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 May 25th, 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 25th day of May, 2021.**

ATTEST:

Kim Schurman
Kim Schurman
Secretary to the Authority

John M. Keller
Executive Director

Corporate Seal

Date: **May 25, 2021**

Received in the Governor's Office May 25th, 2021

Received by:

Print Name

Signature

Veto Period Ends: June 4, 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: May 25, 2021

RE: **New Jersey Turnpike Authority Minutes**

This email is confirmation that the Authorities Unit received the minutes from the May 25, 2021 board meeting on May 25, 2021. The calculated veto date is June 9, 2021.

Thank you.

Attachment

cc: Lauren LaRusso

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PROCEEDINGS OF MEETING OF NEW JERSEY TURNPIKE AUTHORITY
BOARD OF COMMISSIONERS
Tuesday, May 25, 2021
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Treasurer DuPont (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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PRESENT by tele-conference

Present on the call were Chair Gutierrez-Scaccetti (Absent), Vice Chair Ulises Diaz (Absent), Treasurer Michael DuPont, Commissioner Raymond Pocino, Commissioner Ronald Gravino, Commissioner John Minella, Commissioner Raphael Salermo and Deputy DOT Commissioner Joseph Bertoni (designee for Chair Gutierrez-Scaccetti). 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; 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 Captain Raymond Smink, 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 Lauren LaRusso.

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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 (Absent)
2. Treasurer DuPont
3. Commissioner Pocino
4. Commissioner Gravino

5. Commissioner Minella
6. Commissioner Salermo
7. Deputy DOT Commissioner Joseph Bertoni (designee for 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 Commissioner Pocino and seconded by Deputy DOT Commissioner Bertoni 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 9:32 a.m. A motion was made by Commissioner Pocino and seconded by Commissioner Gravino to resume the public portion of the meeting at 9:34 a.m.

Secretary to the Authority Schurman takes Roll Call and the Following Were Present by teleconference:

1. Vice Chair Diaz (Absent)
2. Treasurer DuPont
3. Commissioner Pocino
4. Commissioner Gravino
5. Commissioner Minella
6. Commissioner Salermo
7. Deputy DOT Commissioner Joseph Bertoni

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 April 27, 2021; he did not exercise his power to veto any items in those minutes.

Upon motion made by Commissioner Salermo seconded by Commissioner Pocino 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 105 through 111 and 121

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PUBLIC COMMENT

None

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EXECUTIVE DIRECTOR COMMENTS

Executive Director Keller noted he is thankful the covid numbers are dropping and our

traffic volumes are rising, both positive signs that we are returning to normal. Executive Director Keller further noted this weekend marks the unofficial start to summer, and cautioned all of our patrons to slow down, put down your cell phones away and fasten your seatbelts.

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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 103-05-2021. Moved is the item as follows:

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103-05-2021

Human Resources Director Mary Elizabeth Garrity submitted the **Personnel Agenda**, dated May 25, 2021, and requested confirmation of the personnel matters contained therein. The Executive Director certified the recommendations for consideration.

On motion by Commissioner Minella 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

DIAZ	DuPONT	POCINO	GRAVINO	MINELLA	SALERMO	BERTONI
ABSENT	YES	YES	YES	YES	YES	YES

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LAW

Acting Director of Law, Ann C. Monica, requested approval of item numbers 104-05-2021. Moved is the items as follows:

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104-05-2021

In a memorandum dated May 13, 2021, **Authorization to Extend the Authority's Property Insurance Policies for Property located on the Garden State Parkway and the New Jersey Turnpike for Three (3) Months from June 15, 2021 to September 15, 2021 upon the same terms and conditions, R-164786, Budget Code: 010-822-441030 , Amount: not to exceed $1,731,712.00**, was approved.

The New Jersey Turnpike Authority (the "Authority") maintains property insurance for the protection of its physical assets and loss of revenue via a pro-rata share program consisting of nine (9) primary and excess carriers. Marsh USA, Inc., the Authority's broker of record, ("Marsh") is tasked with designing, marketing and implementing the 2021- 2022 renewal program. The

Authority is currently competitively procuring an insurance and risk management consultant, which process will not be completed in time for the successful proposer to have input into the property renewal process unless the renewal date is extended. In order to allow sufficient time for adequate preparation, it is recommended that the Authority extend the current policy for a period of three (3) months from June 15, 2021 to September 15, 2021. The underwriters have agreed to extend the policies upon the same general terms and conditions at a premium no greater than $1,731,712, subject to Commissioner approval.

After review and discussion with Law Department staff, Marsh recommends, and the Law Department agrees, that the Authority extend the coverage as set forth above.

It is therefore recommended that the Commissioners authorize extension of its property insurance program as set forth above. It is further recommended that the Executive Director, after consultation with the Authority's Law Department, be authorized to execute all documents and to take any and all further actions to effectuate the extension of the policies consistent with the intent of the recommendation.

On motion by Commissioner Minella and seconded by Commissioner Pocino the Board unanimously approved item number 104-05-2021; 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	BERTONI-
ABSENT	YES	YES	YES	YES	YES	YES

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ENGINEERING

Chief Engineer, Robert Fischer, requested approval of item numbers 105-05-2021 through 111-05-2021. Moved are the items as follows:

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PUBLIC BIDS SOLICITATIONS

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105-05-2021

In a document dated May 3, 2021, **Recommendation to Award Contract No. P200.537 Garden State Parkway, PFK-Mark III, Inc., Lighting Improvements at Interchanges 117 & 118, Milepost 118, R-163470, Budget Code: 5000042002, Amount: $4,053,063.00**, was approved.

This contract will provide for of the removal and replacement of utility owned lighting, and installation of new Authority owned lighting at Interchanges 117 & 118 in Monmouth County. All work on this contract is expected to be substantially completed by July 2022.

Three bid proposals were received on April 6, 2021 for the above publicly advertised contract, as shown on the attached bid summary sheet. The low bid proposal in the amount of

$4,053,063.00 may be compared to the second low bidder in the amount of $4,680,000.00. The bids were significantly lower than the Engineer's Estimate in the amount of $5,977,420.00 likely due to availability and access to equipment, significant contract quantities and familiarity with NJTA standard since PKF is also holding similar lighting contract T200.509. The low bidder, PFK-Mark III, Inc. has performed work for the Authority and is considered competent to complete this contract.

It is, therefore, recommended that Contract No. P200.537 be awarded to the low bidder, PFK-Mark III, Inc. of Newtown, Pennsylvania in the amount of $4,053,063.00. 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.

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106-05-2021

In a document dated May 3, 2021, **Recommendation to Award Contract No. T200.574 New Jersey Turnpike, Stavola Contracting Co., Inc., Roadway Resurfacing, Milepost 0 to 122 (2021), R-164121, Budget Code: 0390036003, Funding Allocation: $9,200,000.00 FY 2021, $ 989,560.69 FY 2022, Amount: $10,189,560.69**, was approved.

This contract will provide for the removal and resurfacing of asphalt surface course pavement exhibiting moderate to severe distress along Turnpike mainline roadways, ramps, shoulders, maintenance U-turns, toll plazas and other incidental work at various locations from Milepost 0 to 122 in Salem, Gloucester, Camden, Burlington, Mercer, Middlesex, Union, Essex, Hudson and Bergen Counties. All work on the contract is expected to be substantially completed in 2021.

