

**CERTIFICATION
OF
NEW JERSEY TURNPIKE AUTHORITY**

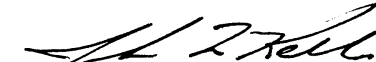
I, John M. Keller, hereby certify that I am the Executive Director of the New Jersey Turnpike Authority and as such, certify that the attached copy of PROCEEDINGS OF THE NEW JERSEY TURNPIKE AUTHORITY is a true and correct copy of the Minutes of the July 27th, 2021 Meeting of the Authority.

IN WITNESS THEREOF, I have hereunto set my hand and affixed the official seal of the New Jersey Turnpike Authority this 27th day of July, 2021.

ATTEST:



Kim Schurman
Secretary to the Authority



John M. Keller
Executive Director

Corporate Seal

Date: July 27, 2021

Received in the Governor's Office July 27, 2021

Received by:

Print Name

Signature

Veto Period Ends:

AUGUST 10, 2021
(Write in the date the veto period ends)

TO: Kim Schurman Schurman@njta.com
FROM: Jesse Kirkham, Authorities Unit, Office of the Governor
DATE: July 27, 2021
RE: **New Jersey Turnpike Authority Minutes**

This email is confirmation that the Authorities Unit received the minutes from the July 27, 2021 board meeting on July 27, 2021. The calculated veto date is August 10, 2021.

Thank you.

Attachment

cc: Jeffry Nielsen

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

Tuesday, July 27, 2021

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Chair Gutierrez-Scaccetti (by tele-conference) called the meeting of the Authority's Board of Commissioners (the Board) into session in the Executive Boardroom of the Authority's Headquarters Building at 1 Turnpike Plaza in Woodbridge, New Jersey, at 9:00 A.M.

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Moment of Silence

Chair Gutierrez-Scaccetti asked we take a moment of silence to honor those who continue to suffer through the impact of the pandemic and those who are dealing with the impact of the wild fires and extreme heat on the West Coast.

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PRESENT by tele-conference

Present on the call were Chair Gutierrez-Scaccetti, Vice Chair Ulises Diaz, Treasurer Michael DuPont, Commissioner Raymond Pocino, Commissioner Ronald Gravino, Commissioner John Minella and Commissioner Raphael Salerno. The meeting commenced at 9:00 A.M.

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ALSO PRESENT by tele-conference (Except as indicated)

Executive Director John Keller (in person), Deputy Executive Director James Carone, Chief Financial Officer Donna Manuelli; Chief Engineer Robert Fischer, Chief Information Officer Jose Dios (in person); Acting Director of Law Ann Christine Monica (in person); Director of Human Resources Mary-Elizabeth Garrity; Director of Internal Audit Donna Wilser, Director of Operations Kevin Dunn; Director of Procurement and Materials Management Dale Barnfield, Director of Tolls John Pagliarulo; Director of Community and Government Relations Shawn Taylor; New Jersey State Police Major Michael Zimmerman, State Police Troop D; and Secretary to the Authority Kim Schurman (in person).

Also present by tele-conference were: Outside Counsel, Judy Verrone, Esq., of DeCotiis, FitzPatrick, Cole & Giblin, LLP, Governors' Authorities Unit Representative Jeffry Nielsen.

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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 at least 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.

Secretary to the Authority Schurman takes Roll Call and the Following Were Present by tele-conference:

1. Vice Chair Diaz
2. Treasurer DuPont
3. Commissioner Pocino
4. Commissioner Gravino
5. Commissioner Minella
6. Commissioner Salerno
7. Chair Gutierrez-Scaccetti

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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
- Pending Litigation
- Personnel

The motion was made by Vice Chair Diaz and seconded by Treasurer DuPont 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 9:22 a.m. A motion was made by Chair Gutierrez-Scaccetti and seconded by Treasurer DuPont to resume the public portion of the meeting at 9:23 a.m.

Secretary to the Authority Schurman takes Roll Call and the Following Were

Present by teleconference:

1. Vice Chair Diaz
2. Treasurer DuPont
3. Commissioner Pocino
4. Commissioner Gravino
5. Commissioner Minella
6. Commissioner Salerno
7. Chair Gutierrez-Scaccetti

The Secretary to the Authority reported that ten days, excluding Saturdays, Sundays and holidays, have elapsed since Governor Philip D. Murphy received the proceedings of the regular meeting of June 22, 2021; he did not exercise his power to veto any items in those minutes.

Upon motion made by Treasurer DuPont seconded by Vice Chair Diaz the minutes of the meeting was unanimously approved.

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RECUSALS

The Secretary to the Authority reported recusals or abstentions submitted for the record:

- Commissioner Pocino is recused on Items 145 through 151

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PUBLIC COMMENT

John Tumino, Tumino's Towing

Mr. Tumino is a towing operator who tows vehicles for the New Jersey Turnpike and the Garden State Parkway, Mr. Tumino said he has been in meeting's for over 2 years with Authority personnel to try to get an increase to the rates. Mr. Tumino said he is frustrated that the message is not being heard. Mr. Tumino said he is requesting the Authority at least charge what the other roadways and State Police charge. Mr. Tumino said companies are struggling and some of them give up contracts mid-stream. Mr. Tumino advised the current rate is \$63.00 for a road call and towing rate is \$72.

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EXECUTIVE DIRECTOR COMMENTS

None

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COMMISSIONER COMMENTS

None

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HUMAN RESOURCES

Director of Human Resources Mary-Elizabeth Garrity requested approval of item number 143-07-2021. Moved is the item as follows:

143-07-2021

Human Resources Director Mary Elizabeth Garrity submitted the Personnel Agenda, dated July 27, 2021, 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.

ooo0ooo ROLL CALL

DIAZ	DuPONT	POCINO	GRAVINO	MINELLA	SALERMO	GUTIERREZ- SCACCETTI
YES	YES	YES	YES	YES	YES	YES

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LAW

Acting Director of Law, Ann C. Monica, requested approval of item number 144-07-2021. Moved is the item as follows:

144-07-2021

In a memorandum dated July 7, 2021, Authorization to Amend the Authority's Facility Encroachment Agreement with CSX Transportation, Inc., ("CSX") dated as of February 21,

2020, to increase the fees paid to CSX from \$50,000 to \$125,000., R-165921, Budget Code: 156555-00-400-850-080C00047, was approved.

By agenda item 125-05-2020 the Executive Director was granted authorization to enter into a Facilities Encroachment Agreement (the “Agreement”) to construct, use and maintain certain facilities on property owned by CSX, namely a potable water main, in connection with the renovations and upgrades at the Vince Lombardi Service Area. CSX and the Authority entered into the Agreement which granted the Authority a license to enter onto property owned by CSX so as to perform construction, maintenance, relocation, repair, alteration and restoration work on the relocated water main, in exchange for a license fee, and other related costs. At the time the agreement was authorized, it was believed that all fees associated with the work, including reimbursement of fees to CSX would not exceed \$50,000.

However, unforeseen expenses such as the necessity for reimbursement for CSX construction management services have required the need for additional funds to address these actions. Authorizing this amendment would allow the Authority to continue with its construction of the water main, for a total amount not to exceed \$125,000.

Based on the foregoing, it is requested that the Authority’s Commissioners authorize the Executive Director to enter into an amendment to the Agreement substantially as set forth above. It is further recommended that the Executive Director be authorized to take any other actions necessary to effectuate the intent of this authorization upon review and approval of such actions by the Law Department.

On motion by Treasurer DuPont and seconded by Vice Chair Diaz the Board unanimously approved item number 144-07-2021; and authorized or ratified, as presented, the recommendations contained therein; and received and filed the memoranda.

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ROLL CALL

DIAZ	DuPONT	POCINO	GRAVINO	MINELLA	SALERMO	GUTIERREZ-SCACCETTI
YES	YES	YES	YES	YES	YES	YES

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ENGINEERING

Chief Engineer, Robert Fischer, requested approval of item numbers 145-07-2021 through 151-07-2021. Moved are the items as follows:

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PUBLIC BID SOLICITATIONS – AWARD OF CONTRACTS

145-07-2021

In a document dated June 24, 2021, **Recommendation to Award Contract No. T100.586 New Jersey Turnpike, Joseph M. Sanzari, Inc., Bridge Superstructure and Median Barrier Reconstruction, Milepost 74.3 to 76.5, R-165629, Budget Code: 5000000004, Amount:**

\$25,985,429.90, was approved.

