



January 09, 2026

## Document Change Announcement

***2007 Procedures Manual  
Electronic Document Retention  
DCA2026PM-02***

### **Subject: Revisions to**

**Section 3 Submission Requirements, Subsection 3.4 Final Design  
Section 4 Design Surveys, Subsection 4.1 Aerial Photography Criteria  
Section 4 Design Surveys, Subsection 4.2 Survey Control Report Requirements  
Section 4 Design Surveys, Subsection 4.4 Execution of the Surveys  
Section 6 Roadway Plan Preparation, Subsection 6.1 General  
Section 6 Roadway Plan Preparation, Subsection 6.5 Contract Plan Content (Phases "B" Through "D")  
Section 7 Structures Plan Preparation, Subsection 7.6 Review Submission for Bridge Repair Contracts  
Section 9 Right of Way, Subsection 9.1 General  
Section 9 Right of Way, Subsection 9.2 Maps**

### **Description of Change:**

These changes consist of removing and modifying language in Authority documents regarding the use of mylar, CDs, DVDs, and thumb/flash drives.

### **Notice to New Jersey Turnpike Authority Staff and Design Consultants**

Effective immediately, all contracts currently in the design phase shall incorporate the revisions herein. For advertised contracts awaiting the opening of bids this revision shall be incorporated via addendum. Contact your New Jersey Turnpike Authority Project Manager for instruction.

The revisions may be accessed on the Authority's webpage: <https://www.njta.gov/business-hub/professional-services/document-change-announcements/>

### **Recommended By:**

*(signature on original)*

---

Lamis T. Malak, P.E.  
Deputy Chief Engineer - Design

### **Approved By:**

*(signature on original)*

---

Daniel L. Hesslein, P.E.  
Chief Engineer

*(signature on original)*

---

Robert Higham, P.E.  
Deputy Chief Engineer - Construction

**NOTE: All text herein are REVISIONS, as indicated by the tracked changes, to the latest version of the Procedures Manual.**

## Section 3 - SUBMISSION REQUIREMENTS

---

### 3.4. FINAL DESIGN (PHASES B, C, D)

---

#### 3.4.2. Major Tasks

##### 3.4.2.9. Phase D Submission

...

Specific requirements for the Phase D submission, including number of copies of each plan type, are detailed in the "Major Milestone Submission Checklist – Final Design (FD) - Phase D." Unless otherwise noted, the Phase D submission is to include:

- ~~Final Plans, signed and sealed~~
- ~~Final Plans title sheet, signed (mylar)~~
- ~~Final CADD Contract Deliverable~~
- Advertisement Packet (ZIP)
  - ~~Final Plans, signed (PDF)~~ Signed Plans
  - Final Supplementary Specifications
  - Engineer's Estimate, signed, without rounding or contingencies
  - Reference Drawings and/or Reference Material (~~electronic only~~)
  - ~~Standard Drawings (electronic only)~~
- ~~Final Supplementary Specifications~~

...

## Section 4 - DESIGN SURVEYS

---

### 4.1. AERIAL PHOTOGRAPHY CRITERIA

---

#### 4.1.2. Photogrammetric Ground Control

...

Horizontal control points shall be set up as station points in a closed traverse whenever practicable. If field conditions dictate otherwise, control points shall either be tied to the traverse from two different stations or have the angles and distances for single ties measured at least twice. Each aerial control photograph shall be examined carefully in the field to ensure that the object described in the photograph is indeed the corresponding object in the field. Aerial Photography shall be submitted ~~on CD~~ to the Authority's Engineering Department with the Phase A submission.

...

## 4.2. SURVEY CONTROL REPORT REQUIREMENTS

---

...

6. Cutting or clearing in other areas according to accepted Authority horticultural methods, which are:
  - a. Station List – Include a table that lists the station name, coordinates, elevation and station type for all stations surveyed.
  - b. Field Sketch – Attach a copy of the project sketch. If there are multiple copies of the sketch showing different data, attach a copy of each. The project sketch shall include all stations occupied during the survey and a border drawn around the edge with grid ticks for latitude and longitude. The sketch will show other stations of the existing network located within or near the work area. Indicate whether any attempt was made to recover these stations. The report and/or recovery notes will indicate why the recovered stations were not surveyed. To indicate a station that was not recovered, use "NR" next to that station's symbol. Survey points will be shown in an inset sketch when they are too closely together to be depicted clearly on the network sketch.
  - c. Instructions – Attach a copy of the instructions and/or contract under which this work was performed. Also include any revisions or changes to the instructions or specifications.
  - d. Field Logs – Provide original field survey notes and record books.
  - e. QA/QC Program Project Task Order Form / Checklists
  - f. Paper prints showing all control points (control diagram).
  - g. ~~CD containing all information in Microsoft Word for Windows or other format.~~

...

## 4.4. EXECUTION OF THE SURVEYS

---

...

intimately familiar with the original work. Field information obtained from data collectors shall ~~be transferred onto CD and not disposed of~~ without the written permission of the Authority's Project Manager. Copies of all field notes shall be furnished to the Authority's Project Manager upon request, together with any supplementary legend or other information required making the data completely self-explanatory. ~~be~~

## Section 6 - ROADWAY PLAN PREPARATION

---

### 6.1 GENERAL

---

~~All final contract plans shall be prepared on mylar material 0.003 inch to 0.004 inch thick.~~ The overall sheet size, edge to edge, shall be 22 inches x 36 inches and shall be 21 inches x 33 ½ inches inside of borders as detailed in Exhibit 6-1. ~~of all final contract plans~~

...

