

The New Jersey Transit Corporation, an instrumentality of the State of New Jersey with offices located at Two Gateway Center, 283-299 Market Street, Newark, New Jersey 07102 ("NJ TRANSIT"), grants permission to _____ with an office located at _____, Telephone number _____, hereinafter referred to as the "Permittee," to enter upon NJ TRANSIT Property identified as the Hudson Bergen Light Rail Transit System ("HBLR") at the locations identified on Exhibit A, attached hereto and identified herein as the "Property," for the purposes of performing the Work (hereinafter defined) set forth in the Permittee's proposal attached as Exhibit B, attached hereto, and no other purpose, subject to the following terms and conditions:

1. The Permittee is fully responsible for adherence to the terms and conditions of this Temporary Access Permit ("Permit"). In no event will NJ TRANSIT be responsible for any costs or expenses related to this Permit.
2. This Permit allows only the use of the Property by the Permittee, their authorized representatives(s), or contractors, and no others, commencing upon the date of execution of this Permit by NJ TRANSIT. The Permittee shall provide NJ TRANSIT with a list of their authorized agents and contractors to NJTRANSIT prior to entry upon the Property.
3. Use of the Property is restricted to those areas as identified in Exhibit A. Under no circumstances shall this Permit be construed as granting to the Permittee any right, title, or interest of any kind in any property of NJ TRANSIT.
4. The Permittee, subject to the provisions contained herein, may enter upon and use the Property only when protected by a flagman or flagmen supplied by NJ TRANSIT or ACI-Herzog Joint Venture (the "Contract Operator") unless specifically otherwise authorized in writing by NJ TRANSIT. Normal hours of work are from 9:00 AM to 3:30 PM Monday through Friday, excluding holidays. The purpose of the flagman is to protect the HBLR from the actions of the contractor. The flagman is not intended to safeguard the Permittee's crew. All Permittee's field personnel and its agents shall be trained in accordance with the HBLR Safety training program prior to entering the Property.
5. All notices required by this Permit shall be sent in writing to the following:

Permit Administrator
Light Rail Operations
NJ TRANSIT Corporation
283-299 Market Street
Suite 700
Newark, New Jersey 07102
LROTAPS@njtransit.com

General Manager
ACI-Herzog Joint Venture
20 Caven Point Avenue
Jersey City, NJ 07305-7305
(571) 919-6417

In addition, the Permittee shall provide written notification a minimum of fourteen (14) days prior to initiating any Work (hereinafter defined) to aforementioned individuals to schedule flagmen, safety training, and all related support services.

6. The Permittee hereby acknowledges that the Property is generally restricted as to excavation and that any proposed excavation shall require the prior submission to NJ TRANSIT and its Contract Operator of a plan describing proposed materials management, including control of groundwater and surface flows, transportation, and testing of material to be removed from the site, including the disposal site and a health and safety plan covering worker exposure. These plan elements shall be approved by NJ TRANSIT and NJDEP, if deemed necessary by NJ TRANSIT, prior to start of the Work (hereinafter defined) and access to the Property. The Permittee shall comply with all requirements of any Deed Notices affecting the Property.
7. NJ TRANSIT, through the Contract Operator, shall have complete approval rights over the activities of the Permittee associated with the use hereby permitted, including the actions of personnel of the Permittee regarding HBLR activities and system safety. NJ TRANSIT's approval of such activities, however, shall not reduce or eliminate the Permittee's liability under this Permit for any negligent or intentional acts or omissions.
8. All activities shall be performed without interference to HBLR construction or operations. NJ TRANSIT reserves the right to approve all means and methods to be employed in the work described in Exhibit B (the "Work").
9. The Work will conform to the applicable requirements of the "Specifications For Pipeline Occupancy of New Jersey Transit" and the "General Requirements for Working Within Right-of-Way," both of which the Permittee hereby acknowledges having received. NJ TRANSIT may withhold its approval to proceed with the Work if at any time or times the Work will in any manner endanger persons or property, and may condition its approval on the Permittee's agreement to take such precautions and measures as NJ TRANSIT may deem advisable in its sole discretion. Any review of the Permittee's plans and specifications, comments thereon, or monitoring of the Work shall not constitute nor shall be construed as a representation or warranty on the part of NJ TRANSIT or its Contract Operator as to the adequacy or propriety of such plans and specifications or the means or methods of the Work.
10. **In case of an emergency, the Permittee must contact the Contract Operator at 201-209-2555, and at any other number of which Contract Operator advises the**

Permittee to use. The Permittee also must contact NJ TRANSIT's emergency police desk at (800) 242-0236 or (973) 378-6565.

