

**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 April 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 28th day of April, 2021.

ATTEST:



Kim Schurman
Secretary to the Authority



John M. Keller
Executive Director

Corporate Seal

Date: April 28, 2021

Received in the Governor's Office April 28th, 2021

Received by:

_____ Print Name	_____ Signature
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Veto Period Ends: _____
(Write in the date the veto period ends)

TO: Kim Schurman Schurman@njta.com

FROM: Jesse Kirkham, Authorities Unit, Office of the Governor

DATE: April 28, 2021

RE: **New Jersey Turnpike Authority Minutes**

This email is confirmation that the Authorities Unit received the minutes from the April 27, 2021 board meeting on April 28, 2021. The calculated veto date is May 12, 2021.

Thank you.

Attachment

cc: Lauren LaRusso

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

Tuesday, April 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 for a moment of silence to remember all of those who have been affected by the pandemic and also the family, friends, and co-workers who have been lost.

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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 (until 9:50 a.m.), Commissioner Ronald Gravino, Commissioner John Minella and Commissioner Raphael Salerno (Absent). 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 Lt. Colonel Terence Carroll and 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 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
2. Treasurer DuPont
3. Commissioner Pocino
4. Commissioner Gravino
5. Commissioner Minella
6. Commissioner Salerno (Absent)
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 Commissioner Pocino and, after the voice vote, the motion was duly adopted by the Board of Commissioners of the New Jersey Turnpike Authority.

Executive Session was adjourned at 9:18 a.m. A motion was made by Treasurer Dupont and seconded by Commissioner Pocino to resume the public portion of the meeting at 9:20 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 (Absent)
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 March 23, 2021; he did not exercise his power to veto any items in those minutes.

Upon motion made by Treasurer DuPont 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 086 through 093

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PUBLIC COMMENT

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Holly Cox

Ms. Cox asked New Jersey Turnpike to invest more money into public infrastructure and public transit to help address the climate crisis. Ms. Cox recommends following President Biden's infrastructure plan. Going forward Ms. Cox wants the Turnpike to move away from fossil fuels and not fund anymore highway expansion and increase the contribution to New Jersey Transit. Ms. Cox further stated the Turnpike Authority should re-evaluate its Capital Spending Plan and fund public infrastructure.

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Barry Kushnir, President Local 194

Mr. Kushnir wanted to thank Deputy Executive Director James Carone for working with our Locals to implement our collective bargaining agreements. In honor of Worker's Memorial Day on April 28th. Mr. Kushnir wanted to take time to recognize those employees who have lost their life in the last year. Mr. Kushnir further stated the Turnpike is a major thoroughfare and he applauded the Chair and Commissioners for the 10 year plan in repairing our infrastructure, it will create good union jobs, keep economy flowing and put people back to work.

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John Richmond, Chairperson Blue Wave NJ Environmental Committee

Mr. Richmond requests more transparency in the funding of the Capital Plan and the funding of the New Jersey Transit agreement. Mr. Richmond opposes the highway expansion plan. Mr. Richmond requests increasing contributions to funding New Jersey Transit as it was in the past.

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Jeff Tittel, NJ Sierra Club

Mr. Tittel suggested this is a time to revisit the Capital Plan. Mr. Tittel opines the Capital Plan is a step backwards when it comes to climate change, protecting open spaces and dealing with sprawl. Mr. Tittel is in support of building Bergen Hudson Light Rail Line. Mr. Tittel further stated, we need to integrate planning between all the different transportation agencies and is in support of funding New Jersey Transit. Mr. Tittel added he supports President Biden's infrastructure plan.

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Nancy Griffith, Environmental Activist

Ms. Griffith's is in opposition of allocation of funding for the expansion plan. Ms. Griffith said we do not need to expand highways and supports prioritizing allocation of funds to New Jersey Transit.

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David Pringle, Clean Water Action and Empower NJ Steering Committee

Mr. Pringle suggested making the full documents available prior to the meeting. Mr. Pringle is in support of the State Public Transportation Projects Funding Agreement allocating support for NJ Transit.

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Elizabeth Ndoye

Ms. Ndoye requested the Authority not allocate funds to expand the Turnpike and rather allocate funds to expand the Public Transportation system with vehicles powered by green energy. Ms. Ndoye added please protect the future of our children, the elderly, health compromised and already overburdened environmental justice communities.

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Doug O'Malley, Environmental Activist

Mr. O'Malley is in support of the State Public Transportation Projects Funding Agreement because NJ Transit is in a moment of crisis. Mr. O'Malley said these payments will be a step in the right direction. Mr. O'Malley said the Capital Plan needs to be re-imagined and more money needs to go towards New Jersey Transit because that is where the climate crisis is. In closing, Mr. O'Malley said we are very thankful for the commitment that is being made today.

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Steve Carrellas

Mr. Carrellas asked that all documents pertaining to the agenda be provided in advance. Mr. Carrellas further stated the Authority should prepare to better serve vehicular travel due to the pandemic. Mr. Carrellas suggested the Board either table the State Public Transportation Agreement or amend the Agreement to make it a one-year deal to monitor the financial situation of New Jersey Transit.

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William Griffith

Mr. Griffith is opposed to the plan of expanding the Turnpike and is in favor of electric buses and suggests electrifying the Raritan Valley Lines.

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EXECUTIVE DIRECTOR COMMENTS

Executive Director Keller advised Lt. Colonel Carroll formerly Major Carroll will be introducing his successor later in the meeting, Major Michael Zimmerman. Lt. Colonel Carroll has been promoted and is leaving us to move up the command in New Jersey State Police, it is great news for Lt. Colonel Carroll and for the State Police, but bittersweet news for us. Executive Director Keller further added, we have enjoyed a tremendous collaborative relationship with Lt. Colonel Carroll and it has been a pleasure working with him for the past year plus, navigating through Covid and many other challenges, he has been a tremendous asset to the New Jersey Turnpike Authority and a great leader for the women and men of Troop D. Executive Director

Keller wished him much success and said it has been a pleasure. Executive Director Keller concluded by welcoming Major Zimmerman and added he has big shoes to fill and we know leadership at New Jersey State Police would not have sent you here if they were not confident you could fill them.

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COMMISSIONER COMMENTS

Commissioner Gravino echoed Executive Director Keller’s comments and advised Lt. Colonel Carroll will be sorely missed and we wish you the best for your future. Commissioner Gravino further wished the new Major Zimmerman well and said we look forward to working with you.

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HUMAN RESOURCES

Director of Human Resources Mary-Elizabeth Garrity requested approval of item number 084-04-2021. Moved is the item as follows:

084-04-2021

Human Resources Director Mary Elizabeth Garrity submitted the Personnel Agenda, dated April 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 Vice Chair Diaz 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	GUTIERREZ-SCACCETTI
YES	YES	ABSENT	YES	YES	ABSENT	YES

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LAW

Acting Director of Law, Ann C. Monica, requested approval of item numbers 085-04-2021. Moved is the items as follows:

085-04-2021

In a memorandum dated April 7, 2021, Authorization to Settle Litigation in the Matter of Givens v. Joshua Gross, New Jersey State Police, New Jersey Turnpike Authority and State of New Jersey, R-164059, Budget Code: 10-822-441043, Amount: \$185,000.00, was approved.

This matter is a personal injury claim arising from a motor vehicle accident on the Garden

State Parkway at Exit 145 South in Bloomfield involving a NJSP Trooper who rear-ended plaintiff's vehicle in a negligent manner. Plaintiff suffered a spinal injury that required surgery for treatment of his spinal stenosis/spondylosis.

