

SUBTITLE E. NEW JERSEY TURNPIKE AUTHORITY

CHAPTER 9

NEW JERSEY TURNPIKE AUTHORITY

Authority

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

Source and Effective Date

R.2005 d.23, effective December 9, 2004.  
See: 36 N.J.R. 4415(a), 37 N.J.R. 90(a).

Chapter Expiration Date

Chapter 9, New Jersey Turnpike Authority, expires on December 9, 2009.

Chapter Historical Note

Chapter 9, New Jersey Turnpike Authority, was filed and became effective December 3, 1963.

Subchapter 9 was adopted as R.1973 d.173, effective June 29, 1973. See: 5 N.J.R. 205(b), 5 N.J.R. 295(b).

Pursuant to Executive Order 66(1978), Chapter 9, New Jersey Turnpike Authority, was readopted as R.1983 d.301, effective July 13, 1983. See: 15 N.J.R. 886(a), 15 N.J.R. 1257(a). Subchapter 9 was repealed and adopted as new rules by R.1983 d.556, effective December 5, 1983. See: 15 N.J.R. 1639(a), 15 N.J.R. 2046(d). Pursuant to Executive Order 66(1978), Chapter 9 expired on July 13, 1988.

Chapter 9, New Jersey Turnpike Authority, was adopted as new rules by R.1988 d.483, effective October 17, 1988. See: 20 N.J.R. 1338(a), 20 N.J.R. 2591(a).

Subchapter 7 was adopted as R.1989 d.444, effective July 24, 1989. See: 21 N.J.R. 2528(b).

Subchapter 6 was adopted as R.1989 d.580, effective November 20, 1989. See: 21 N.J.R. 2440(a), 21 N.J.R. 3675(a).

Pursuant to Executive Order No. 66(1978), Chapter 9, New Jersey Turnpike Authority, was readopted as R.1993 d.496, effective September 13, 1993. See: 25 N.J.R. 2839(b), 25 N.J.R. 3685(a), 25 N.J.R. 4605(a). Administrative Correction. See: 25 N.J.R. 4927(c).

Pursuant to Executive Order No. 66(1978), Chapter 9, New Jersey Turnpike Authority, was readopted as R.1998 d.492, effective September 11, 1998, and Subchapter 8, Debarment, Suspension and Disqualification from Contracting, was adopted by R.1998 d.492, effective October 5, 1998. See: 30 N.J.R. 2835(a), 30 N.J.R. 3661(a).

Chapter 9, New Jersey Turnpike Authority, was readopted as R.2003 d.407, effective September 23, 2003. See: 35 N.J.R. 4915(a).

Chapter 9, New Jersey Turnpike Authority, was readopted as R.2005 d.23, effective December 9, 2004. See: Source and Effective Date. See, also, section annotations.

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

**19:9-1.1 Definitions**

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

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

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

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

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

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

“Bus token” means the Authority’s authorized discount token for use by buses on the Parkway.

“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 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, school buses and panel vans, pickup trucks and similar vehicles having a gross weight not exceeding 6,999 pounds.

“Car token” means the Authority’s authorized car token for use by passenger vehicles only at exact change toll lanes and/or cash/receipt lanes on the Parkway.

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

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

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

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

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

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

(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 Turnpike property 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 escrow.

(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 Turnpike property 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 Authority property 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 \$200.00 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.

New Rule, R.1997 d.59, effective February 3, 1997.  
See: 28 N.J.R. 4864(a), 29 N.J.R. 479(a).  
Amended by R.1998 d.492, effective October 5, 1998.  
See: 30 N.J.R. 2835(a), 30 N.J.R. 3661(a).

Rewrote the section.  
Recodified from N.J.A.C. 19:9-2.11 and amended by R.2005 d.23, effective January 3, 2005.  
See: 36 N.J.R. 4415(a), 37 N.J.R. 90(a).  
Former N.J.A.C. 19:9-2.10, Procedure to resolve protested applications for, and awards of, licenses to cross, recodified to N.J.A.C. 19:9-2.11.

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

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

(b) Upon the filing of a timely protest, the Authority's 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 Directors 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.