This contract will provide for the reconstruction of bridge decks, superstructure replacement, superstructure and substructure rehabilitation of Turnpike bridges, Str. Nos. 74.31 and 74.39. The work also includes median barrier reconstruction and roadway improvements. All work is expected to be substantially completed by October 2024.

Eleven bid proposals were received on June 17, 2021 for the above publicly advertised contract, as shown on the attached bid summary sheet. The low bid proposal in the amount of \$25,985,429.90 may be compared to the second low bidder in the amount of \$30,042,457.02. The low bid was significantly lower than the Engineer's Estimate in the amount of \$33,747,132.95 due to the Contractor's knowledge of the work based on similar previous successfully completed work and the current competitive bidding climate. The low bidder, Joseph M. Sanzari, Inc. has performed work for the Authority and is considered competent to complete this contract.

It is, therefore, recommended that Contract No. T100.586 be awarded to the low bidder, Joseph M. Sanzari, Inc. of Hackensack, New Jersey in the amount of \$25,985,429.90. 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 for this work were procured, and the authorization being sought is to award this contract to the lowest responsible bidder, 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).

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

146-07-2021

In a document dated June 24, 2021, **Recommendation to Award Contract No. A500.592, New Jersey Turnpike and Garden State Parkway, ACP Contracting Inc., 2021 HVAC Upgrades at Various Locations, R-165630, Budget Code: 4000012002, Amount: \$3,955,619.00**, was approved.

This contract will provide for HVAC improvements and associated electrical work at various locations along the New Jersey Turnpike and Garden State Parkway. Work is being performed at nine Turnpike Interchanges and at the Holmdel State Police facility. The scope of work includes the replacement of air-cooled chillers, air handling units, boilers, associated ductwork, piping, and controls. This contract has a completion date of November 2022.

Three bid proposals were received on June 22, 2021 for the above publicly advertised contract, as shown on the attached bid summary sheet. The low bid proposal, in the amount of \$3,955,619.00, may be compared to the Engineer's Estimate in the amount of \$3,864,574.95. The low bidder, ACP Contracting Inc. has performed work for the Authority and is considered

competent to complete this contract.

It is, therefore, recommended that Contract No. A500.592 be awarded to the low bidder, ACP Contracting Inc. of Fairfield, New Jersey in the amount of \$3,955,619.00. 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 for this work were procured, and the authorization being sought is to award this contract to the lowest responsible bidder, 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).

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

147-07-2021

In a document dated July 2, 2021, **Recommendation to Award Contract No. A500.611, New Jersey Turnpike and Garden State Parkway, McCauley Construction Co., Inc., Maintenance Storage Buildings, R-165632, Budget Code: 0490012005/0490014004, Amount: \$1,524,999.00**, was approved.

This contract will provide for the demolition of existing metal buildings, construction of a new pre-engineered storage building, development of a storage bin area and utility upgrades, along with parking lot resurfacing at Maintenance District 6 on the Garden State Parkway. This contract will also include the construction of a new pre-engineered storage building, construction of a dumpster loading dock area, and the renovation of an existing canopy structure to add a back wall at District 6 on the New Jersey Turnpike. This contract has a completion date of February 2022.

Three bid proposals were received on July 1, 2021 for the above publicly advertised contract, as shown on the attached bid summary sheet. The low bid proposal, in the amount of \$1,524,999.00, may be compared to the Engineer's Estimate in the amount of \$1,549,865.00. The low bidder, McCauley Construction Co., Inc. has performed work for the Authority and is considered competent to complete this contract.

It is, therefore, recommended that Contract No. A500.611 be awarded to the low bidder, McCauley Construction Co., Inc. of Long Branch, New Jersey in the amount of \$1,524,999.00, which is allocated as follows: \$629,809.75 for Fund No. 0490012005 and \$895,189.25 for Fund No. 0490014004. 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 for this work were procured, and the authorization being sought is to award this contract to the lowest responsible bidder, 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).

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

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ORDER FOR PROFESSIONAL SERVICES (OPS)

148-07-2021

In a document dated July 6, 2021, **Recommendation to Issue Order for Professional Services No. T3834, New Jersey Turnpike, WSP USA Inc., Supervision of Construction Services for contract No. T100.586, Bridge Superstructure and Median Barrier Reconstruction, Milepost 74.3 to 76.5, R-165633, Budget Code: 5000000004, Amount: \$5,200,000.00**, was approved.

This Order for Professional Services will provide supervision of construction services for Contract No. T100.586, Bridge Superstructure and Median Barrier Reconstruction, Milepost 74.3 to 76.5. These services include construction inspection, material testing, record keeping, preparation of payment estimates, and other services required to ensure compliance with the contract documents.

This assignment is classified as a "Complex Project" since the scope of work is not clearly defined and likely to change during the course of the project, and the cost exceeds \$2,000,000.00. The Solicitation for Expressions of Interest (EOIs) was posted on the Authority's website and fifty-six (56) engineering firms were prequalified and eligible under Profile Codes: B155, Bridge Construction Inspection and B156, Bridge Repair Inspection. Twelve (12) firms submitted EOIs by the closing date of April 30, 2021.

The scoring of the EOIs by the Review Committee resulted in the following order of ranking: 1) WSP USA Inc.; 2) Greenman-Pedersen, Inc.; 3) Urban Engineers, Inc.; and 4) Jacobs Engineering Group Inc. On June 2, 2021, Technical and sealed Fee Proposals were received from the top four firms. The Review Committee reviewed and evaluated each firm's Technical Proposals and it was determined that oral presentations would be required with WSP USA Inc and Greenman-Pedersen, Inc. The final scoring resulted in WSP USA Inc. being the highest technically ranked firm. The fee submitted by WSP USA Inc. has been reviewed, 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. T3834 be issued to the firm of WSP USA Inc. of Lawrenceville, New Jersey, in an amount not to exceed \$5,200,000.00. This amount includes reimbursement of direct salaries times a maximum multiplier of 2.20 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).

149-07-2021

In a document dated June 11, 2021, **Recommendation to Issue Order for Professional Services No. T3874, New Jersey Turnpike, IH Engineers, P.C., Design Services for Contract No. T100.616, Waterway Substructure Rehabilitation of Turnpike, Str. Nos. W110.42 and W111.48, R-165635, Budget Code: 5000000001, Amount: \$1,457,000.00**, was approved.

This Order for Professional Services will provide preliminary and final design services for the rehabilitation of severely deteriorated waterway substructures of Turnpike bridges, Str. Nos. W110.42 and W111.48. The work includes reconstruction of bridge piers and substandard parapets, median barrier rehabilitation, miscellaneous improvements and other related work.

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 thirteen (13) engineering firms were prequalified and eligible under Profile Codes: A092 – Bridges: Miscellaneous Repairs and A093 – Bridges: Deck Replacement and Rehabilitation, and are registered as an SBE by the New Jersey Department of the Treasury Division of Revenue & Enterprise Services. Nine firms submitted EOIs by the closing date of May 3, 2021.

Subsequent to the scoring of EOIs by the Review Committee, Fee Proposals were requested from the top three technically ranked firms. The firms in the order of ranking are: 1) IH Engineers, P.C., 2) MP Engineers, P.C. and 3) Churchill Consulting Engineers. The fee submitted by IH Engineers, P.C. has been reviewed, 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. T3874 be issued to the firm of IH Engineers, P.C. of Princeton, New Jersey, in an amount not to exceed \$1,457,000.00. This amount includes reimbursement of direct salaries times a maximum multiplier of 2.47 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).

150-07-2021

In a document dated June 28, 2021, **Recommendation to Issue Supplement A to Order for Professional Services No. T3637, New Jersey Turnpike, AECOM Technical Services, Inc. Remedial Investigation and Remedial Action at Chromate Sites 20, 21 and 192, R-165636, Budget Code: 040E00006, Original OPS Amount: \$745,000.00, Amount of Supplement A:\$0.00, Revised OPS Amount: \$745,000.00,** was approved.

