



**New Jersey Sports & Exposition Authority**  
Lyndhurst, New Jersey

# PROJECT MANUAL

for

## **NJSEA Arena Stair and Ramp Repairs**

Contract No.CN-303

**Book 3 of 4**

**GENERAL CONDITIONS AND REQUIREMENTS**

**January 13, 2026**

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**GENERAL CONDITIONS**

**1.0 DEFINITIONS**

- 1.1 Whenever used in these Contract Documents, the following terms and abbreviations have the meanings indicated, which are applicable to both the singular and plural thereof:

Addendum(a) - Written instructions issued prior to the opening of Bids which clarify, correct or change the bidding requirements or the Contract Documents.

Bid - The proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

Bidder - Any corporation, partnership, or individual who submits a bid for the Work.

Change Order - A document recommended by the Project Representative, signed by the Contractor and the NJSEA, authorizing an addition, deletion or revision in the Work, an adjustment in the Contract Price, Time, and/or Conditions, and issued on or after the Effective Date of the Contract.

Contract - The Written Contract between the NJSEA and the Contractor covering the Work to be performed. Other Contract Documents are attached to it and made a part thereof, as provided in the Contract.

Contractor - The company to whom the Contract has been awarded and who is responsible for performing the Work.

Day - A calendar period of twenty-four (24) hours, beginning with midnight and ending just before the following midnight, shall constitute a day. When unmodified, it shall mean a calendar day, and not a working day.

NJSEA - The New Jersey Sports & Exposition Authority. Owner.

NJDEP or DEP - New Jersey Department of Environmental Protection

Owner - The individual, company, or other legal entity identified in this Agreement as the party contracting for the performance of the Work. The Owner is responsible for providing project funding, making payments to the Contractor, and exercising all rights and responsibilities set forth in the Contract Documents.

Project - The total construction or obligation under the Contract, of which the Work to be provided may be the whole or a part, as indicated elsewhere in the Contract Documents.

Project Representative - The person, firm, or corporation named by the NJSEA to be its representative for the Project.

Successful Bidder - The Contractor, the lowest qualified, responsible bidder to whom the NJSEA awarded the Contract.

Work - The entire completed construction, or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor, and furnishing and incorporating materials and equipment into the construction, all as required by the Contract Documents.

Working Day - A day on which the NJSEA is open for business.

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**SCHEDULED HOLIDAYS**

Thursday, January 1, 2026	New Year's Day
Monday, January 19, 2026	Martin Luther King, Jr. Day
Monday, February 16, 2026	Washington's Birthday
Friday, April 3, 2026	Good Friday
Monday, May 25, 2026	Memorial Day
Friday, June 19, 2026	Juneteenth
Friday, July 3, 2026	Independence Day (Observed)
Monday, September 7, 2026	Labor Day
Monday, October 12, 2026	Columbus Day
Tuesday, November 3, 2026	Election Day
Wednesday, November 11, 2026	Veteran's Day
Thursday, November 26, 2006	Thanksgiving Day
Friday, December 25, 2006	Christmas Day

**2.0 PRELIMINARY MATTERS**

- 2.1 The Contractor shall deliver the executed Contracts bonds, insurance certificates, and other documents as the Contractor may be required to furnish at the times required by the Contract Documents.
- 2.2 The NJSEA shall furnish the Contractor a maximum of three (3) copies of the Contract Documents for his use in the execution of the Work. Additional copies will be furnished, upon request, at the cost of reproduction.
- 2.3 The Contract Time will commence to run on the starting date given in the Notice-To-Proceed. A Notice-To-Proceed may be issued any time within thirty (30) days after the Contract is fully executed.
- 2.4 The Contractor shall start to perform the Work on the date when the Contract Time commences to run. No Work shall be performed at the site prior to that date.
- 2.5 Before undertaking each part of the Work, the Contractor shall carefully study and compare the Contract Documents and the field conditions, checking and verifying pertinent figures shown in the Documents with applicable field measurements. The Contractor shall promptly report in writing to the Project Representative any conflict, error, or discrepancy that he may discover; and shall obtain a written interpretation or clarification from the Project Representative before proceeding with any Work affected thereby. However, the Contractor shall not be liable to the NJSEA or the Project Representative for failure to report any conflict, error, or discrepancy in the Contract Documents; unless the Contractor had actual knowledge, or should reasonably have known thereof.