New Rule, R.1991 d.224, effective May 6, 1991.  
See: 23 N.J.R. 3324(a), 23 N.J.R. 1454(a).  
Amended by R.1993 d.496, effective October 4, 1993.  
See: 25 N.J.R. 2839(b), 25 N.J.R. 4605(a).  
Recodified from N.J.A.C. 19:9-2.10 by R.2005 d.23, effective January 3, 2005.  
See: 36 N.J.R. 4415(a), 37 N.J.R. 90(a).  
Former N.J.A.C. 19:9-2.11, License to cross fee schedule, recodified to N.J.A.C. 19:9-2.10.

#### 19:9-2.12 Procedure to resolve protested solicitations

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

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

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

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

(e) In the event of a timely protest under (a) above, the Authority shall not proceed further with the solicitation, or with the award of the contract until the decision is rendered under (c) above, or until the Executive Director after consultation with the Director of Administrative Services and Technology 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.

Amended by R.1993 d.496, effective October 4, 1993.  
See: 25 N.J.R. 2839(b), 25 N.J.R. 4605(a).  
Amended by R.1998 d.492, effective October 5, 1998.  
See: 30 N.J.R. 2835(a), 30 N.J.R. 3661(a).

In (b), inserted "or his or her designee" following "Director" and "with the Executive Director retaining authority for the final decision of the Authority" at the end of the first sentence.

Recodified from N.J.A.C. 19:9-2.8 and amended by R.2005 d.23, effective January 3, 2005.

See: 36 N.J.R. 4415(a), 37 N.J.R. 90(a).

Former N.J.A.C. 19:9-2.12, Procedure for prequalification and award of contracts for architectural, engineering and land surveying services, recodified to N.J.A.C. 19:9-2.8.

#### 19:9-2.13 Procurement of routine towing services and emergency services on the New Jersey Turnpike and Garden State Parkway

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

(b) The objective of these regulations is to establish procedures for the award of contracts for rotational towing services on the New Jersey Turnpike and towing and emergency services on the Garden State 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 these regulations, and the specific requirements contained in all Requests for Bids (RFB) issued by the Authority, from time to time. In issuing an RFB, the Director of Purchasing is empowered to procure up to three rotational towers per service provider location (Zone) on the New Jersey Turnpike and up to two rotational towers per Zone on the Garden State 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 New Jersey Turnpike and the Garden State Parkway. In the case of the New Jersey Turnpike, the Zones shall be established between specific interchanges, and in the case of the Garden State Parkway, the Zones shall be established between specific mileposts, all as more specifically set forth in the RFB.

(c) Only bids submitted by towing services and/or towing and emergency services providers who have first been qualified by the Authority pursuant to a prequalification process shall be considered. At the discretion of the Director of Purchasing, the prequalification process may be accomplished through a combined Request for Qualifications/Request for Bids process or by a separate process preceding the issuance of an RFB. Upon award of a contract to the successful bidder(s), the standards governing prequalification shall be of continuing force and effect for the duration of such contract. The failure to maintain the standards of prequalification during the term of any contract awarded to a successful bidder shall be deemed a material breach of the contract.

(d) The criteria to be used by the Authority in determining prequalification shall include the following, the specific requirements of which shall be set forth in the RFB: reliability, experience, response time, acceptance of credit cards and prepaid towing contracts; equipment; location and condition of storage facilities, including, but not limited to, security safeguards for patrons and for towed and stored vehicles; liability and other insurance coverage; safeguards to protect the personal safety of customers, including 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 New Jersey Turnpike and the Garden State Parkway, the Director of Purchasing may establish different specific criteria for prequalification of service providers on the New Jersey Turnpike and for prequalification of service providers on the Garden State Parkway.

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

(f) The Interim Uniform Procurement Regulations previously adopted by the Authority pursuant to the Consolidation Legislation, specifically those appearing at N.J.A.C. 19:9-2.1, General provisions; 19:9-2.4, Termination of contract, and 19:9-2.2(c)6, shall be applicable to procurements for towing services on the New Jersey Turnpike and towing and emergency services on the Garden State 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, Purchases for amount requiring public advertising, and N.J.A.C. 19:9-2.8, Procedure to resolve protested solicitations and awards, shall be applicable to procurements for towing services on the New Jersey Turnpike and towing and emergency services on the Garden State 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.

Special New Rule, R.2004 d.269, effective June 15, 2004 (to expire January 9, 2005).

