

PROPOSAL

NEW JERSEY TURNPIKE AUTHORITY

NEW JERSEY TURNPIKE /GARDEN STATE PARKWAY (SELECT ROADWAY)

CONTRACT NO. [insert contract number]

[insert contract Title]

To the CHAIRMAN OF THE NEW JERSEY TURNPIKE AUTHORITY

For Garden State Parkway/New Jersey Turnpike (select roadway) Contract (insert contract number, title and location). (insert a short contract description)

The Undersigned hereby declares that they have carefully examined the Contract Documents for the construction of the project named above; that they have carefully examined the sites of the Project as required; and that they will contract to carry out and complete the said Project as specified and delineated at the price per unit of measure for each scheduled item of work stated in the;

_____ **Attached Scheduled Items of Work**

_____ **Electronically Submitted Scheduled Items of Work (The Firm Name submitting the Scheduled Items of Work shall be the same Firm Name of Bidder in the Proposal)**

(Check One)

(Firm Name of Bidder)

(Principal)

(Seal)

(Name and Title)

(Date)

Special Notice to Bidders:

Bidders are advised that this contract provides insurance coverage furnished through an Owner Controlled Insurance Program (known as "OCIP" or "Wrap-up" Program) with certain specified insurance coverages, such as Automobile Liability Insurance, to be furnished by the Contractor. Contractors shall exclude the insurance costs in their bid for those coverages that are provided by the New Jersey Turnpike Authority. Requirements that the contractor furnish General Liability, Workers Compensation and other types of insurance have been modified or deleted in this Bid Document. Such modifications or deletions are set forth in Subsection 106.20 and elsewhere in this Bid Document.

B. Terms

The following is added:

~~[Include the following with contracts utilizing Authority furnished insurance:]~~

~~Contract~~

~~The Contract Documents shall also include the Construction Safety Manual.~~

[Include the following with contracts utilizing electronic bidding:]

Electronic Bidding

The submission of the Scheduled Items of Work, as part of a Contractor's Proposal, through the portal on the Authority's website.

[Include the following with all contracts:]

Owner

Is defined as the New Jersey Turnpike Authority. Whenever in Subsection 106.20 the approval, consent, concurrence or permission of the Owner or Authority is required or authorized (an "Approval"), the approval of the Chief Engineer or his designee shall be deemed the approval of the Owner.

Third Party Contractor

Shall mean all persons, firms, partnerships or corporations entering into the contract with the Owner to assist Owner in Owner's responsibilities

Insured

Includes Owner, Contractor, any Third Party Contractor retained by Owner as applicable, Subcontractors, and Sub-Subcontractor named in a policy or a Certificate of Insurance signed by a duly authorized representative of the Insurer

Insurance Broker

Shall mean an individual or organization representing the Owner in soliciting, negotiating or buying coverage and rendering services related to these functions.

Insurer

Shall mean the insurance carrier providing any or all of the insurance to be provided by Owner.

Site

Shall mean the location described in the Contract Documents.

Employees

Shall include all laborers, craftspersons, superintendents and executive officers engaged in wage paid employment at the Site in connection with the Work.

Payroll

Shall mean all wages of subject employees earned for hours worked for the above Contract subject to the standard exclusions provided by the applicable New Jersey law.

OCIP or Wrap-up

Shall mean Owner provided and paid insurance program with the insurance coverages and limits described in Subsection 106.20.

Safety Manager

Shall mean the individual or firms hired by the Insurance Broker or Owner to perform loss control oversight at the various work Sites.

Contractor's Safety Engineer	<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 Safety Engineer 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 Contractors	<p><i>a. "Excluded Contractors" 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 Contractor shall be made by the Authority in consultation with the Contractor and the Insurance Broker.</i></p> <p><i>b. Notwithstanding any apparent limits to the definition of "Excluded Contractor" 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.</i></p> <p><i>c. "Excluded Contractors" 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.</i></p>
Insurance Administrator	<i>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.</i>
OCIP Manual	<i>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/buss.htm) under the location entitled "Business Center". Follow the link entitled <u>"Owner Controlled Insurance Program (OCIP) Manual – Turnpike Widening Contracts"</u> for Turnpike 6 to 9 Widening Contracts and <u>"Owner Controlled Insurance Program (OCIP) Manual – All</u></i>

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 (Included in Appendix V).

Health and Safety Plan

A written plan or plans that outline the safety management systems that will be used by the contractor to control losses at their job sites.