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- 2.6 The progress schedule will be accepted by the Project Representative as providing an orderly progression of the Work to completion, and a workable arrangement for reviewing and processing the required submittals. Such acceptance will not impose on the Project Representative any responsibility for the sequencing, scheduling, or progress of the Work; or relieve the Contractor of his full responsibility therefore.
- 2.7 Except where the Contract Documents specifically allow the reuse of existing materials, all materials and equipment provided by the Contractor shall be new and of good quality. They shall be applied, erected, installed, connected, tested, cleaned, and conditioned in accordance with the instructions of the applicable suppliers, unless otherwise specified in the Contract Documents.
- 2.8 Whenever materials or equipment are specified by using the name of a particular manufacturer, supplier, or proprietary item; the naming is intended to establish the type, function, and quality required. Unless the name is followed by words indicating no substitution will be permitted, substitute materials or equipment may be acceptable. If the Contractor wishes to furnish or use substitute materials or equipment, he shall make a written application to the Project Representative for acceptance thereof; certifying that the proposed substitutes will perform their functions adequately and achieve the results desired by the Contract Documents. The application shall also state that the evaluation and acceptance of the proposed substitutes will not prejudice the Contractor's achievement of on-time completion of the Work; regardless of any needed changes to the Contract Documents, or any other problems directly or indirectly associated with acceptance of the substitutes (including payment of any license fee or royalty). All variations from the Contract Documents must be identified in the application, along with the availability of spare parts, maintenance, repair, and replacement services. The application shall also contain an itemized list of all additional direct and indirect costs due to the acceptance of such substitutes. All of the above will be considered by the Project Representative in evaluating each application. The Project Representative may require the Contractor to furnish additional data about the proposed substitutes at the Contractor's expense.
- 2.9 Except in connection with safety or protection of the Work, property, or persons at the site or adjacent thereto; all work shall be performed during regular working hours. The Contractor shall not permit overtime work, or the performance of work on Saturdays, Sundays, or any NJSEA holidays without written approval from the NJSEA.
- 2.10 Although it is understood that the Contractor must be permitted to select the equipment that will provide him with the most economical rate of production, and to devise his work methods and schedules to expedite the completion of the Work; it is not intended that the Contractor will be permitted to use equipment or methods which may damage any part of the site or nearby properties, or conflict with any state or local laws.
- 2.11 The duties and obligations imposed by this Section (and the rights and remedies available hereunder to the parties hereto) are in addition to any rights and remedies available to the parties; whether imposed or available by applicable regulations or laws, or by special warranties, guarantees, or other provisions of the Contract Documents. This Section is not to be construed as limiting in any way the other rights and remedies outlined above. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty,

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obligation, right, and remedy to which they apply. All representations, warranties, and guarantees made in the Contract Documents will survive completion, final payment, and termination of the Contract.