At the arbitration, there was an award to plaintiff for \$225,000 finding 100% liability against Trooper Joshua Gross. Thereafter, outside counsel was able to negotiate with plaintiff's counsel a conditional settlement subject to the Board of Commissioners' approval in the amount of \$185,000. Outside counsel reviewed this matter and other similar matters that were previously adjudicated and confirms that this settlement value is reasonable given the facts of the case, in consideration of plaintiff's injuries and the predicted future cost of defense. The Law Department concurs with outside counsel's recommendation.

Therefore, it is recommended that the Authority's Commissioners approve the settlement of this matter pursuant to the terms set forth above. It is also recommended that the Authority's Commissioners authorize the Executive Director to execute any and all documents in furtherance of same.

On motion by Treasurer DuPont and seconded by Vice Chair Diaz the Board unanimously approved item number 085-04-2021; 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	ABSENT	YES	YES	ABSENT	YES

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ENGINEERING

Chief Engineer, Robert Fischer, requested approval of item numbers 086-04-2021 through 093-04-2021. Moved are the items as follows:

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PUBLIC BIDS SOLICITATIONS

086-04-2021

In a document dated April 7, 2021, Recommendation to Award Contract No. P200.546 Garden State Parkway, Earle Asphalt Company, Culvert Repairs Milepost 115 to 116, R-163474, Budget Code: 5000010003, Amount: \$3,302,913.13, was approved.

This contract will provide for the replacement of the existing 66" diameter corrugated metal pipe (CMP) culvert under the Garden State Parkway Southbound Express and Local Roadways at Milepost 115.13S in Holmdel Township, Monmouth County, New Jersey. The contract work includes installation of a new steel pipe adjacent to the existing pipe which will be filled and abandoned in-place. The contract work also includes modification of the existing headwalls, reconstruction of existing connecting stormwater drainage features, rip rap installation,

and other miscellaneous work necessary and incidental to the completion of the project. All work is expected to be substantially completed by April 2022.

Seven bid proposals were received on March 30, 2021 for the above publicly advertised contract, as shown on the attached bid summary sheet. The low bid proposal in the amount of \$3,302,913.13 may be compared to the second low bidder in the amount of \$3,799,199.00. The low bid is significantly lower than the Engineer's Estimate in the amount of \$4,192,120.00, likely due to the Contractor's continued presence on the Parkway roadway, current workload and efficiencies in methods of installation which the low bidder may be planning on utilizing. The low bidder, Earle Asphalt Company has performed work for the Authority and is considered competent to complete this contract.

It is, therefore, recommended that Contract No. P200.546 be awarded to the low bidder, Earle Asphalt Company of Farmingdale, New Jersey in the amount of \$3,302,913.13. 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.

087-04-2021

In a document dated April 7, 2021, **Recommendation to Award Contract No. P300.535, Garden State Parkway, Earle Asphalt Company, Operational Improvements at PNC Bank Arts Center Ramps, R-163478, Budget Code: 39200010, Amount: \$7,983,013.13,** was approved.

This contract will provide for improvements to the operation of the intersections of the East-West PNC Service Road and the Garden State Parkway southbound exit ramp and northbound exit ramp, and the reconstruction of the East-West PNC Service Road to establish conventional right-hand side drive operation. The project also includes lane control system improvements, roadway and parking lot lighting improvements, pedestrian access, ADA improvements, stormwater management, roadway resurfacing, signing, striping, and other ancillary work. All work is expected to be substantially completed by May 2022.

13 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 \$7,983,013.13 may be compared to the second low bidder in the amount of \$8,164,238.85. The low bid is significantly lower than the Engineer's Estimate in the amount of \$10,706,602.90 likely due to the Contractor's continued presence on the Parkway and current workload. The low

bidder, Earle Asphalt Company has performed work for the Authority and is considered competent to complete this contract.

It is, therefore, recommended that Contract No. P300.535 be awarded to the low bidder, Earle Asphalt Company of Farmingdale, New Jersey in the amount of \$7,983,013.13. 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

088-04-2021

In a document dated March 12, 2021, **Recommendation to Issue Order for Professional Services No. P3755, Garden State Parkway, Urban Engineers, Inc., Supervision of Construction Services for Contract No. P300.535, Operational Improvements at PNC Banks Arts Center Ramps, R-163475, Budget Code: 39200010, Amount: \$990,000.00,** was approved.

This Order for Professional Services will provide supervision of construction services for Contract No. P300.535, Operational Improvements at PNC Bank Arts Center Ramps. 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 forty-nine (49) engineering firms were prequalified and eligible under Profile Codes: B-153, Roadway Construction Inspection and B-154, Roadway Resurfacing Inspection. Eight firms submitted EOIs by the closing date of October 20, 2020.

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) Urban Engineers, Inc.; 2) KS Engineers, P.C.; and 3) ATANE Engineers, Architects and Land Surveyors, P.C. The fee submitted by Urban Engineers, 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. P3755 be issued to the firm of Urban Engineers, Inc. of Cherry Hill, New Jersey, in an amount not to exceed

\$990,000.00. This amount includes reimbursement of direct salaries times a maximum multiplier of 2.35 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).

089-04-2021

In a document dated April 6, 2021, **Recommendation to Issue Order for Professional Services No. P3807, Garden State Parkway, Dewberry Engineers Inc., Supervision of Construction Services for Contract No. P200.546, Culvert Repairs, Milepost 115 to 116, R-163476, Budget Code: 50000 10003, Amount: \$550,000.00**, was approved.

This Order for Professional Services will provide supervision of construction services for Contract No. P200.546, Culvert Repairs, Milepost 115 to 116. 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 sixty (60) engineering firms were prequalified and eligible under Profile Code: B-153, Roadway Construction Inspection. Ten firms submitted EOIs by the closing date of March 17, 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) Dewberry Engineers Inc.; 2) Tectonic Engineering Consultants Geologists & Land Surveyors, DPC, Inc.; and 3) IH Engineers, P.C. The fee submitted by Dewberry Engineers 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. P3807 be issued to the firm of Dewberry Engineers Inc. of Bloomfield, New Jersey, in an amount not to exceed \$550,000.00. This amount includes reimbursement of direct salaries times a maximum multiplier of 2.35 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).

090-04-2021

In a document dated April 6, 2021, **Recommendation to Issue Order for Professional Services Nos. A3849 and P3850, New Jersey Turnpike and Garden State Parkway, McCormick Taylor – OPS No. A3849, Garden State Parkway, Michael Baker International, Inc. – OPS No. P3850, Order for Professional Services No. A3849, Design Services for Contract No. T200.605, Culvert Repairs Milepost W112.72N; Contract No. P200.606, Culvert Repairs Milepost 109 to 111; and Contract No. P200.607, Culvert Repairs Milepost 123.7S, R-163479, Budget Code: 5000010006, Amount: \$4,925,000.00, and, Order for Professional Services No. P3850, Design Services for Contract No. P200.604, Culvert Repairs Interchange 100, R-163483, Budget Code: 5000010005, Amount: \$3,150,000.00**, was approved.

Through this single procurement process, the Authority will select two consultants for preliminary and final design engineering and permitting services, as necessary, for the structural rehabilitation or repair of culverts on the Garden State Parkway and on the New Jersey Turnpike.

