

101.02 DEFINITIONS

B. Terms

Safety Representative	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 Safety Representative 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.
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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). **[For Part-Time SR, add the following: The Part-Time SR working hours shall be defined as () hours per week.]**

[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. The Project Manager will also indicate the number of hours required from the Part-Time Safety Representative.]

(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 ~~the~~ 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 Insurance Administrator, by Certified mail, return receipt requested;
- State or be endorsed to provide that the coverage afforded under the policies shall apply on a primary and not on an excess or contributing basis with any policies which may be available to the Owner.
- State or be endorsed to provide Waiver of Subrogation for General Liability, Automobile Liability and Workers Compensation coverage;
- Name as Additional Insured, The Authority, its commissioners, officers, employees and agents.
- Policies written on a "claims-made" basis are not acceptable.
- At least thirty (30) days prior to the expiration of the policies, evidence of renewal or replacement policies or insurance, with terms and limits no less favorable as the expiring policies, shall be delivered to the Authority.
- Deductibles or self-insured retentions above \$25,000 will require approval from the Authority.

(1) Special Insurance to be provided by Applicable Contractors and Subcontractors as defined below:

- (a) As respects any watercraft (Boats, Barges, etc.) used during the performance of this contract, Marine Protection and Indemnity Insurance covering all marine hazards arising

from this contract; including injuries to crew members, if not provided through other insurance; Bodily Injury to third parties and Property Damage to wharves, piers and other structures and loss or damage to other vessels not caused by collision. The policy shall be subject to a limit of liability of not less than \$5,000,000 per occurrence and \$10,000,000 in the aggregate. If the policy is subject to an aggregate limit, replacement insurance will be required if it is likely such aggregate will be exceeded.

- (b) If the project includes transportation of Hazardous Waste/Material from the project site, the Contractor or Subcontractor who transports the hazardous waste/materials from the work site which requires a Hazardous Waste Manifest, and such transport is related to the Work, coverage for bodily injury or property damage including liability for environmental restoration resulting from negligence in the operation, maintenance or use of any motor vehicle involved in the transportation of hazardous waste pursuant to all applicable Federal, State and local laws, rules and regulations, MCS-90 Endorsement must be attached to the policy and supplied on a primary basis with a \$5,000,000 limit of liability.

Said Environmental Liability Insurance shall be in effect from the time the Owner permits the asbestos abatement, lead abatement or other environmentally regulated substances and materials work to begin through the completion of the work.

- (c) Upon award or upon selection of the Subcontractor, the Contractor shall additionally furnish evidence to the Engineer that the disposal facility chosen has the minimum Environmental Liability Insurance required by applicable Federal, State and local regulations for the duration of the Work.

Any additional insurance policies necessary to obtain required permits or otherwise comply with applicable law, ordinances or regulations regarding the performance of the Work will be provided upon request of the Chief Engineer.

- (d) Aircraft Liability Insurance

If the Contractor or subcontractor is engaged in any operations utilizing aircraft, it shall maintain aircraft liability insurance in an amount not less than \$10,000,000,

written on an occurrence basis.

This policy shall name the Authority, its commissioners, officers, employees and agents as additional insured.

- (2) Specific Insurance Policies to be provided by All Contractors and Subcontractors:
 - (a) Commercial Automobile Liability Insurance policy in Contractor's name with the Owner and all other Indemnified Parties under the Contract named as additional insureds with limits of liability in the amount of \$2,000,000 each occurrence on a combined single limit basis for injuries to persons (including death) and damage to property arising out of the ownership, maintenance or use of any owned, hired or non-owned motor vehicle. If the policy is subject to an aggregate limit, replacement insurance will be required if it is likely such aggregate will be exceeded.
 - (b) To the extent required by law Statutory Workers Compensation Insurance and Employers Liability Insurance including Maritime Coverage, if appropriate, for operations AWAY FROM THE SITE. Employers Liability Limits shall be at least \$1,000,000 each accident.
 - (c) Commercial General Liability for operations AWAY FROM THE SITE for each Contractor and all Subcontractors. The limits shall be \$2,000,000 each occurrence including Products/Completed Operations with a \$2,000,000 Aggregate. If the policy is subject to an aggregate limit, replacement insurance will be required if it is likely such aggregate will be exceeded. Each liability policy shall contain an Additional Insured Endorsement naming the Owner and any other entity designated by Owner as Additional Insured, equivalent to the latest ISO Form CG 2010 and will state that the coverage provided to the Additional Insureds is primary and non-contributing with any other insurance available to the Additional Insured.
 - (d) Umbrella Liability Insurance for operations AWAY FROM SITE for each Contractor and all Subcontractors. The limits shall be \$3,000,000 Each Occurrence and Annual Aggregate in excess of those underlying policy limits referenced in 2 a ,b and c above.
 - (e) Contractor waives, and will require any and all Subcontractor(s) to waive, all rights of recovery under subrogation, because of deductible clauses, inadequacy of limits of any insurance policy or otherwise (including, but

