual Costs associated with the Project.
- c. NJT will review all approved invoices submitted by the COUNTY for this Project and, subject to the NJT's right to raise reasonable questions about such invoices, it will pay the proper invoice amounts directly to the COUNTY.
- d. COUNTY waives any future claims, actions or suits against the NJT in connection with the NJT's obligations as set forth in this Agreement (except its payment obligations), except to the extent that any alleged acts and/or omissions by the NJT or its employees or contractors constitute willful misconduct or criminal activity.

II. GENERAL

- a. COUNTY shall permit the authorized representatives of the NJT, including the NJT's Auditor General, the Office of the State Comptroller, and other oversight authorities, to inspect and audit all data and records of the COUNTY, its contractors, subcontractors, and assigns relating to its performance under this Agreement. NJT may, upon reasonable notice, during regular business hours for a period of three years after Completion of the Project, examine all records of the COUNTY relating to any and all payments to incurred in connection with the effectuation of this Project.
- b. COUNTY shall maintain all documentation for the Project, including as built drawings and permits.
- c. This Agreement shall not be construed to create any rights on behalf of any party other than COUNTY and NJT.

PROPOSED FINAL EXECUTION VERSION

- d. No commissioner, officer, agent or employee of COUNTY or NJT shall be held personally liable under any provision of this Agreement or because of its execution or because of any breach or alleged breach of this Agreement.
- e. To the extent that the intent and underlying purpose of this Agreement are not compromised, the invalidity or unenforceability of any term, covenant, condition or provision of this Agreement, or its application to any persons, entities or circumstances shall not render invalid or unenforceable the remainder of this Agreement or the application of such term, covenant, condition or provision to persons, entities or circumstances other than those as to which it is held invalid or unenforceable and each term, covenant, condition and provision of this Agreement shall remain valid and enforceable to the fullest extent permitted by applicable law.
- f. This Agreement may be amended, modified or supplemented from time to time. Any such amendments, modification, or supplement shall be in writing executed by the Parties. This Agreement shall be enforced in accordance with the terms of any amendment, modification or supplement hereof.
- f. This Agreement shall be construed and governed in accordance with the laws of State of New Jersey.
- g. DISPUTE RESOLUTION - COUNTY and NJT
All disagreements concerning this Agreement as between COUNTY and NJT shall be initially submitted to the County of Camden Engineer and to the Assistant Executive Director, Capital Planning & Programs of NJT, or their designees for review and determination. In the event a determination acceptable to the parties is not made at this level, the parties shall then submit such disagreement to the Executive Director of NJT and the Camden County Business Administrator; in the event that the County Business Administrator

and the Executive Director of NJT do not agree, then either party may seek all available legal or equitable remedies.

III. NOTICES

The COUNTY's authorized representative for this Agreement, to whom all correspondences and notices should be addressed, is:

Kevin Beccica
Camden County Department of Public Works
Charles J. DePalma Complex
2311 Egg Harbor Road
Lindenwold, New Jersey 08021

With a copy to:

Camden County Counsel's Office
14th Floor
520 Market Street
Camden, New Jersey 08102

With a copy to:

Ross Angilella
Camden County Administrators
City Hall
520 Market Street, 16th Floor
Camden, NJ 08101

NJT's authorized representative for this Agreement, to whom all correspondence and notices should be addressed, is:

Eric R. Daleo
Assistant Executive Director,
Capital Planning & Programs
NJ TRANSIT
One Penn Plaza East Newark, NJ 07105

With a copy to:

Jeremy Colangelo-Bryan,
Chief Planner
Capital Planning & Programs Department
NJ TRANSIT
One Penn Plaza East
Newark, NJ 07105

IN WITNESS WHEREOF, COUNTY has caused this instrument to be signed and attested by its duly authorized representative, NJT has caused this instrument to be signed by its Assistant Executive Director Capital Planning & Programs, to be hereunto affixed the day, month and year first written above.

Witness:

COUNTY OF CAMDEN

By: _____

DATED: _____

Witness:

NEW JERSEY TRANSIT CORPORATION

By: _____

Eric R. Daleo
Assistant Executive Director,
Capital Planning & Programs

DATED: _____

This has been approved as to form on behalf of
NJ TRANSIT by:

CHRISTOPHER S. PORRINO
ATTORNEY GENERAL OF NEW JERSEY

By: _____

Joseph Snow
Assistant Attorney General

DATED: _____

PROPOSED FINAL EXECUTION VERSION

EXHIBIT A

In addition to all applicable Legal Requirements, COUNTY shall cause each successful bidder, contractor, and subcontractor to comply with, and each successful bidder, contractor, and subcontractor shall comply with the following requirements. The requirements listed below are illustrative and it is the COUNTY's responsibility to ensure all applicable Legal Requirements associated with the expenditure of Transportation Trust Fund monies are met.