**3.0 CONTRACT DOCUMENTS: INTENT, AMENDMENT, AND RE-USE**

- 3.1 The Contract Documents comprise the entire Contract between the NJSEA and the Contractor concerning the Work. The Contract Documents are complementary (what is called for by one is as binding as if called for by all). The Contract Documents will be construed in accordance with the law of the place of the Project.
- 3.2 It is the intent of the Contract Documents to describe a functionally complete Project to be performed in accordance with the Contract Documents. Any Work, materials, or equipment that may reasonably be inferred as being necessary to produce the intended result shall be supplied, whether or not specifically mentioned in the Documents. When words or phrases having a well-known technical or trade meaning are used to describe work, materials, or equipment; such words shall be interpreted in accordance with that meaning. Clarifications and interpretations of the Contract Documents shall be issued by the Project Representative as needed, in accordance with paragraph 8.3.
- 3.3 Reference to standards, specifications, manuals, and/or codes of any technical society, organization, or association, or to the laws or regulations of any governmental authority (whether such reference be specific or implied), shall mean the latest standards, specifications, manuals, codes, laws, or regulations in effect at the time of bid opening, unless specifically stated otherwise in the Contract Documents. If the Contractor finds a conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any of the above references, during the performance of the Work; he shall immediately report it to the Project Representative in writing. Before proceeding with affected work, the Contractor shall obtain a written interpretation or clarification from the Project Representative (except for an emergency authorized in accordance with paragraph 6.16). The Contractor shall not be liable to the NJSEA or the Project Representative for failure to report any such conflict, error, ambiguity, or discrepancy; unless he knew or should reasonably have known thereof.
- 3.4 Except as otherwise specifically stated therein, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:
- A. The provision of any such standard, specification, manual or code.
  - B. The provision of any such laws or regulations applicable to the performance of the Work (unless such an interpretation would result in a violation of such law or regulation).
- 3.5 No provision of any such standard, specification, manual or code shall change the duties and responsibilities of the NJSEA, the Contractor, or the Project Representative, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents. No such provision shall be effective to assign to the NJSEA, the Project Representative, or any of the Project Representative's consultants, agents, or employees any duty or authority to supervise or direct the furnishing or performance of



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the Work, or any duty or authority to undertake responsibilities inconsistent with any other provision of the Contract Documents.

- 3.6 Whenever in the Contract Documents the terms "as ordered," "as directed," "as required," "as allowed," "as approved" or terms of like effect or import, or the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory" or adjectives of like effect or import, are used to describe a requirement, direction, review, or judgment of the Project Representative regarding the Work; it is intended that such requirement, direction, review or judgment will be solely to generally evaluate the completed Work for compliance with the Contract Documents and conformance with the design concept of the completed Project. The use of any such terms or adjectives shall not assign to the Project Representative any duty or authority to supervise or direct the furnishing or performance of the Work; or any duty or authority to undertake responsibilities contrary to any other provision of the Contract Documents.
- 3.7 The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work, or to modify the terms and conditions thereof, by a Change Order.
- 3.8 Neither the Contractor, nor any subcontractor, supplier, organization, or other person performing or furnishing any of the Work, shall have or acquire any title to, or ownership rights in, any of the Contract Documents or copies thereof. They shall not reuse them on extensions of this, or any other project without the written consent of the NJSEA and the Project Representative, and without the specific written verification or adaptation by the Project Representative.

**4.0 AVAILABILITY OF LANDS, REFERENCE POINTS, SUBSURFACE AND PHYSICAL CONDITIONS**

- 4.1 The NJSEA shall furnish, as indicated in the Contract Documents, the lands upon which the Work shall be performed, rights-of-way and easements for access thereto, and such other lands designated for the use of the Contractor. Easements for permanent structures or permanent changes to the existing facilities will be obtained and paid for by the NJSEA, unless otherwise noted in the Contract Documents. The Contractor shall provide for all additional lands, and access thereto, that may be required for any temporary construction facilities, or the storage of materials and equipment.
- 4.2 The NJSEA shall furnish, as indicated on the Contract Drawings, reference points so the Contractor can properly proceed with the Work. The Contractor shall be responsible for laying out the Work. The Contractor shall protect and preserve the established reference points and shall not change or relocate the reference points without written approval of the NJSEA. The Contractor shall report to the Project Representative whenever any reference point is lost, damaged or destroyed and shall pay for the reestablishment of all lost, damaged or destroyed reference points. The reference points shall be reestablished by a surveyor licensed in the State of New Jersey.
- 4.3 The information shown and/or described in the Contract Documents with respect to existing underground facilities at or contiguous to the site is based on the best available data. The NJSEA and the Project Representative shall not be responsible for the accuracy or completeness of any such information. The Contractor shall review and

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check all such information, and determine the exact location of all underground facilities in the field. The Contractor shall be responsible for the safety and protection of underground facilities during construction, and shall repair any damage thereto resulting from the Work.

