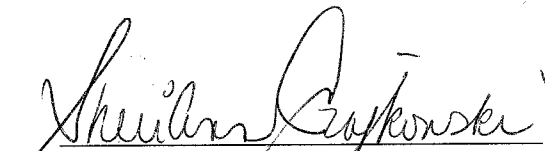


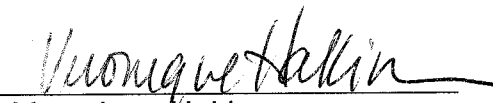
**CERTIFICATION
OF
NEW JERSEY TURNPIKE AUTHORITY**

I, Veronique Hakim, hereby certify that I am the Executive Director of the New Jersey Turnpike Authority and as such Executive Director certify that the attached copy of PROCEEDINGS OF THE NEW JERSEY TURNPIKE AUTHORITY is a true and correct copy of the Minutes of the October 25, 2011 Regular Meeting of the Authority.

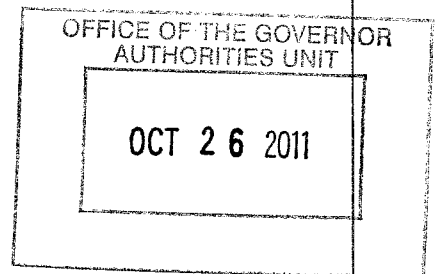
IN WITNESS THEREOF, I have hereunto set my hand and affixed the official seal of the New Jersey Turnpike Authority this 26th day of October, 2011.

ATTEST:


Sheri Ann Czajkowski
Assistant Secretary to the
Authority


Veronique Hakim,
Executive Director

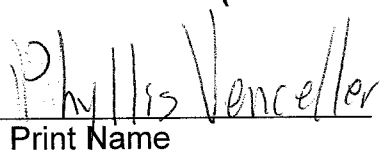
Corporate Seal




Date: October 26, 2011

**Received in the Governor's Office on October 26, 2011
(hand delivered)**

Received by:

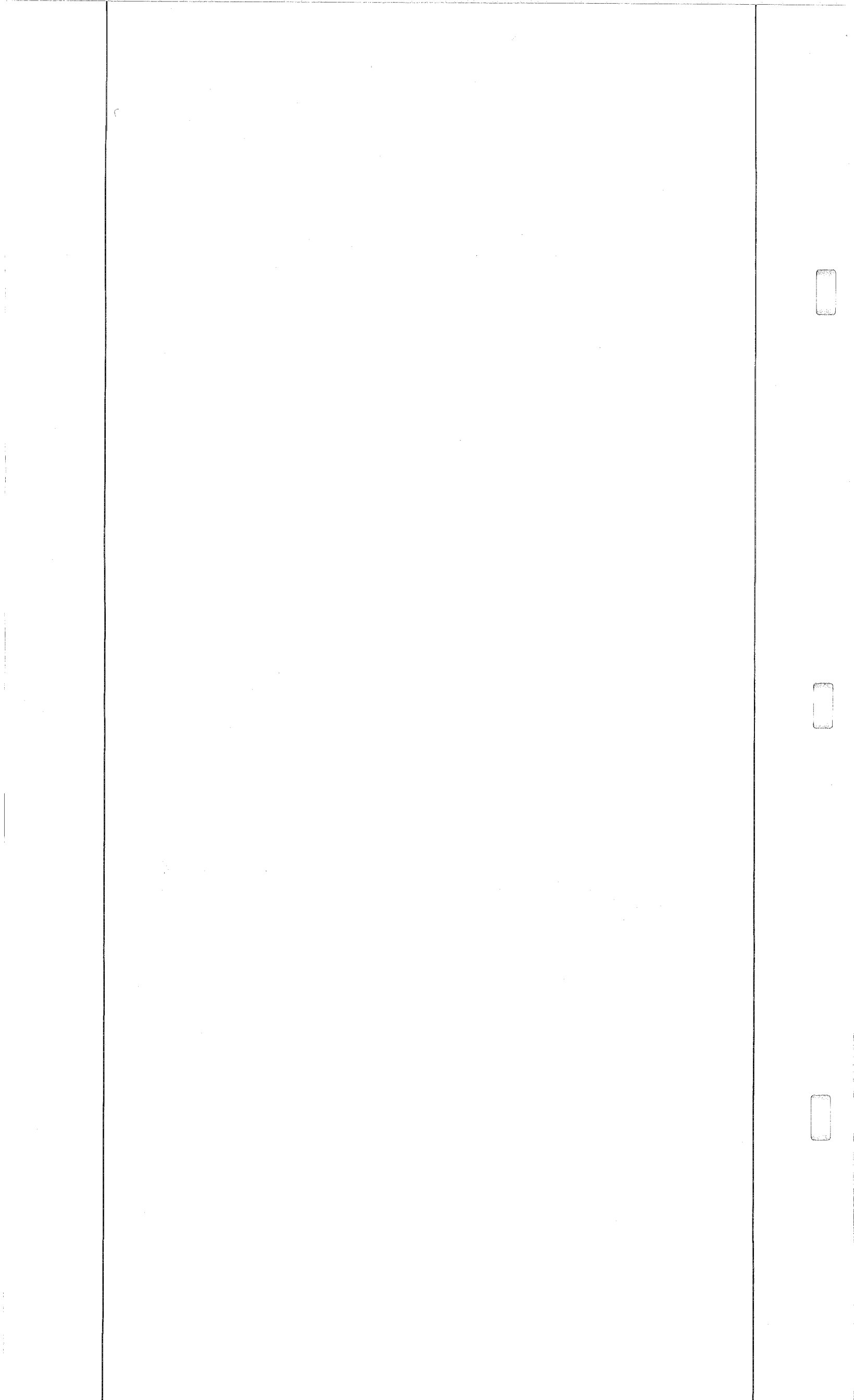

Phyllis Venceller
Print Name


Signature

Time: 10:25 a.m.

Veto Period Ends:

November 10, 2011
(Write in the date the veto period ends)



**PROCEEDINGS OF NEW JERSEY TURNPIKE AUTHORITY
COMMISSION MEETING
TUESDAY, OCTOBER 25, 2011**

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Chairman James S. Simpson called the Authority into session in the Executive Boardroom of the Authority's Administration Offices, Woodbridge, New Jersey, at 9:30 A.M.

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PRESENT

Present were Chairman James S. Simpson, Vice Chairman Ronald Gravino, Treasurer Michael DuPont; Commissioner Harold Hodes; Commissioner Troy Singleton, Commissioner Ulises Diaz and Commissioner Daniel Becht. Commissioner Raymond Pocino was absent. The meeting commenced at 9:30 a.m.

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ALSO PRESENT

Executive Director Veronique Hakim; Deputy Executive Director John O'Hern; Assistant Chief Engineer – Design, Robert Fischer; Acting Director of Law Phillip Espinosa; Electronic Toll Collection Director Dennis Switaj; Chief Financial Officer Donna Manuelli; Human Resources Director Mary-Elizabeth Garrity; Director of Internal Audit James Carone; Assistant Director of Maintenance Joseph Lentini; Assistant Director of Operations Chip Eibel; Purchasing Director Andrea Ward; Acting Director of Technology and Administrative Services Wayne Bruzek; Tolls Director Robert Quirk; NJ State Police Troop D Major Pam Elliott, and Assistant Secretary to the Authority Sheri Ann Czajkowski.

Also present were: Governors' Authorities Unit Representative Brandon Minde; additional individuals consisting of other NJTA employees; interested organizations; the general public; and from the media: The Star Ledger and The Asbury Park Press.

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NOTICE OF MEETING

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

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ACTION ON MINUTES

The Executive Director reported that ten days, excluding Saturdays, Sundays and holidays, have elapsed since Governor Chris Christie received the proceedings of the regular meeting of September 27, 2011; he did not exercise his power to veto any items in those minutes.

Upon motion made by Commissioner Hodes and seconded by Commissioner Diaz the minutes of the meeting was unanimously approved.

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RECUSALS

The Executive Director reported that advisements of recusal had been submitted and asked for any further recusals or abstentions to be placed on record for this meeting. Those results are regarding the following items:

Commissioner Hodes: 354-10-2011 through 355-10-2011
Commissioner Pocino: 352-10-2011 through 366-10-2011
Commissioner Singleton: 356-10-2011 through 359-10-2011

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PUBLIC COMMENT

Chairman Simpson opened the floor to public comment on matters relating to the current agenda and all other matters.

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PATRICIA YURA**14 VAN WATER COURT EAST BRUNSWICK**

Mrs. Yura spoke regarding the August 2011 flooding in her neighborhood in East Brunswick near Milepost 75.5 on the Turnpike. Yura has been a resident of this area for 24 years. Yura indicated that for many years she has been contacting the Authority's maintenance department to clear the culvert of debris.

On August 15 and 16, 2011, when 4-6 feet of water filled the culvert and came close to the homes in this area, Yura said the residents complained to the Township and the Authority.

Yura stated that the Authority added an extra lane and she believes that this action caused more water to go into the culvert. Yura asked why the Authority didn't create better access to the culvert when it installed sound walls several years ago.

Residents want assurances that they will not be flooded again and that the Authority should assist them with their losses because they did not have flood insurance.

Chairman Simpson stated that at the September Board Meeting several residents spoke regarding this issue. This Board has been fully briefed on the issues and is empathetic to the resident's issues. But the issues are complex and will take time to resolve. Simpson noted that when the development was originally constructed, the Authority objected to the builder's plans because it did not provide for a retaining basin sufficient to handle the drainage issues that would result from the construction.

Simpson stated that the Hurricane Irene storm in late August of 2011 was a 500 year storm that flooded thousands of homes in New Jersey, not just those in East Brunswick. The Authority will do its best to improve the matter but there are limitations as to what the Authority can do.

ED Hakim indicated that she has been sharing information with other residents and Mrs. Yura will now be added to the list. Simpson reminded Yura and that her words are not falling on deaf ears and the Turnpike will work with residents to the degree that it can because this is a very complex issue.

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ASHOK ANTELA

Mr. Antela is also a resident of East Brunswick in the area of Milepost 75.5 on the Turnpike. He echoed the issues raised by Mrs. Yura and asked that a solution be put in place so that the residents do not experience flooding in the future like they experienced as a result of Hurricane Irene in late August of 2011.

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RICHARD WIESEN

Mr. Wiesen also lives in the area of Dutch Road in East Brunswick. Wiesen thanked the Chairman and ED for meeting with residents and mentioned that the residents are still waiting for an engineering report. ED Hakim advised that the engineering report is still not complete.

Mr. Wiesen stated that the culvert filled on August 15 and 16, 2001 and the water almost reached homes in the area. The Authority should have prepared better for Hurricane Irene at the end of August 2011. Residents want records related to the cleaning of the culvert.

Wiesen claims recent paving of the third lane in the area of Milepost 75.5 resulted in more water flowing into the culvert. Wiesen stated that the Authority should not have installed the sound walls in this area in the 1980s without maintaining ready access to the culvert.

Wiesen thanked the Board, ED Hakim, and Denise DeSante for working with the residents.

Chairman Simpson stated that the Authority is still reviewing the matter and, to the extent the Authority is responsible, it will take steps to make the conditions better.

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HUMAN RESOURCES

Director of Human Resources Mary-Elizabeth Garrity requested approval of item 347-10-2011. Moved is the item as follows:

347-10-2011

Human Resources Director Garrity submitted the **Personnel Agenda**, dated October 25, 2011, and requested confirmation of the personnel matters contained therein. The Executive Director certified the recommendations for consideration.

On motion by Commissioner Hodes and seconded by Vice Chairman Gravino 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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LAW

Acting Director of Law Philip Espinosa requested approval of items 348-10-2011 through 351-10-2011. Chairman Simpson asked for clarification regarding item 350-10-2011. ED Hakim indicated that IRS regulations require the Authority to adopt a restated plan by December 31, 2011. The restated plan will bring the Authority's deferred compensation plan in compliance with the IRS regulations.

