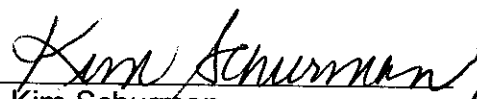


**CERTIFICATION
OF
NEW JERSEY TURNPIKE AUTHORITY**

I, Joseph Mrozek, hereby certify that I am the Executive Director of the New Jersey Turnpike Authority and as such, **Executive Director** certify that the attached copy of PROCEEDINGS OF THE NEW JERSEY TURNPIKE AUTHORITY is a true and correct copy of the Minutes of the February 28, 2017 Meeting of the Authority.

IN WITNESS THEREOF, I have hereunto set my hand and affixed the official seal of the New Jersey Turnpike Authority this 28th day of February, 2017.

ATTEST:



Kim Schurman
Secretary to the Authority



Joseph Mrozek,
Executive Director

Corporate Seal

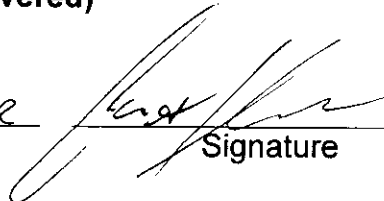
Date: February 28, 2017

**Received in the Governor's Office February 28, 2017
(hand delivered)**

Received by:

Courtney Sredelke

Print Name



Signature

Veto Period Ends:

March 14, 2017

(Write in the date the veto period ends)

**PROCEEDINGS OF NEW JERSEY TURNPIKE AUTHORITY
BOARD MEETING**

Tuesday, February 28, 2017

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Vice Chairman Ronald Gravino called the meeting of the Authority's Board of Commissioners into session in the Executive Boardroom of the Authority's Administration Offices at 1 Turnpike Plaza in Woodbridge, New Jersey, at 9:00 A.M.

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PRESENT

Present were Chairman Richard Hammer (by phone), Vice Chairman Ronald Gravino, Treasurer Michael DuPont, Commissioner Raymond Pocino, and Commissioner John Minella. The meeting commenced at 9:00 A.M. Commissioner Daniel Becht arrived at 9:03 a.m.

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ALSO PRESENT

Executive Director Joseph Mrozek; Chief Operating Officer John O'Hern; Chief Financial Officer Donna Manuelli; Chief Engineer Robert Fischer; Chief Information Officer Jose Dios; General Counsel Bruce Harris; Director of Human Resources Mary-Elizabeth Garrity; Director of Internal Audit James Carone; Director of Maintenance Kenneth McGoldrick; Director of Operations Henry Eibel; Director of Procurement and Materials Management Andrea Ward; Director of Tolls Robert Quirk; New Jersey State Police Major Eric Heitmann, State Police Troop D; and Secretary to the Authority Kim Schurman.

Also present were: Governors' Authorities Unit Representative Labinot Berlajolli; additional individuals consisting of other NJTA employees; interested organizations; and the general public; and from the media: New Jersey Advanced Media.

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NOTICE OF MEETING

This is a regular meeting of the New Jersey Turnpike Authority. Adequate notice of this meeting has been provided in accordance with Chapter 231, P.L. 1975 in that notice has been given to two newspapers and notice has been forwarded to the Secretary of State, Trenton, New Jersey. In addition, notice of said meeting has been and is being displayed in the main lobby of the Authority's Administration Headquarters in Woodbridge.

Executive Director Mrozek takes Roll Call:

1. Chairman Hammer (by telephone)
2. Vice Chairman Gravino
3. Treasurer DuPont
4. Commissioner Pocino
5. Commissioner Diaz (Absent)
6. Commissioner Becht (arrived 9:03 a.m.)
7. Commissioner Minella

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EXECUTIVE SESSION

A motion to enter into Executive Session, not open to the public in accordance with the Open Public Meetings Act, N.J.S.A. 10:4-12(b), to discuss matters pertaining to:

- Contract Negotiations

The motion was made by Treasurer DuPont and seconded by Commissioner Pocino, and, after the voice vote, the motion was duly adopted by the Board of Commissioners of the New Jersey Turnpike Authority.

Executive Session was adjourned at 9:45 a.m. Vice Chairman Gravino resumed the public portion of the meeting at 9:49 a.m.

Executive Director Mrozek takes Roll Call:

1. Chairman Hammer (by telephone)
2. Vice Chairman Gravino
3. Treasurer DuPont
4. Commissioner Pocino
5. Commissioner Diaz (absent)
6. Commissioner Becht
7. Commissioner Minella

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ACTION ON MINUTES

The Executive Director reported that ten days, excluding Saturdays, Sundays and holidays, have elapsed since Governor Chris Christie received the proceedings of the regular meeting of January 31, 2017; he did not exercise his power to veto any items in those minutes.

Upon motion made by Treasurer DuPont seconded by Commissioner Becht the minutes of the meeting was unanimously approved.

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RECUSALS

The Executive Director reported recusals or abstentions submitted for the record:

Commissioner Pocino recused on Items 043 through 052

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PUBLIC COMMENT

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None

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EXECUTIVE DIRECTOR'S COMMENTS

Executive Director Mrozek advised that at 6:00 p.m. on Tuesday April 4, 2017 the Authority will hold a public hearing in the Board Room of the Authority's Administration Offices at

1 Turnpike Plaza in Woodbridge, New Jersey regarding the adjustment to the Garden State Parkway toll rate schedule as a result of the opening of the Exit 125 Sayreville ramp.

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COMMISSIONER'S COMMENTS

None

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HUMAN RESOURCES

Director of Human Resources Mary-Elizabeth Garrity requested approval of item number 038-02-2017. Moved is the item as follows:

038-02-2017

Human Resources Director Garrity submitted the Personnel Agenda, dated February 28, 2017, and requested confirmation of the personnel matters contained therein. The Executive Director certified the recommendations for consideration.

On motion by Treasurer DuPont and seconded by Commissioner Pocino employment of those named to serve at the pleasure of the Authority and other recommended personnel actions, were approved, ratified and confirmed, to become effective as of the dates specified and at the salaries listed.

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ROLL CALL

HAMMER	GRAVINO	DUPONT	POCINO	DIAZ	BECHT	MINELLA
YES	YES	YES	YES	ABSENT	YES	YES

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LAW

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General Counsel Bruce Harris requested approval of item numbers 039-02-2017 through 042-02-2017. Moved are the items as follows:

039-02-2017

In a memorandum dated February 10, 2017, Authorization to Enter into Maintenance and Jurisdictional Agreement No. 129-16 with the Township of Cranbury, was approved.

In the Fall of 2014, the Authority completed construction on the New Jersey Turnpike Interchange 6 to 9 Widening Program (the "Program"). The Program impacted various municipal roadways in the Township of Cranbury (the "Township"), including Corporate Drive, Brick Yard Road, Hightstown-Cranbury Station Road and Cranbury-Half Acre Road.

As a result of the improvements made pursuant to the Program, the Authority and the Township have updated the Jurisdictional Limit Maps relative to the Turnpike, Corporate Drive,

Brick Yard Road, Hightstown-Cranbury Station Road and Cranbury-Half Acre Road. Therefore, it is recommended that the Authority enter into Maintenance and Jurisdictional Agreement No. 129-16 with the Township, with the new Jurisdictional Limit Maps attached thereto and incorporated by reference, to set forth the respective rights and responsibilities of the Authority and Township with respect to such improvements.

Accordingly, it is requested that Board of Commissioners delegate to the Executive Director the authority to execute Maintenance and Jurisdictional Agreement No. 129-16 with the Township of Cranbury pursuant to the terms outlined above. It is further recommended that the Commissioners authorize the Executive Director to execute any such other documents and take any such other actions as are deemed necessary to effectuate the intent of this authorization.

040-02-2017

In a memorandum dated February 16, 2017, **Authorization to Adopt Revised By-Laws for the New Jersey Turnpike Authority**, was approved.

The Authority's current By-Laws have not been updated since they were initially adopted in 1953. The Law Department, working with Authority Counsel and the Authority's department heads, undertook a review of the By-Laws and, with Authority Counsel, developed revised By-Laws that (1) clarify certain procedures as well as the responsibilities of the Authority, its Board and officers, (2) incorporate various policies and procedures that have been previously approved by the Board, and (3) update the authorizations granted to various officers. In addition, provisions were added regarding compliance with the Open Public Meetings Act and Open Public Records Act. The revised By-Laws will facilitate the efficient handling of the Authority's business by its Board and officers.

Accordingly, it is requested that the Board of Commissioners approve the revised By-Laws, which are attached hereto.

BY-LAWS OF

THE NEW JERSEY TURNPIKE AUTHORITY

Amended and Restated February 28, 2017

and effective March __, 2017

These By-Laws are adopted by the Board of Commissioners of the New Jersey Turnpike Authority (the "Authority") pursuant to Section 5 of the New Jersey Turnpike Authority enabling legislation, N.J.S.A. 27:23-1, et seq. (the "Act"), and the Authority regulations promulgated thereunder, N.J.A.C. 19:9-1.1, et seq. (the "Regulations").

ARTICLE I

GENERAL

A. **General Powers.** The property, affairs and business of the Authority shall be managed by its Board of Commissioners (the "Board") pursuant to the powers and authority

granted to the Board pursuant to the Act.

B. Number, Tenure and Qualifications. The Board shall be composed of members (as described in the Act and hereinafter each, a "Commissioner") whose numbers, qualifications, appointments and terms of office shall be as provided for by the Act, N.J.S.A. 27:23-3.

C. Fiscal Year. The fiscal year of the Authority shall commence on the first day of January of each calendar year and conclude on the last day of December of the same calendar year.

D. Ethics. The Authority shall at all times comply with the New Jersey Conflicts of Interest Law, N.J.S.A. 52:13D-12, et seq.

ARTICLE II

OFFICERS

A. Officers of the Authority. The officers of the Authority shall be the Chair, Vice-Chair, Secretary, Treasurer, Executive Director, Deputy Executive Director, Chief Operating Officer, General Counsel, Chief Engineer, Chief Financial Officer, and Chief Information Officer (collectively, the "Officers"). The Board may, by resolution, appoint other officers at its discretion to manage the affairs of the Authority.

B. Delegation. Any Officer may delegate in writing his or her duties to his or her deputy in the absence of the Officer and until the Officer returns to duty or a new Officer is appointed.

ARTICLE III

DUTIES

A. Board of Commissioners. The Board shall be responsible for reviewing and monitoring whether Authority procedures and regulations and executive staff's financial, management, and operational decisions and controls are in compliance with the overall policies of the Authority. The Board shall also be responsible for adopting strategic plans, capital plans, and budgets of the Authority. In serving as a Commissioner of the Authority, each Commissioner shall act in a fiduciary capacity with a duty of loyalty and care owed to the Authority.

B. Chair. The Chair shall be a member of the Board and appointed by the Governor, as provided in the Act. The Chair shall be the chief executive officer of the Authority and shall preside at all meetings of the Board and rule on all questions of order. The Chair shall communicate to the Executive Director and, where appropriate, executive staff, the policies of the Authority established by the Board and shall be responsible for advancing the mission and promoting the objectives of the Authority to members of the general public.

C. Vice Chair. The Vice Chair shall be a member of the Board and appointed by the Governor, as provided in the Act. The Vice Chair shall preside over all Board meetings in the absence or disability of the Chair. The Vice Chair shall perform the duties of the Chair as Acting Chair in the event the office of the Chair is vacant and until a new Chair is appointed by the

Governor. The Vice Chair shall have such other powers and perform such other duties as the Chair or the Board may from time to time prescribe.

D. Secretary. The Secretary shall be appointed by and serve at the pleasure of the Board and need not be a Commissioner. The Secretary shall prepare accurate minutes of the meetings of the Board, keep the official records and the seal of the Authority, certify, when required to, copies of records, give proper notice of all meetings required by the Open Public Meetings Act, and be responsible for administering the Open Public Meetings Act requirements. The Secretary shall deliver and certify forthwith a true copy of the minutes of every meeting of the Authority to the Governor. The Board may, by resolution, appoint an Assistant Secretary and delegate any and all of the duties and confer any and all of the powers of the Secretary to the Assistant Secretary.

E. Treasurer. The Treasurer shall be appointed by and serve at the pleasure of the Board and need not be a Commissioner. The Treasurer shall have such powers and perform such duties as the Board may prescribe from time to time. In the absence of the Treasurer, or if no Treasurer is appointed by the Board, the Chief Financial Officer shall act as the Treasurer.

F. Executive Director. The Executive Director shall have general administrative control over all activities of the Authority and shall manage the operations of the Authority. In furtherance of these duties, the Executive Director shall organize the Authority into one or more departments and shall hold executive staff responsible and accountable for making financial, managerial, and operational decisions in compliance with the policies established by the Authority, and shall consult with the Board, as necessary, to enable the Board to perform its oversight duties described above. The Executive Director shall be responsible for the management of all employees except the Internal Auditor, who reports to only the Chair, and shall establish work rules for employees, including employee job descriptions and work hours.

1. Additional Powers. The Executive Director shall have the following additional powers:

(a) To supervise the preparation of and submit to the Board for its approval and adoption a proposed annual budget;

(b) To sign all deeds of conveyance, legal instruments, and documents in furtherance of the powers granted under these By-Laws, or in furtherance of transactions authorized by the Board;

(c) To terminate any contract or agreement in accordance with its terms if the Executive Director deems such termination to be in the best interests of the Authority;

(d) To reject all bids or responses to requests for proposals if deemed to be in the best interests of the Authority;

(e) To approve procurements in an amount not to exceed \$100,000 of goods and services, including services of a professional or consultative nature pursuant to N.J.S.A. 27:23-

6.1, and to approve changes or supplements to such procurements for goods and services previously approved by the Board, in an aggregate amount not to exceed \$100,000 per procurement;

(f) To approve the acquisition by the Authority of any real property interest necessary for any Authority transportation project, in an amount not to exceed \$100,000;

(g) To approve the sale or disposition of any surplus real or personal property owned by the Authority, in accordance with the Authority's policies and regulations regarding surplus property, provided the value of said surplus property does not exceed \$500,000.

(h) To approve settlements of litigation in which the Authority is a defendant, workers' compensation claims, and contractual disputes, and to approve settlements and release agreements relating to employment matters, in an amount not to exceed \$100,000;

(i) To approve settlements of toll violations (unpaid tolls and administrative fees), in an amount not to exceed \$35,000;

(j) To approve settlements of litigation claims or claims for damage to Authority property made by the Authority in an amount not to exceed \$1,000,000;

(k) To approve work orders directing governmental entities, or their subdivisions, and utilities (as described in N.J.S.A. 27:23-6) to move utilities (cables, pipes or other infrastructure) to accommodate Authority transportation projects (as defined in N.J.S.A. 27:23-4), including utility orders authorized by the Act, provided the cost of such work does not exceed \$500,000;

(l) To approve and execute licenses to cross and other permissions specified in the Authority's regulations, or to delegate such execution authority to the head of the applicable Authority Department;

(m) To execute any agreement or permit necessary for the Authority or its agents, contractors or consultants to access or occupy any real property outside of the Authority's right-of-way as necessary for a transportation project (as defined in the Act), provided the cost or fee associated with such agreement or permit does not exceed \$25,000;

(n) To execute and enforce Post-Paid Plan Agreements;

(o) To sign documents ancillary to contracts with contractors, consultants and vendors, such as confidentiality agreements, provided that such documents do not impose a fee on the Authority in excess of \$500.00.