SECTION 104 - CONTROL OF WORK

[Include the following in contracts utilizing authority furnished insurance:]

104.03 — **PLANS AND SPECIFICATIONS**

The following is added:

The Construction Safety Manual is included in the Supplementary Specifications as Appendix ~~insert Appendix letter~~.

[Including the following for all contracts]

104.14 CONSTRUCTION SAFETY

Contractors shall be required to insure that all employees, subcontractors and their suppliers, while on the job site and in conduct of Authority contracts, comply with all provisions of the *NJTA-HASP Requirements and any other project specific Health and Safety Plan(s)*. The Contractor shall familiarize himself with the contents appropriate to his operations. The provisions of the *Health and Safety Plans* will be strictly enforced. Non-compliance with safety specifications will be treated in the same manner as non-compliance with any Contract item. Willful or repeated non-compliance could result in the shutdown of the job or the suspension of a portion thereof.

The Federal Occupational Safety and Health Standards, 29 C.F.R. 1910 and 1926 (and all future revisions or additions) are required by law to be followed on all work.

The *NJTA -HASP Requirements and any other project specific Health and Safety Plan(s)* are supplementary documents to this law, and does not negate, abrogate, alter or otherwise change any provisions of OSHA, or any other applicable laws.

Where other provisions in the Specifications conflict with provisions in the – *NJTA-HASP Requirements and any other project specific Health and Safety Plan(s)*, the more stringent requirements, as determined by the Engineer, shall govern.

106.20 INSURANCE

NOTE TO THE DESIGNER: Include (I) in contracts requiring work to be performed on, over, or beneath the properties of a Railroad Company located within the work site.

~~(I) Railroad Protective Liability Insurance~~

~~In addition to any other forms of insurance or bonds required under the terms of the Contract Documents, when work under the Contract is to be performed on, over, or beneath the properties of a Railroad Company located within the work site, Contractor will be required to comply with the following provisions:~~

~~*(Insert the insurance provisions obtained from the railroad companies)*~~

~~A copy of the original of policy approved by the railroad company shall be submitted to the Engineer before the Contractor will be permitted on railroad company property. The Contractor and his insurance representative must reconcile all policy requirements to the satisfaction of the railroad and the Engineer. The requirements of this paragraph are in addition to the general requirements of this Subsection.~~

The following is added to all contracts.

Replace this Subsection in its entirety with the following:

The Contractor is advised that this Contract is entered into solely on the basis that insurance will be provided through an Owner Controlled Insurance Program (known as 'OCIP' or 'Wrap-up Program') with only some insurance such as, but not limited to, Automobile Liability, to be provided by the Contractor. The Bidder's attention is directed to this entire Subsection 106.20 which has been modified to implement the 'OCIP' or 'Wrap-up Program' for this solicitation.

The Contractor, for informational purposes only, within days after award of the Contract, may be required to provide their insurance costs that would have been submitted with the bid if the OCIP had not provided for the following coverages:

- *Workers' Compensation – Statutory and Employer's Liability limits of not less than One Million Dollars (\$1,000,000. 00).*
- *General Liability – Two Million Dollars (\$2,000,000.00) per occurrence/Two Million Dollars (\$2,000,000.00) annual general aggregate and Two Million Dollars (\$2,000,000.00) annual products and completed operations aggregate.*
- *Excess/Umbrella Liability – Three Million Dollars (\$3,000,000.00) per occurrence, subject to a Three Million Dollars (\$3,000,000.00) annual aggregate, in excess of underlying limits and terms.*

(A) INSURANCE TO BE PROVIDED BY OWNER

The Owner, prior to the commencement of the Work, will provide and maintain at its own expense the following insurance coverages for the benefit of the Contractor and Subcontractor and Third Party Contractor(s) as applicable performing Work at the work site. Except as otherwise provided below, such insurance coverages will continue in force until acceptance of the Work by the Owner. Insurance provided by the Owner applies only to operations of and for each Insured at the Site. It does not apply to the operations of any Insured in his regularly established main or branch office, factory, warehouse, fabrication shop or similar place or any other work site.

- (1) *Workers' Compensation Insurance in compliance with the laws of the State of New Jersey, including Employer's Liability Insurance (with limits of not less than One Million Dollars (\$1,000,000.00) covering the Owner, Contractor and Contractor's designated subcontractors for operations performed in connection with the Work at the Project site.) A separate policy will be issued for each insured. Policies will be renewed and continued until Acceptance of the Work.*
- (2) *Commercial General Liability Insurance (excluding Automobile), in the Owner's name in the standard ISO form or its equivalent approved by*

the Authority, with all Contractors, Subcontractors, and Third Party Contractor(s), as applicable, named as insureds and all other indemnified parties under the contract as additional insureds.