Moved as a group those items are as follows:

348-10-2011

In a memorandum dated October 7, 2011, **Recommendation for Ratification of Action Taken and Authorization for the Acquisition of Property Interests Required for the New Jersey Turnpike Authority Interchange 6-9 Widening Program , Acquisition of Three (3) Properties , 2009 Capital Construction Program, in an amount: \$ 730,200.00 (\$533,000 was previously approved, additional \$197,200 is required)**, was approved.

The New Jersey Turnpike Authority (the "Authority") is proceeding with its plans to widen the Turnpike between Interchange 6 in Mansfield Township, Burlington County and Interchange 9 in East Brunswick Township, Middlesex County (the "Widening Program"). The roadway will be widened to 12 lanes with major modifications constructed at four interchanges. Final design is currently underway and construction is proceeding.

The acquisition of the necessary property interests is critical to the success of the Widening Program. In light of same, the Commissioners of the New Jersey Turnpike Authority

authorized the Executive Director to take all steps necessary to prepare for the acquisition of property rights needed to begin construction of the Widening Program with final action being brought to the Commissioners for ratification under Agenda Item No. 315-09-2011.

This Agenda Item seeks Authorization to acquire certain Property interests as well as ratify final action taken as to other property interests as follows:

I. Negotiated Acquisitions and Correction of Property Designation Previously Approved:

The Authority has determined that the properties listed below are necessary for the Widening Program. To that end, the Authority had an appraisal prepared by independent Appraisers and reviewed by Value Research Group, LLC, the Authority's Real Estate Manager/Consultant, which set a value for each. The Authority then entered into good faith negotiations with the owner and its respective counsel as appropriate for the purchase of same or the settlement of any claims related to the acquisition based on this appraised value and in compliance with the laws governing its powers of eminent domain. Negotiations continued and a settlement of all terms was agreed upon. The following is a description of the property for which the parties have finalized negotiated terms of sale:

- 1) Turnpike Design Section 8, ROW Section 4L
Parcel No. C1229, Block 55, Lot 12.01 (**Partial Taking**)
Correction to Block and Lot Reference
24 Abeel Road, Monroe Township, Middlesex County
Owner: Prologis Six Rivers, LP
Amount: \$900.00 (**\$900.00 was previously approved, this is solely a correction**)
The acquisition of the above described property interest was previously approved as a negotiated settlement under Agenda Item No. 235-07-2011, which agenda item referenced the wrong block and lot (Block 803, Lot 8). This entry serves to correct that reference.
- 2) Turnpike Design Section 3E, ROW Section 2
Parcel No. 281A, Block 103, Lot 23
32 Shanahan Lane, Chesterfield, Burlington County
Owner: Mighty Mutts, Inc.
Amount: \$550,000 (**\$352,900 previously approved, an additional \$197,100 required for settlement**)
The Property currently consists of approximately 43.05 acres of land improved with one-single family residence that is under construction/renovation (the "Property"). The Authority must acquire a fee simple interest in two portions of the Property, including (1) 7.39 acres of vacant land; and (2) the single family residential structure and 1 acre of land associated with that structure. The acquisition of the required property interest by eminent domain was previously approved under Agenda Item Nos. 35-09 and 243-10, and eminent domain proceedings were commenced. The latter approval was required as a result of a change in the taking and modified appraisal amount. In addition, a Commissioner's Hearing was held and an award of \$575,000 was entered against the Authority. A trial date was scheduled and a settlement conference was held by the Court. The matter was ultimately resolved with the assistance of the Court via a Consent Order for \$550,000.

II. Eminent Domain Proceedings. The Authority has determined that the three (3) properties listed herein are necessary for the Widening Program. To that end, the Authority had appraisals prepared by independent Appraisers and reviewed by Value Research Group, LLC, the Authority's Real Estate Manager/Consultant, which set a value for each. With respect to the below parcels, the Authority had contacted the respective property owners and entered into good faith negotiations with said owners and their respective counsel for the purchase of same based on the appraised value and in compliance with the laws governing its powers of eminent domain. Eminent Domain proceedings are being filed as the last resort. The following is a description of said properties:

- 1) Turnpike Design Section 7, ROW Section 4K
Parcel No. 179, Block 4, Lot 14 (**Partial Taking**)
Mansfield Road West, Mansfield Township, Burlington County
Owners: Robert Lounsberry and Barbara Lounsberry
Amount: \$179,300.00 (**\$179,200 was previously approved for a negotiated settlement, an additional \$100.00 is now required to file eminent domain proceedings based on a revised taking area as indicated in bold below**)
The Property currently consists of 50.85 acres of vacant land. The NJTA must acquire

the following interest in the Property: (1) a fee simple interest in 1.003 acres of the Property to be designated as Parcel 179; (2) a slope easement consisting of the right to form and maintain slopes for grading, drainage and support of Mansfield Road West, impacting 0.175 acres of the Property to be designated as Parcel E179; (3) a utility easement consisting of the right to install and maintain a pipeline for Sunoco Pipeline L.P., impacting **0.890** acres of the Property to be designated as Parcel UE179; (4) a utility easement consisting of the right to install and maintain a pipeline for Colonial Gas Company, impacting 0.968 acres of the Property to be designated as Parcel 2UE179; (5) a conservation easement for the benefit of the New Jersey Department of Environmental Protection as riparian zone protection (together with the temporary right to enter upon the remaining lands of the owner or assigns with personnel, equipment and materials to "restoration easement areas." Said temporary rights to terminate upon completion of work.), impacting 14.6 acres of the Property to be designated as Parcel CE179; (6) a temporary construction easement consisting of the right to perform construction related activity for use during the construction of proposed pipeline, impacting **0.760** acres of the Property to be designated as Parcel C179; and (7) a temporary construction easement consisting of the right to perform construction related activity for use during the construction of proposed pipeline, impacting **1.098** acres of the Property to be designated as Parcel 2C179. The acquisition of the above property interests was previously approved under Agenda Item No. 170-10 for negotiated settlement. Since negotiations were unsuccessful the acquisitions are being pursued by commencement of eminent domain proceedings.

All actions taken by the Executive Director have been necessary for the purchase of the properties listed above including the satisfaction of certain other costs required by law to be paid at closing. All actions taken by the Executive Director have been reviewed and approved by the Law Department and General Counsel.

Based on the foregoing, it is requested that the Authority Commissioners ratify any and all actions taken by the Executive Director as outlined herein for the acquisition of the properties set forth above.

349-10-2011

In a memorandum dated October 7, 2011, **Recommendation to Request for Authorization to Enter into an Interagency Agreement with New Jersey Department of Transportation to Coordinate Efforts for the Garden State Parkway Interchange 30 to 63, Improvement Project and its Impact on State Highways 30 and 72 and U.S. Highway Routes 9 and 40**, was approved.

The New Jersey Turnpike Authority ("NJTA") is proceeding with its plans for the next phase of the Interchange 30 to 63 Improvement Project ("**Project**") which involves (1) widening the Garden State Parkway from Interchange 30 in the City of Somers Point, Atlantic County, to Interchange 63 in Stafford Township, Ocean County, (2) widening and rehabilitating the Bass River Bridge at Milepost 51.9 in Bass River Township, Burlington County, (3) widening and rehabilitating the Patcong Creek Bridge at Milepost 31 in the City of Somers Point, Atlantic County, and (4) constructing other infrastructure improvements (e.g. drainage basins, signing, guide rails). The Project entails improvements of NJTA facilities at the intersection of the Garden State Parkway with New Jersey Department of Transportation ("**DOT**") rights of way at (a) State Routes 30 and 72 and (b) U.S. Routes 9 and 40. Given the proximity of the improvements to DOT rights of way, it is necessary to coordinate with DOT during the design stage and to obtain access to DOT rights of way during construction.

Since State Routes 30 and 72 and U.S. Routes 9 and 40 are under the jurisdiction of DOT, NJTA staff recommends that NJTA enter into a Memorandum of Agreement ("**MOA**") with DOT relating to the Project activities that impact State Routes 30 and 72 and U.S. Routes 9 and 40.

Under the MOA, NJTA will coordinate its design and proposed construction activities with DOT and DOT will allow NJTA, its agents, servants, employees, contractors, assignees, and utility companies access to DOT rights of way to perform any work associated with NJTA's Project. The MOA will serve as NJTA's DOT Major Access Permit, applications for drainage and Highway Occupancy Permits, and such other permits as may be required from DOT for the Project. Project related construction on Routes 30, 72, 9, and 40 will conform to DOT's standard specifications. DOT may observe, monitor, and discuss Project construction activities in its rights of way.

The MOA (a) provides that neither party will pay the other any fees in connection with the MOA and (b) contains a mutual indemnification clause without waiver of sovereign immunities.

The terms of the MOA have been reviewed by NJTA's Engineering and Law

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Departments, and by DOT and the New Jersey Department of Law and Public Safety, Division of Law, and have been deemed satisfactory. Accordingly, it is requested that the Board of Commissions delegate to the Executive Director the authority to enter into an MOA with DOT that substantially conforms to the terms set forth herein. It is further recommended that the Commissioners authorize the Executive Director to execute any such other documents and take such other actions as are deemed necessary to execute the intent of this authorization.

350-10-2011

In a memorandum dated October 13, 2011, **a Recommendation for Authorization to Amend the New Jersey Turnpike Authority Employees' Deferred Compensation Plan and to Adopt a Restated Plan** was approved.

The New Jersey Turnpike Authority has maintained a tax deferred savings plan in accordance with applicable provisions of the Internal Revenue Code Section 457 (b), known as the New Jersey Turnpike Authority Deferred Compensation Plan ("Plan"). Two other agencies participate in the Plan, namely, the Burlington County Bridge Commission and South Jersey Transportation Agency.

As the result of the Pension Protection Act of 2006 recent amendments to the Internal Revenue Code Section 457 (b), and Final Regulations issued by the Internal Revenue Service, the Authority has determined that it is necessary to amend and restate the Plan in its entirety in order to bring the Plan into compliance with applicable laws ("Restated Plan").

The Pension Protection Act of 2006 requires that the Authority adopt the Restated Plan by the last day of the first plan year beginning on or after January 1, 2011. Therefore the Authority must adopt the Restated Plan by December 31, 2011. The notable changes include: providing for Qualified Domestic Relations Orders (QDROs), the appointment of an Administrative Committee, a description of duties of the Plan Administrator and Administrative Committee, authority to appoint an outside administrator, simplification and clarification of the Restated Plan's deferral investment, distribution and amendment provisions, and a more comprehensive description of the employee deferral limit.

Therefore, authorization is requested to adopt the Restated Plan in the form attached hereto with an **effective date of January 1, 2012.**

**NEW JERSEY TURNPIKE AUTHORITY
EMPLOYEES' DEFERRED COMPENSATION PLAN**

(Restated effective as of January 1, 2012)

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**NEW JERSEY TURNPIKE AUTHORITY
EMPLOYEES' DEFERRED COMPENSATION PLAN**

The New Jersey Turnpike Authority ("Authority") adopted the New Jersey Turnpike Authority Employees' Deferred Compensation Plan ("Plan") effective as of January 1, 1999 in accordance with the provisions of Section 27:23-1, et seq., of the New Jersey Revised Statutes and as provided in Section 457 of the Internal Revenue Code of 1986, as amended ("Code"). The Authority hereby amends and restates the Plan effective as of January 1, 2012.

This Plan is intended to comply with and to be administered in accordance with the terms of Section 457 of the Code and constitute an eligible deferred compensation plan pursuant to Section 457(b) of the Code. Provisions of the Plan shall be interpreted in accordance with this intent.

**ARTICLE I
DEFINITIONS**

- 1.01 "Account"** means the Plan account maintained for each Participant.
- 1.02 "Administrative Committee"** means the committee appointed by the Authority to perform the duties described in Article VIII.
- 1.03 "Administrator"** or "Plan Administrator" means such person or persons appointed by the Authority to administer this Plan.
- 1.04 "Account Balance"** means the amount credited to a Participant's Account which consists of the Participant's Deferred Amounts, rollovers and transfers, the investment experience of all amounts contributed or deposited in the Account and any distributions from the

Account.

