

PR/SUP #: 2017-048

- 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 2017 - March 31, 2018

Event Name: Access across state lands for bridge replacement – South Bound Brook – Main Street (CR 527) bridge over the D&R Canal, Somerset County

SPS Area: Delaware and Raritan State Park – South Bound Brook, NJ [Somerset County] Block 1, Lot 1 & Block 1, Lot 5.01

Permittee: New Jersey Department of Transportation – Attn: Brendan Brock

Street Address: 951 Parkway Avenue

City/Town: Ewing Township State: NJ Zip Code: 08625

Telephone/Contact Numbers: Brendan.Brock@dot.nj.gov, 609-530-3013, 856-206-3826 cell, 609-530-5305 fax

Contractor: Mount Construction
427 South White Horse Pike
P.O. Box 619
Berlin, NJ 08009

Engineer: Buchart Horn, Inc. Attn: Chris Dwyer
2 Eves Drive, Suite 110
Marlton, NJ 08053
609-807-9528
cdwyer@bucharthorn.com

DRCC: _____
SHPO: _____

Specific Use and Location:

The NJ DOT proposes to conduct emergency work on Structure Number 3000-168 Main Street (CR 527) over the D&R Canal in the Borough of South Bound Brook, Somerset County. The emergency maintenance work calls for various steel repairs to the referenced structure. These repairs include plating of webs, stiffeners and brackets. NJDOT proposes to repair floor beams. Everything will be done in kind to strengthen the structure. All staging will occur on the roadway.

*** Other than the removal of the counter weight, the repairs will not result in any new visual impacts to the park patron above, below or from the side of the bridge. ***

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The repairs will not change the existing head clearance between the water level and the bottom of the bridge.

High Strength Tension Control (TC) Bolts (F1852 Galv.) will be used at all locations exposed to the public. These bolts have a head that look like a rivet and the other side uses a hex nut. The *** counter weight must be removed (not to be restored) to repair the east and west through girder webs located adjacent and behind the counter weight. To perform the required repairs new steel plates will need to be installed on both sides of the through girders web at the counter location. The emergency maintenance work will commence on or about August 28, 2017 and will include closing the bridge over the weekend. The bridge will remain closed for the following month, the D&R Canal towpath will remain open to the public. After the floorbeams and cross bracings are constructed, NJDOT will reopen the bridge and do daily closures for web plating. The proposed work will tax approx. 6 months to complete.

Estimated 30 individuals, 20 vehicles

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 and New Jersey Water Supply Authority as additionally insured)**
4. 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. **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.**
7. 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.
8. The applicant shall use a boom or other method to contain any debris in the canal and remove such debris from the water
9. D&R Towpath should remain open to public/park/NJWSA use. Use flag persons to stop traffic if needed.
10. NJDOT has been made aware of the Veterans Day (11/11/17) National Guard Event along the towpath and will keep the path OPEN and cleared of debris/equipment.

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

I, the undersigned permittee, understand and accept the terms of this agreement,

By: Burland B. Burk By: Patricia J. Burk
Permittee Witness

Date: 10/3/2017 Date: 10/3/2017

AREA RECOMMENDATION:

By: [Signature] By: [Signature]
Area Superintendent Area Sergeant

Date: 10/3/17 Date: _____

REGIONAL APPROVAL:

By: [Signature] By: _____
Regional Superintendent

Date: 10/3/17 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.