

**OTHER AGENCIES**

**NEW JERSEY TURNPIKE AUTHORITY**

**Proposed Readoption with Amendments: N.J.A.C. 19:9**

**Proposed Recodification: N.J.A.C. 19:9-1.23 as 5.7; N.J.A.C. 19:9-1.26, 1.27, 1.28 and 1.32 as 1.13(f) through (i), (k) through (m).**

**Proposed Recodification with Amendments: N.J.A.C. 19:9-1.29 as 1.13(j); N.J.A.C. 19:9-2.9, 2.10 and 2.11 as 5.2, 5.3, and 5.5; N.J.A.C. 19:9-3.4 as 5.9; N.J.A.C. 19:9-4.3 as 4.2, 4.4 as 4.3; N.J.A.C. 19:9-5.2 and 5.3 as 5.1; N.J.A.C. 19:9-7.3 as 7.2, 7.4 as 7.3.**

**Proposed Repeal: N.J.A.C. 19:9-5.1**

**Proposed New Rules: N.J.A.C. 19:9-1.33, 1.34, 2.9, 5.4, 5.8, 5.9, 5.10**

**Proposed Repeal and New Rule: N.J.A.C. 19:9, Appendix A**

**Authorized By: New Jersey Turnpike Authority, Executive Director Joseph W. Mrozek**

**Authority: N.J.S.A. 27:23-1, et seq.**

**Calendar Reference: See Summary below for explanation of exception to calendar requirement.**

**Proposal Number:**

Comments may be submitted through \_\_\_\_\_ 2017, by email to [bharris@turnpike.state.nj.us](mailto:bharris@turnpike.state.nj.us), or by facsimile or mail to the General Counsel, New Jersey

Turnpike Authority at 732-750-5384 or

P.O. Box 5042

Woodbridge, New Jersey 07095-5042

The agency proposal follows:

## **Summary**

Pursuant to N.J.S.A. 52:14B-5.1c, N.J.A.C. 19:9 expires on April 27, 2017. The New Jersey Turnpike Authority (“Authority”) has reviewed the rules set forth therein and, with the exception of the rules proposed to be repealed, recodified or amended as described below, has determined that they continue to be necessary, reasonable, efficient, understandable and responsive for the purposes for which they were originally promulgated. The rules augment the provisions of the Authority's enabling legislation and provide an efficient and effective mechanism for the regulation and safe and efficient use of the New Jersey Turnpike and the Garden State Parkway by the traveling public, as well as the Authority’s employees, contractors and vendors. The rules also provide an effective means for the proper administration of the Authority so as to fulfill the mandate of its enabling legislation.

In the course of its review of the expiring rules, the Authority identified in its rules stylistic and grammatical inconsistencies and outdated references, such as references to Departments whose titles are to be changed by this proposed readoption with amendments, references to the Authority’s former headquarters address and outdated references to its website address. Appropriate technical amendments are proposed throughout this proposal to conform and update references, including the Authority’s new headquarters address and current website address. Technical amendments are not specifically analyzed in this Summary unless such an amendment would cause a substantive change to the rules. The Authority solicits comments regarding whether any of the proposed technical amendments would cause a substantive change that should be considered by the Authority before promulgation.

A sixty (60) day comment period is provided. Therefore, pursuant to N.J.A.C. 1:30-3.3(a)(5), the proposal is not subject to the provisions of N.J.A.C. 1:30-3.1 and 3.2 governing rulemaking calendars.

A summary of the proposed amendments follows:

The title of Subchapter 1, “Traffic Control on New Jersey Turnpike,” is being amended to “Traffic Control and Use of New Jersey Turnpike Authority Property” in order to reflect the full scope of the subchapter, which deals with issues beyond just traffic control on the New Jersey Turnpike.

Various minor corrections are being made to the definitions contained in N.J.A.C. 19:9-1.1. The terms “abandoned vehicle,” “camper,” “car,” “gross combination weight rating,” “heavy truck,” “omnibus,” and “Telegraph Hill Nature Area” are being deleted as unnecessary and/or unhelpful. Definitions for the terms “Board,” “bus,” “Commissioner” and “day” have been added.

N.J.A.C. 19:9-1.2, Speed Limits, is being amended to create separate speed limit rules for the Turnpike (1.2(a)) and the Parkway (1.2(b)). Current N.J.A.C. 19:9-1.2(g) is being recodified with amendments to new N.J.A.C. 19:9-1.34(d)). A new N.J.A.C. 19:9-1.2(g) is proposed to set a 15 mph speed limit for entering/exiting exact change lanes and non-express E-ZPass lanes.

N.J.A.C. 19:9-1.5 generally prohibits U-turns, but current N.J.A.C. 19:9-1.5(d) allows such turns when done under the direction and supervision of toll plaza personnel. N.J.A.C. 19:9-1.5(d) is being amended to also allow U-turns to be made under the direction and supervision of the New Jersey State Police.

N.J.A.C. 19:9-1.9(a) lists the types of vehicles that are prohibited from the Roadway. Current N.J.A.C. 19:9-1.9(a)3 prohibits motorcycles from using the Turnpike during adverse

weather and prohibits them from the Parkway during such weather “as may be directed.” As amended, N.J.A.C. 19:9-1.9(a)3 will bar motorcycles from both roadways during adverse weather only “as directed by the Authority or the New Jersey State Police.”

New N.J.A.C. 19:9-1.9(a)25, 26, and 27 are recodifications with minor amendments of current N.J.A.C. 19:1.9(b)2 and (c), and relate to types of vehicles prohibited from the Roadway. While current N.J.A.C. 19:1.9(b)2 applies only to the Parkway and current N.J.A.C. 19:1.9(c) applies only to the Turnpike, the Authority has determined that these prohibitions should apply equally to both roadways.

The proposed amendments to N.J.A.C. 19:9-1.9(b) clarify what vehicles are allowed on the Parkway north of Interchange 105. As revised, subsection (b)1 prohibits commercial vehicles with a G.V.W.R. in excess of 10,000 pounds, with the exception of vehicles holding a special permit, New Jersey State Police vehicles, buses, Authority maintenance vehicles and other Authority authorized vehicles. As revised, subsection (b)2 clarifies the description of the Parkway ramp in Woodbridge Township which vehicles in excess of 10,000 pounds are permitted to use to access the Turnpike.

Current N.J.A.C. 19:9-1.9(d) has been recodified as new N.J.A.C. 19:9-1.9(c). Current N.J.A.C. 19:9-1.9(e) has been recodified with amendments as new N.J.A.C. 19:9-1.9(d). As revised, subsection (d) clarifies what types of vehicles are restricted from certain lanes on the Roadway.

The title of N.J.A.C. 19:9-1.12, “Damaging of the Roadway,” has been amended to “Damaging or defacing of the Roadway” to more accurately cover the scope of the section. Current N.J.A.C. 19:9-1.12(c) has been moved and recodified as new N.J.A.C. 19:9-1.13(e).

The title of N.J.A.C. 19:9-1.13, “Hitch-hiking, loitering, soliciting, and distributing prohibited,” has been amended to “Prohibited Conduct” and various prohibitions throughout Subchapter 1 – current N.J.A.C. 19:9-1.12(c), 1.26(a), 1.26(b), 1.26(c), 1.27, 1.28, 1.29 and 1.32 – have been consolidated into this section, some with minor changes. N.J.A.C. 19:9-1.12(c), prohibiting the placement of structures or signs upon the Roadway, has been recodified as new N.J.A.C. 19:9-1.13(e), with amendments deleting the phrase “without the prior written approval of the Authority” and adding reference to the “Miscellaneous permits” provision of new N.J.A.C. 19:9-5.9. New N.J.A.C. 19:9-1.13(j) is a recodification of N.J.A.C. 19:9-1.29, prohibiting starting a fire on the roadway, with amendments deleting the phrase “except in fireplaces or pits provided by the Authority for that purpose” since those facilities are no longer provided. New N.J.A.C. 19:9-1.13(k) adds prohibitions against urinating, defecating and public dressing/undressing.

The proposed amendments to N.J.A.C. 19:9-1.15(f)2 require that prospective emergency response contractors provide the Authority with additional documentation (certificates of liability insurance, indemnification and hold harmless agreements) before being allowed to provide services on the Roadway. N.J.A.C. 19:9-1.15(f)4 is amended to establish the process by which the Authority may procure those emergency contractors and to mandate that the Authority provide lists of those contractors to operators, owners and/or lessees of vehicles upon request.

The proposed amendments to N.J.A.C. 19:9-1.19(b) specify that tolls must be paid with United States currency in an exact change or staffed lane at the time of the use of the Roadway or by means of an electronic toll collection system in an E-ZPass lane. As revised, subsection (b) would also allow the Authority to limit any toll lane or interchange to allow for payment by electronic toll collection system only. Current N.J.A.C. 19:9-1.19(f) has been deleted. New

subsection (f) provides that it is unlawful for a driver to utilize an E-ZPass lane if his or her car does not have a valid E-ZPass device on board. New N.J.A.C. 19:9-1.19(g) establishes that it is unlawful for a driver to utilize a staffed toll lane if the driver lacks sufficient funds to pay the toll or does not have a valid E-ZPass device on board. New N.J.A.C. 19:9-1.19(h) establishes that the Authority may charge a driver on the New Jersey Turnpike up to the maximum applicable toll if the driver does not possess either a valid toll ticket or a valid E-ZPass device, and makes it unlawful for a driver to fail to meet this requirement as a result of misuse or improper installation of the E-ZPass device.

N.J.A.C. 19:9-1.22, regarding filming on the Roadway, is proposed to be amended so that subsection (a) now references the film permit process outlined in new N.J.A.C. 19:9-5.6 and clarifies that recording images for personal use is allowed without a permit within specified areas of the Roadway. All of subsection (b) has been deleted except for the last sentence, which has been recodified as new N.J.A.C. 19:9-5.6(e). Subsection (c) of Section 22 was deleted and subsections (d), (e) and (f) were recodified, with minor corrections, as subsections (c), (b) and (d), respectively, of new N.J.A.C. 19:9-5.6.

N.J.A.C. 19:9-1.23, Distribution of Literature, is being recodified as new N.J.A.C. 19:9-5.7, with minor amendments. Section 23 will be “Reserved.”

N.J.A.C. 19:9-1.24(a) is proposed to be amended to include electric-powered vehicles as another type of vehicle eligible to use the high occupancy vehicle (HOV) lanes regardless of the number of occupants.

Subsection (a) of N.J.A.C. 19:9-1.26, Parades, demonstrations and picnics prohibited, has been recodified as new rule N.J.A.C. 19:9-1.13(f). Subsections (b) and (c) of Section 26 are being recodified as new rule N.J.A.C. 19:9-1.13(g) and (g)1, respectively.

N.J.A.C. 19:9-1.27, Hunting and trapping prohibited, is being recodified as new rule N.J.A.C. 19:9-1.13(h). Section 27 will be “Reserved.”

N.J.A.C. 19:9-1.28, Use of firearms prohibited, is being recodified as new rule N.J.A.C. 19:9-1.13(i). Section 28 will be “Reserved.”

N.J.A.C. 19:9-1.29, Fire prohibited, is being recodified as new rule N.J.A.C. 19:9-1.13(j). Section 29 will be “Reserved.”

Subsection (c) of N.J.A.C. 19:9-1.30, Arts Center, is proposed to be amended to remove food and beverages and cameras and electronic equipment from the list of things prohibited from the venue. New paragraph 4 of subsection (c) was added to allow the Authority or the operator of the venue to prohibit other items not expressly listed in the regulations by listing those items in the terms and conditions of the admission ticket. Subsection (e), prohibiting taking or leaving a reserved seat when the house lights were out, is being deleted. New subsections (f) and (g) (formerly (g) and (h), respectively) are being amended to give the operator of the venue, in addition to the Authority, the ability to approve patron re-admittances and merchandise sales, respectively.

The title of N.J.A.C. 19:9-1.31, “Limitations on Activities in the Telegraph Hill Nature Area,” is being amended to “Limitations on Activities in the Vietnam Veterans Memorial.” Subsection (a), regarding the public’s use of the Nature Area, as well as all references to the Nature Area, is being deleted. The Nature Area is no longer maintained as such by the Authority.

N.J.A.C. 19:9-1.32, Feeding of wildlife prohibited, is being recodified as new rule N.J.A.C. 19:9-1.13(l). New N.J.A.C. 19:9-1.32, Suspension of Regulations, is proposed to allow the Authority or the New Jersey State Police to suspend these regulations in an emergency.

New N.J.A.C. 19:9-1.33, Violations and Penalties, is being proposed to clarify the proper court venues, penalties and fines for violation of these regulations. Subsections (a) and (b) are derived from N.J.S.A. 27:23-32 and N.J.S.A. 27:23-34, respectively. Subsection (e) was formerly N.J.A.C. 19:9-1.2(g), and is being recodified with amendments to make clear that double fines only apply to 65 mph and construction zones, in accordance with N.J.S.A. 39:4-98.6 and N.J.S.A. 39:4-203.5.