1.05 “Affiliated Employer” means any toll road, bridge, tunnel or other authority organized and existing under the laws of the State of New Jersey for the purpose of administration, operation of a roadway or other transportation facility which, with the consent of the Authority, adopts this Plan for the benefit of its employees as described in Article VII.

1.06 “Beneficiary” means the designated person or persons who is entitled to receive benefits under the Plan after the death of the Participant as described in Section 5.01(E).

1.07 “Compensation” means all compensation paid to an Employee for services to the Employer as described in Section 415(c)(3) of the Code, including amounts that would have been compensation but for an election under Sections 125, 132(f), 401(k), 403(b), or 457(b) of the Code (including an election to defer compensation under this Plan).

1.08 “Code” means the Internal Revenue Code of 1986, as amended.

1.09 “Custodian” means the financial institution(s) as described in Section 457(g) of the Code appointed by the Authority to hold Plan assets.

1.10 “Correction of Excess Deferrals” means the distribution to a Participant of the amount of the Participant’s annual Deferred Amount that exceeds the statutory limits described in Section 2.04 or which exceeds such limits when combined with other amounts deferred by the Participant under another eligible deferred compensation plan under Section 457(b) of the Code.

1.11 “Deferred Amount” means the amount that a Participant’s Compensation is reduced and contributed to the Plan as described in Section 2.01.

1.12 “Employee” means any employee (including an elected or appointed official) who performs services for and receives any type of compensation from the Employer (or any agency, department, subdivision or instrumentality of the Employer) for whom services are rendered.

1.13 “Employer” means the Authority and any Affiliated Employer.

1.14 “Investment Advisor” means the person(s) appointed by the Authority to perform investment advisory services with respect to the Plan.

1.15 “Normal Retirement Age” means, with respect to each Participant, the age designated by the Participant between:

(i) the earliest age at which the participant has the right to retire under the New Jersey Public Employees’ Retirement System without the Employer’s consent and to receive immediate retirement benefits without actuarial or similar reduction because of early retirement, or, if the Participant is not eligible to participate in the New Jersey Public Employees’ Retirement System, age 65; and

(ii) age 70-1/2

Notwithstanding the preceding sentence, a Participant’s election to defer amounts in excess of the maximum deferral limits allowed by Section 2.04(A) but within the limited catch-up permitted by Section 2.04(C) shall constitute a designation of Normal Retirement Age; and provided further, if a Participant does not designate a Normal Retirement Age, he shall be deemed to have designated the normal retirement age under the New Jersey Public Employees’ Retirement System. If a Participant may also participate in another eligible Section 457 plan maintained by the State of New Jersey, there can only be one Normal Retirement Age for such Participant under all such Plans.

1.16 “Participant” means any Employee who has entered into a Participation Agreement.

1.17 “Participation Agreement” means the form supplied by the Administrator in order for an Employee to complete the Plan’s enrollment procedure.

1.18 “Plan” means the New Jersey Turnpike Authority Deferred Compensation Plan.

1.19 “Plan Year” means the calendar year.

1.20 “Qualified Domestic Relations Order” (“QDRO”) means a domestic relations order that satisfies the requirements under Section 414(p) of the Code and permits the distribution of all or a portion of a Participant’s Account Balance to an alternate payee.

1.21 “Severance from Employment” means the date the Employee dies, retires, or otherwise has a cessation of service from the Employer after 2001; prior to 2002, “Termination of Employment” was used.

1.22 “Trust” means a trust, annuity contract or custodial account as described in Section 457(g) of the Code and the funds held therein (“Trust Fund”).

1.23 “Unforeseeable Emergency” means severe financial hardship to a Participant resulting from an illness or accident of the Participant, the Participant’s spouse, dependent (as defined in Section 152(a) of the Code) or Beneficiary, loss of the Participant’s property due to casualty, or other similarly extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the Participant as described in Reg. §1.457-6(c). The need to send a Participant’s child to college or the desire to purchase a home shall not constitute an Unforeseeable Emergency. The Administrator shall have exclusive discretionary authority to determine whether a Participant has suffered an Unforeseeable Emergency.

ARTICLE II ELECTION TO DEFER COMPENSATION

2.01 Participation and Deferrals. Any fulltime Employee, *i.e.*, an Employee who is expected to complete at least 32 hours of service per week, shall be eligible to participate in the Plan on the date he commences performing services for the Employer. Upon signing and filing the Participation Agreement with the Administrator, the Employee elects to participate in this Plan, consents to the Employer deferring the amount specified in the Participation Agreement from his Compensation for each pay period and designates the investment elections for the Deferred

Amounts. The minimum Deferred Amount for any pay period is \$5.00 or such larger amount as determined by the Administrator; larger Deferred Amounts must be in \$5.00 multiples. Further, the Employee shall provide all information requested by the Administrator, including identifying any other Section 457(b) plans in which he currently participates. Employees on leave of absence or disabled shall continue to participate and make deferrals with regard to any Compensation actually paid by the Employer (but not imputed compensation or benefit payments), so long as there has not been a Severance from Employment (prior to 2002, Termination of Employment) with the Employer.

2.02 Prior Election Required. Compensation will be deferred for any calendar month only if a signed Participation Agreement has been filed with the Administrator prior to the first day of such calendar month.

2.03 Elections. The Administrator shall establish the time period(s) during which an Employee may elect to participate in the Plan. A Participant may elect to terminate his participation in the Plan at any time by providing written notice to the Administrator. In addition, a Participant may change his Deferred Amount at any time by submitting a revised Participation Agreement to the Administrator. Any election under this Section 2.03 shall become effective no later than the second payroll period following the payroll period in which the election is provided to the Administrator. Elections shall remain in effect until a new election is filed with the Administrator.

2.04 Limitations on Deferrals. Effective as of January 1, 2002, a Participant's Deferred Amounts shall be subject to the following limitations:

(A) Except as provided in subsection (B), the maximum amount that a Participant may defer under the Plan for the Participant's taxable year shall not exceed the lesser of the "applicable dollar amount" set forth in Section 457(b)(2) of the Code (as adjusted for the cost-of-living) or 100% of the Participant's Includible Compensation (as described in Section 457(e)(5) of the Code) for the year.

(B) A Participant who will attain age 50 or more by the end of the Plan Year is permitted to defer an additional "catch-up" amount for the year as described below:

Year	Maximum Catch-up
2002	\$1,000
2003	\$2,000
2004	\$3,000
2005	\$4,000
2006 and following	\$5,000 (to be adjusted)

(C) Notwithstanding the limits imposed under subsection (A), for one or more of a Participant's last three (3) taxable years ending before he attains Normal Retirement Age, the maximum amount a Participant may defer under the Plan shall be the lesser of:

- (i) twice the applicable dollar amount for the year, or
- (ii) the sum of (a) the amount established for such taxable years

under subsection (A) plus (b) so much of the amount established under subsection (A) for taxable years before such taxable year as has not previously been used; provided, however, subsection (B) shall not apply with respect to any Participant who has previously utilized this provision (other than for the three-year period prior to Normal Retirement Age under the Plan). For purposes of the limits set forth in this Section 2.04, all Section 457(b) plans in which the Employee participates shall be treated as one plan.

(D) Effective as of January 1, 2002, the deferral limits under Section 2.04(A) shall only apply to a qualified plan under Section 457(b) of the Code in which a Participant participates.

(E) For Plan Years prior to 2002, a Participant's Deferred Amounts shall be subject to the following limitations:

(i) the annual Deferred Amount shall not exceed the lesser of \$7,500 (as adjusted for the cost-of-living) or 33-1/3 percent of a Participant's Includible Compensation;

(ii) notwithstanding (i), for one or more of a Participant's last three (3) taxable years ending before he attains Normal Retirement Age, the maximum amount a Participant may defer under the Plan shall be the lesser of (a) \$15,000 or (b) the sum of the amount established under (i) for the taxable year plus so much of the amount established under (i) for previous taxable years as has not previously been used; and

(iii) the \$7,500 limit (as adjusted for cost-of-living) shall be reduced by any amount excluded from the Participant's gross income for the taxable year under Section 457(c)(2).

2.05 Denial of Excess Deferrals. The Administrator may disallow a deferral of Compensation under the Plan in order to prevent a deferral in excess of the limits described in Section 2.04. However, the Administrator shall have no duty to assure that amounts deferred are in compliance with such limitations and shall have no liability to a Participant if the Participation Agreement authorized the amount actually deferred from the Participant's Compensation.

2.06 Excess Deferrals. If the Participant's Deferred Amount for a Plan Year exceeds the limit under Section 2.04(A), the amount of any such excess and the income allocated to such excess amount shall be distributed to the Participant as soon as administratively practicable after the Administrator determines that such excess amount exists. For this purpose, all eligible plans under Section 457(b) of the Code maintained by the State of New Jersey in which the Participant participates shall be treated as a single plan

2.07 Participant Covered By More Than One Eligible Plan. If the Participant is or

has been a participant in one or more other eligible plans under Section 457(b) of the Code maintained by an employer other than the State of New Jersey for a Plan Year, this Plan and all such other plans shall be considered as one plan for purposes of applying the deferral limits under Section 2.04(A). In such event, if the Administrator has knowledge of the Participant's participation in such other plan, the Administrator shall make a distribution in accordance with Section 2.06 to the extent necessary to prevent a Deferred Amount in excess of the limits under Section 2.04(A).

ARTICLE III ACCOUNTS AND REPORTS

3.01 Account. The Administrator shall maintain an Account with respect to each Participant which may consist of one or more subaccounts. All Deferred Amounts, rollover contributions and transfers, and all income attributable to such amounts, which are credited to a Participant shall be held in one or more custodial accounts or annuity contracts, as described in Section 401(f) of the Code, and held for the exclusive benefit of the Participant and his Beneficiary. All Deferred Amounts shall be transferred to the Participant's Account as soon as administratively possible but no later than 15 business days after the end of the month in which that compensation would otherwise have been paid to the Participant.

3.02 Account Investments. The Administrative Committee shall select the investment funds(s) to be offered under the Plan. If more than one investment fund is offered, each Participant will designate on his Enrollment Form, on the service provider's website or through a customer service representative the investment fund or funds in which all amounts credited to his Account will be invested. Investment expenses properly incurred by the Plan will be debited against the Participants' Accounts.

The Administrative Committee may, from time-to-time, change the investment funds under the Plan. If the Administrative Committee eliminates a certain investment fund, all Participants who had chosen that investment fund will select another fund; the Participants will have no right to require the Administrative Committee to select or retain any investment fund. A Participant may change his investment elections pursuant to the procedures established by the Administrative Committee at any time (whether before or after payments have commenced under the Plan). Any such change will affect only investment experience after that change. Investment changes can be made daily and shall be effective on the same day if made prior to 4:00 PM; otherwise, any such change shall be effective as of the next business day.

A Participant's benefits payable under the Plan shall be determined solely by the amount of the Participant's Account Balance. The Authority and the Administrative Committee shall not be responsible for a Participant's investment choices or the performance of any investment fund offered under the Plan.

3.03 Account Report. An account statement describing the performance of a Participant's Account shall be furnished quarterly to each Participant and shall be based on the fair market value of the Account as of the reporting date.

3.04 Plan Report. Within ninety (90) days after the end of the Plan Year, the Administrator shall provide each Participant with a written report of the Plan, a schedule of all receipts and disbursements and a report of all material transactions of the Plan during the Plan Year. This report shall be in such form and contain such other information as the Administrator shall determine.

3.05 Plan Documents. A copy of the Plan shall be available for inspection by Participants or their designated representatives in the Administrator's office during normal business hours. In addition, a copy will be available online at <http://www.state.nj.us/turnpike/>.

ARTICLE IV LOANS

4.01 Loans. A Participant who is an Employee may apply for and receive a loan from his Account as provided in this Article IV. Any such loan may not be for an amount less than the minimum amount specified by the Administrator. If not specified by the Administrator, the minimum loan amount shall be \$1,000.