1. Office of State Comptroller's record retention requirements pursuant to N.J.A.C. 17:44-2.2;
2. Timely submission of the Certificate of Employee Information Report to the State Treasurer;
3. Mandatory equal employment opportunity, in accordance with the provisions of N.J.S.A. 10:5-31 and N.J.A.C. 17:27;
4. Executive Order No. 189 by Governor Thomas H. Kean regarding ethics, including acknowledgment of Landlord's Code of Ethics, as set forth on Annexure A1;
5. At all time remaining registered to do business and in good standing in the State of New Jersey, including delivering a completed and filed Business Registration Certificate;
6. Acknowledgement of the notice of penalties imposed by N.J.S.A. 54:49-4.1 for failure to comply with N.J.S.A. 52:32-58;
7. Compliance with N.J.S.A. 52:32-58 and any regulations promulgated by the Office of Foreign Assets Control, Department of the Treasury, including that no Successful Bidder, contractor or subcontractor, or any of their principals, shall be established in, organized under or have their principal place of business in Cuba, Iran, North Korea, Myanmar, Syria or Sudan or any other country with whom a United States citizen or entity organized under the laws of the United States or its territories is prohibited from transacting business of the type contemplated by this Agreement;
8. Acknowledgement of notice of set-off for taxes pursuant to N.J.S.A. 54:49-19;
9. Acknowledgement of notice stating that all services under the contract shall be performed in the United States in accordance with N.J.S.A. 52:34-13.2;
10. Compliance with N.J.S.A. 19:44A-20.14 regarding political contributions;
11. Compliance with MacBride Principles;
12. Compliance with N.J.S.A. 52:25-24.2 regarding the submission of ownership disclosure statements;
13. Compliance with N.J.S.A. 10:2-1 through 10:2-4 and N.J.S.A. 10:5-31 et seq. regarding discrimination in employment on public contracts;
14. Compliance with Prevailing Wage Act (N.J.S.A. 34:11-56.25 et seq.) and any regulations pertaining thereto, including but not limited to ensuring that all of contractors or subcontractors (i) intending to bid or perform work in support of the Project be registered with the New Jersey Department of Labor, Division of Wage and Hour Compliance, and (ii) enter into contracts containing a stipulation that workers shall be paid not less than the prevailing wage rate.

EXECUTIVE SESSION AUTHORIZATION

BE IT HEREBY RESOLVED pursuant to N.J.S.A. 10:4-12 and N.J.S.A. 10:4-13 that the Board of Directors of the New Jersey Transit Corporation hold an executive session to discuss personnel matters, contract negotiations, acquisition of real property with public funds, the status of pending and anticipated litigation, and matters falling within the attorney-client privilege, including, but not limited to, the Personal Injury Claim of Zenaida Gialamas, and the Personal Injury Claim of Vincent DiGiacomo; and

BE IT FURTHER RESOLVED that it is expected that discussions undertaken at this executive session could be made public at the conclusion of these matters as appropriate.

ITEM 1801-09: PERSONAL INJURY CLAIM OF ZENAIDA GIALAMAS

BENEFITS

It is the opinion of NJ TRANSIT and defense counsel, in recognition of the totality of the circumstances including the serious injuries that resulted, to settle the claim of Zenaida Gialamas.

ACTION

Staff seeks authorization to settle the claim of Zenaida Gialamas through her attorney, at an amount discussed in executive session. The Attorney General has approved the proposed settlement, subject to the availability of funds.

PURPOSE

NJ TRANSIT By-Laws require Board approval of the settlement of all claims and lawsuits involving personal injury, death or property damage in excess of \$500,000. This case initiated from a Bus claim.

FISCAL IMPACTS

Requested Authorization:	Request authorization to settle the Personal Injury Claim of Zenaida Gialamas
Projected Date of Completion:	FY 2018
Anticipated Source of Funds:	FY 2018 Operating Budget
Diversity Goals/Participation:	Not applicable. No goods or services to be procured.

RESOLUTION

WHEREAS, Article VI, Section II of the By-Laws requires Board Authorization for settlement of claims in excess of \$500,000; and

WHEREAS, Zenaida Gialamas has presented a claim with a probable settlement cost greater than \$500,000; and

WHEREAS, staff has reviewed the claim and recommends settling this case out of court;

NOW, THEREFORE, BE IT RESOLVED that the Chairman or Executive Director is authorized to settle the claim of Zenaida Gialamas through her attorney, at an amount discussed in executive session. The Attorney General has approved the proposed settlement, subject to the availability of funds.

ITEM 1801-10: PERSONAL INJURY CLAIM OF VINCENT DIGIACOMO

BENEFITS

It is the opinion of NJ TRANSIT and defense counsel, in recognition of the totality of the circumstances including the serious injuries that resulted, to settle the claim of Vincent DiGiacomo.

ACTION

Staff seeks authorization to settle the claim of Vincent DiGiacomo through his attorney, at an amount discussed in executive session. The Attorney General has approved the proposed settlement, subject to the availability of funds.

PURPOSE

NJ TRANSIT By-Laws require Board approval of the settlement of all claims and lawsuits involving personal injury, death or property damage in excess of \$500,000. This case venued in the Camden County Superior Court, Camden, New Jersey, initiated from a Bus claim.

FISCAL IMPACTS

Requested Authorization:	Request authorization to settle the Personal Injury Claim of Vincent DiGiacomo
Projected Date of Completion:	FY 2018
Anticipated Source of Funds:	FY 2018 Operating Budget
Diversity Goals/Participation:	Not applicable. No goods or services to be procured.

RESOLUTION

WHEREAS, Article VI, Section II of the By-Laws requires Board Authorization for settlement of claims in excess of \$500,000; and

WHEREAS, Vincent DiGiacomo has presented a claim with a probable settlement cost greater than \$500,000; and

WHEREAS, staff has reviewed the claim and recommends settling this case out of court;

NOW, THEREFORE, BE IT RESOLVED that the Chairman or Executive Director is authorized to settle the claim of Vincent DiGiacomo through his attorney, at an amount discussed in executive session. The Attorney General has approved the proposed settlement, subject to the availability of funds.