PR/SUP #: 2019-047

Route State of New Jersey Department of Environmental Protection Division of Parks and Forestry State Park Service

Special Use Permit

Permit Date(s) & Time(s): September 9, 2019 – October 31, 2019
Event Name: Access to towpath for structural repairs to the Griggstown Causeway bridge Structure Number 3000-163
SPS Area: Delaware and Raritan State Park – Ewing Township, NJ [Mercer County]_
Permittee: _ NJDOT - Attn: Brendan K. Brock (NJDOT Project Contact: Robert Valentino)
Street Address: _951 Parkway Avenue
City/Town:Ewing State: _NJ Zip Code: _08625
Telephone/Contact Numbers: Brendan.brock@dot.nj.gov, 609-530-3013, 609-530-5305 fax Robert.Valentino@dot.nj.gov
IEW Contractor – Edison (609) 575-6019
Specific Use and Location:
The NJDOT proposes to conduct maintenance repair work on Structure No. 3000-163 Griggstown Causeway over D&R Canal. The work calls for replacing damaged timber decking. NJDOT/IEW will make accommodations for pedestrians using the roadway and towpath. The repairs will take one (1) month to complete and all work will be done in accordance with the current NJDOT Standard Specifications for Roadway and Bridge Constructions. Staging area is south of the Griggstown Causeway, between the Causeway and the Footbridge from the parking area. 1 trailer, 1 truck and 1 excavator stored on-site. Most of repair work will take place at night.
DRCC #: 17-3000A SHPO:
Subject to the Terms and Conditions described in: Attachment(s): A 1. Contractor vehicles will be utilized. The NJ State Park Service is not responsible for any vandalism or damage that may occur. Remove any machinery from the site daily to ensure its safety.
2. Vehicular access to the towpath or grassy area of the park is permitted.
3. General Liability Insurance in the sum of \$1,000,000 is required for this event. (List State

of New Jersey, NJDEP, Division of Parks and Forestry, NJ State Park Service, D&R Canal

State Park as additionally insured)

- Permittee must take all trash out of the park. D&R Canal State Park is a Carry-In/Carry- Out park.
- 5. The permittee will be responsible for supervision of any event, activity or service.
- 6. New Jersey Water Supply Authority dredge is on-going in this area. All NJWSA work will take precedent in this area.
- 7. There is a One Hundred and Fifty (\$150) dollar Special Use Permit fee to be mailed ASAP to the D&R Canal State Park Kingston Office with the signed Special Use Permit. Checks are to be made payable to "Treasurer, State of New Jersey." [Mailing address: 145 Mapleton Road Princeton, NJ 08540] Participants may not block any area of D&R Canal State Park for use by the public during this event.
- 8. Port-A-Johns are not guaranteed. If you would like to be certain that restroom facilities will be present for you event, make provisions for your organization to rent them.
- 9. The applicant shall use a boom or other method to contain any debris in the canal and remove such debris from the water
- 10. Approvals to proceed must be received from the Historic Preservation Office and Delaware and Raritan Canal Commission.
- 11. D&R Towpath should remain open to public/park/NJWSA use. Use flag persons to stop traffic if needed. NJDOT or Contractor should obtain DRC1 key in advance of work.

This permit grants no privilege other than that which is specifically mentioned herein.

I, the undersigned permittee, understand	I and accept the terms of this agreement,
By: Bulk Bul Permittee	By:Witness
Date: 9/3/2019	Date:
AREA RECOMMENDATION:	re
By: <u>Pattucia Pallesse</u> Area Superintendent	By: on next e-mail Area Sergeant
Date: 9/10/19	Date:
REGIONAL APPROPAL:	REGIONAL LIEUTENANT:
By: Regional Superintendent	Ву:
Date: 9/10/19	Date:

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- 5. The permittee will be responsible for supervision of any event, activity or service.
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This permit grants no privilege other than that which is specifically mentioned herein.