4.02 Maximum Loan Amount. No loan to a Participant may exceed the lesser of:

(A) \$50,000, reduced by the greater of (i) the outstanding balance on any loan from the Plan to the Participant on the date the loan is made, or (ii) the highest outstanding balance on loans from the Plan to the Participant during the one-year period ending on the day before the date the loan is approved by the Administrator (not taking into account any payments made during such one-year period), or

(B) one-half of the value of the Participant's Account Balance (as of the valuation date immediately preceding the date on which such loan is approved by the Administrator).

4.03 Terms of Loan. The terms of the loan shall:

(A) require level amortization with payments not less frequently than quarterly throughout the repayment period, except that alternative arrangements for repayment may apply in the event that the borrower is on a bona fide unpaid leave of absence for a period not to exceed one year, for leaves other than a qualified military leave within the meaning of Section 414(u) of the Code, or for the duration of a leave which is due to qualified military service;

(B) require that the loan be repaid within five years unless the Participant certifies in writing to the Administrator that the loan is to be used to acquire any dwelling unit which within a reasonable time is to be used (determined at the time the loan is made) as a principal residence of the Participant; and

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(C) provide for interest at a rate equal to one percentage point above the prime rate as published in the Wall Street Journal on the first business day of the month in which the loan is approved by the Administrator.

4.04 Security for Loans; Default.

(A) **Security.** Any loan to a Participant under the Plan shall be secured by the pledge of the Participant's Account Balance.

(B) **Default.** In the event that a Participant fails to make a loan payment under this Article IV within 90 days after the date such payment is due, a default on the loan shall occur. In the event of such default, (i) all remaining payments on the loan shall become immediately due and payable, (ii) effective as of the first day of the calendar month next following the month in which the loan default occurs, the interest rate for such loan shall be (if higher than the rate otherwise applicable) the rate being charged on loans from the Plan that are approved by the Administrator in the month in which the default occurs, (iii) no contributions shall be made on the Participant's behalf prior to the first payroll period that follows by 12 calendar months the date of repayment in full of the defaulted loan, and (iv) the Participant shall be permanently ineligible for any future loans from the Plan.

In the event of a default, the Administrator shall apply the Participant's Account Balance towards the payment of the loan on the date of the Participant's Severance from Employment. In addition, the Administrator shall take any legal action it shall consider necessary or appropriate to enforce collection of the unpaid loan with the costs of any legal proceeding or collection to be charged to the Participant's Account Balance of the Participant.

Notwithstanding any provision of the Plan to the contrary, in the event a loan is outstanding on the date of a Participant's death, his estate shall be his Beneficiary as to the portion of his interest in the Plan invested in the defaulted loan.

4.05 Repayment. The Participant shall be required, as a condition to receiving a loan, to enter into an irrevocable agreement authorizing the Administrator to make payroll deductions from his Compensation as long as the Participant is an Employee and to use such amounts in payment of loan, including interest. Repayments of a loan shall be made in equal amounts (comprised of both principal and interest) from each paycheck, with the first deduction to be made as soon as is practicable after the loan funds are disbursed. A Participant may prepay the entire outstanding balance of his loan at any time but may not make a partial prepayment. If any payroll deduction cannot be made in full because a Participant is on an unpaid leave of absence or the Participant's paycheck is insufficient for any other reason, the Participant shall pay directly to the Plan the full amount that would have been deducted from the Participant's paycheck with such payment to be made by the last business day of the calendar month in which the amount would have been deducted. Upon a Participant's Severance from Employment, the outstanding balance of the loan shall become due and payable.

**ARTICLE V
BENEFITS**

5.01 Eligibility. The Participant's Account Balance shall be paid when the Participant incurs a Termination of Employment prior to 2002, a Severance from Employment after 2001, dies, or incurs an Unforeseeable Emergency.

(A) **Retirement.** Upon a Participant attaining Normal Retirement Age, he may retire and receive the benefits provided under this Plan. Such benefits shall be paid in accordance with the payment option selected by the Participant.

(B) **Disability.** If a Participant becomes incapacitated to the extent that he is eligible to receive disability benefits under the New Jersey Public Employees' Retirement System, he shall be deemed to be disabled for purposes of this Plan. In this event, upon termination of the Participant's service with the Employer, benefits shall be paid in accordance with the payment option selected by the Participant.

(C) **Severance from Employment (Termination of Employment).** If the Participant incurs a Termination of Employment prior to 2002 or a Severance from Employment after 2001 for a reason other than retirement or disability, benefits shall be paid in accordance with the payment option selected by the Participant.

(D) **Death.** If the Participant dies, his Account Balance shall be paid to his Beneficiary in accordance with the payment option selected by the Beneficiary.

(E) **Designated Beneficiary.** At any time on or after the date the Participant signs the initial Participation Agreement, the Participant may file with the Administrator a written Beneficiary designation which names the person or persons who shall receive the benefits payable under this Plan in the event of the Participant's death. The Beneficiary designation may be changed at any time on a form provided by the Administrator. If the Participant dies without having a Beneficiary form on file, or if the designated Beneficiary does not survive the Participant by 30 days, the Participant's estate shall be the Beneficiary. If a fiduciary for such estate has not been appointed and qualified within one hundred twenty (120) days after the Participant's death, the Beneficiary shall be the surviving spouse; if none, a surviving child or children; if none, a surviving parent or parents.

5.02 Commencement of Distributions. Subject to a Participant filing a benefit distribution application with the Administrator, the distribution of benefits to a Participant shall commence within 60 days following the close of the calendar quarter in which a distribution event described in Sections 5.01(A), (B) or (C) occurs. The Participant, however, may elect to defer benefit payments until a fixed or determinable date subsequent to the date payments were to commence but not later than the date required to satisfy Section 5.05. Such election may be made by a Participant not filing a benefit distribution form with the Administrator. To insure

sufficient time to process a distribution application, the application must be submitted at least 10 business days prior to the requested distribution date. Any benefit distribution must satisfy the distribution provisions of Section 401(a)(9) and Section 457(d)(2) of the Code.

5.03 Manner, Form and Period of Distribution.

(A) Subject to the requirements of this Article V, each Participant may elect the form of distribution with respect to each event described in Sections 5.01(A), (B) or (C). Such election may be made or revised at any time at least 10 business days prior to the time that benefit payments are scheduled to commence. The distribution forms consist of the following options:

- (1) a lump-sum distribution;
- (2) a partial distribution; or
- (3) a series of installments.

(B) The partial distribution consists of a lump-sum payment followed by a series of installment payments. Subject to Section 5.03(D), the Participant can elect the amount and the period of all distributions and when the distributions commence.

(C) With respect to the installment payments, the amount payable each year is equal to the product of the Participant's Account Balance and the fraction one divided by the distribution period set forth in the Uniform Lifetime Table at Section 1.401(a)(9)-9, A-2, of the Income Tax Regulations for the Participant's age on the Participant's birthday for that year. If the Participant's age is less than age 70, the distribution period is 27.4 plus the number of years that the Participant's age is less than age 70. At the Participant's election, payments can be made in monthly or quarterly installments. The Account Balance for this calculation (other than the final installment payment) is the Account Balance as of the end of the calendar year prior to the calendar year for which the distribution is being calculated. Payments shall commence on the date elected pursuant to Section 5.02. For any calendar year, the Participant can elect distribution of a greater amount (not to exceed the amount of the remaining Account Balance) in lieu of the amount calculated using this formula.

(D) The distribution form, commencement date and payment period for any distribution shall be determined in accordance with this Article V, but for distributions after 2001, any such form, commencement date and payment period shall satisfy the incidental death benefit provisions of Section 401(a)(9)(G) of the Code and the requirements of Section 401(a)(9) and Section 457, including Section 457(d)(2), of the Code.

(E) If distribution of a Participant's benefit has begun and the Participant dies before his entire benefit is distributed, the remainder shall be distributed to the Participant's Beneficiary at least as rapidly as under the method of distribution in effect at the time of the Participant's death. Notwithstanding the preceding sentence, the Beneficiary may elect to receive the remaining portion in a lump-sum payment.

5.04 Death Benefit Distributions. If a Participant dies before distribution of his Plan benefit has commenced, distribution of the Account Balance shall commence no later than December 31 of the following calendar year to the Participant's Beneficiary. The form of distribution shall be selected by the Beneficiary from the forms described in Section 5.03(A) and shall be payable over a period not longer than the Beneficiary's life expectancy. Any such election must be made at least 10 business days before the distribution date.

5.05 Latest Distribution Date. Distribution of benefits under this Article V must begin no later than the later of (i) April 1 of the calendar year following the calendar year in which the Participant attains age 70 ½, or (ii) April 1 of the calendar year following the calendar year in which the Participant retires.

5.06 In-Service Distributions From Rollover Account. If a portion of a Participant's Account consists of a rollover contribution, the Participant may at any time elect to receive a distribution of all or any portion of the rollover contribution.

5.07 Unforeseeable Emergency.

(A) If a Participant has an Unforeseeable Emergency before a Severance from Employment (prior to 2002, Termination of Employment), the Participant may elect to receive a lump-sum distribution equal to the amount requested or, if less, the maximum amount determined by the Administrator to be permitted to be distributed under this Section 5.07.

(B) A distribution on account of an Unforeseeable Emergency may not be made to the extent the emergency is or may be relieved through reimbursement or compensation from insurance or otherwise, by liquidation of the Participant's assets, to the extent the liquidation of such assets would not itself cause severe financial hardship, or by cessation of deferrals under the Plan.

(C) Distributions because of an Unforeseeable Emergency may not exceed the amount reasonably necessary to satisfy the emergency need (which may include any amounts necessary to pay any federal, state, or local income taxes or penalties reasonably anticipated to result from the distribution).

ARTICLE VI
ROLLOVERS TO PLAN; TRANSFERS

6.01 Eligible Rollover Contributions to the Plan.

(A) If the Employer has elected to implement the provisions of this Article VI, a Participant who is an Employee and who is entitled to receive an eligible rollover distribution from another eligible retirement plan may request to have all or a portion of the eligible rollover distribution paid to the Plan. The Administrator may require such documentation from the distributing plan as it deems necessary to effectuate the rollover in accordance with Section 402 of the Code and to confirm that such plan is an eligible retirement plan within the meaning of Section 402(c)(8)(B) of the Code.

(B) For purposes of Section 6.01(A), an eligible rollover distribution means any distribution described in Section 6.03.

(C) The Plan shall establish and maintain for the Participant a separate account for any eligible rollover distribution paid to the Plan from any eligible retirement plan as described in Reg. §1.457-10(e)(2).

6.02 Plan-to-Plan Transfers to the Plan. If a Participant was formerly a participant in an eligible New Jersey governmental deferred compensation plan (within the meaning of Section 457 of the Code), the Administrator may permit the Participant to transfer assets to the Plan as provided in this Section 6.02 and as described in Reg. §1.457-10(b)(4), provided that such transfer is permitted by other plan. The Administrator, in his sole discretion, may require that the transfer be in cash or other property acceptable to the Administrator. The Administrator may require such documentation from the other plan as he deems necessary to effectuate the transfer in accordance with Section 457(e)(10) of the Code and to confirm that the other plan is an eligible governmental plan. The amount so transferred shall be credited to the Participant's Account Balance but shall not be taken into account in determining the deferral limits under Section 2.04.

6.03 Rollover Distributions.

(A) With respect to a distribution after 2001, a Participant, the surviving spouse of a Participant, or the former spouse of a Participant who is the alternate payee under a domestic relations order may elect, at the time and in the manner prescribed by the Administrator, to have all or any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by any such distributee in a direct rollover.

(B) For purposes of this Section 6.03 and Section 6.01(A), an eligible rollover distribution means any distribution of all or any portion of a Participant's Account Balance, except that an eligible rollover distribution does not include (i) any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the distributee's life (or life expectancy), (ii) any installment payment under Section 5.03 for a period of 10 years or more, (iii) any distribution made under Section 5.07 as a result of an Unforeseeable Emergency, or (iii) any distribution that is a required minimum distribution under Section 401(a)(9) of the Code.

(C) An eligible retirement plan means an individual retirement account described in Section 408(a) of the Code, an individual retirement annuity described in Section 408(b) of the Code, a qualified trust described in Section 401(a) of the Code, an annuity plan described in Section 403(a) or Section 403(b) of the Code, or an eligible governmental plan described in section 457(b) of the Code that accepts an eligible rollover distribution.