Bodily Injury and Property Damage:

Total combined per occurrence Limit of Liability for all insureds is Two Million Dollars (\$2,000,000.00) subject to a Four Million Dollars (\$4,000,000.00) general aggregate and a Four Million Dollars (\$4,000,000.00) products and completed operations aggregate. Coverage terms will be provided upon request.

Coverage Details:

Standard Commercial General Liability Form

- *Employee Exclusion Removed*
- *Blanket Contractual Liability*
- *Broad Form Property Damage – Including Completed Operations*
- *Independent Contractors Coverage*
- *Products/Completed Operations – extending 6 years after project completion (The limits for products/completed operations shall apply as a one time separate aggregate limit for the entire extension period.)*
- *Blanket Underground, Explosion and Collapse – (X,C,U) Liability*
- *Non-Owned Watercraft*
- *Employees as Additional Insureds*
- *Broadened Notice of Occurrence*
- *Broadened Knowledge of Occurrence*
- *Incidental Medical Malpractice*
- *Severability of Interest*

- (3) *Excess Liability Insurance shall have a minimum limit of Fifty Million Dollars (\$50,000,000.00) each accident or occurrence, subject to a minimum limit of Fifty Million Dollars (\$50,000,000.00) aggregate, in excess of the underlying limits and terms as set forth in coverage items above.*

NOTE TO DESIGNER: Determine from the Authority Project Manager if Builders's Risk/Installation Floater Insurance Policy is required for the Contract.

Include the following for all Contracts that will provide Builders Risk/Installation Floater Insurance

- (4) *All Risk Builders Risk/Installation Floater Insurance Policy. The Authority **will** provide Builders Risk insurance covering the interests of each Insured, including Contractors and Subcontractors, as their interest may appear, in all real and personal property owned, used or intended for use or hereafter created, installed or acquired, including while in the*

course of building, erection, installation and assembly as follows: Each occurrence and aggregate limit no less than \$20,000,000 or the value of the project, whichever is less. Tools owned by mechanics, and machinery, tools and equipment and other personal property of any kind owned, rented or in the care, custody and control of the Contractors and Subcontractor used in the building, erection, assembly and installation will not be covered. Contractor agrees to waive any rights of subrogation against any other enrolled contractors for damage to any of the above listed items.

Include the following for all Contracts that will not provide Builders Risk/Installation Floater Insurance

- (4) All Risk Builders Risk/Installation Floater Insurance Policy. The Authority **will not** provide Builders Risk insurance
- (5) Contractors Pollution Legal Liability Insurance in the amount of Twenty-five Million Dollars (\$25,000,000.00) per occurrence and in the aggregate, with respect to any operation of the Contractor or any of its Subcontractors, including the transportation endorsement. This policy or policies will be purchased by the Owner on behalf of all Contractors and will name the Owner as an Additional Insured.
- (6) *If the Contractor or Subcontractor is engaged in any operation requiring a permit from a Railroad Company located within the work site, the Owner will provide Railroad Protective Insurance.*

Include (6 – above) in all contracts.

Include (6 - below) in contracts requiring work to be performed on, over, or beneath the properties of a Railroad Company located within the work site AND insurance and permit requirements are known at the time of design.

NOTE TO DESIGNER: Railroad Insurance and Permit requirements shall be inserted and referenced via appendices.

- (6) *If the Contractor or Subcontractor is engaged in any operation requiring a permit from a Railroad Company located within the work site, the Authority will provide Workers' Compensation, Commercial General Liability Insurance (excluding Automobile), Excess Liability Insurance and Contractors Pollution Legal Liability Insurance in such amounts and such limits as set forth in this Section 106.20 and Railroad Protective Insurance in accordance with the requirements contained in the appendices below:*

Note to Designer: List Railroad appendices here.

Contractor will provide Automobile Insurance as required by each Railroad Company, and other insurance not set forth above in this paragraph, as required by each Railroad.