Four bid proposals were received on April 27, 2021 for the above publicly advertised contract, as shown on the attached bid summary sheet. The low bid proposal in the amount of $10,189,560.69 may be compared to the second low bidder in the amount of $10,484,000.00. The bids were lower than the Engineer's Estimate in the amount of $12,982,650.00 likely due to the low bidder taking advantage of their continued presence on the Turnpike roadway, current workload, as well as their ability to self-produce asphalt mixes. The low bidder, Stavola Contracting Co., Inc. has performed work for the Authority and is considered competent to complete this contract.

It is, therefore, recommended that Contract No. T200.574 be awarded to the low bidder, Stavola Contracting Co., Inc. of Tinton Falls, New Jersey in the amount of $10,189,560.69 which

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is allocated as follows: $9,200,000.00 for FY 2021 and $989,560.69 for FY 2022. 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

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107-05-2021

In a document dated April 22, 2021, **Recommendation to Issue Order for Professional Services Nos. A3813 & A3814, New Jersey Turnpike and Garden State Parkway, BEM Systems, Inc. – OPS No. A3813, Mott MacDonald, LLC – OPS No. A3814, Order for Professional Services No. A3813, On-Call Environmental Remediation and Compliance Services at Various Locations Along the Turnpike and Parkway Roadways, R-164143, Budget Code: Various, Amount: $2,000,000.00, and, Order for Professional Services No. A3814, On-Call Environmental Services at Various Locations Along the Turnpike and Parkway Roadways, R-164145, Budget Code: Various, Amount: $2,000,000.00**, was approved.

Through this single procurement process, the Authority has selected two environmental engineering consultants to perform on-call environmental investigation, remediation, and compliance services at various locations along the Turnpike and Parkway roadways. The consultants will provide the professional services for specific tasks only after receiving written authorization through the Work Release Authorization Form process. The projects will be funded on a task-by-task basis under various budgets, pending availability of funds. All services provided will be performed in accordance with current New Jersey Department of Environmental Protection regulations. The term of each OPS is 4 years.

These assignments are classified as "Simple Projects" since the scopes of work are clearly defined and not likely to change during the course of the project, and the cost of each is not to exceed $2,000,000.00. The Solicitation for Expressions of Interest (EOIs) was posted on the Authority's website and twenty (20) engineering firms were prequalified and eligible under Profile Codes: C-195 Soil & Groundwater Remedial Investigation; C-196 Soil & Groundwater Remediation Design and C-197 Remediation Systems: Operation and Maintenance. Nine firms submitted EOIs by the closing date of March 10, 2021.

The scoring of the EOIs by the Review Committee resulted in the following order of

ranking: 1) BEM Systems, Inc.; 2) Mott MacDonald, LLC; 3) Dresdner Robin Environmental Management, LLC and 4) H2M Associates, Inc. The final scoring resulted in BEM Systems, Inc. and Mott MacDonald, LLC being the highest technically ranked firms. A fee proposal was not required to be submitted because the fee for each task will be negotiated independently in conjunction with the Work Request Authorization process.

It is, therefore, recommended that Order for Professional Services No. A3813 be issued to the firm of BEM Systems, Inc. of Chatham, NJ, not to exceed the amount of $2,000,000.00. This amount includes reimbursement of direct salaries times a maximum multiplier of 2.8 to cover the cost of fringe benefits, overhead and profit, plus authorized direct non-salary expenses.

It is further recommended that Order for Professional Services No. A3814 be issued to the firm of Mott MacDonald, LLC of Iselin, NJ, not to exceed the amount of $2,000,000.00. This amount includes reimbursement of direct salaries times a maximum multiplier of 2.8 to cover the cost of fringe benefits, overhead and profit, plus authorized direct non-salary expenses.

The issuance of these OPS' 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 (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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108-05-2021

In a document dated May 4, 2021, **Recommendation to Issue Order for Professional Services No. T3819, New Jersey Turnpike, Johnson, Mirmiran & Thompson, Inc., Supervision of Construction Services for Contract No. T200.574, Roadway Resurfacing, Milepost 0 to 122 (2021), R-164148, Budget Code: 0390036003, Funding Allocation: $1,000,000.00 FY 2021, $ 425,000.00 FY 2022, Amount: $1,425,000.00**, was approved.

This Order for Professional Services will provide supervision of construction services for Contract No. T200.574, Roadway Resurfacing, Milepost 0 to 122 (2021). 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 "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 fifty-three (53) engineering firms were prequalified and eligible under Profile Codes: B-153, Roadway Construction Inspection and B-154, Roadway Resurfacing Inspection. Six firms submitted EOIs by the closing date of April 15, 2021.

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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) Johnson, Mirmiran & Thompson, Inc.; 2) Aptim Environmental & Infrastructure, LLC; and 3) KS Engineers, P.C. The fee submitted by Johnson, Mirmiran & Thompson, Inc. has been reviewed and is considered to be fair and reasonable for the services to be provided.

It is, therefore, recommended that Order for Professional Services No. T3819 be issued to the firm of Johnson, Mirmiran & Thompson, Inc. of Trenton, New Jersey, in an amount not to exceed $1,425,000.00 which will be allocated as follows: $1,000,000.00 for FY 2021 and $425,000.00 for FY 2022. This amount includes reimbursement of direct salaries times a maximum multiplier of 2.30 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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109-05-2021

In a document dated May 7, 2021, **Recommendation to Issue Supplement B to Order for Professional Services No. P3421, Garden State Parkway, Atkins North America, Inc., Program Management Services for the Garden State Parkway, Widening between Interchanges 30 and 48, R-165068, Budget Codes: 5000026002 ($1,200,000.00) / 5000026003, ($1,600,000.00), Original OPS Amount: $6,900,000.00, Amount of Supplement A: $ 1,700,000.00, Amount of Supplement B: $ 2,800,000.00, Revised OPS Amount: $11,400,000.00**, was approved.

This Order for Professional Services was approved at the November 2011 Commission Meeting, in the amount of $6,900,000.00. It provides program management services including the coordination, oversight and reporting activities required to facilitate the Final Design of Phase 3 of the Garden State Parkway 30 to 80 Widening Program. Phase 3 widened the Parkway from Milepost 35 to 48 and improved interchanges in both the northbound and southbound directions and coordinated with the proposed improvements at Interchanges 41 and 44. Extensive coordination was required due to the involvement of several consulting engineers, the ongoing improvements at Interchanges 41 and 44, and conformance to the approved Widening Program permits.

Supplement A compensated Atkins North America, Inc. for additional Program Management services and data collection required for the advancement of the Shoulder

Widening of the Garden State Parkway from Milepost 30 to 35. This final section of the Program was part of the fast track projects included in the recently allocated funds to address necessary infrastructure deterioration and safety improvements to the Turnpike and Parkway as quickly as possible. Due to the fast track service required to complete design in December 2019, this supplement completed the mapping, collect soil borings, advance utility coordination, and administer a drainage pipe cleaning and video inspection program. This information was necessary to advance the final design and to prepare construction contract documents that were performed under OPS No. P3411.