By:	By:
By:Permittee	Witness
Date:	Date:
AREA RECOMMENDATION:	$\begin{pmatrix} 1 \\ 1 \end{pmatrix}$
By:Area Superintendent	By: Area Sergeant
Date:	Date:
REGIONAL APPROVAL:	REGIONAL LIEUTENANT:
By: Regional Superintendent	By:
Date:	Date:

State of New Jersey Department of Environmental Protection Division of Parks and Forestry State Park Service

Terms and Conditions ATTACHMENT "A"

- 1. This permit may not be assigned, in whole or in part, to any other person.
- 2. No signs or advertisements of any descriptions shall be permitted to be painted or posted on the premises other than those approved in writing by the State of New Jersey, Department of Environmental Protection.
- 3. The permittee will keep the premises herein described and any structure thereon in good order and repair. Upon the termination of the permit hereunder, the premises shall be left in as good a condition as the same are now.
- 4. The permittee agrees to abide by the now existing rules and regulations of the Department of Environmental Protection or those hereafter adopted concerning the use of the premises described herein and agree to advise others governed by this permit to obey such rules and regulations.
- 5. The premises shall be kept neat and clean and the permittee will, at his own expense, make arrangements to remove or dispose of all garbage, rubbish, or other waste accumulated by the permittee on the premises.
- 6. The insurance to be provided by the permittee shall be as follows:
 - a. General liability policy as broad as the standard coverage forms currently in use in the State of New Jersey which shall not be circumscribed by any endorsements limiting the breadth of coverage. The policy shall be endorsed to include:
 - 1. BROAD FORM COMPREHENSIVE GENERAL LIABILITY
 - 2. PRODUCTS/COMPLETED OPERATIONS
 - 3. PREMISES/OPERATIONS

The limits of liability for bodily injury and property damage shall not be less than \$1,000,000 per occurrence as a combined single limit. The State of New Jersey, Dept. of Environmental Protection shall be named as an "Additional Insured" as respects this agreement.

- b. Workers' Compensation Insurance applicable to the laws of the State of New Jersey and Employer's Liability Insurance with limits not less than:
 - \$1,000,000 BODILY INJURY, EACH OCCURRENCE
 - \$1,000,000 DISEASE EACH EMPLOYEE
 - \$1,000,000 DISEASE AGGREGATE LIMIT
 - c. Automobile liability insurance which shall be written to cover any automobile used by the insured. Limits of liability for bodily and property damage shall not be less than \$1 million per occurrence as a combined single limit.
- 7. The permittee will not erect any structures or additions to existing structures on the premises without the approval in writing from the New Jersey Department of Environmental Protection.
- 8. The permittee shall assume all risk of and responsibility for, and agrees to indemnify, defend and save harmless the State of New Jersey and its employees from and against any and all claims, demand, suits, actions, recoveries, judgments, costs and expenses in connection therewith on account of the loss of life, property or injury or damage to the person, body, or property of any person or persons whatsoever, which shall arise from or result directly or indirectly from work performed in connection with this agreement. This indemnification obligation is not limited by, but is in addition to the insurance obligations contained in this agreement.
- 9. This permit will expire on the last day of the term granted hereunder and may be renewed only upon the acceptance by the Department.
- 10. The permittee shall not charge any fee for use of the premises by any individual, group, organization, etc. without the written approval of the Department.
- 11. The Director or his authorized representative shall at all times have access to the premises and/or structures described herein.
- 12. The permittee shall pay all taxes or assessments, if any, levied against the premises covered by the permit.
- 13. The permittee will comply with any requirements of the Federal, State, and municipal authorities in respect to the aforesaid premises.
- 14. The permittee shall be responsible for supervision of the event, activity, service, etc.
- 15. The permittee shall be responsible for the protection of his personal property.
- 16. The permittee shall recognize that it is unlawful to abuse, mutilate, injure, remove, or destroy any living plant or animal or any structures or other physical features or property on this area.