### 6.5. CONTRACT PLAN CONTENT (PHASES "B" THROUGH "D")

---

The following is a brief description of the information to be shown on the finalized contract drawings:

#### 6.5.1. Title Sheet

1. Title of Project, Contract Number, Authority Commissioners, Location.
2. Location Plan at suitable scale to adequately locate the project.
3. Index of Sheets in upper right-hand corner. Nomenclature on Index of Sheets shall match the nomenclature on Title Box of the drawings.
4. Signature lines in lower right-hand corner; all final ~~mylar~~ Title Sheets must be signed by the Engineer's project manager or a principal officer. In some instances, as directed by the Authority's project manager, the final ~~mylar~~ Title Sheet may also be signed by the Authority's project manager.

## Section 7 - STRUCTURES PLAN PREPARATION

---

### 7.6. REVIEW SUBMISSION FOR BRIDGE REPAIR CONTRACTS

---

...

#### 7.6.3. Phase D Submission

Phase D submission consists of the submission of the final ~~mylar~~ plan sheets and the Specifications for the Contract.

When directed by the Authority, sets of the final Contract Documents shall be submitted to various agencies affected by the Contract.

The Engineer's Estimate shall be prepared and submitted at this time as detailed in the "CapEx & Specifications Design Guidelines."

The number of plans and specifications to be submitted to the Authority For the various submissions shall be per Section 3 - Submission Requirements of this Manual.

## Section 9 - RIGHT OF WAY

---

### 9.1. GENERAL

---

...

#### 9.1.4. Final Submission

...

5. The original ~~mylar~~ maps of the Final ROW submission documents (GPPMs and ETMs) are to be sent to the Authority's Engineering Department for execution upon final notification by the Authority. It is the responsibility of the Engineer to file and record the Final ROW documents at the County Clerk's Office. At this time, correspondence prepared and executed by the Authority's Law Department will be provided to the Engineer to be presented to the County Clerk with the Final ROW documents to be recorded. Proof of filing in the form of a receipt is required and is to be provided by the Engineer to the Authority's Project Manager and ROW Manager.

## 9.2. MAPS

---

...

### 9.2.2. General Requirements for Maps (ETMs, GPPMs, IPPMs and ROW Impact Plans)

1. Final map plans shall be prepared on mylar material 0.003 inch to 0.004 inch thick for recording purposes with the appropriate County Clerks. Maps are to be made in accordance with the current version of the Authority's CADD standards entitled "New Jersey Turnpike Authority, New Jersey Turnpike and Garden State Parkway Roadways, CADD Standards Manual". The standards may be found on the Authority's website.

**NOTE: All text herein are REVISIONS, as indicated by the tracked changes, to the latest version of this document.**

## **GUIDANCE FOR ELECTRONIC AND HARD COPY SUBMITTALS**

The purpose of this document is to outline the appropriate format and procedures for submitting documents to the Authority's Engineering and Operations Departments. This guide covers electronic data related to current Authority document media as required in current published procedures and manuals.

### **1.1. FILE FORMATS**

Acceptable file formats for deliverables include, but are not limited to, the following:

<b>Format</b>	<b>Deliverable</b>
Microsoft Word	Lists, letters, reports
Microsoft Excel	Lists, calculations, forms
Microsoft PowerPoint	Presentations, displays
Microsoft Visio	Workflows, organization charts, process diagrams
Microsoft Project, Oracle Primavera P6	Schedules
Microsoft Publisher	Desktop publishing
Calculations (Various)	Calculations as specified by program
MicroStation (.SHT)	Contract plan sheets
MicroStation	CADD reference and resource files
Geographic Data (Various)	Graphic data files
Image Files (JPEG, PNG, TIFF)	Images
Video Files (MP4)	Videos
Portable Document Format (PDF)	All deliverables including plans

1. PDF is the required format for letters, reports and plans unless otherwise specified.
  - a. PDF – 220 dpi standard (default setting for Microsoft Office suite programs: Word, Excel, PowerPoint).
  - b. PDF/A compliant only if using unique font. It is not necessary for standard fonts such as Courier, Arial, Times New Roman.
  - c. PDFs shall be flattened for initial submissions that are subject to review. Subsequent comments and comment response annotations in PDF do not need to be flattened for submissions.
  - d. If printing to PDF from other applications, use 600 dpi.
  - e. Reports and plans shall be combined into one document. If the file is larger than 250 MB, it can be broken up into multiple volumes or parts.
2. Zipped files shall not be submitted unless requested by the Authority's Project Manager or as specified herein or in other manuals such as the CapEx & Specifications Design Guidelines.

3. If a naming convention is not specified, at a minimum, files shall be appropriately named with facets to distinguish Contract or Order for Professional Services number, Submittal, and date. Do not use spaces or special characters. A suggested convention is:  
OPS\_Contract\_Submittal\_Date\_Description  
For example: A3584\_A200.100\_PHASE-C\_2023-01-01\_PLANS
4. All formal submittals shall include a transmittal letter or submittal checklist that includes all files transmitted.