- 4.4 If an underground facility, which was not shown in the Contract Documents, is uncovered or revealed at or contiguous to the site; the Contractor shall promptly identify the owner of the facility, and give written notice to the owner of that facility, the NJSEA, and the Project Representative. The Contractor will cease work in the area, except in the case of an emergency. The Project Representative shall promptly review the location of the underground facility in relation to the contractual work in the area, and determine what change, if any, is required to the Contract Documents.
- 4.5 If the Contractor believes that any physical condition uncovered or revealed at the site differs materially from that shown in the Contract Documents; he shall immediately notify the Project Representative in writing. Before proceeding with affected work, the Contractor shall obtain a written interpretation or clarification from the Project Representative.
- 4.6 The Project Representative will review the Contractor's findings, determine the necessity of obtaining any additional explorations or tests with respect thereto; and advise the NJSEA and the Contractor of the Project Representative's conclusions in writing within a reasonable amount of time.
- 4.7 If the Project Representative concludes that there is a material difference between the conditions shown in the Contract Documents and those in the field; a Change Order will be issued to document the increase or decrease in the Contract Price, and/or an extension or reduction of the Contract Time, attributable to the difference in the conditions.

**5.0 BONDS AND INSURANCE**

- 5.1 Refer to the SPECIFIC PROJECT REQUIREMENTS for information regarding bonds and insurance.

**6.0 CONTRACTOR'S RESPONSIBILITIES**

- 6.1 The Contractor shall be responsible for obtaining and paying all construction permits and licenses; and shall pay all inspection fees associated with the prosecution of the Work. The Contractor shall also schedule and pay for all utility connections required for the Work.
- 6.2 The Contractor shall perform the Work in accordance with the Contract Documents. The Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of his work. The Contractor shall be responsible for the finished Work complying accurately with the Contract Documents.
- 6.3 The Contractor shall provide someone on staff that is available to the NJSEA to resolve contractual items that the foreman cannot, for example, scheduling of equipment or crew. There is no separate pay for any other personnel.

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- 6.4 The Contractor shall be responsible for providing competent, suitably qualified personnel to survey, layout, and perform the Work required by the Contract Documents. The Contractor shall maintain good discipline and order at the site. The Contractor shall be responsible for removing any person from the site who appears to be incompetent, unfaithful, disorderly, or otherwise unsatisfactory. Said person shall not again be employed at the site without the written consent of the NJSEA.
- 6.5 The Contractor shall be responsible for compliance with the provisions of the Contract Work Hours and Safety Standards Act, Public Law 87-581.
- 6.6 The Contractor and his subcontractors shall give preference in the hiring of workers to qualified local residents, with first preference being given to citizens of the United States who have served in the armed forces of the United States, and have been honorably discharged and from active duty.
- 6.7 The Contractor shall be responsible for the proper and timely submittal of the required documents for all equipment and materials so as to not delay the progress of the Work. The Contractor shall determine delivery availability for all items to be furnished and shall order all long-lead items as soon as possible after the award of the contract, to ensure delivery in time to complete the work in the time available.
- 6.8 The Contractor shall be fully responsible to the NJSEA and the Project Representative for all acts and omissions of his subcontractors, suppliers, organizations, and other persons performing or furnishing any of the Work. Nothing in the Contract Documents shall create any contractual relationship between the NJSEA or the Project Representative, and any such subcontractor, supplier, organization, or other person.
- 6.9 The Contractor shall give all notices and comply with all laws and regulations applicable to furnishing and performing the Work. If the Contractor performs any work that is contrary to such laws and/or regulations, he shall be responsible for all costs arising there from. If the Contractor observes that the Contract Documents are at variance with these laws and/or regulations, he shall promptly notify the Project Representative, in writing. Any necessary changes to the Work will be authorized by a Change Order.
- 6.10 If the Contractor elects to remove, replace, or relocate any poles, utilities, or structures during the performance of the Work; he shall be responsible for making all the necessary arrangements and obtaining all the necessary permits and approvals without the involvement of the NJSEA or the Project Representative.
- 6.11 The Contractor shall be responsible for all damages resulting from the performance of the Work. Should any claim be made against the NJSEA and/or the Project Representative as a result of the performance of the Work; the Contractor shall attempt to promptly settle with such other party.
- 6.12 The Contractor shall not load any part of the Work in a manner that will endanger the Work. The Contractor shall be responsible for damage caused to the Work and to adjacent property, subject to said dangerous stresses or pressures.
- 6.13 The Contractor shall be responsible for initiating, maintaining, and supervising all safety programs and precautions regarding the Work. The Contractor shall comply with all applicable laws and regulations for the safety and protection of persons and property; and shall erect and maintain all necessary safeguards for such safety and protection.