Subchapter 2, Purchasing and Contracting, is proposed for re Adoption with significant amendments. References to the word “invitation” for bids are being replaced by the word “request” for bids throughout. Section 1, subsection (b) limiting the application of subchapter 2 to professional services and public utility contracts, is being deleted, as the procurement of professional services contracts is subject to the other provisions of Subchapter 2 as amended, and the procurement of public utility contracts is adequately addressed in N.J.S.A. 27:23-6.1a. New N.J.A.C. 19:9-2.2(c)11 clarifies the procedure that the Authority will follow in cases where the Authority has a concern about the low bidder’s ability to perform under the contract. N.J.A.C. 19:9-2.2(d), as revised, clarifies the Authority’s procedures for ratifying procurements made without competitive sealed proposals, including sole source contracts, emergency contracts and contracts with government entities, in accordance with N.J.S.A. 27:23-6.1a. N.J.A.C. 19:9-2.3(a), regarding purchases not requiring public advertising, is being amended to require “at least three” price quotations in most circumstances. N.J.A.C. 19:9-2.4 is being amended to add federal or state grand jury indictment of a vendor to the list of reasons for which the Authority may terminate a contract.

The title of N.J.A.C. 19:9-2.5, “Purchase under or in combination with State or other agency contracts,” is proposed to be amended to “Purchase under government contracts,” and is



being revised to expand the relevant government contracts to include contracts with the federal government or any agencies or political subdivisions thereof.

The title of N.J.A.C. 19:9-2.6, “Sale of surplus personal property,” is proposed to be amended to “Sale of surplus property” to more accurately reflect the expanded scope of the section, which is being revised to address the sale of surplus real property as well as surplus personal property. New subsection (b) sets forth comprehensive rules for the sale of surplus real property by the Authority. Subsection (c), as proposed, updates and clarifies the rules for the sale of surplus personal property by the Authority. Paragraph (c)3 will allow sales via the internet. Paragraph (c)4 will allow surplus personal property to be “traded in, scrapped or sold” or donated to a not-for-profit, public or governmental entity if public bidding results in no bids or no acceptable bids.

N.J.A.C. 19:9-2.6(d) as proposed to be amended prescribes the public bid procedure to be followed for both types of property. Paragraph (d)5 will make the bidder responsible for his or her own due diligence in surplus real property sales and clarifies that property is sold “as is.” Paragraph (d)12 will require that entities bidding on surplus real property must submit an executed, Authority-approved contract of sale with their bids. Subsection (e) as proposed to be amended sets forth new general terms and conditions for the sale of surplus real and/or personal property.

N.J.A.C. 19:9-2.7(b)3.i as revised will mandate that all certified audited financial statements must (rather than “should”) have an unqualified opinion. Paragraph (b)6 will add proof of a “satisfactory workplace safety record” to the list of documents required for the prequalification of construction contract bidders.

N.J.A.C. 19:9-2.8(a) is being amended to clarify the types of contracts to which section 2.8 applies. As revised, section 2.8 will delete references to contracts above or below \$25,000, and will apply only to contracts for architectural, engineering and land surveying services that are not subject to N.J.A.C. 19:9-2.2(d)(non-competitive procurements); 2.3 (under amount requiring public advertising); or 2.5 (government contracts). Amended 2.8 will also allow adherence to procurement processes approved by state regulation or executive order.

N.J.A.C. 19:9-2.9, Licenses to cross, has been recodified with amendments as new rule N.J.A.C. 19:9-5.2. New section 2.9 will be titled “Procedure for prequalification and award of contracts for other professional and consultative services” and sets forth detailed procedures for such procurements (distinct from procurements made under Section 2.8 for architectural, engineering and land surveying services).

N.J.A.C. 19:9-2.10, License to cross fee schedule, is being recodified with amendments as new N.J.A.C. 19:9-5.3. Section 10 will be “Reserved.”

N.J.A.C. 19:9-2.11, Procedure to resolve protested applications for, and awards of, licenses to cross, is being recodified with amendments as new N.J.A.C. 19:9-5.5. Section 11 will be “Reserved.”

N.J.A.C. 19:9-2.12 is being amended to make clear that the Executive Director has the authority, but not the obligation to conduct a hearing on a protested solicitation or award. It will further clarify that such hearings may be conducted on written submissions, or through an in-person informal conference, as determined in the discretion of the Executive Director or his or her designee, as deemed necessary based upon the nature of the protest.

Subchapter 3 is proposed for readoption with minor amendments. The title of the subchapter, currently “Fees,” is to be renamed “Towing Rates” to better reflect the content of the

subchapter. New N.J.A.C. 3.1(a)3.iii clarifies when winching fees will and will not be charged. N.J.A.C. 19:9-3.4, Miscellaneous permits and fees, is being recodified with amendments at new N.J.A.C. 19:9-5.9.

Subchapter 4, Inspecting and Obtaining of Authority Records, is proposed for readoption with amendments. N.J.A.C. 19:9-4.1(b) is being amended to remove references to the use of photographic equipment by record requesters seeking more than 100 pages, as such procedure is cumbersome and inefficient for the Authority and requesters. N.J.A.C. 19:9-4.1(c) is being amended to update the procedure for obtaining New Jersey State Police accident reports, which may be accomplished through a link on the Authority's website, and to repeal N.J.A.C. 19:9-4.1(d), an outdated and unused regulation which previously permitted members of the public to request that the Authority take pictures of the Roadway.

Current N.J.A.C. 19:9-4.3, Procedures for obtaining Authority records, is being recodified with technical amendments as N.J.A.C. 19:9-4.2, currently reserved. Current N.J.A.C. 19:9-4.4 is being recodified with amendments as N.J.A.C. 19:9-4.3. These amendments include the repeal of fees charged for types of media no longer produced by the Authority (microfilm, slides, photographs taken upon request, etc.).

Significant amendments are proposed for the readoption of Subchapter 5. The title of Subchapter 5, "Administrative Practices," is being amended to "Licenses, Permits and Waivers." N.J.A.C. 19:9-5.1, Pre-employment screening, is being repealed as the provisions therein are an employment policy of the Authority, and should not be included in its regulations. Current N.J.A.C. 19:9-5.2 and 5.3 are being recodified with only technical amendments as new N.J.A.C. 19:9-5.1(a) and (b).

New N.J.A.C. 19:9-5.2 and 5.3 as proposed are recodifications with amendments of current N.J.A.C. 19:9-2.9 (Licenses to cross) and 2.10 (License to cross fee schedule). N.J.A.C. 19:9-5.2 as amended updates the application procedures for a License to Cross, and clarifies that the Authority's Chief Engineer may approve or reject such applications, subject to the approval of the Executive Director. N.J.A.C. 19:9-5.2(e) clarifies the requirement that a License to Cross application be accompanied by a Traffic Permit application, as set forth in proposed N.J.A.C. 19:9-5.4. N.J.A.C. 19:9-5.2(f) as proposed recodifies with amendments current N.J.A.C. 19:9-2.10(j), and clarifies when work on the Roadway is considered unauthorized.

N.J.A.C. 19:9-5.3, License to Cross fee schedule, amends the previous fee schedule set forth in current N.J.A.C. 19:9-2.10 as follows:

N.J.A.C. 19:9-5.3(c) provides for the Authority to charge a one-time, non-refundable License Fee upon approval of the License to Cross application. This fee is referred to as "fair rent for the use of the Roadway" in current N.J.A.C. 19:9-2.10(a).

N.J.A.C. 19:9-5.3(e) amends the Traffic Protection Fees charged under current N.J.A.C. 19:9-2.10(d) to require applicants to reimburse the Authority for its actual lane closing charges.

N.J.A.C. 19:9-5.4 is proposed to regulate Traffic Permits on the Roadway, and describes the application process for a Traffic Permit. A Traffic Permit must be issued by the Director of Operations before any person or entity may access or engage in activity within the Roadway not otherwise authorized by these rules.

N.J.A.C. 19:9-5.5, Procedures to resolve protested applications for and awards of Licenses to Cross and Traffic Permits, is a recodification with amendments of current N.J.A.C. 19:9-2.11. This section is being amended to include Traffic Permits in the protest procedures, and to clarify the protest procedures.

N.J.A.C. 19:9-5.6, Film Permits, is a recodification with amendments of current N.J.A.C. 19:9-1.22(b), (d), (e) and (f). This proposed rule makes clear that persons seeking a film permit shall apply for a Traffic Permit in accordance with N.J.A.C. 19:9-5.4, subject to the approval of the Executive Director. The provisions of current N.J.A.C. 19:9-1.22(f), regarding the granting of film permits to bona fide representatives of the news media to film emergency situations on the Roadway, are recodified at N.J.A.C. 19:9-5.6(d), with an amendment to delete the limitation that such permits may only be granted over the telephone.

N.J.A.C. 19:9-5.7, Distribution of literature, is a recodification of current N.J.A.C. 19:9-1.23, with minor amendments.

New rule N.J.A.C. 19:9-5.8 regulates the sale of Jersey Fresh products at Authority service areas, in accordance with N.J.S.A. 27:23-48.

N.J.A.C. 19:9-5.9, Miscellaneous permits, is a recodification with amendments of current N.J.A.C. 19:9-3.4, and makes clear that access to the Roadway for activities not prohibited by the rules shall be by permit.

New N.J.A.C. 19:9-5.10, Sponsorship Program, establishes a program for the sponsorship of the Authority's operational activities or other highway-related services, in return for public recognition of that sponsorship through an acknowledgement sign or plaque. This regulation is proposed in accordance with N.J.S.A. 27:23-56.

The title of Subchapter 6, currently known as "Petitions for Rules, Opportunity to be Heard upon Showing of Sufficient Public Interest in a Proposed Rulemaking [sic]", is proposed to be renamed simply "Authority Rulemaking" and that subchapter is proposed for readoption with minor amendments. N.J.A.C. 19:9-6.1 is being amended to clarify that the subchapter applies to the proposal, adoption, amendment or repeal of any rule by the Authority pursuant to

N.J.S.A. 52:14B-1, et seq., N.J.S.A. 27:23-1, et seq., and N.J.A.C. 1:30-1, et seq., in addition to rulemaking petitions. The titles of N.J.A.C. 19:9-6.2 and 6.3 are being changed to make clear that those rules apply to petitions for rulemaking. N.J.A.C. 19:9-6.5 is being amended to add a new subsection (a) which provides that the additional publicity requirements of N.J.S.A. 52:14B-4(a)(1) shall be accomplished by publication of notices of proposal on the Authority's website.

Subchapter 7, Organization of the New Jersey Turnpike Authority, is proposed for readoption with amendments to reflect the current organization of the Authority. Current N.J.A.C. 19:9-7.3, Functions of the departmental units and divisions, is being recodified with amendments as N.J.A.C. 19:9-7.2, currently reserved. New N.J.A.C. 19:9-7.2 describes the following Authority departments: Executive, Engineering, Finance and Budgets, Human Resources, Integrated Technology Services, Internal Audit, Law, Maintenance, Operations, Procurement and Materials Management, and Tolls. Current N.J.A.C. 19:9-7.4, Information, is being recodified with amendments as N.J.A.C. 19:7.3, now titled "Obtaining Information." New N.J.A.C. 19:9-7.3 makes clear that requests for public records and accident reports must be submitted as described in proposed N.J.A.C. 19:9-4.

Subchapter 8, Debarment, Suspension and Disqualification from Contracting, is proposed for readoption with minor amendments. The proposed amendments to N.J.A.C. 19:9-8.1 update the definitions of debarment, disqualification and suspension, while the proposed amendments to N.J.A.C. 19:9-8.2(a)(14) and N.J.A.C. 19:9-8.6(a)(5) add debarment or suspension by an agency, authority or commission of the United States as a basis for the debarment or suspension by a person by the Authority.

Subchapter 9, Electronic Toll Collection Monitoring System, is proposed for readoption with amendments to N.J.A.C. 19:9-9.3(a). N.J.A.C. 19:9-9.3(a) is being corrected to remove the

reference to imprisonment and to follow the statutory language of N.J.S.A. 27:23-34.2, which provides for a civil penalty not exceeding \$500 for a violation of the electronic toll collection system monitoring regulations.

Appendix A, Contractor's Classification, which sets forth the schedule of classifications of types of construction work done on the New Jersey Turnpike and Garden State Parkway, is proposed to be repealed. Adoption of a new Appendix A is proposed to update the descriptions of certain classifications to reflect more accurately the work to be performed. In addition, certain classifications were added, with descriptions, for certain types of work. Appendix B, currently reserved, is being deleted as it has not been used in several years.

## **Social Impact**

The rules proposed for readoption with amendments, repeal and new rules are designed to continue to have a positive impact on the citizens of this State, the entities dealing with the Authority and the Authority's employees. Ensuring the safe and efficient movement of vehicular traffic through the State has been the Authority's mandate since the Authority's enabling statute was enacted in 1948. The readopted, amended and new rules proposed herein will further that mandate. The public will be positively affected by the rules proposed for readoption with amendments because the Authority will be able to maintain a safe and efficient highway for travel by its patrons.