This Order for Professional Services was issued at the September 26, 2017 Commission Meeting, in the amount of \$745,000.00. This OPS provides for professional services of an environmental consultant to provide remedial activities at Chromate Sites 20, 21 and 192 including completion of pre-design investigations, preparation of construction contract documents and remediation oversight in accordance with current New Jersey Department of Environmental Protection regulations. Remedial efforts are complete at Site 20, Site 21 is indefinitely on hold pending current property usage while Site 192 located along the mainline just north of Interchange 15E has an approved remedial design and negotiations for remedial access with Conrail are ongoing.

The original term of this OPS is for a four (4) year period commencing November 29, 2017, with an expiration date of November 29, 2021. Complex negotiations and the development/execution of access/remediation agreements with Conrail has significantly delayed the work at Site 192. The scope of work is required to be performed, in accordance with the New Jersey Department of Environmental Protection rules and regulations, by a Licensed Site Remediation Professional (LSRP) which is included in this OPS. For continuity and effective cost management of environmental conditions, it is recommended that Supplement A be issued to extend the term of the OPS agreement by one (1) year with no cost increase.

It is, therefore, recommended that Supplement A to Order for Professional Services No. T3637 be issued to AECOM Technical Services, Inc. without additional compensation. The original contract was procured pursuant to 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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ACKNOWLEDGE REPORTS OF
ENGINEERING EXPENDITURES UNDER DELEGATED AUTHORITY

151-07-2021

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

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

On motion Vice Chair Diaz and seconded by Treasurer DuPont the Board unanimously approved item nos. 145-07-2021 through 150-07-2021; 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 151-07-2021 and received same for file.

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ROLL CALL

DIAZ	DuPONT	POCINO	GRAVINO	MINELLA	SALERMO	GUTIERREZ- SCACCETTI
YES	YES	RECUSED	YES	YES	YES	YES

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PROCUREMENT AND MATERIALS MANAGEMENT (“PMM”)

Director of Procurement and Materials Management Dale Barnfield, requested approval of item numbers 152-07-2021 through 160-07-2021. Moved are the item as follows:

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PUBLIC BIDS

152-07-2021

In a document dated July 9, 2021, **Rock Salt - Treated and Untreated (Rebid), Multiple Vendors, RM-163826 (Operations), Budget Code, Amount: \$11,369,105.80**, was approved

Authorization is requested to award multiple contracts for the supply of approximately 125,000 tons of treated rock salt and 20,000 tons of untreated rock salt. These products are used to de-ice the Authority’s Roadways and bridges during winter storm events. The bid was fully advertised and the 18 vendors listed in the database for this material were notified of the procurement. On June 22, 2021, bids were received from five (5) vendors. Unit prices are in the attached bid summary.

Treated Rock Salt

Bidders were required to bid a price per ton as a Primary Supplier (50% of estimated requirement), Secondary supplier (30% of estimated requirement) and/or Tertiary Supplier (20% of estimated requirement) for delivery to any or all of the specified locations (“Delivery Locations”) on both Roadways. The bid was divided into 29 individual Delivery Locations. Bidders could bid the same Delivery Location as primary, secondary and/or tertiary supplier; however, no bidder could be awarded the same Delivery Location for more than one category.

All five vendors submitted bids for treated rock salt. (Unit prices are provided in the attached bid summary). Authorization is requested to award the following contracts:

1. **Morton Salt, Inc., Chicago, IL** as the Primary Supplier for all 29 Delivery Locations for an estimated 62,500 tons of treated rock salt for a total contract value not to exceed **\$4,609,481.00**.

2. **Atlantic Salt, Inc., Lowell, MA** as the Secondary Supplier for 15 Delivery Locations, for an estimated 18,400 tons of treated rock salt for a contract value not to exceed \$1,496,266.80, and as the Tertiary Supplier for 2 Delivery Locations for an estimated 1,800 tons for a contract value not to exceed \$159,110.00, for a total amount not to exceed **\$1,655,376.80**.

3. **Chemical Equipment Labs of DE, Inc., Newtown Square, PA** as the Secondary Supplier for 7 Delivery Locations, for an estimated 7,800 tons of treated rock salt for a contract value not to exceed \$645,600.00, and as the Tertiary Supplier for 17 Delivery Locations for an estimated 15,200 tons for a contract value not to exceed \$1,244,920.00, for a total amount not to exceed **\$1,890,520.00**.

4. **Riverside Construction Materials, Fairless Hills, PA** as the Secondary Supplier for 7 Delivery Locations, for an estimated 11,300 tons of treated rock salt for a contract value not to exceed 889,232.00, and as the Tertiary Supplier for 10 Delivery Locations for an estimated 8,000 tons for a contract value not to exceed \$665,096.00, for a total amount not to exceed **\$1,554,328.00**.

Untreated Rock Salt

Bidders were also requested to bid on 20,000 tons of untreated rock salt. Bidders were requested to submit pricing per ton with transportation costs to one of two Authority locations: 1) Parkway Maintenance District 5 (Holmdel) and 2) Turnpike Maintenance District 6A (Woodbridge). Bids were received as follows for the untreated rock salt:

<u>Vendor</u>	<u>Unit Price Per</u>	<u>Total Bid Amount</u>
	<u>Ton</u>	
Morton Salt, Inc., Chicago, IL	\$57.97	\$1,159,400.00
Atlantic Salt, Inc., Lowell, MA	\$65.69	\$1,313,800.00
Chemical Equipment Labs of DE, Inc., Newtown Square, PA	\$66.10	\$1,322,000.00
Cargill, Inc., North Olmstead, OH	\$67.37	\$1,347,400.00
Riverside Construction Materials, Fairless Hills, PA	\$73.00	\$1,460,000.00

Accordingly, authorization is requested to award a contract to **Morton Salt, Inc** for the purchase and delivery of up to 20,000 tons of untreated rock salt for a total contract value not to exceed **\$1,159,400.00**.

(Optional) Material Pick-up

Bidders were also requested to provide unit prices for pick-up of untreated or treated rock salt by the Authority or its authorized agents at the supplier's distribution facility. This option did not factor in the basis of award for either treated or untreated rock salt, but simply allows the Authority to pick up rock salt on an as-needed basis from any vendors that bid on this item. Quotes were received as follows:

<u>Vendor</u>	<u>Price Per Ton</u>	<u>Price Per Ton</u>
	<u>(Treated)</u>	<u>(Untreated)</u>
Atlantic Salt, Inc., Lowell, MA	\$79.90	\$65.69
Cargill, Inc., North Olmstead, OH	No Bid	\$68.93
Chemical Equipment Labs of DE, Inc., Newtown Square, PA	\$75.00	\$66.10
Morton Salt, Inc., Chicago, IL	\$71.00	\$56.00
Riverside Construction Materials, Fairless Hills, PA	\$76.00	\$58.00

Accordingly, in the event that there is a need for the Authority or its authorized agents to pick up treated or untreated rock salt at the supplier's facilities, authorization is requested to issue contracts to the above suppliers at the quoted prices for combined total amount not to exceed **\$500,000.00**.

Departmental Estimate: \$10,525,000.00

Bids were procured, and authorization is being sought to award these contracts 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). These awards are 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 contracts, as stated herein, for 1) delivery of approximately 125,000 tons of treated rock salt in an amount not to exceed \$9,709,705.80, 2) approximately 20,000 tons of untreated rock salt in an amount not to exceed \$1,159,400.00 and 3) for material pick-up, if needed, for an amount not to exceed \$500,000.00 for a combined total authorized amount not to exceed \$11,369,105.80, 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.

153-07-2021

In a document dated July 19, 2021, **Salt Conveyors (2), Commonwealth Equipment Corporation, R-165459 (Operations), Budget Code: 049 00 500 156555 0490016000, Amount: \$356,000.00 (\$178,000.00 each)**, was approved.

Under this contract, Commonwealth Equipment Corp. will provide two (2) 80' diesel-powered portable salt conveyors and hoppers for use on both Roadways. The equipment will be used to effectively load salt into domes more safely and evenly. Bidders were required to bid unit and total prices for the equipment. The bid was fully advertised, and the 11 vendors listed in the Authority's database for this equipment were notified of the procurement. On July 9, 2021, a sole bid was received as follows:

<u>Vendor</u>	<u>Unit Price</u>	<u>Total Bid Price</u>
Commonwealth Equipment Corp., Ashley,	\$ 178,000.00	356,000.00
PA		

Departmental Estimate: \$364,000.00

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 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 Commonwealth Equipment Corp. for two (2) 80' diesel-powered portable salt conveyors and hoppers for a total amount not to exceed \$356,000.00.