not limited to, property damage to equipment, materials and any loss due to business interruption) against the Owner and all other Indemnified Parties under the Contract are included in the Contract and any Contractor or Subcontractor performing work or rendering services in connection with the project, and agrees to effect a waiver of subrogation in favor of the above entities on all policies of insurance, including, but not limited to, property insurance policies covering personal property of any kind, any loss due to business interruption, equipment, materials, owned, hired or in the care, custody or control of the Contractor or such Subcontractor(s). Contractor shall require that all insurance policies related to the Work secured by Contractor or its Subcontractors include clauses providing that each insurance carrier shall also waive all of its rights of recovery by subrogation, or otherwise, against Contractor together with the same parties referenced immediately above in this Section. Contractor shall require similar written express waivers and insurance clauses from each of its Subcontractors. This provision shall apply to each Contractor and Subcontractor performing work or rendering services on behalf of Owner in connection with the planning and development of the Project irrespective of whether or not it is enrolled in the OCIP. A waiver of subrogation shall be effective as to any individual or entity even if such individual or entity (a) would otherwise have a duty of indemnification, contractual or otherwise, (b) did not pay the insurance premium directly or indirectly, and (c) whether or not such individual or entity has an insurable interest in the property damaged.

- (f) In addition to the requirements contained elsewhere in this agreement, all Excluded Contractors and excluded subcontractors shall, at a minimum, separately procure and maintain the insurance required in this section. Additionally all Contractors shall require, and monitor for compliance, their respective excluded subcontractors, to maintain the following insurance:
 - (1) Workers Compensation Insurance with statutory limits as required in the State(s) where any operations are being performed, including Maritime coverage, if appropriate, and Employers' Liability limits of not less than \$1,000,000 each accident.
 - (2) General Liability Insurance covering claims for personal injury, bodily injury and property damage arising out of the Work and in a form providing

coverage not less than that of a standard Commercial General Liability Insurance policy ("Occurrence Form"). Such insurance shall provide coverage for all operations and include independent contractors, products completed operations for two (2) years after final Acceptance of the Work and final payment has been made contractual liability, explosion, collapse, and underground hazards. The policy shall include an additional insured endorsement in accordance with Paragraph c above. The policy shall include an additional insured endorsement in accordance with Paragraph c above. The limits of such insurance shall not be less than \$2,000,000 per occurrence, \$2,000,000 general aggregate limit and \$2,000,000 aggregate for products and completed operations. If the policy is subject to an aggregate limit, replacement insurance will be required if it is likely such aggregate will be exceeded. Each liability policy shall contain an Additional Insured Endorsement naming the Owner and any other entity designated by Owner as Additional Insured, equivalent to the latest ISO Form CG 2010 and will state that the coverage provided to the Additional Insureds is primary and non-contributing with any other insurance available to the Additional Insured.

- (3) Commercial Automobile Liability Insurance covering all owned, non-owned and hired automobiles, trucks and trailers. Such insurance shall provide coverage not less than the Standard ISO Commercial Automobile Liability policy with limits not less than, \$2,000,000 Combined Single Limit and naming the Owner and all other Indemnified Parties under the Contract as additional insureds.
- (4) Umbrella Liability Insurance with limits of \$3 million per occurrence and annual aggregate in excess of those policies listed in (1), (2) and (3), above. If the policy is subject to an aggregate limit, replacement insurance will be required if it is likely such aggregate will be exceeded.

(E) INSURANCE TO BE PROVIDED BY CONTRACTORS AND
SUBCONTRACTORS IN THE EVENT OF TERMINATION OF THE
OCIP

(10) INSURANCE, CERTIFICATE AND ENDORSEMENT
REQUIREMENTS.

Each of the above required policies shall contain the endorsements
as stated below:

- Thirty (30) days notice of cancellation or any restriction in coverage by registered mail to the New Jersey Turnpike Authority.
- All policies, except Workers Compensation and Employer's Liability Insurance, shall contain a waiver of subrogation clause in favor of the New Jersey Turnpike Authority.
- With respect to policies (1),(2),(4) and (6), the other insurance clause under each policy shall be amended to read as follows: "This policy will act as primary insurance and not contribute with policies issued to the New Jersey Turnpike Authority."