

Chris Christie, Governor
Kim Guadagno, Lieutenant Governor
Richard T. Hammer, Commissioner
Steven H. Santoro, Executive Director

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

January 15, 2018

Dear Governor Christie:

Pursuant to Chapter 150, Laws of 1979, I herein transmit the **Portion of 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 Chris Christie
Governor, State of New Jersey
State House
Trenton, NJ 08625

A portion of 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

This portion of the minutes will be transmitted at a later date.

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)

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)

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

This portion of the minutes will be transmitted at a later date.

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.

THIS ENDS THE PORTION OF THE MINUTES TRANSMITTED FOR EARLY APPROVAL.

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

PORTION OF MINUTES

	PAGE
➤ CALL TO ORDER	-
➤ SAFETY ANNOUNCEMENT	-
➤ PLEDGE OF ALLEGIANCE TO THE FLAG	-
➤ APPROVAL OF MINUTES OF PREVIOUS MEETINGS	51921
➤ 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

1801-05	CAMDEN IMPROVEMENTS: MEMORANDUM OF UNDERSTANDING WITH COUNTY OF CAMDEN FOR DEVELOPMENT OF CONCEPT DESIGN FOR WALTER RAND TRANSPORTATION CENTER	51923
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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 51939

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.

1801-01 2018 CAPITAL PLANNING AND PROGRAMS TASK ORDER CONSULTANT CONTRACTS PROGRAM: TRAVEL DEMAND FORECASTING; AND TRANSIT-FRIENDLY PLANNING, LAND USE AND DEVELOPMENT 51953

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 51962

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.

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. **51965**

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 51966

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 51968

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 1801-05: 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.

BACKGROUNDHistory

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 (“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 (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.

PROPOSED FINAL EXECUTION VERSION

- 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

PROPOSED FINAL EXECUTION VERSION

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.

PROPOSED FINAL EXECUTION VERSION

**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

PROPOSED FINAL EXECUTION VERSION

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

PROPOSED FINAL EXECUTION VERSION

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

PROPOSED FINAL EXECUTION VERSION

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

PROPOSED FINAL EXECUTION VERSION

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

PROPOSED FINAL EXECUTION VERSION

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.

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 21% DBE
Contract No. 16-039

Transit-Friendly Planning, Land Use 17% DBE
and Development
Contract No. 16-040

***NJ Build* 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.

**EXHIBIT A
PAGE 1 OF 1**

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.

EXHIBIT B
PAGE 1 OF 1

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
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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.

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.