(D) With respect to calendar year 2009, notwithstanding the enactment of Section 401(a)(9)(H) of the Code, a direct rollover will be offered only for distributions that would be eligible rollover distributions without regard to Section 401(a)(9)(H).

6.04 Permissive Service Credit Transfers.

(A) With respect to Plan Years beginning after 2001, if a Participant is also a participant in a New Jersey defined benefit governmental plan (as defined in Section 414(d) of the Code) that provides for the acceptance of plan-to-plan transfers, the Participant may elect to have any portion of the Participant's Account Balance transferred to the defined benefit governmental plan. A transfer under this Section 6.04(A) may be made before the Participant incurs a Severance from Employment.

(B) A transfer may be made under Section 6.04(A) only if the transfer is either for the purchase of permissive service credit (as defined in Section 415(n)(3)(A) of the Code) under the receiving defined benefit governmental plan or a repayment to which Section 415 of the Code does not apply by reason of Section 415(k)(3) of the Code.

**ARTICLE VII
ADMINISTRATION OF PLAN**

7.01 Power to Amend or Terminate. The Authority may amend the Plan from time to time as it deems necessary or terminate the Plan at any time. No amendment, however, shall reduce any Participant's benefit accrued prior to the amendment's effective date.

7.02 No Right to Employment. Participation in this Plan by an Employee shall not be construed as a contract of employment or altering or amending an existing employment contract of the Employee. Further, participation in this Plan shall not be construed as affording to the Employee any representation or guarantee regarding his continued employment.

7.03 Disclaimer of Tax Consequences. By adopting the Plan, neither the Authority nor the Administrator represents or guarantees that any particular federal or state tax consequence will occur because of a Participant's participation in this Plan.

7.04 Applicable Law. The laws of the State of New Jersey shall apply in determining the construction and validity of this Plan.

7.05 Rights of Creditors. Prior to distribution, the amount credited to each Participant's Account shall be held in trust as provided under Section 457(g) of the Code but shall be treated as the Authority's property, subject to claims of the Authority's general creditors as described in Section 457(b)(6) of the Code.

7.06 Integration. This Plan, including all amendments, together with the Participation Agreement shall constitute the entire contract between the Employer and the Participant regarding this Plan. No oral statement or representation made by any person may be relied upon by the Participant with respect to his rights under the Plan.

7.07 Word Usage. Whenever used herein, the masculine gender shall include the

feminine and the singular shall include the plural, unless the provisions of the Plan specifically require a different construction.

7.08 Non-assignability.

(A) The rights of a Participant under this Plan, including the right to receive benefit payments, shall not be sold, assigned or transferred by a Participant or Beneficiary and shall not be subject to the rights of creditors of a Participant or any Beneficiary, except as to payments actually paid to the Participant or his Beneficiary.

(B) Notwithstanding Section 7.08(A) above, effective as of October 1, 2008, the Plan shall allow a distribution to an alternate payee pursuant to a QDRO. The Administrator shall establish a procedure to review and process QDROs.

7.09 Expenses. All expenses related to the administration and operation of the Plan shall be paid by the Plan; provided, however, the Authority shall pay the fees for consulting services necessary to establish or amend the Plan, the costs to apply for and obtain a favorable Internal Revenue Service determination and any other expenses which the Authority agrees to pay.

7.10 Affiliated Employer. With the consent of the Authority, an Affiliated Employer may adopt this Plan for the benefit of its employees. Such adoption shall be in the form of an adoption agreement executed by both the Authority and the Affiliated Employer. South Jersey Transportation Authority and Burlington County Bridge Commission are Affiliated Employers.

7.11 Headings. The headings of articles, sections or other subdivisions hereof are included solely for convenience of reference, and if there is any conflict between such headings and the text of the Plan, the text shall control.

7.12 Counterparts. This instrument may be executed in several counterparts, each of which shall be deemed an original, and said counterparts shall constitute but one and the same instrument which may be sufficiently evidenced by the counterpart.

7.13 Payments to Minors and Incompetents. If a Participant or Beneficiary entitled to receive any benefits hereunder is a minor or is adjudged to be legally incapable of giving valid receipt and discharge for such benefits, or is deemed so by the Administrator, benefits will be paid to such person as the Administrator may designate for the benefit of such Participant or Beneficiary. Such payments shall be considered a payment to such Participant or Beneficiary and shall, to the extent made, be deemed a complete discharge of any liability for such payments under the Plan.

7.14 Procedure When Distributee Cannot Be Located. The Administrator shall make all reasonable attempts to determine the identity and address of a Participant or Beneficiary entitled to benefits under the Plan. For this purpose, a reasonable attempt means (i) the mailing by certified mail of a notice to the last known address shown on the Authority's or the Administrator's records or (ii) notification sent to the Social Security Administration or the Pension Benefit Guaranty Corporation (under their program to identify payees under retirement plans). If the Administrator is unable to locate any person entitled to receive benefits under the Plan, or if there has been no claim made for such benefits, the remaining Account Balance shall continue to be held in the Trust.

**ARTICLE VIII
ADMINISTRATOR; ADMINISTRATIVE COMMITTEE**

8.01 Appointment. The Plan Administrator shall be appointed by the Authority. The Administrative Committee shall consist of five persons appointed by the Authority and shall include the Plan Administrator. In addition, as described in Section 8.03, the Administrative Committee, in its discretion, may retain a third-party administrator to perform such tasks as delegated by the Plan Administrator.

8.02 Duties of Plan Administrator. The Plan Administrator shall be responsible for the general administration of the Plan including, but not limited to, the following tasks:

- (A) to determine all questions relating to the eligibility of Employees to participate in or remain a participant in the Plan;
- (B) to compute, certify and direct payment of the amount and kind of benefits to which any Participant shall be entitled under the Plan; and
- (C) to maintain all the necessary records for the administration of the Plan.

8.03 Duties of Administrative Committee. The Administrative Committee shall be authorized to perform the following duties with respect to the Plan:

- (A) subject to the Authority's approval, the Administrative Committee may recommend a third-party administrator to perform the administrative services as described in Section 8.04;
- (B) subject to the Authority's approval, the Administrative Committee may recommend a service provider to provide investment options for the Plan;
- (C) the Administrative Committee shall be responsible for selecting and monitoring the investment options available under the Plan; and
- (D) the Administrative Committee shall be authorized to adopt Plan amendments that are ministerial, e.g., concerning a matter necessary to comply with changes to Section 457(b) of the Code or to improve Plan administration, and do not affect the requirements for participation or result in a material cost to the Authority.

8.04 Outside Administrator. In the event that the Administrative Committee retains an outside administrator as described in Section 8.03(A), the Plan Administrator shall determine what tasks shall be performed by the outside administrator. Further, the Plan Administrator shall be responsible for providing all employee records and data required by the outside administrator

to perform the delegated tasks. Notwithstanding the preceding sentences, the Plan Administrator shall not delegate any of the discretionary authority described in Article IX.

ARTICLE IX PLAN ADMINISTRATOR'S POWERS

9.01 Questions of Fact. The Plan Administrator shall have sole discretionary authority to decide or to resolve any questions of fact regarding the Participant or his Account which may be necessary in determining the Participant's rights under the Plan. Such decisions shall be binding on the Participant and any Beneficiary.

9.02 Interpretation of Plan. The Plan Administrator shall have sole discretionary authority to construe the Plan's terms and to resolve any ambiguity in its terms. All such decisions shall be made and applied in as uniform a manner as possible, taking into account all the relevant factors which produce similarity or dissimilarity of circumstance.

9.03 Agreement to Hold Harmless. Except for gross negligence or an intentional breach of fiduciary duty, the Employer shall hold harmless its employees and agents, including the Plan Administrator and the Administrative Committee, from all claims arising from any action brought by a Participant or Beneficiary to enforce his rights under this Plan.

9.04 Presumption of Reasonableness. Every action taken by the Plan Administrator and the Administrative Committee shall be presumed to be a fair and reasonable exercise of the authority vested in or the duties imposed upon the Plan Administrator and the Administrative Committee by the Plan's terms. The Plan Administrator and the Administrative Committee shall be deemed to have exercised reasonable care, diligence and prudence and to have acted impartially as to all persons interested, unless the contrary be proven by affirmative evidence.

ARTICLE X LEAVE OF ABSENCE; MILITARY SERVICE

10.01 Termination of Participation. If a Participant is on an approved leave of absence without compensation and such leave of absence continues for more than three months, the Participant shall be deemed to have terminated employment with the Employer. Prior to the expiration of the first three months of such leave of absence, the Participant may request the Administrator to permit him to leave the Deferred Amounts in the Plan while performing military service. Upon the end of qualified military service and return to employment with the Authority, the Participant may execute a new Participation Agreement to become effective as provided by the Plan.

10.02 Military Service. The Plan will be administered in accordance with Section 414(u) of the Code for Employees who perform qualified military service and return to work within the time period provided by USERRA. This includes make-up contributions that were not made during the Employee's period of military service. Contributions made up will be subject to the annual contribution limitations for the year in which they relate, rather than the year they are made. This right applies for the five years following the resumption of employment, or, if less, or a period equal to three times the period of leave or interruption of employment for military service.

10.03 Death Benefits. With respect to an Employee who dies on or after January 1, 2007 while performing qualified military service, his Beneficiary shall be entitled to receive any additional benefit provided under the Plan to which the Employee would have been entitled had he resumed employment with the Authority and then died.

351-10-2011

In a memorandum dated October 13, 2011, **a Recommendation to Request for Authorization to Appoint an Administrative Committee Consisting of Five (5) Members for the Authority's Restated Employees' Deferred Compensation Plan and to Extend the Necessary Fiduciary Insurance for Same**, was approved.

At the time of the inception of the Authority's Employees Deferred Compensation Plan ("Plan") in April of 1980, a Board of Trustees ("Board") was appointed to oversee the selection of Plan investment options and the procedure for making Plan investments. The board consisted of five (5) members one of whom served as the Plan Administrator. In or about 1994, the Board of Trustees was dissolved and a new Plan Administrator and Assistant Administrator were appointed by the Authority's Commissioners. On December 16, 2009, Tracey Walters, Comptroller, was appointed Plan Administrator and shortly thereafter in or about October of 2010 the Assistant Plan Administrator retired. No replacement Assistant Plan Administrator was appointed.

Before the Commissioners this same date is a request for Authorization to adopt a restated Employees Deferred Compensation Plan ("Restated Plan"). Article VIII of the Restated Plan provides for an Administrative Committee to be appointed and for one of its members to serve as the Plan Administrator. Article VIII of the Restated Plan also includes a description of the responsibilities of the Administrative Committee and the Plan Administrator, which include among other things, performance of ministerial duties and investment oversight.

It is recommended that Tracey Walters remain as the Plan Administrator and that the

following persons be appointed to the Administrative Committee of the Restated Plan:

- John O'Hern, Deputy Executive Director
- Donna Manuelli, Chief Financial Officer
- Mary Elizabeth Garrity, Human Resources Director
- Mariann Zach, Attorney
- Tracey Walters, Comptroller – Plan Administrator

It is further recommended that in order to protect the Authority and newly appointed Administrative Committee members, Fiduciary Liability Insurance currently held by the Authority through National Union Fire Insurance Company secured through the brokerage services of Wells Fargo Insurance be procured or extended, as necessary, to include the newly appointed members of the Administrative Committee. It is anticipated that the cost of the expanded insurance coverage will be within the Executive Director's delegated authority. However, should the cost exceed same, this item will be brought before the Commissioners for ratification.

Accordingly, authorization is requested to provide for an Administrative Committee and to appoint the above named persons to serve on the Administrative Committee of the Restated Plan. Authorization is also requested for the Executive Director to take all steps necessary to procure or extend Fiduciary Liability Insurance coverage to include the Administrative Committee appointed by this same agenda item.

On motion by Treasurer DuPont and seconded by Commissioner Singleton, the Authority unanimously approved items number 348-10-2011 through 351-10-2011; and authorized or ratified, as presented, the recommendations contained therein; and received and filed the memoranda.