See: 36 N.J.R. 3431(a).

Amended by R.2005 d.23, effective January 3, 2005.

See: 36 N.J.R. 4415(a), 37 N.J.R. 90(a).  
In (f), updated the N.J.A.C references.

### SUBCHAPTER 3. FEES

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

(a) Towing rates charged by Authority-authorized companies on the Turnpike and Garden State Parkway, pursuant to contracts entered into after June 15, 2004 shall not exceed the following rates or such rates as may be approved and amended by the Commissioners 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)):
  - i. Service charge of \$60.00; plus
  - ii. \$2.00 per mile on the Turnpike and the Garden State Parkway up to a maximum, including the Service charge, of \$80.00.
2. Other classes of vehicles (7,000 pounds and over registered GVW):
  - i. Service charge of \$100.00 for straight truck (up to 14,999 pounds gross vehicle weight), car with trailer, or trailer without car and \$250.00 for tractor trailer or bus (15,000 pounds or more registered gross vehicle weight); plus
  - ii. \$3.00 per mile on Turnpike and the Garden State Parkway, up to a maximum, including the Service charge, of \$130.00 for straight truck, car with trailer, or trailer without car and \$5.00 per mile for tractor trailer or bus, up to a maximum, including the Service charge, of \$300.00; plus
  - iii. An additional charge of \$25.00 for connecting air lines and \$25.00 for connecting lights;
  - iv. An additional charge of \$45.00 for disconnecting drive shaft on all trucks;
  - v. An additional charge of \$40.00 per axle for removing an axle; and
  - vi. Additional charge of \$45.00 for removing an air scoop.
3. Winching and wrecking (all classes of vehicles):
  - i. \$60.00 per hour for a light wrecker; and
  - ii. \$100.00 per hour for a heavy wrecker.
4. Specialized equipment:
  - i. \$250.00 per hour for specialized equipment, including, but not limited to, Landoll Hydraulic Trailer

with tractor, Oshkosh, box trailer with tractor and driver.

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

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

1. Cars: First 24 hours free; \$25.00 per day thereafter.
2. Vehicles up to 14,999 pounds GVW: First 24 hours free; \$75.00 per day thereafter.
3. Vehicles over 14,999 pounds GVW:
  - i. All except buses: First 24 hours free; \$75.00 per unit per day thereafter;
  - ii. Buses: First 24 hours free; \$150.00 per day thereafter.

R.1975 d.221, effective August 1, 1975.

See: 7 N.J.R. 351(a), 7 N.J.R. 447(c).

As amended, R.1981 d.37, effective February 4, 1981.

See: 13 N.J.R. 49(b), 13 N.J.R. 165(c).

Substantially amended.

Amended by R.1993 d.496, effective October 4, 1993.

See: 25 N.J.R. 2839(b), 25 N.J.R. 4605(a).

Amended by R.1997 d.491, effective November 17, 1997.

See: 29 N.J.R. 4078(a), 29 N.J.R. 4861(b).

Deleted (a)lv and (a)lvi; inserted (a)4; and recodified (a)3iv as (a)4i.

Special amendment, R.2004 d.269, effective June 15, 2004 (to expire January 9, 2005).

See: 36 N.J.R. 3431(a).

Rewrote the section.

### 19:9-3.2 Road service rates on the Turnpike and Parkway

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

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

6. Water: Road service charge.

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

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

New Rule, R.1993 d.496, effective October 4, 1993.

See: 25 N.J.R. 2839(b), 25 N.J.R. 4605(a).

Special amendment, R.2004 d.269, effective June 15, 2004 (to expire January 9, 2005).

See: 36 N.J.R. 3431(a).

In (a), rewrote the introductory paragraph and substituted "Motor fuel/oil" for "Gasoline/diesel" in 2; added (b).

### 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 Turnpike and Parkway may be directed, in writing, to the Director of Law.

New Rule, R.1993 d.496, effective October 4, 1993.

See: 25 N.J.R. 2839(b), 25 N.J.R. 4605(a).

Special amendment, R.2004 d.269, effective June 15, 2004 (to expire January 9, 2005).

See: 36 N.J.R. 3431(a).

Substituted "companies on the Turnpike and Parkway may be directed, in writing, to the Director of Law" for "companies may be directed to the Director of 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.

