

**TITLE 19. OTHER AGENCIES  
NEW JERSEY TURNPIKE AUTHORITY  
CHAPTER 9. NEW JERSEY TURNPIKE AUTHORITY**

**SUBCHAPTER 1. TRAFFIC CONTROL ON NEW JERSEY TURNPIKE**

**§ 19:9-1.1 Definitions**

The following words and terms, when used in this chapter, shall have the following meanings, unless the context clearly indicates otherwise:

"Abandoned vehicle" means any vehicle whose occupants leave the vehicle unattended on the Roadway for any reason for any period of time.

"Amphitheater" means the theater and lawn areas within the confines of the fence which surrounds the theater located at the Arts Center.

"Arts Center" means the amphitheater, plaza, buildings, mall, all roads leading to and from the amphitheater, all parking areas supporting the amphitheater, and surrounding lands located on the Parkway at the Telegraph Hill Nature Area, Holmdel, New Jersey.

"Authority" means the New Jersey Turnpike Authority, the body corporate and politic defined in N.J.S.A. 27:23-1 et seq., acting by and through the duly appointed members of the Authority and their designees.

"Authority's Standard Specifications" means the 6th Edition 2004 New Jersey Turnpike Authority's Standard Specifications, as may be updated from time to time.

"Bicycle" means any vehicle with two wheels supported by a frame propelled by the feet acting upon pedals.

"Camper" means a self-propelled motor vehicle, single unit or unit attached, which is used and designed for human habitation and not used for commercial purposes.

"Car" means a passenger motor vehicle, including, but not limited to, station wagons, hearses, funeral flower and funeral service vehicles for which issuance of passenger car plates is authorized, taxicabs, motorcycles, two-axle four-tire campers, panel vans, pickup trucks and similar vehicles having a gross weight not exceeding 10,000 pounds.

"Commercial vehicles" means every type of motor driven vehicle used for commercial purposes on the Roadway such as the transportation of goods, wares and merchandise, excepting such vehicle of the passenger car type.

"Construction equipment" means all vehicles, machinery and equipment enumerated in N.J.S.A. 39:3-20.

"Discharge" means the unintentional or intentional action or omission resulting in the releasing, spilling, leaking, pumping, pouring, emitting, emptying, abandonment or dumping of a hazardous or non-hazardous material or waste into or on the land, water or air. This shall also include the disposal of containers or hazardous materials into receptacles for trash or recycling at any location on any Roadway.

"Gross combination weight rating (G.C.W.R.)" means the value specified by the manufacturer as the loaded weight of a combination vehicle.

"Gross vehicle weight rating (G.V.W.R.)" means the value specified by the manufacturer as the loaded weight of a single vehicle.

"Gross weight" means the combined weight of a vehicle and any load thereon.

"Hazardous material" means any material or substance that is capable of posing a risk to health, safety and property or as set forth in N.J.A.C. 7:1E-1.7, 7:26-8, 40 CFR Part 261 and 49 CFR Part 172, as amended or recodified.

"Heavy truck" means a truck with two axles and four tires weighing more than 10,000 pounds, a truck with two axles and six or more tires, or a truck with three or more axles.

"Interstate 95 Extension" means that portion of Interstate Highway 95 previously maintained by the New Jersey Department of Transportation and transferred to the Authority by N.J.S.A. 27:23-23.7, beginning at Turnpike milepost 117.9+ and thence in a general northerly direction to milepost 122.0+, and all bridges, tunnels, underpasses, interchanges, entrance plazas, approaches, toll houses, service areas, service stations, service facilities, communication facilities, and administration, storage and other buildings which the Authority may deem necessary for the operation of such extension, together with all property, rights, easements and interests which may be acquired by the Authority for the construction or the operation of such extension and all other property within the Interstate 95 Extension right-of-way.

"Loitering" means remaining idle in essentially one location and shall include the concepts of spending time idly, loafing or walking about aimlessly, and which also includes the colloquial expression "hanging around."

"Motorcycles" means all motor operated vehicles of the bicycle or tricycle type, whether the motor power being a part thereof or attached thereto and having a saddle or seat with driver seat astride or upon it, excluding motor scooters, minibikes and bicycles and any other vehicle not registered with the New Jersey Motor Vehicle Commission for use on limited access highways of this State having a regulatory speed limit of 55 miles per hour.

"Motor trucks" means every motor vehicle designed, used or maintained primarily for the transportation of property, which property is not affixed to or a necessary part of the design or construction of the vehicle itself.

"Official traffic control devices" means only those signs, signals, markings and devices approved and accepted by the Authority and placed, erected or caused to be placed or erected by the Authority for the purpose of regulating, warning or guiding traffic on the Roadway.

"Omnibus" means any motor vehicle designed for transporting 10 or more passengers.

"Parkway" means the express highway, superhighway or motorway known as the Garden State Parkway, owned and operated by the Authority under the provisions of N.J.S.A. 27:23-1 et seq. and shall include, but not be limited to, the Parkway Right-of-Way, all bridges, tunnels, underpasses, interchanges, entrance plazas, approaches, toll houses, service areas, service stations, service facilities, maintenance and communication facilities, and administration, storage and other buildings which the Authority may deem necessary for the operation of the Parkway, together with all property, rights, easements and interests which may be acquired by the Authority for the construction, maintenance, or operation thereof and all other property within the Parkway Right-of-Way, the Arts Center, the Telegraph Hill Nature Area, the New Jersey Vietnam Veterans Memorial and all real property and any improvements thereon owned by or operated under the jurisdiction of the Authority and any improvements thereon. The term "Parkway" shall not include the Turnpike.

"Parkway-Right-of-Way" means the area continued within the right-of-way lines as designated on the Parkway parcel property maps filed in the respective county clerk's office of each county in which the

Parkway is located.

"Passenger vehicles" means all automobiles used and designed for the transportation of passengers other than omnibuses and school buses, irrespective of whether the vehicle has commercial or noncommercial registration license plates.

"Recreational vehicle" means a self-propelled or towed vehicle equipped to serve as temporary living quarters for recreational, camping or travel purposes and used solely as a family or personal conveyance.

"Roadway" means, collectively, the Turnpike and the Parkway.

"Semitrailer" means every vehicle with or without motive power, including, but not limited to, a pole trailer, designed for carrying persons or property and for being drawn by a motor vehicle and so constructed that some parts of its weight and that of its load rests upon or is carried by another vehicle.

"Telegraph Hill Nature Area" means that approximately 400 acre tract including, but not limited to, forest, groves, gardens, picnic areas, nature trails, exercise areas and any improvements thereon, also encompassing the Vietnam Veterans Memorial and the Arts Center, located in Holmdel, New Jersey.

"Trailer" means every vehicle with or without motive power, including, but not limited to, a pole trailer, designed for carrying persons or property and for being drawn by a motor vehicle and so constructed that no part of its weight rests upon the towing vehicle.

"Truck-tractor" means every motor vehicle designed and used primarily for drawing other vehicles and not so constructed as to carry a load other than a part of the weight of the vehicle and load so drawn.

"Turnpike" means the express highway, superhighway or motorway known as the New Jersey Turnpike, owned and operated by the Authority under the provisions of N.J.S.A. 27:23-1 et seq. and shall include, but not be limited to, the Turnpike Right-of-Way, all bridges, tunnels, underpasses, interchanges, entrance plazas, approaches, toll houses, service areas, service stations, service facilities, maintenance and communication facilities, and administration, storage and other buildings which the Authority may deem necessary for the operation of the Turnpike, together with all property, rights, easements and interests which may be acquired by the Authority for the construction, maintenance or operation thereof and all other real property within the Turnpike Right-of-Way and all real property and any improvements thereon owned by or operated under the jurisdiction of the Authority. The term "Turnpike" shall not include the Parkway.

"Turnpike Right-of-Way" means the area continued within the right-of-way lines as designated on Turnpike parcel property maps filed in the respective county clerk's office of each county in which the Turnpike is located.

"Vehicle" means every device in, upon or by which a person or property is or may be transported upon a highway.

"Vehicle classifications" means the following classifications of vehicles as used for toll purposes only, and which have no relation to the manner in which vehicles are defined in this chapter:

Class 1 - 2-Axle Passenger Vehicle - any two-axle single tire vehicle;

Class 2 - 2-Axle Dual Tire Vehicle - any two-axle dual tire vehicle;

Class 3 - 3-Axle Vehicle - any vehicle or combination of vehicles with or without trailers totaling three axles;

Class 4 - 4-Axle Vehicle - any vehicle or combination of vehicles with or without trailers totaling four axles;

Class 5 - 5-Axle Vehicle - any vehicle or combination of vehicles with or without trailers totaling five axles;

Class 6 - 6-Axle Vehicle - any vehicle or combination of vehicles with or without trailers totaling six or more axles;

B2 - 2-Axle Bus - any two-axle bus capable of carrying 10 or more passengers and registered as a bus; and

B-3 - 3-Axle Bus - any three-axle bus capable of carrying 10 or more passengers and registered as a bus.

"Vietnam Veterans Memorial" means the structure containing an open air memorial to the New Jersey servicemen and women who were killed or reported missing in action in the Vietnam Conflict, its environs, including, but not limited to, the Vietnam Era Education Center, located in Telegraph Hill Nature Center.

#### **§ 19:9-1.2 Speed limits**

(a) Vehicles shall not be operated at a speed in excess of 65 miles per hour on the Turnpike:

1. Between milepost 1.2 and milepost 97.2;

2. On the Pearl Harbor Memorial Turnpike Extension eastbound between milepost P-1.6 and the Turnpike mainline at milepost P-5.8; or

3. On the Pearl Harbor Memorial Turnpike Extension westbound between the Turnpike mainline at milepost P-5.8 and milepost P-3.7.

(b) Vehicles shall not be operated on the Turnpike on the Newark Bay-Hudson County Extension between milepost N-0 and milepost N-8 at a speed in excess of 50 miles per hour.

(c) Vehicles shall not be operated on the Pearl Harbor Memorial Turnpike Extension eastbound between the Delaware River Turnpike Bridge at milepost P-0.0 (Pennsylvania-New Jersey State line) and milepost P-1.6 at a speed in excess of 50 miles per hour.

(d) Vehicles shall not be operated on the Pearl Harbor Memorial Turnpike Extension westbound between mileposts P-3.7 and P-1.0 at a speed in excess of 55 miles per hour and between milepost P-1.0 and the Delaware River Turnpike Bridge at milepost P-0.0 (Pennsylvania-New Jersey State line) at a speed in excess of 50 miles per hour.

(e) Except as specified in (a) through (d) above, vehicles shall not be operated elsewhere on the Turnpike at a speed in excess of 55 miles per hour except at such locations as shall be designated for test purposes.

(f) Unless otherwise posted, the maximum legal rate of speed at which any motor vehicle may be operated on the main roadway of the Parkway in both directions of traffic shall be 65 miles per hour for its entire length, except the following portions, for which the speed limits will be as indicated below:

1. Fifty miles per hour between milepost 8.0 to milepost 11.5 in Middle Township, Cape May County;

2. Forty-five miles per hour between milepost 27.0 to milepost 29.0, approaching and traversing the Great Egg Harbor Bridge;

3. Fifty-five miles per hour between milepost 79.8 to milepost 100.0;

4. Forty-five miles per hour between milepost 126.7 and milepost 127.7, approaching and traversing the Driscoll Bridge; and

5. Fifty-five miles per hour between milepost 123.5 to milepost 163.3, except as provided by (f)4 above.

(g) A person determined to be in violation of the speed limits set forth in (a) through (f) above shall be subject to the fine for a motor vehicle offense in double the amount specified by law, in accordance with N.J.S.A. 39:4-98.6 and 27:23-29.

(h) Where signs prescribing a different speed are posted or erected by a person or persons authorized by the Authority to post or erect such signs, no vehicle within the area or zone or section where such signs are posted or erected shall be operated in excess of the speed prescribed by said signs.

(i) Consistent with the requirements of this section, any vehicle operated on the Roadway shall at all times be operated at an appropriate reduced speed when specified hazards exist with respect to traffic, road, weather or other conditions irrespective of the posted speed limit.

(j) No vehicle shall be operated anywhere on the Roadway at such a slow speed as to impede or block the normal and reasonable movement of traffic, or in any event at a speed of less than 35 miles per hour on level ground except where otherwise posted or when specific hazards exist with respect to traffic, road or weather conditions.

(k) Unless otherwise posted, or when conditions make such maximum legal rate of speed unsafe, the maximum legal rate of speed at which any motor vehicle may be operated at facilities off the main roadway of the Parkway shall be 25 miles per hour.

#### **§ 19:9-1.3 Traffic control**

(a) The regulating, warning or guiding of all traffic on the Roadway shall be governed by official traffic control devices.

(b) No vehicles shall operate emergency flashing lights of any color on the Roadway except State Police vehicles, Authority maintenance or official vehicles, contractors' private vehicles while in the performance of duties authorized by the Authority, vehicles on the Roadway for the purpose of furnishing authorized towing and other services to disabled vehicles, and any other vehicles performing emergency services, such as ambulances and fire engines, when they are properly in use in the performance of duties authorized by the Authority or the New Jersey State Police.

(c) All official traffic control devices on the Roadway shall be obeyed by the operators of all vehicles unless a State Police officer or authorized Authority personnel directs otherwise.

#### **§ 19:9-1.4 Uniform direction of traffic**

(a) No vehicle shall be operated, pushed or otherwise caused to move in a direction which is against the normal flow of traffic on any traffic lane, deceleration lane, acceleration lane, access ramp, shoulder or other roadway on the Roadway.

(b) No vehicle shall be operated on a roadway lane where lane usage by that classification of vehicle is prohibited by appropriate signs.

(c) Excepted from the provisions of this section are State Police vehicles, the Authority's maintenance and official vehicles and vehicles authorized to furnish towing and other services to disabled vehicles on the Roadway, when they are properly in use in the performance of duties authorized by the Authority, and all other vehicles discharging emergency functions, such as ambulances and fire engines; provided that no such excepted vehicles shall be operated against the normal flow of traffic or contrary to classification prohibitions so as to create a hazard to other vehicles.

**§ 19:9-1.5 "U" turns prohibited**

(a) The making of a "U" turn at any point on the Roadway is prohibited.

(b) The direction of travel of any vehicle operated on the Roadway shall be reversed only by passing through a Turnpike interchange, or exiting the Parkway at a legal exit.

(c) Excepted from the provisions of this section are State Police vehicles, the Authority's maintenance and official vehicles and vehicles authorized to furnish towing and other services to disabled vehicles on the Roadway, when they are properly in use in the performance of duties authorized by the Authority, and all other vehicles discharging emergency functions, such as ambulances and fire engines; provided, however, that this exception shall be for the sole purpose of crossing from a traffic lane carrying vehicles in one direction to a traffic lane carrying vehicles bound in the opposite direction; and provided further, that no such excepted vehicles shall make such crossing so as to create a hazard to other vehicles.

(d) The making of a "U" turn on a toll plaza shall be done only at the direction of and under the supervision of toll plaza personnel.

**§ 19:9-1.6 Parking, standing or stopping on Roadway prohibited, except in case of emergency**

(a) No vehicle shall be parked, stopped, loaded or unloaded or allowed to stand on the Roadway except where otherwise posted or expressly permitted by the Authority. Excepted from the provisions of this section while in the performance of assigned duties are State Police vehicles, the Authority's maintenance and official vehicles and vehicles authorized to furnish towing and other services to disabled vehicles on the Roadway, and all other vehicles discharging emergency functions, such as ambulances and fire engines, when they are properly in use in the performances of duties authorized by the Authority, provided that no such excepted vehicles shall be stopped so as to create a hazard to other vehicles.

(b) "Emergency," for the purposes of this section, shall be defined and construed to exist under the following circumstances: if the vehicle in question is unable to move without assistance; the existence of inclement weather conditions, including, but not limited to, snow, ice, flooding or high winds, that obstruct travel; if a vehicle is mechanically disabled; if a driver is ill or fatigued; or if conditions exist that are deemed an "emergency" by the Authority or the New Jersey State Police.

(c) In the event of an emergency, vehicles are permitted to stop or stand on the shoulders of the traffic lanes with all wheels and projecting parts of any such vehicles, including the load thereof, completely clear of the traffic lanes.

(d) In the event of an emergency on those portions of the traveled Roadway where there are no shoulders, the operator of the vehicle shall take safe, reasonable precautions, under the circumstances, to warn others of his or her vehicle's presence in the traffic lanes, and the operator of the vehicle shall move his or her vehicle as soon as the vehicle is physically operable.

(e) Any vehicle involved in an emergency shall be removed as promptly as possible from the Roadway.

(f) No vehicle is permitted to stop or stand on any portion of the Roadway for more than two continuous hours, except as set forth in (f)1 and 2 below. In addition to the State Police, Authority employees in charge of operating parking facilities used for bus, vanpool, carpool and related operations are authorized to

enforce the provisions of this subsection.

1. Parking is permitted in the designated areas of facilities used for bus, vanpool, carpool and related operations ("Park-n-Ride") for more than two continuous hours; provided, however, that parking in Park-n-Rides is prohibited before and after the posted hours of operation. Parking in Park-n-Rides on the Roadway shall be limited to the period of 4:00 A.M. to 2:00 A.M., prevailing local time.

2. Truck parking is permitted at designated truck parking facilities on the Roadway for more than two hours in designated truck spaces, but in any event for no longer than 10 consecutive hours. Trucks parked pursuant to this subsection may utilize electrification, as same may be provided by, the Authority or its vendors or, subject to the terms and conditions of any applicable agreement between the Authority and its vendors, may park without using electrification. Vehicles parked pursuant to this subsection shall always be subject to compliance with all applicable laws, rules and regulations.

(g) Stopping of vehicles on any part of the Roadway for the purpose of picking up or discharging any person is prohibited.

(h) Whenever any vehicle shall be parked, stopped or allowed to stand upon the Roadway for any of the reasons prohibited by this chapter, such vehicle shall be removed forthwith from the Roadway and held at the owner's expense until all towing and storage costs have been satisfied.

#### **§ 19:9-1.7 Use of medial strip prohibited**

The medial strip between the traffic lanes of the Roadway shall not be used for driving upon any part thereof or for crossing between said lanes by vehicles or by persons on foot. Excepted from the provisions of this section are State Police vehicles, the Authority's maintenance and official vehicles and vehicles authorized to furnish towing and other services to disabled vehicles on the Roadway, and all other vehicles discharging emergency functions, such as ambulances and fire engines, when they are properly in use in the performance of duties authorized by the Authority or the New Jersey State Police, provided that no excepted vehicle shall use the medial strip so as to create a hazard to other vehicles.

#### **§ 19:9-1.8 Load limit of structures**

(a) No person shall cause any structure owned or maintained by the Authority to be subjected to a load in excess of load limits which may be posted at the approaches or upon such structures.

(b) In the absence of such posting, the maximum limits applicable to State roads shall control.