## 1.2. TRANSMITTAL VEHICLES AND METHODS

Transmittal vehicles include:

Type	Description
Electronic	Email, file transfer, SharePoint sites, CapEx, Masterworks, cloud file sharing.
Hard Copy	As specified in the scope or solicitation documents and as requested by the Authority's Project Manager. Typically requested for complex reports or plans.
<del>Storage Media (Flash Drive/CD/DVD)</del>	<del>As specified in the scope or solicitation documents and as requested by the Authority's Project Manager.</del>

1. Electronic transmittal is the preferred transmittal vehicle.
2. Hard Copy ~~and Storage Media~~ submittals will only be required as requested by the Authority's Project Manager or as specified in other manuals such as the CADD Standards Manual.

Transmittal methods include:

Type	Description
<del>Email (attachment)</del>	<del>Used for documents, transmittals, working files, non-formal submittals with a combined maximum size of 20 MB.</del>
Authority FTP (Kiteworks)	Authority's private content network secure file transfer used for the transmittal and sharing of documents.
Authority SharePoint	Authority's team collaboration tool used to work collaboratively on working files. Some program specific sites are on the Authority's SharePoint instance.
<del>External FTP, SharePoint or other cloud sharing method</del>	<del>Non-Authority sites used for file transfer. Some program specific sites are hosted outside the Authority's firewall.</del>
CapEx Upload	Currently required for all contracts and used for Phase D Advertisement Submission.
Mail, FedEx, Courier	Used for Hard-Copy submittals.

1. Authority FTP (Kiteworks) and SharePoint are the preferred transmittal method for formal deliverables. The method is as determined by the Authority's Project Manager.
2. Collaborative programs hosted on external SharePoint sites shall be archived and delivered to the Authority upon program completion.

### 1.3. FINAL DELIVERABLES

The Phase D Advertisement Packet (files noted in the Procedures Manual) shall be uploaded to CapEx in a single ZIP file named “[Contract No.] Phase D Advertisement Packet”, e.g. “T100.100 Phase D Advertisement Packet”. Within the ZIP file, the following requirements are specific to this submission:

1. The Signed Plans shall be a multi-page PDF or ZIP of individual TIFF files. The plans may be digitally stamped with a signature, or a scan of the original signed plans. The resolution of the plan set shall be a minimum of 600 dpi.
2. The Supplementary Specifications per the “CapEx & Specifications Design Guidelines.”
3. The Engineer’s Estimate per the “CapEx & Specifications Design Guidelines.”
4. All Reference Drawings and/or Reference Material listed in Supplementary Specification Subsection 102.04 shall be submitted according to these guidelines:
  - a. All files shall be compressed into a single ZIP file and named: “[Contract No.]\_Reference.zip”, e.g. “T100.100\_Reference.zip”.
  - b. If the files were provided by the Authority, the filenames shall not be altered. They should otherwise follow the file naming convention provided for in the CADD Standards Manual.
  - c. Within the ZIP file, the files may be organized into folders labeled with their corresponding Location (i.e., Str. No.).
5. A separate folder with all the standard drawings listed in the plans shall be provided.

### REVISION SUMMARY

Revision	Date	Revised by	Summary
0	June 2024		Original document
<u>1</u>	<u>Jan 2026</u>	<u>DCA2026PM-02</u>	<u>Removed physical media deliverables.</u>

**NOTE: All text herein are REVISIONS, as indicated by the tracked changes, to the latest version of this document.**

## AS-BUILT PLAN PREPARATION GUIDELINES

The Authority will provide MicroStation and PDF format conformed plans to the Resident Engineer before the Contractor's Notice to Proceed to be used for the preparation of As-Built Plans. The conformed plans include the advertised plans and any changes issued through Addenda. Throughout the contract, the Resident Engineer will also maintain plan changes in MicroStation and PDF format as issued through Changes of Plan.

Changes of Plan may include revised, replaced, eliminated or new plan sheets as described in the Capex & Specifications Design Guidelines.

### 1.1 PREPARATION OF AS-BUILTS

The Resident Engineer shall assemble the As-Built Plans by annotating the plan sheets as follows:

- Each plan sheet shall be labeled with "AS-BUILT" above the title box in ½" height text.
- Revisions shall be bubbled and the revision box shall be updated as "AS-BUILT".
- The term "AS-BUILT" and the date changes were made shall be shown in the revision box on all plan sheets.
- The As-Built Quantity Column of the Estimate of Quantities Table shall be completed.
- Items added via Change of Plan shall be added to the end of the table.
- Changes to the EOQ sheet shall be bubbled.

The Index of Sheets shall be annotated with additional plan sheets as added through Change of Plans.