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ENGINEERING

Assistant Chief Engineer – Design, Robert Fischer requested approval of item numbers 352-10-2011 through 365-10-2011, and acceptance of item 366-10-2011.

Chairman Simpson asked why the Authority is spending extra money on item 364-10-2011. Fischer indicated that there were unforeseen field conditions which extended construction by about 15 months.

Chairman Simpson and Commissioner Singleton asked about the supplement for item 365-10-2011. Fischer indicated that the soil borings were originally anticipated to be conducted on dry land, but had to be done in water and thus were more expensive. But a design change ultimately will yield \$7 million in construction savings by eliminating the construction of a bridge from the project. Moved are the items as follows:

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AWARD OF CONTRACTS

352-10-2011

In a document dated October 7, 2011, **a Recommendation to Ratify Award of Contract No. T200.250 for the New Jersey Turnpike to A.E. Stone, Inc. for Left Shoulder Restoration from Milepost 0 to 28, in an amount of \$2,531,202.00.** was approved.

Due to the need for immediate repair work, the Executive Director received delegated authority at the September 27, 2011 Commission Meeting to award this contract, upon the recommendation of the Chief Engineer. The maximum authorized amount of the contract is \$4,000,000.00. The left shoulders of the Turnpike mainline between Milepost 0 and 28 are showing signs of cracking that is indicative of sub-base failure and must be reconstructed. The preliminary estimate for this project is \$15 million and is scheduled as part of the Capital Improvement Program in early 2012. However, there are isolated sections within those limits that have completely broken up and require immediate attention for the safety of our patrons.

This contract includes removal of existing left shoulder pavement and subgrade material and the construction of aggregate base course and hot mix asphalt surface course pavement along the Turnpike northbound and southbound mainline roadways and other incidental work at various locations from Milepost 0 to 28.

Six bid proposals were received on October 5, 2011 for the above publicly advertised contract, as shown on the attached bid summary sheet. The low bid proposal, in the amount of

\$2,531,202.00, may be compared to the second low bid proposal in the amount of \$2,976,889.00. A. E. Stone, Inc. has previously performed work for the Authority and is considered competent to complete this contract.

It is, therefore, recommended that Contract No. T200.250 be ratified to the low bidder, A.E. Stone, Inc. of Egg Harbor Township, New Jersey, in the amount of \$2,531,202.00, allocated as follows: \$1,900,000.00 in 2011 and \$631,202.00 in 2012. This award is contingent upon the Treasurer of the State of New Jersey completing the review of all documents submitted by the selected awardee, pursuant to Public Law 2005, Chapter 51 (formerly Executive Order 134) and Executive Order 117 (Corzine 2008), and having no objection to same. Bids were procured and authorization is being sought to award this contract in accordance with N.J.S.A. 27:23-6.1 of the Authority's enabling legislation, N.J.A.C. 19:9-2.2, promulgated pursuant thereto, and Executive Order No. 37 (Corzine 2006).

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

353-10-2011

In a document dated October 7, 2011, **a Recommendation to Award Contract No. T300.227 for the New Jersey Turnpike to South State, Inc. for Improvements at Interchange 2, in an amount of \$3,486,897.97**, was approved.

This contract will provide for improvements at the intersection of the Interchange 2 access ramps with US Route 322 in Woolwich Township, Gloucester County. The work will include the installation of a new traffic signal and the addition of turning lanes at the intersection as determined to be necessary to improve safety and accommodate both existing and future traffic volumes.

Eight bid proposals were received on October 5, 2011 for the above publicly advertised contract, as shown on the attached bid summary sheet. The low bid proposal, in the amount of \$3,486,897.97, may be compared to the second low bid proposal in the amount of \$3,498,889.00. South State, Inc. has previously performed work for the Authority and is considered competent to complete this contract.

It is, therefore, recommended that Contract No. T300.227 be awarded to the low bidder, South State, Inc. of Bridgeton, New Jersey, in the amount of \$3,486,897.97. This award is contingent upon the Treasurer of the State of New Jersey completing the review of all documents submitted by the selected awardee, pursuant to Public Law 2005, Chapter 51 (formerly Executive Order 134) and Executive Order 117 (Corzine 2008), and having no objection to same. Bids were procured and authorization is being sought to award this contract in accordance with N.J.S.A. 27:23-6.1 of the Authority's enabling legislation, N.J.A.C. 19:9-2.2, promulgated pursuant thereto, and Executive Order No. 37 (Corzine 2006).

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

354-10-2011

In a document September 28, 2011, **a Recommendation to Award Contract No. A600.102D for the Garden State Parkway and New Jersey Turnpike to PKF Mark III, Inc. for Installation of Variable Message Signs at New and Existing Locations on the Turnpike and Parkway, in an amount of \$21,653,620.80**, was approved.

The work to be performed under this contract involves installation of the state-of-the-art technology Variable Message Signs (VMS) and Variable Speed Limit Signs (VSLS) at new and existing locations in replacement of existing Emergency Speed Warning/Speed Limit (ESW/SL) signs on the New Jersey Turnpike from Milepost 100.00 to 121.08 and installation of VMS at new and existing locations in replacement of existing VMS' located on the Garden State Parkway from Milepost 99.29 to 146.07. The proposed work includes removal of existing signs and sign structures, constructing foundation for non-standard sign structures, furnishing and installation of non-standard overhead VMS sign support structures, installation and testing of VMS/VSLS, installation of roadway safety features and associated electrical and ITS work. All work under this construction contract shall be performed within 26 months from November 1, 2011 through December 20, 2013.

Six bid proposals were received on September 20, 2011 for the above publicly advertised contract, as shown on the attached bid summary sheet. The low bid proposal, in the amount of \$21,653,620.80, may be compared to the Engineer's Estimate in the amount of \$24,111,116.00. PKF Mark III, Inc. has previously performed work for the Authority and is considered competent to complete this contract.

It is, therefore, recommended that Contract No. A600.102D be awarded to the low bidder, PKF Mark III, Inc. of Newton, Pennsylvania, in the amount of \$21,653,620.80. 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

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to same. Bids were procured and authorization is being sought to award this contract in accordance with N.J.S.A. 27:23-6.1 of the Authority's enabling legislation, N.J.A.C. 19:9-2.2, promulgated pursuant thereto, and Executive Order No. 37 (Corzine 2006).

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

355-10-2011

In a document dated October 7, 2011, **a Recommendation to Award Contract No. P600.102F for the Garden State Parkway to PKF Mark III, Inc. for Installation of Variable Message Signs at New and Existing Locations on the Parkway, in the amount of \$9,985,679.22**, was approved.

The work to be performed under this contract involves installation of the state-of-the-art technology Variable Message Signs (VMS) at new and existing locations in replacement of existing Variable Message Signs located on the Garden State Parkway from Milepost 5.80 to 102.02. The proposed work includes removal of existing signs and sign structures, constructing foundations for standard sign structures, installation of cantilever and overhead VMS sign support structures, installation and testing of VMS, installation of roadway safety features and associated electrical and ITS works. All work under this construction contract shall be performed within 18 months from January 2, 2012 through June 28, 2013.

Nine bid proposals were received on October 7, 2011 for the above publicly advertised contract, as shown on the attached bid summary sheet. The low bid proposal, in the amount of \$9,985,679.22, may be compared to the second low bid proposal in the amount of \$10,061,671.84. PKF Mark III has previously performed work for the Authority and is considered competent to complete this contract.

It is, therefore, recommended that Contract No. P600.102F be awarded to the low bidder, PKF Mark III, Inc. of Newtown, Pennsylvania, in the amount of \$9,985,679.22. This award is contingent upon the Treasurer of the State of New Jersey completing the review of all documents submitted by the selected awardee, pursuant to Public Law 2005, Chapter 51 (formerly Executive Order 134) and Executive Order 117 (Corzine 2008), and having no objection to same. Bids were procured and authorization is being sought to award this contract in accordance with N.J.S.A. 27:23-6.1 of the Authority's enabling legislation, N.J.A.C. 19:9-2.2, promulgated pursuant thereto, and Executive Order No. 37 (Corzine 2006).

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

On motion by Commissioner Diaz and seconded by Treasurer DuPont, the Authority unanimously approved items number 352-10-2011 through 355-10-2011; and authorized or ratified, as presented, the recommendations contained therein; and received and filed the memoranda.

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FINAL ACCEPTANCES OF CONTRACTS

356-10-2011

In a document dated October 6, 2011, **a Recommendation for Final Acceptance, Contract P100.108 for the Garden State Parkway to Joseph M. Sanzari, Inc. for Bridge Repairs and Resurfacing, Milepost 126 to 172, in an amount of \$274,698.19**, was approved.

This contract involved replacing deteriorated concrete bridge deck slabs; repairing deck spalls; repairing and reconstructing deck joints; repairing headers; removing asphalt surfacing; placing new membrane waterproofing; resurfacing approach roadways and bridge decks; pavement striping; and other incidental work on various bridge structures along the Garden State Parkway from MP 126 to MP 172 in Middlesex, Union, Essex, Passaic, and Bergen Counties, New Jersey. The contract was awarded on February 18, 2010 to the low bidder, Joseph M. Sanzari, Inc., 90 West Franklin Street, Hackensack, NJ 07601 in the total amount of \$5,570,118.80.

During the course of the contract, there were two Change Orders for a total increase of \$141,743.16, adjusting the final total amount of this contract to \$5,711,861.96.

The Certification and Recommendation for Final Acceptance has been executed by the Engineers, the General Consultants and the Chief Engineer.

All required contract documents including the Engineer's Final Certification, Maintenance Bond, Affidavit of Prevailing Wage and the Final Payment Certificate (14F) have been submitted to the Law Department and approved as to correctness of form. Furthermore, the Law Department advises that there are no liens outstanding against the Contractor.

We concur and recommend that Contract P100.108 be accepted, and that final payment in the amount of \$274,698.19 be made to the Contractor.

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357-10-2011

In a document dated September 30, 2011, **a Recommendation for Final Acceptance, Contract P100.117 for the Garden State Parkway to Railroad Construction Co., Inc. for Bridge Deck Repairs and Parapet Improvements, Milepost 0.0 to 150.0, in the amount due to the contractor of \$470,832.33**, was approved.

This contract involves replacing concrete bridge parapets; replacing deteriorated concrete bridge deck slabs; repairing deck spalls; repairing and reconstructing deck joints; repairing headers; removing asphalt surfacing; placing new membrane waterproofing; resurfacing approach roadways and bridge decks; pavement striping; and other incidental work on various bridge structures along the Garden State Parkway from Milepost 0.0 to 150.0 in Cape May, Atlantic, Burlington, Ocean, Monmouth, Middlesex, Union, and Essex Counties, New Jersey. The contract was awarded on May 27, 2009 to the low bidder, Railroad Construction Company, Inc., 75-77 Grove Street, Paterson, NJ 07503 in the total amount of \$11,081,165.00.

During the course of the contract, there were four Change Orders for a total decrease of \$523,868.36, adjusting the final total amount of this contract to \$10,557,296.64.

The Certification and Recommendation for Final Acceptance has been executed by the Engineers, the General Consultants and the Chief Engineer.

All required contract documents including the Engineer's Final Certification, Maintenance Bond, Affidavit of Prevailing Wage and the Final Payment Certificate (21F) have been submitted to the Law Department and approved as to correctness of form. Furthermore, the Law Department advises that there are no liens outstanding against the Contractor.

We concur and recommend that Contract P100.117 be accepted, and that final payment in the amount of \$470,832.33 be made to the Contractor.

358-10-2011

A document dated October 7, 2011, **a Recommendation for Final Acceptance, Contract P200.127 to M. L. Ruberton Construction Co. for Guide Rail Improvements, Milepost 0 to 30, in an amount due to the contractor of \$148,325.84**, was approved.

This contract involved various guide rail improvements on the Garden State Parkway northbound and southbound from Milepost 0 to Milepost 30 in Cape May and Atlantic Counties, New Jersey. The contract was awarded on May 5, 2010 to the low bidder, M. L. Ruberton Construction Co., 1512 Mays Landing Road, Hammonton, NJ 08037, in the total amount of \$1,986,458.60.