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STATE/GOVERNMENT CONTRACTS

154-07-2021

In a document dated July 9, 2021, **Single Axle Hook-Lift Truck and Accessories (2), Route 23 Automall, LLC, R-165805 (Operations), Budget Code: 049 00 500 156555 0490016000, State Contract No. 17-FLEET-00241 expiring 08/16/2021, Amount: \$243,184.00 (\$121,592.00 each)**, was approved.

Under this contract, Route 23 Automall, LLC will provide two (2) single axle hook-lift trucks and accessories. These multi-use vehicles will be used by the Maintenance Section of Operation for various roadway activities. The single axle hook-lift trucks are available from NJ State Contract No. 17-FLEET-00241 expiring 08/16/2021.

This procurement, under State Contract No. 17-FLEET-00241 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. 17-FLEET-00241 for two (2) single axle hook-lift trucks and accessories to Route 23 Automall, LLC for an amount not to exceed \$243,184.00.

155-07-2021

In a document dated July 9, 2021, **Tractors with Mowing Flails (4), Power Place, Inc., R-165799 (Operations), Budget Code: 049 00 500 156555 0490016003, State Contract No.**

17-FLEET-00430 expiring 08/07/2021, Amount: \$337,529.08 (\$84,382.27 each), was approved.

Under this contract, Power Place, Inc. will supply four (4) 4-wheel drive tractors with rear and right mowing flails for use by the Maintenance Section of Operations in mowing operations. This equipment is replacing older models that have reached their life expectancy and will be sold as surplus if feasible. These mowing tractors are available from NJ State Contract No. 17-FLEET-00430 expiring 08/07/2021.

This procurement, under State Contract No. 17-FLEET-00430 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. 17-FLEET-00430 for four (4) tractors with mowing flails to Power Place, Inc. for an amount not to exceed \$337,529.08.

156-07-2021

In a document dated July 9, 2021, **Vesta 911 System, Carousel Industries of N.A., Inc., RM-165841 (ITS), Budget Code: 049 00 830 156555 040C00083, State Contract No. 83925 expiring 04/30/2022, Amount: \$1,800,000.00 (5-year contract)**, was approved.

Under this contract, Carousel Industries will provide hardware and services for the Vesta 911 System. Carousel Industries will install a total of 34 Call-Taker workstations in both the Statewide Traffic Management Center and the Authority's Headquarters in order to integrate the NJ State Police Operations Dispatch Unit (ODU) with the NJ State's 911 system, which will also provide back-end redundancy for enhanced survivability. This contract includes engineering, installation, on-site training as well as five-year 24x7 system maintenance and support for all hardware and software (all-inclusive parts and labor) as well as remote monitoring and response. The Vesta 911 System and services are available from NJ State Contract No. 83925 expiring 04/30/2022.

This procurement, under State Contract No. 83925 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. 83925 for the Vesta 911 System and services to Carousel Industries of N.A., Inc. for an amount not to exceed \$1,800,000.00.

157-07-2021

In a document dated July 9, 2021, **Intelligent Transportation Management System Support Services, Insight Public Sector, Inc., R-165838 (ITS), Budget Code: 010 00 830 121020, State Contract No. 20-TELE-01512 expiring 05/24/2026, Amount: \$323,725.00,** was approved.

Under this contract, the Authority will procure IBM's services through Insight Public Sector, Inc. to provide system support for the Intelligent Traffic Management System ("ITMS") for the period 06/1/2021 through 05/31/2022. ITMS is a customized software developed by IBM as part of the Advanced Traffic Management Program. The contract will cover Level 2 support for all ITMS components as well as IBM administration and reporting. This contract will also provide Level 3 support for ITMS component software repositories, development and test systems. The computer software and support services are available from NJ State Contract No. 20-TELE-01512 expiring 05/24/2026.

This procurement, under State Contract No. 20-TELE-01512, 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 Index T-3121 provides access to several software providers and, therefore, requires agencies to seek multiple quotes to ensure the most competitive pricing. Quotes were solicited from four (4) software providers and one (1) quote was received as follows:

<u>Vendor</u>	<u>Total Price</u>
Insight Public Sector, Inc., Tempe, AZ	\$323,725.00

Accordingly, authorization is requested to award a contract under State Contract No. 20-TELE-01512 for ITMS support services to Insight Public Sector, Inc. for an amount not to exceed \$323,725.00.

158-07-2021

In a document dated July 9, 2021, **IBM Software Licensing 2021-2022, Insight Public Sector, Inc., R-165342 (ITS), Budget Code: 010 00 830 121020, State Contract No. 20-TELE-01512 expiring 05/24/2026, Amount: \$153,838.80,** was approved.

Under this contract, Insight Public Sector, Inc. will provide the annual renewal of software licenses for several IBM software products for a one (1) year period from 07/01/2021 through 06/30/2022. These products include but are not limited to, Netcool, WebSphere, C Compiler and Intelligent Operations Center products. These software products compose and support a variety of the Authority's software platforms such as the Intelligent Transportation Management System,

as well as toll collection and traffic statistics systems. The software licenses are available from NJ State Contract No. 20-TELE-01512 expiring 05/24/2026.

This procurement, under State Contract No. 20-TELE-01512, 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 Index T-3121 provides access to several software providers and, therefore, requires agencies to seek multiple quotes to ensure the most competitive pricing. Quotes were solicited from four (4) software providers and one (1) quote was received as follows:

<u>Vendor</u>	<u>Total Price</u>
Insight Public Sector, Inc., Tempe AZ	\$153,838.80

Accordingly, authorization is requested to award a contract under State Contract No. 20-TELE-01512 for IBM software licenses to Insight Public Sector, Inc. for an amount not to exceed \$153,838.80.

159-07-2021

In a document dated July 9, 2021, IBM Software and Hardware Maintenance and Support, IBM Corporation, R- 165683 (ITS), State Contract No. 40047 expiring 07/31/2021, Budget Code: 010 00 830 121020, Amount: \$216,513.88, was approved.

Under this contract, IBM Corporation ("IBM") will provide annual software and hardware support for a number of IBM products which are critical to the Authority's day-to-day financial, tolls, and traffic operations. This Master Service Agreement includes maintenance and support for all IBM hardware, as well as IBM's operating systems. Operating system maintenance includes security updates, patches, and issue resolution. This maintenance and support are available from NJ State Contract No. 40047 expiring 07/31/2021.

This procurement, under State Contract No. 40047 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. 40047 for annual software and hardware maintenance and support to IBM Corporation for an amount not to exceed \$216,513.88.

160-07-2021

In a document dated July 9, 2021, At prior Board of Commissioners meetings, the Authority approved purchases (up to a maximum authorized dollar amount) from the

vendor listed herein under the New Jersey State contract referenced below. The terms of the referenced State contract have since been extended and additional funds are needed to purchase these necessary goods and/or services through the extended terms of the State contract:, was approved.

Description / Original Agenda Item – Award Date	Vendor Name	Requisition Number	NJTA Contract No.	NJ State Contract No. Expiration	Current Authorized Amount	New Authorized Amount	Requested Increase Amount
HVAC Repair Parts 235-06-2016	Charles F. Connolly Distributors, Inc.	RM-165595 (Operations)	2355	41607 Expiring 05/31/2022	\$180,000.00	\$240,000.00	\$60,000.00
Total							\$60,000.00

The original procurement, under the State contract, was 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, given that the period of time during which the Authority may make additional purchases under the referenced State Contract was extended through the new expiration date of this contract, approval is hereby requested to increase the Authority's current authorized amount to the new authorized amount stated above, subject to funding availability at the time of order.

On motion by Treasurer DuPont and seconded by Commissioner Gravino the Board unanimously approved item numbers 152-07-2021 through 160-07-2021; and authorized or ratified, as presented, the recommendations contained therein; and received and filed the memoranda.

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ROLL CALL

DIAZ	DuPONT	POCINO	GRAVINO	MINELLA	SALERMO	GUTIERREZ-SCACCEtti
YES	YES	YES	YES	YES	YES	YES

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GENERAL BUSINESS

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OPERATIONS

Director of Operations Kevin Dunn requested acceptance of item number 161-07-2021.