If the chapter is not readopted, the Authority would no longer have a mechanism to carry out the provisions of the Authority's enabling statute and regulate the safe and efficient use of the New Jersey Turnpike and Garden State Parkway by those who travel on it and are situated near it. In addition, the Authority would no longer have a means for the proper administration of the Authority so as to fulfill the mandate of its enabling legislation. Both of these effects would negatively impact the public.

The rules proposed for readoption with amendments, repeal and new rules will have no negative social impacts upon Authority patrons or members of the public. The proposed amended rules which increase the application fees for Licenses to Cross, and establish a fee copies of State Police Accident Reports requested other than in person will have no social impact upon either patrons of the New Jersey Turnpike and Garden State Parkway or members of the public. The only anticipated impact is economic, as described below.



## **Economic Impact**

The Authority's activities have a positive economic impact upon the economy of this State. The New Jersey Turnpike and Garden State Parkway provide a vital means to transport goods and people across the State and then to the rest of the United States, and are key to the State's economy, including its transportation and tourist industries. Many of the Authority's contractors, suppliers and consultants are based in New Jersey or employ significant numbers of New Jersey residents, providing substantial direct and indirect benefits to New Jersey's economy. In addition, the Authority contributes monies annually to the Transportation Trust Fund from toll revenues.

The Authority finances its operations, including the construction and maintenance of facilities, through bonded indebtedness, toll revenues and concession income as required by its enabling legislation. The Authority meets the financial obligations created by its bonded indebtedness primarily through the collection of tolls. Because the rules further the collection of tolls and the sound operation of the New Jersey Turnpike and the Garden State Parkway and minimize the operating costs of each to ensure the Authority complies with the requirements of the bonds, the rules proposed for readoption with amendments, repeal and new rules will have a positive economic impact by insuring the repayment of bonds which many persons rely on as a long-term investment device. The rules proposed for readoption with amendments, repeal and new rules will not adversely affect any of the Authority's funding sources.

The readoption of these rules will not pose any significant adverse economic effect on the public or other State agencies. Applicants for the permits addressed in the rules proposed for readoption with amendments and members of the public who request information will be required to pay the fees set forth.

### **Federal Standards Statement**

The rules proposed to be readopted, as well as the amendments and new rules proposed herein, do not contain any standards or requirements which exceed the standards or requirements imposed by Federal law because no Federal standards or requirements apply to the proposed amended regulations. The United States Department of Transportation regulates the shipment of hazardous materials and explosives at 49 C.F.R. 171 through 178 and 397. All applicants for approval to transport these materials on the New Jersey Turnpike or Garden State Parkway must comply in all respects with these Federal regulations, which are incorporated in N.J.A.C. 19:9.

### **Jobs Impact**

The Authority does not believe that the rules proposed for readoption with amendments, repeal and new rules will result in the creation or the loss of any jobs in the State.

### **Agriculture Industry Impact**

The rules proposed for readoption and the amendments, repeal and new rules will have a positive impact on the agriculture industry in this State. In particular, new rule N.J.A.C. 19:9-5.8, which establishes a program for the sale of agricultural or horticultural products that are licensed by the Department of Agriculture to use the “Jersey Fresh” logo, other agricultural or horticultural products grown and raised in the State, or food products that are licensed by the Department of Agriculture to be labeled as “Made with Jersey Fresh” products at service areas on the Roadway, will provide another outlet for the sale of such Jersey Fresh products to Authority patrons, providing a benefit to the New Jersey agriculture industry.

### **Regulatory Flexibility Analysis**

The rules proposed for readoption and the amendments, repeal and new rules proposed herein impose compliance requirements on small businesses, as defined by the Regulatory

Flexibility Act, N.J.S.A. 52:14B-16 et seq., that use the New Jersey Turnpike and Garden State Parkway to transport persons and goods through this State. In this regard, however, substantive rules regarding the control of traffic must be uniformly applied to all for the protection of the traveling public. The remaining rules are generally organizational and procedural in nature and must be applied uniformly to all segments of the business community. By maintaining a facility which enables the expedient transportation of goods and services into and through this State, these rules ultimately inure to the benefit of small businesses utilizing the New Jersey Turnpike and Garden State Parkway.

Those small businesses seeking permits under the rules proposed to be readopted and amended will be required to apply for these permits, and permit fees will be imposed. In addition, small businesses which make requests for information will be charged a fee for those requests. Because neither the need for the Authority to regulate activity on its right of way nor the difficulty of application or information request review are directly related to the applicant's business size, no lesser requirements or exemptions are provided for small businesses. In any event, the Authority does not believe that the compliance requirements are unduly burdensome and finds that they are consistent with the legislative mandate of the Authority, as the purposes of these requirements do not vary based upon business size.

Finally, small businesses seeking to contract with the Authority under the rules proposed to be readopted and amended and the new rule will be required to meet the requirements set forth herein, concerning submissions and qualifications, which are applied uniformly to meet the Authority's goals with respect to projects and/or patron services. In order to comply with these requirements, small businesses will likely need to retain the services of a certified public accountant. Nevertheless, the Authority does not believe that the compliance requirements are

burdensome. Furthermore, the Authority has incorporated in its evaluation criteria for proposals the extent to which the proposer contributes to the Authority's achievement of its small business enterprise objectives, which criteria is intended to minimize any adverse economic impact on small businesses. Finally, the purpose of these requirements does not vary based upon business size and, therefore, no differentiation is provided.

### **Smart Growth Impact**

The rules proposed for readoption with amendments, repeal and new rules will have no impact on the achievement of smart growth and implementation of the State Development and Redevelopment Plan.

### **Housing Affordability Impact**

The rules proposed for readoption with amendments, repeal and new rules will have an insignificant impact on affordable housing in New Jersey and it is highly unlikely that the rules would evoke a change in the average costs associated with housing because the rules proposed for readoption with amendments only concern control of traffic on the New Jersey Turnpike and Garden State Parkway and organizational and procedural functions of the Authority and not housing.

### **Smart Growth Development Impact**

The rules proposed for readoption with amendments, repeal and new rules will have an insignificant impact on smart growth and it is highly unlikely that the rules would evoke a change in housing production in Planning Areas 1 or 2 or within designated centers under the State Development and Redevelopment Plan because the rules proposed for readoption with amendments concern control of traffic on the New Jersey Turnpike and Garden State Parkway and organizational and procedural functions of the Authority, and not housing.

Full text of the proposal follows (additions indicated in boldface **thus**; deletions indicated in brackets [thus]):

SUBCHAPTER 1. TRAFFIC CONTROL **AND USE OF** [ON] NEW JERSEY TURNPIKE  
**AUTHORITY PROPERTY**

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.]

...

"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 **in** [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 **Commissioners** [members] of the Authority and their designees.

"Authority's Standard Specifications" means the [6<sup>th</sup>] **7th** Edition [2004] **2016** New Jersey Turnpike Authority's Standard Specifications, as may be updated from time to time.

...

**"Board" means the Board of Commissioners of the Authority, composed of**

members (as described in N.J.S.A. 27:23-1 et seq. and hereinafter referred to as “Commissioners”) whose numbers, qualifications, appointments and terms of office are as provided for by N.J.S.A. 27:23-3.

**“Bus” means any motor vehicle designed for transporting 10 or more passengers and shall include any vehicle registered as an omnibus, school bus or school vehicle with the New Jersey Motor Vehicle Commission or similar agency from another state, provided that such vehicle is designed for transporting 10 or more passengers.**

["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].

**“Commissioner” means a member of the Board of the Authority.**

...

**“Day” means a business day; that is, any day other than Saturday, Sunday or a State holiday, unless otherwise specified.**

...

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

...

["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.]

...

"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 **motorized** scooters[, minibikes] and **motorized** bicycles **as defined in N.J.S.A. 39:1-1**, and any other vehicle not **eligible to be** 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.

...

"Official traffic control devices" means only those **electronic or static** signs, signals, markings and **elements** [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, **State Police** 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.

...

"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].

...

["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.]

...

"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, **State Police** 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.

...

"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;

B-2 - 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] **Holmdel, New Jersey**.

#### 19:9-1.2 Speed limits

##### (a) **Speed limits on the Turnpike**

**1.** Vehicles shall not be operated at a speed in excess of 65 miles per hour on the Turnpike:

[1]i. Between milepost [1.2]**0.0** and milepost 97.2;

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

[3]iii. On the Pearl Harbor Memorial Turnpike Extension westbound between the Turnpike mainline at milepost P-5.8 and milepost [P-3.7]**P-1.5**.

[(b)]**2.** 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)]**3.** 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)]**4.** Vehicles shall not be operated on the Pearl Harbor Memorial Turnpike Extension westbound between mileposts P-[3.7]**1.5** 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)]**5.** Except as specified in [(a)]**1.** through [(d)]**4.** 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)](b) Speed Limits on the Parkway.** 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]**1.** Forty-five miles per hour between milepost 27.0 to milepost 29.0, approaching and traversing the Great Egg Harbor Bridge;

[3]**2.** Fifty-five miles per hour between milepost [79.8] **80.6** to milepost [100.0] **85.2**;

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

[5]**4.** Fifty-five miles per hour between milepost 123.5 to milepost 163.3, except as provided by (f)[4]**3** 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)](c) 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)](d) 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)](e) 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)](f) 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 **Authority** facilities off the main [r]Roadway [of the Parkway] shall be 25 miles per hour.

**(g) Unless otherwise posted, vehicles shall not be operated at a speed in excess of 15 miles per hour while entering or exiting exact change lanes, or transiting dedicated E-ZPass toll lanes located in toll plaza reduced speed zones. This speed limitation shall not apply to express E-ZPass lanes.**

19:9-1.3 Traffic control (No change)

19:9-1.4 Uniform direction of traffic (No change)

19:9-1.5 "U" turns prohibited

(a)-(c) (No change)

(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 **or the New Jersey State Police.**

19:9-1.6 Parking, standing or stopping on Roadway prohibited, except in case of emergency (No change)

19:9-1.7 Use of medial strip prohibited (No change)

19:9-1.8 Load limit of structures (No change)

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. – 2. (No change)

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)] **as directed by the Authority or the New Jersey State Police;**

4. – 22. (No change)

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]**Buses** exceeding 45 feet in length, excluding bumpers, and articulated [omnibuses]**buses** exceeding 61 feet in length, excluding bumpers[.];

**25. Vehicles operated with a tandem trailer combination, commonly known as a "double bottom," if one or more of the individual trailers exceeds 28 feet six inches in length; and**

**26. Vehicles, or combination of vehicles, including any load thereon, exceeding the following maximum dimensions:**

- 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 Roadway;**
- iv. **Gross weight: 80,000 pounds;**
  - (1) **Single axle: 22,400 pounds;**
  - (2) **Tandem axle: 34,000 pounds;**
  - (3) **Tri-axle: 56,400 pounds.**

**27. 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.**

(b) Use of the Parkway and entry thereon by the following[, unless otherwise authorized by the Authority,] is prohibited **north of Interchange 105:**

- 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.] **Commercial vehicles with a G.V.W.R. in excess of 10,000 pounds,** [W]with the exception of vehicles holding a special permit, [only] New Jersey State Police vehicles, **buses**, 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]

2. **Notwithstanding the above limitation,** all vehicles in excess of 10,000 pounds are allowed on **the KT Ramp [7]** in Woodbridge Township, Middlesex County

for purposes of accessing the Turnpike **from northbound Route 9**.

(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)](d) 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] **passenger vehicles without an attached trailer or semitrailer and** 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]**G.V.W.R. or having an attached trailer or semitrailer** 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, **or in any lane designated as "Cars Only,"** 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 change)

19:9-1.11 Loose cargo; discharges (No change)

19:9-1.12 Damaging **or defacing** of the Roadway

(a)-(b) (No change)

[(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)c] 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)d] 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]e) 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]f) 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 p] **Prohibited Conduct**

(a) (No change)

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

(c)-(d) (No change)

(e) **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. Except as otherwise provided by N.J.A.C. 19:9-5.9, 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.**

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

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

1. **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.**

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

(i) **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.**

(j) **The igniting of fires for any purpose whatsoever is prohibited on the Roadway.**

(k) **No person shall urinate or defecate on the Roadway, except in such places as may be provided for such use.**

(l) **No person shall dress or undress on the Roadway in public view.**

(m) **No person shall feed any unconfined wildlife on the Roadway.**

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

(a)-(d) (No change)

(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 **or other office as may be designated by the Authority**. 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)-(e) (No change)

(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. (No change)

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] **the following:**

i. **Certificates of insurance, indicating the New Jersey Turnpike Authority, its officers, agents and employees, as an additional insured under the policies, in types and limits deemed by the Authority to be acceptable;**

ii. **An indemnification and hold harmless agreement in a form provided by or acceptable to the General Counsel signed by the operator, owner or lessee of the vehicle, the manufacturer's response team, or the emergency response contractor, as applicable; and**

iii. [s]Such other information as may be required by the Director of Operations **or the General Counsel.**

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 **of the vehicle from which the discharge occurred** shall arrange and pay for

emergency response services to be performed by **any** [such] **emergency response contractor approved under the requirements of (f)2 above**. 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 **an emergency response contractor** [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. **Procurement of emergency response contractors by the Authority to provide services under this section shall be performed in accordance with the requirements of N.J.A.C. 19:9-2, and the Authority shall make available to any operator, owner or lessee so requesting a list of such emergency response contractors, which shall be deemed approved under the requirements of (f)2 above.** The cost of services pursuant to this paragraph shall be based on the most recent agreement between the Authority and the [third party] **emergency response contractor**, 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 **application** [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 change)

19:9-1.17 Operation of vehicles on Authority projects; care required (No change)

19:9-1.18 Noise limits (No change)

19:9-1.19 Tolls; payment required

(a) (No change)

(b) Tolls shall be paid [by] **with United States** currency **in a staffed toll lane, or United States coin in an “Exact Change” lane, at the time of vehicle operation on the Roadway, or by means of an electronic toll collection system in a lane designated for E-ZPass. The Authority may in its discretion limit any toll lane or interchange on the Roadway to allow for payment of tolls only by means of an electronic toll collection system.**

(c) (No change)

(d) It is hereby declared to be unlawful, and contrary to the toll collection monitoring system rules in N.J.A.C. 19:9-9, 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 **in coin** to pay the applicable toll in accordance with the current toll schedule.