(p) To approve, upon recommendation of the Chief Engineer or Director of Maintenance, change orders to Board-approved contracts relating to capital improvement and major maintenance projects of the Authority to adjust quantities and address unexpected developments. To approve, upon recommendation of the Chief Engineer or Director of Maintenance, changes to the original scope of work of Board-approved contracts relating to capital improvement and major maintenance projects of the Authority; provided such change

orders do not exceed in the aggregate for a single contract of 5% of the original contract amount.

2. Emergency Powers: If an emergency arises that may require Authority action that exceeds the authority granted to the Executive Director under this Article III-F, and if the nature and timing of the emergency require, in the reasonable judgment of the Executive Director, that action be taken prior to the date on which Board consideration can occur and become final, then the Executive Director may proceed as follows: consult with the Chair or, if the Chair is not available, consult with the Vice Chair and obtain the consent of one of them to proceed to address the emergency without awaiting Board consideration. If neither the Chair nor the Vice Chair is available, then the Executive Director may proceed without consultation. The Executive Director will report to the Board at the next succeeding Board meeting regarding any action taken pursuant to this provision.

G. Deputy Executive Director. The Deputy Executive Director shall perform those duties assigned by the Executive Director, including the execution of documents that the Executive Director is authorized to sign as authorized in writing by the Executive Director. In the absence of the Executive Director, the Deputy Executive Director, at and subject to the direction of the Chair, shall assume the duties, responsibilities, and authority of the Executive Director, including the execution of documents, until such time as the Executive Director resumes his or her duties or a new Executive Director is appointed. The Executive Director may, in his or her discretion, assign in writing to the Deputy Executive Director the performance, in whole or in part, of any power, authority or discretion conferred upon the Executive Director by any of the provisions of these By-Laws, or by any resolution heretofore or hereafter adopted by the Board.

In addition to the powers set forth herein, the Deputy Executive Director is authorized to approve settlement of disputes, including but not limited to, disputes involving litigation in which the Authority is plaintiff or defendant, settlement and release agreements relating to employment matters, and settlements of workers compensation claims and toll violations, so long as the amount paid or accepted by the Authority pursuant to such settlement does not exceed \$75,000, and to execute Post-Paid Plan Agreements. The Deputy Executive Director may sign documents ancillary to contracts with contractors, consultants and vendors, such as confidentiality agreements, provided that such documents do not impose a fee on the Authority in excess of \$500.00.

H. Chief Operating Officer. The Chief Operating Officer shall manage and oversee the daily operations of the Authority and perform such other duties as assigned by the Executive Director. The Chief Operating Officer may sign documents ancillary to contracts with contractors, consultants and vendors, such as confidentiality agreements, provided that such documents do not impose a fee on the Authority in excess of \$500.00.

I. General Counsel. The General Counsel shall be the legal adviser of the Authority, shall furnish opinions, advice and counsel, and shall in his or her discretion assign

particular legal matters to outside counsel approved by the Board. The General Counsel is authorized to approve settlement of disputes, including but not limited to, disputes involving litigation, so long as the amount pledged or accepted by the Authority pursuant to such settlement does not exceed \$50,000. The General Counsel may sign documents ancillary to contracts with contractors, consultants and vendors, such as confidentiality agreements, provided that such documents do not impose a fee on the Authority in excess of \$500.00, and may sign releases and related documents for settlements approved in accordance with these By-laws.

J. Chief Engineer. The Chief Engineer shall be responsible for planning, design and construction supervision of all capital improvement and major maintenance projects of the Authority. The Chief Engineer shall have the following additional powers:

1. To review and evaluate applications for licenses to cross, subject to the approval of the Executive Director;
2. To sign documents ancillary to contracts with contractors, consultants and vendors, such as confidentiality agreements, provided that such documents do not impose a fee on the Authority in excess of \$500.00.
3. For Federal, State, or any other public permitting process, the Chief Engineer is authorized to sign as property owner on behalf of the Authority.

K. Chief Financial Officer. The Chief Financial Officer shall be responsible for implementing adequate internal financial controls in compliance with applicable laws and financial management standards and shall provide for the custody of the funds and other property of the Authority. The Chief Financial Officer shall report on the Authority's financial affairs to the Executive Director and the Board. The Chief Financial Officer may settle claims by the Authority for toll violations where the amount sought in aggregate unpaid tolls and administrative fees is less than \$10,000, and may execute and enforce Post-Paid Plan Agreements. The Chief Financial Officer may settle claims for damage to Authority property caused by others up to an amount of \$10,000. The Chief Financial Officer may sign documents ancillary to contracts with contractors, consultants and vendors, such as confidentiality agreements, provided that such documents do not impose a fee on the Authority in excess of \$500.00.

L. Chief Information Officer. The Chief Information Officer shall be responsible for information technology operations, issues and recommendations relating to technology. The Chief Information Officer may sign documents ancillary to contracts with contractors, consultants and vendors, such as confidentiality agreements, provided that such documents do not impose a fee on the Authority in excess of \$500.00.

M. Director of Internal Audit. The Director of Internal Audit shall be responsible for the internal auditing functions of the Authority and for auditing of financial and operating records of firms doing business with the Authority. The Director of Internal Audit may also serve as the "Internal Auditor" who shall advise the Audit Committee of the Board. When acting operationally

as the Director of Internal Audit, he or she may report to the Executive Director with respect to functions other than those of the Internal Auditor.

N. Additional Staff. The Board may name and appoint, from time to time, such additional officers, consultants and employees as it may require, and may designate their general duties and under whose supervision or direction they shall serve.

ARTICLE IV

FINANCIAL MATTERS

A. Bank Accounts. The Chief Financial Officer is authorized to approve and execute agreements with banks and other financial institutions for accounts established pursuant to bond resolutions to hold Authority funds.

B. Check Signatories. The following officers may sign checks on behalf of the Authority:

1. Executive Director
2. Deputy Executive Director
3. Chief Operating Officer
4. Chief Financial Officer
5. Deputy Chief Financial Officer
6. Treasurer
7. Secretary

Only one signature is required for checks in amounts of \$100,000 or less. Two signatures are required on any check in excess of \$100,000, and no officer may sign in more than one capacity. Facsimile signatures are acceptable.

ARTICLE V

MEETINGS; OPEN PUBLIC MEETINGS POLICY

Regular and Special Meetings. Regular meetings of the Board shall be held at such times and places as may be determined by resolution of the Board. In no event shall there be fewer than four Board meetings held per calendar year. Special meetings of the Board may be called by the Chair or, in the Chair's absence, the Vice Chair, and shall be called at the written request of two or more Commissioners. Written notice of each such special meeting shall be given to each Commissioner who does not waive such notice in writing at least 48 hours prior to the time specified for the meeting, and shall specify the time, place and purpose(s) of the meeting. At such meetings, any and all matters may be considered and acted upon by the Board.

A. Open Public Meetings Act; Notice of Meetings of the Authority. All meetings of the Board, whether regular, special, or emergency, in person or by means of telephonic or alternative communications equipment, shall be scheduled and conducted in accordance with the Open Public Meetings Act, N.J.S.A. 10:4-1, et seq., as amended. Public notice of the annual and all regular and special meetings shall be given in accordance with the provisions of the Open

Public Meetings Act.

B. Executive Sessions. At any regular or special meeting of the Board, the Authority may, in accordance with the Open Public Meetings Act, close its session to the public.

C. Quorum. Pursuant to Section 3 of the Act, N.J.S.A. 27:23-3, the required quorum for a Board meeting shall be five (5) Commissioners. If a quorum shall not be present at any meeting of the Board, a majority of the Commissioners present shall adjourn the meeting to another time and place.

D. Agenda. An Agenda shall be prepared for each meeting of the Board by the Executive Director with the assistance of the Secretary and Authority staff. The Chair shall approve the Agenda. The approved Agenda and other relevant material shall be delivered to each Commissioner no later than two (2) days prior to each regular meeting, provided that materials relating to emergent matters, as determined by the Chair, may be delivered fewer than two (2) days prior to a meeting. During any regular or special meeting of the Board, any Commissioner may move to add a new resolution to the Agenda in accordance with the Motions Procedure set forth in Article V.H.

E. Participation by Conference Telephone. One or more Commissioners may participate in a meeting of the Board, or any committee thereof, by means of telephonic or alternative communications equipment through which all persons participating in the meeting can hear and speak to one another at the same time. Participation in a meeting by such means shall constitute presence in person at the meeting and therefore shall be counted for the purposes of determining a quorum thereof, and shall entitle such Commissioner to exercise all rights and privileges to which such Commissioner might be entitled were they personally in attendance, including the right to vote and any other rights attendant to presence in person at such meeting.

F. Resolutions. All resolutions shall be in written form as an item of the Agenda (an "agenda item") to be voted upon. All agenda items to be voted on shall be numbered. At the discretion of the Chair, the Board may vote on multiple agenda items by one motion.

G. Motions Procedure. Upon a motion being proposed and seconded, the Chair shall state the question and, after discussion, shall call the question. Discussion of any issue is subject to regulation by the Chair to assure adequate consideration of relevant points of view in the best interests of the Authority. The vote of the Commissioners shall be to adopt or reject the motion; alternatively, before the question is presented for a vote, a motion may be made to postpone consideration of the motion under discussion, which must be seconded and is debatable.

H. Role of the Chair. Authority for conduct of the meeting is assigned to the Chair, who shall be responsible for timely, fair and reasonable conduct of the meeting's business. Decisions of the Chair are final on questions of procedure, except that any ruling can be appealed to a vote of the Board. If a ruling of the Chair is corrected by the Board, the Chair shall amend its

ruling to reflect the will of the Board.

I. Votes. The affirmative vote of five (5) Commissioners shall be necessary for any action taken by the Authority pursuant to the Act, N.J.S.A. 27:23-3. Voting may be, at the discretion of the Chair, by voice vote or by roll call and the "yeas" and "nays" will be entered upon the agenda items and in the minutes of Board meetings. After due discussion, the vote shall be recorded upon all agenda items presented for vote at any meeting of the Board. If five votes are cast in favor of an agenda item, it shall constitute an approved resolution of the Board. If fewer than five (5) votes are cast in favor of an agenda item, the resolution shall be deemed lost.

ARTICLE VI

OPEN PUBLIC RECORDS ACT

The Authority shall conduct its business and activities in the public interest and shall comply with the New Jersey Open Public Records Act, N.J.S.A. 47:1A-1, et seq.

ARTICLE VII

COMMITTEES OF THE BOARD

A. Audit Committee. There is established an Audit Committee in compliance with Executive Order #122 (McGreevey) dated July 23, 2004 ("EO 122"). The Audit Committee shall consist of at least three members, two of whom shall be Commissioners, none of whom shall be staff, all of whom shall be independent, as described in EO 122. The members of the Audit Committee shall include at least one member who, in the determination of the Chair and Executive Director, possesses a high level of financial expertise.

The purpose of the Audit Committee is to assist the Board in its oversight of (1) the financial reporting process; (2) the independent audit process; (3) the independent auditor's qualifications and independence; (4) the performance of the Authority's independent auditors; and (5) the process for monitoring compliance with the Authority's operating policies with an emphasis on compliance with the New Jersey Conflicts of Interest Law, N.J.S.A. 52:13D-12, et seq. In carrying out its duties, the Audit Committee shall proactively assist the Board in overseeing: (1) the integrity and quality of the Authority's financial statements; (2) the Authority's compliance with legal, regulatory and ethical requirements; (3) the auditor's performance and ability to perform; and (4) the performance of the Authority's own internal audit and internal control functions. The Internal Auditor and Chief Financial Officer shall be available to advise the Audit Committee.

B. Other Committees. The Board may establish other Committees as the Board may deem necessary from time to time to provide for the effective and efficient governance of the Authority, and to make recommendations to, and act on behalf of, the Board.

ARTICLE VIII

DEFENSE AND INDEMNIFICATION OF INDIVIDUALS

A. As used in this Article VIII, the term "indemnified party" shall mean an individual who is a Commissioner, officer, or employee of the Authority. The terms

"Commissioner," "officer," and "employee" shall include a former Commissioner, officer, and employee, and the estate or a judicially appointed personal representative of such present or former Commissioner, officer, or employee.

B. Upon compliance by an indemnified party with the provisions of paragraph H of this Article VIII, the Authority shall provide for the defense of the indemnified party in any civil action or proceeding in any state or federal court or administrative tribunal (collectively, "proceeding") arising out of any alleged act or omission that occurred or is alleged in the complaint to have occurred while the individual was acting within the scope of Authority employment or duties; or which is brought pursuant to Section 1983 of Title 42 of the United States Code and the act or omission underlying the action occurred or is alleged in the complaint to have occurred while the individual was acting within the scope of Authority employment or duties. The Authority shall not provide for a defense where such proceeding is brought by or on behalf of the Authority or to recover Authority funds.

C. Where an individual seeking indemnification delivers process to General Counsel as required by paragraph H of this Article VIII, General Counsel shall take the necessary steps on behalf of the individual in order to avoid entry of a default pending resolution of any question pertaining to the determination whether to provide for a defense. General Counsel shall, in accordance with policies adopted by the Authority, assign outside counsel where General Counsel determines, based upon an investigation and review of the facts and circumstances of the case, that representation by General Counsel would be inappropriate.

D. The Authority shall indemnify and save harmless an indemnified party in the amount of any judgment obtained against such indemnified party in any proceeding, or in the amount of any settlement of a claim, or shall pay such judgment or settlement; provided, however, that the act or omission from which such judgment or settlement arose occurred while the indemnified party was acting within the scope of Authority employment or duties; and provided, further, that the Authority shall not indemnify and save harmless or pay under this Article VIII where the injury or damage resulted from actual fraud, actual malice, willful misconduct or intentional wrongdoing on the part of the party seeking indemnification, or where the Authority has brought the action.

E. Any proposed settlement or final judgment that may be subject to indemnification or payment by the Authority in accordance with these By-Laws, if not inconsistent with the provisions of this Article VIII, shall, as applicable, be authorized for payment in accordance with the provisions of these By-Laws; provided, however, that General Counsel has determined that such proposed settlement or final judgment is in the best interest of the Authority. Nothing in this Article VIII shall be construed to authorize the Authority to indemnify and save harmless or pay an indemnified party with respect to a settlement not so

reviewed and approved by General Counsel.