11. The Permittee must contact NJ-1-Call at (800) 272-1000 to identify buried third-party facilities prior to performing any excavation work within NJ TRANSIT's right-of-way. If Permittee fails to timely provide such notification to NJ-1-Call, the Permit will immediately be canceled.
12. All workers must maintain a distance of no less than eighteen (18) feet from the track, and any tools, vehicles, or equipment being utilized must not extend closer than eighteen (18) feet from the track.
13. All equipment and materials to be used upon the property of NJ TRANSIT shall be kept at all times at least fifteen (15) feet from all signal, communication, and overhead catenary systems unless protected by a representative of the Contract Operator.
14. Upon the approach of a light rail transit car, rail maintenance equipment, or any train adjacent to the site of the Work, the Permittee's workers shall cease work, face the moving equipment, and stand clear of the tracks.
15. No workers are permitted to cross the tracks at any area other than temporary or permanent crossings without authorization from the Contract Operator or its designee.
16. No tools or working materials are permitted to be stored on the Property or on the right-of-way. No equipment shall be transported across the track or tracks without the special permission of the Contract Operator, obtained in writing, and without the use of appropriate support.
17. The Permittee shall be solely responsible for damage to any above- or below-grade utilities or operating systems belonging either to NJ TRANSIT or third-party utilities, and shall hold harmless, defend, and indemnify NJ TRANSIT and the Contract Operator for any breaches of this covenant.
18. If the Work requires any aerial lifting or work over NJ TRANSIT or other rail tracks, such Work will be performed in accordance with NJ TRANSIT's General Requirements for Working Within Right-of-Way, a copy of which the Permittee hereby acknowledges having received.
19. Subject to the provisions of Section 23, NJ TRANSIT shall request that the Contract Operator provide adequate support staff to support the Work and to protect HBLR operations, at the cost of the Permittee.
 - (a) The Permittee shall be responsible for all actual costs incurred and expenses associated with the Work ("Project Expenses"). The Permittee shall reimburse NJ TRANSIT for all actual labor costs and direct expenses in

connection with providing flagging protection, construction inspection, project management, and any necessary force account support for the continued maintenance and operation of HBLR and any specific work required or requested by the Permittee, whether provided by the Contract Operator or NJ TRANSIT. Any material usage will be billed at the actual cost incurred of material plus the current applicable overhead percentages for storage, handling, transportation, purchasing, and other related material management expenses. All hours incurred will be billed including, but not limited to, contractual overtime and travel time.