Moved is the item as follows:

161-07-2021

Director of Operations Kevin Dunn requested acceptance of Volumes and Crash Synopses for the Garden State Parkway and New Jersey Turnpike: Period 01/01/2021 through 06/30/2021; with 2020-2021 Yearly Comparisons through June 2021.

On motion by Commissioner Pocino and seconded by Treasurer DuPont the Board

unanimously accepted item number 161-07-2021; and authorized or ratified, as presented, the recommendations contained therein; and received and filed the memoranda.

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STATE POLICE

Major Michael Zimmerman requested acceptance of item number 162-07-2021. Moved is the item as follows:

162-07-2021

Major Michael Zimmerman requested acceptance of the **New Jersey State Police Troop D Activity Reports** for June 2021, with 2020– 2021 Yearly Comparisons.

On motion by Treasurer DuPont and seconded by Commissioner Gravino the Authority unanimously accepted the reports contained in item number 162-07-2021 and received same for file.

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FINANCE

Chief Financial Officer Donna Manuelli requested acceptance of item number 163-07-2021. Moved is the item as follows:

163-07-2021

Chief Financial Officer Donna Manuelli presented the **Financial Summary for the six (6) months ended June 30, 2021**, was accepted.

On motion by Treasurer DuPont and seconded by Commissioner Pocino the Board unanimously accepted item number 163-07-2021; and authorized or ratified, as presented, the recommendations contained therein; and received and filed the memoranda.

Chief Financial Officer Donna Manuelli requested approval of item number 164-07-2021. Moved is the item as follows:

164-07-2021

In a document dated July 27, 2021, **Recommendation to Approve 2020 Comprehensive Annual Financial Report and the Audited Financial Statements for the Year Ended December 31, 2020**, was approved.

Executive Orders 122 (McGreevey 2004) and 37 (Corzine 2006) require, among other things, an annual audit of the financial statements of the New Jersey Turnpike Authority ("Authority") by an independent auditor. For purposes of these Executive Orders, the audit is an examination of the Authority's financial statements by a certified public accounting firm in compliance with generally accepted government auditing standards ("GAGAS"), issued by the Comptroller General of the United States, and in accordance with all applicable rules, regulations,

and circulars. The Executive Orders require the audit to be accompanied by a written certification from both the Executive Director and the Chief Financial Officer that the financial information provided to the auditor in connection with the audit is, to the best of their knowledge, accurate and that such information fairly represents, in all material respects, the financial condition and operational results of the Authority for the year. Executive Order 37 (Corzine 2006) also requires a comprehensive annual report concerning the Authority's operations to be completed each year. This comprehensive annual report is to include, among other things, the audited financial statements. Finally, the Executive Orders require the comprehensive annual report and audited financial statements to be submitted to the Board of Commissioners for its review and, if accepted, approval.

The Authority's 2020 Comprehensive Annual Financial Report (Annual Report) and audited financial statements for the year ended December 31, 2020 are respectfully submitted to the Board of Commissioners for its approval. An Annual Report is a thorough and detailed presentation of the Authority's financial condition. It reports the Authority's activities and balances for each fiscal year. The Annual Report complies with the accounting requirements promulgated by the Government Accounting Standards Board (GASB).

The Annual Report is presented in three (3) sections:

- (1) Introductory Section – includes transmittal letter;
- (2) Financial Section – includes the independent auditor's report and contains management's discussion and analysis, Authority financial statements, fund financial statements, notes to the financial statements, required supplementary information, and schedules; and
- (3) Statistical Section – includes additional financial, economic, and demographic information.

The Authority's external auditor, KPMG LLP has completed its examination of the Authority's financial statements for the year ended December 31, 2020 in compliance with the requirements of the Executive Orders. The auditors have concluded that in their opinion, the financial statements present fairly, in all material respects, the financial position of the Authority as of December 31, 2020, and the changes in its financial position and its cash flows for the year then ended in conformity with U.S. generally accepted accounting principles. The auditor did not note any significant deficiency or material weakness in internal control over financial reporting. In addition, the required Bond Resolution statements, included as supplementary schedules to the financial statements and prepared in accordance with the U.S. generally accepted accounting principles, have been audited in relation to the basic financial statements. KPMG LLP, as required by the Authority's Bond Resolution, has also issued a report which indicates that the Authority has complied with the contractual provisions of its Bond Resolution.

The Authority received The Government Finance Officers Association (GFOA) Certificate of Achievement for Excellence in Financial Reporting for its 2019 Annual Report. The Authority

will submit its 2020 Annual Report to the GFOA and staff is confident that the 2020 Annual Report meets the requirements of the GFOA program.

Therefore, in compliance with the Executive Orders 122 (McGreevey 2004) and 37 (Corzine 2006), it is respectfully recommended that the Board of Commissioners accept and approve the Authority’s 2020 Annual Report and audited financial statements for the year ended December 31, 2020. The Audit Committee has reviewed and accepted these reports.

On motion by Treasurer DuPont and seconded by Commissioner Pocino the Board unanimously approved item number 164-07-2021; and authorized or ratified, as presented, the recommendations contained therein; and received and filed the memoranda.

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ROLL CALL

DIAZ	DuPONT	POCINO	GRAVINO	MINELLA	SALERMO	GUTIERREZ-SCACCETTI
YES	YES	YES	YES	YES	YES	YES

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EXECUTIVE

Executive Director Keller requested approval of item numbers 165-07-2021 and 166-07-2021; Moved are the item as follows:

165-07-2021

In a memorandum dated July 15, 20201, Authorization to Enter into Agreements with the New York Giants, New York Jets, New Jersey Devils and Rutgers University for E-ZPass and Safety Messaging Advertising, was approved.

This agenda item is a request to enter into four separate agreements for E-ZPass advertising and Safety Messaging at NY Giants, NY Jets, LLC, New Jersey Devils and Rutgers University sporting events for the 2021 and 2022 seasons. This initiative will advertise and promote the NJ E-ZPass concept as an easier and more efficient means of travel throughout the New Jersey area including various messages promoting safe travel.

The professional football event advertising packages will consist of outside and inside stadium advertising for all 2021 pre-season and regular season home games. Specifically, advertising messages around the perimeter of the stadium, on over 2000 video monitors in and around the inside of the facility and radio spots throughout each event. Additionally, an E-ZPass Promotional Day will be scheduled to include on site interaction with patrons to further explain and promote the advantages of the E-ZPass concept. The cost for each advertising package is \$ 120,000 for a total of \$240,000.

The Rutgers University advertising package will consist of promotions for the 2021 football season and the 2021-2022 Rutgers wrestling and men’s and woman’s basketball seasons. Specifically, advertising will consist of video board exposure, radio initiatives and social

media promotions. Additionally, an E-ZPass Promotional Day will be scheduled to further endorse the E-ZPass concept. The total cost for this project is \$120,000.

The New Jersey Devils agreement will include advertising promotions at all Devils home games and other major Prudential Center events. Specifically, exterior LED messaging, digital concourse messaging, concourse E-ZPass activations, in-game features and fan interaction and radio initiatives. The total cost for this project is \$120,000.

Accordingly, approval of these agreements is respectfully requested in the total amount of \$480,000. It is further recommended that the Commissioners authorize the Executive Director to execute all documents relative thereto.

166-07-2021

In a memorandum dated July 27, 2020, **Authorization to enter into a Memorandum of Agreement with the Foundation for the New Jersey Hall of Fame for the naming of the nine (9) Garden State Parkway Service Areas honoring New Jersey Hall of Fame Inductees**, was approved.

The Foundation for the New Jersey Hall of Fame (the "New Jersey Hall of Fame") was created by statutory authorization of the New Jersey Legislature through Public Law 2005, Chapter 232. This bi-partisan initiative is charged with honoring individuals from New Jersey who have made significant contributions not only to the State but to the world at large. The selection process for induction into the New Jersey Hall of Fame fully engages members of the public, commencing with initial recommendations and culminating in selection, after a vote, on the final nominations. The categories for nomination into the New Jersey Hall of Fame are:

- 1) Arts and Letters
- 2) Enterprise
- 3) Performing Arts
- 4) Public Service
- 5) Sports
- 6) Unsung Heroes

Since its inception, the New Jersey Hall of Fame has inducted 188 New Jerseyans from across the various categories.