(B) NOTES AND ADDITIONAL CONDITIONS

- (1) *All Contractors and Subcontractors will be furnished a copy of certificate of insurance as evidence of coverage.*
- (2) *All premiums for the insurance set forth in Section B above, will be paid by the Owner, and any and all adjustments, including return premiums and dividends for Worker's Compensation Insurance, General Liability Insurance and Builders All Risk Insurance shall be paid to and belong to the Owner. Contractor and all Subcontractors will execute any instruments of assignment necessary to permit Owner receipt of these adjustments.*
- (3) *Loss, if any, covered by the Builders All Risk Insurance policy is to be adjusted by and payable to the Owner.*
- (4) *With respect to Worker's Compensation, Employers' Liability and General Liability, all Contractors and Subcontractors should inform their insurance broker or agent not to include rating data from work at the Site in their reporting procedures for the calculation of premiums or otherwise.*
- (5) *Waiver of Subrogation - To the extent Contractor or its Subcontractor(s) are insureds under a policy of insurance provided under the OCIP, they each hereby waive their right and the right, if any, of their insurers, to obtain subrogation against others insured by the OCIP. In addition, the OCIP underwriters hereby waive their right of subrogation against the named insureds.*
- (6) *The Contractor and Subcontractors shall cooperate with and assist, in every possible manner, the representatives of the Owner, the insurance brokerage representatives and insurers with respect to:*

 - (a) *Accident Prevention and Claims Procedures.*
 - (b) *The adjustment of all claims arising out of operations within the scope of the Contract, including litigation of such claims.*
 - (c) *The Reporting of Claims. All incidents must be reported within 24-hours of injury or damage using methods as provided for by the OCIP Administrator.*

- (7) *The Owner will provide each participant in the OCIP with an OCIP-Manual (which includes summaries of the insurance coverages, loss control procedures, claim procedures, reporting requirements and enrollment forms) and a Safety Advisory (which overviews health and safety good practices and regulatory requirements). Enrollees shall familiarize themselves, incorporate them into their contracts with other Enrollees and comply with the requirements contained in the OCIP Manual. The OCIP Manual is available on the Authority's Web Site.*
- (8) *Contractor agrees to allow workers to be tested post-injury for Alcohol and illegal drugs at the Owner's cost.*
- (9) *The Contractor shall participate in safety site visit(s) by the OCIP Administrator and the insurance carriers providing the OCIP coverages. The Contractor shall keep minutes of all such site visits, noting any items identified as safety issues as well as the recommendations and actions of the Contractor to address such issues.*
- (10) *The Contractor agrees to report payroll to the OCIP Administrator on a Monthly or Weekly basis (TBD) per their Internet-Based reporting system.*
- (11) *The Contractor agrees to comply with all requirements and complete and submit all forms required in the OCIP Manual in a timely manner.*
- (12) *The Contractors and Subcontractors shall cooperate with and assist all insurance companies issuing any of the policies of insurance mentioned above in the preparation of all necessary pertinent payroll audits for the purposes of developing and determining all premiums hereunder and shall keep their records relating to the contract in such a manner that said records can readily be separated from other Work the Contractors and Subcontractors are doing.*
- (13) *The Contractor and Subcontractors shall cooperate with any audit and inspection requests.*
- (14) *Owner shall have no obligation to provide insurance other than that referred to in this Contract and in the OCIP Manual. Contractor will review the coverage, limits of liability and insurance policies to satisfy itself that the coverage meets the needs of the Contractor and its Subcontractors. Nothing contained herein shall be deemed to place any responsibility on Owner for ensuring that the insurance required herein is sufficient for the conduct of Contractor's or Subcontractor's business. Owner assumes no responsibility for providing coverage in excess of the policy limits. Owner reserves the right to furnish other insurance coverage of various types and limits provided that such coverage will not be less than that specified in this Contract. The furnishing of insurance by Owner through the OCIP shall in no way relieve or limit or be construed to relieve or limit Contractor or any Subcontractor of any*

responsibility or obligation whatsoever otherwise imposed by this Contract, including any indemnity obligation which Contractor or any Subcontractor has to Owner pursuant to other sections of this Contract. Contractor acknowledges that Owner is not an agent, partner or guarantor of the OCIP insurance carriers and is not responsible for any claims or disputes between Contractor and the insurance carriers. Any type, quality or quantity of insurance coverage or increase in limits not provided by the OCIP which the Contractor requires for its own protection or on account of statute will be the responsibility of Contractor at its own expense.