Services associated with OPS No. A3849 will include culverts on the Garden State Parkway between Mileposts 109 to 111, and at Milepost 123.7S, and on the New Jersey Turnpike at Milepost W112.72N. Services associated with OPS No. P3850 will include culverts at Garden State Parkway Interchange 100.

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 forty-two (42) engineering firms were prequalified and eligible under Profile Codes: A250 - Fully Controlled Access Highways, and A265 - Roadway Storm Water Collection Systems. Ten firms submitted EOIs by the closing date of January 5, 2021.

The scoring of the EOIs by the Review Committee resulted in the following order of ranking of the top three firms: 1) McCormick Taylor, Inc.; 2) T.Y. Lin International; and 3) Michael Baker International, Inc. On February 18, 2021, Technical and sealed Fee Proposals were received from the top three firms. The Review Committee reviewed and evaluated each firm's Technical Proposals and it was determined that oral presentations would not be required. The final scoring resulted in McCormick Taylor, Inc. being the highest technically ranked firm and Michael Baker International, Inc. being the second highest technically ranked firm. A review of the fee proposal of the highest technically ranked firm, McCormick Taylor, Inc. for OPS No.

A3849 (their preferred OPS) was negotiated. Subsequently, a review of the fee proposal of the second highest technically ranked firm, Michael Baker International, Inc. for OPS No. P3850 was negotiated. Negotiations with McCormick Taylor, Inc. resulted in a reduction in the total fee. Negotiations with Michael Baker International resulted in an increase in the total fee to account for efforts necessary to comply with NJDEP permitting requirements, and the resulting geotechnical investigations and post design services. Both fees are considered to be fair and reasonable for the services to be provided.

It is, therefore, recommended that Order for Professional Services No. A3849 be issued to the firm of McCormick Taylor of Mount Laurel, NJ, not to exceed the amount of \$4,925,000.00. This amount includes reimbursement of direct salaries times a maximum multiplier of 2.80 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. P3850 be issued to the firm of Michael Baker International, Inc. of Hamilton, NJ, not to exceed the amount of \$3,150,000.00. This amount includes reimbursement of direct salaries times a maximum multiplier of 2.73 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 awardees, 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 firms were 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).

091-04-2021

In a document dated April 1, 2021, **Recommendation to Issue Supplement A to Order for Professional Services No. P3695, Garden State Parkway, Gannett Fleming, Inc., Design Services for PNC Bank Arts Center Improvements, R-163488, Budget Code: 080C27033**
Original Amount of OPS: \$3,695,000.00, Amount of Supplement A: \$ 140,000.00, Revised Amount of OPS: \$3,835,000.00, was approved.

This Order for Professional Services was issued at the June 26, 2018 Commission Meeting, in the amount of \$3,695,000.00. In accordance with the Authority's agreement with Live Nation, this Order for Professional Services provides for design services and preparation of contract documents for bathroom replacements, concession and miscellaneous building renovations, fire and security upgrades and amphitheater improvements.

Supplement A will provide for additional design and post design services required to support Contract No. P500.494 for the PNC Bank Arts Center Improvements. The COVID-19

pandemic significantly impacted construction and resulted in additional post design services. The impacts included reduced productivity due to social distancing and additional safety measures, extended delivery timeframes from suppliers, and limited availability of NJ Department of Community Affairs (DCA) and NJ Department of Health inspections as a result of furloughs. The substantial completion of Work Order No. 01 was delayed by four months. These delays resulted in additional punch list inspections due to the staggered building completions and additional progress meetings. Unanticipated services also include the design and post design of a fire pump house building required to support the fire protection replacement system within the backstage building of the Amphitheatre due to insufficient existing water pressure. Additionally, the Authority's decision to take advantage of LiveNation's suspended 2020 operating season by advancing Work Order No. 02 for previously deferred improvements required unanticipated design services for repackaging and value engineering.

It is, therefore, recommended that Supplement A to Order for Professional Services No. P3695 be issued to Gannett Fleming, Inc. not to exceed the amount of \$140,000.00 with compensation on the same basis as the original Order for Professional Services. The addition of this amount increases the total authorized fee from \$3,695,000.00 to \$3,835,000.00. 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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FINAL ACCEPTANCES

092-04-2021

In a document dated April 8, 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.

Contract No.	Contractor	Award Total Amount	No. of Change Orders	Additions/ Reductions	Final Total Contract Amount	Final Payment Amount
T200.542	Joseph DeFino Trucking Co., Inc. dba DeFino Contracting Co.	\$6,422,000.00	1	\$1,360,607.55	\$7,782,607.55	\$77,826.08
T100.403	Joseph M. Sanzari, Inc.	\$11,988,009.00	2	\$1,183,111.62	\$13,171,120.62	\$458,583.22
T100.482	Joseph M. Sanzari, Inc.	\$9,874,996.25	2	(\$860,783.16)	\$9,014,213.09	\$418,730.68
P700.470	Aurora Environmental, Inc.	\$1,625,492.00	5	(\$29,889.04)	\$1,595,602.96	\$47,442.39
T500.461	HBC Company Inc	\$1,952,598.25	4	\$83,420.50	\$2,036,018.75	\$20,540.75
P700.453	C. Abbonizio Contractors, Inc.	\$1,220,096.00	1	(\$52,915.56)	\$1,167,180.44	\$45,484.40
Total						\$1,068,607.52

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

093-04-2021

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 Commissioner Minella and seconded by Commissioner Gravino the Board unanimously approved item nos. 086-04-2021 through 092-04-2021; 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 093-04-2021 and received same for file.

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ROLL CALL

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

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PROCUREMENT AND MATERIALS MANAGEMENT ("PMM")

Director of Procurement and Materials Management Dale Barnfield, requested approval of item numbers 094-04-2021 through 097-04-2021. Moved are the item as follows:

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PUBLIC BIDS

094-04-2021

In a document dated April 13, 2021, **At prior Board of Commissioners Meetings, the Authority awarded 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. For the final two years of the options, the vendors were permitted to request price increases from the Authority if there had been an overall price increase of the equipment in the later model years, provided that**

the vendors justified the price increases in writing to the Authority. The Maintenance and Procurement Departments have reviewed the following option exercises and have determined that any requested price increases are reasonable, was approved.

Original Award Meeting Date and Item No.	Description	Vendor Name	Requisition/ Budget Code	Quantity/ Unit Price		Total Amount	% Model Year Increase
March 24, 2020 085-03-2020	1-Ton Cargo Vans	Mall Chevrolet	R-164035 (Operations) 049 00 500 156555 0490016007	18	\$33,450.00	\$602,100.00	5.0%
March 24, 2020 082-03-2020	½ Ton 2-WD Regular Cab Pick-Up Trucks	Mall Chevrolet	R-164031 (Operations) 049 00 500 156555 0490016007	13	\$29,704.50	\$386,158.50	4.7%
March 24, 2020 081-03-2020	½ Ton 4-WD Extended Cab Pick-Up Trucks	Mall Chevrolet	R-164030 (Operations) 049 00 500 156555 0490016007	18	\$36,087.45	\$649,574.10	4.4%
March 24, 2020 084-03-2020	¾ Ton 4-WD Crew Cab Pick-Up Trucks	Mall Chevrolet	R-164018 (Operations) 049 00 500 156555 0490016007	9	\$38,062.50	\$342,562.50	4.6%
March 24, 2020 083-03-2020	¾ Ton 4-WD Regular Cab Pick-Up Trucks with Plows	Beyer Ford, LLC	R-163972 (Operations) 049 00 500 156555 0490016007	8	\$41,849.50	\$334,796.00	5.0%
March 24, 2020 080-03-2020	½ Ton Short-Bed Extended Cab Pick-Up Trucks	Gentilini Chevrolet, LLC	R-163902 (Operations) 049 00 500 156555 0490016007	31	\$36,330.00	\$1,126,230.00	1.7%
April 28, 2020 114-04-2020	Articulated High-Lift Loaders	Jesco, Inc.	R-163754 (Operations) 049 00 500 156555 0490016004	5	\$221,138.94	\$1,105,694.70	3.0%

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

095-04-2021

In a document dated March 31, 2021, **OEM Automotive Parts, Fred Beans Parts, Inc., RM-163626 (Inventory), Budget Code: Various, State Contract Nos. 19-FLEET-00919 expiring 08/04/2022, Amount: \$ 1,240,000.00,** was approved.