#### **§ 19:9-1.9 Limitations on use of Roadway**

(a) Use of the Roadway and entry thereon by the following, unless otherwise authorized by the Authority, is prohibited:

1. Pedestrians;
2. Bicycles with or without motors and any other two or three-wheel vehicles, excluding motorcycles;
3. Motorcycles, during high winds or during the prevalence of other adverse weather conditions (applicable on the Turnpike only, and as may be directed on the Parkway);
4. Vehicles drawn by animals;
5. Animals led, ridden or driven on the hoof;

6. Vehicles loaded with animals or poultry not properly confined;
7. Vehicles with improperly inflated pneumatic tires; also vehicles with tires in such condition that they are, in the judgment of the Authority or the New Jersey State Police, unsafe for use upon the Roadway;
8. Farm implements and farm machinery, whether self-propelled or towed;
9. Passenger vehicles and passenger vehicle-drawn trailers with improperly secured loads:
  - i. Passenger vehicles and passenger vehicle-drawn trailers carrying any load on the top or sides with lateral or horizontal projection in excess of 12 inches from body of vehicle or vertical projection in excess of 24 inches from body of vehicle;
10. Vehicles with metal tires or solid tires worn to metal and vehicles with caterpillar treads;
11. Construction equipment other than motor trucks or truck cranes capable of maintaining 45 miles per hour;
12. Except for the Interstate 95 Extension, any vehicle operated pursuant to a special permit issued pursuant to N.J.S.A. 39:3-84, unless said permit or its equivalent is issued by the Authority;
13. Passenger vehicles or passenger vehicle-drawn trailers being towed by other vehicles, unless both vehicles and the connecting and control devices between them meet the following requirements:
  - i. Not more than one vehicle is being towed;
  - ii. A hitch bar is used in combination with chain strong enough to hold if the bar became disconnected from either vehicle; and
  - iii. Brakes, brake lights and directional signals on both vehicles are controlled by the driver of towing vehicle and synchronized. A trailer with a gross weight of 3,000 pounds or less may be operated without brakes if it is towed by a vehicle whose gross weight is at least 2 1/2 times the gross weight of the trailer;
14. Vehicles with loads extending more than four feet:
  - i. Beyond the rear of the vehicle body or other supporting member; or
  - ii. Beyond the rear of vehicle-drawn trailer;
15. Vehicles with improperly secured loads;
16. Vehicles so loaded or operated that the contents or any part thereof may be scattered on the Roadway;
17. Vehicles that are not capable of maintaining a speed of at least 35 miles per hour on a level grade;
18. Vehicles not otherwise specified in this section that create a probable hazard to other vehicles or to persons;
19. During winds or during the prevalence of other adverse weather conditions, house trailers, horse trailers, boat trailers, utility trailers, motorcycles and all passenger vehicle-drawn trailers (applicable on the Turnpike only, and as may be directed on the Parkway);



20. Vehicles in tow:

- i. With an axle or combination of axles raised off the ground and supported by cable, chains, rope, dollies or other devices, except that Class 1 vehicles in tow with front axle off the ground and supported by dollies with safety chains are permitted to enter and use the Turnpike provided that the brake lights and turn signals of the tow dolly trailering system or towed vehicle are connected to and operating in conjunction with the towing vehicle's lights;
- ii. Without axles raised, if interconnected with rope, chains, cable or pipe or tow bars without chains; or
- iii. By a fifth wheel crane or hoist mounted on a truck-tractor.

21. Vehicles owned or operated by a member or employee of a diplomatic mission, where said member or employee of the diplomatic mission has been sent prior written notice from the Authority that said member or employee violated any provision of N.J.A.C. 19:9 and who, subsequent to said notice, committed another violation of a provision of N.J.A.C. 19:9. Upon the occurrence of the second violation, said vehicle or vehicles shall be escorted off the Roadway at the nearest point of exit or interchange;

22. Commercial motor vehicles, trailers and semitrailers, including, but not limited to, farm trucks, while loaded with hay or straw when the extreme overall dimension is greater than 102 inches in width, without special permit;

23. Drive-away saddlemount vehicle transporter combinations and drive-away saddlemount with fullmount vehicle transporter combinations, wherein a tractor is hauling additional tractors, as defined at 23 C.F.R. 658.5, exceeding an overall length of 75 feet; and

24. Omnibuses exceeding 45 feet in length, excluding bumpers, and articulated omnibuses exceeding 61 feet in length, excluding bumpers.

(b) Use of the Parkway and entry thereon by the following, unless otherwise authorized by the Authority, is prohibited:

1. All vehicles, except cars, campers, omnibuses, attached noncommercial trailers or semitrailers are prohibited from the Parkway north of Interchange 105;

2. Vehicles, or combination of vehicles, including any load thereon, exceeding the following maximum dimensions, except by special permit from the Authority:

- i. Height--13 feet, six inches;
- ii. Width--eight feet, six inches;
- iii. Length: Semitrailer in excess of 53 feet in length when in a tractor-semitrailer combination, private utility, house-type semitrailer or trailer with a length of any single vehicle in excess of 35 feet, private utility, house-type semitrailer and towing vehicle combination in excess of 45 feet and private utility, house-type trailer and towing vehicle combination in excess of 50 feet, except that single recreational vehicles of up to 40 feet in length and combination recreational vehicles of up to 62 feet in length may operate on the Parkway;
- iv. Gross weight: 80,000 pounds;

- (1) Single axle: 22,400 pounds;
- (2) Tandem axle: 34,000 pounds;
- (3) Tri-axle: 56,400 pounds;

3. With the exception of vehicles holding a special permit, only New Jersey State Police vehicles, Authority maintenance vehicles and other Authority authorized vehicles, with a gross weight, G.V.W.R. and/or G.C.W.R. in excess of 10,000 pounds, shall be allowed on the Parkway north of Interchange 105, except that all vehicles in excess of 10,000 pounds are allowed on Ramp 7 in Woodbridge Township, Middlesex County for purposes of accessing the Turnpike.

(c) Use of the Turnpike and entry thereon by the following, unless otherwise authorized by the Authority, is prohibited:

1. Vehicles or combinations of vehicles, including any load thereon, exceeding the following extreme overall dimensions or weights:

- i. Height: 13 feet, six inches;
- ii. Width: eight feet, six inches;
- iii. Length: Semitrailer in excess of 53 feet in length when in a tractor-semitrailer combination, private utility, house-type semitrailer or trailer with a length of any single vehicle in excess of 35 feet, private utility, house-type semitrailer and towing vehicle combination in excess of 45 feet and private utility, house-type trailer and towing vehicle combination in excess of 50 feet, except that single recreational vehicles of up to 40 feet in length and combination recreational vehicles of up to 62 feet in length may operate on the Turnpike;
- iv. Gross weight: 80,000 pounds;
  - (1) Single axle: 22,400 pounds;
  - (2) Tandem axle: 34,000 pounds;
  - (3) Tri-axle: 56,400 pounds;
- v. Notwithstanding the above limitations, a combination of vehicles designed, built and used to transport other motor vehicles may carry a load that does not exceed 65 feet overall length, including load overhang. The overhang shall be limited to seven feet and may not exceed three feet at the front and four feet at the rear, and the overhang shall be above the height of the average passenger car;
- vi. Notwithstanding the above limitations, no vehicle operated with a tandem trailer combination, commonly known as a "double bottom," with overall individual trailer length in excess of 28 feet six inches shall be operated on the Turnpike.

(d) In addition to the State Police, toll collection employees of the Authority are authorized to enforce the provisions of this section, and all persons shall comply with the orders of such employees given to prevent the use of the Roadway by any of the aforesaid prohibited vehicles.

(e) Where the Roadway has been divided in such manner that there are three or more lanes for traffic in any one direction, the following restrictions shall apply:

1. On the Parkway, no vehicles except cars while not in a funeral cortege, shall be driven in the farthest left lane of a three-lane traffic configuration or in the farthest two left lanes of a four or more lanes configuration, except when and to the extent necessary to prepare for a left turn or when necessary to enter into or leave the Parkway or service area by entrance or exit to or from the left lane or when reasonably necessary in response to emergency conditions or in conformance with motor vehicle laws.

2. On the Turnpike, no vehicles in excess of 10,000 pounds GVW shall be driven in the farthest left lane of a three-lane traffic configuration or in the farthest two left lanes of a four or more lanes configuration, except where posted in accordance with N.J.A.C. 19:9-1.24, or when reasonably necessary in response to emergency conditions or in conformance with motor vehicle laws.

#### **§ 19:9-1.10 Waste and rubbish**

No person shall throw, drop or discard bottles, cans, paper, garbage, rubbish, pet waste or other material of any kind or description on the Roadway. No person shall dispose of waste oil or other hazardous materials and/or their containers at any location or into any receptacle on the Roadway.

#### **§ 19:9-1.11 Loose cargo; discharges**

(a) Vehicles carrying material likely to spill that is not otherwise boxed, crated, bagged or packaged must be firmly secured on all sides with a tarpaulin completely covering the material, and capable of preventing the escape of said material.

(b) No material, whether solid, liquid or gaseous, shall be discharged on the Roadway, whether intentionally or unintentionally. This prohibition shall apply to any material being carried as cargo, whether or not for hire, and to any material that is a part of the vehicle or necessary for the operation of the vehicle or necessary for the operation of the vehicle or any apparatus affixed thereon, but shall not apply to ordinary vehicular emissions anticipated by the original design of the vehicle or the apparatus affixed thereto.

#### **§ 19:9-1.12 Damaging of the Roadway**

(a) No unauthorized person shall cut, mutilate or remove any trees, shrub or plants located on the Roadway.

(b) No unauthorized person shall deface, damage, mutilate or remove any official traffic control device, delineator, structure, fence or other property or equipment of the Authority or its concessionaires.

(c) No unauthorized person shall install or attempt to install, construct or place upon any portion of the Roadway, any item, sign, structure or equipment for any purpose whatsoever, without the prior written approval of the Authority. Except as otherwise provided by N.J.A.C. 19:9-1.23, no person shall erect or place any displays, posters, or placards, or engage in leafleting or display any advertising matter of any kind, regardless of the character or content of the message, on the Roadway, without the prior written approval of the Authority.

(d) No material shall be discharged on the Roadway, whether intentionally or unintentionally, that may cause damage to the Roadway, the general public, the Authority, its agents and employees, or any real or personal property owned, leased or under the supervision of the Authority. For purposes of this subsection only, "damage" includes any effect which may be injurious to health, safety or welfare, or which may cause financial loss or delay the movement of traffic.

(e) The operator, owner or lessee of any vehicle from which a discharge in violation of any provision of this section or N.J.A.C. 19:9-1.10, 1.11(b) or 1.15 occurs, regardless of the cause of the discharge, shall cooperate fully with the Authority, its employees, agents, and third parties authorized to respond to an emergency, discharge or blockage of traffic by the Authority, the State Police and the New Jersey Department of Environmental Protection and shall take any action deemed necessary by them to restore normal traffic conditions and to remove spilled or otherwise discharged material from the Roadway

immediately. The vehicle operated, owned or leased by any person failing to cooperate or take such action as deemed necessary by the official in charge of the scene where the discharge occurred is subject to impoundment by the Authority, the State Police, or the New Jersey Department of Transportation and their agents and employees until such time as all penalties, towing and storage fees and costs have been satisfied.

(f) In addition to any penalties prescribed by this chapter or by the laws and regulations of other government entities including, but not limited to, Titles 2C, 13, 27, 39 and 58 of the New Jersey Statutes and Federal law or regulation, any person violating any provision of this section or N.J.A.C. 19:9-1.10, 1.11(b) or 1.15, shall be liable to the Authority for any and all costs arising out of said violation, including the costs of:

1. Collecting, testing and disposing of the material and restoring the Roadway to its condition immediately prior to the violation;
2. Replacing or repairing, in the Authority's sole discretion, any property damaged by reason of said violation;
3. Toll and concession revenue lost because of the closing of the Roadway, any part thereof, or any interchange by reason of said violation;
4. Medical care, supervision or other costs relating to personal injury suffered by the general public, the Authority, its agents or employees; and
5. Any other costs arising out of said violation and incurred by the Authority or third parties.

(g) The Authority may recover the costs under (f) above by way of complaint filed in Superior Court, Law Division or United States District Court, by an administrative consent order executed by an authorized representative of the New Jersey Department of Environmental Protection, or by any other lawful means.

#### **§ 19:9-1.13 Hitch-hiking, loitering, soliciting, and distributing prohibited**

(a) Soliciting of alms or contributions on the Roadway is prohibited.

(b) Soliciting of rides on the Roadway, commonly known as "hitchhiking," is prohibited.

(c) No person shall loiter on the Roadway in such a manner as to:

1. Create or cause to be created a danger of a breach of the peace;
2. Create or cause to be created a disturbance or annoyance to the comfort and repose of any person;
3. Obstruct the free passage of pedestrians or vehicles; or
4. Obstruct, molest or interfere with any person lawfully on the Roadway. This paragraph shall include the making of unsolicited remarks of an offensive, disgusting or insulting nature or which are calculated to annoy or disturb the person to whom, or in whose hearing, they are made.

(d) No person shall enter or remain on the Roadway for the purpose of offering, selling, hiring or leasing any goods, wares, merchandise or services, whether or not such services are to be rendered for compensation, nor for the purpose of distributing samples, pamphlets or advertising matter of any sort, except as authorized by the Authority.

#### **§ 19:9-1.14 Repairs and towing**

(a) Subject to the provisions of N.J.A.C. 19:9-1.6, a vehicle that becomes disabled while using the

Roadway may be repaired by the occupants thereof, provided that the occupants can complete repairs within a two-hour period from the time of disablement and the disabled vehicle does not create a hazardous condition. A vehicle disabled and unattended by its occupants will be removed immediately by an authorized service provider of the Authority at the expense of the owner.

(b) If other mechanical services or towing is required, such services or towing must be performed by a service agency authorized by the Authority to furnish such service on the Roadway.

(c) If towed, such disabled vehicles must be removed at the nearest exit in the original direction of travel and must pay the appropriate tolls.

(d) A truck or bus company may obtain a private mechanical and towing service permit for the Turnpike and/or the Parkway, as appropriate, or designate a prearranged service provider, provided such company and/or service provider conforms to the rules and regulations governing such permits. These permits are obtainable from the Office of the Manager of Emergency Services. The fee for such permit shall be \$ 200.00. Such permits shall be renewable on an annual basis.

(e) A truck or bus company may obtain a permit to perform its own tire service on the Turnpike and/or the Parkway, as appropriate, or designate a prearranged tire service provider, provided such company and/or service provider conforms to the rules and regulations governing such permits. These permits are obtainable from the Office of the Manager of Emergency Services. The fee for such permit shall be \$ 200.00. Such permits shall be renewable on an annual basis. Truck or bus companies not holding a private tire service permit shall receive tire service from a service agency authorized by the Authority or, at the discretion of the Authority, be removed by a towing service authorized by the Authority.

(f) Vehicles that become disabled and are determined to be a hazard to themselves and/or other motorists, may be removed from the Roadway immediately at the direction of the State Police or Authority personnel.

#### **§ 19:9-1.15 Transportation of hazardous materials**

(a) The transportation or shipment on the Roadway of any hazardous materials, as defined in Part 172 of the regulations of the United States Department of Transportation (49 CFR 172), shall be subject to the requirements of parts 171 to 178 inclusive of such regulations (49 CFR 171 to 178) governing the preparation of the materials for transportation, construction of containers, packing, weighing, marking, labeling, billing and certification of such materials.

(b) The transportation or shipment on the Roadway of radioactive materials or devices, and transportation of Division 1.1, 1.2, 1.3 and 1.4 explosives, as defined in Part 173 of the regulations of the United States Department of Transportation (49 CFR 173), shall be subject to the prior written approval of the Authority. All applications for such approval shall be made in writing addressed to the Director of Operations and shall provide, to the satisfaction of the Authority, that the shipment shall comply in all respects with the provisions of parts 171 to 178 and 397 inclusive of such regulations (49 CFR 171-178, 397). The fee for processing the application for such approval shall be \$ 50.00. All approvals granted shall be subject to annual renewal.

(c) The Authority reserves the right to withhold the approval required in (b) above, and to prohibit entry to the Roadway of any carrier of any hazardous materials, despite compliance with the aforementioned regulations of the United States Department of Transportation or any other pertinent regulations or law, if in the Authority's opinion, the transportation or shipment will be likely to endanger life or property.

(d) No person shall transport gasoline or other flammable liquids in containers in private vehicles. Commercial vehicles carrying flammable liquids shall be appropriately placarded in accordance with 49 CFR 172.500. In addition, all packages transported and carrying the same shall be labeled in accordance with 49 CFR 172.400.

(e) Any operator, owner or lessee of a vehicle on the Roadway which contains any hazardous material shall

be subject to all provisions and penalties hereunder, in addition to any provisions of the United States Code, the New Jersey Statutes and the New Jersey Administrative Code.

(f) In the event of a discharge of hazardous materials on the Roadway, all remedial efforts shall be conducted in compliance with these rules and under the supervision of the Authority, the State Police, and/or the Department of Environmental Protection.

1. Unless contrary to the rules of the New Jersey Department of Environmental Protection or unless it would create an unsafe condition to the operator, the general public or the Roadway, the operator, owner or lessee of the vehicle may be afforded the opportunity to contain and remove, where practicable, discharged hazardous material using personnel, materials and equipment:

- i. Aboard the vehicle from which the discharge occurred;
- ii. By another vehicle owned or leased by the operator, owner or lessee of the vehicle from which the discharge occurred;
- iii. By a specialized response team operated by the manufacturer or distributor of the hazardous material that has been discharged ("manufacturers' response team"); or
- iv. By third parties contracted to contain, clean up, and/or dispose of the discharge ("emergency response contractor") by the operator, owner or lessee of the vehicle specifically for the purpose of remediating hazardous materials discharges from the operator's vehicle.

2. No emergency response services may be provided pursuant to (f)1i through iv above unless all the entities undertaking such services have provided to the Authority proof of adequate insurance and such other information as may be required by the Director of Operations.

3. The Authority shall make available to any operator, owner or lessee so requesting a list of emergency response contractors that have met the requirements of (f)2 above to perform emergency response services on the Roadway. The operator, owner or lessee shall arrange and pay for emergency response services to be performed by such contractors. Approval of such contractors pursuant to (f)2 above is not to be considered a warranty or assurance by the Authority of such contractors' ability to perform emergency response services.

4. Whenever the operator, owner or lessee refuses to arrange for an emergency response contractor, or whenever exigent circumstances or the risk posed by the discharge to Authority patrons, the general public, or the Authority's agents or employees is too great to await the arrival of the emergency response contractor arranged by the operator, owner or lessee in the opinion of the Director of Operations or the Director's designee, the Director or the Director's designee may arrange for emergency response services and long-term remedial efforts to be provided by a third party of the Authority's choice. Emergency response and long-term remedial services may be performed by or through the Department of Environmental Protection or its agents, including, but not limited to, any county environmental health department, or by private organizations engaged by the Authority. The cost of services pursuant to this paragraph shall be based on the most recent agreement between the Authority and the third party, or if there is no such agreement, shall be based on the schedule of rates normally charged to commercial concerns for emergency response or long-term remedial services, and shall be borne by the operator, owner or lessee of the vehicle.

- i. If, at the time the emergency response contractor arrives at the scene of the discharge, the operator, owner or lessee of the vehicle refuses to agree to pay or complete any documents necessary to engage the contractor for such services, the Authority may impound the vehicle and any cargo or contents thereof until such time as the costs of remedial services are satisfied. If such costs are not satisfied within 14 days, the Authority shall have the right to sell the vehicle, its cargo and contents at public auction

and/or to recover any unsatisfied costs by filing a civil action in the Superior Court of New Jersey or in any District Court of the United States having jurisdiction over such action.

ii. If the emergency response contractor refuses to contract with the operator, owner or lessee of the vehicle because of a bona fide concern about the operator's, owner's or lessee's ability or willingness to pay for such services, the Director of Operations or the Director's designee may authorize such services to be performed at the Authority's expense, and the Authority may thereafter recover the costs thereof from the operator, owner or lessee by filing a civil action in Superior Court of New Jersey or in any District Court of the United States having jurisdiction over such action. The emergency response contractor's concern shall be deemed bona fide if the operator's, owner's or lessee's credit record indicates a history of refusal or failure to pay commercial debts.