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The Contractor shall remedy all damage, injury, or loss to any persons or property caused by the Contractor, or any of his subcontractors, suppliers, organizations, or other persons directly or indirectly employed by any of them. The Contractor's duties and responsibilities for safety and protection shall continue until the Project Representative has issued a notice to the NJSEA and the Contractor that the Work has been completed and is acceptable.

- 6.14 The Contractor shall be responsible for repairing any damage caused by his operations that could affect public health and safety, within four hours; or the NJSEA may have the repairs made by others at the expense of the Contractor. The Contractor shall repair all other damage expeditiously. Until such time as said other damage is repaired by the Contractor and approved by the NJSEA, twice the amount of the Project Representative's cost estimate for the repairs will be withheld from the Contractor's progress payment.
- 6.15 In the event of an emergency affecting the safety or protection of persons, the Work, the site, or adjacent property; the Contractor shall be responsible to act to prevent threatened damage, injury, or loss without special instruction or approval from the Project Representative or the NJSEA.
- 6.16 The Contractor and his subcontractors shall protect the Work against any damage caused by the weather. If the Project Representative determines that any portion of Work has been damaged or injured by a failure on the part of the Contractor or his subcontractors to protect the Work; it shall be repaired, or removed and replaced, at the expense of the Contractor.
- 6.17 The Contractor shall be responsible for proceeding with the Work and adhering to the progress schedule during all disputes or disagreements with the NJSEA. No Work shall be delayed or postponed pending resolution of any disputes or disagreements.
- 6.18 If the Work is defective, or the Contractor fails to supply sufficiently skilled workers, suitable materials or equipment, or fails to furnish or perform the Work in a manner, which will guarantee conformance with the Contract Documents; the NJSEA or the Project Representative may order the Contractor to stop the Work until the cause for such order has been eliminated. However, this right of the NJSEA and the Project Representative to stop the Work shall not give rise to any duty on the part of either to exercise this right for the benefit of the Contractor, or any other party.
- 6.19 The Contractor and his subcontractors shall comply with the New Jersey Prevailing Wage Act and all amendments thereto. This Act is hereby made part of these Contract Documents as if it were included herein, in its entirety.
- 6.20 The Contractor shall maintain books, records, and other documents pertinent to the performance of the Work, in accordance with accepted accounting procedures and practices. The New Jersey Department of Labor, the NJSEA, and/or any of their duly authorized representatives shall have access to such books, records, and other documents for the purpose of inspection, auditing, and copying. The Contractor shall provide proper facilities for such access and inspection, and agrees to the disclosure of all information and reports resulting from access of the above records to any of the above agencies. Records shall be maintained and made available until three years from the date of final payment for the Project. Records which relate to any dispute, appeal,

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litigation, or settlement of claims arising out of such performance (or costs or items to which an audit exception has been taken); shall be maintained and made available until three years after the date of the resolution of each dispute, appeal, litigation, claim, or exception.

- 6.21 The Contractor shall constantly give his personal attention to the faithful prosecution of the Work; and shall keep the Work under his personal control. The Contractor shall not sublet the Work as a whole or substantial part of the whole, without the previous written consent of the NJSEA. The Contractor shall not assign any of the Work, or any monies payable under this Contract (or his claim thereto), without the written consent of the NJSEA and the surety on the bond.
- 6.22 The Contractor shall pay to the NJSEA, and the NJSEA shall have the right to deduct the full amount of all expenses, losses, damages and costs from all monies due, or to become due, the Contractor as detailed in the SPECIFIC PROJECT REQUIREMENTS.
- 6.23 The Contractor shall take all necessary precautions to protect and preserve existing utilities, and improvements during all phases of the Work. The Contractor shall be solely responsible for any damage or disturbance of any existing utilities and improvements, and shall restore them to their original condition, at no cost to the NJSEA.
- 6.24 While performing the Work, the Contractor shall not encumber the premises with materials or equipment; and shall keep the premises free from accumulations of waste materials. At the completion of the Work, the Contractor shall remove all waste and surplus materials, tools, equipment, and machinery; and shall restore to original condition all property not designated for alteration by the Contract Documents.
- 6.25 The Contractor warrants and guarantees to the NJSEA and the Project Representative that all Work will be performed in accordance with the Contract Documents; and that the completed Project will not be defectively or improperly installed. The Contractor agrees that all work improperly performed shall be remedied, all defective Work shall be repaired or replaced, and all improperly installed Work shall be reinstalled correctly in accordance with the Contract Documents.