Under this contract, Fred Beans Parts, Inc. ("Fred Beans") will supply OEM automotive parts for Authority vehicles, Class 4 and under, which consists of passenger vehicles and light-duty trucks. These parts will be used to repair, replace, and maintain various makes and models of Authority vehicles, including NJ State Police (Troop D) vehicles. The majority of these parts

are stocked in inventory but are also used for as-needed vehicle repairs by the Maintenance Section of the Operations Department. These OEM automotive parts are available from NJ State Contract Nos. 19-FLEET-00919 expiring 08/04/2022.

This procurement, under State Contract Nos. 19-FLEET-00919 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 contracts to Fred Beans Parts, Inc. in the amount of \$1,240,000.00 under State Contract No. 19-FLEET-00919 subject to funding availability at the time of ordering. Furthermore, it is requested that the authorized amounts may be reallocated among the two vendors as required during the term of the contracts. The total authorized amount will not exceed \$1,240,000.00.

096-04-2021

In a document dated March 31, 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 has 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.

Descr. / Original Agenda Item	Vendor Name	Req'n. Number	NJTA Contract No.	NJ State Contract No. Exp.	Current Authorized Amount	New Authorized Amount	Requested Increase Amount
Goodyear Tires and Tubes	Edwards Tire Co., Inc.	RM-163669 (Inventory)	2848	20-FLEET-00948 Expires 03/31/24	\$350,000.00	\$750,000.00	\$400,000.00
Goodyear Tires and Tubes	Barnwell House of Tires, Inc.	RM-163669 (Inventory)	2850	20-FLEET-00948 Expires 03/31/24	\$350,000.00	\$750,000.00	\$400,000.00
(T-0167) Electrical Equipment and Supplies	Jewel Electric Supply Co., Inc.	RM-155129 (Inv./Ops)	1962	19-FOOD-00608 Expires 06/30/21	\$4,270,000.00	\$4,470,000.00	\$200,000.00
(T-0167) Electrical Equipment and Supplies	Keer Electrical Supply Co., Inc.	RM-155129 (Inv./Ops)	1961	85583 Expires 06/30/2021	\$740,000.00	\$790,000.00	\$50,000.00
(T-0167) Electrical Equipment and Supplies	Pemberton Electrical Supply Co., LLC	RM-155129 (Inv./Ops)	1963	85579 Expires 06/30/21	\$200,000.00	\$210,000.00	\$10,000.00
(T-2761) Non-OEM Auto Parts and Access. for Light Duty Vehicles	Uni Select USA, Inc.	RM-163461 (Inventory)	2077	85996 Expires 02/25/22	\$1,955,000.00	\$2,355,000.00	\$400,000.00

(T-2761) Non-OEM Auto Parts and Access. for Light Duty Vehicles	Route 23 Automall, LLC	RM-163592 (Inventory)	1994	86007 Expires 02/25/22	\$60,000.00	\$150,000.00	\$90,000.00
(T-0085) Giedhill Snow Plow Parts	Tony Sanchez, Ltd.	RM-163858 (Inventory)	2802	88271 Expires 01/19/22	\$70,000.00	\$130,000.00	\$60,000.00
Valk Snow Plow Parts	Greelco, Inc.	RM-163540 (Inventory)	2098	88265 Expires 01/19/22	\$4,410,000.0 0	\$4,710,000.0 0	\$300,000.00
Total							\$1,910,000.00

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.

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PROFESSIONAL SERVICES

097-04-2021

In a document dated April 19, 2021, **Enterprise Resource Planning (ERP)/Business Administration Software Managed Services, CherryRoad Technologies Inc., RM-162784, Budget Code: Various, Amount: \$ 2,078,598.00 (3 Years)**, was approved.

The New Jersey Turnpike Authority (“Authority”) issued a request for proposal (“RFP”) to engage a firm to provide consulting services for its enterprise resource planning (“ERP”)/business administration software managed services for the Authority’s PeopleSoft Financials (“Financials”) and Human Capital Management (“HCM”) systems. Managed Services will include: 1) core managed services with on-site staffing; 2) maintenance, support and emergency on-call services; 3) consultative assistance with drafting and evaluating an RFP for a replacement ERP platform if and when required. A Request for Proposals was fully advertised and the twelve (12) vendors listed in the Authority’s database for this service were notified of the procurement. 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 March 22, 2021, eight (8) proposals were received from the following firms:

- 1. CherryRoad Technologies Inc. – Parsippany, NJ
- 2. Elegant Enterprise-Wide Solutions, Inc. – Chantilly, VA
- 3. ERPA Analysts, Inc. – Dublin, OH

4. HCL Technologies Limited – Sunnyvale, CA
5. IBM – Paramus, NJ
6. Kastech Solutions LLC – Houston, TX
7. Luna Technology Group Inc. – Boca Raton, FL
8. SpearMC Consulting, Inc. – Pleasanton, CA

The Evaluation Committee (“Committee”), which was approved by the Executive Director, consisted of five (5) voting members from the Authority’s Information Technology Services, Human Resources and Finance Departments. In addition, the Deputy Director from the Procurement and Materials Management Department served as a non-voting member of the Committee.

The Committee reviewed the written proposals based on the criteria set forth in the RFP and scored each firm individually. Based on the Committee’s review of the proposals, the Committee invited representatives from the top three (3) ranked firms: CherryRoad Technologies Inc., ERPA Analysts, Inc. and SpearMC Consulting, Inc., to make an oral presentation and provide a best and final offer (“BAFO”). Oral presentations were held on April 12th and April 13th.

The Committee’s findings were presented in an Evaluation Report. The Committee found that CherryRoad was highly qualified and fully responsive to the Authority’s Scope of Services. This firm does 95% of its business with public sector clients. CherryRoad specializes in Oracle’s PeopleSoft ERP services with 90% of its employees designated as Oracle certified. In addition, CherryRoad presented a professional and comprehensive oral presentation and proposed a highly qualified managed services project team with staff members averaging over 12 years of experience. The proposed team has worked with the Authority for several years and has consequently developed an in-depth knowledge of the current system configuration, business practices and functionality.