5. Access to the Roadway for the purposes of investigating or remediating contamination caused by the discharge or release of any material will be granted only after compliance with (f)2 above and only after notification to the Chief Engineer of the Authority. Such access will not be unreasonably withheld. All investigatory data, including but not limited to, soil investigations, soil boring logs, ground water monitoring well logs, laboratory analytical data, correspondence with regulatory agencies, and all reports and submissions generated as a result of work on the Roadway shall be made available for inspection by the Authority or its agents, and copies of all such information and data shall be produced for the Authority or its agents upon request.

#### **§ 19:9-1.16 Intoxicating beverages**

No person shall consume or imbibe any intoxicating beverage from a bottle or container containing liquor, beer, wine or other alcoholic beverage while occupying a vehicle on the Roadway.

#### **§ 19:9-1.17 Operation of vehicles on Authority projects; care required**

No vehicle shall be operated carelessly, without due caution or prudence, or in a manner so as to endanger any person or property, or while the operator is under the influence of intoxicating liquors or any narcotic or habit-forming drug.

#### **§ 19:9-1.18 Noise limits**

(a) No vehicle shall be operated on the Roadway in violation of 49 C.F.R. 325 or any other noise standards promulgated by the United States or the State of New Jersey and applicable to that class of vehicle.

(b) No vehicle shall be operated on the Roadway whose exhaust system is:

1. Not equipped with an exhaust chamber, resonator or noise dissipative device;
2. Not in constant operation and properly maintained; or
3. Equipped with any cutout, bypass or similar device designed to reduce the effectiveness of noise control devices or to increase noise.

#### **§ 19:9-1.19 Tolls; payment required**

(a) Except as provided by N.J.S.A. 27:23-40, no vehicle shall be operated on the Roadway except upon the payment of such tolls as are required by the Authority.

(b) Tolls shall be paid by currency, coin, or by means of an electronic toll collection system.

(c) It is hereby declared to be unlawful for any person to place or insert any plastic, paper, cloth, wadding

or other article, object, material, substance, instrument or contrivance within the coin-receipt chute or in any other part of an automatic toll collection machine on the Roadway, in such a manner as to prevent, interfere with or obstruct the receipt of coins deposited therein by the patrons of the Roadway, or in such manner as to cause such coins to be uncollected or unlawfully returned, or, by any such other means or device whatsoever, to prevent or contrive to prevent the receipt of coins by such automatic toll collection machine, or to place or insert in any part of such machine any article, substance, contrivance or device in such manner as to obstruct, alter, injure or interfere with the action or operation of such machine, or, by any device or contrivance, or in any manner whatsoever, to obstruct, alter, injure or interfere with the action or operation of such machine.

(d) It is hereby declared to be unlawful for any person to operate, or owner to permit to be operated, a vehicle in an "Exact Change" toll lane of the Roadway unless the person has the exact amount to pay the applicable toll in accordance with the current toll schedule.

(e) Any person who operates, and any owner who permits to be operated, a vehicle in the "Exact Change" toll lane of the Roadway and does not have the exact amount to pay the applicable toll in accordance with the current toll schedule must stop at the toll booth, remain in the vehicle, blow horn and wait until assisted by a toll, traffic or police officer before proceeding unless directed otherwise by an official traffic control device.

(f) Any person who operates, or owner who permits to be operated, a vehicle in an "Exact Change" toll lane of the Roadway at an entrance or exit ramp when no toll collector is on duty and not having the exact amount to pay the applicable toll in accordance with the current toll schedule shall pay said toll by mailing in a Payment Return Envelope to the New Jersey Turnpike Authority, PO Box 5042, Woodbridge, New Jersey 07095, or in person to a toll collector at any other location on the Roadway.

#### **§ 19:9-1.20 Records**

(a) Any operator of a commercial motor vehicle, omnibus, or tractor in interstate commerce upon the Roadway shall keep records showing the day and hour when, and the place where, the operator went on and off duty. The operator's records must reflect the current duty status of the operator upon entering the Roadway.

(b) Records showing the day and hour when, and the place where, the operator went on duty and was not released from duty are not needed, provided:

1. The operator does not operate beyond a 100 air-mile radius of the normal work reporting location;

2. The operator, except a driver salesperson, returns to the work reporting location and is released from work within 12 consecutive hours;

3. At least eight consecutive hours off duty separate each 12 hours on duty;

4. The operator does not exceed 10 hours maximum driving time following eight consecutive hours off duty; and

5. The motor carrier which employs the operator maintains and retains for a period of six months accurate and true time records showing:

i. The total number of hours the operator is on duty each day;

ii. The time the operator reports for duty each day;

iii. The time the operator is released from duty each day; and



- iv. The total on-duty time for the preceding seven days for operators used for the first time or intermittently.

#### **§ 19:9-1.21 Other regulations**

In addition to these traffic rules, users of the Roadway are subject to all applicable statutory provisions, including, but not limited to, penalties for nonpayment of tolls (N.J.S.A. 27:23-25), penalties for violation of any of the Authority's regulations (N.J.S.A. 27:23-32), United States Department of Transportation regulations, and, except as otherwise provided hereinabove, the Motor Vehicle and Traffic Acts of New Jersey (N.J.S.A. 39:3-1 et seq. and 39:4-1 et seq.). Commercial vehicles in interstate commerce using the Roadway remain subject to Interstate Commerce Commission regulations.

#### **§ 19:9-1.22 Filming, photographing or videotaping on the Roadway prohibited, except as authorized**

(a) To insure the health, safety and welfare of motorists, the general public and the Authority, no person shall be permitted to park, stop, stand or travel at a slow speed in violation of N.J.S.A. 27:23-27, for the purpose of taking photographs, videos or motion pictures (collectively, "film") on the Roadway, except as provided in (b) below or except as otherwise authorized pursuant to (c) or (d) below.

(b) Notwithstanding (a) above, persons, with prior written permission from the Executive Director of the Authority, shall be permitted to take film in those portions of the service areas of the Roadway under the Authority's control which are not used for the moving, servicing or parking of vehicles, provided the taking of such film does not interfere with or obstruct the movement or flow of vehicles and people lawfully on the Roadway. Such interference or obstruction includes, without limitation, the taking of such film within 100 feet of any ramp or traveled roadway portion of the Roadway. Persons wishing to take film in those portions of the Roadway which are not under the control of the Authority, such as the buildings in the service areas which are under lease, shall contact the appropriate party for approval.

(c) The Authority, through its Department of Communications or successor department, Executive Director or designee, may grant a permit to take film on the portions of Authority property not specified in (b) above, provided the person(s) requesting such permit submits the following:

1. A written application to the Authority, at least two weeks prior to the date of the filming, stating the date, time and location of the filming, names and addresses of the applicants, the number of individuals and vehicles to be present at the filming, the purpose of such filming and any other information the Authority may deem necessary in order for it to make a determination that such filming can be conducted without a risk to the safety, traffic security or movement of the Roadway;

2. Certificates of liability insurance (indicating the New Jersey Turnpike Authority, its officers, agents and employees, as an additional insured under the policies) in types and limits of liability deemed by the Authority to be acceptable given the nature and scope of the filming;

3. A copy of the motor vehicle insurance policy for each vehicle to be used in the filming; and

4. An indemnification and hold harmless agreement signed by all persons responsible for the filming, in a form provided by or acceptable to the Authority.

(d) The permittee shall comply with any Authority restrictions on the time, place and manner of the filming imposed as a condition of the grant of a permit in order to ensure the safety, traffic security or movement of the Roadway.

(e) The Authority shall grant such permit in accordance with (c) and (d) above, unless the Authority determines that the time, location or nature of such filming would create a risk to the safety, traffic security or movement of the Roadway and that such risk cannot be adequately controlled.

(f) In the event that a bona fide representative of the news media requires immediate permission to film an

emergency situation on a portion of the Roadway not specified in (b) above, the Authority may grant a permit to film over the telephone to the news media representative, provided:

1. The applicant has previously obtained a valid press pass from the Authority;
2. The Authority has determined that such filming would not create an unreasonable risk to the safety, traffic security or movement of the Roadway; and
3. The applicant agrees to abide by certain time, place and manner restrictions on the filming which may be imposed by the Authority or the State Police to ensure the safety, traffic security or movement of the Roadway.

#### **§ 19:9-1.23 Distribution of literature**

(a) Literature other than commercial or advertising literature may be distributed at service areas of the Roadway, which for purposes of this section shall include Park-n-Rides, at the times and places and in accordance with the terms and conditions enumerated in (b) through (i) below.

(b) A person, persons or organization who desires to distribute literature or conduct a survey at or about a service area shall first file an application for a Certificate of Registration. Applicants shall complete the application form (providing identification and distribution specifics) and a waiver of claims and indemnity form supplied by the Authority. Applicants shall also submit a certificate(s) of insurance (indicating the "New Jersey Turnpike Authority, its officers, agents and employees" as additional insured under the policies) for workers compensation, general liability insurance and automobile insurance, if applicable, in an amount deemed necessary by the Authority. Certificates will be issued without charge on a first-come, first serve basis, subject to availability and limitations of space. Certificates shall be issued for not more than one calendar day. Applications may be obtained and submitted and Certificates obtained, in person, by mail or by facsimile on weekdays between 9:00 A.M. and 5:00 P.M. from the Director of Law, New Jersey Turnpike Authority, 581 Main Street, Woodbridge, New Jersey 07095.

(c) Certificate holders shall distribute literature only at the locations indicated in the Certificate, which locations shall be determined by the Authority in order to minimize inconvenience to Authority patrons and to ensure patron safety. No more than two persons shall distribute literature during the same period at the same service area.

(d) Certificate holders shall at no time shout, make outcries, use devices for voice or sound amplification or any other instruments or devices for sound production.

(e) Placards or any other literature or material shall not be affixed to any portion of the building or any other structure.

(f) No certificate holder shall use a table or other device unless the Certificate expressly provides for its use in the designated expressive area.

(g) Certificate holders shall not leave material unattended and shall remove the same when the distribution or permissive period ends, whichever occurs earlier. Certificate holders shall at all times keep the area in a reasonably clean, neat and uncluttered condition and shall, when leaving, make certain that the literature has been removed and cleared from the service area.

(h) Certificate holders shall not disrupt or obstruct passage to or from the service buildings or parking areas, nor shall they act in a boisterous and disturbing manner to the traveling public.

(i) If a Certificate holder violates any of the provisions of this section, the Authority shall notify the violator to stop the wrongful conduct, correct that condition or leave the area. If the violator does not stop, correct, or leave as ordered, the violator shall be deemed guilty of being a disorderly person pursuant to N.J.S.A. 27:23-32, or N.J.S.A. 27:23-4, or N.J.S.A. 27:23-33, subject to arrest, fine and imprisonment pursuant to

applicable law.

(j) The Certificate holder shall assume all liability for any and all damage or injury arising out of or related in any way to the Certificate holder's activity on or about the Roadway, and by accepting the Certificate agrees to release the Authority and its officers, agents and employees from any liability or damages resulting directly or indirectly from the Certificate holder's use or occupancy of the Roadway in connection with the Certificate.

(k) The Certificate holder shall indemnify and hold harmless the Authority and its officers, agents and employees from any liability or damages, including attorney's fees and costs, caused by, directly or indirectly, the Certificate holder as a result of the holder's activities or actions on the Roadway.

(l) The Authority shall not be responsible for the views and ideas expressed by a person or organization holding a Certificate. The Certificate holder shall publish this disclaimer on placards or signs used by the Certificate holder, if the use of placards or signs are provided for in the Certificate, and shall also publish this disclaimer on the literature that is distributed. In addition, through signs, public announcements and/or personal communication, the Authority may disclaim responsibility for the views and ideas expressed by the Certificate holder, and/or sponsorship of the Certificate holder's cause.

#### **§ 19:9-1.24 Lane usage; Interchanges 11 to 14**

(a) The left travel lanes of the Turnpike's outer roadways from Interchange 11 in the Township of Woodbridge to Interchange 14 in the City of Newark are designated as special reserved lanes for high occupancy vehicles (HOVs) during certain weekday hours specified below. Such lanes may only be used by vans or cars with a minimum of three persons or more, inclusive of the driver, or by buses or motorcycles, or vehicles with hybrid engines, regardless of occupancy, during time periods set forth in (a)1 and 2 below. During all other hours, the lanes will be open to all vehicular traffic, with the exception of commercial vehicles as that term is defined in N.J.A.C. 19:9-1.1.

1. Northbound--from 6:00 A.M. to 9:00 A.M., Monday through Friday, from Interchange 11 to Interchange 14.

2. Southbound--from 4:00 P.M. to 7:00 P.M., Monday through Friday, from Interchange 14 to Interchange 11.

(b) Excepted from the provisions of this section are State Police vehicles, the Authority's maintenance and official vehicles and vehicles authorized to furnish towing and other services to disabled vehicles on the Turnpike, when they are properly in use in the performance of duties authorized by the Authority. Also exempt are all other vehicles discharging emergency functions, such as ambulances and fire engines.

(c) The Authority retains discretion to modify or suspend the occupancy requirement and/or hours of operation and permit the closure of the HOV lanes to allow operation as general purpose traffic lanes in emergency circumstances based upon the impact on patron safety, convenience and the orderly flow of traffic.

(d) Enforcement of this section shall be governed by the traffic control provisions set forth in N.J.S.A. 27:23-28 and N.J.A.C. 19:9-1.3.

#### **§ 19:9-1.25 Civil defense regulations**

Applicable civil defense regulations as promulgated by the State of New Jersey shall be complied with on the Roadway.

#### **§ 19:9-1.26 Parades, demonstrations and picnics prohibited**

(a) Parades or other demonstrations are prohibited on the Roadway.

(b) Picnics or other gatherings, games, entertainment or sports, on the Roadway are prohibited except at sites which may be designated for such purposes.

(c) Use of picnic areas during the period of 1/2 hour after sunset until 1/2 hour before sunrise is prohibited, except that visitation at the Vietnam Veterans Memorial for public use and activity as defined at N.J.A.C. 19:9-1.31(b) is generally permitted at any time except as may be otherwise directed by the Authority or the operators of the Vietnam Veterans Memorial.

#### **§ 19:9-1.27 Hunting and trapping prohibited**

No person shall hunt, trap or molest any wildlife upon the Roadway, or fish on or from the Roadway, except at designated locations.

#### **§ 19:9-1.28 Use of firearms prohibited**

The use, display or discharge of any firearms or other weapons or fireworks on the Roadway, except by persons authorized by the Authority or by law, is prohibited.

#### **§ 19:9-1.29 Fire prohibited**

The igniting of fires for any purpose whatsoever is prohibited on the Roadway, except in fireplaces or pits provided by the Authority for that purpose.

#### **§ 19:9-1.30 Arts Center**

(a) For events requiring a ticket, no person shall be admitted to the Amphitheater without a ticket, including, but not limited to, minors. For events requiring a ticket, no person, including, but not limited to, a minor, may occupy a reserved seat at the Amphitheater unless able to produce a ticket stub for that seat nor occupy lawn space unless able to produce a ticket stub.

(b) No person shall be admitted to the Amphitheater unless properly attired. Bare feet are not permitted.

(c) No person shall be admitted to the Amphitheater with the following in his or her possession:

1. Alcoholic beverages;
2. Food or beverages of any kind, whether or not contained in any package, can, bottle, cooler, box, flask, thermos bottle, bag or container of any description unless expressly authorized by the Authority;
3. Cameras, video cameras, recording equipment, radios, televisions or other electronic equipment unless specifically authorized by the Authority;
4. Animals; or
5. Firearms, knives and other weaponry.

(d) To effect compliance with (c) above, the Authority shall have the right to inspect any such package, can, bottle, cooler, box, flask, thermos bottle, bag or container of any description in the possession of any persons seeking admission to the Amphitheater. Any refusal to permit such inspection shall be grounds to prohibit the admission of any person to the Amphitheater.

(e) No person may take or leave their reserved seat when the house lights are out, unless accompanied by an usher.

(f) Ticket resales are prohibited except in accordance with Title 56 of the New Jersey statutes.

(g) After any person has been admitted to the Amphitheater, there shall be no departure and re-admittance permitted without the approval of the Authority.

(h) No person shall sell any merchandise of any description or kind on Arts Center property without express permission of the Authority. Any unauthorized sale of said merchandise shall subject same to confiscation. A person who has in his or her possession or under his or her control four or more like items is presumed to have violated this subsection.

**§ 19:9-1.31 Limitation on activities in the Telegraph Hill Nature Area**

(a) Public use and activity in the Telegraph Hill Nature Area shall be limited to nature and ecological studies and education, running and walking on designated trails, picnicking in designated areas and such additional uses as may be designated by the Authority which may promote and complement its statutory mission and that of the Arts Center.

(b) Public use and activity in the Vietnam Veterans Memorial and its environs shall be limited to quiet and respectful observation, by individuals, of the memorial to those New Jersey servicemen and women who were killed or reported missing in action in the Vietnam Conflict.

(c) Public use and activity at the Vietnam Era Education Center and its environs shall be limited to the educational uses and activities provided by the operator(s) of the Center.

(d) In addition to the limitations set forth in this subchapter, all the rules which apply generally to the Parkway shall be applicable to the Telegraph Hill Nature Area, the Arts Center, the Vietnam Veterans Memorial and the Vietnam Era Education Center.

**§ 19:9-1.32 Feeding of wildlife prohibited**

No person shall feed any unconfined wildlife on the Roadway.

## **SUBCHAPTER 2. PURCHASING AND CONTRACTING**

### **§ 19:9-2.1 General provisions**

(a) All contracts of the Authority entered into for the performance of any work, or any purchases or hiring of personal property, services, supplies, equipment or goods, shall be as prescribed in these regulations and procedures. The objective of these regulations is to enable the Authority to accomplish its procurement equitably and expeditiously at the least possible cost. These regulations may be added to or amended by the specific provisions of each bid or proposal specifications or contract documents, and the Authority's Standard Specifications, as incorporated therein.

(b) Contracts entered into for the furnishing or performing of services of a professional nature, or for the supplying of any product or the rendering of any service by a public utility, subject to the jurisdiction of the Board of Public Utility Commissioners of the State of New Jersey shall be subject only to N.J.A.C. 19:9-2.12.

(c) The Authority shall develop and implement procedures for maintaining electronically submitted bidding documents in a manner that preserves their integrity, ensures that their timely receipt can be established and verified, and allows the entire contents of each bid to be clearly established and publicly inspected at the date and time that bids are opened. To the extent practicable and consistent with realizing efficiencies that can be achieved through the use of electronic bidding, the Authority's procedures with respect to electronically submitted documents shall be functionally equivalent to those followed with respect to equivalent documents that are submitted in paper form.

(d) Where electronic submission of a document is specifically authorized by statute, rule or by the specifications applicable to a procurement or sale of property, as the case may be, bidders may submit such documents in the time and manner required by the applicable statute, rule or specification. Where the applicable statute, rule or specification requires the submission of any document in electronic form, the Authority shall reject any such documents that are submitted in paper form as nonresponsive.

### **§ 19:9-2.2 Purchases for amounts requiring public advertising**

(a) Rules concerning advertising and awards of bids:

1. Advertisement for competitive bids shall be placed in an appropriate newspaper or journal, having a large circulation in the State, and may be advertised on the Authority's Internet website, [www.state.nj.us/turnpike](http://www.state.nj.us/turnpike), or through other electronic means. Such advertisement shall be published not less than seven calendar days preceding the date upon which the proposals are to be received and opened. All advertisements shall contain:

- i. A brief description of the supplies, materials, equipment or services to be furnished or performed;
- ii. Notice of the place where proposal forms, specifications, terms and conditions may be obtained; and
- iii. The place, date and time when the sealed bids shall be publicly opened.