- Bubbling changes is not required on the title page.
- The Title Page will include the following certification:

<b>AS-BUILT</b>	
I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THIS CONTRACT HAS BEEN CONSTRUCTED IN CONFORMITY WITH THE ORIGINAL PLANS, SPECIFICATIONS AND MODIFICATIONS, AS IDENTIFIED HEREIN AS-BUILT.	
_____ NAME OF RESIDENT ENGINEER	_____ DATE
_____ LICENSE NUMBER	
_____ FIRM NAME	

### 1.2 SUBMITTAL OF AS-BUILTS

The following shall be submitted:

- Annotated PDFs – Each sheet (signed by the Engineer) will be annotated with PDF markups. The PDF scan of the signed title sheet will be annotated with updates to the index of sheets and the As-Built certification. Each sheet shall be submitted individually and numbered and named in accordance with the Authority’s CADD Standards Manual.
- MicroStation Files – The PDF annotations will be drawn onto the MicroStation Files for all sheets except the title sheet. Each sheet shall be submitted individually and numbered and named in accordance with the Authority’s CADD Standards.
- PDFs and MicroStation Files shall be submitted on media acceptable and in accordance with the Authority’s CADD Standards Manual and Guidance for Electronic and Hard Copy Submittals.
- ~~Full size Mylars of the As-Built of Annotated PDFs shall be provided.~~

[NJTA CADD Standards Manual](#)

[CapEx & Specifications Design Guidelines](#)

## REVISION SUMMARY

Revision	Date	Revised by	Summary
0	June 2024		Original document
<u>1</u>	<u>Jan 2026</u>	<u>DCA2026PM-02</u>	<u>Removed mylar requirement.</u>

**NOTE: All text herein are REVISIONS, as indicated by the tracked changes, to the latest version of the Capex & Specifications Design Guidelines**

## ▲ B. Design Phase Schedule

### 3. Submit Design Phase Files

---

Refer to Procedures Manual for submission requirements. Your Authority Project Manager will direct you to submit files via the Authority's "Kiteworks" FTP system or other electronic delivery method.

See Figure 4. After a Design Phase is complete, navigate back to the Design Phase Schedule page, where you will find the created Phases. Click on Phase Name then click Submit.

See Figure 5 for Phase D and addenda submissions only. Upload files per the Procedures Manual and click Submit. This notifies the Project Manager and Authority's Contracts Section. ~~Refer to Procedures Manual for submission requirements.~~

Click Submit to make the submission. This notifies the Project Manager.

## B. Post-Bid

### 1. Prepare Post-Bid Documents

---

The Post-Bid Documents are used for the pre-construction meeting and during construction to add clarity to addenda changes. They consist of:

- The Bid Plans with addenda changes incorporated and title blocks signed by the engineer.

### 2. Submit Post-Bid Documents

---

Send the Post-Bid Documents electronically to the Project Manager. ~~For Post-Bid Plans, revised mylar sheets must be submitted.~~

## II. Procedures

### A. Post-Award

### 3. Submit Revised Drawings

---

~~Full-size Mylar drawings with the revisions are to be forwarded to NJTA's Engineering Department.~~ Any revised CADD files in both MicroStation and PDF formats shall be sent to the Authority Project Manager and shall be in accordance with the current NJTA CADD Manual.

...

Superseded drawings will be voided.

drawings

NJTA's Engineering Department will forward the revised ~~full-size Mylars~~ to the Resident Engineer for their eventual preparation of the "As-Built" drawings.

**NOTE: All text herein are REVISIONS, as indicated by the tracked changes, to the latest version of the CADD Manual.**

## 1.7 GRAPHIC STANDARDS

The fundamental goal of CADD is the electronic preparation of plans that graphically reflect conventional drafting standards as depicted in the NJTA standard drawings while providing the benefit of reusable and exchangeable digital design data. This data assists beyond the design process in the construction cycle and eventually as part of asset management systems for ongoing maintenance. To this end, the following is intended as direction for the production of drawn elements so as to maintain the required appearance of the output to typical paper **and mylar media** while establishing consistent formats for the electronic data that comprise those plans.

...

### 1.7.7 Line Weights & Plotting Files

The use of line weights to produce the graphic image shall be in accordance with NJTA drafting standards. Generally, existing features are shown thinner than the proposed work for clarity. CAD elements shall have the respective weight defined “bylevel” whenever feasible for broader control through project level library assignments. Additional control of plot weights for referenced files will be handled using level override values (level symbology) to differentiate existing from proposed areas of the design. Plot drivers shall define the appearance of the paper or PDF output of the respective line weight by incorporating project specific line definitions within MicroStation plot (PLT) files geared to their system printers/plotters. It is understood that output can vary considerably amongst numerous devices because of differing manufacturer hardware capabilities, but incorporating standard line definitions provides a positive step to produce consistency. No third party software shall be required by the Project Manager or the NJTA to produce the final plotted output using files submitted by the consultant. A copy of the consultant pen tables and plot driver files shall be included with all CADD contract deliverables to ensure conformity of all **hardcopy** project deliverables. The following table is provided as a guide to the line and pen settings to be used in standardizing the plot output for project submissions.

...

## 1.8 DELIVERABLES AND DATA EXCHANGE

Any exchange of contract documents in the form of electronic data between the Program Manager, the NJTA and the Consultant community will occur via one of the media options indicated below. The option chosen will depend on the type of submission and the urgency of acquiring or distributing the information in a timely manner.

### 1.8.1 Media Transmittal Method

~~The accepted media for file exchange are the writable compact disk (CD-R), the writable digital video disk (DVD-R) and the Internet. Each CD or DVD jewel box containing the writable disks will have a label indicating the contents. See “Guidance for Electronic and Hard Copy Submittals” on the Authority’s website. The electronic files~~ shall be accompanied with a supporting transmittal letter of documentation describing the contents. This letter will also signify all responsible contact persons associated with the creation and delivery of the electronic MicroStation and corresponding PDF (Adobe Acrobat) files comprising the contract deliverable. The transmittal letter shall also include the date the OPS was originally awarded.