During the course of the contract, there were two Change Orders for a total decrease of \$214,576.84, adjusting the final total amount of this contract to \$1,771,881.76.

The Certification and Recommendation for Final Acceptance has been executed by the Engineers, the General Consultants and the Chief Engineer.

All required contract documents including the Engineer's Final Certification, Maintenance Bond, Affidavit of Prevailing Wage and the Final Payment Certificate (10F) have been submitted to the Law Department and approved as to correctness of form. Furthermore, the Law Department advises that there are no liens outstanding against the Contractor.

We concur and recommend that Contract P200.127 be accepted, and that final payment in the amount of \$148,325.84 be made to the Contractor.

359-10-2011

In a document dated September 28, 2011, **a Recommendation for Final Acceptance, Contract T200.150 for the New Jersey Turnpike to Mount Construction Co., Inc. for Resurfacing, Milepost 0 to 74, in the amount due to the contractor of \$127,661.21**, was approved.

This contract which involved resurfacing of asphalt surface course pavement along Turnpike mainline roadways, ramps, toll plazas, shoulders and other incidental work from Milepost 0 to 74 in Salem, Gloucester, Camden, Burlington, Mercer and Middlesex Counties, New Jersey. The contract was awarded on May 20, 2010 to the low bidder, Mount Construction Co., Inc., 427 S. White Horse Pike, Berlin, NJ 08009 in the total amount of \$4,994,280.00.

During the course of the contract there was one Change Order for a total decrease of \$1,205,188.64, adjusting the final total amount of this contract to \$3,789,091.36.

The Certification and Recommendation for Final Acceptance has been executed by the Engineers, the General Consultants and the Chief Engineer.

All required contract documents including the Engineer's Final Certification, Maintenance Bond, Affidavit of Prevailing Wage and the Final Payment Certificate (8F) have been submitted to

the Law Department and approved as to correctness of form. Furthermore, the Law Department advises that there are no liens outstanding against the Contractor.

We concur and recommend that Contract T200.150 be accepted, and that final payment in the amount of \$127,661.21 be made to the Contractor.

On motion by Treasurer DuPont and seconded by Vice Chairman Gravino, the Authority unanimously approved items number 356-10-2011 through 359-10-2011; and authorized or ratified, as presented, the recommendations contained therein; and received and filed the memoranda.

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PROFESSIONAL SERVICES (OPSs)

360-10-2011

In a document dated October 7, 2011, **a Recommendation to Issue Order for Professional Services No. T3377 for the New Jersey Turnpike to Greenman-Pedersen, Inc. for Design Services for Contract No. T100.243, Bridge Repairs and Resurfacing, Milepost 0 to 122, NB-HCE and the Pearl Harbor Memorial Turnpike Extension (PHMTE) and Contract No. T100.244, Bridge Deck Repairs and Resurfacing, Milepost 83 to 122 and the Newark Bay-Hudson County Extension (NB-HCE), in an amount of \$2,488,000.00**, was approved.

This Order for Professional Services will provide for the inspection, condition evaluation and preparation of contract documents for the two annual bridge repair contracts referenced above.

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 with 51 engineering firms prequalified and eligible under Profile Code A092 – Bridges: Miscellaneous Repairs and A093 – Bridges: Deck Replacement and Rehabilitation. Four firms submitted EOIs by the closing date of August 5, 2011.

The scoring of the EOIs by the Review Committee resulted in the following order of ranking: 1) Greenman-Pedersen, Inc., 2) Dewberry-Goodkind, Inc., and 3) Hardesty & Hanover, LLP. These three firms were requested to submit Technical and sealed Fee Proposals. The Committee reviewed and evaluated each firm's Technical Proposal and final scoring resulted in Greenman-Pedersen, Inc. being the highest technically ranked firm. The fee submitted 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. T3377 be issued to the firm of Greenman-Pedersen, Inc. of Lebanon, New Jersey not to exceed the amount of \$2,488,000.00, allocated as follows: \$100,000.00 in 2011, \$1,700,000.00 in 2012, and \$688,000.00 in 2013. This amount includes reimbursement of direct salaries times a maximum multiplier of 2.80, based on a 10% allowance for profit and an overhead rate of 154.5% or, the firm's overhead rate as determined by Federal Audit Regulation (FAR) procedure, whichever is less, 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).

361-10-2011

In a document dated September 28, 2011, **a Recommendation to Issue Order for Professional Services No. A3384 for the Garden State Parkway and New Jersey Turnpike to M&J Engineering P.C. for Supervision of Construction Services for Contract No. A600.102D, Installation of Variable Message Signs at New and Existing Locations on the Turnpike and Parkway, in an amount of \$2,360,000.00**, was approved.

This Order for Professional Services provides for the construction supervision of the referenced contract. The proposed work includes removal of existing signs and sign structures, constructing foundations for non-standard sign structures, furnishing and installation of non-standard overhead VMS sign support structures, installation and testing of VMS/VSLs, installation of roadway safety features and associated electrical and ITS work. All work under this construction contract shall be performed from November 1, 2011 through December 20,

29009
2013.

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 61 engineering firms were prequalified and eligible under Profile Code B-153, Roadway Construction Inspection. Eight firms submitted EOIs by the closing date of July 22, 2011.

The scoring of the EOIs by the Review Committee resulted in the following order of ranking: 1) Jacobs Engineering Group, Inc.; 2) M & J Engineering, P.C.; and 3) KS Engineers, P.C. These three firms were requested to submit Technical and sealed Fee Proposals. The Committee reviewed and evaluated each firm's Technical Proposal and final scoring resulted in M & J Engineering, P.C. being the highest technically ranked firm. The fee submitted 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. A3384 be issued to the firm of M & J Engineering, P.C. of Closter, New Jersey not to exceed the amount of \$2,360,000.00. 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).

362-10-2011

In a document dated October 6, 2011, **a Recommendation to Issue Order for Professional Services No. A3409 for the Garden State Parkway and New Jersey Turnpike to Michael Baker Jr., Inc. for Technical Services, Enterprise Geospatial Information Systems based Utility and Asset Management System Implementation, in an amount of \$345,000.00**, was approved.

This OPS will provide immediate technical support for the Authority's existing GIS software, hardware and applications, as well as for CADD/as-built to GIS conversion, field surveying, set-up and training for Authority staff to be able to participate in the collection of accurate data on buried utilities, and the development and implementation of an intranet and GIS-based Utility Management and Mapping System.

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 seven engineering firms were prequalified and eligible under Profile Codes: D600 – Geographic Information Systems and D141 – Computer Software: Application Design. Four firms submitted EOIs by the closing date of September 14, 2011.

Subsequent to the scoring of EOIs by the Review Committee, Fee Proposals were requested from the top three firms. The firms in the order of ranking are: 1) Michael Baker Jr., Inc.; 2) Johnson, Mirmirian & Thompson; and 3) Greenman-Pedersen, Inc. The fee submitted by Michael Baker Jr., 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. A3409 be issued to the firm of Michael Baker Jr., Inc. of Hamilton, New Jersey, not to exceed the amount of \$345,000.00, allocated as follows: \$80,000.00 in 2011 and \$265,000.00 in 2012. 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 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).

363-10-2011

In a document dated October 7, 2011, **a Recommendation to Issue Order for Professional Services No. T3414 for the New Jersey Turnpike to IH Engineers, P.C. for**

Supervision of Construction Services for, Contract No. T300.227, Improvements at Interchange 2, in an amount of \$545,000.00, was approved.

This Order for Professional Services provides for the construction supervision of the referenced contract, which consists of improvements at the intersection of the Interchange 2 access ramps with US Route 322 in Woolwich Township, Gloucester County. The work will include the installation of a new traffic signal and the addition of turning lanes at the intersection as determined to be necessary to improve safety and accommodate both existing and future traffic volumes.

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 54 engineering firms were prequalified and eligible under Profile Codes B153 – Roadway Construction Inspection and B154 – Roadway Resurfacing Inspection. Thirteen firms submitted EOIs by the closing date of September 19, 2011.

Subsequent to the scoring of EOIs by the Review Committee, Fee Proposals were requested from the top three firms. The firms in the order of ranking are: 1) IH Engineers, P.C.; 2) Gannett Fleming, Inc.; and 3) STV Incorporated. The fee submitted by IH Engineers, P.C. has been reviewed, negotiated, and is considered to be fair and reasonable for the services to be provided.

It is, therefore, recommended that Order for Professional Services No. T3414 be issued to the firm of IH Engineers, P.C. of Princeton, New Jersey, not to exceed the amount of \$545,000.00. This amount includes reimbursement of direct salaries times a maximum multiplier of 2.1 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).

364-10-2011

In a document dated October 5, 2011, **a Recommendation to Issue Supplement A to Order for Professional Services No. T3192 for the New Jersey Turnpike to Stone & Webster, Inc. for Supervision of Construction Services for Contract No. T100.077, Bridge Deck Repairs and Resurfacing Milepost 83 to 122 and the Newark Bay-Hudson County Extension; Contract No. T100.089, Miscellaneous Structural Repairs to Milepost 0 to 122, the Pearl Harbor Memorial Turnpike Extension and the Newark Bay-Hudson County Extension; and Contract No. T100.112 for Interchange 16E/18E Improvements, Reconstruction of Structure No. E112.58A, in an amount of \$365,000.00,** was approved.

This Order for Professional Services was issued at the December 2008 Commission Meeting in the amount of \$2,740,000.00 to provide construction supervision of the referenced contracts.

Supplement A will compensate Stone & Webster, Inc. for unanticipated additional services associated with extending the duration of Contract No. T100.112 by approximately 15 months. This compares to the Request for Proposal Contract No. T100.112 duration of 15 months. The construction time extension is based on a) two month increase to the contract duration prior to bid, but after the issuance of OPS No. T3192; b) seven months to address unforeseen field conditions requiring MSE Wall design changes; c) three months for unanticipated additional work; and d) three months for MSE Wall select fill material evaluation and wall anchor design changes. Contract Nos. T100.077 and T100.089 are complete and in close-out phase.

Stone & Webster, Inc. submitted a proposal in the amount of \$365,000.00 to provide the required services. The proposal has been reviewed, negotiated, and is considered fair and reasonable for the services to be provided.

It is, therefore, recommended that Supplement A to Order for Professional Services No. T3192 be issued to Stone & Webster, Inc., not to exceed the amount of \$365,000.00, with compensation on the same basis as the original Order for Professional Services. The addition of this amount increases the total authorized fee from \$2,740,000.00 to \$3,105,000.00. The original contract was procured pursuant to N.J.S.A. 52:34-9.1 et seq. and N.J.A.C. 19:9-2.8.

365-10-2011

In a document dated September 30, 2011 **a Recommendation to Issue Supplement A to Order for Professional Services No. T3260 for the New Jersey Turnpike to T.Y.LIN International for Design and Environmental Permitting for Improvements at Interchanges 15W and 16W, in an amount of \$98,200.00,** was approved.

This Order for Professional Services was issued at the October 2009 Commission Meeting in the amount of \$1,935,000.00 to provide engineering services associated with preliminary and final design, environmental permitting and the preparation of contract documents and other ancillary activities for improvements at Interchanges 15W and 16W.

Supplement A will compensate T.Y.LIN International for additional design services required for various out-of-scope tasks. These tasks include a maintenance area access study at Interchange 16W that resulted in the decision to not construct a new \$7 million bridge for maintenance yard access. In addition, the Supplement includes additional direct expenses for the subsurface soil investigation program necessitated because of the fact that the estimated boring program costs did not originally include water based (barge) borings which were required by the final bridge alignment.

T.Y.LIN International submitted a proposal in the amount of \$98,200.00 to provide the required services. The proposal has been reviewed, negotiated, and is considered fair and reasonable for the services to be provided.

It is, therefore, recommended that Supplement A to Order for Professional Services No. T3260 be issued to T.Y.LIN International, not to exceed the amount of \$98,200.00, with compensation on the same basis as the original Order for Professional Services. The addition of this amount increases the total authorized fee from \$1,935,000.00 to \$2,033,200.00. The original contract was procured pursuant to N.J.S.A. 52:34-9.1 et seq. and N.J.A.C. 19:9-2.8.