- (b) NJ TRANSIT and the Contract Operator will prepare Standard Daily Participation Reports to be verified by the Permittee's field personnel that will identify all daily direct labor, equipment, and vehicles necessary to support the Work.
- (c) The Permittee shall remit payment to NJ TRANSIT within thirty (30) days after receipt of an invoice. The Permittee shall pay NJ TRANSIT a late charge of three (3%) percent of the total unpaid invoice amount for every month the invoice is owed and outstanding until the invoice is paid in full. Any reasonably disputed cost item(s) in any invoice shall be deducted from the amount to be paid to NJ TRANSIT provided the disputed items are documented in writing and submitted to the pursuant to the Notice requirements contained in Section 5. Upon resolution, all disputed amounts remaining due will be paid within thirty (30) days.
20. The Permittee has deposited with NJ TRANSIT the sum of _____ dollars _____ in order to reimburse NJ TRANSIT for its Project Expenses and any other costs that may be due pursuant to this Permit. NJ TRANSIT will hold these funds in a prepaid account ("Prepaid Account"). The funds in the Prepaid Account may be drawn upon by NJ TRANSIT to reimburse NJ TRANSIT for its Project Expenses and any other costs that may be due pursuant to this Permit. The Permittee shall authorize payment to NJ TRANSIT from the Prepaid Account within thirty (30) days after receipt of an invoice from NJ TRANSIT. Any reasonably disputed cost item(s) in any invoice may be deducted by the Permittee from the amount to be paid NJ TRANSIT provided the disputed items are sufficiently documented in writing and submitted pursuant to the Notice requirements in Section 5. Upon resolution of such dispute, all disputed amounts remaining due will be deducted from the Prepaid Account. The Permittee shall maintain a minimum of _____ dollars _____ in the Prepaid Account until no further payments are owed to NJ TRANSIT and no payments are in dispute. NJ TRANSIT may advise the Permittee when additional funds are required to replenish the account. NJ TRANSIT may immediately terminate the Permit if the Permittee fails to provide such additional funds to NJ TRANSIT within five (5) business days after notification from NJ TRANSIT. In the event any funds remain in the Prepaid Account after completion of the Work, the Permittee will provide notice to NJ TRANSIT of its demand for release of the funds. If and when no further payments are owed to NJ TRANSIT or if no

payments are in dispute, NJ TRANSIT will release the remaining balance in the Prepaid Account to the Permittee.

21. Before leaving the Property identified in Exhibit A, the Permittee shall restore the Property at its sole cost and expense to the same condition it was in prior to start of the Work, and such restoration work shall be approved by Contract Operator or NJ TRANSIT. If the Permittee fails to commence or complete said restoration work, NJ TRANSIT or the Contract Operator may undertake such restoration work and the Permittee hereby agrees to reimburse NJ TRANSIT for all costs and expenses in connection therewith.
22. In granting this Permit, NJ TRANSIT or the Contract Operator will assume no obligation whatsoever in connection with the use, Work and or occupancy of the Property by the Permittee and is not obligated to make any repairs to the Property or furnish workers, equipment or materials in connection with the use, Work and/or occupancy by the Permittee.
23. Availability of support staff is subject to operational requirements of the Contract Operator and NJ TRANSIT. NJ TRANSIT or the Contract Operator makes no guarantee of the availability of support staff in the issuance of the Permit. Neither NJ TRANSIT nor the Contract Operator will be responsible for any delays or damages due to the unavailability of support staff for the Work described in Exhibit B.
24. Indemnification
 - (a) To the fullest extent permitted by Law, the Permittee, and any of its Contractors, shall indemnify, defend, keep and save harmless the State of New Jersey, NJ TRANSIT, its Contract Operator, and other railroad(s) operating on the affected property, their successors, assigns, contractors, agents, employees, servants or officials, and each and every one of them or any other designee of NJ TRANSIT, (the "Indemnified Parties") from and against any and all claims, just or unjust, made against NJ TRANSIT or the Indemnified Parties on account of injuries, deaths, losses of any kind whatsoever, damages, suits, liabilities, judgments, claims for infringement of patent, trademark or copyright, cost and expenses which may in anywise accrue against the NJ TRANSIT or Indemnified Parties in consequence of the granting of a Permit or which may in anywise result therefrom, and whether or not it shall be alleged or determined that the cause thereof was the negligent acts or omissions of the NJ TRANSIT or the Indemnified Parties and the Permittee shall appear, defend and pay, as its own expense, all costs, including counsel fees, arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the NJ TRANSIT or the Indemnified Parties in any such action, the Permittee shall, at its own expense, satisfy and discharge the same.