~~The writable compact disk (CD-R) or digital video disk (DVD-R) are currently the easiest and most efficient media utilized for file exchange of contract deliverables. Please utilize this type of media whenever possible unless otherwise requested by the Project Manager.~~

The consultant community is encouraged to use the Internet as another option for delivering/receiving electronic files on an “as needed” basis. This can be accomplished through the Authority’s web site, conventional email, or if necessary, the Consultant’s own FTP site.

### 1.8.4 As-Built Contract Deliverables

Upon request, the Consultant shall be furnished with CADD files comprising the final design (Phase D) of the project for the express purpose of incorporating all as-built changes in the field. The as-built changes shall have their own level assignment. All as-built changes and corrections shall be made throughout the CADD files and the project shall be delivered in its entirety to the Authority ~~on a separate compact disc~~ and in accordance with the current version of its CADD standards. As in the Phase D submission, the Consultant is also required to deliver a corresponding PDF (Adobe Acrobat) file set replicating each drawing from the As-Built contract plan sheets.

Please note that the text “AS-BUILT” shall be shown with a bold face font at a one-half inch text height on the title sheet above the signatures and above all title blocks on all drawings. The term “AS-BUILT” and the date changes were made shall also be shown in the revision box on all drawings.

~~The compact disc consisting of the CADD contract deliverable and jewel case shall both be properly labeled and~~ The electronic files shall be accompanied with a transmittal letter describing the contents and indicating all pertinent sender and contact information, including the name of the NJTA Project Engineer.

## NEW JERSEY TURNPIKE AUTHORITY

### License to Cross

#### TERMS AND CONDITIONS

1. It is understood and agreed that the authority granted hereunder is and shall be deemed to be a license revocable at the sole discretion of the Licensor, the New Jersey Turnpike Authority, or its successors or assigns, and shall not be construed to be a grant or conveyance of any interest in land or of any other right or interest in property, any provisions of this license or of the exhibits attached hereto to the contrary notwithstanding.
2. It is understood and agreed that the plans and specifications for the construction of facilities contemplated by this license are intended to provide that the construction, reconstruction, maintenance, repair and operation of said facilities and all work in connection therewith, shall be done, performed, arranged and conducted in such a manner that there shall be at no time, presently or in the future, any interruption in the use of, or traffic upon, the New Jersey Turnpike, or interference with or delay of construction or maintenance work by reason of the presence of said facilities or any work thereon by the Licensee or its contractors without the express written approval of the Authority as provided in Paragraph 11 hereof. If, in the opinion of the Authority, any work herein authorized will interrupt the use of the Turnpike or traffic thereon, or delay or interfere with construction or maintenance work, or present danger to the use of the Turnpike, or if any work is not performed in accordance with the attached plans or in accordance with the regulations of persons, or firms retained by the Authority as provided in Paragraph 5 hereof, the Authority may order all work suspended pending written notice to the Licensee of the terms and conditions upon which it will be allowed to resume work in compliance with said terms and conditions by the Licensee.
3. This license is granted upon the express condition that the construction and installation work herein authorized shall be completed on or before \_\_\_\_\_ pursuant to the terms of this license. In case the construction and installation work contemplated by this license has not been completed on or before said date and an extension of time has not been sought and granted prior to said date, work shall cease and shall not recommence without prior written approval of the Chief Engineer of the Authority.
4. Whenever the Licensee wishes to undertake repairs or special maintenance work upon or about said facilities within the Turnpike right-of-way, it shall, unless prevented by the necessity for emergency action, give the Authority reasonable advance notice of its intention, and the work contemplated, and obtain prior written approval therefore in accordance with the provisions of Paragraph 11 hereof. The Authority reserves the right to make emergency repairs at the sole cost and expense of the licensee when in the sole discretion of the Authority, such repairs are necessary to protect the Turnpike or patrons thereon.
5. The Licensee through its contractor agrees to bear all costs and expenses attributable to the construction, reconstruction, maintenance, repair and operation of said facilities including but not limited to the cost of safeguarding the public and traffic on the Turnpike and the cost of obtaining any and all permits required by any regulatory agency with jurisdiction over Licensee. The Licensee further agrees to bear all costs and expenses for the relocation, alteration, modification and reconstruction of said facilities made necessary by the enlargement, alteration, modification or extension of the New Jersey Turnpike. Further, the Licensee agrees to bear the cost and expense incurred by the New Jersey Turnpike Authority for inspection of the operations conducted hereunder and the Authority shall have the right, in its sole discretion, to designate as such inspectors, any engineers or specialized engineering firm deemed necessary for the protection of its property rights and the public using the Turnpike. Said inspectors, engineers or specialized engineering firms so retained shall not be considered agents, servants or employees of either the Licensee or the Authority, and their duties shall be limited to the observation of operations and the submission to the Authority of periodic reports concerning the status of the work, containing recommendations to insure the completion of the work in accordance with the attached schedules. It is understood and agreed that the commitments and obligations made and assumed by the Licensee elsewhere shall in no way be diminished, circumscribed or in any way affected by the retention of experts and inspectors by the Authority as hereinabove provided.
6. The Licensee hereby states that it has full knowledge of the Turnpike facilities constructed or to be constructed on, over, under or adjacent to the proposed facility and the use to which they are or will be put, and agrees that no liability will attach to the Authority for damage thereby caused to the proposed facility. The Licensee further agrees that no liability will attach to the Authority for damage to the proposed facility by any reconstruction, maintenance, use or operation of Turnpike Authority facilities as they now are or as they may in the future be extended, modified, constructed, altered or enlarged, whether now planned or not.
7. It is understood and agreed that prior to the commencement of any work of any nature whatsoever and before entry by the Licensee and/or its contractor on Turnpike property, the Licensee, or its contractor if the work is to be performed by a contractor, shall furnish to the Authority satisfactory proof of the following minimum amounts of insurance:

LTC No. \_\_\_\_\_  
(Firm – Activity)

(Date)  
Page 1 of 6

A. Commercial General Liability Insurance. The minimum limits of liability for this insurance shall be as follows:

\$2 Million combined Single Limit of Liability for Bodily Injury or Property Damage.

The above required Commercial General Liability Insurance shall name the Authority, its officers, employees, and agents as additional insureds. The coverage to be provided under this policy shall be at least as broad as the standard basic unamended and unendorsed comprehensive general liability policy. Moreover, such policy shall be endorsed so as to include insurance protection against property damage caused by explosion, collapse, and interference with existing underground and overhead facilities. The insurance policy shall be endorsed to include Broad Form Property Damage, Contractual Liability, Completed Operations, and Independent Contractors.

B. Business/Commercial Automobile Insurance. The Business/Commercial Automobile policy shall cover owned, non-owned and hired vehicles with minimum limits as follows:

\$2 Million Combined Single Limit of Liability for Bodily Injury or Property Damage.

The above required Business/Commercial Automobile Insurance shall name the Authority, its officers, employees, and agents as additional insureds.

C. Owner's Protective Insurance. The Contractor shall obtain and maintain a separate Owner's Protective Policy in the same minimum amounts as specified for Comprehensive General Liability Insurance in (A) above. The policy shall be written for the benefit of the "Authority, its officers and employees" and they shall be named as the insured.

D. Workers' Compensation and Employers' Liability Insurance. Workers' Compensation Insurance shall be provided in accordance with the requirements of the laws of the State of New Jersey and shall include an all-states endorsement to extend coverage to any state, which may be interpreted to have legal jurisdiction. Employers' Liability Insurance shall be provided with a limit of liability of \$1,000,000 for each accident as required by New Jersey law. Such policies shall include endorsements to ensure coverage under the U.S. Longshore and Harborworkers' Compensation Act and Maritime Act (Death on the High Seas Act) where required.

E. Contractors Pollution Liability Insurance. With regard to services rendered by Consultants and/or their subconsultants and/or their subcontractors for the Project, a Contractors Pollution Liability Policy shall be provided.

Minimum Limits of liability as follows:

- Each Occurrence \$ 5,000,000
- Annual Aggregate \$10,000,000

This insurance shall include, but not be limited to, coverage for on-site clean-up, bodily injury and/or property damage to third parties, Contractual Liability, Automobile Liability for the transportation of materials to and from the project site, completed operations and shall include insured versus insured coverage under a severability of interest clause.

The policy shall be issued on a project-specific and occurrence basis dedicated exclusively to the Project and operations there under. The policy shall be renewed annually for the duration of the Project and for a period of two (2) years following termination of this License to Cross or the completion of the Project. The policy shall name "The New Jersey Turnpike Authority, its commissioners, officers, employees and agents" as additional insureds.

As an alternative, the Licensee may satisfy the Contractors Pollution Liability Insurance requirement by providing the dedicated project specific limits stated above by endorsement under the Licensee's own Contractor Pollution Liability Policy subject to the same terms and conditions.

Other Requirements

All policies required shall include an endorsement requiring thirty (30) days prior written notice to the Authority before any change or cancellation becomes effective. All required insurance shall remain and be maintained in full force and effect until completion of the work contemplated herein.

Contractual liability insurance as required under the provisions of sub-paragraph A hereof shall be in accordance with Paragraph 8 of this license. Approval or lack of disapproval by the Authority of the insurance furnished hereunder shall not relieve the Licensee of its full responsibility for damages under common law and as herein set forth.

LTC No. \_\_\_\_\_  
(Firm – Activity)

(Date)  
Page 2 of 6

Any provisions regarding insurance requirements may be modified by the Authority in the future, without any approval of the Licensee in order to reflect the necessity for increased limits and/or coverage. The Licensee shall immediately provide necessary modification to the certificates of insurance within ten (10) days notice by the Authority. Failure to provide same within the time required shall result in termination of the license.