**7.0 OTHER WORK**

- 7.1 The NJSEA may perform other work by its own forces, have other work performed by utility owners, or let other direct contracts for other work at the site.
- 7.2 The Contractor shall afford the NJSEA, each utility owner, and other contractors, a reasonable opportunity for the introduction and storage of materials and equipment, and proper and safe access to the site for execution of such work. The Contractor shall properly connect and coordinate the work of others with the Work, as necessary. The Contractor shall not endanger any work of others; and will only alter the work of others with the written consent of the Project Representative and those who performed the work.

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**8.0 PROJECT REPRESENTATIVE'S STATUS DURING THE PROJECT**

- 8.1 The Project Representative shall be the NJSEA's representative for this Project. The Project Representative shall be the initial interpreter of the Contract Document requirements and judge of the acceptability of the Work thereunder. Any claims, disputes, and/or other matters relating to the above, or to changes in the Contract Price or Time, will initially be referred to the Project Representative, in writing. The Project Representative will render a decision, in writing, within a reasonable period of time.
- 8.2 The Project Representative shall make visits to the site to observe the progress and quality of the executed Work and to determine if it is proceeding in accordance with the Contract Documents. On the basis of such visits and observations, the Project Representative will keep the NJSEA informed of the quality and progress of the Work.
- 8.3 The Project Representative will issue with reasonable promptness such written clarifications or interpretations of the Contract Documents as are determined necessary. If the Contractor believes that a written clarification or interpretation justifies an increase in the Contract Price, and/or an extension of the Contract Time, the Contractor may make a claim therefore.
- 8.4 The Project Representative may authorize minor variations in the Work, which do not involve an adjustment in the Contract Price or the Contract Time and are consistent with the overall intent of the Contract Documents. If the Contractor believes that a variation issued as minor justifies an increase in the Contract Price and/or an extension of the Contract Time, the Contractor may make a claim therefore.
- 8.5 The Project Representative may reject Work believed to be defective. The Project Representative also has the authority to require special inspection and testing of the Work, whether it has been fabricated, installed, or completed.
- 8.6 The Project Representative shall not be responsible for the means, methods, techniques, sequences, or procedures of the Contractor's performance of the Work, or the safety programs and precautions incident thereto. The Project Representative will not be responsible for the failure of the Contractor to furnish or perform the Work in accordance with the Contract Documents.
- 8.7 The Project Representative will not be responsible for acts of omission by the Contractor, or any of his subcontractors or suppliers furnishing or performing any of the Work.

**9.0 CHANGES IN THE WORK**

- 9.1 Without invalidating the Contract, and without notice to any surety, the NJSEA may order revisions in the Work. These revisions shall be authorized by Change Orders. Upon receipt of such a document, the Contractor shall promptly proceed with the work involved, in accordance with the applicable conditions of the Contract Documents.
- 9.2 The Contractor shall not be entitled to an increase in the Contract Price, or an extension of the Contract Time, for any work not required by the Contract Documents and performed without a Change Order, except for an emergency.