New Rule, R.1998 d.492, effective October 5, 1998.

See: 30 N.J.R. 2835(a), 30 N.J.R. 3661(a).

Special readoption, R.2004 d.269, effective June 15, 2004 (to expire January 9, 2005).

See: 36 N.J.R. 3431(a).

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

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

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

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

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

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

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

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

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

the violation is recorded by a toll collection monitoring system as defined in this section.

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

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

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

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

(b) Within 30 days of the date that a toll violation occurs, the Authority or its agent may send an Advisory and Payment Request to the owner of the violating vehicle by regular mail as provided for in P.L. 1997, c.59. Upon receipt of the Advisory and Payment Request, the owner of the violating vehicle shall pay to the Authority or its agent, the proper toll and an administrative fee in the amount of \$25.00 per violation; provided, however, that an owner that proves an inadvertent toll violation has occurred shall be required only to pay the toll and shall not incur the administrative fee. If the owner fails to pay the required toll and fee within 60 days of the date on which the Advisory and Payment Request was sent, the owner shall be subject to penalties described herein. The authority or its agent may cause additional Advisory and Payment Requests to be issued in regard to the unresolved violation.

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

(d) The Advisory and Payment Request shall contain information advising the person named of the manner in which he or she may contest the liability alleged in the Advisory and Payment Request or assert that liability should not attach in a given instance due to circumstances that caused an inadvertent toll violation to occur. Such Advisory and Payment Request shall also contain notice that failure to pay the indicated toll and administrative fee or failure to

successfully contest the liability will render the owner subject to the penalties described in N.J.A.C. 19:9-3.

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

(f) An owner who is a lessor of a vehicle for which an Advisory and Payment Request was issued pursuant to this section shall not be liable for the violation, provided that the lessor submits to the Authority or its agent issuing the Advisory and Payment Request a copy of the rental agreement, lease or other such contract document covering such vehicle on the date of the violation (with the name and address of the lessee clearly legible), within 30 days after receiving the original Advisory and Payment Request. Failure to send such information within such 30 day time period shall render the lessor liable for the prescribed penalty. If the lessor complies with these provisions, and the lessee is sent an Advisory and Payment Request within 30 days of such compliance by the lessor, the lessee of the vehicle on the date of the violation shall be deemed to be the owner of such vehicle for purposes of this section and shall be subject to liability for same.

(g) The Authority may designate an employee(s) or agent(s) of the Authority to be a complaining witness on behalf of the Authority and to cause a summons and complaint to issue to the extent permitted by, and pursuant to, the Rules Governing the Courts of the State of New Jersey.

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

Amended by R.2005 d.23, effective January 3, 2005.  
See: 36 N.J.R. 4415(a), 37 N.J.R. 90(a).

### 19:9-9.3 Penalties

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

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

Amended by R.2005 d.23, effective January 3, 2005.

See: 36 N.J.R. 4415(a), 37 N.J.R. 90(a).

Rewrote (a).

## APPENDIX A

### SCHEDULE OF CLASSIFICATIONS

#### Classification—Brief Description

1. Bridge Structures—  
Bridge, viaducts, retaining walls, foundations, fabrication and erection of structural steel, intermediate members, deck repair and/or replacement.
2. Communications—  
Installation and testing of switching equipment, telecommunications and all other communication systems.
3. Computer Systems—  
Fabrication of computer system, installation, electrical and other work incidental thereto, including associated software.
4. Concrete Maintenance—  
Concrete repair to reinforced concrete structures, and all bridge related repairs including concrete, reinforcement steel and structural steel.
5. Demolition—  
Demolition and/or removal of buildings, structures.
6. Dredging—  
Grading and drainage, excavation, embankment, fill, subgrade material, muck removal—primarily by dredging methods.
7. Electrical Work, Buildings—  
All electrical work for buildings.
8. General Construction, Buildings—  
General construction of buildings including all incidental work.
9. General Construction, Highway—  
Work involving excavation, embankment, grading, drainage, paving (no bridge construction).
10. Grading and Drainage—  
All clearing, excavation, embankment grading and drainage, including the construction of storm drainage structures and storm drainage pipe installation.
11. Guard Rail—  
All types of guardrail.
12. Heating, Ventilating and—  
All heating, ventilating, air conditioning work involved in building construction.
13. Heavy Highway—

