



***SOUTH JERSEY
TRANSPORTATION AUTHORITY***

**FARLEY SERVICE PLAZA • P.O. BOX 351
HAMMONTON, N.J. 08037**

(609) 561-6643 • FAX (609) 561-6849

**SOUTH JERSEY TRANSPORTATION AUTHORITY
ACCESS PERMIT AGREEMENT**

As per your request, attached please find the South Jersey Transportation Authority Access Permit Agreement.

Please fill out all information completely explaining exactly what you will be doing on the roadway and if there are any shoulder or lane closings necessary.

Additionally, please have your insurance carrier review the insurance limits required to obtain an Access Permit. We will need a copy of your Insurance Certificate of Liability showing you are insured at the required levels and adding S.J.T.A. as additionally insured in the General Liability and Excess Liability Insurance policies.

The fees involved will be assessed after your permit is reviewed (if applicable).

Please fax or email the completed and signed agreement; along with required documentation to the attention of Jenn McCormick at (609) 561-6849 or jmccormick@sjta.com. If you need further assistance, please call (609) 561-6643 x 309.

SOUTH JERSEY TRANSPORTATION AUTHORITY
ACCESS PERMIT AGREEMENT

Company Requesting Permit:

(Hereinafter referred to as "Contractor")

Address: _____

Project Manager: _____

Phone: _____

Mobile Phone: _____

Fax: _____

Email: _____

Extent and Nature of Work to be Performed:

Location of Work to be Performed:

Municipality: _____

County: _____

Authority Location: M.P. # _____ to M.P. # _____

Eastbound or Westbound: _____

Work to Commence on: _____

Completed on: _____

Other Contractor (s) Performing Work: _____

Address: _____

Contact Person: _____

Phone: _____

Mobile Phone: _____

Fax: _____

Email: _____

General Terms and Conditions

Contractor agrees, that in consideration of granting permission by the South Jersey Transportation Authority (herein after referred to as "Authority") to enter upon the roadway, median strip, shoulders, and other work areas, to comply with all of the terms and conditions set forth herein.

1. The Authority agrees to grant access relative to their property solely for the purposes described herein.
2. The Contractor agrees that the granting of the access relative to the Authority property will in no way adversely interfere with the existing operation of the authority.
3. The Contractor agrees that only its authorized engineers, employees, or properly authorized contractor, or persons under their direct supervision will be permitted to enter upon the Authority property, only as needed for the purposes of completing the work described herein. **Note: Wherever possible, contractor employee's vehicles will be parked at a remote location and will travel to the job site in vehicles being used to complete the project.**
4. The Contractor agrees to provide to the Authority, for its review and prior approval, proposed work schedules for the completion of the work described herein. The schedule shall include a detailed listing of specific work to be performed. The Contractor agrees to provide said schedule at least ten (10) working days prior to the commencement of the work, which will necessitate the use of the Authority property. No work shall be undertaken unless the Authority has approved the work and its schedule in writing. The Authority reserves the right to prevent two contractors from performing work in the same zone at the same time.
5. The Contractor agrees to reimburse the Authority for all reasonable costs of equipment to carry out safety procedures deemed necessary by the Authority, as a result of the work referred to herein, including by not limited to: establishment and maintenance of traffic control zones and work to be performed herein. The Contractor also agrees to pay all application and permit fees as set forth in the attached Fee Schedule. The Contractor agrees to reimburse the Authority for any and all costs incurred by the Authority should any emergency conditions arise during any phase of the work as a result of the work referred herein.
6. The Contractor recognizes that all SJTA work/construction areas are under the direct supervision and control of the Executive Director of the Authority, who through the New Jersey State Police and Engineering Department will enforce Authority regulations as they pertain to the Contractor and all authorized subcontractors. If applicable, all work areas shall be properly guarded both day and night with approved signs, barricades, fencing, guide rail, and if considered necessary, services of a qualified traffic director or watchman shall be employed. **FAILURE TO FOLLOW REGULATIONS SET BY THE AUTHORITY WILL RESULT IN IMMEDIATE CLOSURE OF THE PROJECT AT THE SOLE DISCRETION OF THE AUTHORITY.** Interference with pedestrian or vehicular traffic shall be reduced to a minimum and no greater part of the right-of-way shall be opened at any time than approved by the Chief Engineer. After work is initiated the work shall be carried on without delay and final restoration of disturbed surfaces shall be completed as soon as conditions reasonably permit. If the work has not been completed before the completion date set forth herein, and the Contractor fails to request an extension of time, the Authority may, if it considers it advisable, take the necessary steps to permanently restore the work area.
7. If the Contractor shuts down, he will be permitted to return to work if and when the following events occur:
 - a. Proper signs are in place
 - b. Proper coning is completed
 - c. Proper barricading is completed