CherryRoad proposed competitive hourly rates and overall fees. In its BAFO, CherryRoad proposed the following fees for the first three years: 1) core managed services with on-site staffing in an amount not to exceed \$1,738,598.00 (this fee is based on a monthly rate of \$48,294.40 for two (2) full-time functional on-site staff and one (1) PeopleSoft Administrator off-site); 2) a one-time flat fee of \$90,000 to assist the Authority to write and evaluate an RFP to replace the current PeopleSoft Financial and HCM Systems and 3) competitive hourly rates for additional maintenance, support, development and emergency on-call services cost which will not exceed \$250,000.00 for the three-year term and is dependent on the number of resources requested and the number of days per week they are required. The total contract amount will not exceed \$2,078,598.00 for the three-year term. In the event that the Authority opts to extend the contract for the fourth and fifth years, CherryRoad proposed to provide the core managed services along with maintenance, support, development and on-call services for an amount not to exceed \$667,267.33 per year. The one-time flat fee of \$90,000 to assist the Authority to write and

evaluate an RFP is at the Authority’s discretion and may be implemented at any point during the initial three-year term or any subsequent optional extension term. If the services are not requested or performed during the initial term, the flat fee of \$90,000.00 will be added to any subsequent exercised extension.

This professional services procurement was conducted in accordance with *N.J.S.A. 27:23-6.1*, *N.J.A.C. 19:9-2.1(b)*, Executive Order No. 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 awardees pursuant to Public Law 2005, Chapter 51 and Executive Order No. 117 (Corzine 2008) and having no objection to same.

Accordingly, authorization is requested to award a three-year contract to Cherry Road Technologies for the Enterprise Resource Planning (ERP)/Business Administration Software Managed Services in an amount not to exceed \$2,078,598.00 for a three-year term. Authorization is further requested for the Executive Director to approve each of two optional one-year extensions upon satisfactory performance by Cherry Road Technologies in an amount not to exceed \$667,267.33 per year for core managed services, 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 that may be deemed necessary and appropriate to further the intent and purpose of the authorizations stated herein.

On motion by Treasurer DuPont and seconded by Vice Chair Diaz the Board unanimously approved item numbers 094-04-2021 through 097-04-2021; 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-SCACETTI
YES	YES	ABSENT	YES	YES	ABSENT	YES

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GENERAL BUSINESS

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OPERATIONS

Director of Operations Kevin Dunn requested acceptance of item number 098-04-2021.
Moved is the item as follows:

098-04-2021

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 03/31/2021; with 2020-2021 Yearly Comparisons through March 2021.

On motion by Treasurer DuPont and seconded by Vice Chair Diaz the Board unanimously accepted item number 098-04-2021; and authorized or ratified, as presented, the recommendations contained therein; and received and filed the memoranda.

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STATE POLICE

Lt. Colonel Terence Carroll requested acceptance of item number 099-04-2021. Moved is the item as follows:

099-04-2021

Lt. Colonel Terence Carroll thanked everyone for their wishes and said during his time as Troop Commander at Troop D he has formed tremendous relationships with many of us. Lt. Colonel Carroll further stated he is only a text or phone call away and he will miss his Turnpike family. Lt. Colonel Carroll said Major Zimmerman brings a wealth of experience, knowledge and leadership and the Authority will be in good hands.

Lt. Colonel Terence Carroll requested acceptance of the **New Jersey State Police Troop D Activity Reports** for March 2021, with 2020– 2021 Yearly Comparisons.

On motion by Commissioner Gravino and seconded by Treasurer DuPont the Authority unanimously accepted the reports contained in item number 099-04-2021 and received same for file.

Chair Gutierrez-Scaccetti thanked Lt. Colonel Carroll and wished him well on his new assignment and welcomed Major Zimmerman to the Turnpike family.

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FINANCE

Chief Financial Officer Donna Manuelli requested acceptance of item number 100-04-2021. Moved is the item as follows:

100-04-2021

Chief Financial Officer Donna Manuelli presented the **Financial Summary for the Three (3) months ended March 31, 2021**, was accepted.

On motion by Treasurer DuPont and seconded by Commissioner Minella the Board unanimously accepted item number 100-04-2021; and authorized or ratified, as presented, the recommendations contained therein; and received and filed the memoranda.

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EXECUTIVE

Executive Director John Keller requested approval of item number 101-04-2021. Moved is the item as follows:

101-04-2021

In a memorandum dated April 20, 2021, **Authorization to enter into a State Public Transportation Projects Funding Agreement with the Treasurer of the State of New Jersey**, was approved.

To further the development of New Jersey State transportation projects, including public transportation projects and services, the New Jersey Turnpike Authority (the "Authority") is authorized, pursuant to N.J.S.A. 27:23-5.8(b), to enter into agreements with the State providing for payment by the Authority of legally available revenues in the General Reserve Fund.

At its June 28, 2016 meeting, the Board of Commissioners authorized the Executive Director to enter into a State Transportation Projects Funding Agreement (the "2016 Funding Agreement") between the Authority and the Treasurer of the State of New Jersey (the "Treasurer") for a term of five years commencing on July 1, 2016 and terminating on June 30, 2021. Under the terms of the 2016 Funding Agreement, amended on October 9, 2018, the Authority was required to make quarterly payments totaling \$204 million in each of State fiscal years 2017 and 2018, \$154 million in State fiscal year 2019 and \$129 million in each of State fiscal years 2020 and 2021.

With the expiration of the 2016 Funding Agreement on June 30, 2021, the Authority and the Treasurer recognize that dedicated funding to support NJ Transit's role in the State's integrated transportation network will inure not only to the benefit of the public served by NJ Transit but to those members of the public who depend on the Authority's Roadways as a reliable means of intra- and interstate travel. Authority Roadways and NJ Transit are essential components of the State's integrated transportation network, and a failure of one component overburdens another. For example, a diminution in NJ Transit public transportation services causes increased traffic on Authority Roadways that, in turn, increases not only travel time, but the Authority's operational costs and need for roadway expansion.

Accordingly, the Authority and the State desire to enter into a new funding agreement commencing July 1, 2021 whereby the Authority will make payments to the Treasurer, on a quarterly basis, totaling \$350 million in State fiscal year 2022; \$746 million in State fiscal year 2023; \$465 million in State fiscal year 2024; \$480 million in State fiscal year 2025; \$495 million in State fiscal year 2026; \$510 million in State fiscal year 2027 and \$525 million¹ in State fiscal year 2028. All such payments are subordinate to the payments required to be made to the Authority's bondholders and to all other payments required to be made under the Authority's General Bond Resolution. The payments shall be used to support NJ Transit's role in the State's integrated transportation network. Finally, the first quarterly payment due on July 1, 2021, and all quarterly payments due on January 1st annually thereafter, shall be

subject to reduction in an amount equal to any tolls and fees as may then be due from NJ Transit to the Authority.

Funding for the calendar year 2021 payments was included and approved in the Authority's 2021 Annual Budget. Funding for future years' payments is subject to approval as part of the corresponding year's Annual Budget as described in the Agreement. It is the intention of the Authority to meet the terms of the Agreement in all future years.

In view of the foregoing, it is recommended that authorization be provided to the Executive Director to execute a State Public Transportation Projects Funding Agreement with the Treasurer, pursuant to the terms set forth above, and be authorized to take any such other actions as are deemed necessary to effectuate the intent of this authorization.

¹ This amount will continue unchanged until such time as NJ Transit has fully eliminated its Capital Budget to Operating Budget Transfer and can maintain financial stability with a lesser or zero amount.

[State Public Transportation Projects Funding Agreement for New Jersey between The New Jersey Turnpike Authority and the Treasurer of the State of New Jersey attached hereto]

On motion by Commissioner Minella and seconded by Treasurer DuPont the Board unanimously approved item number 101-04-2021; and authorized or ratified, as presented, the recommendations contained therein; and received and filed the memoranda.