2. In addition to advertising, bids may be solicited from all known interested parties by e-mail, regular mail or by any other means. Such solicitations shall provide prospective bidders with at least the same information contained in the public advertisement.

3. In the event that amendment of any pertinent information supplied to prospective bidders becomes necessary, notice of the change(s), in the form of a written addendum, shall be given to all prospective bidders having requested specifications at least three business days prior to the public opening of the bids.

(b) Rules concerning terms and conditions applicable to submission of bids:

1. All bids submitted in paper form must be properly signed and duly authorized by the bidder; all bids electronically submitted must be duly authorized by the bidder.

2. Any correction of an entry made on a proposal form submitted as a paper copy shall be initialed by a duly authorized representative of the bidder. Changes to documents submitted electronically in PDF or other format that provides the equivalent of a copy of a paper document, shall be made by submission of a replacement PDF document. If the replacement document contains handwritten or other corrections, they shall be initialed on the replacement document in the same manner as would be required as to a paper document. Changes in electronic files such as spreadsheets, shall be made only by the substitution of replacement files as and when permitted by the specifications, accompanied by a statement by the bidder that the substituted file is to be accepted in lieu of the original. Because the potential exists that formulas or other hidden elements of a spreadsheet or like file may be affected by revisions made by persons other than their author, the submission of partial files or requests for correction or revision of particular lines, numbers, and the like that do not include replacement of the entire electronic file will not be accepted.

3. Bidders may withdraw bids, or withdraw and resubmit bids, at any time prior to the time scheduled for public opening. A duly authorized representative of the bidding firm must sign for the withdrawal of bids submitted as paper bids. Bids so withdrawn shall be returned to the bidders unopened. Any bid that is received by the Authority at the date and time established for bid opening will be deemed to have been submitted intentionally. It is the bidder's sole responsibility to ensure that its withdrawal of any electronic bid actually prevents the withdrawn bid from being received and opened by the Authority.

4. In the case of inconsistencies or errors in unit prices, extensions and totals, the Authority shall have sole discretion to make determinations with regard to same. If the total price is found to be incorrectly computed, discrepancies will be corrected by the Authority on the basis of the written unit prices, and determination of the low bidder will be made on the basis of the correct total price so determined. The Authority shall not be liable for any failure or error in determining or correcting errors or discrepancies.

5. In particular cases where permitted or required by the Authority in the particular bid specifications, bidders may be permitted to submit partial bids. The Authority reserves the right to accept any item or group of items of any bid.

(c) Rules concerning receipt, opening, and award of bids:

1. All bids solicited by the Authority must be submitted in accordance with the Authority's Standard Specifications, the specific provisions of each bid or proposal specifications and contract documents on or before the time fixed for the public opening. Any bids received after the bidding has closed shall not be opened.

2. The purchasing or bid supervisor shall maintain a secured place for the purpose of receipt and securing bids. When sealed envelopes containing bids are received in the office of the Authority designated in the procurement documents, they shall be date-stamped and deposited (unopened) in the appropriate secure location.

3. Bids shall be opened publicly at the time and place designated in the Invitation for Bids or Advertisement for Proposals. The amount of each bid, the identity of each bidder, and such other information relevant to the bid shall be recorded and the bid tabulation shall be open to public inspection.

4. Bids shall be evaluated based on the requirements set forth in the Invitation for Bids or contract documents, which may include criteria to determine acceptability such as inspection, testing, quality, workmanship, delivery, and suitability for a particular purpose.

5. Correction or withdrawal of inadvertently erroneous bids after opening, or cancellation of awards or contracts based on such mistakes, may be permitted in the sole discretion and determination of the Authority.

6. The contract shall be awarded with reasonable promptness by written notice to the lowest responsible and responsive bidder. In the event that bid prices submitted by two or more low responsible and responsive bidders are identical and the criteria in the Invitation for Bids or contract documents do not resolve the tie bid, the tie low bids shall be broken by a coin toss held in the presence of a representative of the Department of Internal Audit. If practical, the interested bidders may be invited to the Authority to observe in the coin tossing. Such tie breaking shall be noted on the Bid Summary. The Authority retains the right to reject any or all bids, to waive informalities and minor irregularities, and to rebid the entire contract.

7. When it is determined impractical to initially prepare a purchase description to support an award based on price, an Invitation for Bids or Advertisement for Proposals may be issued requesting the submission of unpriced proposals to be followed by an Invitation for Bids or Advertisement for Proposals limited to those bidders whose unpriced proposals have been determined as qualified for the project by the Director of Purchasing or the Chief Engineer.

8. Bid or proposal bonds may be required in such form and format as deemed acceptable by the Director of Law, and in such amount as deemed necessary by the Director of Purchasing or Chief Engineer to guarantee the amount of the bid. In that event, the requirement of a bid or proposal bond, and the form, format and amount thereof shall be set forth or specified in the bid specifications. A successful bidder's failure to enter into a contract contemplated by the bidding process may result in a forfeiture of the bidder's security and any other loss or penalty permitted by law.

9. Performance bonds, contract bonds or consents of surety may be required in such form and format as deemed acceptable by the Director of Law, and in such amount as deemed necessary by the Director of Purchasing or Chief Engineer to ensure faithful performance of the contract or for the payment of persons performing work on the project. In that event, the requirement of a performance or contract bond or consent of surety, and the form and amount thereof, shall be set forth or specified in the bid specifications. The bond shall be submitted by the successful bidder upon notification.

10. Subject to applicable law and N.J.A.C. 19:9-2.12, the Authority may disqualify from bidding and/or revoke the prequalification of any bidder in connection with the withdrawal or attempted withdrawal of any bid because of unilateral mistake. Such disqualification may be for a period not to exceed 12 months, and on such terms as the Authority may determine.

(d) Rules concerning dispensing with public bid procedure:

1. A contract may be awarded for a supply, service, or product without competitive sealed proposals when the Authority, upon written recommendation of the Chief Engineer or the Director of Purchasing, determines and acts by appropriate resolution that there is only one source for the required supply, service or product.

2. When the Authority deems that there exists a threat to the health, welfare or safety of the public or of property under emergency conditions, or the exigency of the situation does not allow sufficient time to advertise and award bids by public bidding, the Authority may, by appropriate resolution, acting on the written recommendation of the Chief Engineer or Director of Purchasing, waive the requirement of public bidding provided that such emergency requirements shall be made with such competition as is practicable under the circumstances.

3. Where the contract is with the Federal or any state government or any agency or political subdivision thereof.

### **§ 19:9-2.3 Purchases under amount requiring public advertising**



(a) In the case of purchases of personal property or services, where the aggregate cost or amount involved is less than the minimum amount for which public advertising for bids is required, competitive bidding is not required. Price quotations shall be solicited from vendors to the extent determined appropriate by the Chief Engineer or the Director of Purchasing.

(b) Awards of bids may be to other than the lowest bidder for valid reasons, if specifically recommended by the Chief Engineer or the Director of Purchasing (in consultation with the Director of Law).

#### **§ 19:9-2.4 Termination of contract**

A contract awarded to the successful bidder may be terminated by the Authority at any time for any lawful reason, including, but not limited to, inadequate or improper performance, or for breach of any terms, conditions, or obligations of the contract, as determined by the Authority, or if the vendor shall make an assignment for the benefit of creditors, or file a voluntary petition in bankruptcy, or if an involuntary petition in bankruptcy is filed against the vendor and the act of bankruptcy therein alleged is not denied by the vendor. Upon termination, the Authority shall be liable only for payment of goods or services properly performed in accordance with the contract. The Authority shall have the right to purchase non-delivered goods to replace defective goods and services on the open market and hold the vendor liable for the difference between the price set forth in the contract for such goods or services and the prices paid on the open market. Further, the Authority reserves the right to terminate any contract entered into provided written notice has been given to the contractor at least 15 days prior to such proposed termination date. In addition, the Authority shall have the right, without the necessity of court proceedings, to recover all equipment, material or supplies that are the property of the Authority and have been entrusted with the vendor to be used in the performance of said contract. Nothing in this section is intended to limit the Authority's right to legally pursue all costs which exceed the amount due and owing the vendor under said contract. The list of remedies in this section is not exclusive.

#### **§ 19:9-2.5 Purchase under or in combination with State or other agency contracts**

(a) When it is determined to be proper and in the best interest of the Authority, the Authority may purchase equipment, goods, materials, supplies and services directly, without advertising, from vendors who hold contracts with the State of New Jersey or other State or multi-state authorities or agencies or political subdivisions of the State of New Jersey. In such cases, the purchases shall not be subject to Authority approval.

(b) When it is determined to be proper and in the best interests of the Authority, the Authority may contract with and purchase by public bid procedure, services, equipment, goods, materials and supplies, in combination with the requirements of the State of New Jersey or other State or multi-state authorities or agencies.

(c) In either event, the Chief Engineer or the Director of Purchasing shall submit a written recommendation to the Authority which shall set forth the details of the proposed acquisition and shall state the reasons for proceeding under or in combination with such State or other State authority contract or requirements.

(d) When it is determined to be proper and in the best interest of the Authority, the Authority may determine, by public bid procedure, the best price for the purchase of equipment, goods, materials and supplies. If that price is lower than the price that the State of New Jersey or other State or multi-state authorities or political subdivisions or agencies of the State of New Jersey have obtained through public bidding, the Authority may separately award such contract. If it is determined that the price by public bid procedure is not lower than that obtained through a public bid process by the State of New Jersey or other State or multi-state authorities or political subdivisions or agencies, the Authority may contract with the vendors holding contracts with these entities.

#### **§ 19:9-2.6 Sale of surplus personal property**

(a) The purpose of this section is to establish and prescribe uniform general rules and procedures for the sale of surplus personal property after it has been formally declared surplus and a determination has been made by the Director of Technology and Administrative Services for its sale. No such sale shall be made except in accordance with this section.

(b) The objective of this section is to establish an orderly and equitable procedure for the sale of Authority surplus personal property at the highest possible price and to provide for the electronic solicitation of bids where doing so is likely to be advantageous to the Authority.

(c) All sales of surplus personal property, where the aggregate anticipated proceeds exceed \$ 2,500, shall be made only after public advertisement for competitive bids, unless the Authority specifically provides by resolution that the requirement of public advertising be waived as to a particular transaction. Any such public advertisement for competitive bids shall be reviewed in advance by the Director of Law. If the aggregate anticipated proceeds are less than \$ 2,500, the Director of Technology and Administrative Services may solicit bids by telephone from known interested parties. All such bids shall be confirmed in writing prior to the date upon which such bids are to be received.

(d) Advertisements for competitive bids shall be placed in an appropriate newspaper(s) or journal(s) having a large circulation in the State, may be posted on the Authority's website, and/or by any other means reasonably approved by the Authority or required by applicable law. Such advertisements shall be published in sufficient time to allow inspection of the items being sold prior to the date upon which the bids are to be received and opened. All advertisements must contain:

1. A brief description of the type of supplies, materials or equipment to be sold;
2. Notice of the place where quotation forms, terms and conditions may be obtained; and
3. The place, date and time when the sealed bids shall be publicly opened.

(e) In addition to advertising when required, bids shall be solicited in writing from known interested parties by e-mail, regular mail or by any other means. Such solicitations shall provide prospective bidders with at least the same information contained in the public advertisement.

(f) In the event that amendment of any pertinent information supplied prospective bidders becomes necessary, a written addendum shall be given to all prospective bidders at least three business days prior to the public opening of the bids.

(g) All bids shall:

1. Be properly submitted on the Invitation for Bid Form; papers bids shall be properly signed and executed, and electronic bids shall be certified; and
2. Be submitted on or before the time fixed for the public opening in accordance with the bid specifications.

(h) Any bids received after the bidding has been closed shall not be opened.

(i) The Director of Technology and Administrative Services or his or her designee shall open and publicly read the bids. Following the opening and reading of the bids, each page of the quotation form on which pricing appears, if submitted in paper form, shall be signed and dated by the party opening and reading same. If submitted electronically, the party opening and reading the same shall initial and date as permitted by the applicable software.

(j) The Director of Technology and Administrative Services may, at any time prior to the scheduled public opening, postpone the receipt and opening of bids. Appropriate and timely notice of such postponements shall be given to all prospective bidders, if possible.

(k) The Bid Summary Form shall record all bids timely received whether complying with all formalities or not; due note shall be made on the bid summary form with respect to any bid which did not comply with formalities.

(l) The sale of surplus personal property to the highest acceptable bidder shall not be confirmed without the prior written approval of the Executive Director or his or her designee.

(m) In the event that no bids are received or only one bid is received on items offered for sale, the Director of Technology and Administrative Services shall determine whether the offered property shall be awarded, reoffered for sale, traded in or scrapped.

(n) When in the best interest of the Authority, one or more items may be withdrawn from the offer to sell. In such cases, a memorandum shall be sent to the Executive Director or his or her designee, authorizing the withdrawal. Such requests shall be approved by the Director of Technology and Administrative Services with copies directed to the Department of Internal Audit and Finance. When one or more items is withdrawn from the offer to sell, the Director of Technology and Administrative Services shall determine whether such items shall be reoffered for sale, traded in, scrapped or retained for use with the written approval of the Executive Director or his or her designee.

(o) Bid deposits shall be made in the manner and amount required by the solicitation. When required, such deposit shall be submitted in the form of a certified check, cashier's check, or executed money order payable to the "New Jersey Turnpike Authority." Failure to comply with this provision shall result in rejection of the bid. Bids of less than \$ 100.00 shall require no bid deposit.

(p) All bid deposits of unsuccessful bidders shall be returned promptly. The deposits furnished by successful bidders shall be retained and applied toward payment of the total bid price.

(q) The balance of the bid price is due within 10 calendar days after the bidder's receipt of notice of the award. If such balance is in the amount of \$ 100.00 or more, payment shall be made by certified check, cashier's check, executed money order or such other lawful method of payment as may be approved by the Director of Technology and Administrative Services. Failure to pay such balance or to pick up the awarded property within the 10-day period shall entitle the Authority to retain the bid deposit as liquidated damages and not as a penalty. Under such circumstances, with the approval of the Executive Director, or his or her designee, the Director of Technology and Administrative Services may take the award to the next highest bidder. This action is to be accomplished by a memorandum of the Director of Technology and Administrative Services bearing approval of the Executive Director or his or her designee, with copies to the Director of Law and the Comptroller.

(r) The following general terms and conditions apply to the sale of surplus property:

1. Any correction of an entry made on the Invitation to Bid Form or Quotation Form are to be initialed by the party signing the bid.

2. Bidders may withdraw bids, or withdraw and resubmit bids, at any time prior to the scheduled time of the public opening. Paper bids so withdrawn shall be returned to the bidders unopened.

3. With respect to bids submitted, the Authority retains the right to reject any or all bids and to waive informalities and minor irregularities. Such action is to be accomplished by memorandum of the Director of Technology and Administrative Services bearing the approval of the Executive Director, or his or her designee, with copies thereof to the Director of Law and the Comptroller.

4. Unless specifically stated otherwise in the solicitation, the property upon which bids are invited is for sale only "as is" and "where is" and the Authority makes no representation, express or implied, as to the condition of said property. The items sold are to be removed at the buyer's expense.

5. Where there is a reserve or other minimum price for an item or items offered for sale below which bids will not be accepted by the Authority, all prospective bidders shall be so advised by proper notation on the related quotation form.

6. Qualified bids or any portion thereof may be summarily rejected in writing by the Director of Technology and Administrative Services with copies thereof directed to the Director of Law and the Comptroller where such qualification adversely affects the Authority's best interest.

(s) The procedure for handling tie bids shall be the same as that set forth at N.J.A.C. 19:9-2.2 except that all determinations shall be made on the basis of the highest responsive bid price.

#### **§ 19:9-2.7 Procedure for prequalification and award of construction contracts**

(a) All prospective bidders for construction in excess of \$ 50,000 shall be prequalified annually into classifications by the Chief Engineer. Prospective bidders will be classified according to the type of work and the amount of work on which they are entitled to bid as set out in the schedule of classifications set forth at Appendix A to this chapter, incorporated herein by reference. Proposals submitted by prequalified bidders who have received classification ratings as set forth in Appendix A within 10 percent of the total price of the proposal will be considered for award by the Authority. The Chief Engineer may, from time to time, add additional specialized work categories to the schedule of classifications.

(b) In order to prequalify in classification, prospective bidders shall submit annually or at least 21 calendar days prior to bid opening of a specific contract, proof of the following:

1. As to type of work, recent satisfactory experience as a contractor on a contract involving substantially the same or similar work to the classification being sought;

2. As to amount of work, satisfactory experience within the past three years as a contractor either on a single contract performed in a single year, or several contracts performed in a single year, having the following minimum amounts of contract work for such single year, for the specified classification ratings listed below:

i. \$ 90,000 worth of contract work in a year for a classification rating up to \$ 150,000 maximum;

ii. \$ 300,000 worth of contract work in a year for a classification rating up to \$ 500,000 maximum;

iii. \$ 600,000 worth of contract work in a year for a classification rating up to \$ 1,000,000 maximum;

iv. \$ 1,200,000 worth of contract work in a year for a classification rating up to \$ 2,000,000 maximum;

v. \$ 2,100,000 worth of contract work in a year for a classification rating up to \$ 3,500,000 maximum;

vi. \$ 3,000,000 worth of contract work in a year for a classification rating up to \$ 5,000,000 maximum;

vii. \$ 6,000,000 worth of contract work in a year for a classification rating up to \$ 10,000,000 maximum;

viii. \$ 10,000,000 worth of contract work in a year for a classification rating of unlimited;

3. Satisfactory financial condition of the prospective bidder. The contractor's Qualifying Statement must be accompanied by certified audited financial statements or a CPA review of financial statements. The financial statements shall be complete, with a balance sheet, related statements of income and retained earnings and cash flows. The financial statements shall be completed by a certified public accountant or public accountant, as established by N.J.S.A. 45:2B-29 et seq., who is independent of, and not an employee of, the contractor for which the financial statements are being provided.

i. The certified audited financial statements should have an unqualified opinion. The CPA review of financial statements shall be in conformity with generally accepted accounting principles. Both the audited and CPA reviewed financial statements shall be for a full one-year accounting cycle.

ii. Submission of a consolidated financial statement is acceptable. It may be submitted with the Contractor's Qualifying Statement completed in the name of the parent company. A consolidated financial statement submitted with a Contractor's Qualifying Statement and completed in the name of the subsidiary shall include a separate breakdown of the financial statements, and a separate unqualified opinion that includes balance sheet, income statement, statement of changes in financial position and cash flows, all in the name of the subsidiary.

iii. Submission of a combined financial statement is not acceptable.

iv. A contractor can be pre-qualified for contract work with a classification rating up to \$ 1,000,000 with submission of a CPA review of financial statements and qualifying statement; however, reliance upon such a submission will result in a reduction of the contractor's classification rating by one rating;

4. Adequate facilities, including, but not limited to, plant, equipment and experience of key personnel and officers of the prospective bidder;

5. That the bidder is not now, nor has been involved, directly or indirectly, in any proceeding, conduct or activity adversely relating to, or adversely reflecting upon, the moral integrity of the bidder by means of sworn affidavit; and

6. When submitting a proposal, prequalified bidders may not submit another Qualifying Statement but shall instead submit a prequalification recapitulation in such form as may be prescribed by the Authority.

(c) The Chief Engineer or his or her designee(s) shall review the statement and other information submitted by the prospective bidder and shall notify the prospective bidder of the decision as to their classification by certified mail. The classification will be valid for a period of one year from the date of the Chief Engineer's decision, and the prospective bidder will be allowed to bid on all Authority contracts within its classification limits for this one year period without the need of additional prequalification, subject to (d) and (g) below. At the end of this one year period, the prequalification of the bidder will expire, and to be renewed, the prospective bidder must meet the requirement of (b) above.