- 17. The permittee will be responsible for any additional costs incurred for manpower should overtime be required for additional supervision or park closing during the event, a the rate of \$60.00 per hour.
- 18. The park will remain open to the public for normal recreational activities during the event.
- 19. The permittee will be responsible for abiding by the new Jersey State Park Service Carry-In/Carry-Out Program. All accumulated trash will be removed and disposed of by the Committee outside the park. All recyclables shall be sorted and disposed of outside the park. The Carry-In/Carry-Out Program shall be emphasized through the public address and event program.

6/2014



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/03/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER			CONTACT NAME:	Bridget Lynch		
Madison Risk Group			PHONE (A/C, No. Ex	tt): (484) 655-1919	FAX (A/C, No):	(484) 655-1945
620 Freedom Business Ctr Dr.			E-MAIL ADDRESS:	certs@mrg-ins.com		
Suite 115				INSURER(S) AFFORDING COVERAGE		NAIC#
King of Prussia	P.	A 19406	INSURER A	: Greenwich Insurance Company		22322
INSURED			INSURER B	; XL Specialty Insurance Company		37885
IEW Construction C	Group, Inc.		INSURER C	, New Jersey Manufacturers Insurance Co	mpany	12122
75 Sculptors Way			INSURER D	: Charter Oak Fire		25615
			INSURER E	:		
Hamilton	N	J 08619	INSURER F	:		
COVERAGES	CERTIFICATE NUMBER:	7/26/19 Maste	г	REVISION NUM	BER:	*****

COVERAGES

CERTIFICATE NUMBER: 7/26/19 Master

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

	ACTORIONS AND CONDITIONS OF SUCH FO							
INSR	TYPE OF INSURANCE	INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE DAMAGE TO RENTED	\$ 2,000,000
	CLAIMS-MADE OCCUR						PREMISES (Ea occurrence)	\$ 300,000
	XCU & Contractual Liability incl						MED EXP (Any one person)	\$ 10,000
Α		Y		CGG7409877	07/26/2019	07/26/2020	PERSONAL & ADV INJURY	\$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 4,000,000
	POLICY PRO-						PRODUCTS - COMP/OP AGG	\$ 4,000,000
	OTHER:							\$
]	AUTOMOBILE LIABILITY			,			COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
	X ANY AUTO					/26/2019 07/26/2020	BODILY INJURY (Per person)	\$
Α	OWNED SCHEDULED AUTOS			CAH7409878	07/26/2019		BODILY INJURY (Per accident)	\$
	HIRED NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
								\$
	✓ UMBRELLA LIAB ✓ OCCUR						EACH OCCURRENCE	\$ 23,000,000
В	EXCESS LIAB CLAIMS-MADE			US00065660LI19A	07/26/2019	19 07/26/2020	AGGREGATE	\$ 23,000,000
	DED RETENTION \$ 10,000							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						➤ PER OTH-	
c	NY PROPRIETOR/PARTNER/EXECUTIVE THE NAME OF THE NAME O	12/01/2018	12/01/2019	E.L. EACH ACCIDENT	\$ 500,000			
ĺ	(Mandatory in NH)	ndatory in NH)		12.0112010	E.L. DISEASE - EA EMPLOYEE	\$ 500,000		
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$ 500,000
	Contractors Equipment and		l				Leased/Rented Equip	\$1,000,000 Limit
D	Installation Floater			QT-660-4D181800-COF-19	07/26/2019	07/26/2020	Installation	\$1,000,000 Limit
							Deductible	\$1,000
DESC	DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101. Additional Remarks Schedule, may be attached if more space is required)							

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Griggstown Causeway over D&R Canal - Griggstown, Somerset County - Structure # 3000-163; IEW contract #3900, NJDOT 2019 Timber Maintenance Central Region

State of New Jersey; New Jersey Department of Environmental Protection; New Jersey Division of Parks and Forestry; New Jersey State Park Service; Delaware and Raritan Canal State Park; New Jersey Water Supply Authority are noted as an Additional Insured on the General Liability policy for on-going and completed operations when required by written contract subject to the policy terms, conditions, and exclusions.