Executive Director Keller advised the Authority started the agreement at \$350 million in State fiscal year 2022, and it increases over time to a maximum of \$525 million. Executive Director said the State Treasurer can make the transfers as necessary to New Jersey Transit. Executive Director Keller advised this is a funding agreement that was recognized when the toll increase was first envisioned and the Authority feels comfortable that we can make these payments and be a good steward of the transportation system. Executive Director Keller advised it meets the full financial commitment as was discussed, there is a more significant payment in 2023, but it ticks up each year until we ultimately reach the \$525 million in fiscal year 2028.

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ROLL CALL

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

Deputy Executive Director James Carone requested approval of item number 102-04-2021. Moved is the item as follows:

102-04-2021

In a memorandum dated April 27, 2021, **Authorization to Enter into a Memorandum of Agreement with IFPTE Local 193C, and the New Jersey Turnpike Authority for a Successor Collective Bargaining Agreement**, was approved.

On April 26, 2021, IFPTE Local 193C and the New Jersey Turnpike Authority

entered into a Memorandum of Agreement (“MOA”) relative to but not limited to; compensation, health benefits, Allowances for uniforms, safety shoes, equipment 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 193C employees as follows:

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

All steps for all job classifications within the bargaining unit shall also be increased by the across-the-board increases set forth above.

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, IFPTE LOCAL 193-C and New Jersey Turnpike
Authority attached hereto]

On motion by Treasurer DuPont and seconded by Vice Chair Diaz the Board unanimously approved item number 102-04-2021; and authorized or ratified, as presented, the recommendations contained therein; and received and filed the memoranda.

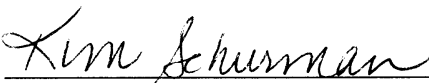
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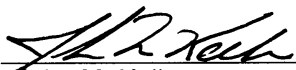
ROLL CALL

DIAZ	DuPONT	POCINO	GRAVINO	MINELLA	SALERMO	GUTIERREZ-SCACETTI
YES	YES	ABSENT	YES	YES	ABSENT	YES

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The motion to adjourn was made by Treasurer DuPont and seconded by Commissioner Minella, and, after the voice vote, the motion was duly adopted. The Board of Commissioners adjourned the meeting at 10:19 a.m. and advised that it will be held again on Tuesday, May 25, 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: April 27, 2021

**STATE PUBLIC TRANSPORTATION PROJECTS
FUNDING AGREEMENT FOR NEW JERSEY
BETWEEN
THE NEW JERSEY TURNPIKE AUTHORITY AND
THE TREASURER OF THE STATE OF NEW JERSEY**

This **STATE PUBLIC TRANSPORTATION PROJECTS FUNDING AGREEMENT** (this Agreement) made this day of 2021 by and between the **NEW JERSEY TURNPIKE AUTHORITY** (the Authority) and the **TREASURER OF THE STATE OF NEW JERSEY** (the Treasurer), acting on behalf of the State of New Jersey (the State).

W I T N E S S E T H:

WHEREAS, the Authority is a body corporate and politic of the State organized and existing by virtue of the New Jersey Turnpike Authority Act of 1948, constituting Chapter 454 of the Laws of New Jersey of 1948, as amended and supplemented (N.J.S.A. 27:23-1 *et seq.*); and

WHEREAS, the Authority operates the New Jersey Turnpike and Garden State Parkway (collectively, the Roadways), which are essential components of the State’s integrated transportation network that includes New Jersey Transit Corporation (NJ Transit) public transportation services; and

WHEREAS, each component of the State’s integrated transportation network is interdependent because a failure in one component of the network may overburden another where, for example, a diminution in NJ Transit public transportation services causes increased traffic on Authority Roadways, which, in turn, increases operational costs and the need for Roadway expansion; and

WHEREAS, pursuant to N.J.S.A. 27:23-5.8(b), the Authority is authorized to enter into contracts with the State providing for the payment by the Authority to the State or the TTFA of revenues of the Authority in the amount or amounts that may be set forth in or determined in accordance with such contracts, which amounts are to be used for the development of State transportation projects, including public transportation projects and services; and

WHEREAS, pursuant to N.J.S.A. 27:23-5.8(b), the Authority and the State have previously entered into a State Transportation Projects Funding Agreement, dated June 28, 2016 (the Original Agreement), which obligates the Authority to make payments to the State in the amounts and on the dates and the other terms and conditions set forth in the Original Agreement, which amounts are to be used for the development of State transportation projects; and

WHEREAS, the Authority and the State have previously entered into a First Amendment to the Original Agreement, dated October 4, 2018 (the First Amendment), amending the Original Agreement to increase the amount of the payments to be made by the Authority to the State on March 31, 2019 and June 30, 2019, in accordance with the terms of the Original Agreement, from \$32,250,000 to \$44,750,000; and

WHEREAS, pursuant to Schedule A to the First Amendment to the Original Agreement, the Authority's obligation to make payments to the State for the development of State transportation projects will end on June 30, 2021; and

WHEREAS, the Authority previously entered into a Second Amendment to the Original Agreement, dated October 8, 2019 (the Second Amendment), to fund a portion of the construction of a new Portal North Bridge to be undertaken by NJ Transit, contingent on (i) receipt of a federal Capital Improvement Grant by NJ Transit from the Federal Transit Administration and (2) issuance of bonds by the New Jersey Economic Development Authority (the NJEDA); and

WHEREAS, pursuant to the Second Amendment, in addition to the quarterly payments to be made to the State through June 30, 2021 under the Original Agreement as amended by the First Amendment, the Authority is obligated to pay an annual amount of \$25 million to the State upon the issuance of NJEDA bonds until such bonds are no longer outstanding; and

WHEREAS, the Authority and the State recognize that additional dedicated funding to support NJ Transit's role in the State's integrated transportation network will inure not only to the benefit of the public served by NJ Transit but to those members of the public who depend on Authority Roadways as a reliable component of that network; and

WHEREAS, the Authority and the State now desire to enter into this Agreement requiring the Authority to make payments of its legally available revenues in the General Reserve Fund (as defined herein) to the State in the amounts and on the dates and the other terms and conditions set forth in this Agreement, which amounts are to be used to support NJ Transit's role in the State's integrated transportation network,

NOW, THEREFORE, the Authority and the State, in consideration of the premises and the mutual covenants and agreements set forth herein, each intending to be legally bound, do hereby agree as follows:

ARTICLE I

1.1 Definitions

(a) All terms defined in the introductory paragraph and the recitals to this Agreement shall have the respective meanings set forth therein for all purposes of this Agreement.

(b) The following terms shall have the following meanings for all purposes of this Agreement:

Bond Resolution means the Turnpike Revenue Bond Resolution adopted by the Authority on August 20, 1991, as amended and restated on September 26, 1991, as further amended and restated on November 22, 1991, and as further amended, restated and supplemented from time to time in accordance with its terms.

Bonds means any bonds of the Authority heretofore or hereafter issued and outstanding under and pursuant to the Bond Resolution.

Credit Facility shall have the meaning given to such term in the Bond Resolution.

General Reserve Fund means the General Reserve Fund created and established pursuant to the Bond Resolution.

Qualified Swap shall have the meaning given to such term in the Bond Resolution.

Revenue Fund means the Revenue Fund created and established pursuant to the Bond Resolution.

Revenues means (i) all tolls, revenues, fees, charges, rents, and other income and receipts derived by the Authority from the operation of the Turnpike System, (ii) the proceeds of any business interruption insurance relating to the Turnpike System and of any other insurance which insures against loss of Revenues, and (iii) any other income and receipts of the Authority from whatever source derived which are deposited into the Revenue Fund.