F. Nothing in this Article VIII shall require the Authority to indemnify or save harmless an indemnified party with respect to fines or penalties; provided, however, that the Authority shall indemnify and save harmless an indemnified party in the amount of any costs, attorneys' fees, damages, fines, or penalties that may be imposed by reason of an adjudication that an indemnified party, acting within the scope of Authority employment or duties, has, without willfulness or intent, violated a prior order, judgment, consent decree, or stipulation of settlement entered in any proceeding.

G. The Authority may, consistent with applicable law, provide for a defense when punitive damages are sought or criminal charges are asserted, in connection with any alleged act or omission that occurred or is alleged in the complaint to have occurred while the individual was acting within the scope of Authority employment or duties, based upon an investigation and review of the facts and circumstances and a determination by General Counsel that provision of such defense would be in the best interest of the Authority; provided, however, that the Authority shall provide reimbursement of defense costs incurred by or on behalf of an indemnified party in defense of a criminal proceeding arising out of such an act or omission upon acquittal or dismissal of the criminal charges. Furthermore, the Authority may, consistent with applicable law, indemnify or save harmless an indemnified party with respect to fines or penalties, based upon an investigation and review of the facts and circumstances of the case and a determination by General Counsel that to indemnify and save harmless such indemnified party would be in the best interest of the Authority.

H. The benefits of this Article VIII shall be conditioned upon (i) delivery to General Counsel of the original or a copy of any summons, complaint, process, notice, demand or pleading ("process") within five (5) days after receipt or service of such document, such delivery being deemed a request by the party seeking indemnification that the Authority provide for defense pursuant to this Article VIII; (ii) the full cooperation of the indemnified party in the defense of such action or proceeding and in defense of any action or proceeding against the Authority based upon the same act or omission, and in the prosecution of any appeal; and (iii) the agreement of the indemnified party that the Authority shall be entitled to withdraw such defense and demand reimbursement from such party for costs incurred in connection with such defense in the event that, upon further discovery, indemnification is not required or otherwise warranted under this Article VIII.

I. The benefits of this Article VIII shall inure only to an indemnified party as defined herein and shall not enlarge or diminish the rights of any other party. This Article VIII shall not in any way affect the obligation of any claimant to give any notice otherwise required by any provision of law. The provisions of this Article VIII shall not be

construed to impair, alter, limit, or modify the rights and obligations of any insurer under any policy of insurance.

J. Except as otherwise specifically provided herein, the provisions of this Article VIII shall not be construed in any way to impair, alter, limit, modify, abrogate, or restrict any immunity available to or conferred upon any unit, entity, Commissioner, officer, or employee of the Authority, or any right to defense and/or indemnification provided for any governmental officer or employee by, in accordance with, or by reason of, any other provision of state or federal statutory or common law.

ARTICLE IX

RESERVATION OF POWERS

The powers not delegated by these By-Laws are reserved to the Board. The powers vested by or pursuant to these By-Laws in the Executive Director or other staff shall not be construed or deemed to limit the authority of the Board to act. If such authority is exercised by the Board of Commissioners, it shall not be construed or deemed to affect the power of the Executive Director or other staff in similar cases thereafter.

ARTICLE X

AMENDMENTS

These By-Laws may be amended by resolution duly adopted at any regular or special meeting of the Board of Commissioners.

New Jersey Turnpike Authority

Certificate as to By-Laws

I, Kim A. Schurman, Secretary to the New Jersey Turnpike Authority (Authority), hereby certify that the foregoing is a true copy of the By-Laws of the Authority, as amended as of February 28, 2017 and approved by the Board of Commissioners of the Authority on said date.

In Witness Whereof, I have hereunto set my hand this ____ day of March, 2017.

Kim A. Schurman
Secretary

041-02-2017

In a memorandum dated February 16, 2017, **Authorization to renew Excess Liability Insurance, Public Officials and Employment Practices Liability Insurance, Fiduciary Insurance and Commercial Crime Insurance for one additional year (March 15, 2017 to March 15, 2018), Requisition No.: 130010, Budget Code: 10-893-441010**, was approved.

The Authority maintains Excess Liability, Public Officials and Employment Practices Liability, Fiduciary Insurance and Commercial Crime Liability insurance policies, all of which are due to expire on March 15, 2017.

Willis Towers Watson ("Willis"), the broker of record for the lines to be renewed, sought

renewal quotations for each of the coverages indicated above. The quotations were reviewed by staff and with the Authority's insurance and risk management consultant, Hanover Stone Partners, LLP ("Hanover Stone"). Following discussion and analysis, it is recommended that each of the insurance coverages be renewed as follows:

(1) Excess Liability Insurance – (Self-Insured General Liability and Automobile Liability Insurance Program) (March 15, 2017 to March 15, 2018)

The Authority maintains \$100 million of Excess Liability Insurance above its \$2 million self-insured retention ("SIR") for General Liability claims and its \$5 million SIR for Automobile Liability claims. The Excess Liability insurance is structured in four (4) layers of \$25 million each.

Willis marketed the program with at least six (6) carriers (Zurich, Ironshore, Endurance, XL, Great American, and, National Union Fire Insurance Company of Pittsburgh, PA, the incumbent ("AIG")) for renewal quotations for coverage on the various layers of the program, requesting the same terms and conditions as the current policies.

Willis was successful in renewing the program upon the same terms and conditions as the expiring coverage, with a slight increase in premium, with the following insurers at the following premium amounts:

<u>Underwriter</u>	<u>Coverage</u>	<u>Premium</u>
National Union Fire Insurance Co. (AIG)	\$25 Million excess SIR	\$ 581,000
Great American Insurance Company	\$25 Million excess \$25 Million	\$ 125,000
XL Insurance Company	\$25 Million excess \$50 Million	\$ 60,500
Zurich	\$25 Million excess \$75 Million	\$ 35,350
Total:		\$ 801,850

The premiums indicated above, along with the mandatory New Jersey Property Liability Insurance Guaranty Association ("PLIGA") surcharge not to exceed \$4,865 results in a total premium amount of \$806,715, a slight increase of \$10,387 or 1.3% from the current year's premium. It is recommended that the Authority renew the Excess Liability Program with the underwriters and in the amounts set forth above, for a total aggregate premium, including PLIGA, not to exceed \$806,715.

(2) Public Officials and Employment Practices Liability Insurance (March 15, 2017 to March 15, 2018)

The Authority maintains Public Officials and Employment Practices Liability Insurance with National Union Fire Insurance Company of Pittsburgh, PA ("AIG") with a limit of \$20 million, along with an excess policy with Ironshore Indemnity Inc. ("Ironshore") that provides an additional \$10 million aggregate and limit, both of which will expire on March 15, 2017.

Initially, AIG insisted on introducing a new policy form that would have changed coverages. Willis approached a number of underwriters for renewal quotations for coverage with the same terms and conditions as set forth in the current policies. Willis provided two alternative quotations from other underwriters for the primary layer which were not competitive with the

incumbent.

After much negotiation, Willis was able to get AIG to retain the same policy form and secured a renewal premium upon the same terms and conditions as the expiring coverage from AIG for the primary layer and Ironshore Indemnity Inc., ("Ironshore") for the excess layer. With respect to the primary layer, AIG quoted a renewal premium of \$260,928, which is a 5% increase in the current premium, and which would result in a mandatory PLIGA surcharge not to exceed \$1,826 resulting in a total premium amount of \$262,754. With respect to the excess layer, Ironshore quoted a renewal premium of \$76,500, which is the same as the current premium, and which would result in a mandatory PLIGA surcharge not to exceed \$460 resulting in a total premium amount of \$76,960. It is recommended that the Authority renew the Public Officials and Employment Practices Liability insurance with the underwriters and in the amounts set forth above, for a total aggregate premium, including PLIGA, not to exceed \$339,714.

(3) Fiduciary Insurance (March 15, 2017 to March 15, 2018)

The Authority maintains Fiduciary Insurance with National Union Fire Insurance Company ("AIG") with a limit of \$10 million that will expire on March 15, 2017.

Willis approached the following underwriters for renewal quotations for primary coverage upon the same terms and conditions as the current policy: Ironshore, Travelers, and Chubb. Competitive quotes could not be provided by the underwriters other than the incumbent, AIG, who not only provided a quotation, but provided certain enhanced and expanded coverages. AIG's quotation of \$36,060 was an increase over the current premium of \$30,050, and would be subject to a PLIGA surcharge of \$216.36, resulting in a total premium amount of \$36,276.36. Since the primary coverage was expanded to cover additional risks associated with a larger number of employee benefit programs, the Authority's brokers and consultants recommended that additional coverage be purchased to cover the expanded risks. Willis was asked to market and was able to secure a quotation from Chubb for an additional \$10 million layer of excess coverage for an amount not to exceed \$21,776, plus a PLIGA surcharge of \$130.66, resulting in a total excess premium of \$21,906.66.

It is recommended that the Authority renew the primary Fiduciary Insurance with the underwriter and in the amount set forth above. It is further recommended that the Authority place an additional \$10 million in excess coverage as outlined above, for a total expenditure for both layers of coverage not to exceed \$58,183.02.

(4) Commercial Crime Liability Insurance (March 15, 2017 to March 15, 2018)

The Authority maintains Commercial Crime Liability Insurance with Westchester Fire Insurance Company (ACE), now known as Chubb ("Chubb") with limits of \$5,000,000, and a \$50,000 deductible, covering a number of areas involving employee dishonesty and theft, which will expire on March 15, 2017.

Willis approached the following underwriters, for renewal quotations for coverage with the

same terms and conditions as set forth in the current policy: AIG, Travelers, and the incumbent, Chubb. Neither AIG nor Travelers could provide a quotation for this coverage that was competitive with the incumbent underwriter. Chubb's quotation of \$40,171, no change from the current premium, would be subject to a PLIGA surcharge of \$242, resulting in a total premium amount not to exceed \$40,413.

It is recommended that the Authority renew the Commercial Crime Liability insurance with the underwriter and in the amount set forth above, for a total aggregate premium, including PLIGA, not to exceed \$40,413.

It is therefore requested that the Executive Director be authorized to award the renewals and placements of the insurance policies and coverages as outlined above. It is further requested that the Executive Director be authorized to take all such actions and to execute all such documents, after review by Hanover Stone, and with the recommendation of the Law Department, to effectuate the authority set forth above.

042-02-2017

In a memorandum dated February 16, 2017, **Authorization to Participate in an Out-of-Court Settlement with Barclays Bank PLC and Barclays Capital Inc. (collectively, "Barclays") Regarding the Setting of LIBOR, Amount: \$2,925,420.69 (to be received by the Authority)**, was approved.

Over the past several years, the New Jersey Attorney General and the attorneys general of 44 other states have conducted an investigation into the manner in which Barclays set a benchmark interest rate known as LIBOR. This investigation focused on allegations of fraudulent and anti-competitive conduct involving the manipulation of LIBOR by Barclays. These manipulations had the effect of increasing the amount paid by issuers of debt obligations, such as the Authority, on debt instruments that were based on LIBOR and supported by interest rate swaps.

Following the investigation, the attorneys general have agreed to settle with Barclays for \$93,350,000, of which \$2,925,420.69 will be the Authority's share. The Authority will not be required to pay any legal fees or costs in connection with this matter.

For the Authority to receive its share of the settlement funds, the Authority must elect to participate in the settlement and sign a release. The New Jersey Attorney General recommends that the Authority participate in the settlement, and the Law Department concurs.

Accordingly, it is requested that the Board of Commissioners delegate to the Executive Director the authority to execute the election to participate and the release documents in this matter. It is further recommended that the Commissioners authorize the Executive Director to execute any such other documents and take any such other actions as are deemed necessary to effectuate the intent of this authorization.

On motion by Treasurer DuPont and seconded by Vice Chairman Gravino, the Board unanimously approved item numbers 039-02-2017 through 042-02-2017; and authorized or ratified, as presented, the recommendations contained therein; and received and filed the memoranda.

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ROLL CALL

HAMMER	GRAVINO	DUPONT	POCINO	DIAZ	BECHT	MINELLA
YES	YES	YES	YES	ABSENT	YES	YES

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ENGINEERING

Chief Engineer Robert Fischer requested approval of item number 043-02-2017 through 046-02-2017. Moved are the items as follows:

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ORDER FOR PROFESSIONAL SERVICES (OPS)

043-02-2017

In a document dated February 2, 2017, **Recommendation to Issue Order for Professional Services No. A3582, RM-129640, New Jersey Turnpike and Garden State Parkway, LS Engineering Associates Corporation, Engineering Services for the 2017 New Jersey Turnpike Authority Bridge Inspection Program, Inspection of Microwave Towers, Maintenance Reserve Fund No. 030E10005, Amount: \$445,000.00,** was approved.

This Order for Professional Services provides engineering services which include inspection of fifteen (15) microwave towers along the Parkway and ten (10) along the Turnpike. The work shall encompass inspections of tower structures, foundations, equipment, equipment shelters, electrical and lighting systems, antennas and appurtenance and preparation of draft and final inspection reports including updated antennas inventory.

This assignment is classified as a "Simple Project" based on the scope of work being clearly defined and not likely to change during the course of the project, and the cost not exceeding \$2,000,000.00. The solicitation for Expressions of Interest (EOIs) was posted on the Authority's website and 51 engineering firms were prequalified or eligible under Profile Codes: A130, Communication Systems: Tel/Radio/Microwave/Fiber Optic or D280R, Bridges – NBIS Program, Routine. Two firms submitted EOIs by the closing date of January 3, 2017.

Based on language provided in the Authority's Regulation N.J.A.C. 19:9-2.8 which states: "For all projects, if fewer than three EOIs are deemed complete, the EOI solicitation may be rewritten and/or re-solicited, or the procurement may continue with fewer than three firms, as determined by the Executive Director, in consultation with the Director." Authorization was granted to continue with the evaluation of the two EOIs received. Subsequent to the scoring of EOIs by the Review Committee, Fee Proposals were requested from these two firms. The firms

in the order of ranking are: 1) LS Engineering Associates Corporation and 2) Churchill Consulting Engineers. The fee submitted by LS Engineering Associates Corporation has been reviewed and negotiated and is considered to be fair and reasonable for the services to be provided.

It is, therefore, recommended that Order for Professional Services No. A3582 be issued to the firm of LS Engineering Associates Corporation of Montville, New Jersey, in an amount not to exceed \$445,000.00. This amount includes reimbursement of direct salaries times a maximum multiplier of 2.42 to cover the cost of fringe benefits, overhead and profit, plus authorized direct non-salary expenses. The award is contingent upon the Treasurer of the State of New Jersey completing the review of all documents submitted by the selected awardee, pursuant to Public Law 2005, Chapter 51 (formerly Executive Order 134) and Executive Order 117 (Corzine 2008), and having no objection to same. These professional services were procured, and the recommended firm was selected, in accordance with N.J.S.A. 52:34-9.1, et seq., N.J.S.A. 27:23-6.1 of the Authority's enabling legislation, N.J.A.C. 19:9-2.8, promulgated pursuant thereto, and Executive Order No. 37 (Corzine 2006).