- (b) The light rail operations at or near the site of the Work involve some risk, and the Permittee, as part of the consideration for a Permit, and with full knowledge and appreciation of such risk, shall release and waive any right to ask for or demand any special, direct, incidental, indirect, punitive, reliance or consequential damages, whether foreseeable or not, for or on account of any loss or injury to any property of the Permittee and its employees, including property in the care, custody, and control of the Permittee, and to the Facilities and contents thereof that are over, under, upon, or in the property of NJ TRANSIT or the Contract Operator, including loss of, or interference with, service or use thereof, or loss of profits or revenue, cost of capital, cost of replacement services, claims of customers or third parties, whether or not it shall be alleged or determined that the cause thereof was breach of contract, breach of warranty, negligent acts or omissions of the Indemnified Parties or the Permittee, their successors, assigns, contractors, agents, employees, servants and officials or of other persons.
25. In addition to other insurance carried by the Permittee, the Permittee shall carry, and cause to have carried during the Work, through and for the entire period of occupancy permitted herein, insurance coverage of the following kinds and minimum amounts:
- (a) Permittee's Comprehensive General Liability Insurance
- The Permittee, and its Contractors, shall purchase and maintain a comprehensive general liability policy of insurance. This policy shall protect the Permittee, NJ TRANSIT and the Indemnified Parties, against liability which arises in consequence of granting this Permit, including access thereto over NJ TRANSIT's adjacent property and/or which arises from any of the claims indicated in Indemnification Section 24(a) and (b) against which the Permittee is required to indemnify NJ TRANSIT. The policy is to be written by a good and solvent insurance company authorized to do business in New Jersey with an A.M. BEST Insurance Rating of "A-" or better or by companies acceptable to NJ TRANSIT. This policy shall name NJ TRANSIT, the State of New Jersey, and the Indemnified Parties as an additional insured by policy endorsement. The liability policy(ies) and insurance shall include a cross-liability coverage providing severability of interests so that coverage will respond as if separate policies were in force for each insured. The coverage limits of the policy shall be not less than \$5,000,000 combined single limit per occurrence for bodily injury and property damage. NJ TRANSIT reserves the right to require reasonable increases in the coverage limits from time to time. In addition, the policy shall include an ISO endorsement Form CG 24 17 10 01 or its equivalent providing contractual liability coverage for railroads listed as additional insureds.
- (b) Automobile Liability Insurance

Minimum of two million dollars (\$2,000,000) combined single limit per accident for bodily injury and property damage liability. This policy shall name NJ TRANSIT and the Indemnified Parties as an additional insured.

- (c) Contractors' and/or Subcontractors' Comprehensive General Liability Insurance

The Permittee shall furnish evidence by virtue of a standard certificate of insurance that, with respect to any work or activities performed by its contractors and/or subcontractors hereunder, they carry in their own behalf Comprehensive General Liability Insurance in the amount of \$5,000,000 per occurrence for damages arising out of bodily injuries or death and/or Property Damage. Coverage provided under this liability policy shall be on an occurrence basis and shall include, but not be limited to, premises operations liability, personal injury liability, property damage liability, contractual liability, independent contractors' liability and products liability. There shall be no coverage exceptions for property containing or adjacent to railroad facilities. This policy shall name NJ TRANSIT, the State of New Jersey, and the Indemnified Parties as an additional insured. The liability policy(ies) and insurance shall include a cross-liability coverage providing severability of interests so that coverage will respond as if separate policies were in force for each insured. Should the Permittee be self-insured, it is required to supply annually a letter certifying that it is self-insured and is complying with all laws and regulations required for self-insurance.

- (d) Contractor's Pollution Liability Insurance

The Permittee, or its Contractors shall procure contractor's pollution liability insurance covering the obligations assumed under the Permit and covering claims arising out of any sudden and/or non-sudden pollution or impairment of the environment, including clean-up costs and defense that arise from the operation of contractor or its subcontractor. Coverage under this policy shall have limits of liability with a minimum of \$2,000,000 per occurrence. This policy shall name NJ TRANSIT and the Indemnified Parties as additional insured.

- (e) Professional Liability insurance with a limit of not less than five million dollars (\$5,000,000) per claim where the Work involves or includes Contractor providing or performing design, architectural, engineering, consulting, or any professional services. If Contractor's services include software development, systems development, or outsourced systems, the insurance shall include coverage for liability arising from intellectual property infringement, information technology, and software development services. If the Professional Liability insurance is claims-made, the coverage shall remain in place for the greater of: (i) three (3) years from the expiration of this Contract as amended; or (ii) three (3) years from the date Company accepts the Work.