Subordinated Indebtedness means any evidence of indebtedness permitted to be issued by the Authority pursuant to Section 512 of the Bond Resolution.

Turnpike System shall have the meaning given to such term in the Bond Resolution.

ARTICLE II

2.1 Authority Payments

(a) Commencing on July 1, 2021 the Authority shall, subject to the provisions of subsection (b) of this Section 2.1, make payments to the State on the dates and in the amounts set forth on Schedule A attached hereto and made a part hereof. The payments made by the Authority in accordance with the preceding sentence shall be used solely for the purposes set forth in subsection (a) of Section 2.3 of this Agreement. The amounts set forth on Schedule A attached hereto are inclusive of all payments due in accordance with, and subject to the contingencies contained in, the Second Amendment to the Original Agreement, dated October 8, 2019, referenced in the Recitals above, and incorporated herein by reference.

(b) The obligation of the Authority to make the payments required by subsection (a) of this Section 2.1 shall be (i) limited in all respects to the Revenues on deposit in the General Reserve Fund from time to time, which are legally available to be used by the

Authority to make such payments, and (ii) a special and limited obligation of the Authority, which is subject and subordinate and junior in all respects to the lien and pledge created by the Bond Resolution to secure the payment of the principal or redemption price of, and interest on, the Bonds and any Subordinated Indebtedness, the Authority's reimbursement obligations with respect to any Credit Facility and the Authority's payment obligations under any Qualified Swap.

2.2 Authority Budget

The Authority shall annually prepare and deliver to the State a copy of the annual budget of the Authority prepared and issued in accordance with Section 710 of the Bond Resolution, which budget shall set forth all proposed Authority expenditures for the ensuing calendar year, and shall make all budgetary and other provisions or appropriations necessary, subject to the limitations of subsection (b) of Section 2.1 of this Agreement, to provide for and authorize the payments to be made by the Authority pursuant to subsection (a) of Section 2.1 of this Agreement. Funding for the calendar year 2021 payments was included and approved in the Authority's 2021 Budget. Funding for future years' payments is subject to approval as part of the corresponding year's Annual Budget. It is the intention of the Authority to meet the terms of this Agreement in all future years.

2.3 Use of Payments; State and NJ Transit Budgets

(a) The State shall use the payments made by the Authority pursuant to subsection (a) of Section 2.1 of this Agreement to support NJ Transit's role in providing continuing improvements to the State's integrated transportation network to the benefit of the public served by its various transportation components.

(b) Notwithstanding anything herein to the contrary, the first quarterly payment, due on July 1, 2021 under Schedule A hereto, shall be reduced by an amount equal to the total amount of then-outstanding unpaid tolls and fees due to the Authority from NJ Transit. At least ten (10) days prior to July 1, 2021, the Authority shall calculate and provide to NJ Transit and the Treasurer a statement of the amount to be withheld (the "Statement"), representing the total amount of unpaid tolls and fees due up to the date of the Statement. Every year thereafter, the January 1st quarterly payment under Schedule A hereto shall be reduced by an amount equal to the total amount of then-outstanding unpaid tolls and fees due to the Authority from NJ Transit, if any. At least ten (10) days prior to January 1st of each year of the Agreement, the Authority shall calculate and provide to NJ Transit and the Treasurer a Statement of the amount to be withheld, representing the total amount of unpaid tolls and fees due to the Authority since the last Statement.

ARTICLE III

3.1 Enforcement of Authority Obligations

Every obligation assumed by or imposed upon the Authority by this Agreement shall be enforceable by the State by appropriate action or proceeding, and the State may have and pursue any and all remedies provided by law for the enforcement of such obligation.

3.2 Effect of Breach

Failure on the part of the State, in any instance or under any circumstance, to observe or fully perform any obligation assumed by or imposed upon it by this Agreement, or by law, shall not make the State liable in damages to the Authority or relieve the Authority from making any payments required by subsection (a) of Section 2.1 of this Agreement, or from fully performing any other obligation required of it under this Agreement, but the Authority may have and pursue any and all other remedies provided by law for compelling performance by the State of any such obligation assumed by or imposed upon the State.

3.3 Amendments, Modifications and Supplements

This Agreement may be amended, modified or supplemented only by a written instrument duly authorized and executed by the Authority and the State.

3.4 Execution of Counterparts

This Agreement may be executed in any number of counterparts, each and all of which, when executed by the Authority and the Treasurer, shall be regarded for all purposes as one original and shall constitute and be but one and the same.

3.5 Entire Agreement

This Agreement represents the full and entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes and controls over all prior oral agreements or understandings between the parties relating thereto.

3.6 Effective Date of this Agreement

This Agreement shall be in effect from the date first above written. The obligation of the Authority to make the payments required to be made by the Authority pursuant to subsection (a) of Section 2.1 shall terminate when all such payments have been made.

3.7 Severability of Invalid Provisions

If any one or more of the agreements of the Authority or the State set forth in this Agreement should be contrary to law, then such agreement or agreements shall be deemed severable from the remaining agreements, and shall in no way affect the validity of the other provisions of this Agreement.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Authority and the Treasurer have caused this Agreement to be duly executed and delivered as of the day and year first above written.

NEW JERSEY TURNPIKE AUTHORITY

By: _____
JOHN M. KELLER,
Executive Director

TREASURER, STATE OF NEW JERSEY

By: _____
ELIZABETH MAHER MUOIO
State Treasurer

SCHEDULE A¹

FISCAL 2022 - \$350 million

July 1, 2021	\$87.5 million
October 1, 2021	\$87.5 million
January 1, 2022	\$87.5 million
April 1, 2022	\$87.5 million

FISCAL 2023 - \$746 million²

July 1, 2022	\$186.5 million
October 1, 2022	\$186.5 million
January 1, 2023	\$186.5 million
April 1, 2023	\$186.5 million

FISCAL 2024 - \$465 million

July 1, 2023	\$116.25 million
October 1, 2023	\$116.25 million
January 1, 2024	\$116.25 million
April 1, 2024	\$116.25 million

FISCAL 2025 - \$480 million

July 1, 2024	\$120 million
October 1, 2024	\$120 million
January 1, 2025	\$120 million
April 1, 2025	\$120 million

FISCAL 2026 - \$495 million

July 1, 2025	\$123.75 million
October 1, 2025	\$123.75 million
January 1, 2026	\$123.75 million
April 1, 2026	123.75 million

FISCAL 2027 - \$510 million

July 1, 2026	\$127.50 million
October 1, 2026	\$127.50 million
January 1, 2027	\$127.50 million
April 1, 2027	\$127.50 million

¹ Based on a fiscal year payment plan

² Accumulated unpaid contribution for FY 2021, 2022, 2023

FISCAL 2028 - \$525 million³

July 1, 2027	\$131.25 million
October 1, 2027	\$131.25 million
January 1, 2028	\$131.25 million
April 1, 2028	\$131.25 million

³ This amount will continue unchanged until such time as NJ Transit has fully eliminated its Capital Budget to Operating Budget transfer and can maintain financial stability with a lesser or zero amount.