(d) The Chief Engineer shall reserve the right to require a prospective bidder to submit such additional evidence of qualifications as deemed necessary, and shall consider any evidence available of the financial, technical, and other qualifications and ability of the bidder. The Chief Engineer may change or revoke at any time the classifications of any bidder upon any evidence that said bidder does not meet the financial, technical, moral or other qualifications of the classification. The Chief Engineer may direct a Request for Qualifications Information (RFQI) process to be used in prequalifying contractors under classifications, not listed in Appendix A, but appropriate for specialized projects involving homeland security or other exigent circumstances.

(e) The Chief Engineer may deny prequalification of any bidder who fails to comply with the provisions of

subsection (b) above and, further, may recommend to the Authority rejection of any bid where the bidder, at such time, has failed to comply with the provisions of this section.

(f) The Authority reserves the right to waive the prequalification procedures and requirements in contracting in an emergency situation.

(g) Bidders on all other contracts not requiring prequalification shall, however, comply with the provisions of (b)3, 4 and 5 above.

**§ 19:9-2.8 Procedure for prequalification and award of contracts for architectural, engineering and land surveying services**

(a) This section shall apply to contracts for architectural, engineering and land surveying services in excess of \$ 25,000. The Authority may choose to apply this section to contracts below \$ 25,000 in its sole discretion. The Authority may use procurement processes other than those prescribed in this section if those processes have been approved by the Federal government or other State statute; or if an emergency has been declared by the Executive Director. Where a procurement involves the proposed use of Federal funds, and Federal law, regulations or guidelines require a procurement procedure other than those prescribed in this section, the Authority shall follow the Federal procedures. All procedures provided for herein that are consistent with Federal requirements shall be followed.

(b) The following words and terms, when used in this section, shall have the following meanings, unless the context clearly indicates otherwise.

"Complex projects" means projects other than "simple projects," and includes most projects involving transportation, planning or complex design, or any project having an estimated fee over \$ 2,000,000.

"Director" means either the Chief Engineer or Director of Maintenance, depending on whether the contract emanates from the Engineering Department or the Maintenance Department.

"EOI" means an expression of interest from firms interested in performing professional architectural, engineering and land surveying services for the Authority.

"Firm" means any individual, firm, partnership, corporation, association, joint venture or other legal entity permitted by law to provide professional architectural, engineering or land surveying services in this State.

"Professional architectural, engineering and land surveying services" means those services, including, but not limited to, planning, environmental and construction inspection services required for the development and construction of projects, within the scope of the practice of architecture, professional engineering or professional land surveying as defined by the laws of this State or those services performed by an architect, professional engineer or professional land surveyor in connection with his or her professional employment practice, and which are subject to N.J.S.A. 52:34-9.1 et seq.

"Review committee" means the committee assigned to review a contract for professional architectural, engineering and land surveying services, which shall include at least three persons designated by the Director and approved by the Executive Director.

"Simple projects" means projects or other engineering services where the scope can be clearly defined and is not likely to change during the course of the project where the estimated fee is \$ 2,000,000 or less. Simple projects include, but are not limited to, bridge inspection projects, supervision of construction projects and highway and bridge design projects with an estimated fee of \$ 2,000,000 or less.

(c) Professional services prequalification requirements shall be as follows:

1. A firm interested in a contract for professional architectural, engineering, or land surveying services shall complete and file a "Professional Service Prequalification Questionnaire" ("PSPQ") with the Authority. Firms qualified for a particular type of project based on the Authority's evaluation of the PSPQs will be eligible for consideration when such projects are being contracted for by the Authority without having to present their qualifications on a project-specific basis.

2. For the procurement of general consultants, rather than a project-specific procurement, the procedures relating to prequalification of firms may be modified to address the needs and requirements of the Authority.

3. Each firm shall identify on the PSPQ form each type of work for which the firm desires prequalification. All PSPQ forms shall contain the following information:

- i. Current and past projects undertaken by the firm;
- ii. The nature of services provided on each project;
- iii. The qualifications of the professionals employed by the firm; and
- iv. Other information which the Authority may determine necessary to assess the firm's qualifications.

4. A firm shall notify the Authority in writing of any substantial change in the information on its PSPQ form when such change occurs. A firm shall have a current PSPQ on file with the Authority at the time of advertisement of the EOI in order to be considered for a project. For purposes of this section, a current PSPQ is one which has been on file with the Authority for no more than 24 months.

(d) Expression of interest (EOI) solicitation and/or advertisement shall be as follows:

1. An advertisement for EOIs shall be placed in an appropriate newspaper or journal, having a large circulation in the State and/or advertised on the Authority's internet website, [www.state.nj.us/turnpike](http://www.state.nj.us/turnpike), or through other electronic means. Such advertisements shall be placed not less than seven days preceding the date upon which the EOIs are to be received. The EOI solicitation shall identify the scope of services required from the prequalified firms and the evaluation process to be used for the project. When the Authority seeks to engage more than one firm through a single solicitation of EOIs, the number of firms that the Authority intends to engage shall be identified in the advertisement/solicitation of EOIs.

2. When general consultant services are needed, the Authority shall establish a list of criteria that firms must meet in order to be sent an EOI for the general consultant contract. Firms that meet such criteria shall be sent an EOI.

(e) Evaluation of EOIs shall be as follows:

1. Upon receipt of the EOIs, the Authority shall review the EOIs for completeness and shall reject those EOIs which are incomplete. The Authority shall notify all firms whose EOIs are determined to be incomplete in writing. For all projects, if fewer than three EOIs are deemed complete, the EOI solicitation may be rewritten and/or re-solicited, or the procurement may continue with fewer than three firms, as determined by the Executive Director, in consultation with the Director.

2. For simple projects, the technical evaluation process shall consist of the evaluation of EOIs in accordance with the procedures set forth in this section.

3. For complex projects, the evaluation of EOIs shall serve as a method by which to create a list of firms that shall receive the requests for proposals ("RFP") for the project. If only three or four EOIs have been deemed complete by the Authority, these firms shall receive the RFP and the Review Committee will

not conduct an evaluation of the EOIs as set forth below. If more than four EOIs have been deemed complete, the EOIs shall be submitted to the Review Committee for review as set forth in (e)4 below.

4. The EOIs shall be ranked by the Review Committee on the basis of numerical scores resulting from weighted rating factors. These factors will be weighted in proportion to their relative importance on a project-by-project basis. The relative weight attributed to each rating factor for a particular project and the ranking methodology shall be set forth in the EOI solicitation. In ranking the EOIs, the Review Committee will consider criteria contained in the advertisement for the EOI, which may include:

- i. Experience of the firm on similar projects;
- ii. Experience of the Project Manager or Resident Engineer on similar projects;
- iii. Key personnel's qualifications and relevant experience;
- iv. Understanding of the project and the Authority's needs;
- v. Approach to the project;
- vi. Commitment and ability to perform the proposed work and outstanding work with the Authority;
- vii. Commitment to quality management;
- viii. Attainment of Small Business Enterprise goals; and
- ix. Any other factors specified in the Authority's EOI solicitation.

5. For simple projects, once the review committee has ranked the EOIs, it shall require the top three or more technically ranked firms, which number of firms shall be at the discretion of the Authority, to provide their proposed fees in a separate envelope. The firms shall not be told of their ranking position at this time. The selection process shall continue in the manner described in (g) below. If a particular simple project warrants, the Director may elect to issue an RFP and the contract shall proceed in accordance with the process for complex projects.

6. For complex projects, after the evaluation and ranking of the EOIs, no fewer than the top three ranked firms shall receive an RFP. All firms that are not to receive the RFP shall be notified in writing.

7. When the Authority is seeking to engage more than one firm through a single solicitation of EOIs, following the Review Committee's evaluation of the EOIs, it shall prepare a list of a sufficient number of technically qualified firms to enable the Authority to engage the number of firms identified in the request for EOIs. If the Review Committee is unable to prepare a list of technically qualified firms in a sufficient number to negotiate with and engage the number of firms identified in the request for EOIs, the Authority shall reduce the number of firms it is seeking to engage through the EOI, and/or re-solicit the EOI in whole or in part. The Review Committee shall negotiate a contract with firms in the same manner as other projects.

(f) Requests for Proposals (RFPs) shall be evaluated as follows:

1. Responses to the RFP shall be comprised of the technical proposal and fee proposal. The firms receiving the RFP shall be directed to submit a detailed fee proposal in a separate sealed envelope at the time of submission of the technical proposal.

2. The Review Committee shall evaluate the technical proposals submitted to the Authority. The Review Committee shall rank the technical proposals on the basis of numerical scores using the rating criteria specified in the RFP. The relative weight attributed to each rating factor and the methodology for



ranking firms shall be set forth in the RFP.

3. The Review Committee shall normally require an interview and/or presentation by the firms with the highest ranked proposals. The Director, in his or her discretion, may waive this requirement for a particular project. Subsequent to the interview and/or presentation, the Review Committee shall revisit its technical ranking of the firms, re-score as appropriate and shall thereupon recommend the highest ranked firms to the Director, or the Executive Director if the Director was a member of the Review Committee.

(g) Cost negotiation and final selection shall be as follows:

1. For all projects, upon reviewing the Review Committee's recommendation, the Director or the Executive Director shall either concur with the selections or direct the team to pursue additional evaluation measures, consistent with the EOI solicitation or RFP, which shall be specified in writing by the Director or the Executive Director.

2. Once the selections are approved, the selected firms' fee proposals will be reviewed by the Review Committee. The Executive Director may add one or more persons to the Review Committee to assist in the negotiation process. Using the fee proposals as a guideline, the Review Committee shall negotiate a fair and reasonable fee with the highest ranked firm, taking into consideration all relevant factors, including, but not limited to, the estimated value of the services to be rendered and the scope, complexity, and professional nature thereof. If the Review Committee is unable to negotiate a fair and reasonable fee with the highest ranked firm, it shall formally terminate negotiations and undertake negotiations with the second highest ranked firm. Failing accord with the second highest ranked firm, the Review Committee shall formally terminate negotiations and undertake negotiations with the third highest ranked firm. If the Review Committee is unable to negotiate successfully with any of the three highest ranked firms, it shall select additional professional firms in order of their competence and qualifications and it shall continue negotiations in accordance with the procedure set forth herein until an agreement is reached. The Executive Director, upon consultation with the Director, may direct the Review Committee to re-solicit the contract. Once a final fee is agreed upon, the Review Committee shall make its recommendation to the Director.

3. The Review Committee shall prepare a written report, for submission to the Director, outlining its recommendations and activities in reviewing, negotiating and selecting the recommended firm.

4. The Director shall review the written report and the EOIs and/or responses to the RFP. The Director shall prepare written comments on the recommendation based on the review of these documents. The Director shall explain any disagreement with the recommendation. The Director shall submit the Review Committee's report and the Director's comments to the Executive Director.

5. If the Executive Director concurs with the recommendation, the Executive Director shall recommend to the members of the Authority, in writing, that the firm be issued an Order for Professional Service, attaching a copy of the Review Committee's report and the comments of the Director.

6. If the Executive Director is not satisfied with the recommendation, he or she may:

- i. Instruct the Review Committee to submit further support for its recommendation;
- ii. Direct the Review Committee to re-negotiate the fee;
- iii. Direct a re-examination of the technical criteria; or
- iv. Instruct the Review Committee to re-solicit the contract.

#### **§ 19:9-2.9 Licenses to cross**

(a) A license to cross is a formal agreement with the Authority granting permission of any nature or

description to enter upon or access the Roadway. This normally pertains to public and private utilities which must occupy the Turnpike Right-of-Way or Parkway-Right-of-Way in order to provide service to the public. In addition, licenses to cross are utilized by adjacent property owners to the Roadway that must utilize the Roadway for drainage, egress and access purposes. Before seeking a license to cross, applicants are strongly advised to first consult with the Chief Engineer to ascertain what information will be required as part of the application and to meet with representatives of appropriate departments of the Authority. Said consultation may be arranged in the discretion of the Chief Engineer upon the applicant's request.

(b) In order to apply for a license to cross, an original and eight copies of a letter containing the location of the Roadway affected, the purpose of the crossing and such other information as may be required by the Authority, along with eight copies of the engineering plans with each set of plans affixed to each copy of the letter in such form as may be required by the Authority shall be submitted to: Chief Engineer  
New Jersey Turnpike Authority  
581 Main Street  
Woodbridge, New Jersey 07095

(c) A license to cross shall be evaluated based on the following:

1. Adherence to the Turnpike Authority's Standard Specifications;
2. The impact on the traveling public and the Roadway;
3. The duration of the request;
4. The criteria contained in N.J.S.A. 27:23-1 et seq., in particular, the provisions of N.J.S.A. 27:23-9, which must be taken into consideration concerning utilization of the Roadway for certain purposes;
5. The general concern exhibited by the applicant for the public health, safety and welfare;
6. The financial health and stability of the applicant; and
7. The effect of the proposed crossing on the financial, economic or engineering aspects of the activities of the Authority, the public or neighboring property owners.

(d) Competing applications will be assessed based upon (a) through (c) above. The award will be based on the application which most closely serves the needs of the Authority and the public.

(e) An application can be rejected based on a violation of, or non-compliance with, any of the requirements of this rule. Competing applications will be addressed based on the requirements of this rule. Appeals of rejected applications will be addressed using the procedure outline in N.J.A.C. 19:9-2.11.

#### **§ 19:9-2.10 License to cross fee schedule**

(a) The fees contained in this section shall apply for all licenses to cross. The Authority reserves the right to waive or reduce the fees in this section. The Executive Director or his or her designee, upon written request for waiver or reduction of these fees, may waive or reduce the fees upon his or her determination that such waiver or reduction is warranted based on the nature and scope of the project and the justification for waiver or reduction presented in the written request. The determination of the Authority regarding waiver and/or reduction of fees shall be in the sole discretion of the Authority and shall not be subject to appeal. Fees for licenses to cross are exclusive of fair rent for the use of the Roadway, which the Authority may assess from time to time on a case-by-case basis. All fees which are required to be submitted in connection with licenses to cross shall be by certified or cashiers check or money order made payable to "The New Jersey Turnpike Authority" and sent to the Department of Finance with a reference to the license to cross, at the New Jersey Turnpike Authority, 581 Main Street, Woodbridge, New Jersey 07095.

(b) A \$ 900.00 application fee shall be submitted along with the completed permit application and associated documents. Such fee shall be non-refundable, whether the Authority's final decision is to issue or deny the required permit. The application fee shall be renewed, and another \$ 900.00 application fee shall be paid, if there is a six month period of application inactivity caused by the applicant. A period of inactivity shall be defined as the time lapsed between written correspondence regarding the application.

(c) The applicant shall submit a detailed schedule showing the sequence of different construction activities proposed with a breakdown of the number of days of work required per activity. Based on a review of the schedule, the Authority shall determine the construction inspection fee, based on its estimated cost of construction inspection. The applicant shall remit the construction inspection fee to the Authority before the commencement of any construction activities. The Authority shall deposit the funds into an escrow account. If the applicant does not go forward with construction, the Authority shall refund to the applicant the inspection fee less a \$ 50.00 charge for processing the refund. If, during the course of work, the Authority deems that the actual cost of inspection will surpass the construction inspection fee initially charged, the licensee shall remit to the Authority the additional monies for deposit in the escrow account. The licensee shall submit the additional funds within 15 days of receipt of notice to supplement escrow from the Authority. The principal amount of escrow remaining in the escrow account at the conclusion of all construction activities and after receipt by the Authority of as-built drawings shall be refunded to the licensee.

(d) The licensee shall pay for traffic protection costs incurred by the Authority as follows:

1.Right lane closing	\$ 2,550.00 per set up
2.Left lane closing	\$ 2,550.00 per set up
3.Center lane closing	\$ 2,850.00 per set up
4.Shoulder closing	\$ 275.00 per set up
5.One-half width ramp closing	\$275.00 per set up
6.Slowdowns (traffic stoppages)	\$ 275.00 per set up
7.Escorts	\$ 50.00 per escort
8.Supplemental patrols	\$ 60.00 per hour
9.Two lane closing	\$ 2,250.00 per set up
10.Oklahoma Weave	\$ 5,300.00 per set up
11.North to South Inner Roadway Barrel Closing (NSI)	\$ 1,700.00 per set up
12.South to North Inner Roadway Barrel Closing (SNI)	\$ 950.00 per set up
13.North to South Outer Roadway Barrel Closing (NSO)	\$ 1,150.00 per set up
14.South to North Outer Roadway Barrel Closing (SNO)	\$ 950.00 per set up
15.Special State Police Details	\$ 50.00 per hour

(e) In the event a more elaborate traffic control scheme than set forth under (d) above is necessitated by a license to cross, the licensee shall pay for traffic protection and personnel costs, as necessary, in accordance with an estimate derived from the Operations Department.

(f) The Authority shall provide to the licensee a list of anticipated closings, slowdowns, escorts and supplemental patrols required for the project. The licensee shall provide a check in the amount of the total anticipated traffic projection cost in accordance with the rates in (d) and (e) above. The Authority will deposit the funds into the escrow account. If all of the funds are expended before the end of the project, or if it is anticipated that additional funds will be necessary before the funds are expended, the licensee shall provide additional funds based upon an updated list of anticipated closings, slowdowns, escorts and supplemental patrols to cover the anticipated traffic protection costs until the end of the project. The licensee shall remit the additional funds within 15 days of receipt of notice to supplement escrow from the Authority. The principal amount of escrow remaining in the escrow account for traffic protection at the conclusion of the project and after receipt of as-built drawings shall be refunded to the licensee.

(g) The Authority reserves the right to make emergency repairs when, in the sole discretion of the Authority, such repairs are necessary to protect the Roadway or patrons thereon. The costs incurred by the Authority in performing any emergency repairs shall be chargeable to the licensee and shall be deducted from the licensee's escrow account. Any funds deducted by the Authority for emergency repairs shall be replaced by the licensee within 15 days of receipt of a notice from the Authority to supplement the escrow account.

(h) Amendments or addenda to licenses to cross shall be granted, at the discretion of the Authority, in accordance with N.J.A.C. 19:9-2.9(c), to parties wishing to enter the Roadway for the purpose of altering or adding to existing facilities for which a license to cross was previously granted. The same fees listed in this section for licenses to cross shall apply to amendments and addenda to licenses to cross.

(i) All licenses to cross will be granted with a completion date to be proposed by the applicant, subject to approval by the Authority. Should the applicant fail to complete the licensed activity by the deadline, he or she must apply in writing for a time extension. The applicant will be charged a \$ 300.00 non-refundable fee for each time extension.

(j) Unauthorized work shall include all work performed on the Roadway without the appropriate license or permit. Parties performing unauthorized work shall be charged for any costs incurred by the Authority as a result of such unauthorized work, plus a \$ 500.00 fine, and shall be required to submit an application for the appropriate license and/or permit and to pay all fees under this section. All unauthorized work shall cease until the appropriate license and/or permit is issued by the Authority. The Authority will inspect the unauthorized work, and the responsible party shall reimburse the Authority for costs incurred in the inspection of the unauthorized work. If, after inspection of the unauthorized work, the Authority determines that there should be repairs, or modifications to, or removal of, the unauthorized work, the Authority shall notify the person who performed the unauthorized work forthwith, and the repairs, modifications or removal of unauthorized work shall be made by such person at his own cost. If such person refuses to remove, repair or modify the unauthorized work, the Authority may, in its sole discretion, remove the unauthorized work and charge the responsible party for the costs incurred in such removal.