Supplement B will compensate Atkins North America, Inc. for professional services required for the advancement of preliminary engineering of improvements at Garden State Parkway Interchanges 13, 29 and 30. These interchanges were identified as requiring operational improvements in the recently approved 2020 Long Range Capital Plan (Plan). This supplement will provide for preliminary engineering design services, including data collection, additional mapping and advanced utility coordination at Interchange 13, Interchanges 29 and 30 including the roadway between Interchanges 29 and 30, in order to meet the schedule of the approved Plan.

It is, therefore, recommended that Supplement B to Order for Professional Services No. P3421 be issued to Atkins North America, Inc. not to exceed the amount of $2,800,000.00 which will be allocated as follows: $1,200,000.00 for Fund No. 5000026002 and $1,600,000.00 for Fund No. 5000026003 with compensation on the same basis as the original Order for Professional Services. The addition of this amount increases the total authorized fee from $8,600,000.00 to $11,400,000.00. The original contract was procured pursuant N.J.S.A. 52:34-9.1 et seq. and N.J.A.C. 19:9-2.8.

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FINAL ACCEPTANCES

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110-05-2021

In a document dated May 6, 2021, **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**, was approved.

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Contract No.	Contractor	Award Total Amount	No. of Change Orders	Additions/ Reductions	Final Total Contract Amount	Final Payment Amount
A200.500	Daidone Electric, Inc.	$4,000,000.00	2	$476,631.14	$4,476,631.14	$89,532.62
A500.442	USA General Contractors Corp.	$4,000,000.00	3	($1,417.42)	$3,998,582.58	$948.95
Total						$90,481.57

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

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111-05-2021

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

- Construction Contract Progress Summary
- Change Order Summary

On motion Commissioner Gravino and seconded by Commissioner Salermo the Board unanimously approved item nos. 105-05-2021 through 110-05-2021; 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 111-05-2021 and received same for file.

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ROLL CALL

DIAZ	DuPONT	POCINO	GRAVINO	MINELLA	SALERMO	BERTONI
ABSENT	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 112-05-2021 through 119-05-2021. Moved are the item as follows:

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PUBLIC BIDS

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112-05-2021

In a document dated May 13, 2021, **Trailer-Mounted Crack Sealing Units (3), W.E. Timmerman Co., Inc., R-163847 (Operations), Budget Code: 049 00 500 156555 0490016000, Amount: $ 217,590.00**, was approved.

Under this contract, the vendor will provide three (3) trailer-mounted crack sealing units for use by the Maintenance Division of the Operations Department to repair both asphalt and concrete on both Roadways. Bidders were required to quote unit and total prices for the equipment. The bid was fully advertised and the nine (9) vendors listed in the Authority's database for this equipment were notified of the procurement. On April 27, 2021, one compliant bid was received as follows:

Vendor	Unit Price	Total Bid Price
W.E. Timmerman Co., Inc. Whitehouse, NJ	**$ 59,000.00**	**$217,590.00**

Departmental Estimate: $210,000.00

Non-Compliance:

Additional bids were received from Crafco, Inc. ("Crafco") of Chandler, AZ in the amount of $162,134.45 and Patch Management, Inc. ("Patch Management") of Fairless Hills, PA, in the amount of $179,667.00. Upon review, these bids have been deemed non-compliant.

The bid received from Crafco noted numerous significant exceptions to the Bid Specifications. For examples: Crafco proposed a unit with a tank capacity of 250 gallons versus the specified 275 gallons (9% less capacity), a pumping system with a 0-6 gallons per minute (GPM) capacity versus the specified 0-8 GPM capacity (25% less pumping capacity), a diesel burner with an output of 270,000 BTU's versus the specified output of 420,000 BTU's (55.5% less operating output) and a heat transfer jacket with a capacity of 49 gallons of heat transfer oil versus the specified minimum capacity of 118 gallons (58% smaller area to heat material), all of which negatively impact the efficiency of the equipment Thus, it is recommended that the bid submitted by Crafco, Inc. be rejected.

The bid received from Patch Management failed to include a form of Bid Security as required in the Instructions to Bidders, specifically Section IV, paragraph B. Bid Security. This provision requires a Bidder to submit either a: (1) Letter of Surety; or (2) Proposal Bond in the amount of 10% of its bid price; or (3) Cashier's Check in the amount of 10% of the bid price. Thus, it is recommended that Patch Management's bid 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 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 W.E. Timmerman Co., Inc.

033348

in an amount not to exceed $217,590.00.

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113-05-2021

In a document dated May 11, 2021, **Derrick Utility Body Vehicle, Altec Industries, Inc., RM-164054 (Operations), Budget Code: 049 00 500 156555 0490016000, Amount: $ 263,855.00**, was approved.

Under this contract, Altec Industries, Inc. will supply one (1) derrick utility body vehicle with accessories for use by the Buildings Division of the Operations Department. The truck is replacing an existing older model that has reached its' life expectancy and will be sold as surplus if feasible. The bid was fully advertised and the ten (10) vendors listed in the Authority's database for the referenced commodity were notified of the procurement. On April 27, 2021, one (1) bid was received as follows:

Vendor	Total Bid Price
Altec Industries, Inc., Plains, PA	**$ 263,855.00**

Departmental Estimate: $280,000.00

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 Altec Industries, Inc. for one (1) derrick utility body vehicle for a total amount not to exceed $263,855.00.

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114-05-2021

In a document dated May 17, 2021, **Three-Year Purchase Options, At prior Board of Commissioners Meetings, the Authority awarded publicly bid contracts to the vendors listed herein for the referenced equipment. The contracts included a 3-year option to purchase additional equipment which conforms to the original specifications for two additional model years**, was approved.

Original Award Meeting Date and Item No.	Description	Vendor Name	Requisition/ Budget Code	Quantity/ Unit Price		Total Amount	% Model Year Increase
March 26, 2019 085-03-2019	4-Wheel Drive Low-Body utility Vehicles	Route 23 Automall, LLC	R-164335 (Operations) 049 00 500 156555 0490016005	3	$68,571.10	$205,713.30	7%
June 23, 2020 162-06-2020	Digger-Derrick Utility Body Vehicle	Altec Industries, Inc.	R-164217 (Operations) 049 00 500 156555 0490016000	1	$249,950.00	$249,950.00	3.7%

These contracts were originally bid and awarded 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). The contracts are in compliance with Public Law 2005, Chapter 51 and Executive Order No. 117 (Corzine 2008).

Accordingly, authorization is requested to exercise the contract options of each of these contracts in order to purchase the stated equipment not to exceed the stated total amounts for each contract.

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STATE/GOVERNMENT CONTRACTS

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115-05-2021

In a document dated May 7, 2021, **Toyota RAV 4 Hybrid Vehicles (4), Hudson Motors Partnership, R-164260 (Operations), Budget Code: 049 00 500 156555 0490016007, State Contract No. 20-FLEET-01394 expiring 02/18/2023, Amount: $ 143,588.00 ($35,897.00 each),** was approved.

Under this contract, Hudson Motors Partnership will provide four (4) 2021 Toyota RAV 4 all-wheel drive vehicles equipped with hybrid gas/electric engines at a unit price of $35,897.00 each. These vehicles are part of the Authority's Vehicle Program to replace old, 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 under NJ State Contract No. 20-FLEET-01394, expiring 02/18/2023.