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MISCELLANEOUS

044-02-2017

In a document dated February 17, 2017, Recommendation to Issue a Type 3 Change Order to Contract No. T100.450, RM-130444, New Jersey Turnpike, Cornell & Company, Inc., Emergency Repair Contract Delaware River Turnpike Bridge, Structure No. P0.00, Structural Steel Fabrication and Erection, Maintenance Reserve Fund No. 039999999, Amount: \$3,000,000.00, was approved.

At the January 31, 2017 Board Meeting, the Commissioners ratified Contract No. T100.450, which was issued by the Executive Director upon the recommendation of the Chief Engineer on an emergency basis in accordance with N.J.S.A. 27:23-6.1, N.J.A.C. 19:9-2.2, and Executive Order No. 37 (Corzine 2006). This emergency repair contract was issued as a direct result of the need to take immediate action to stabilize the Delaware River Turnpike Bridge after discovering that a critical structural steel member had completely cracked and separated placing the structure in a severely compromised state. The contract scope of work defined at that time included the fabrication and installation of splice plates to support the fractured steel member, the fabrication and erection of eight (8) steel towers approximately 80 feet in height each to support and stabilize the bridge structure and the installation of temporary jacks to load the structure.

Although the original scope of work is nearing completion, the fluid and dynamic nature in dealing with this emergency requires the contractor to provide additional construction services that are beyond the original scope and cost of the contract. Accordingly, it is recommended that a Type 3 Change Order be issued to the contract in an amount of \$3,000,000.00 to perform

additional unanticipated work.

The contractor will provide additional construction services that have been deemed necessary before the structure can be jacked. This will require additional structural reinforcement of the bridge by fabricating and installing jacking saddles and additional reinforcement of key structural members of the truss. It will also require existing truss plate rivets to be removed and replaced with high strength bolts at critical jacking point connection plates. The contractor has also been requested to provide additional services to support the Authority's efforts associated with the analysis of the structure. In this regard, the contractor will take cores from select structural steel members so they can be sent to a material testing lab for testing and analysis.

It is also anticipated that the contractor will remove a portion of the fractured steel member and will fabricate and install a new high performance steel fracture critical member to replace the original one. Other items of work include; fabrication and installation of post tensioning brackets and rods; structural member strengthening; furnishing and operating high reach lifts for bridge inspection, UT testing and other construction related support activities to assist the Authority, its consultants and emergency response team in order to expeditiously continue the evaluation efforts of the bridge structure and other ancillary items.

All work under this contract is being performed on a time and material basis in accordance with the provisions of Subsection 108.04 – Payment for Cost-Plus Work. Issuing this Type 3 Change Order will increase the scope of work and contract amount. It will provide a new contract ceiling amount that will be used to compensate the contractor as work progresses, conditions change and as the scope evolves and needs arise in the field.

It is, therefore, recommended that this Type 3 Change Order to Contract No. T100.450 be authorized in the amount of \$3,000,000.00 to Cornell & Company, Inc. of Woodbury, New Jersey.

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FINAL ACCEPTANCE

045-02-2017

In a memorandum dated February 10, 2017, **Recommendation for Final Acceptance**
Contract P200.195, Culvert Repairs Milepost 100 to 140, \$120,386.89, Contract
T869.120.502, Interchange 6 to 9 Widening Program, Grading, Drainage, Paving &
Structures, NSO/SNO Roadways, Milepost 62.0 To 63.4, \$31,810.11, Contract P100.318
Bridge Deck Repairs & Resurfacing, MP 0 to 126, \$98,998.97, Contract A500.274,
Construction of Troop D Moorestown Station, Turnpike MP 37.0 NB and Galloway Station,
Parkway MP 42.0, \$194,192.76, Amount Due to Contractors:
\$445,388.73, Fund No's.: Various Funds, was approved.

All work performed on each of the construction contracts listed below have been

completed in accordance with the contract documents and to the satisfaction of the Engineering Department. Accordingly, it is recommended that these contracts be deemed complete and approved for Final Acceptance. The table below lists each contract and includes pertinent Change Order and financial information including the final payment amount due the Contractor upon Final Acceptance.

Contract No.	Contractor	Award Total Amount	No. of Change Orders	Additions/ Reductions	Final Total Contract Amount	Final Payment Amount
P200.195	J. Fletcher Creamer & Son, Inc. & Joseph M. Sanzari, Inc. A Joint Venture	\$8,862,991.56	2A	\$2,268,392.28	\$11,131,383.84	\$120,386.89
T869.120.502	Rencor, Inc.	\$38,885,144.25	15	\$4,950,623.21	\$43,835,767.46	\$31,810.11
P100.318	Joseph M. Sanzari, Inc.	\$8,132,437.00	5	\$1,767,460.17	\$9,899,897.17	\$98,998.97
A500.274	Hall Building Corporation	\$26,957,887.75	4	\$536,413.32	\$27,494,301.07	\$194,192.76
Total						\$445,388.73

The Certification and Recommendation for Final Acceptance has been executed by the Engineers, the General Consultant and the Chief Engineer. All required contract documents including the Engineer's Final Certifications, Maintenance Bonds, Affidavit of Prevailing Wage and the Final Payment certificates have been submitted to the Law Department and approved as to correctness of form. Furthermore, the Contractors have certified that there are no liens outstanding against the Contractors. Accordingly, it is recommended that each contract listed above be accepted and final payment in the amounts shown above be made to the Contractors.

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ACKNOWLEDGE REPORTS OF

ENGINEERING EXPENDITURES UNDER DELEGATED AUTHORITY

046-02-2017

Acknowledge Reports of Engineering Expenditures Under Delegated Authority

- Construction Contract Progress Summary
- Change Order Summary
- Utility Order Report

On motion by Treasurer DuPont and seconded by Vice Chairman Gravino, the Board unanimously approved item nos. 043-02-2017 through 046-02-2017; and authorized or ratified, as presented, the recommendations contained therein; and received and filed the memoranda. The Authority unanimously accepted the reports contained in item number 046-02-2017 and received same for file.

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ROLL CALL

HAMMER GRAVINO DuPONT POCINO DIAZ BECHT MINELLA

YES YES YES RECUSED ABSENT YES YES

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MAINTENANCE

Director of Maintenance, Kenneth McGoldrick requested approval of item numbers 047-02-2017 through 052-02-2017. Moved are the items as follows:

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PUBLIC BID-AWARD OF CONTRACTS

047-02-2017

In a document dated February 10, 2017, Recommendation to Award Contract No. A500.425, New Jersey Turnpike and Garden State Parkway, USA General Contractors Corp., Immediate Roofing Repairs, New Jersey Turnpike MP 88.3 to MP 122.0 and Garden State Parkway MP 110.0 to MP 172.0, Bergen, Essex, Hudson, Middlesex, Monmouth, Passaic and Union Counties, Funding Source: Various Funds, Amount : \$1,000,000.00, was approved.

This contract includes immediate repairs and/or replacement of roof systems at all Authority facilities, including but not limited to Toll Plazas, Maintenance Districts and Service Areas on the Turnpike from MP 88.3 (Int. 10) to MP 122 which contains approximately 82 buildings totaling approximately 455,000 sq. feet of roofs and the Parkway from MP 110.0 (Int. 109) to MP 172 which contains approximately 135 buildings totaling approximately 700,000 sq. feet of roofs. The immediate repairs will be as directed by the Director of Maintenance, through the WRAF approval process, for a period of two (2) years with two (2), one (1) year options to renew at a cost not to exceed \$1,000,000.00.

Six (6) bid proposals were received on January 26, 2017 for the above publicly advertised contract, as shown on the attached bid summary sheet. The low bid proposal of 4.00% may be compared to the second low bid proposal of 10.00%. These percentages represent a weighted average mark-up on the Contractor's time and materials cost of performing the work. USA General Contractors Corp. has previously performed similar work for the Authority and is considered competent to complete this contract.

It is, therefore, recommended that Contract No. A500.425 be awarded to the lowest bidder, USA General Contractors Corp. of Elizabeth, New Jersey, in an amount not to exceed \$1,000,000.00. This award is contingent upon the Treasurer of the State of New Jersey completing the review of all documents submitted by the selected awardee, pursuant to Public Law 2005, Chapter 51 (formerly Executive Order 134) and Executive Order 117 (Corzine 2008), and having no objection to same. Bids were procured and authorization is being sought to award this contract in accordance with N.J.S.A. 27:23-6.1 of the Authority's enabling legislation, N.J.A.C. 19:9-2.2, promulgated pursuant thereto, and Executive Order No. 37 (Corzine 2006).

Authorization is further requested for the Executive Director to approve each of the two, one-year extensions upon satisfactory performance by the vendor.

The General Consultant, HNTB Corporation, concurs with this recommendation.

048-02-2017

In a document dated February 10, 2017, **Recommendation to Award Contract No. A500.426, New Jersey Turnpike and Garden State Parkway, USA General Contractors Corp., Immediate Roofing Repairs, New Jersey Turnpike MP 0.0 to 83.4 and Garden State Parkway MP 0.0 to MP 107.0, Atlantic, Burlington, Camden, Cape May, Gloucester, Mercer, Monmouth, Ocean and Salem Counties, Funding Source: Various Funds, Amount: \$1,000,000.00,** was approved.

This contract involves immediate repairs and/or replacement of roof systems at all Authority facilities, including but not limited to Toll Plazas, Maintenance Districts and Service Areas on the Turnpike from MP 0.0 to MP 83.4 (Int. 9) which contains approximately 73 buildings totaling approximately 485,000 sq. feet of roofs and the Parkway from MP 0.0 to MP 107.0 (Int. 105) which contains approximately 135 buildings totaling approximately 500,000 sq. feet of roofs. The immediate repairs will be as directed by the Director of Maintenance, through the WRAF approval process, for a period of two (2) years with two (2), one (1) year options to renew at a cost not to exceed \$1,000,000.00.

Five (5) bid proposals were received on January 26, 2017 for the above publicly advertised contract, as shown on the attached bid summary sheet. The low bid proposal of 4.00% may be compared to the second low bid proposal of 10.00%. These percentages represent a weighted average mark-up on the Contractor's time and materials cost of performing the work. USA General Contractors Corp. has previously performed similar work for the Authority and is considered competent to complete this contract.

It is, therefore, recommended that Contract No. A500.426 be awarded to the lowest bidder, USA General Contractors Corp. of Elizabeth, New Jersey, in an amount not to exceed \$1,000,000.00. This award is contingent upon the Treasurer of the State of New Jersey completing the review of all documents submitted by the selected awardee, pursuant to Public Law 2005, Chapter 51 (formerly Executive Order 134) and Executive Order 117 (Corzine 2008), and having no objection to same. Bids were procured and authorization is being sought to award this contract in accordance with N.J.S.A. 27:23-6.1 of the Authority's enabling legislation, N.J.A.C. 19:9-2.2, promulgated pursuant thereto, and Executive Order No. 37 (Corzine 2006).

Authorization is further requested for the Executive Director to approve each of the two, one-year extensions upon satisfactory performance by the vendor.

The General Consultant, HNTB Corporation, concurs with this recommendation.

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MISCELLANEOUS

049-02-2017

In a document dated February 10, 2017, **Authorization to Increase the Authorized Amount and Extend the Term of Contract No. P200.374, Garden State Parkway, J. Fletcher Creamer & Sons, Inc., Guide Rail and Impact Attenuator Maintenance and Repair on the Garden State Parkway in Atlantic, Bergen, Burlington, Middlesex, Union, Essex, Monmouth, Ocean and Passaic Counties, Funding Source: 00010500461030, Additional amount: \$2,328,755.00**, was approved.

Contract No P200.374 was issued to J. Fletcher Creamer & Sons, Inc. at the December 16, 2014 Commission Meeting (Agenda item 481-12-2014) to provide for the maintenance and repair of steel guide beam rail, on an as needed basis, from Mile 0.0 to Mile 172.3 along the Garden State Parkway expiring on January 31, 2017, for a total authorized amount not to exceed \$5,833,091.00. At this time an additional \$2,328,755.00 is being requested as well as an extension of time to May 1, 2017 to continue the necessary maintenance and repairs, which are subject to funding availability at the time of the request.

The supplement is necessary as the original contract amount has been exceeded due to unforeseen circumstances and additional repairs that have exceeded the original quantities which were estimated from historical data. The extension of time is required to continue the repair work until the new contract is in place. This supplement and extension of time will allow for the Maintenance Department to ensure the integrity of the guide rail system and the safety of the Authority's patrons.

It is, therefore, recommended that a supplement, in the amount of \$2,328,755.00, and an extension of time, to May 1, 2017, for Contract No P200.374 be issued to J. Fletcher Creamer & Sons, Inc. with the same compensation, terms and conditions as the original Contract. The addition of this amount increases the total authorized fee for this Contract from \$5,833,091.00 to \$8,161,846.00.

050-02-2017

In a document dated February 10, 2017, **Authorization to Increase the Authorized Amount and Extend the Term of Contract No. T200.375, New Jersey Turnpike, J. Fletcher Creamer & Sons, Inc., Guide Rail and Impact Attenuator Maintenance and Repair on the New Jersey Turnpike in Bergen, Burlington, Camden, Essex, Gloucester, Mercer, Middlesex, Salem, and Union Counties, Funding Source: 00010500461030, Additional amount: \$1,519,325.42**, was approved.

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Contract No T200.375 was issued to J. Fletcher Creamer & Sons, Inc. at the December 16, 2014 Commission Meeting (Agenda item 482-12-2014) to provide for the maintenance and repair of steel guide beam rail, on an as needed basis, from Mile 0.0 to Mile 122.0 along the New Jersey Turnpike expiring on January 31, 2017, for a total authorized amount not to exceed \$6,584,956.00. At this time an additional \$1,519,325.42 is being requested as well as an extension of time to May 1, 2017 to continue the necessary maintenance and repairs, which are subject to funding availability at the time of the request.

The supplement is necessary as the original contract amount has been exceeded due to unforeseen circumstances and additional repairs that have exceeded the original quantities which were estimated from historical data. The extension of time is required to continue the repair work until the new contract is in place. This supplement and extension of time will allow for the Maintenance Department to ensure the integrity of the guide rail system and the safety of the Authority's patrons.

It is, therefore, recommended that a supplement, in the amount of \$1,519,325.42, and an extension of time, to May 1, 2017, for Contract No T200.375 be issued to J. Fletcher Creamer & Sons, Inc. with the same compensation, terms and conditions as the original Contract. The addition of this amount increases the total authorized fee for this Contract from \$6,584,956.00 to \$8,104,281.42.

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FINAL ACCEPTANCE

051-02-2017

In a document dated January 11, 2017, **Recommendation for Final Acceptance, Contract No. T500.400, New Jersey Turnpike, USA General Contractors Corp., Roof Replacement at Turnpike Interchange 16/18E Toll Canopy, Supplemental Capital Fund No.: 08007019, Amount Due Contractor: \$5,856.00,** was approved.