#### **§ 19:9-2.11 Procedure to resolve protested applications for, and awards of, licenses to cross**

(a) Any actual or prospective applicant for a license to cross on any Authority property or facility who is aggrieved in connection with the application for and/or award of such a license, may protest to the Authority. The protest shall be submitted in writing to the Director of Law within five business days after such aggrieved party knows or should have known of the facts giving rise to the grievance. Failure to file a timely protest shall bar any further action. The written protest shall set forth in detail the facts upon which the aggrieved applicant bases its protest and shall define, as clearly as the available information permits, those issues or facts in dispute.

(b) Upon the filing of a timely protest, the Executive Director shall have the authority to conduct a hearing, to settle and resolve a protest of an aggrieved applicant, or prospective applicant, concerning the application for, or award of, a license to cross. This authority shall be exercised in accordance with the Administrative Procedure Act, N.J.S.A. 52:14B-1 et seq.

(c) If the protest is not resolved by mutual agreement, the Executive Director shall promptly issue a decision in writing. The Executive Director's decision shall state the determination made and the reasons for the action taken. The Executive Director's decision shall be mailed or furnished promptly to the aggrieved applicant and any other interested party. The members of the Authority shall review the decision of the Executive Director and shall adopt, review or modify the decision of the Executive Director within 45 days of said decision.

(d) A decision rendered pursuant to (c) above shall be final and conclusive, unless any person adversely affected by the decision commences an action in court.

(e) In the event of a timely protest under (a) above, the Authority shall not proceed further with the application for, or with the award of, the license to cross in issue until the decision is rendered pursuant to (c) above.

#### **§ 19:9-2.12 Procedures to resolve protested solicitations and awards**

(a) Any actual or prospective bidder, offeror or contractor who is aggrieved in connection with the solicitation or award of a contract or its prequalification status or classification may protest to the Authority. The protest shall be submitted in writing within five business days after such aggrieved person knows or should have known of the facts giving rise thereto. Failure to file a timely protest shall bar any further action. The written protest shall set forth in detail the facts upon which the protestant bases its protest.

(b) Upon the filing of a timely protest, the Executive Director or his or her designee shall have the authority to conduct a hearing, to settle and resolve a protest of an aggrieved bidder, offeror or contractor concerning the solicitation or award of a contract or its prequalification status or classification, with the Executive Director retaining authority for the final decision of the Authority. This authority shall be exercised in accordance with the Administrative Procedure Act, N.J.S.A. 52:14B-1 et seq.

(c) If the protest is not resolved by mutual agreement, the Executive Director shall promptly issue a decision in writing. The decision shall state the determination made and reasons for the action taken. The decision shall be mailed or furnished promptly to the protestant and any other interested party.

(d) A decision under (c) above shall be final and conclusive, unless any person adversely affected by the decision commences an action in court.

(e) In the event of a timely protest under (a) above, the Authority shall not proceed further with the solicitation, or with the award of the contract until the decision is rendered under (c) above, or until the Executive Director after consultation with the Director of Purchasing or Chief Engineer makes a written determination that the continued solicitation or award of the contract without delay is necessary to protect the interest of the Authority or the public.

#### **§ 19:9-2.13 Procurement of routine towing services and emergency services on the Roadway**

(a) All contracts between the Authority and qualified service providers for towing services on the Turnpike (that is, routine towing services and storage services) and for towing and emergency services on the Parkway (that is, routine towing services, storage services and road services) entered into after June 15, 2004 shall be procured pursuant to the procedures and regulations promulgated under this section. Contracts for such towing services and/or towing and emergency services that were entered into prior to June 15, 2004 shall remain in effect in accordance with the terms thereof.

(b) The objective of these regulations is to establish procedures for the award of contracts for rotational towing services on the Turnpike and towing and emergency services on the Parkway utilizing a competitive bid process open to prequalified bidders. Contracts shall be awarded to the lowest responsible bidders as determined pursuant to applicable law, including, but not limited to, these regulations, and the specific requirements contained in all Requests for Bids (RFB) issued by the Authority, from time to time. In issuing an RFB, the Director of Purchasing is empowered to procure up to three rotational towers per service provider location (Zone) on the Turnpike and up to two rotational towers per Zone on the Parkway, or such other number as may be required in any RFB. It is the Authority's intent to solicit bids, as and when needed, for specific Zones along the Turnpike and the Parkway. In the case of the Turnpike, the Zones shall be established between specific interchanges, and in the case of the Parkway, the Zones shall be established between specific mileposts, all as more specifically set forth in the RFB.

(c) Only bids submitted by towing services and/or towing and emergency services providers who have first been qualified by the Authority pursuant to a prequalification process shall be considered. At the discretion of the Director of Purchasing, the prequalification process may be accomplished through a combined

Request for Qualifications/Request for Bids process or by a separate process preceding the issuance of an RFB. Upon award of a contract to the successful bidder(s), the standards governing prequalification shall be of continuing force and effect for the duration of such contract. The failure to maintain the standards of prequalification during the term of any contract awarded to a successful bidder shall be deemed a material breach of the contract.

(d) The criteria to be used by the Authority in determining prequalification shall include the following, the specific requirements of which shall be set forth in the RFB: reliability, experience, response time, acceptance of credit cards and prepaid towing contracts; equipment; location and condition of storage facilities, including, but not limited to, security safeguards for patrons and for towed and stored vehicles; liability and other insurance coverage; safeguards to protect the personal safety of customers, including, but not limited to, considerations related to the criminal background of employees; and such other factors as the Authority may deem relevant and which shall be specified in the RFB. In recognition of the differences between the physical characteristics (for example, number of access and exit ramps) and operational aspects (for example, classes of permitted vehicles) on the Turnpike and the Parkway, the Director of Purchasing may establish different specific criteria for prequalification of service providers on the Turnpike and for prequalification of service providers on the Parkway.

(e) A towing services and/or towing and emergency services provider deemed qualified by the Authority shall thereafter be entitled to submit a bid in response to the RFB for which such provider has prequalified. Each RFB issued by the Authority shall prescribe specific requirements for the towing services and/or towing and emergency services being procured, which may include, at the discretion of the Authority, fixed fees for certain services, and which shall include a provision mandating that towing services and/or towing and emergency services providers shall not charge patrons any fees for towing services and/or towing and emergency services other than those applicable fees that are expressly set forth in N.J.A.C. 19:9-3.1 and 3.2.

(f) The provisions of N.J.A.C. 19:9-2.1, 2.4 and 2.2(c)6, shall be applicable to procurements for towing services on the Turnpike and towing and emergency services on the Parkway unless such provisions are inconsistent with the provisions of this section, in which event the provisions of this subchapter shall govern. In addition, N.J.A.C. 19:9-2.2 and 2.12 shall be applicable to procurements for towing services on the Turnpike and towing and emergency services on the Parkway, except that all functions ascribed therein to the "Chief Engineer or Director of Maintenance" shall be performed by the Director of Purchasing in the case of routine towing and emergency services procurements only.

## **SUBCHAPTER 3. FEES**

### **§ 19:9-3.1 Towing rates on the Turnpike and the Parkway**

(a) Towing rates charged by Authority-authorized companies on the Roadway, pursuant to contracts entered into after June 15, 2004 shall not exceed the following rates or such rates as may be approved and amended by the members of the Authority from time to time in accordance with P.L. 2003, c.79 (N.J.S.A. 27:23-42b(7)) or with the Administrative Procedure Act, N.J.S.A. 52:14B-1 et seq. and the rules on agency rulemaking, N.J.A.C. 1:30:

1. Class 1 Vehicles (under 6,999 pounds registered gross vehicle weight (GVW) for the purpose of towing rates only):

i. Service charge of \$ 60.00; plus

ii. \$ 2.00 per mile on the Roadway up to a maximum, including the service charge, of \$ 80.00.

2. Other classes of vehicles (7,000 pounds and over registered GVW):

i. Service charge of \$ 100.00 for straight truck (up to 14,999 pounds gross vehicle weight), car with trailer, or trailer without car and \$ 250.00 for tractor trailer or bus (15,000 pounds or more registered gross vehicle weight); plus

ii. \$ 3.00 per mile on the Roadway, up to a maximum, including the service charge, of \$ 130.00 for straight truck, car with trailer, or trailer without car and \$ 5.00 per mile for tractor trailer or bus, up to a maximum, including the service charge, of \$ 300.00; plus

iii. An additional charge of \$ 25.00 for connecting air lines and \$ 25.00 for connecting lights;

iv. An additional charge of \$ 45.00 for disconnecting drive shaft on all trucks;

v. An additional charge of \$ 40.00 per axle for removing an axle; and

vi. Additional charge of \$ 45.00 for removing an air scoop.

3. Winching and wrecking (all classes of vehicles):

i. \$ 60.00 per hour for a light wrecker; and

ii. \$ 100.00 per hour for a heavy wrecker.

4. Extra heavy duty towing and recovery services, which shall mean when used in this section, the immediate, coordinated, professional response by authorized extra heavy duty towing and recovery service contractors to incidents that have occurred on the Roadway, causing or having the potential to cause serious and lengthy disruption to Roadway operations, specifically, the normal flow of traffic, as determined in the sole discretion of the Authority. These incidents include, but are not limited to, large overturned commercial vehicles such as trucks, buses or spillage of products that require the use of special heavy duty recovery equipment and expertise to resolve. Extra heavy duty towing and recovery service contractors must provide service under critical time restraints and work under severe pressure in an effort to return the Roadway to normal operating conditions. Recovery equipment must be operated in a team response and coordinated effort, providing the utmost safety and care in the actual operation, which will include, but not be limited to, winching, uprighting of overturned commercial vehicles, towing and expeditious removal of all vehicles, as well as the expeditious removal of cargo and debris from the affected Roadway. The Authority-authorized extra heavy duty towing and recovery services contractor shall be solely responsible

for the removal of all such vehicles, cargo and debris.

i. Rates for the following extra heavy duty towing and recovery services, chargeable in one-half hour increments by Authority-authorized extra heavy duty towing and recovery services contractors, shall not exceed the following amounts:

Equipment:

Heavy duty wreckers	\$ 250.00 per hour
Landoll w/tractor	\$ 250.00 per hour
Relief box trailer	\$ 250.00 per hour
60-ton rotator	\$ 450.00 per hour
50-ton construction crane	\$ 450.00 per hour
Light duty flatbed	\$ 60.00 per hour
Light duty tow truck with wheel lift	\$ 60.00 per hour
Relief refrigerated tractor trailer	\$ 300.00 per hour
Tractor only	\$ 200.00 per hour
Heavy duty flatbed	\$ 250.00 per hour
Service truck	\$ 250.00 per hour
Front end loader (two-yard minimum bucket)	\$ 250.00 per hour
Bob cat/skid steer	\$ 250.00 per hour
Fork lift (5,000 pounds minimum capacity)	\$ 250.00 per hour
Backhoe	\$ 250.00 per hour
Dump truck	\$ 250.00 per hour
Dump trailer w/tractor	\$ 250.00 per hour
Roll off container (40-yard) + disposal fee	\$ 250.00 per hour
Light tower (two-light minimum)	\$ 150.00 per hour
Pallet jacks	\$ 200.00 flat fee
Rollers (Off Load)	\$ 200.00 flat fee

Labor:

Supervisor (Wreck Master)	\$ 150.00 per hour
Tech Labor (Driver, Rigger)	\$ 100.00 per hour
Manual Labor	\$ 75.00 per hour

5. Specialized equipment:

i. \$ 250.00 per hour for specialized equipment, including, but not limited to, Landoll hydraulic trailer with tractor or Oshkosh box trailer with tractor.

ii. \$ 450.00 per hour for Rotator 60-ton capacity and up, and for 50 ton construction crane.

(b) Storage rates charged by Authority-authorized companies pursuant to contracts entered into after June 15, 2004 shall not exceed the following rates or such rates as may be approved and amended by the members of the Authority from time to time in accordance with P.L. 2003, c.79 (N.J.S.A. 27:23-42b(7)) or with the Administrative Procedure Act, N.J.S.A. 52:14B-1 et seq. and the rules on agency rulemaking, N.J.A.C. 1:30:

1. Cars: First 24 hours free; \$ 25.00 per day thereafter.



2. Vehicles up to 14,999 pounds GVW: First 24 hours free; \$ 75.00 per day thereafter.
3. Vehicles over 14,999 pounds GVW:
  - i. All except buses: First 24 hours free; \$ 75.00 per unit per day thereafter;
  - ii. Buses: First 24 hours free; \$ 150.00 per day thereafter.

**§ 19:9-3.2 Road services rates on the Roadway**

(a) Road service rates on the Turnpike for Class 1 vehicles charged by Authority-authorized service companies pursuant to contracts entered into after June 15, 2004 shall conform with the following rates or such rates as may be approved and amended by the members of the Authority from time to time in accordance with P.L. 2003, c.79 (N.J.S.A. 27:23-42b(7)) or with the Administrative Procedure Act, N.J.S.A. 52:14B-1 et seq. and the rules on agency rulemaking, N.J.A.C. 1:30:

1. Road service charge: \$ 30.00;
2. Motor fuel/oil: Cost of product plus road service charge;
3. Tire change: Road service charge;
4. Tire repair/replacement: Cost of product plus road service charge;
5. Battery service: Road service charge;
6. Water: Road service charge; and

7. Tire repair/replacement services for trucks and buses: The service charge to be charged by a contractor shall not exceed \$ 125.00. The maximum hourly labor rate shall not exceed \$ 75.00 per hour. The only charges that a contractor may charge a patron are: the service charge bid by the contractor; if applicable, the hourly labor rate bid by the contractor multiplied by the actual time spent by the contractor at the scene, beyond the initial one-half hour, in repairing/replacing tires and/or rims; if applicable, an additional tire service charge of \$ 25.00 for each additional tire change beyond the first tire change; and the retail price of any supplied tires or rims and any other related equipment supplied. No other charges are permitted. The terms "contractor," "service charge," "hourly labor rate" and "additional tire service charge" are defined terms that shall have the meanings set forth in the procurement documents issued by the Authority from time to time for tire repair/replacement services for trucks and buses.

(b) Road service rates on the Parkway for Class 1 vehicles charged by Authority-authorized towing and emergency service providers pursuant to contracts entered into after June 15, 2004 shall conform with the following rates or such rates as may be approved and amended by the members of the Authority from time to time in accordance with P.L. 2003, c.79 (N.J.S.A. 27:23-42b(7)) or with the Administrative Procedure Act, N.J.S.A. 52:14B-1 et seq. and the rules on agency rulemaking, N.J.A.C. 1:30:

1. Road service charge: \$ 30.00;
2. Motor fuel/oil: Cost of product plus road service charge;
3. Tire change: Road service charge;
4. Tire repair/replacement: Cost of product plus road service charge;
5. Battery service: Road service charge;

6. Water: Road service charge; and

7. Tire repair/replacement services for trucks and buses: The service charge to be charged by a contractor shall not exceed \$ 125.00. The maximum hourly labor rate shall not exceed \$ 75.00 per hour. The only charges that a contractor may charge a patron are: the service charge bid by the contractor; if applicable, the hourly labor rate bid by the contractor multiplied by the actual time spent by the contractor at the scene, beyond the initial one-half hour, in repairing/replacing tires and/or rims; if applicable, an additional tire service charge of \$ 25.00 for each additional tire change beyond the first tire change; and the retail price of any supplied tires or rims and any other related equipment supplied. No other charges are permitted. The terms "contractor," "service charge," "hourly labor rate" and "additional tire service charge" are defined terms that shall have the meanings set forth in the procurement documents issued by the Authority from time to time for tire repair/replacement services for trucks and buses.

**§ 19:9-3.3 Questions and disputes**

Questions and disputes concerning the rates or quality of towing or road service provided by Authority-authorized companies on the Roadway may be directed, in writing, to the Director of Law.

**§ 19:9-3.4 Miscellaneous permits and fees**

In the event that any permit not set forth in the rules is requested from the Authority, such request shall be forwarded to the Director of Law. If it is determined to be proper and in the best interest of the Authority, its patrons and the public to grant such permit, the Authority may grant the permit and impose a fee for the permit on a man-hour basis.

## **SUBCHAPTER 4. INSPECTION AND OBTAINING OF AUTHORITY RECORDS**

### **§ 19:9-4.1 General provisions**

(a) Except as otherwise provided by law, all "public records," as that term is defined by the Open Public Records Act, N.J.S.A. 47:1A-1 et seq., shall be available to any individual for the purpose of inspection or hand copying during regular business hours at the Authority's main offices at 581 Main Street, Woodbridge, New Jersey 07095, in accordance with the procedure set forth in N.J.A.C. 19:9-4.3. Other records within the possession of the Authority may be made available for inspection or copying subject to applicable law. For convenience, the Authority recommends that any request made under this subchapter be made using forms provided by the Authority and available on the Authority's website.

(b) Except as otherwise specified herein, copies of records may be obtained by written request or request via facsimile to:

Records Custodian  
New Jersey Turnpike Authority  
581 Main Street  
Woodbridge, New Jersey 07095  
Fax: 732-750-5393

(c) Copies of accident reports concerning accidents on the Turnpike may be obtained by a written request to:

New Jersey Turnpike Authority  
Operations Department  
New Jersey State Police Troop D  
Accident Report Request  
P.O. Box 5042  
Woodbridge, New Jersey 07095

A copy of the written request shall also be sent to the Records Custodian at the address provided under (b) above. New Jersey State Police Troop D shall copy the Records Custodian on any and all responses under this subsection.

(d) Copies of accident reports concerning accidents on the Parkway may be obtained by a written request to:

New Jersey Turnpike Authority  
Operations Department  
New Jersey State Police Troop E  
Accident Report Request  
P.O. Box 20  
Woodbridge, New Jersey 07095

A copy of the written request shall also be sent to the Records Custodian at the address provided under (b) above. New Jersey State Police Troop E shall copy the Records Custodian on any and all responses under this subsection.

(e) Photographs of the Roadway, Authority structures and/or appurtenances will be taken by the Authority, through its employees or agents, upon written request to the Executive Director at 581 Main Street, Woodbridge, New Jersey 07095. Requests must specify the exact location of the site, accompanied by a brief description of the item to be photographed. The taking of photographs by persons other than those employed or contracted by the Authority shall be governed by N.J.A.C. 19:9-1.22.

(f) Copies of bid documents for contractors and vendors bidding on work, services or materials shall be

obtained at fees established by the Authority to cover printing and distribution costs and published in the advertisement for the receipt of bids, subject to applicable law.

(g) The fees for obtaining Authority records, which are set forth in N.J.A.C. 19:9-4.4 shall be collectable at or before delivery of the documents copied. Payment shall be made by check or money order payable to the New Jersey Turnpike Authority.

#### **§ 19:9-4.2 (Reserved)**

#### **§ 19:9-4.3 Procedures for obtaining Authority records**

(a) The Director of Law shall review all requests for inspection or copying of public records and shall notify the requesting party of the time and date, or alternative times and dates, that the records will be made available for inspection and copying. If the request is denied, the requesting party will be notified of the denial and the reasons for such denial. All records requests shall be made at the above applicable addresses during regular business hours or at such other times and/or locations as the Director of Law deems convenient.

(b) All duplication shall be done by, or at the request of, the Authority, and the charges shall be in accordance with those set forth in N.J.A.C. 19:9-4.4. If the Director of Law finds that there is no risk of damage, mutilation or loss of such records and that it would not be incompatible with the economic and efficient operation of the Authority, the Director of Law may permit the requesting party seeking to copy more than 100 pages to use his or her own photographic process upon the payment of a reasonable fee, considering the equipment and the time involved, to be fixed by the Director of Law at not less than \$ 10.00 nor more than \$ 50.00 per day. If it is not practicable for the Authority to copy any document, that document will be copied commercially, and the party requesting the copy shall be charged a fee equal to the Authority's cost for such commercial reproduction.