This procurement, under State Contract No. 20-FLEET-01394, 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. 20-FLEET-0134 for four (4) 2021 Toyota RAV 4 hybrid vehicles to Hudson Motors Partnership for a total amount not to exceed $143,588.00.

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116-05-2021

In a document dated May 7, 2021, **Video Camera Storage Hardware Warranty Coverage, SHI International Corp., R-163981 (ITS), Budget Code: 390 00 830 156555 39005013IT, State Contract No. 89968 expiring 07/31/2021, Amount: $ 305,033.86 (3-year contract)**, was approved.

Under this contract, SHI International Corp. will provide the Authority with an extension of the ProSupport warranty coverage for the current Dell Isilon storage subsystem, which is utilized in conjunction with the Genetec System to archive surveillance video. This contract will extend coverage through January 31, 2024. This video camera storage hardware warranty coverage is

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available from NJ State Contract No. 89968, expiring 07/31/2021.

This procurement, under State Contract No. 89968 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 89968 provides access to several authorized dealers, therefore, requires agencies to seek multiple quotes to ensure the most competitive pricing. Quotes were solicited from three (3) authorized dealers, and one (1) quote was received as follows:

Vendor	**Total Price**
SHI International Corp., Somerset, NJ	**$ 305,033.86**

This procurement, under State Contract Nos. 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. 89968 for video camera storage hardware warranty coverage to SHI International Corp. for an amount not to exceed $305,033.86.

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117-05-2021

In a document dated May 7, 2021, **Bridge Inspection Software, SHI International Corp., R-164473 (ITS), Budget Code: 010 00 830 121020, State Contract No.89851, expiring 06/30/2021, Amount: $ 281,337.00**, was approved.

Under this contract, SHI International Corp. will provide annual license renewal and enhanced support of the Assetwise Asset Reliability Inspections (AWARI Software as a Service) for the Authority's InspectTech Bridge Inspection Software. This contract includes professional services and support as well as service subscription and data transfer service to periodically populate NJDOT's Combined Inspection System (CombIS) with data from the Authority. These licenses and support are available from NJ State Contract No. 89851, expiring 06/30/2021.

This procurement, under State Contract No. 89968, 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 M-0003 provides access to several software providers and, therefore, requires agencies to seek multiple quotes to ensure the most competitive pricing. Quotes were solicited from five (5) authorized software re-sellers and one (1)

quote was received as follows:

Vendor	Total Price
SHI International Corp., Somerset, NJ	**$281,337.00**

Accordingly, authorization is requested to award a contract to SHI International Corp. in a total amount not to exceed $281,337.00.

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PROFESSIONAL SERVICES

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118-05-2021

In a document dated May 24, 2021, **Insurance and Risk Management Consulting Services (Re-Solicitation), Turner Surety and Insurance Brokerage, Inc., RM-159970 (Law), Budget Code: Various, Amount: $ 396,000.00 (3-Year contract)**, was approved.

The New Jersey Turnpike Authority ("Authority") issued a request for proposal ("RFP") to engage the services of an insurance and risk management consultant ("Risk Consultant") to advise Authority personnel on its insurance programs and to provide enterprise risk management services ("Services"). Among other assignments, the Risk Consultant would review and provide advice on the Authority's insurance policies and participate in insurance renewal procurements. In addition, the Consultant would perform a full review of the Authority's operations, create a master plan to prioritize its risk management goals and provide a timetable for implementing the recommendations identified in the master plan. The RFP was advertised on April 8, 2021 and posted on the Authority's and the State's websites. In addition, it was distributed to 26 firms listed in the Authority's database for these Services. The contract will be for a term of three years, with the option to extend for two additional one-year terms at the Authority's discretion. On or before the closing date of May 6, 2021, the Authority received proposals from the following three (3) firms:

Albert Risk Management Consultants – Needham, MA

Brown & Brown Metro, LLC – Roseland, NJ

Turner Surety and Insurance Brokerage, Inc. – Saddle Brook, NJ

An Evaluation Committee (the "Committee"), which was approved by the Executive Director, consisted of personnel from the Authority's Law, Human Resources and Internal Audit Departments. One non-voting member from the Procurement and Materials Management Department also served on the Committee. The Committee reviewed the proposals based on the criteria set forth in the RFP and detailed its recommendations in an evaluation report.

The Committee invited all three firms to make oral presentations. Following these presentations and subsequent interviews, each firm was invited to submit a best and final offer ("BAFO") regarding its fee proposal. The Committee re-scored the firms based on the written

proposals, oral presentations, responses to questions and BAFOs.

The proposal submitted by Turner Surety and Insurance Consultants ("TSIB") outlined a team with significant and varied experience providing consulting services in New Jersey. Their written proposal provided information regarding their services and relevant experience with large governmental entities in New Jersey, and at least one large transportation entity. The proposed staffing included a client executive with many years of experience protecting the integrity of clients' insurance programs, as well as other individuals with significant experience in claims management, loss control, account management and consulting. Their employees also included a Director of Diversity Assurance who would assist with potential uses of Small Business Enterprises ("SBE's") for the proposed services. During their oral presentation, TSIB outlined their agency focus and indicated their vision of being a premier provider of services was similar to the Authority's. They further explained the strengths of the proposed team and introduced the two (2) persons who were proposed to be the lead Enterprise Risk Management ("ERM") consultant and the lead Claims and Loss Control consultant, both of whom had notable experience in their respective areas. TSIB proposed the lowest hourly fees for services at $110.00/hour for the three-year term and $121.00/hour for the optional extensions, if exercised. The Authority estimates the service hours required to be approximately 1,200 annually. TSIB proposed a fee cap of $155,000.00 annually for the three-year term and $170,000.00 for the optional extensions, if exercised, should significantly more service hours be required.

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). 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 three-year contract to Turner Surety and Insurance Brokerage, Inc. for the Services in an amount not to exceed $396,000.00 (based on 3,600 service hours) for the three-year term, subject to funding availability at the time of service. Authorization is further requested for the Executive Director to approve each of two, optional one-year extensions upon satisfactory performance by Turner Surety and upon recommendation of the Law Department. If the Authority opts to extend the contract for the two additional one-year terms, the amount will not exceed $121,000.00 annually for the fourth year and fifth years (based on 1,200 service hours annually), subject to funding availability at the time of service. It is also requested that the Executive Director be authorized to take such actions and to execute any and all documents as may be deemed necessary and appropriate to further the intent and purpose of the authorizations stated herein.

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SOLE SOURCE CONTRACTS

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119-05-2021

In a document dated May 7, 2021, **2021 Renewal of Oracle Software License and Technical Support Services Agreement, Oracle America, Inc., R-164301 (ITS), Budget Code: 010 00 830 121020, Amount: $932,927.00**, was approved.

Authorization is requested to award a sole source contract to Oracle America, Inc. ("Oracle") for the renewal of the Software Licenses and Technical Support Services Agreement (collectively, "Software Agreement") for all Oracle products. Under the Software Agreement, Oracle will continue to provide technical support and software updates to the Authority's Enterprise Resource Planning (ERP) software and various mission critical Oracle databases which store data for the ERP, tolls, and Geographic Information systems. Support and maintenance include patches and updates, as well as troubleshooting and error recovery assistance.