- (15) *While it is the intent of the Owner to keep the OCIP in force until the Completion Date and Acceptance of the work, the Owner reserves the right to exclude a Contractor or Subcontractor or terminate or modify the OCIP or any portion thereof at any time. To implement this right to terminate or modify the OCIP, the Owner shall provide at least 45 days advance written notice to all Contractors or Subcontractors covered under the OCIP.*

In the event Owner elects to exclude a Contractor or Subcontractor or otherwise terminate or modify the OCIP, the affected Contractors and Subcontractors shall immediately be required to obtain replacement insurance coverage and the reasonable cost of such replacement insurance will be reimbursed by the Owner in accordance with the terms herein. Written evidence of such replacement insurance coverages shall be provided to the OCIP Administrator, as directed by the Chief Engineer or his designee. All insurance secured by Contractor or its Subcontractors pursuant to this section shall be in policies subject to Owner's reasonable approval as to form, content, limits of liability, cost and issuing company.

- (16) *The Contractor shall incorporate into all subcontract agreements and ensure that its Subcontractors incorporate in Sub-subcontract agreements all of the relevant provisions regarding Subcontractor requirements and obligations. Contractor shall be responsible for providing each Subcontractor with a copy of the OCIP Manual and the NJTA-HASP Requirements and requiring contractually that each Subcontractor comply with the provisions contained therein and this entire section of the contract.*
- (17) *No Property Insurance Coverage is provided for personal or business property, equipment, and office equipment, owned or used by the Contractor or Subcontractor other than as described herein. In the event the Contractor or Subcontractor maintains such insurance, such insurance shall include an insurer's waiver of subrogation in favor of the Owner.*

- (18) *The Contractor or Subcontractor may purchase such additional coverage(s) as it deems necessary for its own account, at its own expense and through its own efforts for exposures not covered by the OCIP.*
- (19) *The Contractor shall promptly notify the On-Site Insurance Administrator at the completion of each Subcontractor's Work at the Site.*
- (20) *The insurance coverages referred to in this Section 106.20 are set forth in full in the respective insurance policy forms, and the descriptions of such policies contained in this Subsection 106.20 or in the OCIP Manual are not intended to be complete or to alter or amend any provision of the actual insurance policies and in matters, if any, in which the description may be conflicting with such instruments, the provisions of the actual insurance policies shall govern.*

CONTRACTORS MUST EXCLUDE THE INSURANCE COSTS FOR CONTRACTOR AND ITS SUBCONTRACTORS IN THEIR BID FOR THOSE COVERAGES THAT ARE PROVIDED BY THE OCIP.

The Owner reserves the right to request a certification of insurance coverages of the Contractor and any of its Subcontractors to ensure that the cost of OCIP coverages have been excluded from the bid.

(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;*
- *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 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 i, ii and iii, above. If the policy is subject to an aggregate limit, replacement insurance will be required if it is likely such aggregate will be exceeded.*

(D) NOTIFICATION OF CONTRACT AWARD AND REQUEST FOR INSURANCE

When the Owner advises a successful bidder of the award of a Contract, the Owner will also notify the Insurance Broker. Notification to the Insurance Broker is required of all Contractors and Subcontractors.

- (1) *Any work sublet by a Contractor must be reported to and approved by the Owner.*

- (2) *The Contractor and his Subcontractors are required to complete the Contractor Insurance Information and enrollment forms as set forth in the Authority's OCIP Manual and return it to the designated OCIP Administrator. Upon receipt of this completed information, the designated OCIP Administrator will arrange for and send to the eligible Contractors or eligible Subcontractors:*
- (a) *A Certificate of Insurance evidencing Workers' Compensation and Employers' Liability coverage. The original policy providing coverage will be sent as soon as practicable.*
 - (b) *A Certificate of Insurance evidencing Commercial General Liability coverage.*
 - (c) *A Certificate of Insurance evidencing Umbrella Liability Insurance, if requested.*
 - (d) *A Certificate of evidencing All Risk Builders Insurance (if applicable).*

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

In the event that the OCIP is terminated for any reason, the Contractor shall procure and maintain, until acceptance by the Authority of the Project, insurance for liability for damages imposed by law and assumed under this contract, of the kinds and in the amount hereinafter provided. All insurance companies must be authorized to do business in the State of New Jersey, and must carry an A.M. Best Rating of A-VII or better. Before commencing any services hereunder, the Contractor shall furnish to the Authority a certificate or certificates of insurance (together with declaration pages if requested by the Authority) in form satisfactory to the Authority showing that it has complied with this article. The certificate or certificates and declaration pages shall provide that the policies shall not be canceled or restrict any coverage until 30 days prior written notice has been given the Authority. All certificates and notices of cancellation of change shall be mailed to: Chief Engineer, New Jersey Turnpike Authority, P.O. Box 5042, Woodbridge, NJ 07095-5050. Upon request, the Contractor shall furnish the Authority with a certified copy of each policy itself, including the provision establishing premiums.