- Work involving the combination of excavation, embankment, grading, drainage, paving, and/or bridges.
14. Kitchen Equipment—  
Fabrication, installation of kitchen and restaurant equipment for buildings.
  15. Landscaping—  
Planting, seeding, topsoiling, grading, jute mesh, erosion control and all other landscaping procedures.
  16. Electrical Work, Highway—  
Roadway, area, parking and ramp lighting, lighting standards, electrical distribution panels and other underground and overhead electrical work.
  17. Painting—  
Cleaning, priming, painting of structural steel and members (bridges, towers, tanks).
  18. Paving—  
New construction of various courses of bituminous concrete with machine operated with automatic controls. Final preparation of the underlying material is also included.
  19. Plumbing—  
All plumbing work for building construction including sanitary facilities.
  20. Sewerage and Water Supply—  
Construction of sewerage and water treatment plants and pumping stations, including structures and equipment, installation and repair; erection, repair and/or replacement of water towers.
  21. Signing—  
All types of signing, delineation, overhead sign structures.
  22. Structural Steel and Iron—  
Erection of Buildings structural steel for buildings, including reinforcing and ornamental iron work.
  23. Toll booths—  
Fabrication of toll booths.
  24. Special Classifications—  
Specialized work not sufficiently included in other defined classifications such as, but not limited to the following:
    - Toll Revenue and Computer—  
Toll revenue system design, systems fabrication, testing, installation, including associated computer and communication subsystems with software development.
    - Timber Construction—  
Bridge fender systems and all types of timber construction.
    - Architectural Metal Panel Construction—  
All types of architectural metal panel construction.
    - Fencing—  
All types of fencing.
    - Fuel Distribution Systems—  
Construction of fuel distribution systems including installation of dispensers, storage tanks, and all associated electrical work and piping.
    - Interior Furnishings—  
Carpeting and other interior furnishings.
    - Water Supply Well Construction, Rehabilitation and Testing—  
Construction, rehabilitation and testing of water supply wells.
    - Lining Fuel Storage Tanks—  
Epoxy resin lining of fuel storage tanks.
    - Automotive Service Equipment—  
Vehicle lifts and all types of automotive service equipment.
- Concrete Median Barrier—  
Construction of concrete median barrier using extrusion (slip-form) techniques.
- Bridge Drainage Systems—  
Construction and modification of bridge supported and in-ground bridge drainage systems.
- Prefabricated Buildings—  
Installation of all types of prefabricated buildings.
- Roofing—  
Construction and rehabilitation of all types of roofing systems.
- Fire Protection Systems—  
Construction of dry chemical, pre-engineered and CO<sub>2</sub> type fire protection systems.
- Telephone Systems—  
Design, fabrication and installation of computer controlled telephone systems with special interfaces including testing, equipment maintenance, software development and owner training.
- Asbestos Removal/Treatment—  
Work involving removal, replacement, repair, enclosure, encapsulation, and/or legal disposal of asbestos and asbestos containing materials.
- Local Area Network—  
Providing a complete baseband or broadband local area network, such as Ethernet, Manufacturing Automation Protocol (MAP) or Token Ring. These installations shall also include related electrical work.  
Basic materials consist of coaxial cable, communications cable, radio cable, connectors, terminal blocks, equipment jacks, modems, terminal servers, routers, transceivers, electronic enclosures, and other miscellaneous components. This type of work shall be demonstrated to have been completed by the Contractor and not subcontracted to others.
- Precast-Concrete Noise Barriers—  
Fabricating and furnishing pre-concrete noise barriers consisting of sound absorbing materials of lightweight concrete or mineralized wood chips and portland cement such as Sound-Lok as manufactured by Easi-Set Industries, Midland, VA or Durisol as manufactured by Fanwell Corp., Arlington, VA.  
Fabricating plant must be capable of fabricating 5,000 square feet per day of precast concrete noise barrier panels and storing 200,000 square feet of such panels.
- Signage—Fabrication only—  
Fabricating and furnishing all types of signing, delineation and overhead sign structures.
- Traffic Control Electronics—  
Fabricating, testing and installing traffic control unit enclosures complete with electronics and associated computer subsystems.
- Precast-Concrete Noise Barriers—Non-Absorptive Materials—  
Fabrication and furnishing of reinforced precast concrete noise barrier Materials system components consisting of posts and modular panels. Fabrication methods shall employ form liners for precasting standard materials consisting of concrete, reinforced with epoxy coated deformed bars. No sound absorptive materials should be integrated within these barrier components.