#### **§ 19:9-4.4 Fees**

(a) Copies of Authority records shall be made available by the Authority to the requesting party upon full payment of copying costs. Copying costs shall be determined in accordance with the following schedule:

1. Documents:

- i. First page to 10th page: \$ 0.75 per page;
- ii. Eleventh page to 20th page: \$ 0.50 per page;
- iii. All pages over 20: \$ 0.25 per page.

2. Drawings, maps, and plan sheets: \$ 1.00 per page;

3. Microfilm copies, any size: \$ 1.00 per page;

4. Existing photographs:

- i. Photographs up to 8 by 10 inches, black and white glossy: \$ 10.00 per picture;
- ii. Photographs 8 by 10 inches, color glossy: \$ 15.00 per picture;

5. Photographs taken upon request (prices include travel time, materials and film processing) up to 8 by 10 inches:

- i. Black and white, first photograph: \$ 30.00;

ii. Black and white, each additional photograph: \$ 15.00;

iii. Color, first photograph: \$ 40.00;

iv. Color, each additional photograph: \$ 20.00.

6. Slides, 35 millimeter: \$ 10.00 per slide;

7. State Police Accident reports:

i. Certified copies: All pages \$ 10.00;

8. State Police photographs up to 8 by 10 inches, color glossy:

i. First photograph: \$ 5.00;

ii. Each additional photograph: \$ 3.00.

(b) Payment may be waived when the request is made by the United States, the State of New Jersey, or any agency or political subdivision thereof, individuals or firms doing work or performing services for the Authority, organizations or associations of which the Authority is a member, credentialed media organizations, and organizations exchanging information with the Authority on a reciprocal basis.

(c) A fee of \$ 5.00 per document or photograph will be charged for certification by the Secretary of the Authority that an Authority document is authentic or that a record of which the Authority is legal custodian cannot be found.

(d) The Authority may, in its discretion, prepare responses to requests for traffic and accident statistics. Such requests shall be submitted to the Director of Operations. There shall be a minimum fee of \$ 50.00 for responses to such request. For requests which involve more than one man-hour for research, investigation and/or analysis by Authority employees, the charges shall be on a man-hour basis.

## **SUBCHAPTER 5. ADMINISTRATIVE PRACTICES**

### **§ 19:9-5.1 Pre-employment screening**

(a) Applicants for employment with the Authority shall be of good moral character. In the event the applicant has previously been convicted of a crime, the Authority will consider such criminal conviction in the Authority's pre-employment screening process, provided however, such conviction will not be dispositive.

(b) The Authority or its designee shall submit to the New Jersey State Police requests for criminal history record information regarding any applicant for employment with the Authority.

(c) A medical examination, including, but not limited to, drug screening, may be performed on any applicant for employment by the Authority's designated medical representative. Annual medical evaluations may subsequently be performed on all employees, and for appropriate personnel, may include drug screening.

### **§ 19:9-5.2 Waivers generally**

Nothing in these rules shall be construed to prohibit the Authority from granting waivers from any provisions hereof or the Authority's Standard Specifications.

### **§ 19:9-5.3 Procedure for waiver**

Any party desiring a waiver or release from the express provisions of any of these rules, or the Authority's Standard Specifications, as may be updated from time to time, shall submit a written request to the Executive Director. Any waiver so requested may be granted by the members of the Authority only upon a finding that such waiver would not jeopardize the health, safety or welfare of the Roadway, its patrons or the general public, would not contravene the provisions of N.J.S.A. 27:23-1 et seq., and that granting the waiver would be consistent with the Authority's statutory purposes.

## **SUBCHAPTER 6. PETITIONS FOR RULES; OPPORTUNITY TO BE HEARD UPON A SHOWING OF SUFFICIENT PUBLIC INTEREST IN A PROPOSED RULEMAKING**

### **§ 19:9-6.1 Scope**

This subchapter shall apply to all petitions made by interested persons for the promulgation, amendment or repeal of any rule by the Authority, pursuant to N.J.S.A. 52:14B-4(f) and N.J.S.A. 27:23-29.

### **§ 19:9-6.2 Procedure for petitioner**

(a) Any person who wishes to petition the Authority to promulgate, amend or repeal a rule must submit to the Executive Director, in writing, the following information:

1. The name of the petitioner;
2. The substance or nature of the rulemaking which is requested, together with the citation of affected rule, if applicable;
3. The reasons for the request and the petitioner's interest in the request; and
4. References to the authority of the Authority to take the requested action.

(b) A petitioner has the option of providing the text of the proposed new rule, amended rule or repealed rule with the information in (a) above, although this option is not required.

(c) Petitions shall be addressed to:

Executive Director  
New Jersey Turnpike Authority  
581 Main Street  
Woodbridge, New Jersey 07095

(d) Any document submitted to the Authority which is not in substantial compliance with (a) above shall not be deemed to be a petition for a rule requiring further Authority action pursuant to N.J.S.A. 52:14B-4(f) and N.J.S.A. 27:23-29.

### **§ 19:9-6.3 Procedure of the Authority**

(a) Upon receipt of a petition in compliance with this subchapter, the Authority shall, within 15 days of receipt, file a notice of petition with the Office of Administrative Law for publication in the New Jersey Register. The notice will include:

1. The name of the petitioner;
2. The substance or nature of the rulemaking action which is requested;
3. The problem or purpose which is the subject of the request; and
4. The date the petition was received.

(b) Within 60 days of receiving the petition, the Authority shall mail to the petitioner, and file with the Office of Administrative Law for publication in the New Jersey Register, a notice of action on the petition which will include:

1. The name of the petitioner;
2. The New Jersey Register citation for the notice of petition, if that notice appeared in a previous New Jersey Register;
3. Certification by the Executive Director that the petition was duly considered pursuant to law;
4. The nature or substance of the Authority's action upon the petition; and
5. A brief statement of reasons for the Authority's action.

(c) Authority action on a petition may include:

1. Denying the petition. If the petition is denied, the petitioner will be provided with a written statement of the Authority's reasons for the denial;

2. Granting the petition. If the petition is granted, the Authority will initiate a rulemaking proceeding no later than 90 days after the petition is granted; or

3. Referring the matter for further deliberations by and among appropriate Authority staff. If the matter is referred for further deliberations, the nature of the deliberations will be given in writing to the petitioner and the deliberations must conclude within 90 days after the matter is referred.

- i. Upon the conclusion of further deliberations, the Authority shall either deny or grant the petition. If the petition is granted, the Authority shall initiate a rulemaking proceeding within 90 days. The Authority will mail the results of these deliberations to the petitioner and submit the results to the Office of Administrative Law for publication in the New Jersey Register.

#### **§ 19:9-6.4 Authority's failure to act on a petition for rulemaking**

(a) If the Authority fails to act in accordance with the time frames set forth in N.J.A.C. 19:9-6.3, the petitioner may request, in writing, a public hearing on the petition by submitting a request to the Director of the Office of Administrative Law in accordance with N.J.A.C. 1:30-4.3.

(b) If a petitioner requests a public hearing from the Director of the Office of Administrative Law due to the Authority's failure to adhere to the time frames listed in N.J.A.C. 19:9-6.3, and if the Authority receives notice from the Director of the Office of Administrative Law of his or her intent to hold a public hearing on the petition, the Authority may, within 15 days of receipt of said notice, provide notice of a public hearing.

#### **§ 19:9-6.5 Rulemaking**

With respect to any duly authorized rule proposal which the Authority proposes for adoption pursuant to the provisions of N.J.S.A. 27:23-1 et seq., the Executive Director is empowered, in his or her discretion, to file such rulemaking proposal with the Office of Administrative Law if the Executive Director determines, at the end of the public comment period and after review, consideration and reply to such comments, that it is appropriate to adopt the rule as proposed without any material changes.

#### **§ 19:9-6.6 Extension of the public comment period**

(a) The Authority may extend the time for submission of public comments on a proposed rulemaking at its discretion without the need for a specific request or the demonstration of sufficient public interest.

(b) The Authority shall extend the time for submission of public comments for an additional 30-day period, if, within 30 days of the publication of a notice of proposal, sufficient public interest is demonstrated in an extension of time to submit comments.



(c) Sufficient public interest is demonstrated in an extension of the comment period when 10 or more individuals or entities have expressed the need for the extension of the comment period.

**§ 19:9-6.7 Conducting a public hearing**

(a) The Authority may conduct a public hearing on a proposed rulemaking at its discretion without the need for a specific request or the demonstration of sufficient public interest.

(b) The Authority shall conduct a hearing at the request of a Legislative Committee, a State agency, or a county, local, or municipal governmental entity, if the request is made to the Authority within 30 days following publication of the proposed rulemaking or if sufficient public interest is demonstrated.

(c) Sufficient public interest is demonstrated with regard to the conducting of a public hearing when 50 or more individuals or entities have expressed either the need for a public hearing on the rule proposal or disagreement with one or more substantive provisions of the rule proposal.

(d) The Authority shall not consider, in the calculation of the number of comments received under (c) above, those comments that relate to specific recommended changes in the rule that the Authority has agreed to make or does not have the legal authority to make.

## **SUBCHAPTER 7. ORGANIZATION OF THE NEW JERSEY TURNPIKE AUTHORITY**

### **§ 19:9-7.1 Authority responsibilities**

The Authority is responsible for the design, construction, maintenance and operation of the Roadway, for related projects designed at N.J.S.A. 27:23-1 et seq., and for such other activities as may be authorized by law.

### **§ 19:9-7.2 (Reserved)**

### **§ 19:9-7.3 Functions of the departmental units and divisions**

(a) Functions of the various departments and offices within the Authority are as follows:

1. Engineering: This department is responsible for design, construction and major rehabilitation of the Roadway.

2. Maintenance: This department is responsible for the care and maintenance of the Roadway and the Authority's equipment.

3. Tolls Collection: This department oversees the manual collection of toll revenue and the activities of toll collection personnel in providing service to the motoring public.

4. Operations: This department manages all activities related to day-to-day operation of the Roadway. Its responsibilities include traffic engineering, traffic regulations, emergency services, coordination of construction and maintenance activities, hazardous materials response, patron safety, the Traffic Operations Center, operating the highway advisory radio program, and response to towing disabled vehicles.

5. Finance: This department is responsible for all fiscal matters for the Authority, including, but not limited to, financing and investment issues, annual capital and operating budgets, asset management, payroll, other disbursements, toll audit and revenue accounting.

6. Law: This department provides legal services to all Authority departments, including, but not limited to, the review of contracts, acquisition of property, management of all legal and quasi-legal hearings, coordination and administration of the Authority's legal affairs with General Counsel and other outside counsel, and ensures compliance with the Authority's general specifications and policies. In addition, this department has responsibility for risk management and insurance functions, and Equal Employment Opportunity operations.

7. Human Resources: This department is responsible for all employment activities, including, but not limited to, recruiting, promotion, labor relations management, training of Authority employees, employee safety, and administration of employee benefits programs.

8. Technology and Administrative Services: This department is responsible for providing support to the Authority departments and its employees, including, but not limited to, management information systems, office services, mail activities, duplication, management of the disposal of surplus property and maintenance and functioning of the Authority's communications systems. In addition, this department is responsible for accountability for industrial and technical non-toll revenue.

9. Purchasing: This department procures materials, supplies, and services for the maintenance, repair and operation of all departments.

10. Secretary to the Authority: This office is responsible for recording the proceedings during the public assembly of the members of the Authority and acts as custodian of the Authority's official records and their disposition, except those records specifically assigned to others, such as financial books and

records.

11. Office of the Executive Director: This office is responsible for the overall direction, planning and policy of the Authority and manages the activities of the members of the Authority. In addition, the office oversees the deferred compensation program, patron services, and communications and community relations.

12. Internal Audit: This department is responsible for monitoring the reliability and integrity of the Authority's financial and operational information, ensuring compliance with Authority policies, procedures and regulations as well as evaluating the Authority's internal and external risks. The Internal Audit Department reports directly to the Authority's Audit Committee and the members of the Authority.

13. Electronic Toll Collection: This department is responsible for implementing, maintaining and monitoring the electronic toll collection (ETC) functions, including, but not limited to, technical, contractual and programmatic oversight of ETC.

14. Strategic Policy and Planning: This department is responsible for transportation and long-range strategic planning initiatives involving the Roadway, and is the technical interface with other governmental entities and metropolitan planning organizations. This department is also responsible for the development of the Authority's annual Strategic Plan and Capital Investment Plan.

(b) Functions of the various divisions within the Authority are as follows:

1. The Arts Center: This division has the primary responsibility for managing the Authority's contracts for the operation of the Arts Center and the Robert B. Meyner Reception Center in Holmdel, New Jersey. Additionally, it provides educational, musical, and cultural events, free-of-charge for children, senior citizens, and families at the Arts Center and venues throughout the State.

2. Patron Services: This division is responsible for the governance of operations at service areas and Park-n-Rides along the Roadway.

3. Constituent Services: This office responds to all constituent inquires and coordinates and maintains all archival material concerning the Roadway. In addition, this office acts as liaison to the Governor's Office regarding any complaints or inquiries and as liaison to any mayor's and municipal office where the Authority is conducting construction.

#### **§ 19:9-7.4 Information**

Interested persons can obtain information from the Authority by addressing inquiries to:

Executive Director  
New Jersey Turnpike Authority  
581 Main Street  
Woodbridge, New Jersey 07095

## **SUBCHAPTER 8. DEBARMENT, SUSPENSION AND DISQUALIFICATION FROM CONTRACTING**

### **§ 19:9-8.1 Definitions**

As used in this subchapter, the following words and terms shall have the following meanings unless a different meaning clearly appears from the context:

"Debarment" means an exclusion from Authority contracts on the basis of the list of offenses, inadequacies, or omissions described in this subchapter.

"Disqualification" means an exclusion from a particular Authority contract.

"Person" means any natural person, corporation, partnership, company, firm, association or other entity. Person also includes any partners of the partnership, and any principals of the corporation, company, firm, association or other entity, as the case may be.

"Suspension" means an exclusion from Authority contracts for a temporary period of time pending the completion of an investigation or legal proceeding relating to certain offenses, inadequacies, or omissions described in this subchapter.

### **§ 19:9-8.2 Causes for debarment of a person(s)**

(a) In the public interest, the Authority may debar a person for any of the following causes:

1. Commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract, or subcontract thereunder, or in the performance of such contract or subcontract;

2. Violation of the Federal Organized Crime Control Act of 1970, Pub. L. 91-452, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, perjury, false swearing, receiving stolen property, obstruction of justice, or any other offense indicating a lack of business integrity or honesty;

3. Violation of Federal or State antitrust statutes, or of the Federal Anti-Kickback Acts (18 U.S.C. § 874, 40 U.S.C. § 276b and c);

4. Violations of any of the laws governing the conduct of elections of the Federal government, State of New Jersey or of its political sub-divisions;

5. Violation of the "New Jersey Law Against Discrimination" (P.L. 1945, c.169, N.J.S.A. 10:5-1 et seq., as supplemented by P.L. 1975, c.127), or of the act banning discrimination in public works employment (N.J.S.A. 10:2-1 et seq.), or of the act prohibiting discrimination by industries engaged in defense work in the employment of persons therein (C.114, L.1942, N.J.S.A. 10:1-10 et seq.);

6. Violation of any laws governing hours of labor, minimum wage standards, prevailing wage standards, discrimination in wages, child labor or other labor standards;

7. Violation of any laws governing the conduct of occupations or professions or regulated industries;

8. Violation of any environmental laws;

9. Violations of any other laws the violations of which may demonstrate a lack of moral integrity, or actions which in the reasonable opinion of the Authority shed doubt on the moral integrity of the person;

10. Willful failure to perform in accordance with contract specifications or within contractual time limits;

11. A record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts, provided that such failure or unsatisfactory performance has occurred within a reasonable time preceding the determination to debar and was caused by acts within the control of the person debarred;

12. Violation of contractual or statutory provisions regulating contingent fees;

13. Any other cause affecting the responsibility as a contractor of such serious and compelling nature as may be determined by the Authority to warrant debarment, including such conduct as may be prescribed by the laws or contracts enumerated in this paragraph even if such conduct has not been or may not be prosecuted as violations of such laws or contracts;

14. Debarment by an agency, authority or commission of the State of New Jersey or a final determination by any such agency, authority or commission that such person has committed an act demonstrating a lack of moral integrity.

(b) In the public interest, the Authority may debar a vendor for violation of any of the following prohibitions on vendor activities or for breach of any of the following affirmative obligations:

1. No vendor shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any State officer or employee or special State officer or employee, as defined by N.J.S.A. 52:13D-13b and e, to any officer or employee of the Authority or any other agency with which such vendor transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i, of any such officer or employee, or any partnership, firm, or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of N.J.S.A. 52:13D-13g.

2. The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by a State officer or employee, special State officer or employee or Authority officer or employee from any vendor shall be reported in writing forthwith by the vendor to the Attorney General and the Executive Commission on Ethical Standards.

3. Unless a waiver has been granted in accordance with (b)4 below, no vendor may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such vendor to, any State officer or employee, special State officer or employee or Authority officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any state agency or any instrumentality thereof, or with any person, firm or entity with which he is employed or associated or in which he has an interest within the meaning of N.J.S.A. 52:13D-13g.

4. Any relationship subject to the provisions of (b)3 above shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the State officer or employee, special State officer or employee or Authority officer or employee upon a finding that the present or proposed relationship does not present the potential, actual or appearance of a conflict of interest.

5. No vendor shall influence, or attempt to influence or cause to be influenced, any State officer or employee, special State officer or employee or Authority officer or employee in his or her official capacity of any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.

6. No vendor shall cause or influence, or attempt to cause or influence, any State officer, special State officer or employee or Authority officer or employee to use, or attempt to use his or her official position to secure unwarranted privileges or advantages for the vendor or any other person.

**§ 19:9-8.3 Conditions affecting the debarment of a person(s)**

(a) The following conditions shall apply concerning debarment:

1. Debarment shall be made only upon approval of the members of the Authority, except as otherwise provided by law.

2. The existence of any of the causes set forth in N.J.A.C. 19:9-8.2 shall not necessarily require that a person be debarred. In each instance, the decision to debar shall be made within the discretion of the members of the Authority, unless otherwise required by law, and shall be rendered in the best interests of the Authority.

3. All mitigating factors shall be considered in determining the seriousness of the offense, failure or inadequacy of performance and in deciding whether debarment is warranted.

4. The existence of a cause set forth in N.J.A.C. 19:9-8.2(a)1 through 8 shall be established upon the rendering of a final judgment or conviction, including, but not limited to, a guilty plea or a plea of nolo contendere by a court of competent jurisdiction or by an administrative agency empowered to render such judgment. In the event an appeal taken from such judgment or conviction results in reversal thereof, the debarment shall be removed upon the request of the debarred person unless other cause for debarment exists.

5. The existence of a cause set forth in N.J.A.C. 19:9-8.2(a)9 through 12 and (b) shall be established by evidence which the Authority determines to be clear and convincing in nature.

6. Debarment for the cause set forth in N.J.A.C. 19:9-8.2(a)13 shall be proper, provided that one of the causes set forth in N.J.A.C. 19:9-8.2(a)1 through 12 or (b), or an equivalent cause under the jurisdiction of the original debaring agency or governmental entity, was the basis for debarment by the original debaring agency or governmental entity. Such debarment may be based entirely on the record of facts obtained by the original debaring agency, or upon a combination of such facts and additional facts adduced by the Authority.