The New Jersey Hall of Fame has approached the New Jersey Turnpike Authority, through the Office of the Governor, with a proposal to honor nine (9) New Jersey Hall of Fame inductees through the naming of the nine (9) Garden State Parkway (GSP) Service Areas. The proposed honorees are amongst those New Jersey Hall of Fame inductees who received the greatest number of votes for induction. In addition, and specific to the Garden State Parkway proposal, the honorees represent the arts, entertainment and sports categories of the New Jersey Hall of Fame. A list of the nine inductees for whom the Garden State Parkway Service Areas are

being named is attached. Importantly, the nine inductees on the list represent only the first part of an extended statewide program to recognize New Jerseyans whose contributions have affected not only New Jersey but the world.

The New Jersey Hall of Fame currently operates as a 501(c)3 charitable foundation. As such, they have offered a \$1 million contribution to the New Jersey Turnpike Authority to implement the proposal. In addition, the New Jersey Hall of Fame will be responsible for all public outreach and engagement necessary to implement the elements of the proposal, specifically as to exhibits and displays relevant to the featured inductees. It is important to note that the New Jersey Hall of Fame is the only State-recognized Hall of Fame representing New Jersey. The New Jersey Hall of Fame’s proposal will not only promote the accomplishments of some of New Jersey’s most admired and quintessentially-talented citizens but will undoubtedly provide an extra-added attraction to encourage roadway travelers to take advantage of GSP Service Area amenities.

In order to implement the New Jersey Hall of Fame’s proposal, the Authority will be tasked with installing the necessary signage and preparatory work to accommodate the New Jersey Hall of Fame’s exhibits and displays at each Service Area.

In view of the foregoing, authorization is requested to enter into a Memorandum of Agreement with the New Jersey Hall of Fame for the naming of the nine (9) GSP Service Areas, substantially in the form attached, and to expend a total not to exceed amount of \$2 million to implement this unique proposal.

GARDEN STATE PARKWAY SERVICE AREAS

Montvale Service Area – James Gandolfini

Brookdale North Service Area – Larry Doby

Brookdale South Service Area – Connie Chung

Vauxhall Service Area – Whitney Houston

Cheesequake Service Area – Jon Bon Jovi

Monmouth Service Area – Judy Blume

Forked River Service Area – Celia Cruz

Atlantic Service Area – Frank Sinatra

OceanView Service Area – Toni Morrison

[MOA attached]

On motion by Treasurer DuPont and seconded by Commissioner Minella the Board unanimously approved item number 165-07-2021 and 166-07-2021; and authorized or ratified, as presented, the recommendations contained therein; and received and filed the memoranda.

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COMMENTS

Chair Gutierrez-Scaccetti asked Executive Director Keller to provide the names for each of the individuals to be named for Rest Areas on the Parkway. Executive Director Keller provided the following:

- Montvale Service Area – James Gandolfini**
- Brookdale North Service Area – Larry Doby**
- Brookdale South Service Area – Connie Chung**
- Vauxhall Service Area – Whitney Houston**
- Cheesequake Service Area – Jon Bon Jovi**
- Monmouth Service Area – Judy Blume**
- Forked River Service Area – Celia Cruz**
- Atlantic Service Area – Frank Sinatra**
- OceanView Service Area – Toni Morrison**

Chair Gutierrez-Scaccetti said that the New Jersey Hall of Fame leadership approached the Governor’s Office with this recommendation to highlight New Jerseyans who have brought us so many things, good reading, entertainment, great baseball and the news. The Authority is In support of the Governor and the First Lady in terms of something that will be positive as we come out of a somewhat dark time and I believe the Hall of Fame will be doing public work in terms of talking to and serving our customers on how to best highlight these individuals. Chair Gutierrez-Scaccetti added this is a positive thing and we are the first of other Agencies that will promote other Hall of Famers in areas of science, technology and innovation.

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ROLL CALL

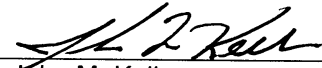
DIAZ	DuPONT	POCINO	GRAVINO	MINELLA	SALERMO	GUTIERREZ-SCACCETTI
YES	YES	YES	YES	YES	YES	YES

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The motion to adjourn was made by Treasurer DuPont and seconded by Vice Chair Diaz, and, after the voice vote, the motion was duly adopted. The Board of Commissioners adjourned the meeting at 9:51 a.m. and advised that it will be held again on Tuesday, August 31, 2021 at 9:00 a.m., telephonically or at the Authority's headquarters building located at 1 Turnpike Plaza in Woodbridge, New Jersey.



Kim Schurman
Secretary to the Authority



John M. Keller
Executive Director

Date: July 27, 2021

MEMORANDUM OF AGREEMENT**033410**

This Memorandum of Agreement (“Agreement”), made and entered into this 1st day of August, 2021, by and between the **NEW JERSEY TURNPIKE AUTHORITY**, with an address of 1 Turnpike Plaza, Woodbridge, New Jersey 07095-5042 (the “Authority”), and **THE FOUNDATION FOR THE NEW JERSEY HALL OF FAME, INC.**, a New Jersey nonprofit corporation, with an address of 1037 Raymond Boulevard, Newark, NJ 07102 (the “Foundation”) (the Authority and the Foundation are collectively referred to as the “Parties”).

WHEREAS, the Foundation is a New Jersey nonprofit corporation, which establishment was authorized by the New Jersey Legislature pursuant to Public Law 2005, Chapter 232 (C. 5:10-6.8) as a bi-partisan initiative charged with, among other things, improving the image of New Jersey, promoting the heritage of the residents of the State and instilling pride in the State by increasing the public’s awareness of the contributions made to society by past and present residents of the State; and

WHEREAS, the Foundation currently operates as a 501(c)3 charitable organization; and

WHEREAS, the selection process for induction into the Foundation fully engages members of the public, commencing with initial recommendations and culminating in selection, after a vote, on the final nominations and;

WHEREAS, the categories for nomination into the Foundation are:

- 1) Arts and Letters
- 2) Enterprise
- 3) Performing Arts
- 4) Public Service
- 5) Sports
- 6) Unsung Heroes; and

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WHEREAS, since its inception, the Foundation has inducted 188 New Jerseyans from across the various categories; and

WHEREAS, the Foundation is the only State-recognized Hall of Fame representing New Jersey whose mission is to honor New Jersey citizens by induction into the New Jersey Hall of Fame for their extraordinary accomplishments to the State and the world at large; and

WHEREAS, the Foundation approached the New Jersey Turnpike Authority, through the Office of the Governor, with a proposal to honor nine (9) inductees to the New Jersey Hall of Fame through the naming of the nine (9) Garden State Parkway (GSP) Service Areas (hereinafter, the "Naming Proposal"); and

WHEREAS, the proposed honorees are amongst those Foundation inductees who received the greatest number of votes for induction; and

WHEREAS, the individuals selected will represent New Jerseyans in the arts, entertainment and sports categories of the Foundation; and

WHEREAS, a list of the nine inductees for whom the GSP Service Areas will be named is attached as **Exhibit A**; and

WHEREAS, the Foundation has proposed a \$1 million contribution to the Authority to implement the Naming Proposal as described in more detail below; and

WHEREAS, in addition, the Foundation will be responsible for all public outreach and engagement necessary to implement the elements of the Naming Proposal, specifically as to exhibits and displays relevant to the featured inductees at the GSP Service Areas; and

WHEREAS, in order to implement the Foundation's Naming Proposal, the Authority will be responsible, at its sole cost and expense, with installing the necessary

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signage and undertaking the necessary preparatory work to accommodate the Foundation's Display Exhibits, as hereinafter defined, at each GSP Service Area; and

WHEREAS, the Foundation's Naming Proposal will not only increase public awareness of the contributions made by some of New Jersey's most admired and quintessentially-talented citizens, but will also increase traffic into, and use of, the GSP Service Areas, and enhance the experience of visitors thereto,

NOW, THEREFORE, in consideration of the mutual benefits and covenants set forth herein, the Parties agree as follows:

Section 1. Term: The term of the Agreement shall commence on August 1, 2021 and terminate on July 31, 2041. The Parties may extend the Agreement for an additional twenty (20) years.

Section 2. Foundation Obligations:

A. Donation – The Foundation agrees to donate to the Authority One-Million Dollars (\$1,000,000) toward costs of implementation of the Naming Proposal described herein.