(f) Railroad Protective Public Liability Insurance

If work is to be performed within 50 feet of the HBLR right-of-way, in addition to the above the Permittee shall furnish evidence in the form of one signed copy and one certified copy of the Railroad Protective Public Liability Insurance Policy that, with respect to the operations it, its contractors, or any of its subcontractors perform, it has provided Railroad Protective Public Liability Insurance (AAR- AASHO form) in the name of NJ TRANSIT, Twenty First Century Rail Corp., providing for a limit of not less than \$2,000,000 single limit bodily injury and/or property damage combined, for damages arising out of bodily injuries to or death of all persons in any one occurrence and for damage to or destruction of property, including the loss of use thereof, in any one occurrence. Such insurance shall be furnished with an aggregate of not less than \$6,000,000 for all damages as a result of more than one occurrence. (Reference: "Standard Provisions for General Liability Policies" as contained in U.S. Department of Transportation, Federal Highway Administration, Federal Aid Highway Program Manual, Volume 6, Chapter 6, Section 2, Subsection 2, Attachment I, as amended).

- (i) The address of NJ TRANSIT Corp. shall appear as Director of Risk Management and Insurance, 283-299 Market Street, Suite 800, Newark, New Jersey 07102. The insurance hereinbefore specified shall be carried until all work required to be performed under the terms of the contract is satisfactorily completed and formally accepted.

(g) Workers' Compensation and Employer's Liability Insurance

The Permittee shall provide to NJ TRANSIT a certificate of insurance showing that the coverage the Permittee, its contractors and its subcontractors carry for Workers' Compensation is within the statutory limits of the State of New Jersey. In case any class of employees performing the Work under this Permit is not protected under the Workers' Compensation Statute, the Permittee shall provide and shall cause each contractor and subcontractor to provide employer's liability insurance for the protection of each of its employees as are not otherwise protected. Limits of Employer Liability are as follows:

Employer's Liability	\$1,000,000 each accident
	\$1,000,000 each employee disease
	\$1,000,000 policy limit – disease

- (h) (i) All insurance required by the Permit shall be provided at the sole cost of the Permittee and shall be in full force and effect until all work is completed to the satisfaction of NJ TRANSIT. Proof of insurance must be provided prior to entering upon the property, with a copy of the general accord statement being supplied to NJ TRANSIT's Manager Right-of-Way Engineering or his representative.
- (ii) All insurance policies or certificates shall contain the following cancellation notice:
- "This policy is not subject to cancellation or change until thirty (30) days after NJ TRANSIT has received written notice thereof as evidenced by return receipt of a registered letter addressed to the Director, Risk Management and Insurance, 283-299 Market Street, Suite 800, Newark, New Jersey 07102."
- (iii) All hazards to be covered shall include the so-called "XCU" coverage for explosion, collapse, and damage where work is to be done over or under NJ TRANSIT owned railroad property.
- (i) The foregoing insurance coverage is not intended to, nor does it limit the liability of the Permittee to hold the Indemnified Parties harmless as set forth in Section 24 above.
- (j) All policies shall be primary and non-contributory, and any insurance or self-insurance maintained by NJ TRANSIT shall not contribute to any loss. Further, the insurances shall contain a waiver of subrogation in the benefit of NJ TRANSIT as required by written contract and where permissible by law. A waiver of subrogation shall not be required for the Railroad Protective Public Liability Insurance.
- (k) All insurance certificates must bear this NJ TRANSIT Permit number. The original certificate shall be provided to NJ TRANSIT with a copy to the Contractor Operator at the addresses detailed in Section 5. Copies of these certificates shall be attached to this permit as Exhibit C and shall be provided prior to the execution of the permit. Each certificate shall bear this Permit Number. An originally-signed version of the executed TAPs with all exhibits, including the COIs, will be sent by NJ TRANSIT to the Light Rail Operator.
26. Neither NJ TRANSIT or its Contract Operator shall be liable to the Permittee for loss, damage or liability of any kind or nature whatsoever sustained by the Permittee, its successors, and assigns by reason of any failure to fulfill their obligations herein in the event of: any strike or walkout on the part of its employees or on the part of any other person or persons: any embargo or requirement of any