All work performed on the construction contract listed below has been completed in accordance with the contract documents and to the satisfaction of the Maintenance Department. Accordingly, it is recommended that this contract be deemed complete and approved for Final Acceptance. The table below includes pertinent Change Order and financial information including the final payment amount due the Contractor upon Final Acceptance.

Contract No.	Contractor	Award Total Amount	Number of Change Orders	Additions/ Reductions	Final Total Contract Amount	Final Payment Amount
T500.400	USA General Contractors Corp.	\$552,000.00	2	\$18,600.00	\$570,600.00	\$5,856.00

Total						\$5,856.00
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The Certification and Recommendation for Final Acceptance has been executed by the Engineers, the General Consultant and the Director of Maintenance. All required contract documents including the Engineer's Final Certifications, Maintenance Bonds, Affidavit of Prevailing Wage and the Final Payment certificates have been submitted to the Law Department and approved as to correctness of form. Furthermore, the Contractor has certified that there are no liens outstanding against the Contractor. Accordingly, it is recommended that the contract listed above be accepted and final payment in the amounts shown above be made to the Contractor.

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**ACKNOWLEDGE REPORTS OF
MAINTENANCE EXPENDITURES UNDER DELEGATED AUTHORITY**

052-02-2017

The Board acknowledges the reports of Maintenance Expenditures Under Delegated Authority as indicated below:

- Construction Contract Progress Report
- Change Order Summary

On motion by Treasurer DuPont and seconded by Vice Chairman Gravino, the Board unanimously approved item no. 047-02-2017 through 052-02-2017; and authorized or ratified, as presented, the recommendations contained therein; and received and filed the memoranda. The Authority unanimously accepted the reports contained in item number 052-02-2017 and received same for file.

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ROLL CALL

HAMMER	GRAVINO	DuPONT	POCINO	DIAZ	BECHT	MINELLA
YES	YES	YES	RECUSED	ABSENT	YES	YES

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PROCUREMENT ("PMM")

Director of Procurement and Materials Management Andrea Ward requested approval of item numbers 053-02-2017 through 080-02-2017. Moved are the items as follows:

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PUBLIC BIDS SOLICITATIONS

053-02-2017

In a document dated February 8, 2017, **Mason Dump Trucks, Beyer Bros. Corp., RM-128548 (Maintenance), Budget Code: Various, Amount: \$107,660.00 (\$53,830.00 each)**, was approved.

Under this contract, Beyer Bros. Corp. will provide two (2) mason dump trucks for use by the Maintenance Department to replace older existing vehicles that have exhausted their life expectancy. The bid was fully advertised and the 22 vendors listed in the Authority's database for the referenced commodity were notified of the procurement. On January 17, 2017 bids were received as follows:

<u>Vendor</u>	<u>Unit Price</u>	<u>Total Bid Price</u>
Beyer Bros. Corp., Fairview, NJ	\$53,830.00	\$107,660.00
Bayshore Ford Truck Sales, Inc., Pennsville, NJ	\$55,000.00	\$110,000.00

Departmental Estimate: \$116,000.00

Bids were procured and authorization is being sought to award this contract in accordance with *N.J.S.A. 27:23-1 et seq.*, the Authority's enabling legislation, *N.J.A.C. 19:9-2.2*, promulgated pursuant thereto, and Executive Order No. 37 (Corzine 2006). This award is also contingent upon the Treasurer of the State of New Jersey completing the review of all documents submitted by the selected awardee pursuant to Public Law 2005, Chapter 51 and Executive Order No. 117 (Corzine 2008), and having no objection to same.

Accordingly, authorization is requested to award a contract to Beyer Bros. Corp. for a total amount not to exceed \$107,660.00, subject to funding availability at the time of ordering.

054-02-2017

In a memorandum dated February 17, 2017, **4-Wheel Boom Rotary Mower, Farm Rite, Inc., RM-128791 (Maintenance), Budget Code: Various, Amount: \$ 164,395.00,** was approved.

Under this contract, Farm Rite Inc. will provide one (1) 4-wheel boom rotary mower for use by the Maintenance Department to replace an older existing mower that has exhausted its life expectancy. The bid was fully advertised and the seventeen (17) vendors listed in the Authority's database for the referenced commodity were notified of the procurement. On January 17, 2017, a sole bid was received as follows:

<u>Vendor</u>	<u>Total Bid Price</u>
Farm Rite, Inc., Hammonton, NJ	\$164,395.00

Departmental Estimate: \$170,000.00

Bids were procured and authorization is being sought to award this contract in accordance with *N.J.S.A. 27:23-1 et seq.*, the Authority's enabling legislation, *N.J.A.C. 19:9-2.2*, promulgated pursuant thereto, and Executive Order No. 37 (Corzine 2006). This award is also contingent upon the Treasurer of the State of New Jersey completing the review of all documents submitted by the selected awardee pursuant to Public Law 2005, Chapter 51 and Executive Order No. 117 (Corzine 2008), and having no objection to same.

Accordingly, authorization is requested to award a contract to Farm Rite, Inc. for a total amount not to exceed \$164,395.00, subject to funding availability at the time of ordering.

055-02-2017

In a document dated February 13, 2017, **24-Foot Rack Body Truck, Mid-Atlantic Truck Centre, Inc., RM-128585 (Maintenance), Budget Code: Various, Amount: \$116,998.00**, was approved.

Under this contract, Mid-Atlantic Truck Centre, Inc. will provide one (1) 24-foot rack body truck for use by the Inventory Section at the new Central Services Facility and will allow for the transportation of large items to various departments from the facility. The bid was fully advertised and the 22 vendors listed in the Authority's database for the referenced commodity were notified of the procurement. On January 17, 2017 bids were received as follows:

<u>Vendor</u>	<u>Total Bid Price</u>
Mid-Atlantic Truck Centre, Inc., Linden, NJ	\$116,998.00
Brown's Hunterdon International, LLC, Bloomsbury, NJ	\$117,281.00
Hunter Truck Sales and Service, Inc., Swedesboro, NJ	\$119,433.00
Campbell Freightliner, LLC, South Brunswick, NJ	\$119,921.00

Departmental Estimate: \$125,000.00

Bids were procured and authorization is being sought to award this contract in accordance with *N.J.S.A. 27:23-1 et seq.*, the Authority's enabling legislation, *N.J.A.C. 19:9-2.2*, promulgated pursuant thereto, and Executive Order No. 37 (Corzine 2006). This award is also contingent upon the Treasurer of the State of New Jersey completing the review of all documents submitted by the selected awardee pursuant to Public Law 2005, Chapter 51 and Executive Order No. 117 (Corzine 2008), and having no objection to same.

Accordingly, authorization is requested to award a contract to Mid-Atlantic Truck Centre, Inc. for a total amount not to exceed \$116,998.00, subject to funding availability at the time of ordering.

056-02-2017

In a document dated February 13, 2017, **½-Ton Pick-Up Trucks, Winner Ford, RM-128562 (Maintenance), Budget Code: Various, Amount: \$297,737.00 (\$27,067.00 each)**, was approved.

Under this contract, Winner Ford will provide eleven (11) ½-ton 4-wheel drive pick-up trucks with extended cabs for use by the Maintenance Department to replace older existing vehicles that have exhausted their life expectancy. The bid was fully advertised and the twelve (12) vendors listed in the Authority's database for the referenced commodity were notified of the procurement. On January 18, 2017 bids were received as follows:

<u>Vendor</u>	<u>Unit Price</u>	<u>Total Bid Price</u>
Winner Ford, Cherry Hill, NJ	\$27,067.00	\$297,737.00
Mall Chevrolet, Inc., Cherry Hill NJ	\$27,500.00	\$302,500.00
Hertrich Fleet Services, Inc., Milford, DE	\$27,585.00	\$303,435.00
Bayshore Ford Truck Sales, Inc., Pennsville, NJ	\$27,825.00	\$306,075.00
Beyer Ford, LLC, Morristown, NJ	\$27,994.00	\$307,934.00

Route 23 AutoMall, LLC, Butler, NJ

\$30,053.00

\$330,583.00

Departmental Estimate: \$352,000.00

Bids were procured and authorization is being sought to award this contract in accordance with *N.J.S.A. 27:23-1 et seq.*, the Authority's enabling legislation, *N.J.A.C. 19:9-2.2*, promulgated pursuant thereto, and Executive Order No. 37 (Corzine 2006). This award is also contingent upon the Treasurer of the State of New Jersey completing the review of all documents submitted by the selected awardee pursuant to Public Law 2005, Chapter 51 and Executive Order No. 117 (Corzine 2008), and having no objection to same.

Accordingly, authorization is requested to award a contract to Winner Ford for a total amount not to exceed \$297,737.00, subject to funding availability at the time of ordering.

057-02-2017

In a document dated February 16, 2017, **Rough Terrain Forklifts, Groff Tractor New Jersey, LLC, RM-128790 (Maintenance), Budget Code: Various, Amount: \$ 142,696.00 (\$71,348.00 each)**, was approved.

Under this contract, Groff Tractor New Jersey, LLC will provide two (2) rough terrain forklifts for use by the Maintenance Department to replace older existing vehicles that have exhausted their life expectancy. The bid was fully advertised and the twelve (12) vendors listed in the Authority's database for the referenced commodity were notified of the procurement. On January 18, 2017 two (2) compliant bids were received as follows:

<u>Vendor</u>	<u>Unit Price</u>	<u>Total Bid Price</u>
Groff Tractor New Jersey, LLC, Vineland, NJ	\$71,348.00	\$142,696.00
Jesco Inc., South Plainfield, NJ	\$81,900.00	\$163,800.00

Departmental Estimate: \$160,000.00

Non-Compliance:

An additional bid was received from Hoffman International of Piscataway, NJ with a unit price of \$78,834.00 and a total bid price of \$157,668.00. This bidder, however, took numerous significant exceptions to the Specifications, including 12.5% less lift capacity (6,000 lbs. at 21" load center versus the specified 6,500 lbs. at 24"), 10% less battery power (smaller battery- 850 cold cranking amps versus the specified 950) and 25% slower travel speed (18 mph travel speed versus the specified 24mph). The unit also had a 48% wider swing radius and 45% less mass tilt, thus inhibiting navigation, loading and unloading abilities. Thus, it is recommended that the bid submitted by Hoffman International be rejected.

Bids were procured and authorization is being sought to award this contract in accordance with *N.J.S.A. 27:23-1 et seq.*, the Authority's enabling legislation, *N.J.A.C. 19:9-2.2*, promulgated pursuant thereto, and Executive Order No. 37 (Corzine 2006). This award is also

contingent upon the Treasurer of the State of New Jersey completing the review of all documents submitted by the selected awardee pursuant to Public Law 2005, Chapter 51 and Executive Order No. 117 (Corzine 2008), and having no objection to same.

Accordingly, authorization is requested to award a contract to Groff Tractor New Jersey, LLC for a total amount not to exceed \$142,696.00, subject to funding availability at the time of ordering.

058-02-2017

In a document dated February 16, 2017, **Aerial Bucket Van, Altec Industries, Inc., RM-128532 (Maintenance), Budget Code: Various, Amount: \$ 71,032.00**, was approved.

Under this contract, Altec Industries, Inc. will provide one aerial bucket van for use by the Authority's field technicians. The bid was fully advertised and the twelve (12) vendors listed in the Authority's database for the referenced commodity were notified of the procurement. On January 26, 2017, one (1) compliant bid was received as follows:

<u>Vendor</u>	<u>Total Bid Price</u>
Altec Industries, Inc., Elizabethtown, KY	\$71,032.00

Departmental Estimate: \$80,000.00

Non-Compliance:

An additional bid was received from Route 23 AutoMall, LLC of Butler, NJ ("Route 23") with a bid of \$64,627.10. This bidder, however, took numerous exceptions to the specifications which the Maintenance Department personnel deemed material and unacceptable. For example: Route 23 bid a V-6, 3.7 liter engine versus the V-8, 5.4 liter engine specified; a 4,130 lb. capacity front suspension versus the 4,600 lb. capacity specified; a 5,515 lb. rear suspension capacity versus the 7,500 lb. specified; and smaller fuel tank and tires than specified. Maintenance staff concluded that Route 23's proposed van is significantly smaller with lower operational capabilities than required and, consequently, enables them to offer a lower price. Thus, it is recommended that the bid submitted by Route 23 AutoMall be rejected.

Bids were procured and authorization is being sought to award this contract in accordance with *N.J.S.A. 27:23-1 et seq.*, the Authority's enabling legislation, *N.J.A.C. 19:9-2.2*, promulgated pursuant thereto, and Executive Order No. 37 (Corzine 2006). This award is also contingent upon the Treasurer of the State of New Jersey completing the review of all documents submitted by the selected awardee pursuant to Public Law 2005, Chapter 51 and Executive Order No. 117 (Corzine 2008), and having no objection to same.

Accordingly, authorization is requested to award a contract to Altec Industries, Inc. for a total amount not to exceed \$71,032.00, subject to funding availability at the time of ordering.

059-02-2017

In a document dated February 10, 2017, **Catch Basin Cleaning Vehicle (Re-bid), Route 23 AutoMall, LLC, RM-128714 (Maintenance), Budget Code: Various, Amount: \$171,627.10**, was approved.

Under this contract, Route 23 AutoMall, LLC will provide one (1) catch basin cleaning vehicle for use by the Maintenance Department to clean sewer drains and catch basins along both Roadways. This vehicle will replace an existing vehicle that was destroyed by fire in 2016. The bid was fully advertised and the two (2) vendors listed in the Authority's database for the referenced commodity were notified of the procurement. On February 7, a sole bid was received as follows:

<u>Vendor</u>	<u>Total Bid Price</u>
Route 23 AutoMall, LLC, Butler, NJ	\$171,627.10

Departmental Estimate: \$180,000.00

Bids were procured and authorization is being sought to award this contract in accordance with *N.J.S.A. 27:23-1 et seq.*, the Authority's enabling legislation, *N.J.A.C. 19:9-2.2*, promulgated pursuant thereto, and Executive Order No. 37 (Corzine 2006). This award is also contingent upon the Treasurer of the State of New Jersey completing the review of all documents submitted by the selected awardee pursuant to Public Law 2005, Chapter 51 and Executive Order No. 117 (Corzine 2008), and having no objection to same.

Accordingly, authorization is requested to award a contract to Route 23 AutoMall, LLC for a total amount not to exceed \$171,627.10, subject to funding availability at the time of ordering.

060-02-2017

In a document dated February 22, 2017, **Armored Car Services (Re-bid), Reject Sole Bid, Negotiate New Contract and Extend Existing Contract with Garda CL Atlantic, Inc., RM-124861 (Tolls and Finance), Budget Code: Various**, was approved.

The Finance and Tolls Collection Departments requisitioned a contract for armored car services related to the collection of tolls and other revenue from the New Jersey Turnpike and the Garden State Parkway (collectively, "Roadways"). This is the second solicitation for armored car services.