The Oracle software is proprietary to Oracle, which is the publisher and holder of all related copyrights. Oracle is thus the only vendor which has access to the source codes needed to debug, upgrade and support the Oracle software. Therefore, no other vendor is capable of providing the services required by the Authority. In addition, this is an exceptional circumstance as these software services are necessary for the operation the Authority's database management systems as well as the PeopleSoft Financials and HCM modules which serve the Authority's procurements, accounts payables, payroll, human resources and other vital functions.

Thus, it is recommended that this award be made without public advertisement 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 and consistent with Executive Order No. 37 (Corzine 2006). 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 sole source contract to Oracle America, Inc. for the annual renewal of the Software Agreement for an amount not to exceed $932,927.00.

RESOLUTION FOR SOLE SOURCE PROCUREMENT

SOFTWARE LICENSE AND TECHNICAL SUPPORT SERVICES AGREEMENT

WITH ORACLE AMERICA, INC.

WHEREAS, the New Jersey Turnpike Authority's Integrated Technology Services Department has requested the award of a sole source contract for renewal of the Software Licenses and Technical Support Services Agreement (collectively, "Software Agreement") with Oracle America, Inc. ("Oracle"); and

WHEREAS, the Oracle software is copyrighted and proprietary and, therefore, of a unique and confidential nature that will not allow for generic or standard specifications for

procurement through competitive solicitation by public advertisement; and

WHEREAS, the Oracle software can only be procured from Oracle through direct negotiation of the Software Agreement; 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 the award of a contract for the renewal of the Authority's Software Licenses and Technical Support Services Agreement with Oracle America, Inc. for the period July 1, 2021 through June 30, 2022, for an amount not to exceed $932,927.00 as a sole source exception to procurement by public advertisement as 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 Commissioner Pocino and seconded by Commissioner Gravino the Board unanimously approved item numbers 112-05-2021 through 119-05-2021; 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	BERTONI
ABSENT	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 120-05-2021. Moved is the item as follows:

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120-05-2021

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 04/30/2021; with 2020-2021 Yearly Comparisons through April 2021**.

On motion by Commissioner Minella and seconded by Commissioner Gravino the Board unanimously accepted item number 120-05-2021; and authorized or ratified, as presented, the recommendations contained therein; and received and filed the memoranda.

Director of Operations Kevin Dunn requested acceptance of item number 121-05-2021. Moved is the item as follows:

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121-05-2021

In a document dated May 17, 2021, **All work performed on the construction contracts listed below has been completed in accordance with the contract documents and to the satisfaction of the Operations Department. Accordingly, it is recommended that these contracts 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 Contractors upon Final Acceptance**, was approved.

Contract No.	Contractor	Award Total Amount	Number of Change Orders	Additions / Reductions	Final Total Contract Amount	Final Payment Amount
T700.503	South State, Inc.	$ 1,059,546.00	1	$ 140,217.86	$ 1,199,763.86	$ 165,195.32
T500.444	Pravco, Inc.	$ 415,180.00	3	$ 98,472.00	$ 513,652.00	$ 38,175.60
A200.452	Traffic Lines, Inc	$ 3,268,000.00	4	$ 1,263,793.85	$ 4,531,793.85	$ 90,635.88
Total						$ 294,006.80

The Certification and Recommendation for Final Acceptance has been executed by the Engineers, the General Consultant and the Director of Operations. 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, each Contractor has certified that there are no liens outstanding against the Contractor. Accordingly, it is recommended that the contracts listed above be accepted and final payment in the amounts shown above be made to each Contractor.

On motion by Commissioner Minella and seconded by Commissioner Salermo the Board unanimously approved item number 121-05-2021; 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	BERTONI
ABSENT	YES	RECUSED	YES	YES	YES	YES

Captain Raymond Smink requested acceptance of item number 122-05-2021. Moved is the item as follows:

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122-05-2021

Captain Smink requested acceptance of the **New Jersey State Police Troop D Activity Reports** for April 2021, with 2020– 2021 Yearly Comparisons.

On motion by Commissioner Gravino and seconded by Commissioner Pocino the Authority unanimously accepted the reports contained in item number 122-05-2021 and received same for file.

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FINANCE

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Chief Financial Officer Donna Manuelli requested acceptance of item number 123-05-2021. Moved is the item as follows:

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123-05-2021

Chief Financial Officer Donna Manuelli presented the **Financial Summary for the Four (4) months ended April 30, 2021**, was accepted.

On motion by Commissioner Salermo and seconded by Commissioner Pocino the Board unanimously accepted item number 123-05-2021; and authorized or ratified, as presented, the recommendations contained therein; and received and filed the memoranda.

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EXECUTIVE

Deputy Executive Director James Carone requested approval of item number 124-05-2021. Moved is the item as follows:

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124-05-2021

In a memorandum dated April 29, 2021, **Authorization to Enter into a Memorandum of Agreement with IFPTE Local 200/200A and the New Jersey Turnpike Authority for a Successor Collective Bargaining Agreement,** was approved.

On April 29, 2021, Local 200 and 200A, I.F.P.T.E., AFL/CIO-CLC and the New Jersey Turnpike Authority entered into a Memorandum of Agreement ("MOA") relative to but not limited to; compensation, health benefits and other work rule revisions. The MOA has a term of July 1, 2019 through June 30, 2023.

This MOA provides for across the board salary increases for Local 200/200A employees subject to, certain salary ranges, as follows:

- Effective July 1, 2019 – 2%
- Effective July 1, 2021 – 2%
- Effective January 1, 2022 – 2%
- Effective July 1, 2022 – 2%

The fully executed MOA shall be made a part of this authorization and both parties recognize and agree that this MOA represents the entire understanding of parties.

Therefore, approval of this MOA is respectfully requested. It is also requested to authorize the Executive Director to authorize all documents relative to this MOA.

[Memorandum of Agreement with IFPTE Local 200/200A and New Jersey Turnpike Authority attached]

On motion by Commissioner Gravino and seconded by Commissioner Pocino the Board unanimously approved item number 124-05-2021; 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	BERTONI
ABSENT	YES	YES	YES	YES	YES	YES

Deputy Executive Director James Carone requested a motion to **table** item number 125-05-2021.

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125-05-2021

In a memorandum dated May 24, 2021, **Authorization for Executive Director to (i) Consent to Assignment of Operating Agreement for New Jersey Turnpike and Garden State Parkway Restaurants, and (ii) Enter into Agreement Assigning All Rights and Obligations of HMS Host Tollroads, Inc. under the Operating Agreement to Iris Buyer, LLC**, was tabled.

The New Jersey Turnpike Authority (the "Authority") and Host Tollroads, Inc. ("Host") entered into (i) an Operating Agreement for New Jersey Turnpike and Garden State Parkway Restaurants, dated September 12, 2017 (the "Operating Agreement"), pursuant to which Host operates and manages Authority-owned Service Area Restaurants and (ii) a Memorandum of Agreement, dated April 16, 2020, subsequently amended (the "MOU"), addressing construction funding for certain Authority Service Areas (the Operating Agreement and MOU, collectively, are referred to herein as the "Agreement").