CERTIFICATE HOLDER		CANCELLATION
State of New Jersey Department of Transportation PO Box 600		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
		AUTHORIZED REPRESENTATIVE
Trenton I	NJ 08625	Bridget Synch

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PAY ***One hundred fifty and xx / 100 Dollars ***

IREASURER STATE OF NJ

NJ DEPT OF TREASURY

TO THE ORDER OF

CHECK AMOUNT

VOID AFTER 90 DAYS

\$ 150.00

1061010397

: IT 6 7 25.0 _ П 'n

NJ DEPT OF TREASURY PO BOX 417 TRENTON NJ 08625-0417 5604-0410-1208 ©2001, Moore North America. All rights reserved. - 0305

NJ Department of Environmental Protection

Division of Parks & Forestry

State Park Service



144015

☐ Obtairi Permit on arrival

Permit

Receipt

(Date)

D+R Can	als.P.			State(SUP
NAME DIR	area anats	5. P.	_	No. in Part		Site No.
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VEHICLE	(Make)			(Plate #)		(State)
VEHICLE						
				(Plate #)		
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	10	(Time)	(M	onth)	(Day)	(Year)
RE-I	REGISTRATIO				٩.M.	
CAMPFIRES:	☐ PEI	RMITTED_				
CAMPFIRES.	□ от	HER				
PETS and ALCOHOL Public use of New Jers Title 13 and N.J.A.C. 7	sey's State Pa					
I hereby certify that I are and particularly the Ru	n 18 years of a les and Regu	age or older a lations printe	and that I ed on the	will abide by reverse side	all post e of this	ed instructions
Signature(s)		AL.			9/10	117
		(Permittee)			/	(Datè)

THANK YOU. PLEASE ENJOY YOUR VISIT

(Issuing Agent)

GENERAL PERMIT 1



DRCC#: 17-3000A

DATE: November 8, 2017

PROJECT NAME: Griggstown Causeway over D&R Canal

Latest Submission Received: October 11, 2017

Applicant:

Contractor:

(Information not submitted)

Brendan K. Brock New Jersey Department of Transportation

(NJDOT)

951 Parkway Avenue Ewing, NJ 08625

Project Location:

Road	Municipality	County	Block(s)	Lot(s)
Griggstown Causeway	Franklin	Somerset	n/a	n/a
(County Route 623)	Township			

Jurisdictional Determination:

		
	* **	C
Zone A	Minor	Governmental

Documents Received: DRCC application received October 13, 2017; aerial photograph (1 page) COMBIS Priority Repair Form (3 pages) dated October 11, 2017.

The Delaware and Raritan Canal Commission has reviewed the referenced application for a General Permit authorization pursuant to the requirements of the Regulations for the Review of the Delaware and Raritan Canal State Park at N.J.A.C. 7:45-6.2. The proposed project is authorized by General Permit No.1, which authorizes projects in Zone A that are necessary to carry out the repair, rehabilitation, maintenance or reconstruction of a structure, road, utility line, or stormwater management measure or basin lawfully existing prior to January 1980 or approved under this Chapter by the Commission.

The project authorized under this general permit shall not be put to any use other than as specified in any approval authorizing its original construction. Projects authorized under the general permit shall not visibly change, expand, widen or deepen the feature, and shall not deviate from any plans of any prior project approvals, except for minor deviations due to changes in materials or construction techniques. Any such deviations

PO BOX 539

STOCKTON, NJ 08559

609-397-2000

FAX 609-397-1081

www.dandrcanal.com

DRCC#: 17-3000A

DATE: November 8, 2017

PROJECT NAME: Griggstown Causeway over D&R Canal

must be shown as necessary to fulfill the purpose of the proposed project, and must be consistent with the Master Plan.