(e) (No change)

(f) [Any person who operates, and any owner who permits to be operated, a vehicle in the "Exact Change" toll lane of the Roadway, where no toll collector is otherwise on duty at the entrance or exit ramp, and does not have the exact amount to pay the applicable toll in accordance with the current toll schedule must proceed as directed by an official traffic control device. The collection of the appropriate toll due and the assessment of an administrative fee shall be processed in accordance with the toll collection monitoring system rules in N.J.A.C. 19:9-9.]

**It is hereby declared to be unlawful, and contrary to the toll collection monitoring system rules in N.J.A.C. 19:9-9, for any person to operate, or owner to permit to be operated, a vehicle in an "E-ZPass Only" toll lane of the Roadway unless the vehicle contains a functioning and registered electronic toll collection device compatible with the electronic toll collection system employed or utilized by the Authority.**

(g) **It is hereby declared to be unlawful, and contrary to the toll collection monitoring system rules in N.J.A.C. 19:9-9, for any person to operate, or owner to permit to be operated, a vehicle in a staffed toll lane of the Roadway unless the person has sufficient funds in the vehicle to pay the applicable toll in accordance with the current toll schedule, or unless the vehicle contains a functioning and registered electronic toll collection device compatible with the electronic toll collection system employed or utilized by the Authority.**

(h) **On the Turnpike, any person who does not present a valid toll ticket upon**

**exit, or whose electronic toll collection device is not read at both entry and exit, may be charged up to the maximum toll for the vehicle's class at the applicable exit interchange. It is hereby declared to be unlawful, and contrary to the toll collection monitoring system rules in N.J.A.C. 19:9-9, if such occurrence is a result of patron misuse or improper installation of the electronic toll collective device in the vehicle.**

19:9-1.20 Records (No change)

19:9-1.21 Other regulations (No change)

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 **for any reason without a permit issued by the Authority in accordance with N.J.A.C. 19:9-5.6. Notwithstanding the foregoing, filming for solely personal use is allowed without a permit in those areas of the Roadway in which parking, stopping or standing is otherwise permitted.** [, 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 **(Reserved)** [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

(l) 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 **electric or** 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.-2. (No change)

(b)-(d) (No change)

19:9-1.25 Civil defense regulations (No change)

19:9-1.26 **(Reserved)** [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 **(Reserved)** [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 **(Reserved)** [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 **(Reserved)** [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)-(b) (No change)

(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]3. Firearms, knives and other weaponry; **or**
- 4. Any other prohibited items as set forth in the terms and conditions of any admission ticket issued by the Authority or the entity operating the Amphitheater on behalf of the Authority.**

(d) (No change)

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

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

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

[(h)](g) No person shall sell any merchandise of any description or kind on Arts Center property without express permission of the Authority **or the operator of the Amphitheater.** 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]**Vietnam Veterans**

**Memorial**

(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)](b) 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)](c) 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.]

**Suspension of Regulations**

**In any circumstances deemed by the Authority to be an emergency, any or all of the**

**regulations set forth in this subchapter may be suspended by order of the Authority or of the New Jersey State Police.**

### **19:9-1.33 Violations and Penalties**

**(a) If the violation of any of these regulations would have been a violation of law or ordinance if committed on any public road, street, or highway in the municipality in which such violation occurred, it shall be tried and punished in the same manner as if it had been committed in such municipality.**

**(b) Except as set forth in subsection (a) above and N.J.A.C. 19:9-9.3(a), any violation of these regulations shall be punishable by a fine not exceeding \$500.00 or by imprisonment not exceeding thirty days or by both such fine and imprisonment. While imposing any penalty under the provisions of this subchapter, the court having jurisdiction shall be guided by the appropriate provisions of any statute adopted at the current session of the Legislature, or hereafter, fixing uniform penalties for violation of certain provisions of the motor vehicle and traffic laws contained in Title 39 of the Revised Statutes.**

**(c) The penalty for a person determined to be in violation of any weight restriction set forth in N.J.A.C. 19:9-1.9(a)(26)(iv) shall be calculated as set forth in N.J.S.A. 39:3-84.3(j).**

**(d) A person determined to be in violation of the speed limits set forth in N.J.A.C. 19:9-1.2 or to have committed another motor vehicle offense, when committed in an area of highway construction or repair, or when committed in a designated safe corridor, shall be subject to the fine in double the amount specified by law, in accordance with N.J.S.A. 39:4-203.5 and 27:23-29.**

**(e) A person determined to be in violation of any speed limit designated as 65 miles per hour in N.J.A.C. 19:9-1.2 shall be subject to the fine in double the amount specified by law, in accordance with N.J.S.A. 39:4-98.6 and 27:23-29.**

## SUBCHAPTER 2. PURCHASING AND CONTRACTING

### 19:9-2.1 General provisions

(a) (No change)

(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]c) 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]**at least one** 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] **www.nj.gov/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 **or electronic** bids shall be publicly opened.

2. (No change)

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) (No change)

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

1.-2. (No change)

3. Bids shall be opened publicly at the time and place designated in the [Invitation]**Request** 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]**Request** 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. (No change)

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]**Request** 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] a **Request** for Bids or Advertisement for Proposals may be issued requesting the submission of unpriced proposals to be followed by [an Invitation] a **Request** 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] **Procurement and Materials Management** 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] **General Counsel**, and in such amount as deemed necessary by the Director of [Purchasing] **Procurement and Materials Management** 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] **General Counsel**, and in such amount as deemed necessary by the Director of [Purchasing] **Procurement and Materials Management** 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. (No change)

**11. If the Authority has any concerns whether the lowest responsive and responsible bidder can perform under the contract in accordance with the price bid, the Director of Procurement and Materials Management or the Chief Engineer, or**



**his or her designee, may require that the lowest responsive and responsible bidder, prior to the contract award, confirm that the price bid is accurate and conforms to the specifications as advertised, confirm that performance will be timely, and provide any documentation or demonstration deemed necessary to satisfy any of the Authority's concerns.**

(d) [Rules concerning dispensing with public bid procedure:

1.]

A [contract may be awarded for a] supply, service, or product **may be procured** without competitive sealed proposals:

1. [w]When the Authority, upon written recommendation of the Chief Engineer or the Director of [Purchasing] **Procurement and Materials Management**, determines and acts by appropriate resolution that there is only one source ("**sole 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[.]. **In that case**, the Authority may, by appropriate resolution, acting on the written recommendation of the Chief Engineer or Director of [Purchasing] **Procurement and Materials Management, declare the exigency or emergency to exist and** waive the requirement of public bidding provided that such emergency requirements shall be made with such competition as is practicable under the circumstances. **The Authority shall set forth in such resolution ratifying the award the nature of the exigency or emergency and the approximate amount to be expended.**

3. (No change)

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 **at least three** vendors [to the extent determined appropriate] **unless such solicitation is deemed inappropriate** by the Chief Engineer or the Director of [Purchasing]**Procurement and Materials Management**.

(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]**Procurement and Materials Management** (in consultation with the [Director of Law]**General Counsel**).

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, **or the vendor, or an owner of more than ten percent (10%) of the vendor, is indicted by a federal or state grand jury**. 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] **government** 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 **(i) the State of New Jersey [or], other State or multi-state authorities or agencies or political subdivisions of the State of New Jersey (“state contracts”)** or **(ii) the United States, or any agencies or political subdivisions of the United States (“federal contracts”)**. [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, **or the United States, or any agencies or**

**political subdivisions of the United States.**

(c) In either event, the Chief Engineer or the Director of [Purchasing]**Procurement and Materials Management** 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] **the applicable state or federal** 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, **and certain services**. If that price is lower than the price **under the applicable state or federal contract** [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 **the price under the applicable state or federal contract** [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 **such state or federal** 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] **and real property owned by the Authority 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.** No such sale shall be made except in accordance with this section.

(b) **Surplus Real Property** [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.]

**1. From time to time, or in response to a request, the Law Department, in consultation with other Authority departments, may undertake a review of real property owned by the Authority in order to make an initial determination whether such real property may no longer be necessary for the operations of the Authority and may therefore potentially be classified as surplus real property. In making such a determination, one or more of the following factors may be considered:**

**i. The date when, and the circumstances under which, the property ceased to be useful for the purpose for which it was initially acquired by the Authority;**

**ii. The present use and the possible prospective use(s);**

**iii. Whether the terms of acquisition of the property included any impediments to its sale, such as easements, licenses to cross or other encumbrances; and**

**iv. The property's estimated market value.**

**2. Upon such an initial determination that real property may be classified as surplus, the General Counsel or his or her designee shall request certifications from the following persons stating that the real property, to the best of their knowledge, may properly be categorized as surplus property and is no longer**

**needed by the Authority and is surplus to its needs: (a) the Authority's Director of Maintenance; (b) the Authority's Director of Operations; (c) the Authority's Chief Engineer; (d) the Authority's General Engineering Consultant; and (e) the Authority's Chief Information Officer. If appropriate, the above persons shall so certify as requested by the Law Department. In the alternative, if the property may not be properly categorized as surplus, the above persons shall so indicate and advise the Law Department that the property shall not be declared surplus.**

**3. No real property may be sold or otherwise disposed of by the Authority without issuance of all of the certifications set forth in subsection (c)(2) above, and a determination by the Authority that the real property is surplus to its needs.**

**4. An appraisal or administrative determination of value, as deemed appropriate by the General Counsel or his or her designee, shall be obtained by the Authority in order to determine the fair market value of the surplus real property.**

**5. Surplus real property shall be disposed of only after public advertisement for competitive bids in accordance with Subsection (e), except for those dispositions set forth in (i) through (vii) below, which shall be exempt from the public bidding requirement:**

**i. Disposition to a public or governmental entity, including, but not limited to any political subdivision, agency, department, commission, board, authority, or body corporate and politic of the State of New Jersey, any county or municipality of the State of New Jersey, any public entity or authority of the United States or any department or agency thereof, or any**

**public utility, as defined by N.J.S.A. 48:2-13a;**

**ii. Disposition of surplus real property, or any interest therein, having a fair market value of \$50,000 or less;**

**iii. Disposition to a not-for-profit entity organized under Title 15A of the New Jersey Statutes that will maintain the surplus real property solely for public purposes;**

**iv. Disposition of surplus real property that, at the discretion of the Authority, has been determined to be landlocked (i.e., lacking access to a public road), undersized (and therefore not developable pursuant to applicable laws or ordinances), or severely impaired;**

**v. Disposition to an adjacent property owner, provided that the surplus real property being sold is less than the minimum size required for development under the municipal zoning ordinance and is without any capital improvement thereon, except that when there is more than one interested owner of real property contiguous thereto, the surplus real property shall be sold to the highest bidder from among such owners, with the requirement that the highest bidder is required to purchase the entire surplus parcel.**

**vi. Disposition to effect a swap of the surplus real property for other property that the Authority wishes to acquire in furtherance of a highway project;**

**vii. When the Executive Director determines that the character or condition of the real property or unusual circumstances make it impractical**

**to advertise publicly for competitive bids.**

**6. Prior to disposition of surplus real property that does not fall under one of the exceptions enumerated in Subsections (c)5(ii) through (vii), the Authority shall contact the appropriate public and governmental entities, as set forth in Subsection (c)5(i), that may have a reasonable interest in the surplus real property to inquire whether such entities wish to purchase such property. The Authority shall allow such entities a reasonable time, not less than fourteen days, to respond before publicly advertising the real property for bids. If more than one public or governmental entity makes an offer to purchase the surplus real property, the Authority shall accept the offer that best serves the interest of the Authority and the public interest.**

**7. If, after advertising and public bidding of surplus real property in accordance with Subsection (e), bid prices for surplus real property are not deemed reasonable or acceptable to the Authority or no bids are received, the Authority may negotiate the sale of such Surplus Real Property with any interested purchaser, or may list the Surplus Real Property for sale with a real estate broker, with the understanding that approval of the sale by the Authority must be obtained prior to closing.**

**(c) Surplus Personal Property**

**1. In response to a request from a department or through periodic reviews of personal property undertaken by the Procurement and Materials Management Department, in consultation with other Authority departments, certain personal property may no longer be necessary for the operations of the**



**Authority and therefore will be classified as surplus personal property.**

**2. No personal property may be sold or otherwise disposed of by the Authority without a determination by the Executive Director, as recommended by the Director of Procurement and Materials Management, that such personal property is surplus to the Authority's needs.**

**3. All sales of surplus personal property[, ] where the aggregate anticipated proceeds exceed \$ 2,500[, ] shall be made only after public advertisement for competitive bids in accordance with the procedures set forth in Subsection (e), unless one of the following circumstances is met:**

**i. The surplus personal property is sold with the assistance of the State of New Jersey, Department of the Treasury, using the procedures set forth for the disposal of surplus personal property owned by the State of New Jersey.**

**ii. The surplus personal property is sold using a website that, in the determination of the Director of Procurement and Materials Management, will allow the Authority to reach the widest audience and obtain the most favorable price for the surplus personal property.**

**iii. [t]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)]

**4. If, after advertising and public bidding of the surplus personal property, or if, after an attempt at sale of the surplus personal property under subsection (d)(3), bid prices are not deemed reasonable or acceptable to the Authority or no bids are received, the surplus personal property may be traded in, scrapped or sold to any interested purchaser, including sale through an agent or liquidator who specializes in such sales, or may be donated by the Authority to a not-for-profit, public or governmental entity.**

**(d) Public Bid Procedures for Sales of Surplus Real Property and Surplus Personal Property**

**1.** 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, the State of New Jersey'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]**property** being sold prior to the date upon which the bids are to be received and opened.