In the event that the Contractor fails to provide or refuses to renew any insurance policy required to be maintained herein, or if such policy is canceled or modified so that the insurance does not meet the requirements contained herein, the Authority may refuse to make payment of monies due under this Contract. The Authority in its sole discretion may use such monies to purchase insurance on behalf of the Contractor.

The types and minimum limits of insurance shall be:

(1) COMMERCIAL GENERAL LIABILITY INSURANCE.

The minimum limits of liability for this insurance shall be as follows:

<i>Bodily Injury and Property Damage (Each occurrence combined single limit)</i>	<i>\$2,000,000</i>
<i>Personal Injury Each Occurrence</i>	<i>\$2,000,000</i>
<i>General Aggregate</i>	<i>\$2,000,000</i>
<i>Products Aggregate</i>	<i>\$2,000,000</i>
<i>Fire Damage Legal Liability</i>	<i>\$ 100,000</i>
<i>Medical Payments</i>	<i>\$ 5,000</i>

This policy shall name the Authority, its commissioners, 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 ISO Commercial General Liability policy.

This insurance policy shall include, Personal Injury, Broad Form Property Damage, Contractual Liability including the deletion of the coverage restriction related to work conducted within fifty (50) feet of a railroad, products, completed operation, X.C.U., and independent contractors coverages. With respect to products, completed operations coverage shall remain in force for a period of two (2) years following the completion and/or termination of the contract.

(2) BUSINESS AUTOMOBILE LIABILITY INSURANCE.

The Comprehensive Automobile Liability policy shall cover owned, non-owned and hired vehicles with minimum limits as follows:

<i>Combined Single Limit of Liability for Bodily Injury or Property Damage any one accident;</i>	<i>\$2,000,000</i>
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This policy shall name the Authority, its commissioners, officers, employees and agents as additional insureds.

The Contractor and any subcontractors, who will be transporting any hazardous materials, hazardous substances, hazardous wastes and contaminated soils as part of the work under this contract, shall provide the Authority with evidence of levels of financial responsibility as required by the Motor Carrier Act of 1980 and 49 C.F.R., Part 387.

The Contractor and/or subcontractor, as the case may be, shall provide the Authority with one of the following: (1) an Endorsement for Motor Carrier Policies of Insurance for Liability under Sections 29 and 30 of

the Motor Carrier Act of 1980 (Form MCS-90) issued by an insurer, (2) a Motor Carrier Surety Bond for Public Liability under Section 30 of the Motor Carrier Act of 1980 (Form MCS-82) issued by a surety, or (3) a written decision, order or authorization of the Interstate Commerce Commission authorizing the Contractor or subcontractor to self-insure pursuant to 49 C.F.R., Part 1043.5.

(3) 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.

(4) CONTRACTORS POLLUTION LIABILITY (CPL) INSURANCE.

With regard to services rendered by Contractors and/or their Subcontractors for this project, a Contractor's Pollution Liability Policy (CPL) shall be provided.

The CPL shall include, but not be limited to, coverage for on-site cleanup, bodily injury and/or property damage to third parties, contractual liability, and automobile liability for the transportation of materials to and from the project site, completed operations and a severability of interest clause.

The policy shall be issued on a project specific and occurrence basis dedicated exclusively to the project for the services rendered hereunder. The policy shall be renewed annually for the duration of the project and for a period of two (2) years following termination of the contract or the completion of the project. The minimum limits of liability dedicated to this project shall be as follows:

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

The policy shall name the Authority, its commissioners, officers, employees and agents as additional insureds.

(5) UMBRELLA LIABILITY INSURANCE

Umbrella liability insurance is required with limits in excess of those underlying policies stated under parts (a) (b) and (c) with minimum limits as follows:

Minimum limit each occurrence and annual aggregate \$3,000,000

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

(6) OWNER'S PROTECTIVE LIABILITY INSURANCE.

The contractor shall obtain and maintain a separate Owner's Protective Liability policy with minimum limits as specified below. This policy shall name the New Jersey Turnpike Authority, its commissioners, officers, employees and agents as named insured. The policy shall remain in force until completion of the project.

Minimum limits of liability for bodily injury and property damage combined C/S/L each occurrence and aggregate - \$5,000,000.

(7) MARINE LIABILITY INSURANCE.