On motion by Commissioner Hodes and seconded by Treasurer DuPont, the Authority unanimously approved items number 360-10-2011 through 365-10-2011; and authorized or ratified, as presented, the recommendations contained therein; and received and filed the memoranda.

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

366-10-2011

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

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

The Authority unanimously accepted the reports contained in item 366-10-2011 and received same for file.

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PURCHASING

Director of Purchasing Andrea Ward requested approval of item numbers 367-10-2011 through 372-10-2011.

Chairman Simpson asked why the Authority is spending additional money on tree removal services as reflected in item 370-10-2011. Ward stated the Authority can only anticipate what tree removal work will be done. It is not until the contractor is on site when we will know exactly what work needs to be performed. The Authority has a new contract for these services and there will not be any supplements to this contract in the future.

Moved as a group those items are as follows:

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PUBLIC BID SOLICITATIONS

367-10-2011

In a document dated October 17, 2011, **a Recommendation for Snow Plow Parts (Gledhill) Re-bid, RM-1035, in an amount of \$102,641.19**, was approved.

Authorization is requested to award a one-year contract for Gledhill Snow Plow Parts to be stored in inventory for use on the Authority's snow equipment. The Inventory Division requisitioned replacement parts or approved equivalents to repair Gledhill snow plows. Bidders were required to quote unit and total prices for 23 line items of parts including but not limited to, bumper curbs, mushroom shoes, reversing cylinders and a-frames. In addition, bidders were required to quote a discount off Gledhill Manufacturers List Price for miscellaneous items. The bid was fully advertised and the five vendors listed in the Authority's data base for the referenced commodity were notified of the procurement. Actual unit prices can be obtained in the Purchasing Department. On October 7, 2011, two bids were received. Bid results are as follows:

	<u>Total Price/Discount</u>
Industrial Motor Supply Inc., Harrisburg, PA	\$102,641.19/5%
Tony Sanchez Ltd, Ledgewood, NJ	\$105,080.62/13%

Department Estimate: \$65,000

The low bid amount (\$102,641.19) is significantly above the Departmental Estimate of \$65,000. According to the Inventory Buyer, the Departmental Estimate was based on the existing State Contract pricing for the said items. (The State Contract is no longer in effect.) Staff reviewed the bids and concluded that the bid submitted by Industrial Motor Supply, Inc. is competitive and acceptable.

Bids were procured, and authorization is being sought to award this contract in accordance with N.J.S.A. 27:23-6.1 of the Authority's enabling legislation, N.J.A.C. 19:9-2.2, promulgated pursuant thereto, and Executive Order No. 37 (Corzine 2006). This award is also contingent upon the Treasurer of the State of New Jersey completing the review of all documents submitted by the selected awardee pursuant to Public Law 2005, Chapter 51 and Executive Order No. 117 (Corzine 2008), and having no objection to same.

Accordingly, authorization is requested to award a one-year contract to Industrial Motor Supply Inc. for a total amount not to exceed \$102,641.19.

368-10-2011

In a document dated October 14, 2011, **a Recommendation for Underground Utility Locating and Marking Services, Contract No. 1463, to terminate the contract with Accumark Inc.**, was approved.

At the February 23, 2011 Board of Commissioners Meeting (Agenda Item #62-02), the Authority awarded a two-year contract to Accumark, Inc. for underground utility locating and marking services along the New Jersey Turnpike. These services are required as a safety measure to prevent hitting underground utility (usually water or gas) lines while digging during construction. The authorized annual amount of Contract No. 1463 is \$212,880. The contract was procured 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).

From inception of the contract, the parties disagreed over the scope of services and payment terms. The Authority made diligent attempts to resolve its differences with Accumark. After four months, however, staff determined that it would be in the best interest of the Authority to terminate the contract for convenience and conduct a new bid solicitation. The Authority will compensate Accumark, Inc. in accordance with the terms of the contract solely for work performed to date. Accumark, Inc.'s representatives have concurred. In the meantime, staff will revise the specifications to address the issues that were in question by the vendor.

Accordingly, authorization is requested to terminate Contract No. 1463 and re-bid the contract with revised specifications.

369-10-2011

In a document dated October 14, 2011, **a Recommendation for Temporary Trailers Hale Trailer Brake & Wheel, Inc., RM 1010, in an amount of \$2,940.00**, was approved.

At the September 27, 2011 Commission Meeting (Agenda Item 335-09-2011), the Board of Commissioners awarded a public bid contract to Hale Trailer Brake & Wheel, Inc. for temporary trailers to be used during the 2011-2012 snow season. The Maintenance Department requires another trailer due to additional female personnel assigned to Maintenance District 3

(Clark) on the Garden State Parkway. The cost for the additional trailer is \$2,940.00.

The underlying bid solicitation was conducted 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).

Accordingly, authorization is requested to increase the contract with Hale Trailer Brake & Wheel, Inc. for one additional trailer in an amount not to exceed \$2,940.00, subject to funding availability at the time of services. This will bring the total authorized amount to \$41,693.00.

370-10-2011

In a document dated October 14, 2011, **a Recommendation for Tree/Brush Trimming and Removal Services to Asplundh Tree Experts, Contract 1077-2, in an amount of \$83,023.50**, was approved.

At the January 28, 2000 Commission Meeting (Agenda item 19-09) the Board of Commissioners awarded a publicly bid contract to Asplundh Tree Experts for Tree/Brush Trimming and Removal Services along the New Jersey Turnpike in an amount not to exceed \$500,000.00. The Maintenance Department has requested an increase in the amount of \$83,023.50 to pay outstanding invoices for additional essential work that was performed under the contract. The additional work involved the on-going widening project on the Turnpike. The Maintenance Department does not anticipate any additional monies being expended under this contract, as a contract for these services with two new vendors was approved by the Board on September 7, 2011 (Agenda Item 287-08) and took effect October 1, 2011.

The underlying bid solicitation was conducted 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).

Accordingly, authorization is increase Contract No. 1077 with Asplundh Tree Experts to pay outstanding invoices in an amount not to exceed \$83,023.50. This will bring the total authorized total amount to \$583,023.50.

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NEW JERSEY STATE CONTRACTS

371-10-2011

In a document dated October 14, 2011, **a Recommendation for Heavy Duty Truck Parts to Lawson Products, Inc., Contract No. 1428, State Contract No. 73736, expiring 3/17/12, in an amount of \$10,000.00**, was approved.

In February, 2011 a contract was issued to Lawson Products, Inc. for heavy duty truck parts. These parts are used for repairs on all roadway equipment, including snow plows. The contract was procured via the New Jersey State Contract system in an amount not to exceed \$35,000. Funds have been depleted, and the Maintenance Department has requested an increase of \$10,000 in order to purchase parts through the expiration of the State Contract on March 17, 2012.

This contract was procured 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). Accordingly, approval is requested to increase the authorized amount of Contract No. 1428 by \$10,000 for a new authorized amount of \$45,000.00.

372-10-2011

In a document dated October 14, 2011, **a Recommendation for Electric Lamps to Jewel Electric Supply, Contract No. 1241, State Contract No. 73165, expiring 12/31/11, in an amount of \$7,500.00**, was approved.

In October 2009, the Authority awarded a contract to Jewel Electric Supply Co. for electrical supplies including lamps, tubes and bulbs. These items are used at Authority facilities on both roadways. The contract was procured via the New Jersey State Contract system in an amount not to exceed \$70,000. Funds have been depleted, and the Maintenance Department has requested an increase of \$7,500 in order to purchase electric lamps through the expiration of the State Contract on December 31, 2011.

This contract was procured 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). Accordingly, approval is requested to increase the authorized amount of

Contract No. 1241 with Jewel Electric Supply Co. by \$7,500 for a new authorized amount of \$77,500.00.

On motion by Vice Chairman Gravino and seconded by Commissioner Hodes, the Authority unanimously approved items 367-10-2011 through 372-10-2011; and authorized or ratified, as presented, the recommendations contained therein; and received and filed the memoranda.

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GENERAL BUSINESS

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FINANCE

Chief Financial Officer Donna Manuelli requested approval of item number 373-10-2011. Manuelli reported that the Authority's 2011 toll revenue will be \$50-55 million short of projections. Chairman Simpson indicated that the Board is concerned about these numbers. Treasurer DuPont asked if this shortfall will affect the Authority's financial commitment to the state. Chairman Simpson indicated that the Authority has sufficient revenue to meet its commitment to the state. Moved is the items as follows:

373-10-2011

Chief Financial Officer Donna Manuelli presented the **Financial Summary** for the nine (9) months ended September 30, 2011.

On motion by Treasurer DuPont and seconded by Vice Chairman Gravino the Authority unanimously approved item 373-10-2011; and authorized or ratified, as presented, the recommendations contained therein; and received and filed the memoranda.

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OPERATIONS

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Assistant Director of Operations Chip Eibel requested approval of item number 374-10-2011. Moved is the item as follows:

374-10-2011

Director of Operations Sean Hill requested acceptance of the **Resume of All Fatal Accidents** for the Garden State Parkway and New Jersey Turnpike: Period 1/1/11 through 10/06/11; both with 2010-2011 Yearly Comparisons through September, 2011.

On motion by Treasurer DuPont and seconded by Commissioner Becht, the Authority unanimously accepted the reports and received for file.

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STATE POLICE

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Major Pamela Elliott requested approval of item number 375-10-2011. Moved is the item as follows:

375-10-2011

Major Elliott requested acceptance of the **New Jersey State Police Troop D Activity Reports**, For September, 2011, with 2010 – 2011 Yearly Comparisons.

On motion by Commissioner Becht and seconded by Commissioner Hodes, the Authority

unanimously accepted the reports and received for file.

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REMARKS

Vice Chairman Ron Gravino read a tribute to John "Jack" Gallagher. It read as follows:

"We would like to take a moment to acknowledge the recent passing of John "Jack" Gallagher who served as the New Jersey Highway Authority Chairman from 1970-1972 and then as its Executive Director from 1972-1976.

During his tenure as Chairman and Executive Director, Chairman Gallagher was instrumental in the construction of the 21 mile inner (or "Express") roadway between Asbury Park and Raritan Toll Plazas that provided 10 lanes in each direction. The pivotal project was completed in 1974, 14 months ahead of schedule.

With respect to the then Garden State Arts Center, under Chairman Gallagher's leadership, free and low-priced programming and events for seniors, families and school children opened and Bob Hope performed at one of the Benefit Galas for the Arts Center Fund.

Continuing his public service after his time at the Authority, Chairman Gallagher served in the New Jersey State Senate from 1982 through 1984.

Jack is survived by his wife Carol and many loving family members including daughter Linda Carragher and her husband Jim and step-son Wayne Fread who are Turnpike Authority employees and continuing the tradition of public service.

We extend our thoughts and condolences to Chairman Gallagher's entire family."

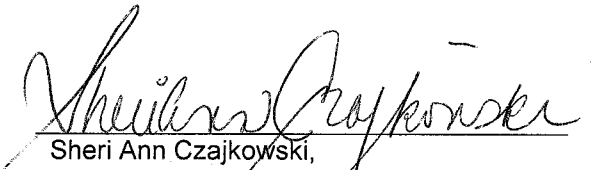
Chairman Simpson stated that the event in September naming the STMC after John Cifelli was well received. Employees showed their respect and admiration for Cifelli by installing at the STMC a snow plow, which has a painting of Cifelli on the plow blade. He added that the Cifelli family enjoyed the event and is happy that John will be remembered at the Authority.

Treasurer DuPont commended Chairman Simpson for organizing the Cifelli event.

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The motion to adjourn was made by Chairman Simpson, Treasurer DuPont and seconded by Commissioner Singleton and, after the voice vote, the motion was duly adopted. The Authority adjourned at 10:15 a.m., to meet on Tuesday, November 29, 2011, at 9:30 A.M.

ATTEST:


Sheri Ann Czajkowski,
Assistant Secretary to the Authority


Veronique Hakim, Executive Director

Corporate Seal

Date: October 26, 2011