**2.** All advertisements must contain:

[1]**i.** A brief description of the [type of supplies, materials]**surplus real** or [equipment]**personal property** to be sold;

[2]**ii.** Notice of the place **or electronic location** where quotation forms, terms and conditions may be obtained **together with a provision that the Executive Director may reject any or all bids** [and];

[3]iii. The place, date and time when the [sealed] bids shall be publicly opened; **and**

**iv. A minimum bid price.**

[(e)]3. In addition to advertising, when required, bids [shall] **may** 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)]4. In the event that amendment of any pertinent information supplied prospective bidders becomes necessary, a written addendum shall be [given to all prospective bidders] **publicized on the Authority's website** at least [three] **five (5)** [business] days prior to the public opening of the bids.

**5. In the case of surplus real property offered for bid, a prospective bidder shall be responsible for conducting its own due diligence to determine the condition of the property. The Authority shall make available any back title reports in its possession with respect to the property at the time, place and location set forth in the bid advertisement, but without any representation by the Authority as to their accuracy or completeness, it being understood that the surplus real property is being sold "as is, where is, and with all faults," without any representation, warranty or assurances of any kind.**

**6. In the case of surplus personal property, prospective bidders may be invited to inspect all items available for sale at a designated Authority site(s).**

[(g)]7. All bids shall:

[1]i. Be properly submitted on the [Invitation] **Request** for Bid Form;

paper bids shall be properly signed and executed, and electronic bids shall be certified; and

[2]ii. Be submitted on or before the time fixed for the public opening in accordance with the bid specifications.

[(h)]8. Any bids received after the bidding has been closed shall not be opened.

[(i)]9. The Director of [Technology and Administrative Services] **Procurement and Materials Management** 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)]10. The Director of [Technology and Administrative Services] **Procurement and Materials Management** 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)]11. 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 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]

**12. Bids shall be accompanied by a deposit equaling ten percent (10%) of the total submitted price. Such bid 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.**

**13. Bidders for surplus real property shall submit with their bids an executed contract in the form approved by the Authority offering to purchase the surplus real property for the bid price pursuant to the terms set forth in the contract.**

[(p)]**14.** 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]15. Any correction of an entry made on the [Invitation to] **Request for Bid** Form or Quotation Form [are] **is** to be initialed by the party signing the bid.

[2]16. Bidders may withdraw bids, or withdraw and resubmit bids, at any time prior to the scheduled time of the public opening. **A duly authorized representative of the bidding firm must sign for the withdrawal of bids submitted as paper bids.** Paper bids so withdrawn shall be returned to the bidders unopened. **Electronic bids may be withdrawn pursuant to the electronic bidding procedures set forth by the Authority. 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.**

[3]17. 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.]

**(e) The following general terms and conditions apply to the sale of surplus real property and surplus personal property:**

**1. 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. The sale of surplus real property to the highest acceptable bidder shall not be confirmed without the approval of the Board.**

**2. When in the best interest of the Authority, one or more items of surplus personal property or parcels of surplus real property may be withdrawn from the offer to sell. Such action is to be accomplished by memorandum of the Director of Procurement and Materials Management and approved by the Executive Director.**

**3. Pursuant to N.J.S.A. 52:13D-19, no Authority officer or employee, either him or herself, or by his or her partners or through any corporation which he or she controls or in which he or she owns or controls more than 1% of the stock, or by any other person for the officer or employee's use or benefit or on the officer or employee's account, may bid on or otherwise purchase any surplus real property or surplus personal property of the Authority without prior written approval of the State Ethics Commission.**

**4. For surplus personal property, the balance of the bid price is due within 15 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 cashier's**

check, executed money order or such other lawful method of payment as may be approved by the Director of Procurement and Materials Management. Failure to pay such balance or to pick up the awarded property within the 15-day period shall entitle the Authority to retain the bid deposit as liquidated damages and not as a penalty, as the amount of damages to the Authority resulting from such breach would be difficult, if not impossible, to determine and retention of the deposit would be justified. Under such circumstances, with the approval of the Executive Director, or his or her designee, the Director of Procurement and Materials Management may sell the property to the next highest bidder, or otherwise dispose of the property in accordance with this section. This action is to be accomplished by a memorandum of the Director of Procurement and Materials Management, approved by the Executive Director or his or her designee, with copies to the Law and Finance Departments.

5. For surplus real property, the balance of the bid price shall be paid by the successful bidder by cashier's check, executed money order or such other method of payment as may be approved by the Executive Director or his or her designee within the time set forth in the contract. Installment sales are not permitted. Title to the surplus real property shall be transferred to the purchaser when full and final payment of the approved bid price is made, or as otherwise agreed in writing between the purchaser and the Authority. The contract of sale shall require that the purchaser's failure to pay the balance of the purchase price as specified by the Authority or failure to take title or abide by any other term or condition of the contract shall result in a cancellation of the sale and a forfeiture of



**the bid deposit to the Authority, as liquidated damages and not as a penalty, as the amount of damages to the Authority resulting from such breach would be difficult, if not impossible, to determine and retention of the deposit would be justified. Upon such cancellation, the Authority may accept the bid of the next highest qualified bidder or, if none exists, otherwise dispose of the surplus real property in accordance with this section.**

[4]6. Unless specifically stated otherwise in the solicitation, the property upon which bids are invited is for sale only "as is["and], [{"where is, **and with all faults**" and the Authority makes no representation, express or implied, as to the condition of said property. The **surplus personal property** items sold are to be removed at the buyer's expense.

[5]7. 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]8. Qualified bids or any portion thereof may be summarily rejected in writing by the Director of [Technology and Administrative Services] **Procurement and Materials Management to the Executive Director**, with copies thereof directed to the [Director of ]Law and [the Comptroller]**Finance Departments**, where such qualification adversely affects the Authority's best interest.

[(s)]9. 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) (No change)

(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.-2. (No change)

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] **shall** 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.-iv. (No change)

4. (No change)

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. **A satisfactory workplace safety record, including, but not limited to, records of the prospective bidder's experience modification rating for the previous**

**three years, and any other workplace safety records or information requested by the Chief Engineer; and**

7. When submitting a proposal, prequalified bidders [may] **need** not submit another Qualifying Statement but shall instead submit a prequalification recapitulation in such form as may be prescribed by the [Authority] **Chief Engineer**.

(c)-(f) (No change)

(g) Bidders on all other contracts not requiring prequalification shall, however, comply with the provisions of (b)3, 4, [and] 5, **and 6** 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] **that are not subject to N.J.A.C. 19:9-2.2(d), 2.3 or 2.5**. The Authority may choose to apply this section to contracts below [\$ 25,000] **the public bidding threshold as set forth in N.J.S.A. 27:23-6.1b** 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, **regulation, or executive order**[;], 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.

...

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

...

"Professional architectural, engineering and land surveying services" means those services, including, but not limited to, planning, **design**, 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.]

...

**“Technical 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.**

- (c) Professional services prequalification requirements shall be as follows:
- 1.-2. (No change)
  3. Each firm shall identify on the PSPQ [form] each type of work for which

the firm desires prequalification. All PSPQs [forms] shall contain the following information:

i.-iv. (No change)

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]on the [time of advertisement]**date** of the EOI **submittal** 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. A[n advertisement] **Request** for EOIs (**“RFEOI”**) shall be [placed]**advertised** 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]**www.nj.gov/turnpike**, or through other electronic means. Such advertisements shall be [placed]**published** not less than seven **calendar** days preceding the date upon which the EOIs are to be received. The [EOI solicitation]**RFEOI** 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]**RFEOI**, the number of firms that the Authority intends to engage shall be identified in the [advertisement/ solicitation of EOIs]**RFEOI**.

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 **RFEOI** for the general consultant contract. Firms that meet such criteria shall be sent an **RFEOI**.

(e) Evaluation of EOIs shall be as follows:

1.-2. (No change)

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 **Technical** 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 **Technical** Review Committee for review as set forth in (e)4 below.

4. The EOIs shall be ranked by the **Technical** 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]**RFEOI**. In ranking the EOIs, the **Technical** Review Committee [will]**may** consider criteria contained in the [advertisement for the EOI]**RFEOI**, [which may include] **including, but not limited to:**

i.-ix. (No change)

5. For simple projects, once the [review committee]**Technical 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]**Director**, 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]**selection process** 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 **Technical** 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]**RFEOI**. If the **Technical** 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]**RFEOI**, the Authority shall reduce the number of firms it is seeking to engage through the EOI, and/or re-[solicit]**issue** the **RFEOI** in whole or in part. The **Technical** Review Committee shall negotiate [a contract] with firms in the same manner as [other projects]**described in (g) below**.

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

1. (No change)

2. The **Technical** Review Committee shall evaluate the technical proposals submitted to the Authority. The **Technical** 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 **Technical** Review Committee [shall normally]**may** 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 **Technical** 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 **Technical** Review Committee.

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

1. For all projects, upon reviewing the **Technical** Review Committee's recommendation, the Director or the Executive Director shall either concur with the selections or direct the [team]**Technical Review Committee** 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 **Technical** Review Committee. The Executive Director may add one or more persons to the **Technical** Review Committee to assist in the negotiation process. Using [the]**all fee proposals and the engineer's estimate** as a guideline, the **Technical** Review Committee shall negotiate a fair and reasonable fee with the highest **technically** 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 **Technical** Review Committee is unable to negotiate a fair and reasonable fee with the highest **technically** ranked firm, it shall formally terminate negotiations and undertake negotiations with the second highest **technically** ranked firm. Failing accord with the second highest technically ranked firm, the



**Technical** Review Committee shall formally terminate negotiations and undertake negotiations with the third highest **technically** ranked firm. If the **Technical** Review Committee is unable to negotiate successfully with any of the three highest **technically** 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 **Technical** Review Committee to re-solicit the contract. Once a final fee is agreed upon, the **Technical** Review Committee shall make its recommendation to the Director.

3. The **Technical** Review Committee **in consultation with the Director** 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 **Technical** Review Committee's report [and the Director's comments] to the Executive Director.

[5]4. If the Executive Director concurs with the recommendation, the Executive Director shall recommend to the [members of the Authority] **Board**, in writing, that the firm be issued an Order for Professional Service[, attaching a copy of the **Technical** Review Committee's report and the comments of the Director].

[6]5. If the Executive Director is not satisfied with the recommendation, he or

she may:

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

**Procedure for prequalification and award of contracts for other professional and consultative services**

(a) This section shall apply to contracts for professional and consultative services that are not subject to N.J.A.C. 19:9-2.2(d), 2.3, 2.5, or 2.8. 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 law, regulation or executive order, or if an emergency has been declared by the Executive Director.

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

“Director” means the Director of Procurement and Materials Management, or his or her designee, or such other designee as approved by the Executive Director.

“Firm” means any individual, firm, partnership, corporation, association, joint venture or other legal entity permitted by law to provide professional or consultative services in this State.

“Evaluation Committee” means the committee assigned to review proposals or qualifications for professional or consultative services, as designated by the Director and approved by the Executive Director, which shall include at least three persons who are sufficiently qualified to evaluate the strengths and weaknesses of the submissions. No voting or non-voting member of the Evaluation Committee shall have a personal interest, financial or familial in any of the firms, or the principals thereof, to be reviewed.

(c) In the event the Authority determines that it is necessary or advisable to retain professional or consultative services, advertisement for proposals or qualifications shall be placed in an appropriate newspaper or journal having a large circulation in the

State, and any appropriate professional periodicals, and/or advertised on the Authority's website, [www.nj.gov/turnpike](http://www.nj.gov/turnpike), or through other electronic means. Such advertisements shall be published not less than seven calendar days preceding the date upon which the proposals or qualifications are to be received and opened. The advertisement shall refer interested proposers to the Request for Proposals or Request for Qualifications ("RFP/RFQ") which may be downloaded from the Authority's website at [www.nj.gov/turnpike](http://www.nj.gov/turnpike), or requested in writing from the Director by mail or electronic means.