If the Contractor or subcontractor is engaged in any marine operation, it shall maintain marine liability insurance in a minimum limit of \$10,000,000, written on an occurrence basis.

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

(8) 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.

(9) RAILROAD PROTECTIVE LIABILITY INSURANCE.

If the Contractor or Subcontractor is engaged in any operation requiring a permit from a Railroad Company located within the worksite, the Contractor will provide Insurance in such amounts and such limits as required by the individual Railroad Company.

(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 (a),(b),(d) and (f), 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."*

Insurance coverage in the minimum amounts provided for herein shall not relieve the Contractor or subcontractor of any liability which might exceed that amount, nor shall it preclude the Authority from taking such other actions as are available to it under any other provisions of this contract, or otherwise in law.

In the event that the Contractor or subcontractor fails or refuses to renew any insurance policy required to be maintained herein, or if such policy is canceled or modified so that the insurance does not meet the requirements contained herein, the Authority may refuse to make payment of monies due under this contract. The Authority, in its sole discretion, may use such monies to purchase insurance on behalf of the Contractor or subcontractor, or it may default the Contractor and direct the surety to complete the project. The Authority may waive or modify any requirement set forth in the insurance program set forth herein. During any period when the required insurance is not in effect, the Chief Engineer may suspend performance of the Contract. If the contract is so suspended, no additional compensation or extension of time shall be due on account of such suspension.

The Contractor shall also require all subcontractors to comply with the insurance requirements stated above, including providing evidence of such insurance coverages in the same manner as stated above. If any subcontractor cannot comply with this requirement, then such subcontractor shall be added under the Contractor's policies as an additional insured.

Notwithstanding that minimum amount of insurance coverage carried or required to be carried by the Contractor are specified herein, the liability of the Contractor shall not be limited to the amounts so specified and shall extend to any and all liability in excess of the insurance coverages so provided nor shall these minimum limits preclude the Authority from taking any action available to it under the provisions of the contract or otherwise in Law.

(11) ADDITIONAL PROVISIONS

- (a)** *Contractor and all Subcontractors shall not violate or knowingly permit to be violated any conditions of the*

policies of insurance provided by Owner under the terms of this Paragraph 106.20. All requirements and obligations imposed on the Contractor by this Paragraph 106.20, the OCIP Manual or the insurance policies referred to herein shall likewise, by Contractor or otherwise, be imposed on, assumed and performed by each of the Subcontractors.

- (b) The Contractor agrees and will require each Subcontractor to agree to keep and maintain an accurate and classified record of its payroll data and information in accordance with the requirements of the insurance company or companies and as required in the OCIP Manual. The Contractor and its Subcontractors agree to permit its books and records to be examined and audited periodically by the Insurer, Owner or their respective representatives. Prior to start of work, the Contractor shall furnish and cause its Subcontractors to furnish to Owner or its designee, in a form satisfactory to Owner as set forth in the OCIP Manual, an estimate of direct labor cost (listed by Standard Workers' Compensation Insurance classification) to be incurred in connection with the work at the Site, and the total price due each Subcontractor under its contract. Contractor shall provide Owner as requested or required, with certified payrolls for all on-site labor performed by Contractor and its Subcontractors. Failure by the Contractor to provide certified payrolls may, at Owner's option, be cause to withhold payment until compliance.*
- (c) Contractor shall deliver to the designated OCIP Administrator prior to the commencement of the work, satisfactory evidence of insurance coverage for Contractor on a standard ACORD form or other form as required by Owner. Sample ACORD certificate is included in the OCIP Manual. Upon request, copies of the actual insurance policies or renewals or replacements thereof shall be submitted to Owner. All policies of insurance the Contractor or Subcontractor are required to secure and maintain in accordance with this Contract will be placed with A.M. Best-rated VII or better insurance companies' satisfactory to Owner and shall provide sixty (60) days written notice of cancellation, non-renewal or reduction of coverage. Contractor will be responsible to pay all insurance premiums including any charges for required waivers of subrogation or the endorsement of Additional Insureds. All Insurance furnished by Contractor or its Subcontractors will be in full force and effect during contractor's performance under the Contract or as otherwise required by the Contract. The coverage and limits of insurance required in this Contract will not be construed as a limitation of liability to Owner or in any way modify the Contractor's or its Subcontractor's obligations to indemnify Owner. Contractor's failure to deliver satisfactory evidence of coverage shall not be*

construed as a waiver of Contractor's obligation to provide the required insurance coverage. Contractor shall be responsible for obtaining satisfactory evidence of insurance coverage from each of its Subcontractor's prior to commencement of Subcontractor's work.