Host recently advised the Authority that it is contemplating a sale of its holdings, including the Agreement, to an entity known as Iris Buyer, LLC ("Iris"), which is scheduled to close on or about June 30, 2021 (the "Contemplated Transaction"). Iris is presently comprised of a consortium of Applegreen Ltd. and Blackstone Infrastructure Partners. Pursuant to the Agreement, Host is required to obtain the Authority's consent to the Contemplated Transaction before consummating same (the "Consent"). The Authority has discussed the Contemplated Transaction with Host and has concluded that a Consent would be within the Authority's interest, subject to the following contingencies:

1. Host shall pay to the Authority a Transfer Fee in the amount of $500,000 as required pursuant to the terms and conditions of the Agreement. The Transfer Fee shall be paid prior to the closing on the Contemplated Transaction. In the event that the Contemplated Transaction does not close, the Transfer Fee shall be retained by the Authority and applied first to reimburse the Authority for its actual expenses related to the negotiation and preparation of the Consent and Assignment, and the remainder shall be applied toward satisfaction of any outstanding financial obligations then due from Host under the Agreement..

2. The Authority shall be paid at closing all amounts due and owing to the Authority, pursuant to the Agreement, through the date of the closing. A full accounting of all amounts then

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due and owing to the Authority will be included as an exhibit to the Consent.Iris will provide the Authority with a new parent guaranty, guarantying Iris's performance under the Agreement.

3. Iris and the Authority shall enter into an Assignment and Amendment Agreement that will assign the Agreement to Iris and amend the Agreement to reflect the inclusion of (a) a new parent guaranty; (b) an updated and modified construction schedule to address adjustment to interim construction completion dates for certain Service Areas, except that the final construction completion dates shall not change; and (c) a confirmation that Iris is amenable to negotiating with the Authority to include Vauxhall and Brookdale South as part of the Service Areas to be operated by Iris pursuant to the Agreement.

4. Iris will commit to working cooperatively with the Authority's Service Area Gasoline Operator, Sunoco Retail, LLC., and maintain an amicable working relationship among the Authority, Iris and Sunoco.

5. HMSHost Corporation, the current parent guarantor under the Agreement, shall provide the Authority with written confirmation of its commitment to guaranty Host's performance under the Agreement from now through closing of the Contemplated Transaction and, in the event that the closing does not occur, then for as long as the Agreement with Host continues.

6. The Consent will be delivered to Host, in escrow, pending satisfaction of all the above conditions at closing of the Contemplated Transaction.

In view of the foregoing, it is recommended that authorization be delegated to the Executive Director to provide written Consent, subject to the contingencies set forth above, to HMS Host Tollroads, Inc. to assign the Agreement to Iris Buyer, LLC, a consortium of Applegreen Ltd. and Blackstone Infrastructure Partners, and to execute an Assignment and Amendment Agreement, assigning all rights and liabilities of Host to Iris, and amending the Agreement as assigned accordingly. Additionally, it is recommended that authorization be provided to the Executive Director to undertake any such other actions and execute such other documents as may be necessary to implement the foregoing.

On motion by Commissioner Minella and seconded by Commissioner Pocino the Board unanimously voted to table item number 125-05-2021.

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The motion to adjourn was made by Commissioner Pocino and seconded by Treasurer DuPont, and, after the voice vote, the motion was duly adopted. The Board of Commissioners adjourned the meeting at 10:09 a.m. and advised that it will be held again on Tuesday, June 22, 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: May 25, 2021

4-27-21 Final Local 200 MOA

MEMORANDUM OF AGREEMENT

IFPTE Local 200/200A

-and-

New Jersey Turnpike Authority

The New Jersey Turnpike Authority ("Authority") and Local 200/200A of the International Federation of Professional and Technical Engineers, AFL/CIO-CLC ("Local 200" or the "Union"), having engaged in negotiations for an agreement to succeed the current Collective Bargaining Agreement ("CBA") between the Authority and the Union that expired on June 30, 2019, hereby agree to the following amendments to the CBA as set forth below.

This Memorandum of Agreement ("MOA") represents a complete package and no individual element of this MOA is acceptable to the parties absent an agreement to the complete package set forth herein. Therefore, the parties hereby agree to amend the CBA as follows:

1. Joint MOA: The parties agree to all aspects of the Joint MOA, which is attached hereto as Exhibit A.

2. Health Benefits: There shall be an open enrollment held as soon as practicable following ratification of this MOA to allow employees the option of selecting the New Direct Access Plan. The open enrollment will occur through June 30, 2021. For those employees that enroll in the New Direct Access Plan on or before June 15, 2021, the New Direct Access Plan benefits and employee contributions shall be effective June 1, 2021. For those employees that enroll in the New Direct Access Plan between June 16, 2021 and June 30, 2021, the New Direct Access Plan benefits and employee contributions shall be effective July 1, 2021.

   Employees who select the New Direct Access Plan on or after June 1, 2021 can remain in the new Direct Access Plan through December 31, 2022, and may opt to return to the Current Direct Access Plan in calendar year 2023 or during an open period in 2021 or 2022. After December 31, 2022, employees who remain in the New Direct Access Plan or enroll in the New Direct Access Plan for the first time, shall not be permitted to reenroll in the Current Direct Access Plan.

3. Article IX-A(3), Productivity Incentive Program: Effective July 1, 2021, reinstitute the annual incentive bonus for Supervisors that receive a "pass" rating in the amount of $225.00.

4. Article XVI-N, Meal Allowance: Effective July 1, 2021, the meal allowance shall be increased to $15.00 for all employees.

5. Master Technician Certification: Effective July 1, 2021, employees in the job title of "Automotive Foreman" that receive an Automotive Service Excellence ("ASE")/Master Technician Certification shall receive a one-time increase in base salary of 4.00%, which shall remain intact so long as the employee remains in this job title and maintains the certificate.

6. Article XVI(I), Uniform Allowance: Effective July 1, 2021, restore $600 uniform allowance for Toll Supervisors, payable at a flat rate of $23.08 per bi-weekly pay period. [Note: Maintenance Supervisors retain their $500 uniform allowance.]

7. Essential Employees: Four employees that are assigned to the Administration Building during a State of Emergency shall be deemed to be non-essential.

8. Assigned Vehicles: Traffic Control Supervisors on call 24/7 shall be able to drive their assigned Turnpike vehicles home as per the terms of the agreement previously reached between the parties.

   A MOA appended to the parties' collective bargaining agreement shall read:

   Memorandum of Agreement – On-call Traffic Control Supervisors

   The Turnpike and Local 200 agree that Traffic Control Supervisors, who are on-call 24/7, shall be entitled to drive their assigned vehicles to and from home.

On behalf of Local 200	On behalf of the Turnpike
_____	_____
Dated:	Dated:

9. Non-Revenue EZ Pass: Effective July 1, 2021, non-revenue EZ Pass shall be provided to all employees in the bargaining unit to use for travel from: (a) home to the work location, and (b) from the work location to home.

10. Article XVI-P(6), Separation Bonus: Effective for employees that retire on or after July 1, 2020, the separation bonus shall be reinstated for those that retire with 10 or more years of service at an amount of $550 for each full year of service ($600 for each year of service for Interchange Managers).

11. Article XIII-A(2)(b)(ii), Personal Days: Effective January 1, 2021, personal days for Toll Plaza Supervisors shall be increased from 5 to 6 personal days per year.

12. Article VIII-G(3), Interchange Manager Shifts: Effective May 1, 2021 the 11:00 a.m. to 7:00 p.m. shift for Interchange Managers shall be eliminated.