(d) Upon receipt of proposals or qualifications, the Evaluation Committee shall review and evaluate the proposals or qualifications,

(e) Evaluation of proposals or qualifications received shall be as follows:

1. The proposals or qualifications shall be ranked by the Evaluation 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 contract-by-contract basis. In ranking proposals or qualifications, the Evaluation Committee may consider criteria including, but not limited to:

- i. The background, qualifications, skills and experience of the firm and its staff;
- ii. The firm's degree of expertise concerning the area at issue;
- iii. Key personnel's qualifications and relevant experience;
- iv. The rate or fee to be charged by the firm, unless set by the Authority in the RFP/RFQ;
- v. The firm's familiarity with the work, requirements and

**systems of the Authority;**

**vi. The firm's proposed approach to the issues raised in the project description or qualifications;**

**vii. The firm's capacity to meet the requirements of the project at issue;**

**viii. The firm's references;**

**ix. Geographical location of the firm's offices;**

**x. Attainment of Small Business Enterprise goals; and**

**xi. Any other factors specified in the RFP/RFQ.**

**2. The Evaluation Committee may require an interview and/or presentation by the firm(s) with the highest ranked proposals or qualifications and, subsequent to the interview and/or presentation, may invite those firm(s) to submit best and final offers ("BAFOs") to the Authority by a date certain. Following the interview(s)/ presentation(s) and/or BAFOs, the Evaluation Committee shall revisit its ranking of the firms and re-score as appropriate, using the same evaluation criteria and weighted ranking factors are the original ranking process. Thereafter, the Director, with the assistance of the Evaluation Committee, may negotiate the terms of a final contract with the highest ranked firm(s).**

**(f) Final selection shall be as follows:**

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

**2. If the Executive Director concurs with the recommendation, the**

**Executive Director shall recommend to the Board, in writing, that the firm be awarded a contract.**

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

**i. Instruct the Evaluation Committee to submit further support for its recommendation;**

**ii. Direct a re-negotiation of the fee; or**

**iii. Instruct the Director to re-solicit the contract.**

**(g) This section shall not apply where a firm has brought an innovative idea to the Authority, a request for proposals cannot be constructed without communicating the new idea, and the procurement would not benefit from a competitive selection process. In that case, the Authority may, by appropriate resolution, acting on the written recommendation of the Director or Executive Director, waive the requirements of this section.**

**(h) The procedures identified in this section may be used, in the discretion of the Authority, to create a prequalified group or “pool” of firms to perform professional services in connection with bond sales, related financial instruments and litigation matters.**

**19:9-2.10 (Reserved)** [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 **(Reserved)** [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]**proposer** 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, **but not the obligation**, 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. **Any such hearing may be conducted on written submissions, or through an in-person informal conference, as determined in the discretion of the Executive Director or his or her designee, as deemed necessary based upon the nature of the protest.** [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 **or his or her designee** 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) (No change)

(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 **or his or her designee**, after consultation with the Director of [Purchasing]**Procurement and Materials Management** 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]**the effective date of this rule** 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]**Procurement and Materials Management** 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]**Procurement and Materials Management**, 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]**Procurement and Materials Management** may establish different specific criteria for prequalification of service providers on the Turnpike and for prequalification of service providers on the Parkway.

(e) (No change)

(f) The provisions of N.J.A.C. 19:9-2.1, **2.2**, 2.4 and [2.2(c)6]**2.12** 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] TOWING RATES

#### 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 March 20, 2017 shall not exceed the following rates or such rates as may be approved and amended by the [members of the Authority] **Board** 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)]**G.V.W.R.**, for the purpose of towing rates only):

i. Service charge of \$72.00[;] plus

(1) \$3.50 per mile on the Roadway, up to a maximum fee to tow the vehicle to the Authority-authorized garage facility, including the service charge, of \$107.00; [and]or

(2) (No change)

2. Other classes of vehicles (7,000 pounds and over [registered GVW]**G.V.W.R.**):

i. Class 2 Vehicles (for the purpose of towing rates only, straight truck (up to 14,999 pounds gross vehicle weight), car with trailer, or trailer without car):

(1) Service charge of \$132.00[;] plus

a.-b. (No change)

ii. Class 3 Vehicles (for the purpose of towing rates only, tractor trailer, bus (15,000 pounds or more [registered gross vehicle weight]**G.V.W.R.**), or any vehicle requiring the use of a Landoll tractor trailer:

(1) Service charge of \$250.00[;] plus \$5.00 per mile on the Roadway, up to a maximum, including the service charge, of \$300.00.

iii. (No change)

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

i. \$80.00 per hour for a light wrecker; and

ii. \$130.00 per hour for a heavy wrecker.

**iii. Winching fees set forth under this section shall only be charged for winching activities that occur when a motor vehicle has left the Roadway, overturned, or become embedded, attached, or hitched to a tree, pole, guardrail, or other fixed object. Winching for purposes of this section shall not include the act of pulling a motor vehicle onto a tilt bed or carrier or lifting a motor vehicle with a conventional tow sling.**

4.-5. (No change)

(b) Storage rates charged by Authority-authorized companies pursuant to contracts entered into after [June 15, 2004] **the effective date of this rule** shall not exceed the following rates or such rates as may be approved and amended by the [members of the Authority] **Board** 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 **calendar** day thereafter.

2. Vehicles up to 14,999 pounds [GVW]**G.V.W.R.**: First 24 hours free; \$ 75.00 per **calendar** day thereafter.

3. Vehicles over 14,999 pounds [GVW]**G.V.W.R.:**
  - i. All except buses: First 24 hours free; \$ 75.00 per unit per **calendar** day thereafter;
  - ii. Buses: First 24 hours free; \$ 150.00 per **calendar** day thereafter.

#### 19:9-3.2 Road service 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 March 20, 2017, shall conform with the following rates or such rates as may be approved and amended by the [members of the Authority] **Board** 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.-7. (No change)

(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 March 20, 2017, shall conform with the following rates or such rates as may be approved and amended by the [members of the Authority] **Board** 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.-7. (No change)

#### 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] **Operations**.

#### [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. (“**OPRA**”), 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] **1 Turnpike Plaza**, 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, [www.nj.gov/turnpike](http://www.nj.gov/turnpike).

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

**OPRA** Records Custodian

New Jersey Turnpike Authority

**Law Department**

[581 Main Street] **1 Turnpike Plaza**

**P.O. Box 5042**

Woodbridge, New Jersey 07095

Fax: 732-750-53[93]84

(c) Copies of accident reports concerning accidents on the Roadway may be obtained **through a link on the Authority's website at [www.nj.gov/turnpike](http://www.nj.gov/turnpike)**. [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) 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.

(e)](d) 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.

[(f)](e) The fees for obtaining Authority records, which are set forth in N.J.A.C. 19:9-4.3[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)]

19:9-4.2[3] Procedures for obtaining Authority records

(a) The [Director of Law] **General Counsel or his or her designee** 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 **by mail, facsimile, or in person** at the above applicable address[es] during regular business hours or at such other times and/or locations as the [Director of Law] **General Counsel** 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. 19:9-4.3[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.

#### 19:9-4.3[4] Fees

(a) Copies of Authority records shall be made available by the Authority to the requesting party upon full payment of the fee prescribed by law or regulation. Unless otherwise prescribed, the Authority's copying costs shall be the greater of its actual costs of duplication or, in the case of printed matter, the sum of \$0.05 per letter size page, [and] \$0.07 per legal size page, **and \$1.00 per page for larger scale drawings, maps, and plan sheets**, respectively. Access to electronic records and non-printed materials shall be free of charge; however, the Authority shall assess a fee equal to the actual cost of any needed supplies or removable electronic media. [The following fees shall be charged for printed matter other than in a letter or legal size format:

1. Drawings, maps, and plan sheets: \$1.00 per page;
2. Microfilm copies, any size: \$1.00 per page;
3. 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;

4. 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.

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

6. State Police Accident reports:

- i. Certified copies: All pages \$10.00;

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

- i. First photograph: \$5.00;
- ii. Each additional photograph: \$3.00.]

(b) (No change.)

(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) (No change.)



SUBCHAPTER 5: [ADMINISTRATIVE PRACTICES] **LICENSES, PERMITS AND  
WAIVERS**

[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]1 Waivers [generally]

(a) **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.

(b) [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] **Board** 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.

#### **19:9-5.2 Licenses to Cross**

**(a) A License to Cross is a formal agreement with the Authority granting permission to enter upon or access the Roadway or other Authority property. This normally pertains to public and private utilities which must occupy property under, on or over the Roadway in order to provide service to the public. In addition, Licenses to Cross are utilized by owners of property adjacent to the Roadway that must utilize the Roadway for drainage, egress and access purposes.**

**(b) In order to apply for a License to Cross, a fully completed application form, along with eight copies of the engineering plans and specifications as may be required by the Authority, including, but not limited to, supporting documentation such as drainage calculations and luminaire photometrics, and the required application fee set forth in this section, shall be submitted to:**

**Finance Department – Accounts Receivable Section**

**New Jersey Turnpike Authority**

**1 Turnpike Plaza**

**Woodbridge, New Jersey 07095**

**The License to Cross application form may be found on the Authority's website, [www.nj.gov/turnpike](http://www.nj.gov/turnpike).**

**(c) The Chief Engineer may approve or reject an application for a License to**

**Cross, subject to the approval of the Executive Director. License to Cross applications shall be evaluated based on the following:**

- 1. Adherence to the Turnpike Authority's Standard Specification;**
- 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) An application for a License to Cross 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 and the award will be based on the application that most closely serves the needs of the Authority and the public. Appeals of rejected applications will be addressed using the procedure outlined in N.J.A.C. 19:9-5.5.**

**(e) All License to Cross applications that contemplate entry by or work being performed by the applicant or its contractors or agents on the Roadway shall be accompanied by a completed Traffic Permit application, in accordance with N.J.A.C 19:9-5.4. The Traffic Permit application form may be found on the Authority's website,**

[www.nj.gov/turnpike](http://www.nj.gov/turnpike). No work on the Roadway may be commenced by the applicant or its contractors or agents until the Authority has issued a Traffic Permit in accordance with the procedures set forth in N.J.A.C. 19:9-5.4.

(f) Any work performed on the Roadway without the appropriate license and/or permit shall be considered unauthorized. 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 within 30 calendar days of written notice from the Authority, the Authority may, in its sole discretion, and without further notice to the responsible party, remove the unauthorized work and charge the responsible party for the costs incurred in such removal.

**19:9-5.3 License to Cross fee schedule.**

(a) The fees contained in this section shall apply to 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. All fees which are required to be submitted in connection with Licenses to Cross shall be by cashier's check or executed money order made payable to "The New Jersey Turnpike Authority" and sent to the address specified in N.J.A.C. 19:9-5.2(b) with a reference to the License to Cross.**

**(b) Application Fee. A minimum application fee of \$900.00 shall be submitted along with the completed license application and associated documents. Such fee shall be non-refundable, whether the Authority's final decision is to issue or deny the requested license. 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) License Fee. Upon approval of the License to Cross, the Authority shall determine an appropriate license fee, which determination may include, but not be limited to, the size of the license area, and the fair market value of the property to be licensed. Such fee shall be a one-time, non-refundable fee and shall be submitted by the applicant within 30 calendar days of receipt of notice by the Authority that the license application has been approved. If such license fee is not timely submitted, the License to Cross shall terminate and be null and void.**

**(d) Construction Inspection Fee.** 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. If there are insufficient funds in the escrow account to cover the construction inspection costs, the applicant shall remit additional funds for the construction inspection fee to the Authority before the commencement of any construction activities. The Authority shall deposit the funds into the escrow account. If the applicant does not go forward with construction after the submittal of additional funds to cover the construction inspection fee, the Authority shall refund to the applicant the inspection fee less a \$ 50.00 charge for processing the refund. If, during the course of construction 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 calendar 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.

**(e) Traffic Protection Fees.** The licensee shall reimburse the Authority for all traffic protection costs actually incurred. The Authority shall provide to the licensee a list of anticipated closings, slowdowns, escorts and supplemental patrols required for the project, and an estimated amount of the associated costs. The licensee shall provide a check in the amount of the total anticipated traffic protection cost, and 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 calendar 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.**

**(f) 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 calendar days of receipt of a notice from the Authority to supplement the escrow account.**

**(g) Amendments or addenda to Licenses to Cross shall be granted, at the discretion of the Authority, in accordance with N.J.A.C. 19:9-5.2(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.**

**(h) 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 an extension of the deadline. The applicant will be charged a \$ 300.00 non-refundable fee for each request for a deadline extension.

#### **19:9-5.4 Traffic Permits**

(a) A Traffic Permit must be issued by the Authority before any person or entity may access or engage in activity within the Roadway not otherwise authorized by these rules. The Traffic Permit application form may be found on the Authority's website, [www.nj.gov/turnpike](http://www.nj.gov/turnpike). A person or entity wishing to obtain a Traffic Permit must submit a fully completed Traffic Permit application and all required supporting documentation to the Authority at least 15 days prior to the date on which access is sought.

