

101.02 DEFINITIONS

B. Terms

The following is added:

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| <i>Safety Manager</i> | <i>Shall mean the individual or firms hired by the Insurance Broker or Owner to perform loss control oversight at the various work Sites.</i> |
| <i>Safety Representative</i> | The term refers to the full time person hired by the Contractor to be responsible for the management of all the Contractor's safety matters. The <i>Safety Representative</i> shall possess appropriate credentials as determined by the Authority and shall have successfully completed the 10-hour course given by OSHA in Construction Safety and Health. The Chief Engineer or his designee may accept other safety certifications or safety training in lieu of the above. |
| <i>Excluded Parties</i> | <p>a. "Excluded Parties" are contractors, subcontractors, and other individuals who are hazardous materials removal and/or transport companies, vendors, suppliers, fabricators, material dealers, drivers, or others whose function is solely to supply materials, personnel, parts or equipment to and from the Site. This includes but is not limited to vendors, suppliers, fabricators, material dealers, drivers, truckers and crane owner/operators whose on-site employees are engaged solely in the delivery, loading, hauling, and/or unloading of material to or from the Site. Contractors and Subcontractors not working at the Project Site (such as deliverymen, truckers, haulers, etc.) and others who occasionally work/visit the Site are also excluded. Determination of who is an Excluded Parties shall be made by the Authority in consultation with the Contractor and the Insurance Broker.</p> <p>b. Notwithstanding any apparent limits to the definition of "Excluded Parties" described above, Owner reserves the right, in its sole discretion to remove or exclude (after first being included) any Contractor or Subcontractor from the OCIP, notwithstanding such party's apparent eligibility for same.</p> <p>c. "Excluded Parties" shall not be included under the OCIP. All Excluded Contractors, subcontractors and individuals as defined herein may be required to provide evidence of their own insurance to the Owner before access to the Site is allowed. The specific requirements are detailed in Subsection 106.20D.</p> |

OCIP
Administrator

Is defined as a representative of the Insurance Broker who is located at the Site or at Authority's Headquarters in Woodbridge, or in their specified office, and handles insurance enrollment, claims and other matters relating to the Owner Controlled Insurance Program.

OCIP Manual

Is the document which details all of the parameters of the OCIP. The OCIP Manual is a Contract Document and is hereby incorporated by reference in the contract. The failure of the Owner to include the manual in the Bid Documents shall not relieve Contractor of any of the obligations contained therein. The OCIP Manual is available on the Authority's Web Site (www.state.nj.us/turnpike/professional-services.html) under the *Engineering Guides and Information Section*. Follow the link titled "Owner Controlled Insurance Program (OCIP) Manual – Turnpike Widening Contracts" for Turnpike 6 to 9 Widening Contracts and "Owner Controlled Insurance Program (OCIP) Manual – All Other Contracts" for all other Contracts"

New Jersey
Turnpike Authority
Health and Safety
Plan (NJTA-HASP)
Requirements

Guidelines and minimum requirements for the development and implementation of the Contractor's Health and Safety Plan for the Authority's OCIP Program. *The NJTA-HASP Requirements is available on the Authority's Web Site (www.state.nj.us/turnpike/professional-services.html) under the Engineering Guides and Information Section. Follow the link titled "NJTA Minimum Guidelines for Contractor's OCIP Health and Safety Plan (HASP)"*

104.13 SANITARY, HEALTH AND SAFETY PROVISIONS

Add the following to the beginning of the subsection:

The Contractor [select one: (shall not have a), (shall have a Part-Time) or (shall have a Full-Time)] Safety Representative (SR) per the NJTA Minimum Guidelines for Contractor's OCIP Health and Safety Plan (HASP), Page 10, Item 3.03(A)(3).

[Note to Designer: The Authority Project Manager will determine if the contract will require a Safety Representative and if he shall serve as on a Part-Time or Full-Time basis]

(A) INSURANCE TO BE PROVIDED BY OWNER

- (3) Excess Liability Insurance shall have a minimum limit of *One Hundred* Million Dollars (\$100,000,000.00) each accident or occurrence, subject to a minimum limit of *One Hundred* Million Dollars (\$100,000,000.00) aggregate, in excess of the underlying limits and terms as set forth in coverage items above.

(B) NOTES AND ADDITIONAL CONDITIONS

- (19) The Contractor shall promptly notify the ~~On-Site~~ Insurance Administrator at the completion of each Subcontractor's Work at the Site.

(C) INSURANCE TO BE PROVIDED BY CONTRACTOR AND SUBCONTRACTORS

As directed by the Chief Engineer, the Contractor and each of its Subcontractors shall procure, at its sole cost and expense, and shall maintain in force at all times during this Contract until Final Acceptance, policies of insurance as herein below set forth, written by companies approved and otherwise reasonably acceptable by the Owner or its designee and shall deliver to the Authority evidence of such policies. These policies must:

- Be written in accordance with the requirements of subparagraphs 1-6 below, as applicable;
- Be endorsed in form acceptable to the Authority to include a provision that the policy will not be canceled, materially changed, or not renewed without at least thirty (30) days prior written notice to the Authority, attention OCIP ~~On-Site~~ Insurance Administrator, by Certified mail, return receipt requested;