federal, state, municipal, or other governmental authority; or of any other event of any kind beyond the control of NJ TRANSIT or its Contract Operator that in any way affects the ability of NJ TRANSIT or its Contract Operator to perform its obligations herein. The Permittee shall not engage in any labor practices that result in labor disharmony between NJ TRANSIT or its Contract Operator and any of their labor forces.

27. The Permittee, at its sole cost and expense, shall obtain such licenses, permits or authority from Federal, State, Municipal or other government bodies or agencies as may be necessary and shall pay any and all fees, assessments and all federal, state and municipal taxes or other charges imposed or levied upon the operations described herein and shall save NJ TRANSIT harmless from any and all fines, penalties taxes fees or other liabilities arising in connection with any and all activities conducted by the Permittee on NJ TRANSIT Property.
28. The accepted Permit shall be accompanied by a check in the amount of \$500.00 as compensation for preparation of this Permit. Upon receipt of the funds, and all other required documents necessary to approve the permit, the executed Permit will be returned to the Permittee and a copy sent to the Contract Operator. As detailed in Section 19 the Permittee shall reimburse NJ TRANSIT for any additional labor, equipment and material costs incurred either by NJ TRANSIT or the Contract Operator resulting from the issuance of this Permit. The Permittee will make payment within thirty (30) days of receipt of invoicing.
29. Should the Permittee cancel or not appear as permitted herein, no refund shall be made of the fees paid by the Permittee, and the Permittee shall also reimburse all expenses incurred by NJ TRANSIT or its Contract Operator in connection with issuing this Permit.
30. This Permit may be terminated or suspended by NJ TRANSIT if the Permit conditions are not met or if in the sole opinion of NJ TRANSIT, the actions or inactions of the Permittee affect system safety or operations or both. NJ TRANSIT shall have the sole discretion to immediately terminate or suspend this Permit without advance notice to the Permittee. If the actions or inactions of the Permittee are such that they do not immediately affect the system safety or both, NJ TRANSIT shall notify the Permittee in writing that the Permittee's actions or inactions constitute a breach of the Permit. In such an event, the Permittee shall immediately cure such a breach or if it does not do so within five days of notice NJ TRANSIT shall have the right to terminate the Permit without further notice. In the alternative, NJ TRANSIT may elect to correct the breach of the Permit and charge the Permittee all costs (both direct and indirect) attributable to such action on the part of NJ TRANSIT. Any unauthorized activities by the Permittee on the Property not specifically allowed herein may be considered grounds for termination of this Permit.
31. This Permit may be modified by an amendment executed by both the Permittee and NJ TRANSIT.

32. Environmental Provisions

- (a) The Permittee shall provide NJ TRANSIT with copies of laboratory results for all environmental testing conducted on the Property. The Permittee shall also provide NJ TRANSIT with copies of all environmental reports and correspondence with regulatory authorities regarding any environmental issues on the Property. The Permittee shall be responsible for all notification and filing requirements of any governmental agency having jurisdiction over the Property.
- (b) The Permittee shall conduct all activities under this Permit in accordance with all applicable Deed Notices, Federal, State and local laws, rules and regulations, including, but not limited to, those which are designed to prevent or control the discharge of substances into the land, water or air; those designed to protect individual health and safety.
- (c) The Permittee will indemnify, hold harmless and defend NJ TRANSIT and the Indemnified Parties from and against any and all suits, actions, proceedings costs, fines, penalties and claims arising from the Permittee's violation of any such Deed Notices, laws, rules or regulations whenever such suits, actions, claims, or proceedings shall be commenced, or whenever such costs are accrued. The Permittee shall take necessary precautions to prevent the discharge of hazardous substances, including but not limited to, asbestos and petroleum products onto the Property or into the environment including the air. The indemnification obligations herein shall survive the completion or termination of this Permit.
- (d) The Permittee shall be responsible for the remediation of any hazardous substances that spill, or caused to be released, onto the Property as the result of the Permittee's actions.
- (e) The Permittee shall submit a deposit of \$1,000 for each permanent monitoring well that the Permittee proposes to install on the Property. Upon notification by NJDEP that a monitoring well is no longer required, the Permittee shall close said monitoring well within thirty (30) days of such notification, at which point the deposit will be returned. If the Permittee fails to close the monitoring well within the specified period, the deposit will be forfeited and NJ TRANSIT will close the monitoring well.
- (f) All waste materials, including drill cuttings, soil borings, well development and purge water, used personal protective and disposable sampling equipment, and decontamination wastes shall be the property of the Permittee, who shall be the generator of record. Such wastes shall be removed from the Property at the close of work each day.