B. Naming Proposal – The components of the Naming Proposal include:

- i. Naming each GSP Service Area after a Foundation inductee appearing on **Exhibit A** hereto. The Foundation, with the assistance of its consultant(s) and/or contractor(s), shall design, install, maintain, repair, and/or remove, in its determination, the exhibits and/or displays at each GSP Service Area that serve the charitable and educational objectives of the Foundation, including those that are reflective of the accomplishments of the respective Foundation inductee after whom the GSP Service Area shall be named.

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- ii. The exhibits will consist of a wall display of photographs, artifacts, digital content interactive activities and such other concepts as may be proposed by The Foundation, subject to the approval process at Section 3A hereof ("Display Exhibits"). The Display Exhibits will be scaled to the available installation space at a particular GSP Service Area given that the GSP Service areas are of different sizes and scopes.
- iii. The Foundation shall be responsible for obtaining all rights, approvals, licenses, copyrights, agreements and other necessary permissions or intellectual property rights from the inductees and/or their agents, managers, heirs, or others who may have any right, title or interest in the materials, photographs, likenesses, intellectual property or any other display items that the Foundation intends to utilize in the Display Exhibits. The Foundation shall provide proof of same to the Authority upon request.
- iv. The Foundation shall be responsible for creating, financing, installing, subject to review and approval by the Authority and its Service Area Operator ("Tenant"), the Display Exhibits and banners or signs (other than roadway and exterior signage described in Section 3, which shall be the Authority's responsibility) intended to attract members of the public to the Display Exhibits within the GSP Service Areas. The Display Exhibits and all such banners or signs related thereto may bear the Foundation logo to easily identify the featured namesake as a Foundation inductee.

C. Temporary Relocation – If necessary, at the sole discretion of the Authority or the Tenant, the Foundation agrees, at its sole cost and expense, to remove or relocate any of the Display Exhibits temporarily to allow the Authority or the Tenant to undertake repairs, maintenance or improvements to the GSP Service Areas. The Authority agrees that, upon completion of repairs, maintenance, or improvements, it shall take all necessary actions to restore the space to a

condition that will enable the Foundation to reinstall the Display Exhibits in accordance with its design plans.

- D. The Foundation agrees that it shall not issue any press releases or other announcements regarding or related to the naming of the GSP Service Areas, as contemplated by this Agreement, without the prior written consent of the Authority.

Section 3. Authority Obligations:

- A. Approval Process** – The Authority shall, in writing, approve or request revision to any naming of a GSP Service Area, Display Exhibit layout, Display Exhibit content or signage proposed by the Foundation and its consultants within ten (10) days of receiving same from the Foundation. The Foundation shall respond to any Authority written request for modification within five (5) days of receipt.
- B. Site Preparation** - The Authority shall undertake the work necessary, at its sole cost and expense, to prepare the GSP Service Areas for the Foundation's installation of the Display Exhibits, including but not limited to identifying and preparing an area within the interior space of each of the GSP Service Areas agreed upon by the Parties and the Tenant, and providing electrical connections and internet access, as necessary, to accommodate the Display Exhibits.
- C. Access** – The Authority, in coordination with Tenant, shall provide the Foundation, its consultants and contractors, with reasonable access to the GSP Service Areas for the planning, design, installation, maintenance, repair, removal and replacement of the Display Exhibits for the Term of this Agreement.

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- D. Roadway Signage** – The Authority, at its sole cost and expense, shall replace all roadway signage and signage located in the parking area and exterior of the GSP Service Area facility to reflect the selected Foundation inductee's name and the Foundation's sponsorship of the Service Area.
- E. Coordination with Tenant** – The Parties acknowledge that the Tenant serves as the Authority's operator of the GSP Service Areas. As such, the Authority agrees to coordinate with the Tenant on behalf of the Foundation on matters related to access, location of Display Exhibits, content of Display Exhibits, signage related to the Display Exhibits and naming of the Service Area and other matters ancillary to the Naming Proposal.
- F. Maintenance** – The Authority shall maintain the GSP Service Areas, and exercise commercially reasonable efforts to prevent destruction or vandalism of the Display Exhibits.

Section 4 Indemnity:

- A.** The Authority shall be responsible for any and all suits, claims, losses, fees, costs of investigation, cost of defense, demands or damages, and costs and expenses of whatever kind or nature that arise out of any negligent act, error, or omission of the Authority or the Tenant or their respective employees, agents, contractors, subcontractors, in connection with (i) the preparatory work for installation of the Display Exhibits and signage identifying the names of the GSP Service Areas pursuant to the Naming Proposal; and (ii) the maintenance and operation of, or any other activity on or affecting, the GSP Service Areas. However, it is specifically understood that by entering into this Agreement, the Authority does not waive its sovereign immunity or any requirements, limitations, or defenses it may have by virtue of the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq. or the New Jersey Contractual

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Liability Act, N.J.S.A 59:13-1 et seq. The terms of this paragraph shall survive the expiration, rescission, and termination of this Agreement.

- B.** The Foundation shall defend, indemnify and hold harmless, the Authority, its employees, board members, directors, officers, agents, consultants, retained professionals and Tenant from and against any and all suits, claims, losses, fees, costs of investigation, cost of defense, demands or damages of whatever kind or nature, including reasonable legal fees, which arise out of any negligent act, error, or omission of its trustees, officers, employees, agents, contractors, subcontractors and consultants, including material violation by the Foundation or its trustees, officers, employees, agents, contractors, subcontractors and consultants of any approvals, licenses, agreements, copyrights or other intellectual property rights, in connection with the naming, design, engineering, installation, maintenance, repair, removal, replacement and inspection activities associated with the use of Foundation inductees' names and the Display Exhibits by the Foundation or its trustees, officers, employees, agents, contractors, subcontractors and consultants.

Section 5. Insurance Provision:

Each Party shall provide to the other party evidence of insurance in the amounts and coverages set forth in this Section 5.

- A.** The following insurance shall be maintained, during the term of the Agreement, at the sole cost and expense of the Foundation:
- (i) Commercial General Liability Insurance (CGL)** with a coverage limit of not less than **\$5,000,000 each occurrence**, written on the latest ISO occurrence form without any added restrictions or diminution in coverage (or a substitute form providing at least equivalent coverage) and shall cover liability for bodily injury, including death, and property damage arising from premises, operations, independent contractors, products-completed operations and for liability arising from personal injury and advertising injury,

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and liability assumed under contract. Such policy or policies shall include an endorsement naming "The New Jersey Turnpike Authority and its members, commissioners, officers, agents, employees, guests, consultants and volunteers" as additional insureds evidencing the coverages described above. This insurance shall apply as primary insurance and not contribute with any other insurance or self-insurance programs afforded to the Authority; shall be endorsed to waive the insurance carrier's right of subrogation against The New Jersey Turnpike Authority and its members, commissioners, officers, agents, employees, guests, consultants and volunteers; and shall not contain any provision under which claims made by the Authority against the Foundation would not be covered due to the operation of an insured versus insured exclusion. The required policy limit may be provided by a combination of primary and excess coverages, provided that primary coverage shall be not less than \$1,000,000 and that the excess coverage shall be at least as broad as the primary policy.

- (ii) **Commercial Automobile Liability Insurance** covering all vehicles owned or used by the Foundation with a coverage limit of not less than **\$2,000,000 each occurrence**, written on the latest ISO form without any added restrictions or diminution in coverage (or a substitute form providing at least equivalent coverage) and shall cover liability for bodily injury, including death, and property damage. Such policy or policies shall include an endorsement naming "The New Jersey Turnpike Authority and its members, commissioners, officers, agents, employees, guests, consultants and volunteers" as additional insureds. This insurance shall apply as primary insurance and not contribute with any other insurance or self-insurance programs afforded to the Authority; shall be endorsed to waive the insurance carrier's right of subrogation against The New Jersey Turnpike Authority and its members, commissioners, officers, agents, employees, guests, consultants and volunteers; and shall not contain any provision under which claims made by the Authority against the Foundation would not

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be covered due to the operation of an insured versus insured exclusion. The required policy limit may be provided by a combination of primary and excess coverages, provided that primary coverage shall be not less than \$1,000,000 and that the excess coverage shall be at least as broad as the primary policy.