Description of the authorized project: The NJDOT proposes to conduct maintenance repair work on the Griggstown Causeway, which carries County Route 623 over the Delaware and Raritan Canal. The repair work consists of replacement of broken and fractured damaged timber plank decking, and the replacement of missing bolts on the three planks located at the eastern end of the bridge.

NJDOT states that the repair work will falls within the current list of "Undertakings Which Have Limited or No Effect on Cultural Resources in New Jersey" that do not require review under the "New Jersey Register of Historic Places Act."

Permit Conditions: The project allowed by this authorization shall comply with the following conditions. Failure to comply with these conditions shall constitute a violation of the "Delaware and Raritan Canal State Park Law of 1974" (N.J.S.A. 13:13A-1 et seq.).

- 1. This authorization is valid for five years from the date of this letter unless more stringent standards are adopted by rules prior to this date.
- 2. The project as described shall be constructed and/or executed in conformity with the application.
- 3. No change in plans or specifications shall be made except with prior written permission from the Commission.
- 4. The permittee shall allow the Commission the right to inspect the construction site and shall provide the Commission with written notification 7 days prior to the start of the authorized work.
- 5. A complete, legible copy of this permit shall be kept at the work site and shall be exhibited upon request of any person.
- 6. The issuance of this permit shall not be deemed to affect in any way other actions by the Commission on any future application.
- 7. The D&R Canal is used as a raw water source for several water companies downstream, and as such, water quality and flow shall be maintained.
- 8. If work in the canal is required, the NJDOT shall following any recommendation by the New Jersey Water Supply Authority (NJSWA) that such work shall be conducted during times of low flow through the canal.
- 9. During the work, the contractor shall ensure that no debris, soil or vegetation from the work shall fall, drop, be placed or dumped in the canal. The applicant shall ensure that a boom or other method is employed to contain any debris in the canal and remove any debris from the water.
- 10. It shall be the contractor's responsibility to ensure that all debris caused by the work is removed from the canal.
- 11. The contractor shall not pierce or puncture the clay liner or the bed of the canal.

DRCC#: 17-3000A

DATE: November 8, 2017

PROJECT NAME: Griggstown Causeway over D&R Canal

12. The NJDOT shall periodically inform and update the NJSWA on the status of the work schedule for the project.

13. Access to the canal and towpath for NJSWA personnel shall be maintained.

14. Any damage to the canal caused by the contractor or any subcontractor shall be repaired to the satisfaction of the NJSWA.

15. The NJDOT shall obtain a Special Use Permit from the Superintendent of the D&R

Canal State Park.

16. The contractor shall obtain general liability insurance in the amount of \$1 million, which shall list the State of New Jersey, the Department of Environmental Protection, the Division of Parks and Forestry, the State Park Service and the NJWSA as

additionally insured.

17. The contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend and save harmless the State of New Jersey and its employees from and against any and all claims, demands, suit, actions, recoveries, judgements, costs and expenses in connection therewith on account of the loss of life, property or injury or damage to the person, body, or property of any person or persons whatsoever, which shall arise from or result directly or indirectly from work performed in connection with this permit. The indemnification obligation is not limited by, but is in addition to the insurance obligation contained in this permit.

Expiration Date: November 8, 2022.

Appeal of Decision: In accordance with N.J.A.C. 7:45-7.1, any person who is aggrieved by this decision may request a hearing within 30 days of the date of decision.

If you have any questions regarding this authorization, please contact the Commission at (609) 397-2000 and reference the above file number.

Sincerely,

John Hutchison
Executive Director

c. Mike Sellar, Facility Manager, Delaware & Raritan Canal, NJSWA Julie Shelley, Property & Permit Administrator, NJWSA Rob Auermuller, Superintendent, Delaware & Raritan Canal State Park Meghan Baratta, Supervising Historic Preservation Specialist, DEP/SHPO