In the first solicitation, the specifications required the vendor to provide a combination of (1) banking and money counting and (2) armored car services. Two bids were submitted: one by Wells Fargo Bank (in which Garda CL Atlantic, Inc. ("Garda") acted as a subcontractor to Wells Fargo for the armored car portion of the bid) and another by Garda. Both bids were rejected due to non-compliance with the specifications (October 26, 2016 Board of Commissioners Meeting - Agenda Item No. 358-10-2016).

Under this second request for bid ("RFB"), the vendor is required to only perform armored

car services. These services include pick up of the Authority's revenue from 28 toll plazas and 12 Service Areas on the Turnpike and from 11 toll plazas on the Parkway. Bidders were required to quote unit prices and total prices for the annual number of pick-ups at various locations on both Roadways, plus 156,950 disposable money bags used in the collection.

The contract is for a term of three (3) years with the option to extend for two (2) additional one (1)-year terms. The bid was fully advertised and the eight (8) vendors listed in the Authority's database for the referenced services were notified of the procurement. On February 8, 2017, one (1) bid was received from Garda. Staff from the Finance, Tolls Collection, Internal Audit, Law, and Procurement and Materials Management Departments reviewed Garda's bid and recommend that the sole bid on this second solicitation also be rejected this time due to excessive bid prices.

Specifically, Garda's total bid of \$1,916,104 (for annual services) is significantly above the Departmental Estimate of \$1,366,666.60 and significantly above Wells Fargo's October 2016 bid (for armored car services only) of \$1,319,978.70. Upon further scrutiny, staff found that Wells Fargo's unit price (using Garda as subcontractor) for collection on the Parkway toll plazas increased from \$61.74 (October 2016) to \$177.09 in the current bid (a 186.9% increase) (the unit price in the existing contract is \$99). In addition, Wells Fargo's unit price (using Garda as subcontractor) for pick-up at Turnpike Service Areas increased from \$104.82 (October 2016) to \$136.74 in the current bid (30.4% increase) (the unit price in the existing contract is \$49). In both instances, the review team found Garda's current prices to be excessive. Staff determined that, while there are few available vendors in the region that can adequately provide the requisite service, it is in the Authority's best interest to reject Garda's current bid and negotiate a new contract to obtain more reasonable pricing. Thus, in accordance with the Authority's enabling legislation, *N.J.S.A. 27:23-6.1*, when no responsive bids have been received after two advertisements, staff may negotiate a more cost efficient contract for armored car services without further public bid or advertising. Therefore, it is recommended that the bid from Garda be rejected as non-responsive and for staff to promptly commence negotiations with available vendors to establish an acceptable new contract.

In order to provide sufficient time to negotiate and establish a new contract, staff recommends that the existing contract with Garda be extended. At the September 27, 2011 Board of Commissioners Meeting (Agenda Item No. 334-09-2011), the Board authorized a contract for Armored Car and Money Counting Services with Garda (Contract No. 1633). The contract was for a term of three (3) years with the option to extend for two (2) additional one (1) year terms. The Authority exercised both options to extend the contract; the second extension ended on November 3, 2016. At the October 26, 2016 Board of Commissioners Meeting, the Board authorized that Contract No. 1633 be extended in order for the services to be re-bid (Agenda Item No. 358-10-2016). In light of the recommendation herein regarding the

unsuccessful re-bid, staff recommends that Contract No. 1633 be extended for additional time to permit negotiations and establishment of a new contract for these essential services. Based on current expenditures, no additional funds are needed for an extension through April 30, 2017.

The 2011 contract was originally bid and awarded in accordance with *N.J.S.A. 27:23-1 et seq.*, the Authority's enabling legislation, *N.J.A.C. 10:9-2.2*, promulgated pursuant thereto, and Executive Order No. 37 (Corzine 2006). The contract is also in compliance with Public Law 2005, Chapter 51 and Executive Order No. 117 (Corzine 2008).

Accordingly, authorization is requested to: 1) reject the bid submitted by Garda; 2) permit Authority staff to promptly conduct contract negotiations with available qualified vendors; 3) delegate to the Executive Director the authority to award the contract to the most responsible and responsive vendor after the negotiations (the contract award will be ratified at the next subsequent Board of Commissioners Meeting); and 4) extend Contract No. 1633 with Garda through April 30, 2017.

061-02-2017

In a document dated February 13, 2017, **Vibratory Roller 3-Year Option, Jesco, Inc., R-129313 (Maintenance), Budget Code: 010 00 500 480060, Amount: \$ 40,962.07,** was approved.

At the June 28, 2016 Board of Commissioners Meeting, the Authority awarded a contract to Jesco, Inc. for the purchase of two (2) self-propelled dual-drum vibratory rollers (Agenda Item No. 228-06-2016). The contract included a 3-year option to purchase additional rollers which conform to the original specifications for three additional model years. For the final two years of the option, the vendor was permitted to request a price increase from the Authority if there had been an overall price increase of the service body vehicles in those later model years, provided that the vendor justified the price increase in writing to the Authority.

The Maintenance Department has now requested to purchase one (1) additional vibratory roller (2017 model). As permitted in the contract, the vendor requested a unit price increase of 3.0% (above 2016 model) due to new model-year manufacturer pricing increases. The Maintenance Department determined that the requested increase is reasonable.

This contract was originally bid and awarded in accordance with *N.J.S.A. 27:23-1 et seq.*, the Authority's enabling legislation, *N.J.A.C. 19:9-2.2*, promulgated pursuant thereto, and Executive Order No. 37 (Corzine 2006). This contract is in compliance with Public Law 2005, Chapter 51 and Executive Order No. 117 (Corzine 2008).

Accordingly, authorization is requested to exercise the contract option in order to purchase one (1) additional vibratory roller from Jesco, Inc. for a total amount not to exceed \$40,962.07.

062-02-2017

In a document dated February 13, 2017, **Remote Control Mowers 3-Year Option, Cherry Valley Tractor Sales, Inc., R-129155 (Maintenance), Budget Code: 040 00 500 156555 040C07021, Amount: \$ 178,764.80 (\$89,382.40 each)**, was approved.

At the October 21, 2014 Board of Commissioners Meeting, the Authority awarded a contract to Cherry Valley Tractor Sales, Inc. for the purchase of four (4) remote control mowers for use on both Roadways (Agenda Item No. 400-10-2014). These mowers are used in areas where conventional mowers either do not fit or where the slope of the terrain is too steep, such as retention basins, catch basins, and steep embankments where conventional mowing may be unsafe. The contract included a 3-year option to purchase additional mowers which conform to the original specifications for three additional model years. For the final two years of the option, the vendor was permitted to request a price increase from the Authority if there had been an overall price increase of the remote control mowers in those later model years, provided that the vendor justified the price increase in writing to the Authority. The Authority has exercised this option once previously, purchasing two (2) mowers in 2015 (Agenda Item No. 479-11-2015).

The Maintenance Department has now requested to purchase two (2) additional mowers (2017 model). As permitted in the contract, the vendor requested a unit price increase of 2.0% (above 2016 model) due to increases in manufacture labor, fuel and steel prices. The Maintenance Department determined that the requested increase is reasonable.

This contract was originally bid and awarded in accordance with *N.J.S.A. 27:23-1 et seq.*, the Authority's enabling legislation, *N.J.A.C. 19:9-2.2*, promulgated pursuant thereto, and Executive Order No. 37 (Corzine 2006). This contract is in compliance with Public Law 2005, Chapter 51 and Executive Order No. 117 (Corzine 2008).

Accordingly, authorization is requested to exercise the contract option in order to purchase two (2) additional mowers from Cherry Valley Tractor Sales, Inc. for a total amount not to exceed \$178,764.80.

063-02-2017

In a document dated February 7, 2017, **Skid Steer Loaders, 3-Year Option, Garden State Bobcat, Inc., R-129159 (Maintenance), Budget Code: 040 00 500 156555 040C07021, Amount: \$171,866.14 (\$85,933.07 each)**, was approved.

At the March 31, 2015 Board of Commissioners Meeting, the Authority awarded a contract to Garden State Bobcat, Inc. for the purchase of two (2) rubber tracked skid steer loaders for use on both Roadways (Agenda Item No. 117-03-2015). These loaders are used by the Maintenance Department for various roadside operations better suited for smaller sized machines. The contract included a 3-year option to purchase additional loaders which conform to the original specifications for three additional model years. For the final two years of the option,

the vendor was permitted to request a price increase from the Authority if there had been an overall price increase of the loaders in those later model years, provided that the vendor justified the price increase in writing to the Authority. The Authority has exercised this option once previously, purchasing four (4) loaders in 2015 (Agenda Item No. 483-11-2015).

The Maintenance Department has now requested to purchase two (2) additional skid steer loaders (2017 model). The vendor has agreed to uphold the 2016 pricing for 2017 models. These units will replace older models that have exhausted their useful life.

This contract was originally bid and awarded in accordance with *N.J.S.A. 27:23-1 et seq.*, the Authority's enabling legislation, *N.J.A.C. 19:9-2.2*, promulgated pursuant thereto, and Executive Order No. 37 (Corzine 2006). This contract is in compliance with Public Law 2005, Chapter 51 and Executive Order No. 117 (Corzine 2008).

Accordingly, authorization is requested to exercise the contract option in order to purchase two (2) additional skid steer loaders from Garden State Bobcat, Inc. for a total amount not to exceed \$171,866.14.

064-02-2017

In a document dated February 7, 2017, **11-Foot Wide Rotary Mowers 3-Year Option, Storr Tractor Company, R-129164 (Maintenance), Budget Code: 040 00 500 156555 040C00024, Amount: \$ 590,980.00 (\$59,098.00 each)**, was approved.

At the March 29, 2016 Board of Commissioners Meeting, the Authority awarded a contract to Storr Tractor Company for the purchase of nine (9) 11-foot wide rotary mowers for use on both Roadways (Agenda Item No. 103-03-2016). The contract included a 3-year option to purchase additional mowers which conform to the original specifications for three additional model years. For the final two years of the option, the vendor was permitted to request a price increase from the Authority if there had been an overall price increase of the mowers in those later model years, provided that the vendor justified the price increase in writing to the Authority.

The Maintenance Department has now requested to purchase ten (10) additional rotary mowers (2017 model). The vendor has agreed to uphold the 2016 pricing for 2017 models. These units will replace older models that have exhausted their useful life.

This contract was originally bid and awarded in accordance with *N.J.S.A. 27:23-1 et seq.*, the Authority's enabling legislation, *N.J.A.C. 19:9-2.2*, promulgated pursuant thereto, and Executive Order No. 37 (Corzine 2006). This contract is in compliance with Public Law 2005, Chapter 51 and Executive Order No. 117 (Corzine 2008).

Accordingly, authorization is requested to exercise the contract option in order to purchase ten (10) additional rotary mowers from Storr Tractor Company for a total amount not to exceed \$590,980.00.

065-02-2017

In a document dated February 7, 2017, **Diesel-Powered Brush Chippers 3-Year Option, Vermeer North Atlantic Sales and Service, R-129154 (Maintenance), Budget Code: 040 00 500 156555 040C07021, Amount: \$159,808.00 (\$79,904.00 each)**, was approved.

At the January 26, 2016 Board of Commissioners Meeting, the Authority awarded a contract to Vermeer North Atlantic Sales and Service for the purchase of (3) diesel-powered brush chippers (Agenda Item No. 023-01-2016). The contract included a 3-year option to purchase additional brush chipper units which conform to the original specifications for three additional model years. For the final two years of the option, the vendor was permitted to request a price increase from the Authority if there had been an overall price increase of the chippers in those later model years, provided that the vendor justified the price increase in writing to the Authority.

The Maintenance Department has now requested to purchase two (2) additional brush chippers (2017 model). The vendor has agreed to uphold the 2016 pricing for 2017 models. These units will replace older models that have exhausted their useful life.

This contract was originally bid and awarded in accordance with *N.J.S.A. 27:23-1 et seq.*, the Authority's enabling legislation, *N.J.A.C. 19:9-2.2*, promulgated pursuant thereto, and Executive Order No. 37 (Corzine 2006). This contract is in compliance with Public Law 2005, Chapter 51 and Executive Order No. 117 (Corzine 2008).

Accordingly, authorization is requested to exercise the contract option in order to purchase two (2) additional diesel-powered brush chippers from Vermeer North Atlantic Sales and Service for a total amount not to exceed \$159,808.00.

066-02-2017

In a document dated February 7, 2017, **Towed-Behind Sweeper, 3-Year Option, H. Barber & Sons, Inc., R-129152 (Maintenance), Budget Code: 040 00 500 156555 040C07021, Amount: \$64,750.00**, was approved.

At the October 21, 2014 Board of Commissioners Meeting, the Authority awarded a contract to H. Barber & Sons, Inc. for the purchase of six (6) towed-behind sweepers for use in litter and rubbish removal from both Roadways (Agenda Item No. 401-10-2014). The contract included a 3-year option to purchase additional sweepers which conform to the original specifications for three additional model years. For the final two years of the option, the vendor was permitted to request a price increase from the Authority if there had been an overall price increase of the sweepers in those later model years, provided that the vendor justified the price increase in writing to the Authority.

The Maintenance Department has now requested to purchase one (1) additional sweeper

(2017 model). As permitted in the contract, the vendor requested a unit price increase of 2.7% (above 2014 model) due to new model-year manufacturer pricing increases. The Maintenance Department determined that the requested increase is reasonable. The unit will replace an older model that has exhausted its useful life.

This contract was originally bid and awarded in accordance with *N.J.S.A. 27:23-1 et seq.*, the Authority's enabling legislation, *N.J.A.C. 19:9-2.2*, promulgated pursuant thereto, and Executive Order No. 37 (Corzine 2006). This contract is in compliance with Public Law 2005, Chapter 51 and Executive Order No. 117 (Corzine 2008).

Accordingly, authorization is requested to exercise the contract option in order to purchase one (1) additional towed-behind sweeper from H. Barber & Sons, Inc. for a total amount not to exceed \$64,750.00.

067-02-2017

In a document dated February 7, 2017, **Utility Vans and Accessories 3-Year Option, Mall Chevrolet, Inc., R-129592 (Maintenance), Budget Code: 010 00 500 480060, Amount: \$ 267,855.00 (\$38,265.00 each)**, was approved.

At the March 31, 2015 Board of Commissioners Meeting, the Authority awarded a contract to Mall Chevrolet, Inc. for the purchase of three (3) one-ton utility vans and accessories for the Buildings Division (Agenda Item No. 120-03-2015). The contract included a 3-year option to purchase additional utility vans which conform to the original specifications for three additional model years. For the final two years of the option, the vendor was permitted to request a price increase from the Authority if there had been an overall price increase of the utility vans in those later model years, provided that the vendor justified the price increase in writing to the Authority. The Authority has exercised this option once previously, purchasing ten (10) utility vans in 2016 (Agenda Item No. 156-04-2016).

The Maintenance Department has now requested to purchase seven (7) additional utility vans (2017 model). As permitted in the contract, the vendor requested a unit price increase of 3.4% (above 2016 model) due to new model-year manufacturer pricing increases. The Maintenance Department determined that the requested increase is reasonable. These vehicles are replacing existing older models that have exhausted their life expectancy, which will be sold as surplus if feasible.