**§ 19:9-8.4 Procedures, period of debarment, and scope of debarment affecting the debarment of a person(s)**

(a) When the Authority seeks to debar a person or his or her affiliates, the Authority shall furnish such party with a written notice stating:

1. That debarment is being considered;

2. The reasons for the proposed debarment; and

3. That such party will be afforded an opportunity for a hearing before the Authority if he or she so requests within 14 days from the date of personal delivery or 17 days from the date of mailing of such notice by the Authority. All such hearings shall be conducted in accordance with the provisions of the Administrative Procedures Act, N.J.S.A. 52:14B-1 et seq., and the Uniform Administrative Procedure Rules, N.J.A.C. 1:1.

(b) Notwithstanding the requirements set forth in (a) above, where another department or agency of the State of New Jersey has imposed debarment upon a party, the Authority may also impose a similar debarment without affording an opportunity for a hearing, provided that the Authority furnishes notice of the proposed similar debarment to the party, and affords that party an opportunity to present information on

his or her behalf to explain why the proposed similar debarment should not be imposed in whole or in part.

(c) Debarment shall be for a reasonable, finite period of time, which shall not exceed an initial period of five years. If the Authority determines, in its discretion, that after the expiration of the initial period of debarment an additional period of debarment is warranted, such additional debarment period shall be permitted, provided that notice thereof is furnished and the party is afforded an opportunity to contest the proposed further debarment in accordance with the procedures set forth in (a) above. Such additional period of debarment shall be for a reasonable, finite period of time, which shall not exceed five years.

(d) Except as otherwise provided by law, a debarment may be removed or the period thereof may be reduced in the discretion of the Authority upon the submission of a good faith application under oath, supported by documentary evidence setting forth substantial and appropriate grounds for the granting of relief, such as newly discovered material evidence, reversal of a conviction or judgment, actual change of ownership, management or control, or the elimination of the cause(s) for which the debarment was imposed.

(e) A debarment may include all known affiliates of a person, provided that each decision to include an affiliate is made on a case by case basis after providing that affiliate an opportunity to contest such proposed debarment in accordance with the procedure set forth in (a) above.

#### **§ 19:9-8.5 Causes for suspension of a person(s)**

In the public interest, the Authority may suspend a person for any cause specified in N.J.A.C. 19:9-8.2 or upon reasonable suspicion that such cause exists.

#### **§ 19:9-8.6 Conditions for suspension of a person(s)**

(a) The following conditions concerning suspension are to be adhered to:

1. Suspension shall be imposed only upon approval of the Authority, except as otherwise provided by law.

2. The existence of any cause for suspension shall not require that a suspension be imposed, and a decision to suspend shall be made at the discretion of the Authority and shall be rendered in the best interest of the Authority.

3. Suspension shall not be based upon unsupported accusation, but upon adequate evidence that cause exists or upon evidence adequate to create a reasonable suspicion that cause exists. In assessing whether adequate evidence exists, consideration shall be given to the amount of credible evidence which is available, to the existence or absence of corroboration as to important allegations, and to inferences which may properly be drawn from the existence or absence of affirmative facts.

4. Reasonable suspicion of the existence of cause described in N.J.A.C. 19:9-8.2(a)1 through 8 may be established by the rendering of a final judgment or conviction by a court or administrative agency of competent jurisdiction, by grand jury indictment, or by evidence that such violations of civil or criminal law did in fact occur.

5. A suspension invoked by another agency or authority or commission of the State of New Jersey for any of the causes described in N.J.A.C. 19:9-8.2 may be the basis for the imposition of a concurrent suspension by the Authority.

#### **§ 19:9-8.7 Procedures, period of suspension and scope of suspension affecting the suspension of a person(s)**

(a) The Authority may suspend a person or his or her affiliates, provided that within 10 days after the

effective date of the suspension, the Authority provides such party with a written notice stating:

1. That a suspension has been imposed and its effective date;
2. The reasons for the suspension;
3. That the suspension is for a temporary period pending the completion of an investigation and such legal proceedings as may ensue; and
4. That if such legal proceedings are not commenced or the suspension is not removed within 60 days of the date of such notice from the Authority, the party will be given a statement of the reasons for the continuation of the suspension and an opportunity for a hearing before the Authority conducted in accordance with the Administrative Procedures Act, N.J.S.A. 52:14B-1 et seq., and the Uniform Administrative Procedure Rules, N.J.A.C. 1:1.

(b) A suspension shall not continue beyond 18 months from its effective date unless civil or criminal action regarding the alleged violation shall have been initiated within that period, or unless debarment action has been commenced. Whenever prosecution or debarment action has been initiated, the suspension may continue until the legal proceedings are completed.

(c) A suspension may include all known affiliates of a person, provided that each decision to include an affiliate is made on a case-by-case basis after giving due regard to all relevant facts and circumstances and after providing such affiliate(s) an opportunity for a hearing before the Authority.

#### **§ 19:9-8.8 Extent of debarment or suspension**

(a) The exclusion from contracting by virtue of debarment or suspension shall extend to all contracting and subcontracting within the control or jurisdiction of the Authority, including, but not limited to, any contracts which utilize Authority funds. When it is determined by the Authority to be essential to the public interest, an exception from total exclusion may be made with respect to a particular contract.

(b) After the opening of bids or receipt of proposals, the contracting officer shall review the list of persons debarred or suspended. Bids received from debarred or suspended persons in response to an invitation for bids shall be rejected unless the Authority determines that there is a compelling reason to consider the bid.

(c) Proposals, quotations, or offers received from any debarred or suspended person shall not be evaluated for award, nor shall discussions be conducted with a debarred or suspended person, unless the Authority determines that there is a compelling reason to do so. If the period of ineligibility expires or is terminated after bid opening but prior to award, the contracting officer may, but is not required to, consider such proposals, quotations or offers.

#### **§ 19:9-8.9 Disqualification of a person(s) as bidder**

(a) The Authority reserves the right to disqualify or refuse to receive a proposal from a prospective bidder even though the prospective bidder is prequalified, and even though the prospective bidder has not been debarred or suspended, or reject a proposal after having received same for any of the following reasons:

1. Lack of competency or lack of adequate machinery, plant or other equipment;
2. Uncompleted work which, in the judgment of the Authority, might hinder or prevent the prompt completion of additional work, if awarded;
3. Failure to pay, or satisfactorily settle, all bills due for labor, equipment or material on previous contracts;



4. Failure to comply with any prequalification requirements, bid specifications or regulations of the Authority;

5. Default under any previous contract;

6. Unsatisfactory performance on previous or current contracts;

7. Questionable moral integrity as determined by the Attorney General of New Jersey or the Authority;

8. Failure to reimburse the Authority for monies owed on any previously awarded contracts including, but not limited to, those where the prospective bidder is a party to a joint venture and the joint venture has failed to reimburse the Authority for monies owed;

9. Submission of false information to the Authority in connection with the proposal or any other contract; or

10. Any cause specified in N.J.A.C. 19:9-8.2 or upon reasonable suspicion that such cause exists.

(b) A prospective bidder may also be disqualified pursuant to N.J.A.C. 19:9-2.2. Nothing in this subchapter shall be deemed to affect, change or limit the requirements set forth in N.J.A.C. 19:9-2.2.

#### **§ 19:9-8.10 Lists of other agencies**

Notwithstanding the failure of the Authority to debar, suspend, or disqualify any person pursuant to these rules, whenever the Authority participates in any program or project financed, issued or guaranteed by any department, agency or instrumentality of the State of New Jersey or the United States Government, it may rely on any list of persons suspended or debarred by such agency, department or instrumentality and prevent the listed person from participating in that program or project.

#### **§ 19:9-8.11 Discretion**

Nothing contained herein shall be construed to limit the authority of the Authority to refrain from contracting within the discretion allowed by law.

## **SUBCHAPTER 9. ELECTRONIC TOLL COLLECTION MONITORING SYSTEM**

### **§ 19:9-9.1 Definitions**

The following words and terms, when used in this subchapter, shall have the following meanings, unless the context clearly indicates otherwise:

"Electronic toll collection system" or "ETC system" means the electronic system employed or utilized by the Authority to register and collect the toll required to be paid for a vehicle entering a toll plaza owned and/or operated by, or upon the behalf of, the Authority.

"Inadvertent toll violation" means a toll violation that occurs when a person who enters a toll collection plaza and takes every reasonable action to pay the required toll but who is prevented by circumstances beyond his or her reasonable ability to control from paying the required toll. The owner of a violating vehicle shall have the affirmative obligation to establish an inadvertent toll violation. An inadvertent toll violation does not include the following:

1. Failure to have the coinage, currency or other authorized means necessary to pay the required toll;
2. Entering a dedicated ETC system lane with a vehicle that is not equipped for the electronic toll collection system; or
3. Failure to adequately deposit the full amount of the toll in a toll collection basket.

"Lessee" means any person, corporation, firm, partnership, agency, association or organization that rents, leases or contracts for the use of a vehicle and has exclusive use of the vehicle for any period of time.

"Lessor" means any person, corporation, firm, partnership, agency, association or organization engaged in the business of renting or leasing vehicles to any lessee under a rental agreement, lease or other contract that provides the lessee with the exclusive use of the vehicle for any period of time.

"Operator" means the term "operator" as defined in N.J.S.A. 39:1-1.

"Owner" means the term "owner" as defined in N.J.S.A. 39:1-1.

"Toll collection monitoring system" means a vehicle sensor, placed in a location to work in conjunction with a toll collection facility, that produces one or more photographs, one or more microphotographs, a videotape or other recorded images, or a written record, of a vehicle at the time the vehicle is used or operated in violation of the toll collection monitoring system rules. The term shall also include any other process that identifies a vehicle by photographic, electronic or other method.

"Toll collection monitoring system rules" means the rules contained in this subchapter and authorized and adopted pursuant to N.J.S.A. 27:23-34.2 that prohibit a vehicle from making use of the Roadway except upon the payment of such tolls as may from time to time be prescribed by the Authority and that further makes it a violation subject to a civil penalty for any person to refuse to pay, to evade, or to attempt to evade the payment of such tolls, if the violation is recorded by a toll collection monitoring system as defined in N.J.S.A. 27:23-34.1.

"Vehicle" means the term "vehicle" as defined in N.J.S.A. 39:1-1.

"Violating vehicle" means a vehicle alleged to be involved in a violation of the toll collection monitoring system rules.

### **§ 19:9-9.2 Toll collection monitoring system violation**

(a) No owner, operator, lessor or lessee shall refuse to pay, evade or attempt to evade the payment of the toll for passage of a vehicle on a Roadway, unless an exemption exists for the payment of the required toll. Except as provided in N.J.S.A. 27:23-34.3(b), an owner of a vehicle shall be jointly and severally liable for the failure of an operator of the vehicle to comply with the toll collection system monitoring rules. The owner of a vehicle shall be liable if the vehicle was used or operated by the operator with the express or implied permission of the owner when the violation of the toll collection system monitoring rules was committed, and the evidence of the violation is obtained by a toll collection monitoring system. An owner of a vehicle shall not be liable if the operator of the vehicle has been identified and charged with a violation of N.J.S.A. 27:23-25 for the same incident.

(b) Within the time period specified in N.J.S.A. 27:23-34.3, the Authority or its agent may send an Advisory and Payment Request to the owner of the violating vehicle by regular mail as provided for in P.L. 1997, c.59. Upon receipt of the Advisory and Payment Request, the owner of the violating vehicle shall pay to the Authority or its agent, the proper toll and an administrative fee in the amount of \$ 25.00 per violation or such other amount as may be established by duly adopted rule; provided, however, that an owner that proves an inadvertent toll violation has occurred shall be required only to pay the toll and shall not incur the administrative fee. If the owner fails to pay the required toll and fee by the number of days specified in N.J.S.A. 27:23-34.3 from the date on which the Advisory and Payment Request was sent, the owner shall be subject to penalties described herein. The Authority or its agent may cause additional Advisory and Payment Requests to be issued in regard to the unresolved violation.

(c) The Advisory and Payment Request shall contain the name and address of the person alleged to be liable as an owner of a violating vehicle, the license plate number of the violating vehicle, the location where such violation took place, and the date and time of such violation.

(d) The Advisory and Payment Request shall contain information advising the person named of the manner in which he or she may contest the liability alleged in the Advisory and Payment Request or assert that liability should not attach in a given instance due to circumstances that caused an inadvertent toll violation to occur. Such Advisory and Payment Request shall also contain notice that failure to pay the indicated toll and administrative fee or failure to successfully contest the liability will render the owner subject to the penalties described in N.J.A.C. 19:9-3.

(e) If an owner receives an Advisory and Payment Request pursuant to this section for any time period during which the vehicle was reported to the police as having been stolen, it shall be a valid defense to an allegation of liability for a violation of this section that the vehicle had been reported to the police as stolen prior to the time the violation occurred and had not been recovered by such time. If an owner receives an Advisory and Payment Request pursuant to this section for any time period during which the vehicle was stolen, but not as yet reported to the police as having been stolen, it shall be a valid defense to an allegation of liability for a violation of this section that the vehicle was reported stolen within two hours after the discovery of the theft by the owner. For purposes of asserting that the vehicle was stolen, it shall be sufficient that a copy of the police report on the stolen vehicle be sent first class mail to the Authority or its agent at the address specified on the Advisory and Payment Request.

(f) An owner who is a lessor of a vehicle for which an Advisory and Payment Request was issued pursuant to this section shall not be liable for the violation, provided that the lessor submits to the Authority or its agent issuing the Advisory and Payment Request a copy of the rental agreement, lease or other such contract document covering such vehicle on the date of the violation (with the name and address of the lessee clearly legible), within 60 days after receiving the original Advisory and Payment Request. Failure to send such information within such 60-day time period shall render the lessor liable for the prescribed penalty. If the lessor complies with these provisions, and the lessee is sent an Advisory and Payment Request within 60 days of such compliance by the lessor, the lessee of the vehicle on the date of the violation shall be deemed to be the owner of such vehicle for purposes of this section and shall be subject to liability for same.

(g) The Authority may designate an employee(s) or agent(s) of the Authority to be a complaining witness

on behalf of the Authority and to cause a summons and complaint to issue to the extent permitted by, and pursuant, to the Rules Governing the Courts of the State of New Jersey.

(h) The Authority may adopt a form of contract ("subscription agreement") which may set forth the terms and provisions that govern the responsibilities, duties and obligations of an owner or operator as a subscriber to the ETC System, which subscription agreement may include the termination of the owner or operator as a subscriber of the Authority's ETC System if the owner or operator fails to comply with the terms and provisions of the subscription agreement.

### **§ 19:9-9.3 Penalties**

(a) A violation of this subchapter shall be punishable by a fine not exceeding \$ 500.00 or by imprisonment not exceeding 30 days or by both such fine and imprisonment.

(b) Nothing in this subchapter shall be construed as limiting the power of the Authority to proceed against an operator for a violation of N.J.A.C. 19:9-1.19 or as prohibiting or limiting the enforcement of the motor vehicle and traffic laws as set forth in Title 39 of the Revised Statutes, except that an operator charged with a violation of N.J.S.A. 27:23-34 shall not also be liable for the civil penalty provided in (a) above for the same incident.

## APPENDIX A

### CONTRACTOR'S CLASSIFICATION

CLASSIFICATION	BRIEF DESCRIPTION
1. Grading and Drainage	All clearing, excavation, embankment, grading and drainage, including, but not limited to, the construction of storm drainage structures and storm drainage pipe installation.
2. Paving	New construction of various courses of bituminous concrete to line and grade using automatic controls. Final preparation of the underlying material is also included.
3. General Construction, Highway <i>Grading and Drainage (1) Paving (2)</i>	Work involving excavation, embankment, grading, drainage, paving (no bridge construction).
4. Bridge Structures <i>Concrete Maintenance (8)</i>	Bridge, viaducts, retaining walls, foundations, fabrication and erection of structural steel, intermediate members, deck repair and/or replacement.
5. Heavy Highway <i>Bridge Structures (4)</i> <i>Concrete Maintenance (8)</i> <i>General Construction, Highway (3)</i> <i>Grading and Drainage (1)</i> <i>Paving (2), Signing (11)</i> <i>Timber Construction (SP)</i> <i>Erection of Sound Barriers (SP)</i> <i>Rock Slope Stabilization (SP)</i>	Work involving the combination of excavation, embankment, grading, drainage, paving and bridges.
6. Landscaping	Planting, seeding, topsoiling, grading, jute mesh, erosion control and all other landscaping procedures.
7. Electrical Work, Highway	Roadway, area, parking and ramp lighting, lighting standards, electrical distribution panels and other underground and overhead electrical work.
8. Concrete Maintenance	Concrete repair to reinforced concrete structures, and all bridge related repairs, including, but not limited to, concrete, reinforcement steel and structural steel.
9. Painting, Routine	Blast cleaning, priming and painting bridge structures, comprised of simply supported or continuous rolled steel beams or welded plate girders over active facilities which include, but are not limited to, roadways, railroads and navigable waterways.
10. Guardrail	All types of guardrail.
11. Signage	All types of signing, delineation, overhead sign structures.

## 12. Toll Booths

## Fabrication of toll booths

### SPECIAL CLASSIFICATIONS:

Specialized work not sufficiently included in other defined classifications such as, but not limited to the following:

#### Timber Construction

Bridge fender systems and all types of timber construction.

#### Fencing

All types of fencing.

#### Resurfacing *Paving (2)*

High volume roadway/multilane roadway pavement removal and bituminous concrete resurfacing using various courses, under traffic, to line and grade using automatic controls.

#### Bridge Deck Repairs *Concrete Maintenance (8)*

Bridge deck replacement work or full depth bridge deck repairs completed under live traffic conditions and traffic shifts of a limited duration per lane mile.

#### Painting, Complex *Painting, Routine (9)*

Blast cleaning, priming and painting structures, comprised of complex steel arrangements, including, but not limited to, steel trusses with suspended deck systems and stringer – floor beam – girder configurations not included under classification 9, Painting Routine, over active facilities which include, but are not limited to, roadways, railroads and navigable waterways.

#### Environmental Remediation Systems

Construction of soil and/or groundwater remediation systems in accordance with applicable State and Federal regulations. The constructed system shall utilize air sparging well installation in conjunction with soil vapor extraction technology, including, but not limited to, all associated separators, strippers, pumps, oxidizers, electrical work, piping and contaminated material removal. The contractor shall provide evidence of the appropriate State and/or Federal certification for soil and/or groundwater remediation systems if applicable.

#### Erection of Sound Barriers

Work involving the erection of prefabricated panels and posts for ground mounted and bridge mounted sound barriers. Firms not having sound barrier erection experience need to show experience in the installation of large diameter concrete caisson foundations, along with experience in the foundation construction and erection of fixed end multi-piece overhead structures or continuous walls.

#### Rock Slope Stabilization

Construction activities will include scaling of loose rock, drilling and installing grouted rock dowels, installing netting, drilling drainage holes and removing vegetation. Protection of traffic through the work area will be an important component of the work. Protection may include the installation of temporary shields or netting or other means and

Pavement Markings

methods to keep falling rocks from leaving the work zone and entering the travel lanes.

This work shall consist of the placement and/or removal of pavement markings and stripes made of paint epoxy, thermoplastic, preformed tape, etc. This work shall also include the placement and removal of recessed or raised reflective markers.

Note: Classifications shown in bold italics font are automatically awarded with the indicated Classification.

CLASSIFICATION RATINGS:

Up to \$150,000 maximum

Up to \$500,000 maximum

Up to \$1,000,000 maximum

Up to \$2,000,000 maximum

Up to \$3,500,000 maximum

Up to \$5,000,000 maximum

Up to \$10,000,000 maximum

Unlimited

Special Rating – (Limits to be established in specific situations where other Classification Rating is not adequate)