13. Article XIII-B(1), Vacation Entitlement: Effective January 1, 2021, right of employees with more than 10 years' of service with the Authority to receive one additional day of vacation for each year thereafter to attainment of a maximum of thirty (30) days of vacation shall be reinstated.

14. Article XVI-G(1), Holidays: Effective January 1, 2021, paid holidays for all Supervisors shall be increased from 12 to 14 by adding the Day After Thanksgiving and a Floating Holiday as holidays. The employee must make a written request for the Floating Holiday at least 30 days in advance and must be approved in writing before being permitted to take the Floating Holiday off.

15. Article XVI-G(4), Holiday Bonus and Pay Treatment: Effective July 1, 2021, the holiday bonus of $100.00 shall again become applicable to supervisors in accordance with the provisions set forth in this sub-section. Effective July 1, 2021, the distinction between premium and non-premium holidays shall be eliminated for purposes of pay treatment on holidays, meaning that all hours worked in excess of 8 hours on a holiday shall be paid at double time and a half rates. (See Article XVI (G)(5)).

16. Article XI, Promotions and Transfers:

1. Amend Paragraph 1 as follows: "All open positions in the Local 200/200A negotiations unit, will be posted for a one-time period of eleven (11) business days. At the time of posting, the Authority will e-mail the notice of open position to Local 200/200A. The 11-day posting period shall begin from the date Local 200/200A receives the posting or from the date the posting is placed on the Authority's website and on bulletin boards, whichever is later. If the Authority neglects to e-mail the job posting to Local 200/200A, the posting process shall remain valid.

2. Open positions will first be offered as a transfer of location to supervisors who occupy the same job classification as the open position. Location transfers shall be granted based on seniority as per past practice.

3. If an open position exists after the location transfer process is completed, the open position shall be offered as a reclassification to members of the bargaining unit who are not in the same job classification as the open position. To be considered for the reclassification, a supervisor must meet the qualifications for the job classification and pass any required tests. The Authority shall establish qualifications for each bargaining unit job classification based on the duties of the classification and will provide such qualifications to Local 200/200A. If more than one bargaining unit member is qualified to perform the job duties of the open position, the Authority shall offer the reclassification to the senior most qualified supervisor bidding on the open position. Senior most qualified supervisor means the supervisor who is determined to be qualified by the Authority, has passed any required test(s), and has the most bargaining

unit seniority. Bargaining unit seniority shall consist of the aggregate of a supervisor's service in the titles represented by Local 200/200A

4. Supervisors who are reclassified into a different bargaining unit title must complete a 6-month work test period. If the supervisor does not successfully complete the 6-month work test period, the Authority shall return the supervisor to his/her prior job. The Authority may return a supervisor, who is in a 6-month work test period, to his/her prior position in fewer than 6 months if it determines that the supervisor is incapable of performing the job duties of the position and/or has performance issues.

5. Consistent with Appendix C – Salary Scale, a reclassification shall be considered a promotion only if a supervisor advances, intra-union, to a pay grade which is higher than the supervisor is occupying.

6. If no bargaining unit member is qualified for the open position, the Authority has the discretion to fill the open position with any non-bargaining unit candidate.

7. The Authority is not required to post managerial vacancies within the Authority, except that if the Authority decides to fill a bargaining unit position represented by AFSCME Local 3914 through posting, that position shall be posted in accordance with paragraph 1 above. The decision of whether or not to post those positions shall be at the sole discretion of the Authority, which also has the right to fill Local 3914 positions without posting.

8. Nothing in this Article shall supersede or diminish the rights of supervisors notified of layoff or the rights of laid off supervisors under Article XXI.

17. WDEA and Janus: See attached Exhibit B.

18. Article XXIV, Promotional increases: Revise subsection (b) to state as follows:

> Intra-Union Promotions: Effective May 1, 2021, Supervisors who are promoted intra-union shall receive a raise, at minimum, in the amount of 4.00%. If such raise would bring a supervisor above top of range for the salary for his new job classification, the supervisor will not receive 4.00% increase, but will instead be moved to top of range for his new job classification. Promotion is defined as a supervisor who advances, intra-union, to a pay grade which is higher than the supervisor is occupying. For purposes of salary progression following an intra-Union promotion, the Supervisor will be placed on the same step of the salary progression chart in subsection (c) below for the new job classification as the Supervisor was on prior to the promotion. The Supervisor will then receive the next salary progression increase after one full year in the new job classification.

19. Article XIII, Section A(8): Parent shall include step-parent and child shall include step-child.

20. Article XVI, Section S, Safety Shoe Allowance: Effective for 2021, the Safety Shoe Allowance shall be increased from $100.00 to $125.00 annually.

21. Toll Plaza Supervisors and Interchange Managers

Tier 1 TPSs and IMs

Effective July 1, 2021, in addition to the across-the-board increases set forth in the Joint MOA attached as Exhibit A, the TOR salary grades for tier 1 Toll Plaza Supervisors and Interchange Managers shall be increased by $1,000.

Tier 2 TPS and IMs

Effective July 1, 2021, the steps for Tier 2 Toll Plaza Supervisors and Tier 2 Interchange Managers shall be reduced from 7 steps to 5 steps as follows:

The new guides shall be constructed by the subtracting the current start rate from the current TOR and dividing the difference by 5. The resulting quotient shall be added to each step to construct a five-step guide. The TOR for the new guide shall be the current TOR on the seven-step guide.

For Example, effective July 1, 2021, the New Step Guide for Tier 2 TPSs shall be as follows:

Start:	$48,791.88
Step 1:	$54,554.58
Step 2:	$59,319.82
Step 3:	$64,079.98
Step 4:	$68,842.68
Step 5:	$73,605.39

22. Reclassification Committee: The Authority agrees to establish a committee for the purpose of examining the salary of specified bargaining unit job titles and comparing those salaries to the existing job market in New Jersey. The Committee shall be comprised of four representatives appointed by the Turnpike and three representatives appointed by Local 200. The Committee will analyze the job requirements, skills, and duties of these positions and whether the salary paid to these employees is commensurate with these requirements, skills and duties based on the salaries paid to similar regular full-time employees in New Jersey. The Committee may retain the services of a vendor with expertise in compensation analysis to assist the Committee in its analysis. If the Committee retains an outside vendor for this purpose, the Authority shall be responsible for the full cost of the vendor's services. The Committee will further analyze

internal equity considerations, including salary compression issues, that relate to the salaries of those in the specified job titles. In addition, the Committee will analyze whether Turnpike supervisors are being properly paid compared to supervisors on the Parkway with similar job responsibilities. The Committee will ultimately recommend, based on this analysis, if reclassification from Grade 12 to Grade 12A of one or more of the identified job titles is appropriate, and if so, under what circumstances. Upon completion of the analysis, the Authority agrees to review the results and determine whether to reclassify the job titles identified from Grade 12 to Grade 12A[1], the effective date of such reclassification, and to what extent the qualifications, duties or responsibilities of the position should be modified. The analysis shall be completed as soon as practicable, but no later than October 1, 2021, and the reclassifications, if any, shall be implemented by and effective no later than December 1, 2021. The job titles that will be analyzed for purposes of determining if a reclassification from Grade 12 to Grade 12A is appropriate are set forth below:

a. Automotive Foreman

b. Building Maintenance Foreman

c. Carpenter/Paint Foreman

d. Inventory and Materials Supervisor

e. Assistant Foreman – Automotive

23. The following job classifications shall be upgraded effective July 1, 2021 after application of the July 1, 2021 wage increase, as follows:

a. Power Electric Foreman – Power Electric Foreman shall be placed in Grade XIIB and the TOR shall be increased to $100,000. Current Power and Electric Foreman who are TOR of Grade XII shall be placed at the TOR of Grade XIIB. Power and Electric Foreman who are on a step below the TOR of Grade XII shall be placed on same step of Grade XIIB. (E.g., if a Power Electric Foreman is at Step 1 of Grade XII the Foreman will be placed on Step 1 of Grade XIIB).

b. TDT Supervisors –TDT Supervisors will remain on Grade XIIB, but the new TOR will be $100,000. The lower steps of Grade XIIB shall remain the same as they are currently. TDT Supervisors at TOR shall remain at TOR.