This contract was originally bid and awarded in accordance with *N.J.S.A. 27:23-1 et seq.*, the Authority's enabling legislation, *N.J.A.C. 19:9-2.2*, promulgated pursuant thereto, and Executive Order No. 37 (Corzine 2006). This contract is in compliance with Public Law 2005, Chapter 51 and Executive Order No. 117 (Corzine 2008).

Accordingly, authorization is requested to exercise the contract option in order to purchase seven (7) additional one-ton utility vans and accessories from Mall Chevrolet, Inc. for a

total amount not to exceed \$267,855.00.

068-02-2017

In a document dated February 7, 2017, **Cargo Vans and Accessories, 3-Year Option, Mall Chevrolet, Inc., R-129594 (Maintenance), Budget Code: 010 00 500 480060, Amount: \$ 1,049,600.00 (\$32,800.00 each)**, was approved.

At the March 31, 2015 Board of Commissioners Meeting, the Authority awarded a contract to Mall Chevrolet, Inc. for the purchase of 16 one-ton cargo vans and accessories for the Buildings Division (Agenda Item No. 118-03-2015). The contract included a 3-year option to purchase additional cargo vans which conform to the original specifications for three additional model years. For the final two years of the option, the vendor was permitted to request a price increase from the Authority if there had been an overall price increase of the cargo vans in those later model years, provided that the vendor justified the price increase in writing to the Authority. The Authority has exercised this option once previously, purchasing 16 cargo vans in 2016 (Agenda Item No. 158-04-2016).

The Maintenance Department has now requested to purchase 32 additional cargo vans (2017 model). As permitted in the contract, the vendor requested a unit price increase of 3.4% (above 2016 model) due to new model-year manufacturer pricing increases. The Maintenance Department determined that the requested increase is reasonable. These vehicles are replacing existing older models that have exhausted their life expectancy, which will be sold as surplus if feasible.

This contract was originally bid and awarded in accordance with *N.J.S.A. 27:23-1 et seq.*, the Authority's enabling legislation, *N.J.A.C. 19:9-2.2*, promulgated pursuant thereto, and Executive Order No. 37 (Corzine 2006). This contract is in compliance with Public Law 2005, Chapter 51 and Executive Order No. 117 (Corzine 2008).

Accordingly, authorization is requested to exercise the contract option in order to purchase 32 additional one-ton cargo vans and accessories from Mall Chevrolet, Inc. for a total amount not to exceed \$1,049,600.00.

069-02-2017

In a document dated February 7, 2017, **One-Ton Passenger Vans and Accessories, 3-Year Option, Mall Chevrolet, Inc., R-129595 (Maintenance), Budget Code: 010 00 500 480060, Amount: \$ 106,680.00 (\$35,560.00 each)**, was approved.

At the March 25, 2014 Board of Commissioners Meeting, the Authority awarded a contract to Mall Chevrolet, Inc. for the purchase of four (4) one-ton passenger vans and accessories (Agenda Item No. 104-03-2014). The contract included a 3-year option to purchase additional passenger vans which conform to the original specifications for three additional model years. For the final two years of the option, the vendor was permitted to request a price increase

from the Authority if there had been an overall price increase of the passenger vans in those later model years, provided that the vendor justified the price increase in writing to the Authority. The Authority has exercised this option once previously, purchasing three (3) passenger vans in 2016 (Agenda Item No. 157-04-2016).

The Maintenance Department has now requested to purchase three (3) additional passenger vans (2017 model). As permitted in the contract, the vendor requested a unit price increase of 3.4% (above 2016 model) due to new model-year manufacturer pricing increases. The Maintenance Department determined that the requested increase is reasonable. These vehicles are replacing existing older models that have exhausted their life expectancy, which will be sold as surplus if feasible.

This contract was originally bid and awarded in accordance with *N.J.S.A. 27:23-1 et seq.*, the Authority's enabling legislation, *N.J.A.C. 19:9-2.2*, promulgated pursuant thereto, and Executive Order No. 37 (Corzine 2006). This contract is in compliance with Public Law 2005, Chapter 51 and Executive Order No. 117 (Corzine 2008).

Accordingly, authorization is requested to exercise the contract option in order to purchase three (3) additional passenger vans and accessories from Mall Chevrolet, Inc. for a total amount not to exceed \$106,680.00.

070-02-2017

In a document dated February 10, 2017, **Lane Controller Hardware, 3-Year Option, Neteon Technologies, Inc., R-129876 (ITS), Budget Code: 080 00 830 156555 080C00013, Amount: \$ 591,480.00,** was approved.

At the June 30, 2015 Board of Commissioners Meeting, the Authority awarded a contract to Neteon Technologies, Inc. for the purchase of 40 lane controllers and 80 device servers and switches ("Lane Controller Hardware") which provides the interfaces for new cameras and vehicle classification devices (Agenda Item No. 261-06-2015). The contract included a 3-year option to purchase additional Lane Controller Hardware which conforms to the original specifications for three additional model years. For the final two years of the option, the vendor was permitted to request a price increase from the Authority if there had been an overall price increase of the Lane Controller Hardware in those later model years, provided that the vendor justified the price increase in writing to the Authority. The Authority has exercised this option once previously, purchasing Lane Controller Hardware in 2016 (Agenda Item No. 115-03-2016).

The ITS Department has now requested to purchase an additional 630 lane controllers and 260 device servers and switches. The vendor has agreed to uphold the 2015 pricing for 2017 models.

This contract was originally bid and awarded in accordance with *N.J.S.A. 27:23-1 et seq.*, the Authority's enabling legislation, *N.J.A.C. 19:9-2.2*, promulgated pursuant thereto, and

Executive Order No. 37 (Corzine 2006). This contract is in compliance with Public Law 2005, Chapter 51 and Executive Order No. 117 (Corzine 2008).

Accordingly, authorization is requested to exercise the contract option in order to purchase additional Lane Controller Hardware from Neteon Technologies, Inc. for a total amount not to exceed \$591,480.00.

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STATE CONTRACTS AND FEDERAL CONTRACTS

071-02-2017

In a document dated February 10, 2017, **Actuate Software Annual Support, SHI International Corp., R-129137, Budget Code: 010 00 830 121020, State Contract No. 89851, Expiring 6/30/20, Amount: \$136,835.50,** was approved.

Under this contract, SHI International Corp. will provide annual software support for Actuate, the Authority's toll collection report generation software tool. The term of this support contract will be 4/1/17 to 3/31/18. The Actuate software support is available from NJ State Contract No. 89851 expiring 6/30/20.

This procurement, under State Contract No. 89851, is in accordance with N.J.A.C. 19:9-2.5(a), promulgated pursuant to N.J.S.A. 27:23-1 *et seq.*, the Authority's enabling legislation, and Executive Order No. 37 (Corzine 2006) which permits the Authority, without advertising, to purchase goods and services directly from vendors who hold contracts with the State of New Jersey. Furthermore, the State Contract provides access to several software providers and, therefore, requires agencies to seek multiple quotes to ensure the most competitive pricing. Quotes were solicited from three (3) authorized dealers, and one quote was received as follows:

<u>Vendor</u>	<u>Total Price</u>
SHI International Corp., Somerset, NJ	\$ 136,835.50

Accordingly, authorization is requested to award a contract under State Contract No. 89851 for annual support for Actuate software to SHI International Corp. for a total amount not to exceed \$136,835.50.

072-02-2017

In a document dated February 16, 2017, **Dense Wavelength Division Multiplexing Hardware, Software and Support Services, ePlus Technology, Inc., R-129652, Budget Code: 040 00 830 156555 040C00017, State Contract No. 87720 expiring 5/31/2019, Amount: \$812,417.98,** was approved.

Under this contract, ePlus Technology, Inc. will provide Cisco hardware, software, and support services to replace the Authority's Dense Wavelength Division Multiplexing ("DWDM") system which serves as the backup transport layer for all voice, video, data, and radio network traffic, throughout both Roadways, for the Authority, State Police Troop D, and New Jersey

Department of Transportation. The Authority will replace the DWDM platform with high-end Cisco routers which will provide a redundant data/communications layer. This system is imperative to the agencies' daily operations because it provides secure and reliable communications in the event of a planned or unplanned network outage. The DWDM hardware, software, and support services are available from NJ State Contract No. 87720 expiring 5/31/2019.

This procurement, under State Contract No. 87720, is in accordance with *N.J.A.C. 19:9-2.5(a)*, promulgated pursuant to *N.J.S.A. 27:23-1 et seq.*, the Authority's enabling legislation, and Executive Order No. 37 (Corzine 2006) which permits the Authority, without advertising, to purchase goods and services directly from vendors who hold contracts with the State of New Jersey.

Accordingly, authorization is requested to award a contract under State Contract No. 87720 for DWDM hardware, software, and support services to ePlus Technology, Inc. for a total amount not to exceed \$812,417.98.

073-02-2017

In a document dated February 16, 2017, **Bridge Inspection Software, SHI International Corp., R-129142, Budget Code: 010 00 830 121020, State Contract No. 89851 expiring 6/30/2020, Amount: \$ 195,700.00,** was approved.

Under this contract, SHI International Corp. will work with the ITS and Engineering Departments to customize the Authority's current bridge inspection software in order to make the software fully compatible with NJDOT bridge inspection reporting standards. This project also includes data exchange service and training needed to effectively utilize this software. This service is available from NJ State Contract No. 89851, expiring 6/30/2020.

This procurement, under State Contract No. 89851, is in accordance with *N.J.A.C. 19:9-2.5(a)*, promulgated pursuant to *N.J.S.A. 27:23-1 et seq.*, the Authority's enabling legislation, and Executive Order No. 37 (Corzine 2006) which permits the Authority, without advertising, to purchase goods and services directly from vendors who hold contracts with the State of New Jersey.

Accordingly, authorization is requested to award a contract to SHI International Corp. for a total amount not to exceed \$195,700.00.

074-02-2017

In a document dated February 10, 2017, **Trailer-Mounted Brine Application Unit, Trius, Inc., R-129356 (Maintenance), Budget Code: 010 00 500 480060, State Contract No. 85439, Expiring 11/30/2017, Amount: \$37,946.00,** was approved.

Under this contract Trius, Inc. will provide one (1) 2600-gallon trailer-mounted brine application unit used to pre-treat the Authority's roadways prior to snow storms. The pre-treatment reduces the accumulation of snow and ice, thus improving the Authority's snow

removal operations. The brine application unit is available from NJ State Contract No. 85439 expiring 11/30/17.

This procurement, under State Contract No. 85439, is in accordance with *N.J.A.C. 19:9-2.5(a)*, promulgated pursuant to *N.J.S.A. 27:23-1 et seq.*, the Authority's enabling legislation, and Executive Order No. 37 (Corzine 2006) which permits the Authority, without advertising, to purchase goods and services directly from vendors who hold contracts with the State of New Jersey.

Accordingly, authorization is requested to award a contract under State Contract No. 85439 for (1) trailer-mounted brine application unit to Trius, Inc. for a total amount not to exceed \$37,946.00.

075-02-2017

In a document dated February 16, 2017, **Diesel-Powered, Trailer-Mounted Generator (150 KW), SBP Industries, Inc., R-129611 (Maintenance), Budget Code: 00 040 540 156555 040C07021G, State Contract No. 82154, Expiring 6/30/2017, Amount: \$109,990.55,** was approved.

Under this contract, SBP Industries, Inc. will provide one (1) 150KW diesel-powered, trailer-mounted generator with accessories. This mobile, stand-by generator will be used by the Maintenance Department to provide supplemental electrical service to any of the Authority's Toll Plazas or Service Areas in the event of a power outage. The trailer-mounted generator is available from NJ State Contract No. 82154, expiring 6/30/2017.

This procurement, under State Contract No. 82154, is in accordance with *N.J.A.C. 19:9-2.5(a)*, promulgated pursuant to *N.J.S.A. 27:23-1 et seq.*, the Authority's enabling legislation, and Executive Order No. 37 (Corzine 2006) which permits the Authority, without advertising, to purchase goods and services directly from vendors who hold contracts with the State of New Jersey.

Accordingly, authorization is requested to award a contract under State Contract No. 82154 for (1) 150KW trailer-mounted generator with accessories to SBP Industries, Inc. for a total amount not to exceed \$109,990.55.

076-02-2017

In a document dated February 16, 2017, **Ford Fusion S 4-Door Sedans, Hertrich Fleet Services, Inc., R-129361 (Maintenance), Budget Code: 010 00 500 480060, State Contract No. 86922 expiring 6/8/2017, Amount: \$ 174,000.00 (\$17,400.00 each),** was approved.

Under this contract, Hertrich Fleet Services, Inc. will provide ten (10) 2017 Ford Fusion S 4-door sedans at a unit price of \$17,400.00. These vehicles are part of the Authority's Vehicle Replacement Program to replace older, high mileage vehicles which have become very

expensive to maintain. The vehicles being replaced will be salvaged and sold at surplus auction, if feasible. These vehicles are available from NJ State Contract No. 86922, expiring 6/8/2017.

This procurement, under State Contract No. 86922, is in accordance with *N.J.A.C. 19:9-2.5(a)*, promulgated pursuant to *N.J.S.A. 27:23-1 et seq.*, the Authority's enabling legislation, and Executive Order No. 37 (Corzine 2006) which permits the Authority, without advertising, to purchase goods and services directly from vendors who hold contracts with the State of New Jersey.

Accordingly, authorization is requested to award a contract under State Contract No. 86922 for ten (10) 2017 Ford Fusion S 4-door sedans to Hertrich Fleet Services, Inc. for a total amount not to exceed \$174,000.00.

077-02-2017

In a document dated February 10, 2017, **Dodge Charger 4-Door Sedan (Un-Marked) Patrol Vehicles, Hertrich Fleet Services, Inc., R-129949 (State Police), Budget Code: 010 00 720 480010, State Contract No. 88729 expiring 3/15/2017, Amount: \$ 404,937.60 (\$25,308.60 each)**, was approved.

Under this contract, Hertrich Fleet Services, Inc. will provide sixteen (16) 2017 Dodge Charger (un-marked) patrol vehicles at a unit price of \$25,308.60. These vehicles are part of the Authority's State Police Vehicle Program to replace older, high mileage vehicles which have become very expensive to maintain. The vehicles being replaced will be salvaged and sold at surplus auction if feasible. The new vehicles are available from NJ State Contract No. 88729, expiring 3/15/2017.

This procurement, under State Contract No. 88729, is in accordance with *N.J.A.C. 19:9-2.5(a)*, promulgated pursuant to *N.J.S.A. 27:23-1 et seq.*, the Authority's enabling legislation, and Executive Order No. 37 (Corzine 2006) which permits the Authority, without advertising, to purchase goods and services directly from vendors who hold contracts with the State of New Jersey.