8. The Licensee hereby agrees, at its own expense, to comply with any existing or hereafter enacted environmental protection or environmental cleanup responsibility laws or regulations which affect Licensee's operation of the facilities for which this license is granted. Licensee's responsibility shall include, without limitation, obtaining all appropriate permits and approvals prior to commencing its work under this license; making all necessary submissions to the appropriate regulatory agencies charged with enforcing any applicable environmental or other laws or regulations which affect Licensee's operation of the facilities for which this license is granted; and undertaking, at Licensee's own expense, any monitoring or cleanup required pursuant to any applicable environmental cleanup responsibility law or regulation. Licensee, at its own expense, shall promptly provide copies of all submissions made to any regulatory agency pursuant to this paragraph to the New Jersey Turnpike Authority. Licensee, at its own expense, shall promptly provide copies of all field reports, laboratory and analytical data, and all QA/QC documents to the Turnpike Authority. If any cleanup must be undertaken because of any spills or discharges or hazardous substances or wastes at the premises which occur due to any action or inaction of Licensee, its agents, servants, and employees during the term of this license, then Licensee shall, at its own expense, prepare and submit the required plans and financial assurances and carry out the approved plan. The New Jersey Turnpike Authority shall have the right to approve any cleanup plan prepared pursuant to the provisions of this paragraph. At all times during Licensee's operation of the facilities for which this license is granted, Licensee shall permit the New Jersey Turnpike Authority, its agents, servants and employees, access to the premises for the purposes of environmental inspections and sampling; Licensee shall not restrict access to any part of the premises. At no expense to the New Jersey Turnpike Authority, Licensee shall promptly provide all information requested by the New Jersey Turnpike Authority for preparation of a non-applicability affidavit, de minimis quantity exemption application or other submission and shall promptly sign such affidavits and submissions when requested by the New Jersey Turnpike Authority. Licensee's failure to abide by the terms of this paragraph shall be restrainable by injunction. The Licensee and its contractor (where applicable), jointly and severally, hereby agree to defend, indemnify and save harmless the New Jersey Turnpike Authority, its officers, agents, servants and employees, and each and every one of them, from and against all suits, costs (including reasonable legal fees), claims, expenses, liabilities and judgments of every kind and description, whether threatened or actual, including claims, suits, costs, expenses and judgments of agents, servants, employees and contractors of the Licensee and from and against all damages and expenses to which the Authority may be subjected by reason of the construction, reconstruction, maintenance, repairs, alteration or operations of the facilities for which this license is granted, including without limitation, any claims suits, costs, expenses and judgments by reason of any damage to or destruction of the environment whatsoever including, without limitation, the disturbance of or placement of fill in wetlands, caused by, resulting from, arising out of or occurring in connection with the performance of the work described in this license, or incidental or appertaining thereto, or in connection with the creation of wetlands by the Licensee. This paragraph shall survive the expiration of this license.
9. It is understood and agreed that the Licensee at its sole cost and expense will restore all Turnpike property of whatever nature, which in the opinion of the Chief Engineer is destroyed or in any way disturbed by the construction or installation herein authorized or by any future maintenance of the said facility to at least the condition in which it was prior to entry by the Licensee. Any and all restoration work required shall be undertaken and completed in accordance with the specifications as set forth in the New Jersey Turnpike Authority Standard Specifications (6th Edition, 2004). The Licensee agrees to undertake work required in the opinion of the Authority within thirty (30) days of written notice by the Authority and complete said work within sixty (60) days of said notice. Should said work not be undertaken and/or completed within the specified time, the Authority shall have the option and right to undertake and/or complete said work with its own forces and/or outside agents or contractors, and the Licensee agrees it shall, upon written notice, pay all costs or charges incurred by the Authority by reason of said work.
10. Nothing herein contained shall be construed as an intention to grant, or as a grant of, any rights of an exclusive nature or paramount to any rights, permits or licenses heretofore or hereafter granted or conveyed by the Authority.
11. It is understood and agreed that no construction or other operations shall commence under this license until the Licensee has applied for, through the Chief Engineer, and been granted a Traffic Permit from the Office of the Director of Operations of the New Jersey Turnpike Authority. Application shall be made in writing by the Licensee and shall state the name and address of the contractor, if any, who is to perform the work, in addition to any further information required by said Director of Operations. Under no circumstances shall the work authorized by this license be performed by any party, person, firm or corporation other than contractor named in the Traffic Permit. Written application for approval of same shall be made to the Director of Operations in the manner hereinabove set forth, and the proposed contractor or party, shall submit satisfactory evidence of insurance in the same limits and with the same coverage provided by the Licensee.
12. In the event that there is any conflict between or contradiction in the terms of this license and the Exhibits attached hereto or the specifications promulgated by the Licensee for this installation, the terms, conditions, covenants and obligations of this license shall be paramount and

LTC No. \_\_\_\_\_  
(Firm – Activity)

(Date)  
Page 3 of 6

shall on all occasions, govern and control the installation.