- d. Proper Protective Equipment is used
 - e. Timely and proper notification has been completed
8. If the Contractor needs an extension of time to complete the work he/she must obtain written approval from the Authority. All costs and expenses associated with same are to be borne by the contractor.
 9. All personnel at all times will wear orange safety vests. The vests shall be bright orange in color with florescent yellow striping. All necessary OSHA approved Personal Protective Equipment will be worn according to the task at hand. If the work involves walking along the roadway in the direction of traffic, it shall be done behind guide rail or well off the roadway on the grassy area. When walking in the median, the Contractor agrees to walk with the guide rail between the individual and the traffic approaching from the rear. If the roadway is the means of access to the work area, the vehicles involved shall pull entirely off the shoulder with the four-way flashers and amber warning light (Strobe or Light Bar) working at all times. Any and all work to be performed shall be in accordance with safety rules and regulation promulgated by the Occupational Safety and Health Act (OSHA). **CONTRACTORS SHALL NOT USE TURNAROUNDS ON THE ATLANTIC CITY EXPRESSWAY. FAILURE TO ADHERE TO THE PRECEDING WILL RESULT IN CLOSURE OF WORK.**
 10. The Contractor agrees to release, defend, indemnify, and hold harmless the South Jersey Transportation Authority, its commissioners, officers, agents and employees from all sums, costs, expenses, and out-of-pocket costs, including fees of counsel, which the Authority may incur or be obligated to pay as the result of any and all claims, damages, causes of action or judgments for personal injury or damage, or property damage arising in connection with any work or activity to be undertaken by the Contractor, or any agent, servant, employee, or subcontractor thereof; or caused by the contractor in the performance of any and all work described here. **SEE NOTE.**
 11. The Contractor agrees to provide to the Authority satisfactory proof of insurance coverage of the Contractor, or its subcontractors which will perform the work referred to herein and in such amounts as will provide adequate protection for the Authority, its commissioners, officers, agents and employees, against all claims, liabilities, damages, accidents, and injuries arising from any and all work to be undertaken by the Contractor or its subcontractors pursuant to the terms of this Agreement. All policies shall provide for ten (10) days written notice to the Authority by certified mail prior to any modification, cancellation, or change in insurance status.

Insurance shall include Workman's Compensation Insurance, Comprehensive General Liability Insurance, Automobile and Truck Insurance, and other special hazards incident to be proposed work. Contingent Liability Insurance, and other insurance protection necessary to provide complete protection to the Authority and the contractor or its subcontractors, against all claims, liabilities, damages, and accidents of every kind. Neither the approval by the Authority nor failure to disprove insurance furnished by the Contractor or its subcontractors, shall release the Contractor of full responsibility for all claims, liabilities, damages, and accidents as set forth herein.

The policies and minimum amounts of insurance to be carried by the Applicant shall be as follows:

- a. Workman's Compensation Insurance: Statutory New Jersey Limit and Employer's Liability in the amount of ONE MILLION (\$1,000,000) DOLLARS
- b. Comprehensive General Liability Insurance including Blanket Contractual Liability, and Personal Injury, with a combined single limit per occurrence of ONE MILLION (\$1,000,000) DOLLARS with a TWO MILLION (\$2,000,000) DOLLAR AGGREGATE, with Property Damage not less than ONE MILLION (\$1,000,000) DOLLARS, with Comprehensive General Liability Insurance shall be written so as to provide coverage for all other special hazards incident to the work to be undertaken.
- c. Automobile and Truck Insurance, including bodily injury and property damage, with a combined single limit of not less than ONE MILLION (\$1,000,000) DOLLARS.

- d. Excess Liability coverage with limits of not less than ONE MILLION (\$1,000,000) DOLLARS.
- e. Umbrella Liability coverage with limits of not less than FIVE MILLION (\$5,000,000) DOLLARS.

The Authority shall be named as an additional insured in the General Liability and Excess Liability Insurance policies.

Insurance must be furnished by the insurance companies with an "A" or better rating, as published in the most recent addition of "Best Insurance Key Rating Guide" and authorized to do business in the State of New Jersey.

The Contractor agrees to provide Comprehensive General Liability Insurance as listed above and shall maintain same in force and supply a continuing Certificate of Insurance annually as long as the contractor occupies, uses, crosses or enters upon the property of the Authority.

- 12. No work shall be commenced until the contractor has submitted satisfactory proof of insurance and proposed work schedules as set for the hereinabove and has received written acknowledgement for the Authority of their acceptance.

FIRM

SIGNATURE

PRINT NAME

TITLE

DATE

This permit is subject to the terms and conditions set forth herein. This permit will become void if not used within one (1) year from the date approved or the date specified on the permit issued, whichever is shorter.

NOTE: When according to contractual agreement the Contractor is responsible for traffic detail, it will be the responsibility of the contractor to obtain a lane closing form from the SJTA Operations Department. This form must be submitted at least SEVENTY TWO (72) HOURS prior to the lane closing to the SJTA Safety Manager. All lane closings will be performed according to the Authorities procedures. Any variation from the standard safety configuration attached to this application, including any removal of guide rail, will require a signed and sealed engineering drawing for the safety requested.

Attachments: Fee Schedule

Permit Number: _____ Date: _____

Approved: _____

Director of Engineering

ATLANTIC CITY EXPRESSWAY ACCESS PERMIT FEE SCHEDULE

<u>Description</u>	<u>Amount</u>
Permit Application*	\$250.00
Construction Permit Fee*	Greater of \$500.00 or 5% of total construction cost
Shoulder Closure	\$250.00 per location, per day
Lane Closure	\$500.00 per lane, per location, per day
Slow Downs	\$75.00 per set up
<p>*Required for all projects. It is also required to submit an Engineer's work estimate</p> <p>All Fees are non-refundable</p> <p>Fees for all other items of specialized work shall be determined by the Director of Engineering on a case-by-case basis.</p>	