24. Holidays (Article XVI(G)(10)) – Effective May 1, 2021, the 2007-2011 language relating to unauthorized absences immediately prior to and after a holiday shall be restored, meaning that the phrase "unauthorized absence" shall be substituted for the phrase "unpaid time."

[1] Alternatively, if any of the below titles, such as the Assistant Foreman, Automotive, is not in Grade 12, the Committee will determine whether an increase to a grade other than 12A is warranted.

25. Committee of the Future The parties shall establish a joint Union-Management "Committee on the Future" consisting of representatives from Local 200 and the Authority. The Committee will be made up of three representatives appointed by the Union and three representatives appointed by the Authority. Meetings will occur on dates and times that are mutually agreeable to the members of the Committee. The purpose of the Committee is to provide a forum for discussion between the Union and the Authority about bargaining unit positions that are likely to be phased out over the next 10 years as a result of changing technology and/or other operational needs, including the area of toll collection. The Committee will discuss strategies for preparing employees in these positions for jobs of the future with the Authority. The Committee will also discuss establishing a formalized training program to retrain these employees in ways that will help them to become qualified for these jobs of the future with the Authority. The Committee will meet at least twice per year and more frequently if agreed to by majority vote of the members of the Committee.

26. Complete Agreement: The parties recognize and agree that this MOA represents the entire understanding of the parties. Any proposal or counter-proposal that was made by the parties during negotiations, but is not contained herein, is deemed waived. Any provisions of the parties' collective negotiations agreement currently in effect that have not been expressly modified by this MOA shall be incorporated into the parties' successor agreement.

27. Ratification Process: This MOA is subject to ratification by the membership of the Union and approval by the Authority's Board of Commissioners. The Union and its bargaining committee agree that it will recommend ratification of this MOA to the membership. The Union shall notify the Employer in writing of the result of the ratification vote within 24 hours of the conclusion of the voting. The Authority shall likewise notify the Union of the approval by the Authority.

28. Authorization: The undersigned represent that they are authorized to enter into this MOA on behalf of their respective constituencies. Upon ratification of the MOA by the Union, the Company will draft a new collective bargaining agreement and present it to the Union for review, approval, and execution.

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IN WITNESS WHEREOF, the parties have caused this MOA to be signed by their duly authorized representatives on this 27th day of April 2021.

FOR THE AUTHORITY:

James Carone

FOR THE UNION:

Michael P. Calleo

Michael P. Calleo, Local 200/200A, IFPTE

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EXHIBIT B

WDEA AND JANUS

In light of the WDEA and Janus, the parties shall agree to make the following revisions to the Agreement:

ARTICLE III – PAYROLL DUES DEDUCTIONS

Revise last sentence of second paragraph as follows:

The filing of such Notice of Withdrawal to halt deduction of full membership dues shall be effective as of the July 1 next succeeding the date on which Notice of Withdrawal is filed.

ARTICLE VI, MAINTENANCE OF MEMBERSHIP

Delete Article VI in its entirety

ARTICLE XX, ASSOCIATION REPRESENTATION

A. All activities, including grievances and discipline hearings, between Association representatives and the Authority shall be conducted during normal working hours with such time to be considered as excused absences with pay. All requests for paid or unpaid release time must be submitted to the Human Resources Department.
The following limitations shall apply to the above:

- the Authority shall release from duty with pay no more than two (2) union representatives at grievance and disciplinary hearings; and
- the Authority shall release from duty with pay no more than four (4) union representatives at Labor Management meetings; and
- Labor Management Meetings shall be held no more than every six (6) weeks.

B.

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Paid release time for the Association for a calendar year will be based on the following schedule: 033368

Members of Local 200 as of December 15th	Paid Release Hours for the Subsequent Calendar Year
1-99	416
100-199	832
200-299	1,248

The number of hours for a calendar year will be based on the number of members as of December 15 the prior year. For example, if on December 15, 2012, there are two-hundred and thirty-two (232) members of the Association, for the following calendar year, 2013, the Association shall be granted one thousand two hundred forty-eight (1,248) hours of paid release for 2013 beginning on the first Monday of the first pay period in 2013. The Association will make every effort to schedule in lieu of days during Monday to Friday to accommodate the pressure of the Authority's business. Any additional time spent by the Association above any allowable time will be borne by the Association.

C. The Association will be granted an aggregate of three (3) delegates to the State AFL/CIO Convention and an aggregate of three (3) delegates to the IFPTE International Convention with such time to be considered as excused absence with pay. The Union will provide the Authority with fourteen (14) calendar days written notice to the Human Resources Department of attendance at a convention described herein, but shorter notice may be provided due to unforeseen circumstances, such as the need to make a substitute a delegate due to illness. Written notice includes electronic mail.

D. The Authority shall release from duty with pay no more than seven (7) members of the Association for collective negotiations.

E. Union representatives shall have the right to conduct worksite meetings during lunch and other non-work breaks, and before and after the workday, on the Turnpike's premises to discuss workplace issues, collective negotiations, the administration of the collective negotiations agreement, and other matters related to the duties of the Union, as well as internal union matters involving the governance or business of the Union.

F. Union representatives shall have the right to meet with individual employees on the premises of the Turnpike during the work day to investigate and discuss grievances, workplace-related complaints and other workplace issues.

G. Union representatives shall have the right to the right to meet with newly hired employees, without charge to the pay or leave time of the employees, for a minimum of 30 minutes, within 30 calendar days from the date of hire, during new employee orientations, or if the employer does not conduct new employee orientations, at individual or group meetings.

H. Within 10 calendar days from the date of hire of negotiations unit employees, the Turnpike shall provide the following contact information to the Union in an Excel file format or other format agreed to by the Union name, job title, worksite location, home address, work telephone numbers, and any home and personal cellular telephone numbers on file with the public employer, date of hire, and work email address and any personal email address on file with the public employer. Every 120 calendar days beginning on January 1, 2021, the Turnpike shall provide the Union in an Excel file or similar format agreed to by the Union, the following information for all negotiations unit employees: name, job title, worksite location, home address, work, home and personal cellular telephone numbers, date of hire, and work email address and personal email address on file with the public employer.

I. The Union shall have the right to use the Turnpike's email system to communicate with negotiations unit members regarding collective negotiations, the administration of collective negotiations agreements, the investigation of grievances, other workplace-related complaints and issues, and internal union matters involving the governance or business of the Union.