MEMORANDUM OF AGREEMENT

IFPTE LOCAL 193-C

-and-

New Jersey Turnpike Authority

The New Jersey Turnpike Authority (“Authority”) and IFPTE LOCAL 193-C (“Local 193-C” 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 Agreement as follows:

- 1. Compensation:
 - a. All employees covered by the Agreement that are on payroll effective upon the date of ratification shall receive the following across-the-board increases:

<u>Effective July 1, 2019:</u>	2.00%
<u>Effective July 1, 2021:</u>	2.00%
<u>Effective Jan. 1, 2022:</u>	2.00%
<u>Effective July 1, 2022:</u>	2.00%

All steps for all job classifications within the bargaining unit shall also be increased by the across-the-board increases set forth above.

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- b. No Layoffs: In return for the deferral of what would have been the July 1, 2020 2% raise until January 1, 2022, the Authority agrees not to layoff any bargaining unit employees for a period of 18 months commencing July 1, 2020 through December 31, 2021 and agrees that if any bargaining unit employees are laid off prior to January 1, 2022, such members shall be made whole with respect to compensation and benefits. Further, the Turnpike agrees not to challenge the legal arbitrability of a grievance seeking to enforce this provision of the parties' collective bargaining agreement.
2. Article XXV, Health Benefits: Schedule A attached (Plan Design) with Exhibits M-1, M-2, M-3, M-4 and M-5 (Employee Contributions to Medical), Exhibits R-1 and R-2 (Employee Contributions to Prescription Drug Plan), Exhibits D-1 and D-2 (Employee Contributions to Dental benefits), and Exhibits V-1 and V-2 (Employee Contributions to Vision coverage).

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 May 30, 2021. For those employees that enroll in the New Direct Access Plan on or before May 15, 2021, the New Direct Access Plan benefits and employee contributions shall be effective May 1, 2021. For those employees that enroll in the New Direct Access Plan between May 16, 2021 and May 30, 2021, the New Direct Access Plan benefits and employee contributions shall be effective June 1, 2021.

3. Article XIII, Grievance Procedure: Schedule B attached.
4. Article XXVIII, Discipline: Schedule C attached.
5. Attendance: Schedule D attached.
6. Drug and Alcohol Testing: The parties agree to continue to negotiate over the Authority's proposals concerning Drug and Alcohol testing (CDL and non-CDL). These negotiations are a continuation of the negotiations in which the parties were engaged for successor collective bargaining agreements. The Authority will present proposals on this and the Union agrees to provide the Authority with a written response to their proposals within 30 days after receipt. The written response shall include a list of specific issues, if any, that the Union has with the Authority's proposals. The parties thereafter will meet and make best efforts to reach agreement on Drug and Alcohol testing by no later than July 1, 2021.
7. Temporary Disability Benefits and Workers Comp: The existing Temporary Disability Benefits shall remain in force and effect. However, the parties agree that commencing in May 2021, the parties will meet and negotiate over Temporary Disability Benefits, including the Authority's proposal that the contract provisions should be null and void and that the Authority should instead be bound by the provisions of State Law (i.e. N.J.S.A. 43:21-40). In the course of these negotiations over the Authority's proposal on Temporary Disability Benefits, the Union may also make proposals on Workers Compensation benefits. Absent mutual agreement between the Authority and the Union, the existing Temporary Disability Benefits and Workers Compensation Benefits shall remain in effect.
8. Section VI-4, Shift Differential (Counter to Union Proposal A2): Change "all hours paid" to "all hours worked or paid."

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9. Section VI-5a and 5b, Meal Allowance (Counter to Union Proposal A3): Increase meal allowance to \$17.00 effective July 1, 2021.
10. Section VI-6, Mileage Reimbursement (Counter to Union Proposal A4): Change \$0.32 per mile to “the current IRS rate.”
11. Section VI-8, Safety Shoe Allowance (Counter to Union Proposal A5(b)): Effective January 1, 2021, the Safety Shoe Allowance for all employees shall increase from \$170.00 to \$200.00 per calendar year. Pursuant to this provision, Maintenance Department employees shall be eligible to be reimbursed for demonstrated expenses for safety shoes up to a maximum of \$200.00 per calendar year. Payment shall be made in the first pay period of July
12. Section VII, Paragraph 5(e), Night Shift: Change limitations period from “a period of six (6) months to one (1) year” to “a period of six (6) months.”
13. Section VIII, Paragraph 3: Delete existing Paragraph 3 in its entirety and replace with the following:

Non-Emergent Overtime: An employee required to work overtime in non-emergent situations shall be paid the overtime rate for all overtime hours worked outside his regularly scheduled shift. Employees that report to work for overtime in non-emergent situations will receive a minimum of four (4) hours pay at the overtime rate. The four-hour minimum will not apply to situations where the employee is only required to make telephone calls pursuant to Paragraph 3(a), but rather, only when the employee must physically report for duty during non-scheduled hours.

- a. Telephone Calls: When the Authority directs a bargaining unit member, who is off duty, to telephone fellow Authority employees, the member shall be paid one (1) hour of pay at the overtime rate for making these telephone calls. If that same member, in addition to making these telephone calls, physically reports for duty as well, the employee will receive a minimum of four (4) hours’ pay at the overtime rate in addition to receiving the one hour of pay for making the telephone calls. This sub-paragraph is applicable whether it is an emergency (under Paragraph 2, above) or non-emergent overtime.
14. Section VIII-5, State of Emergency Bonus (Counter to Union Proposal C2): Delete existing language and use **Schedule E Attached**.
15. Section VIII, Paragraph 7B, Equalization of Snow/Ice Overtime (Counter to Union Proposal C4): Change Herbertsville Yard to Telegraph Hill.
16. Section VIII: Add new paragraph that states: “Any Supervisor who leaves the negotiations unit for 30 days per year or more in the aggregate will be placed on the overtime list at 1 hour greater than the unit member with the most overtime hours upon their return to the unit.”
17. Section IX-1, Holidays: Effective January 1, 2022, eliminate Lincoln’s Birthday and replace with Day After Thanksgiving.

18. Section IX, Paragraph 6: Add: "Employees called in to work on an observed holiday shall be paid at double time for all overtime worked on the observed holiday."
19. Section X-8, Vacations: Change "Director of Maintenance" to "Crew Manager of the assigned yard."
20. Section XI-2, Seniority: Delete first sentence. Delete first part of second sentence ("For all persons who entered the unit after February 7, 1990").
21. Section XII, Paragraph 5: Add: Union representatives that have a work schedule of more than 8 hours per day shall be released with pay for the full duration of their shift.
22. Section XII, Paragraph 5: Change 20 hours to 5 workdays per month.
23. Section XV, Paragraph 4: After "higher salary range" add "or a 4% increase, whichever is greater."
24. Section XXIII-5(g), Personal Leave: Change "PSA" to "Personal Leave"
25. Section XXVI-2(c), Retirement: Delete first paragraph ("Employees who retire after December 31, 1999, shall not receive non-revenue tickets.")
26. Section XXIX-5, Non-Revenue EZ Pass (Counter to Union Proposal K): Effective January 1, 2021, provide non-revenue EZ Pass 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.
27. Term of Agreement: The term of this Agreement is from July 1, 2019 through June 30, 2023.
28. 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.
29. 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.
30. 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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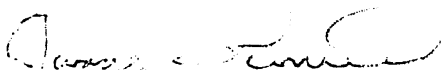
IN WITNESS WHEREOF, the parties have caused this MOA to be signed by their duly authorized representatives on this 27 day of April 2021.

FOR THE AUTHORITY:



James Carone
Deputy Executive Director

FOR THE UNION:



James Lawson
President, IFPTE, Local 193C