13. When all construction activity granted under this license is nearing completion, it is the responsibility of the Licensee to notify the Turnpike Authority and schedule a final inspection on all work. The Turnpike Authority will notify the Licensee of all deficiencies. After the Licensee has corrected all deficiencies satisfactory to the Turnpike Authority, the Licensee is then to submit "as-built" drawings to the office of the Chief Engineer of the Turnpike Authority, said "as built" drawings shall show exact location of the constructed facilities in plan and profile. The "as-built" drawings shall be submitted ~~on mylar as well as~~ electronically in MicroStation format in accordance with the Authority's CADD requirements as outlined on the Authority's website.
14. The following special provisions shall be deemed to be a part of this License:
  - A. The Licensee shall establish an escrow account with the New Jersey Turnpike Authority having an initial amount of \$\_\_\_\_\_ to reimburse the Authority for expenses incurred for inspection services, emergency repair costs and other costs outlined in Paragraphs 5, 14H, 14M and 14N contained herein. At the conclusion of the work and after receipt of As-Built drawings as noted in Paragraph 13 herein, the Authority will advise the applicant of the final amount incurred. Any money remaining in the escrow account will be returned. If during the course of the work the Contractor falls behind schedule or encounters other difficulties which will directly cause the Authority's inspection, repair, and traffic protection costs to increase, the Licensee shall be responsible for submitting the reasonable additional funds required. The Licensee shall submit the reasonable funds within five (5) working days from receipt of written notice to supplement the escrow account from the Authority.
  - B. The Licensee shall provide to the Turnpike Authority eight (8) sets of plans signed and sealed by a New Jersey Licensed Engineer prior to the License being executed by the Turnpike Authority. The plans will be designated as Exhibit A.
  - C. A preconstruction conference will be scheduled by the Office of the Chief Engineer through its \_\_\_\_\_ Section. The Licensee and/or his contractor shall contact **Mr. / Ms. \_\_\_\_\_** at 732-750-5300 extension 82\_\_, to determine the time and place of the meeting. The meeting must be scheduled at least one week prior to the planned start of construction.
  - D. A Traffic Permit Application, insurance provisions and indemnification statement discussed herein and provided with the traffic permit application shall be submitted to the Turnpike Authority no later than the time of the preconstruction meeting.
  - E. Before construction operations have started on the Authority's property, the Licensee and/or its Contractor shall take and provide ~~8" x 10" color~~ photographs showing the progress of work. An average of six (6) views shall be taken during the following periods: Preconstruction; during construction; and post construction. ~~Two (2) color prints and the negatives of each view shall be submitted to the Authority, without charge, promptly after taking the photographs.~~
  - F. The Licensee, its engineers and contractors shall provide the staff of the Authority's Engineering Department and its designees or representatives with continuous access to the construction site for their routine inspections.
  - G. The Licensee, its consultant or contractor, must comply with New Jersey's One-Call Law and must sign and return the Authority's "Fiber Optic Cable Design Review Certification" and "Fiber Optic Cable Contract Documents Review Certification" forms.
  - H. The Licensee agrees to repair or replace any property or utilities belonging to the Turnpike Authority that may be damaged as a result of the Licensee and/or contractor's operation. The Licensee shall be responsible to reimburse the Authority for time, equipment and materials associated with any repair the Authority may perform with its Maintenance Department and for costs reasonably incurred for hiring a third party to perform repairs in connection with utilities, fence, or any other property damaged either by the Licensee or its contractor. The Licensee shall also be responsible for reimbursing the Authority for any administrative and inspection costs pertaining to repairs.
  - I. The Licensee and/or its contractor are prohibited from directing the display of company logos or signs towards Turnpike patrons.
  - J. There shall be no overnight storage of materials or parking of vehicles by the Licensee, its engineers and contractors within the Turnpike right-of-way.
  - K. The contractor shall secure the right-of-way fence at all times. Methods for securing the right-of-way shall be approved by the Authority's representative.
  - L. As noted in Section 13 herein, the Licensee shall submit ~~a mylar copy and~~ an electronic copy ~~on disc~~ in MicroStation format, of Exhibit "A" having the as-built data superimposed thereon for the Authority's files.
  - M. All the Turnpike Authority's Standard Specifications and Drawings shall govern certain aspects of the work including, but not necessarily limited to, Shop drawings shall be submitted to the Authority for review and approval.
  - N. The Authority shall attend a final inspection, the Licensee will require its contractor to correct any deficiencies to the satisfaction of the

LTC No. \_\_\_\_\_  
 (Firm – Activity)

(Date)  
 Page 4 of 6

Chief Engineer of the Authority or his designee.

- O. Consent to utilize the property of the New Jersey Turnpike Authority for construction activities in no way constitutes rights in or to said property or transfer of any property interest, express or implied, to the Licensee.
- P. This License shall be binding upon and inure to the benefit of Licensee's successors and assigns.

LTC No. \_\_\_\_\_  
(Firm – Activity)

(Date)  
Page 5 of 6

IN WITNESS WHEREOF, the New Jersey Turnpike Authority has caused its corporate seal to be hereunto affixed, and these presents to be executed by its proper officer (s), thereunto duly authorized, all as of the day and year first above written.

NEW JERSEY TURNPIKE AUTHORITY

APPROVED:

\_\_\_\_\_  
Thomas F. Holl  
Director of Law

\_\_\_\_\_  
Daniel L. Hesslein, P.E.  
Chief Engineer

ATTEST:

\_\_\_\_\_  
Jennifer Kanski  
Secretary to the Authority

By: \_\_\_\_\_  
James D. Carone  
Executive Director

LICENSEE – (Name of Company)

ATTEST:

\_\_\_\_\_  
Secretary

(Corporate Seal)

By: \_\_\_\_\_  
(Name of Officer & Title)

CONTRACTOR – (Name of Company)

ATTEST:

\_\_\_\_\_  
Secretary  
(Corporate Seal)

By: \_\_\_\_\_  
(Name of Officer & Title)

LTC No. \_\_\_\_\_  
(Firm – Activity)

(Date)  
Page 6 of 6