- (g) Failure to comply with environmental requirements shall be considered grounds for default and NJ TRANSIT may terminate or suspend this Permit in accordance with Section 30. In addition, NJ TRANSIT reserves the right to notify regulatory authorities if it believes that any laws or regulations have been violated by the Permittee.

- 33. The Permittee shall comply with the Hi-Voltage Proximity Act of the State of New Jersey. The Permittee acknowledges that such compliance may require special workmanship, bonding, grounding, blocking and guarding procedures and hereby assumes all responsibility for all costs in connection therewith.

- 34. No director, Commissioner, officer, agent or employee of the Permittee and NJ TRANSIT shall be charged personally with any liability or held liable under any term or provision of this Permit or because of its execution or attempted execution because of any breach hereof.

- 35. This Permit shall be construed in accordance with the laws of the State of New Jersey. This Permit constitutes the entire agreement between the parties on the subject matter and may not be changed, modified, discharged or extended except by an instrument executed by both parties.

- 36. Unless stipulated elsewhere herein, this Permit shall terminate upon the earlier occurrence of one (1) year from the date of execution or upon the completion of the Work required in Exhibit B. The Permittee shall notify NJ TRANSIT when the Work is completed by submitting the "Work Completion Form" attached hereto as Exhibit D. The Permittee's obligations pursuant to Sections 17, 21, 24, 25, 26, 27, 32 and 33 shall survive termination of this Permit.

- 37. In the event that the "Permittee" actually consists of more than one individual or entity, the liability of such individuals or entities shall be joint and several under this Permit.

- 38. NJ TRANSIT reserves the right to approve all contractors and subcontractors involved in the Work, provided, however, that NJ TRANSIT's approval of a particular contractor or subcontractor shall not impair or reduce the Permittee's liability hereunder.

- 39. This permit is being signed and delivered by a legally authorized representative of the Permittee as its duly authorized and voluntary act.

- 40. This temporary access Permit and its terms and conditions are agreed to as of the _____ day of _____, _____.

(SIGNATURE PAGE TO FOLLOW)

NJ TRANSIT Corporation

By: _____

Name: _____

Title: **Deputy Chief
Light Rail Operations**

I, _____, a representative of the Permittee, hereby certifies that I have the full power and authority to enter into, deliver, and bind the Permittee to the duties and responsibilities of this Permit upon the terms and conditions as set forth herein.

Permittee: _____
(Signed)

Name: _____

Title: _____

Exhibit A

Property included within the Permit

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Exhibit B

Permittee's Scope of Work and Plans

The attached document, consisting of ___ page, details the proposed Work, which will be performed at the location(s) detailed in Exhibit A:

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Exhibit C

Certificates of Insurance

The certificates of insurance applicable to this Permit are attached hereto.

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Exhibit D

Notification of Work Completion

Light Rail Operations
NJ TRANSIT Corporation
283-299 Market Street
Suite 700
Newark, New Jersey 07102

Re: Temporary Access Permit No. _____

Please be advised that as of _____ all Work to be performed under the Temporary Access Permit has been completed.

Permittee: _____

By: _____ [Legally Authorized Representative]