- (iii) **Workers' Compensation and Employers' Liability Insurance** coverage for Workers' Compensation shall be statutory limits. Employer's Liability Insurance coverage shall be not less than **\$1,000,000 Bodily Injury by Disease** each employee, **\$1,000,000 Bodily Injury by Accident** each accident, **\$1,000,000 Bodily Injury by Disease – Policy Limit**.
- (iv) **Media Liability E&O Insurance** covering its errors and omissions and liability assumed under contract with a coverage limit of not less than **\$1,000,000 each occurrence**, endorsed to apply as primary insurance and not contribute with any other insurance or self-insurance programs afforded to the Authority; shall be endorsed to waive the insurance carrier's right of subrogation against The New Jersey Turnpike Authority and its members, commissioners, officers, agents, employees, guests, consultants and volunteers; and shall not contain any provision under which claims made by the Authority against the Foundation would not be covered due to the operation of an insured versus insured exclusion.
- (v) **Property Insurance** policy for the transportation of the Foundation's property to and of from the Authority's custody, with a coverage limit equal to the replacement cost of the Foundation's property and including the loading and unloading of such property.
- (vi) **Additional Requirements.** The foregoing policy or policies shall not be subject to reduction, termination or cancellation with respect to the Authority unless at least thirty (30) days' prior written notice (10 days' notice for cancellation for non-payment) shall have been given to the Authority by certified mail, return receipt requested or by a nationally-recognized overnight courier, by the carrier(s) issuing such policy(ics), which notice

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shall contain the policy number(s) to which the notice applies. Further, prior to any such cancellation, termination or reduction, the Foundation shall provide a replacement policy(ies) to ensure that, at all times during the term of the Agreement, the Foundation is satisfying the insurance requirements herein.

B. The following insurance shall be maintained, during the term of the Agreement, at the sole cost and expense of the Authority:

- (i) **Commercial General Liability Insurance (CGL)** with a coverage limit of not less than **\$5,000,000 each occurrence**, written on the latest ISO occurrence form without any added restrictions or diminution in coverage (or a substitute form providing at least equivalent coverage) and shall cover liability for bodily injury including death, and property damage arising from premises, operations, independent contractors, products-completed operations and for liability arising from personal injury and advertising injury, and liability assumed under contract. Such policy or policies shall include an endorsement naming "The Foundation for the New Jersey Hall of Fame, Inc. and its members, officers, agents and employees" shall be included as additional insureds evidencing the coverages described above. This insurance shall apply as primary insurance and not contribute with any other insurance or self-insurance programs afforded to the Foundation; and shall be endorsed to waive the insurance carrier's right of subrogation against The Foundation for the New Jersey Hall of Fame, Inc. and its members, officers, agents and employees. The required policy limit may be provided by a combination of self-insurance and/or primary and excess coverages, provided that primary coverage shall be not less than \$1,000,000 and that the excess coverage shall be at least as broad as the primary policy.
- (ii) **Commercial Automobile Liability Insurance** covering all vehicles owned or used by the Authority with a coverage limit of not less than **\$2,000,000 each occurrence**, written on the latest ISO form without any added restrictions or diminution in coverage (or a substitute form providing at least

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equivalent coverage) and shall cover liability for bodily injury, including death, and property damage. Such policy or policies shall include an endorsement naming "The Foundation for the New Jersey Hall of Fame, Inc. and its members, officers, agents, employees, guests, consultants and volunteers" as additional insureds. This insurance shall apply as primary insurance and not contribute with any other insurance or self-insurance programs afforded to the Foundation; shall be endorsed to waive the insurance carrier's right of subrogation against The Foundation for the New Jersey Turnpike Hall of Fame, Inc. and its members, officers, agents, employees, guests, consultants and volunteers. The required policy limit may be provided by a combination of self-insurance and/or primary and excess coverages, provided that primary coverage shall be not less than \$1,000,000 and that the excess coverage shall be at least as broad as the primary policy.

(iii) **Workers' Compensation and Employers' Liability Insurance** coverage for Workers' Compensation shall be statutory limits. Employer's Liability Insurance coverage shall be not less than **\$1,000,000 Bodily Injury by Disease** each employee, **\$1,000,000 Bodily Injury by Accident** each accident, **\$1,000,000 Bodily Injury by Disease – Policy Limit**.

(iv) **Property Insurance** with a coverage limit of not less than **\$2,000,000**, which shall be written on an ISO form, or a substitute form providing at least equivalent coverage, and shall cover claims for real or personal property in the Authority's care, custody and control. The policy shall be on an All Risk basis and provide coverage for flood, earthquake and windstorms. Property of others, which the Authority is required to insure to a stipulated value, shall be valued at the replacement cost new, if replaced at the Authority's option; otherwise at the stipulated value, but not to exceed replacement cost new. Fine arts shall be valued at the appraised value; or if there is no appraisal, at the greater of the original acquisition cost or the market value at the time of loss.

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(vi) Additional Requirements. The foregoing policy or policies shall not be subject to reduction, termination or cancellation with respect to the Foundation unless at least thirty (30) days' prior written notice (10 days' notice for cancellation for non-payment) shall have been given to the Foundation by certified mail, return receipt requested or by a nationally-recognized overnight courier, by the carrier(s) issuing such policy(ies), which notice shall contain the policy number(s) to which the notice applies. Further, prior to any such cancellation, termination or reduction, the Authority shall provide a replacement policy(ies) to ensure that, at all times during the term of the Agreement, the Authority is satisfying the insurance requirements herein.

Section 6. General:

A. The Parties shall cooperate with each other in a timely manner in all respects during the Term of this Agreement so as to facilitate the purpose and intent of this Agreement.

B. The Parties shall notify each other in the manner prescribed herein and shall confer with each other on items addressed above as follows:

If to the Foundation:

The Foundation for the New Jersey Hall of Fame, Inc.
1037 Raymond Boulevard
Newark, NJ 07102
Attn: Jim Roberts

If to the Authority:

New Jersey Turnpike Authority
1 Turnpike Plaza
P. O. Box 5042
Woodbridge, New Jersey 07095
Attn: Director of Law

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All communications under this Agreement shall be in writing and sent via certified mail, return receipt requested, hand-delivered, or sent via nationally-recognized overnight courier and shall be directed to the address above or to such other address as either Party may request in writing.

C. This Agreement constitutes the entire agreement between the Authority and the Foundation concerning the funding, design, installation, coordination of the work and all other activities herein associated with the Display Exhibits and Naming Proposal. No modification or termination hereof shall be effective unless in writing and approved as required by law.

D. No Commissioner, officer, agent, trustee or employee of the Parties to this Agreement shall be held personally liable under any provision of this Agreement or because of its execution, breach or alleged breach thereof.

E. The Authority, in entering into this Agreement, does not in any way limit its exclusive authority over all Authority owned Right of Way and improvements of any nature constructed within the Authority's Right of Way or within public rights of way under the Authority's jurisdiction.

F. If any dispute or difference shall arise among any of the Parties with respect to the terms of this Agreement, the Parties shall meet in an effort to resolve the dispute or differences.

G. The Parties shall comply with all applicable laws regarding performance of this Agreement.

H. This Agreement shall bind and inure to the benefit of the Parties hereto and their respective successors and assignees. No third-party beneficiary rights are created pursuant to this Agreement.

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

J. This Agreement may be executed in two or more counterparts, all of which shall be deemed a duplicate original and all of which together shall constitute one and the same agreement. Electronic (e.g., pdf) and facsimile signatures shall be treated as original signatures.

IN WITNESS WHEREOF, the Authority has caused this instrument to be signed and attested by its duly authorized representative and the Foundation has caused this instrument to be signed by its duly authorized representative the day, month and year first written above.

[Signature Page to follow on next page]

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ATTEST: NEW JERSEY TURNPIKE AUTHORITY

By: _____
John M. Keller, Executive Director

ATTEST: THE FOUNDATION FOR THE
NEW JERSEY HALL OF FAME, INC.

By: _____
Jim Roberts, Executive Director

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EXHIBIT A

Montvale Service Area – James Gandolfini

Brookdale North Service Area – Larry Doby

Brookdale South Service Area – Connie Chung

Vauxhall Service Area – Whitney Houston

Cheesequake Service Area – Jon Bon Jovi

Monmouth Service Area – Judy Blume

Forked River Service Area – Celia Cruz

Atlantic Service Area – Frank Sinatra

OceanView Service Area – Toni Morrison

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