Accordingly, authorization is requested to award a contract under State Contract No. 88729 for sixteen (16) 2017 Dodge Charger patrol vehicles to Hertrich Fleet Services, Inc. for a total amount not to exceed \$404,937.60.

078-02-2017

In a document dated February 13, 2017, **State Contract Modifications, At prior Board of Commissioners Meetings, the Authority awarded contracts to the vendors listed herein under the New Jersey State Contracts System. The terms of the referenced State Contracts have been extended and additional funds are needed to purchase these necessary goods and/or services through the extended terms of the Contracts:**

Description	Vendor Name	Requisition Number	NJTA Contract No.	NJ State Contract No. Exp.	Current Authorized Amount	New Authorized Amount	Requested Increase Amount
Antifreeze and Window Washer	Troil Enterprises, LLC	RM-121310 (Inv.)	1645	80761 Expires 1/24/18	\$90,000.00	\$110,000.00	\$20,000.00

Fluid							
Electrical Equipment and Supplies	Pemberton Electrical Supply Co., LLC	RM-129484 (Maint.)	1963	85579 Expires 12/31/17	\$160,000.00	\$210,000.00	\$50,000.00
Electrical Equipment and Supplies	Jewel Electric Supply Co., Inc.	RM-129488 (Maint.)	1962	85578 Expires 12/31/17	\$1,500,000.00	\$1,825,000.00	\$325,000.00
Auto Parts and Access	Freehold Ford, Inc.	RM-129490 (Maint.)	1991	86005 Expires 2/25/18	\$150,000.00	\$225,000.00	\$75,000.00
Total							\$470,000.00

The original procurements, under the State Contracts, were in accordance with *N.J.A.C.* 19:9-2.5(a), promulgated pursuant to *N.J.S.A.* 27:23-1 *et seq.*, the Authority's enabling legislation, and Executive Order No. 37 (Corzine 2006) which permits the Authority, without advertising, to purchase goods and services directly from vendors who hold contracts with the State of New Jersey.

Accordingly, approval is requested to extend the term of each of these NJTA Contracts through the expiration of the relevant State Contracts and to increase the current authorized amounts to the new authorized amounts stated for each Contract, subject to funding availability at the time of order or service.

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PROFESSIONAL SERVICES

079-02-2017

In a document dated February 21, 2017, **Investment Banking Services – Co Manager Pool, Multiple Banks, RM-128794 (Finance), Budget Code: Various, Amount: N/A (To be paid by Senior Managers) 2-year Contracts**, was approved.

In December 2016, the New Jersey Turnpike Authority ("Authority") solicited proposals from firms to provide Investment Banking Services. Specifically, the Authority, by way of a Request for Proposals ("RFP"), sought to select four (4) underwriting syndicates (consisting of Senior Manager, Co-Senior Manager(s), and Co-Manager(s)) for: two (2) anticipated new-money transactions in 2017 or 2018; a fixed rate refunding transaction(s) related to the Series 2009E, Series 20009H, and Series 2009I Bonds; and finally a variable rate refunding transaction(s) related to the Series 2013D-3, Series 2013E-3, Series 2014B-3 and Series 2000B-G Bonds. At its January 31, 2017 meeting, the Authority's Board of Commissioners approved awarding contracts to several firms to serve as Senior Manager and Co-Senior Managers for the two (2) syndicates (Agenda Item No. 025-01-2017).

The RFP specified that any firm which submitted a proposal to be in the Co-Manager pool and scored 70 points or above out of a possible 100 points, based on the applicable evaluation criteria, will be recommended for inclusion in the Co-Manager pool. The Co-Manager pool will remain in effect for two (2) years from the date of the expiration of the Governor's 10-day veto period.

The RFP also specified that the Authority anticipated that a minimum of two (2) firms from the Co-Manager pool would be included in each of the 2 new-money syndicates, and any additional syndicate(s) that may occur during the pool's 2-year period. Qualifying firms will be ranked from highest score to lowest score. When the first transaction occurs, the two (2) highest ranked firms, at a minimum, will be selected to be Co-Managers from the approved pool. When the second transaction occurs, the third and fourth ranked firms, if not already used in the first syndicate, will be selected to be Co-Managers for that transaction. This selection process will continue down the rankings as transactions occur within the 2-year period. If all of the firms are used in the pool, then the selection process will return to the highest ranked firm and the selection process will begin anew. The Authority reserves the right not to use Co-Managers on any transaction.

The RFP was advertised in the Asbury Park Press and Star Ledger, posted on the website of the Authority, and distributed to fifty-two (52) firms. On January 4, 2017, the Authority received proposals from twenty-one (21) firms interested in serving as part of a Co-Manager Pool. The Executive Director had approved the Evaluation Committee ("Committee") consisting of three (3) voting Members: the Chief Operating Officer, Chief Financial Officer, and Finance Manager. In addition, one (1) representative from First Southwest Company, the Authority's Financial Advisor, served as a non-voting member of the Committee.

The Committee reviewed and scored the proposals. The Committee then prepared an Evaluation Report, detailing the procurement process and submitted the report to the Executive Director.

The Committee recommends the following thirteen (13) firms, which scored at least 70 points or above out of a possible 100 points, to be included in the Co-Manager Pool:

Recommended Co-Manager Pool
(In rank order)

Rank	Firm	Address	Score
1	Raymond James & Associates, Inc.	New York, NY	96.8
2	Stifel, Nicolaus & Company, Inc.	New York, NY	90.2
3	US Bancorp Investments, Inc.	New York, NY	89.7
4	Fidelity Capital Markets	Boston, MA	88.4
5	TD Securities, LLC	New York, NY	87.9
6	PNC Capital Markets, LLC	Philadelphia, PA	87.5
7	BNY Mellon Capital Markets, LLC	Pittsburgh, PA	85.7
8	Siebert Cisneros Shank & Co., LLC	New York, NY	82.7
9	Roosevelt & Cross Incorporated	Warren, NJ	76.2
10	Janney Montgomery Scott, LLC	Bedminster, NJ	75.7
11	Williams Capital Group, LP	New York, NY	75.1
12	Ramirez & Co, Inc.	New York, NY	74.8
13	Academy Securities, Inc.	New York, NY	73.7

Of the thirteen firms listed above, three firms (Ramirez & Co, Williams Capital Group, LP and Academy Securities, Inc.) are certified Minority Owned Business Enterprises (MBE's) and

one firm, Siebert Cisneros Shank & Co., is a New Jersey certified Minority/Women Owned Business Enterprise (MWBE). In addition to being a MBE, Academy Securities, Inc. is certified by the United States Department of Veterans Affairs as a service-disabled veteran-owned small business (SDVOSB).

The firms were evaluated on several criteria as specified in the RFP, including the firm's experience as co-manager for transactions in excess of \$100 million, transportation industry experience, institutional investor and retail sales capabilities, retail distribution agreements, capital strength, underwriting capacity and the ability to commit capital to a bond sale if needed. Finally, the firms were scored based upon their New Jersey presence, as well as their support of the municipal bonds issued by the State of New Jersey, its independent authorities and municipalities in both the primary and secondary markets.

All firms that scored over 70 points and are recommended for the Co-Manager Pool had extensive experience in the last two years as Co-Manager on bond issues over \$100 million. Each firm was Co-Manager on over \$30 billion of bond deals in the past two years, with several of the firms having experience as Co-Manager in over \$100 billion of bond deals. The firms all have broad institutional and retail investor coverage and are willing to commit capital to support a bond issue if needed. Finally, all of the firms selected have supported the state, its independent authorities and municipalities in both the primary and secondary markets. Nine of the thirteen recommended firms have at least one office in New Jersey. The four firms which do not have offices in New Jersey are the MBE/WBE firms, which each received five extra points for their MBE/WBE status as specified in the RFP.

This professional services procurement was conducted in accordance with *N.J.S.A. 27:23-6.1*, *N.J.A.C. 19:19-9-2.1(b)*, Executive Order 37 (Corzine 2006), and Executive Order No. 26 (Whitman 1994). These awards are contingent upon the Treasurer of the State of New Jersey completing the review of all documents submitted by the selected awardees pursuant to Public Law 2005, Chapter 51 and Executive Order No. 117 (Corzine 2008), and having no objection to same.

Accordingly, authorization is requested to establish the above pool of qualified Co-Managers in ranked order to participate in any underwriting syndicate the Authority establishes over the next two (2) years, including the two new money syndicates and the refunding syndicates, which were awarded at the Board of Commissioners' January 31, 2017 meeting (Agenda Item No. 025-01-2017). It is further recommended to authorize all twenty-one (21) firms that submitted proposals to be members of the Co-Manager Pool to be permitted to be members of the selling group for any financial transaction which occurs during the 2-year period of the pool. It is further recommended to authorize all ten (10) firms that submitted proposals to be Senior Manager for the new money and refunding syndicates to be members of the selling group for any of the new money and refunding transactions. Finally, it is recommended that the Commissioners authorize the Executive Director to execute any documents and take any such other actions as

are deemed necessary to effectuate the intent of this authorization. No funds will be awarded under this Agenda Item because the members of the Co-Manager pool that participate in a syndicate will be paid by the Senior Manager of that syndicate at the fee awarded to the Senior Manager.

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SOLE SOURCE

080-02-2017

In a document dated February 16, 2017, **Patron Toll-Fare Display Kits, Sansi North America, LLC, RM-129844, Budget Code: Various, Amount: \$1,000,000.00 (2-Year contract)**, was approved.

Authorization is requested to award a two-year "sole source" contract to Sansi North America, LLC to provide approximately 396 patron toll-fare display "part kits," each consisting of a controller, power supply, and display board. These kits will allow the ITS Department to upgrade the toll-fare display at tolling lanes from "flip-disk" technology to the new LED-style display over the next two (2) years. Existing units are outdated and the ITS Department currently has no spare parts for some of the oldest models. To date, the Authority has upgraded 194 of the 590 total toll lanes required.

As the proprietary owner of the software code and firmware developed for this project, Sansi North America, LLC is the sole provider of this toll-fare retrofit equipment. Sansi North America, LLC's proprietary firmware ensures the LED display board and controller will communicate with existing protocols from the previous technology. Thus, no other vendor is capable of providing the equipment required under the contract. In addition, the upgrade of the toll-fare displays is an exceptional circumstance as it is essential to maintain Authority revenues via toll collections operations. Thus, it is recommended that the patron toll-fare display part kits be procured without public advertisement as a sole source exception to the public bidding laws and consistent with Executive Order No. 37 (Corzine 2006).

The award will be made under the sole source procurement authorization of *N.J.A.C. 19:9-2.2(d)1* as promulgated under *N.J.S.A. 27:23-6.1*. A resolution, as required by *N.J.A.C. 19:9-2.2(d)1*, is attached hereto.

Accordingly, authorization is requested to award a two-year sole source contract to Sansi North America, LLC, to supply approximately 396 patron toll-fare display part kits for an amount not to exceed \$1,000,000.00, subject to funding availability at the time of ordering. Authorization is further requested for the Executive Director to approve each of the two, one-year extensions upon satisfactory performance by the vendor.

RESOLUTION FOR SOLE SOURCE PROCUREMENT

Patron Toll-Fare Display Kits

WHEREAS, the New Jersey Turnpike Authority's Integrated Technology Services Department has requested the award of a sole source contract to Sansi North America, LLC ("Sansi") to provide patron toll-fare display part kits; and

WHEREAS, Sansi developed firmware and software code that is in use on the Authority's patron toll-fare displays; and

WHEREAS, as the proprietary owner of this firmware, Sansi is the sole software/hardware provider for all retrofit patron toll-fare display parts and equipment; and

WHEREAS, N.J.A.C. 19:9-2.2(d)1 of the New Jersey Turnpike Authority's regulations, promulgated under N.J.S.A. 27:23-6.1, permits sole source procurement when only one source of the required goods or service exists;

NOW, THEREFORE, BE IT RESOLVED THAT the Authority's Board of Commissioners hereby authorizes and approves the award of a contract to Sansi North America, LLC to provide patron toll-fare display part kits for the term of two years for an amount not to exceed \$1,000,000.00, as a sole source exception to procurement by public advertisement permitted by N.J.A.C. 19:9-2.2(d)1 promulgated under the Authority's enabling legislation, N.J.S.A. 27:23-6.1.

On motion by Treasurer DuPont and seconded by Commissioner Pocino, the Board unanimously approved item no.'s 053-02-2017 through 080-02-2017; and authorized or ratified, as presented, the recommendations contained therein; and received and filed the memoranda.

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ROLL CALL

HAMMER	GRAVINO	DuPONT	POCINO	DIAZ	BECHT	MINELLA
YES	YES	YES	YES	ABSENT	YES	YES

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GENERAL BUSINESS

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OPERATIONS

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Director of Operations Henry Eibel requested approval of item number 081-02-2017. Moved is the item as follows:

081-02-2017

Director of Operations Henry Eibel requested acceptance of the **Resume of All Fatal Accidents** for the Garden State Parkway and New Jersey Turnpike: Period 01/01/2017 through 1/31/2017; both with 2016-2017 Yearly Comparisons through January, 2017.

On motion by Treasurer DuPont and seconded by Vice Chairman Gravino, the Board unanimously approved item number 081-02-2017; and authorized or ratified, as presented, the recommendations contained therein; and received and filed the memoranda.

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ROLL CALL

HAMMER	GRAVINO	DuPONT	POCINO	DIAZ	BECHT	MINELLA
YES	YES	YES	YES	ABSENT	YES	YES

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STATE POLICE

082-02-2017

Major Eric Heitmann requested acceptance of the New Jersey State Police Troop D Activity Reports, For January 2017, with 2016 – 2017 Yearly Comparisons.

On motion by Treasurer DuPont and seconded by Vice Chairman Gravino, the Authority unanimously accepted the reports contained in item number 082-02-2017 and received same for file.

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ROLL CALL
HAMMER GRAVINO DuPONT POCINO DIAZ BECHT MINELLA
YES YES YES YES ABSENT YES YES

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FINANCE
Chief Financial Officer ("CFO") Donna Manuelli requested approval of item number 083-02-2017. Moved is the item as follows:

083-02-2017

Chief Financial Officer Donna Manuelli presented the Financial Summary for the One (1) month ended January 31, 2017.

On motion by Treasurer DuPont and seconded by Commissioner Pocino, the Board unanimously approved item number 083-02-2017; and authorized or ratified, as presented, the recommendations contained therein; and received and filed the memoranda.


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ROLL CALL
HAMMER GRAVINO DuPONT POCINO DIAZ BECHT MINELLA
YES YES YES YES ABSENT YES YES

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The motion to adjourn was made by Commissioner Pocino and seconded by Commissioner Becht, and, after the voice vote, the motion was duly adopted. The Authority adjourned at 9:58 a.m., to meet on Tuesday, March 28, 2017, at 9:00 a.m., at its headquarters building located at 1 Turnpike Plaza in Woodbridge, New Jersey.

ATTEST:



Kim Schurman,
Secretary to the Authority



Joseph W. Mrozek,
Executive Director

Date: February 28, 2017