Nothing contained in this Paragraph 106.20 shall relieve the Contractor and/or its Subcontractors of their respective obligations to exercise due care in the performance of their duties in connection with the Work and complete the Work in strict compliance with the Contract.

(12) ENVIRONMENTAL OBLIGATIONS AND INDEMNIFICATION

In fulfilling its obligations under the Contract, the Contractor and all Subcontractors shall comply with any and all applicable Federal, State and local laws, rules and regulations governing the handling, transportation, disposal and abatement of asbestos, asbestos containing materials, asbestos contaminated materials, lead paint materials, petroleum, petroleum constituents, and all other environmentally regulated substances and hazardous materials. The Contractor shall indemnify and hold harmless, without limitation, the indemnified parties from any and all fines, penalties and assessments levied against or imposed upon the Indemnified Parties as a result of the Contractor's failure to comply with any and all applicable federal, state and local laws, rules and regulations governing the handling, transportation, disposal and abatement of asbestos, asbestos containing materials, asbestos contaminated materials, lead paint materials, petroleum, petroleum constituents, and all other environmentally regulated substances and hazardous materials.

The liability of the Contractor under this section shall in no way be limited by the amount of insurance coverage provided and shall continue beyond the expiration of the Contract for claims, losses, expenses, fines, penalties and assessments which arise out of the Contractor's or its Subcontractor's performance during the term of the Contract.

Add the following Subsection:

106.25 WARRANTIES MADE BY CONTRACTOR

The Contractor represents and warrants:

- A. *That he is financially solvent, that he is experienced in and competent to perform the type of services contemplated by this Contract, that the facts stated or shown in any papers submitted or referred to in connection with his Proposal are true, and, if the Contractor be a corporation, that it is authorized to perform this Contract;*
- B. *That he has carefully examined and analyzed the provisions and requirements of this Contract and inspected the construction site, that from his own investigations he has satisfied himself as to the nature of all things needed for the performance of this Contract, the general and local conditions and all other matters which in any way affect this Contract or its performance, and that the time available to him for such examinations, analysis, inspection and investigation was adequate;*
- C. *That the Contract is feasible of performance in accordance with all its provisions and requirements and that he can and will perform in strict accordance with such provisions and requirements;*
- D. *That no Commissioner, officer, agent or employee of the Authority is personally interested directly or indirectly in this Contract for the compensation to be paid hereunder, and;*
- E. *That, except only for those representations, statements or promises expressly contained in this Contract, no representation, statement or promise, oral or in writing, of any kind whatsoever by the Authority, its Commissioners, officers, agents, employees or consultants has induced the Contractor to enter into this Contract or has been relied upon by the Contractor, including any with reference to: (1) the meaning, correctness, suitability, or completeness of any provisions or requirements of this Contract; (2) the nature, existence or location of materials, structures, obstructions, utilities or conditions, surface or subsurface, which may be encountered at the construction site; (3) the nature, quantity, quality or size of the materials, equipment, labor and other facilities needed for the performance of this Contract; (4) the general or local conditions which may in any way affect this Contract or its performance; (5) the price of the Contract; or (6) any other matters, whether similar to or different from those referred to in (1) through (5) immediately above, affecting or having any connection with this Contract, the bidding thereon, any discussions thereof, the performance thereof or those employed therein or connected or concerned therewith.*

Nothing in the Contract Documents or any other part of the Contract is intended as or shall constitute a representation by the Authority as to the feasibility of performance of this Contract or any part thereof. Moreover, the Authority does

not warrant or represent either by issuance of the Contract Documents or by any provisions of this Contract as time for performance or completion or otherwise that the Contract may be performed or completed by the times required herein or by any other times.

The Contractor further represents and warrants that he was given ample opportunity and time and by means of this subsection was requested by the Authority to review thoroughly all documents forming this Contract prior to opening of Proposals on this Contract in order that he might request inclusion in this Contract of any statement, representation, promise or provision which he desired or on which he wished to place reliance; that he did so review said documents, that either every such statement, representation, promise or provision has been included in this Contract or else, if omitted, that he expressly relinquishes the benefit of any such omitted statement, representation, promise or provision and is willing to perform this Contract without claiming reliance thereon or making any other claim on account of such omission.

The Contractor further recognizes that the provisions of this Subsection, (though not only this Subsection) are essential to the Authority's consent to enter into this Contract and that without such provisions, the Authority would not have entered into this Contract.