(b) Applications for Traffic Permits shall be submitted to:

Director of Operations

Attention: Traffic Permits

New Jersey Turnpike Authority

P.O. Box 5042

1 Turnpike Plaza

Woodbridge, New Jersey 07095

(c) The Traffic Permit application must include the following information: names and addresses of the applicant(s) and any contractors to be used by the applicant; the date, time and location for which access is sought; the purpose for which access is sought; any associated plans or maps that further identify the proposed work, and any other information the Authority may deem necessary to evaluate the permit application.



**(d) The Traffic Permit application must be accompanied by the following:**

**1. Certificates of insurance, indicating the New Jersey Turnpike Authority, its officers, agents and employees, as an additional insured under the policies, in types and limits deemed by the Authority to be acceptable. The General Counsel reserves the right to amend or increase the types of insurance and limits required based on the activities sought to be permitted;**

**2. An indemnification and hold harmless agreement signed by the applicant in a form provided by or acceptable to the General Counsel; and**

**3. Such other documents or information as may be required by the Authority.**

**(e) Except as otherwise set forth in these rules, the Director of Operations may approve or reject an application for a Traffic Permit, which may be approved only if the applicant has met all of the requirements of subsection (c) and (d), and the Director of Operations has determined that the permit can be granted without any undue risk to the safety, traffic security or movement of the Roadway or the Authority's employees or patrons.**

**(f) The permittee shall comply with any and all Authority restrictions on the activities occurring under the permit imposed as a condition of the grant of a permit in order to ensure the safety, traffic security or movement of the Roadway or the Authority's employees or patrons.**

**(g) If, in the determination of the Director of Operations, the Traffic Permit will require any scheme of traffic control, the permittee shall pay for traffic protection costs in accordance with N.J.A.C. 19:9-5.3. Payment for such costs must be received by the**

**Authority before the permit is approved.**

**19:9-5.5 Procedures to resolve protested applications for and awards of Licenses to Cross and Traffic Permits**

**(a) Any actual or prospective applicant for a License to Cross or Traffic Permit with respect to any Authority property or facility who is aggrieved in connection with the application for and/or award of such a license or permit, may protest to the Authority. The protest shall be submitted in writing to the General Counsel within five 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 or his or her designee shall have the authority, but not the obligation, to conduct a hearing, in order to settle and resolve a protest of an aggrieved applicant, or prospective applicant, concerning the application for, or award of, a License to Cross or Traffic Permit. Any such hearing may be conducted on written submissions, or through in-person informal conference, as determined in the discretion of the Executive Director or his or her designee, as deemed necessary based upon the nature of the protest.**

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

**(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, a competing License to Cross or Traffic Permit until the decision is rendered pursuant to (c) above.**

#### **19:9-5.6 Film Permits**

**(a) Persons wishing to take photographs, videos or motion pictures (collectively, “film”) on those portions of the Roadway under the Authority’s control shall apply for a Traffic Permit in accordance with the procedures set forth in N.J.A.C. 19:9-5.4, subject to the approval of the Executive Director. The application for a Traffic Permit to film on the Roadway is found on the Authority’s website, [www.nj.gov/turnpike](http://www.nj.gov/turnpike).**

**(b) The Executive Director may grant such permit unless the Executive Director determines that the time, location or nature of such filming would interfere with or obstruct the movement or flow of vehicles and people lawfully on the Roadway, or create an undue risk to the safety, traffic security or movement of the Roadway or the Authority’s employees or patrons that cannot be adequately controlled.**

**(c) 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 or the Authority’s employees or patrons.**

**(d) In the event that a bona fide representative of the news media requires immediate permission to film an emergency situation on the Roadway, the Executive**

**Director or his or her designee may grant a permit to film to the news media representative, provided that:**

**1. The applicant has previously obtained a valid press pass from the Authority;**

**2. The Executive Director or his or her designee has determined that such filming would not create an unreasonable risk to the safety, traffic security or movement of the Roadway or the Authority's employees or patrons; 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 or the Authority's employees or patrons.**

**(e) Persons wishing to take film on 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.**

#### **19:9-5.7 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 (l) 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, in types and limits deemed necessary by the General Counsel. 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 by mail or in person, on weekdays between 9:00 A.M. and 5:00 P.M., from the General Counsel, New Jersey Turnpike Authority, 1 Turnpike Plaza, Woodbridge, New Jersey 07095, or by facsimile from the General Counsel, New Jersey Turnpike Authority, at 732-750-5384.

(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 Authority may immediately revoke the Certificate.**

**(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.**

**19:9-5.8 Sale of New Jersey agricultural or horticultural products at Roadway service areas**

(a) **Purpose.** The purpose of this section is to establish rules and specifications regarding the sale of agricultural or horticultural products that are licensed by the Department of Agriculture under the “Jersey Fresh” logo programs, including but not limited to “Jersey Fresh”, “Jersey Grown”, “Jersey Seafood”, or food products that are licensed by the Department of Agriculture to be labeled as “Made with Jersey Fresh” products, or other agricultural or horticultural products grown and raised in the State (collectively “Agricultural Products”) at service areas on the Roadway.

(b) These rules shall apply to those portions of the service areas of the Roadway under the Authority's control. Person or entities wishing to sell Agricultural Products in those portions of the service areas which are not under the control of the Authority, such as the buildings which are under lease, shall contact the appropriate party for approval.

(c) **Agricultural Products may be sold at the following Roadway service areas:**

1. **Ocean View Service Area on the Parkway, located in Cape May County, New Jersey**

2. **Walt Whitman Service Area on the Turnpike, located in Camden County, New Jersey**

(d) **Agricultural Products may be sold in those service areas listed in (c) above only during the period from the third Friday in May until the second Sunday in September (“Sale Season”) or at other times as permitted by the Authority.**

(e) **A sale permit must be issued by the Authority before any person or entity may sell any Agricultural Products in accordance with these rules. The sale permit**

application form may be found on the Authority's website, [www.nj.gov/turnpike](http://www.nj.gov/turnpike). A person or entity wishing to obtain a sale permit for a particular Sale Season must submit a fully completed permit application and all required supporting documentation to the Authority by the March 1 prior to the Sale Season for which the permit is sought. Every permit issued under these rules will expire at the end of the Sale Season of the year issued.

(f) Applications for sale permits shall be submitted to:

Director of Patron Services

New Jersey Turnpike Authority

P.O. Box 5042

1 Turnpike Plaza

Woodbridge, New Jersey 07095

(g) The sale permit application must include the following information: names and addresses of the applicant(s); the Agricultural Products to be sold; the service area requested; the days and times when the applicant wishes to sell Agricultural Products during the Sale Season; the names and addresses of all employees of the applicant who will be selling Agricultural Products at the service area, and any other information the Authority may deem necessary to evaluate the permit application.

(h) The permit application must be accompanied by the following:

1. Certificates of insurance, indicating the New Jersey Turnpike Authority, its officers, agents and employees, as an additional insured under the policies, in types and limits deemed by the Authority to be acceptable. The Authority reserves the right to amend or increase the types of insurance and limits required based on the activities sought to be permitted.



**2. An indemnification and hold harmless agreement signed by the applicant in a form provided by or acceptable to the Authority; and**

**3. Such other documents or information as may be required by the Authority.**

**(i) Sale permits shall not be issued to any person or entity that engages in:**

**1. The sale of unlawful or illegal goods, services, or activities;**

**2. The sale of tobacco or tobacco-related products;**

**3. The sale of alcoholic beverages;**

**4. The sale of obscene material as defined by N.J.S.A. 2C:34-3; or**

**5. Activity that is not in the best business interest of the Authority or is not in the best interest of the public, as determined by the Authority.**

**(j) The Executive Director may approve or reject an application for a sale permit, which may be approved only if the applicant has met all of the requirements of this section and the Executive Director has determined that the permit can be granted without any undue risk to the safety, traffic security or movement of the Roadway or the Authority's employees or patrons. If competing applications are received for the sale of Agricultural Products in the same service area, the Authority will make every effort to accommodate all applicants who have met all of the requirements of this section, which may include limiting the space available for each applicant's sales, or limiting the days or times when each applicant's sales will be permitted.**

**(k) The permittee shall comply with any and all Authority restrictions on the activities occurring under the permit imposed as a condition of the grant of a permit in**

order to ensure the safety, traffic security or movement of the Roadway or the Authority's employees or patrons.

#### **19:9-5.9 Miscellaneous permits**

Access to the Roadway for activities not prohibited by the rules shall be by permit. In the event that the protocol for obtaining any permit is not set forth in the rules, a request shall be forwarded to the General Counsel. If it is determined to be proper and in the best interests of the Authority, its patrons and the public to grant such a permit, the Executive Director may grant the permit and impose an appropriate permit fee.

#### **19:9-5.10 Sponsorship Program**

(a) Purpose. The purpose of this section is to establish a program for the sponsorship of the Authority's operational activities or other highway-related services or programs, in return for the Authority's public acknowledgment of that sponsorship. In establishing this program, the Authority recognizes a distinction between signing intended as advertising and signing intended as a sponsorship acknowledgment. Any monetary contributions received through this program shall be used solely for highway purposes.

##### **(b) Scope of the Program**

1. In return for a sponsor's donation of a service, product, or monetary contribution to support the operational activities or other highway-related services or programs of the Authority, each sponsor may receive an acknowledgment sign placed, at the Authority's discretion, in a service area along the Roadway and/or some other acknowledgment on Authority equipment, materials, or vehicles that

**will publicly recognize each sponsorship activity, consistent with the provisions of this section. Authority operational activities or other highway-related services or programs may include, but are not limited to, snow removal, litter removal, vehicles and equipment, landscaping, maintenance and highway beautification.**

**2. This program is not applicable to:**

**i. other Authority programs that recognize or identify private entities through highway signing under the Authority’s Supplemental Sign Policy;**

**ii. any agreement relating to naming rights or any lease or license involving the Arts Center or any other real property owned by the Authority;**

**iii. any specific message displayed or disseminated on a traffic control device such as a highway travel times; or**

**iv. any agreement relating to naming rights or any lease or license involving any service area on the Roadway.**

**v. Notwithstanding the foregoing, elements contained within the service area such as benches, flower beds or tree beds may be eligible for sponsorship in the discretion of the Authority.**

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

**“Acknowledgment plaque” means a plaque that is intended only to inform the traveling public that a highway-related service, product, or monetary contribution has been sponsored by a person, firm, or entity. Acknowledgment plaques are installed only in the same sign assembly below a primary sign that provides the road user specific information on accessing the service being sponsored. Consistent with the MUTCD, a**

plaque legend is displayed on a separate substrate from that of the sign below which it is mounted.

**"Acknowledgement sign"** means a sign that is intended to inform the traveling public that a highway-related service, product or monetary contribution has been sponsored by a person, firm or entity and which meets all design and placement guidelines for acknowledgement signs as established pursuant to the provisions of the MUTCD and all sign design principles provided in the federal Standard Highway Signs and Markings Book.

**"Advertising sign"** means a sign that is intended to promote commercial products or services through the use of slogans and information and informs the public on where to obtain the products or services,

**"Highway"** means the Garden State Parkway and the New Jersey Turnpike; their shoulders and sidewalks; the airspace above and below the Garden State Parkway and New Jersey Turnpike; areas for drainage, utilities, landscaping, berms, and fencing along the Garden State Parkway and New Jersey Turnpike; and any highway project as defined in section 4 of P.L.1948, c.454 (N.J.S.A 27:23-4).

**"Legend"** means all word messages, logos, pictographs, and symbol and arrow designs that are intended to convey specific meanings. The border, if any, on a sign is not considered to be a part of the legend.

**"Manual of Uniform Traffic Control Devices" or "MUTCD"** means the 2009 edition of the Manual of Uniform Traffic Control Devices for Streets and Highways, as amended and supplemented, issued by the U.S. Department of Transportation, Federal Highway Administration. The MUTCD is available at: <http://mutcd.fhwa.dot.gov/>.