Fabricating plant must be capable of fabricating 5,000 square feet per day of precast concrete noise barrier panels and storing 200,000 square feet of such panels.

**Miscellaneous Concrete—**

Non-structural repairs (that is, curb and sidewalk), concrete sawing, sealing and curing.

**Resurfacing—**

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

**Concrete Base—**

Construction of a concrete base course of a portland concrete mix, with or without reinforcement, and the final preparation of the underlying material.

**Steel & Iron Fabrication—**

Fabrication of Structural Steel for buildings, including ornamental iron work.

**Toll Plaza—**

Installation of toll booths, canopies, roofing and construction of toll islands with associated electrical work.

**Bridge Deck Repairs (Standard)—**

Selective replacement of complete deck panels bounded by stringers and diaphragms; partial depth concrete spall repairs; joint header, abutment headblock and joint riser bar replacement or repairs; joint seal installation or replacement; isolated parapet restoration; removal and replacement of existing bituminous concrete wearing surface and membrane with a new membrane/ bituminous concrete system or with a high density, impermeable, cementitious overlay.

Construction work is to be performed in short, multi-day work cycles, usually scheduled during the week and partial weekends. Around the clock work is required at certain bridge structures on some days. Repair volumes, in general, are less than those required for complex projects. Requires the contractor's ability to perform the following minimum quantities within a 4½ day cycle:

200 square yards of deck replacement with catch with proper cure at a minimum of five separate locations

1,500 square yards of asphalt surfacing replacement including waterproofing membrane requiring special deck preparation

3,000 square feet of Type 1 spall repairs (average depth 3 inches)

200 tons of bituminous concrete bridge surfacing (average depth 2 inches)

Average daily traffic volumes fluctuate from light to moderate depending on location.

Work is scheduled in confined areas within lane closings delineated by traffic cones. Concrete construction barrier is required for deck replacements.

**Bridge Deck Repairs (Complex)—**

Selective replacement of complete deck panels bounded by stringers and diaphragms; partial depth concrete spall repairs; joint header, abutment headblock and joint riser bar replacement or repairs; joint seal removal and/or installation; safety walk repairs, isolated parapet restoration or replacement; removal and replacement of existing asphalt concrete wearing surface and membrane with a new membrane/asphalt concrete system or with a high density, impermeable, cementitious overlay.

Construction work is to be performed in six days or less, around the clock, condensed work cycles requiring extensive weekend and nighttime work. The quantity of repairs on each structure is usually significantly greater than for standard Turnpike bridge deck replacement and rehabilitation projects due to the size and length of the bridges, major structures and viaducts involved. Requires the contractor's ability to perform the following minimum quantities within a six day cycle:

500 square yards of deck replacement with catch with proper cure at a minimum of 10 separate locations

5,000 square yards of asphalt surfacing replacement including waterproofing membrane requiring special deck preparation

7,500 square feet of Type 1 spall repair (average depth 3 inches ±)

750 tons of asphalt concrete bridge surfacing (average depth 2 inches)

The contract location, in general, is in the northern sector of the Turnpike in areas of traffic volumes exceeding 100,000 ADT. Contract amount is usually less than \$5 million.

Work is scheduled in confined areas within lane closings delineated by traffic cones. Concrete construction barrier is required for deck replacements.

**Utility Work—**

The construction of water and sewer pipelines including restoration of affected facilities.

**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 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. Work also includes grading, drainage and installation of median barrier associated with the erection of the sound barrier.

**CLASSIFICATION RATINGS:**

- A. up to \$150,000 maximum
- B. up to \$500,000 maximum
- C. up to \$1,000,000 maximum
- D. up to \$2,000,000 maximum
- E. up to \$3,500,000 maximum
- F. up to \$5,000,000 maximum
- G. up to \$10,000,000 maximum
- H. Unlimited

**Special Rating—**

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

Amended by R.1998 d.492, effective October 5, 1998.

See: 30 N.J.R. 2835(a), 30 N.J.R. 3661(a).

Rewrote the section.