**"Sponsor" means a person or persons, firm, or entity that has entered into a sponsorship agreement with the Authority pursuant to the provisions of this section.**

**"Sponsorship agreement" means an agreement between the Authority and a person, firm or entity to be acknowledged for a highway-related service, product, or monetary contribution provided.**

**"Sponsorship program" means a program administered by the Authority that complies with pertinent Federal laws, rules, regulations, and orders, and allows a person, firm or entity to sponsor Authority operational activities or other highway-related services or programs through the provision of a highway-related service, product, or monetary contribution.**

**(d) Sponsorship Criteria**

**1. Sponsors shall comply with any State or Federal laws prohibiting discrimination because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex including, but not limited to, New Jersey's "Law Against Discrimination," P.L. 1945, c. 169 (N.J.S.A. 10:5-1 et seq.).**

**2. The Authority shall not accept the sponsorship of a persons or entity engages in:**

- i. The sale of unlawful or illegal goods, services, or activities;**
- ii. The sale of tobacco or tobacco-related products;**
- iii. The sale of alcoholic beverages;**
- iv. The sale of obscene material as defined by N.J.S.A. 2C:34-3; or**

v. **Activity that is not in the best business interest of the Authority or is not in the best interest of the public, as determined by the Authority.**

3. **Sponsors determined by the Authority to fall within one or more of the categories set forth in subsection (d)(2) shall not be considered further for sponsorship under the provisions of this section and shall be advised, in writing, of that determination.**

**(e) Requirements and specifications for acknowledgment signs and acknowledgment plaques**

1. **Acknowledgment signs and acknowledgment plaques may be installed only in service areas and only as independent sign assemblies.**

2. **All Acknowledgement signs and acknowledgment plaques shall be appropriately sized commensurate with the legibility needs of the service area user and shall be installed only in the location in the service area determined by the Authority, in its sole discretion.**

3. **Acknowledgment signs and acknowledgment plaques shall not be installed or located so as to be visible to the mainline Roadway user.**

4. **All acknowledgement signs and acknowledgment plaques shall be fabricated and printed at the sole cost of the sponsor and shall be permitted in the size, shape, and form agreed upon in the sponsorship agreement.**

5. **All acknowledgement signs and acknowledgment plaques shall be maintained at the sole cost of the sponsor.**

6. **All acknowledgment signs and acknowledgment plaques shall comply with the applicable provisions of the MUTCD.**

**7. All acknowledgment signs and acknowledgment plaques shall remain in place only for the duration of the sponsorship agreement.**

**8. Acknowledgment signs and acknowledgment plaques shall not display any directional information.**

**9. Acknowledgment signs and acknowledgment plaques shall not display telephone numbers, Internet addresses, or other legends designed for the purpose of contacting the sponsoring entity or to obtain information on the sponsorship program, such as, but not limited to, how to become a sponsor at an available site.**

**10. Acknowledgment signs and acknowledgment plaques shall only take the form of static, non-changeable, non-electronic legends.**

**11. Acknowledgment sign messages shall not be interspersed, combined, or alternated with other official traffic control messages, either in the same display space, by adjacency in the same assembly, or by adjacency of multiple assemblies.**

**12. Only post-mounted installations of acknowledgment signs are allowed. Acknowledgment signs shall not be overhead installations.**

**13. When a graphic logo is used to represent the sponsor, instead of a word legend using the Federal Highway Administration Standard Alphabets (as found in the MUTCD), the logo or image shall be the principal trademarked official logo that represents the corporate name of the sponsor. Secondary logos or representations, even if trademarked, copyrighted, or otherwise protected, are classified as promotional advertising and shall not be allowed.**

**14. An alternative business name or image whose sole or primary purpose appears to circumvent the provisions of the MUTCD is classified as promotional**

advertising rather than an acknowledgment of a sponsoring entity of a highway-related service and shall not be allowed on any traffic control device or its supports. Representations of products or services owned or offered by the sponsor shall not be allowed. Representations of personalities, mascots, or similar characters that are likely to be identified with the sponsor shall not be allowed.

15. No acknowledgment sign or acknowledgment plaque that includes displays mimicking advertising shall be allowed. A brief jurisdiction-wide slogan may be displayed on an acknowledgment sign. The slogan displayed shall be a program name, such as "ADOPT-A-HIGHWAY." Slogans for companion, supplementary, or other programs unrelated to the service being sponsored shall not be displayed on any acknowledgment sign.

**(f) Sponsorship Agreements**

1. Sponsorship agreements shall be for any duration, provided that they are economically sustainable, and provide a net benefit to the public.

2. Sponsorship agreements shall include provisions for maintenance and removal of acknowledgment signs or other acknowledgment on equipment, materials, or vehicles after the sponsorship agreement expires or the sponsor withdraws.

3. Sponsorship agreements shall identify the specific Authority operational activities or other highway-related services or programs supported by the highway-related service, product, or monetary payment of the sponsor.

4. Sponsorship agreements shall authorize the Authority to access any books, documents, papers or records that are pertinent to the sponsorship



**agreement for the purpose of audit and examination, for the term of the sponsorship agreement and for a period of seven (7) years after expiration or termination of the sponsorship agreement.**

**5. The Authority shall terminate a sponsorship agreement if it determines that the agreement, acknowledgement sign or plaque, or other acknowledgement on equipment, materials, or vehicles presents a safety concern, interferes with the free and safe flow of traffic or pedestrians, or is not in the public interest.**

**6. A sponsorship agreement shall be subject to approval by the Federal Highway Administration and shall be consistent with Federal and State laws.**

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

19:9-6.1 Scope

This subchapter shall apply to **the proposal, adoption, amendment or repeal of any rule by the Authority pursuant to N.J.S.A. 52:14B-1, et seq., N.J.S.A. 27:23-1, et seq., and N.J.A.C. 1:30-1, et seq., and 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 **Petition for rulemaking:** [P]procedure for petitioner

(a)-(b) (No change)

(c) Petitions shall be addressed to:

Executive Director

New Jersey Turnpike Authority

[581 Main Street] **1 Turnpike Plaza**

**P.O. Box 5042**

Woodbridge, New Jersey 07095-**5042**

(d) (No change)

19:9-6.3 **Petition for rulemaking:** [P]procedure of the Authority

(a) (No change)

(b) Within 60 **calendar** 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.-5. (No change)

(c) Authority action on a petition may include:

1. (No change)

2. Granting the petition. If the petition is granted, the Authority will initiate a rulemaking proceeding no later than 90 **calendar** 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 **calendar** 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 **calendar** 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 (No change)

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.[,]:

**(a) The Authority shall provide at least 30 calendar days' notice of its intended action in accordance with the Administrative Procedures Act, N.J.S.A. 52:14B-1 et seq. In addition to the notice requirements set forth in N.J.S.A. 52:14B-4, the Authority shall also publish the notice of proposal on its website, [www.nj.gov/turnpike](http://www.nj.gov/turnpike).**

**(b)** [t]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) (No change)

(b) The Authority shall extend the time for submission of public comments for an

additional 30-day period[,] if, within 30 **calendar** 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 **is demonstrated** 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) (No change)

(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 **calendar** 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 ] **in** a public hearing **is demonstrated** 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) (No change)

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

19:9-7.1 Authority responsibilities (No change)

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:] **The Authority is organized into various departments as shall be determined from time to time by the Executive Director. As of the date of adoption of these regulations, the Authority is organized into the following functional departments:**

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 inquiries 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.]

**(a) Executive. This department is responsible for the overall direction, planning and policy of the Authority, including strategic planning, is headed by the Executive Director and includes the Deputy Executive Director and Secretary of the Authority. It is also responsible for managing the proceedings of the Board and acts as custodian of the Authority's official records, and oversees the operation of service areas along the Roadway, the Arts Center, customer service, communications and community relations.**

**(b) Engineering. This department is responsible for the design, construction and major rehabilitation of the Roadway. It is headed by the Chief Engineer.**



**(c) Finance and Budgets.** This department is responsible for all fiscal matters of the Authority, including, but not limited to, financing and investment issues, annual capital and operating budgets, asset management, payroll, other disbursements, toll audit, revenue accounting, and financial reporting. It is headed by the Chief Financial Officer.

**(d) Human Resources.** This department is responsible for employment activities, including, but not limited to, recruiting, promotion, labor relations management, training, employee safety and administration of employee benefit programs. It also operates a print shop for Authority publications and provides general office services. It is headed by the Director of Human Resources.

**(e) Integrated Technology Services.** This department is responsible for the Authority's management information and operations management systems. It also is responsible for implementing, maintaining and monitoring the electronic toll collection functions (E-ZPass<sup>®</sup>) and the oversight of the related electronic toll collection customer service center and violation processing center. It is headed by the Chief Information Officer.

**(f) 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 department reports directly to the Authority's Audit Committee and the Board. It is headed by the Director of Internal Audit.

**(g) Law.** This department provides legal services to all departments, including, but not limited to, reviewing contracts, acquisition and disposition of real and personal property, coordination and administration of the Authority's legal affairs and litigation matters with outside counsel, and ensures compliance with the Authority's governing statutes, regulations and policies. In addition, this department is responsible for risk management and insurance, and Equal Employment Opportunity complaints and the preparation of the Authority's Affirmative Action Plan. It is headed by the General Counsel.

**(h) Maintenance.** This department is responsible for the care and maintenance of the Roadway and equipment. It is headed by the Director of Maintenance.

**(i) Operations.** This department manages all activities related to day-to-day operations of the Roadway, including traffic engineering, traffic regulations, emergency services, coordination of construction and maintenance activities, hazardous material response, customer safety, the Traffic Management Center and towing contractors. It is headed by the Director of Operations.

**(j) Procurement and Materials Management.** This department procures materials, supplies and services for the Authority's departments, maintains the Authority's inventory of materials and supplies, and manages the Authority's long-term records storage. It is headed by the Director of Procurement and Materials Management.

**(k) Tolls. This department is responsible for the cash collection of tolls, including the supervision of toll collection personnel. It is headed by the Director of Tolls.**

§ 19:9-7.[4]3 **Obtaining** Information

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

Executive Director

New Jersey Turnpike Authority

[581 Main Street] **1 Turnpike Plaza**

**P.O. Box 5042**

Woodbridge, New Jersey 07095

**Requests for public records and accident reports must be submitted as described in N.J.A.C. 19:9-4.**

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] **to be prohibited for a finite period of time from bidding or otherwise submitting a proposal regarding any and all** Authority contracts on the basis of the list of offenses, inadequacies, or omissions described in this subchapter.

"Disqualification" means [an exclusion from] **to be prohibited from bidding or otherwise submitting a proposal regarding** a particular Authority contract.

...

"Suspension" means [an exclusion from] **to be prohibited for a finite period of time from bidding or otherwise submitting a proposal regarding any and all** 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.-13. (No change)

14. Debarment by an agency, authority or commission of the State of New Jersey **or of the United States** 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) (No change)

#### 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 **Board** [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 **Board** [members of the Authority], unless otherwise required by law, and shall be rendered in the best interests of the Authority.

3.-6. (No change)

#### 19:9-8.4-8.5 (No change)

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

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

1.-4. (No change)

5. A suspension invoked by another agency or authority or commission of the State of New Jersey **or of the United States** 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.

19:9-8.7-8.11 (No change)

## SUBCHAPTER 9. ELECTRONIC TOLL COLLECTION MONITORING SYSTEM

19:9-9.1 Definitions (No change)

19:9-9.2 Toll collection monitoring system violation (No change)

19:9-9.3 Penalties

(a) A violation of this subchapter shall be punishable by a **civil penalty**[fine] not exceeding \$ 500.00 [or by imprisonment not exceeding 30 days or by both such fine and imprisonment] **to be established by the Authority.**

(b) (No change)

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 <i>Paving (2)</i>	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 grounded 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 methods to keep falling rocks from leaving the work zone and entering the travel lanes.

Pavement Markings

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)]

## **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. 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.**

### **4. General Construction, Highway *Grading and Drainage (1) Paving (2)***

**Work involving excavation, embankment, grading, drainage, paving (no bridge construction).**

### **5. Bridge Structures *Concrete Maintenance (7)***

**Bridge, viaducts, retaining walls, foundations, fabrication and erection of structural steel, intermediate members, deck repair and/or replacement.**

### **6. Bridge Deck Repairs *Concrete Maintenance (7)***

**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.**

### **7. Concrete Maintenance**

**Concrete repair to reinforced concrete structures, and all bridge related repairs, including, but not limited to, concrete, reinforcement steel and structural steel.**

- 8. Heavy Highway**  
*Bridge Structures (5)*  
*Concrete Maintenance (7)*  
*General Construction, Highway (4)*  
*Grading and Drainage (1)*  
*Paving (2), Signing (14), Fencing (15),*  
*Timber Construction (17)*
- Work involving the combination of excavation, embankment, grading, drainage, paving and bridges.
- 9. Landscaping**
- Planting, seeding, topsoiling, grading, jute mesh, erosion control and all other landscaping procedures.
- 10. Electrical Work, Highway**
- Roadway, area, parking and ramp lighting, lighting standards, electrical distribution panels and other underground and overhead electrical work.
- 11. 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.
- 12. Painting, Complex**  
*Painting, Routine (11)*
- Blast cleaning, priming and painting bridge 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 11, Painting Routine, over active facilities which include, but are not limited to, roadways, railroads and navigable waterways.
- 13. Guide Rail**
- All types of guide rail.

<b>14. Signing</b>	<b>All types of signing, delineation, overhead sign structures.</b>
<b>15. Fencing</b>	<b>All types of fencing.</b>
<b>16. Pavement Markings</b>	<b>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.</b>
<b>17. Timber Construction</b>	<b>Bridge fender systems and all types of timber construction.</b>
<b>18. Environmental Remediation Systems</b>	<b>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.</b>
<b>19. Cleaning Manufactured Treatment Devices, Storm Drainage Pipe and Drainage Structures</b>	<b>This work shall consist of the inspection, cleaning and disposal of debris from Manufactured Treatment Devices, Storm Drainage Pipe and Drainage Structures.</b>

**Note: Classifications shown in 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)**

[APPENDIX B

(RESERVED)]