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**SECTION 00700 - GENERAL CONDITIONS**

**10.0 CHANGE OF CONTRACT PRICE**

- 10.1 The Contract Price may only be changed by a Change Order. Any claim for a change in the Contract Price shall be based on written notice delivered by the party making the claim, to the other party and the Project Representative, no later than ten days after the occurrence of the event giving rise to the claim. The amount of the claim, with supporting data, shall be delivered within twenty days of such notice; and shall be accompanied by a written statement that the amount claimed covers all known costs to which the claimant is entitled. The validity of all claims shall be determined by the Project Representative.
- 10.2 Where the Contract Documents provide that all or part of the Work shall be on a unit price basis, the initial Contract Price will be deemed to include an amount equal to the sum of each unit price, multiplied by the estimated quantity of each item, as indicated in the Bid Forms. Each unit price will be deemed to include an amount adequate to cover the Contractor's overhead and profit for each separately identified item. The estimated quantities of unit price items of work are not guaranteed but are solely for the purposes of bid comparison and determining the initial Contract Price. Classification of the unit price Work, and the actual quantity determinations, shall be made by the Project Representative. Incorporation of the actual classified quantities into the Contract Price, if different than the amount given with the Bid, shall be accomplished by Change Order(s).
- 10.3 The value of a Change Order shall be determined in one of the following ways:
- A. Where the Work involved is covered by unit prices contained in the Contract Documents, by application of said unit prices to the additional or reduced quantities of the items involved.
  - B. By mutual acceptance of a lump sum.

**11.0 CHANGE OF CONTRACT TIME**

- 11.1 The Contract Time may only be changed by a Change Order. Any claim for a change to the Contract Time shall be based on written notice delivered by the party making the claim, to the other party and to the Project Representative no later than ten days after the occurrence of the event giving rise to the claim. The extent of the claim with supporting data shall be delivered within ten days of the notice and shall be accompanied by a written statement that the time claimed is the total time to which the claimant is entitled. The Project Representative shall determine the validity of all claims for adjustment to the Contract Time.
- 11.2 The Contract Time shall be extended an amount equal to the time lost due to delays beyond the control of the Contractor, if a claim is made, therefore. Said delays shall include but not be limited to; labor disputes, fires, floods, epidemics, abnormal weather conditions, other acts of God, and acts of NJSEA neglect.
- 11.3 All time limits stated in the Contract Documents are of the essence of the Contract. The provisions of this Article shall not exclude the recovery of damages by either party due to delay.

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**12.0 PAYMENTS TO CONTRACTOR; INSPECTION AND COMPLETION**

12.1 Payment Schedule: Please refer to Technical Specifications

12.2 It is agreed that this Project is one contract for the whole and complete Work. No partial payments on account by the NJSEA, or its use of parts of the Project; shall constitute the acceptance of any part of the Work before final inspection, acceptance, and final payment.

12.3 The Total Contract Amount shall be the total compensation paid to the Contractor for performing the Work. All duties, responsibilities, and obligations assigned to, or undertaken by the Contractor in the performance of the Work, shall be at his own expense, without change to the Total Contract Amount.

12.4 The Project Representative may refuse to recommend payment of the whole or any part of any application, if in Project Representative's opinion; it would be incorrect to make such representations to the NJSEA. The Project Representative may also refuse to recommend any such payment (or because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended) to such extent as may be necessary, in the Project Representative's opinion, to protect the NJSEA from loss. Reasons for refusing to recommend payment, or for nullifying payments previously made, include but are not limited to the following:

- A. Unacceptable Work not remedied.
- B. Failure of the Contractor to make payments properly to subcontractors, manufacturers, or suppliers.
- C. A reasonable doubt that the Contract can be completed for the balance unpaid.
- D. Damage to another contractor.
- E. Failure of the Contractor to keep his work progressing in accordance with his progress schedule.
- F. Contractors must register through the NJ Wage Hub at <https://njwages.nj.gov/> to submit certified payrolls in accordance with the Prevailing Wage Act and the Diane B. Allen Act.
- G. Upon completing registration, contractors must contact the NJSEA to obtain an access code necessary for the accurate submission of their certified payrolls.
- H. Failure to submit certified payrolls (including subcontractor's payrolls) corresponding to the time period covered by the payment application.
- I. Failure to satisfactorily prosecute the Work in accordance with the Contract Documents.
- J. Failure to comply with Affirmative Action goals and objectives in accordance with PL1975, c127.
- L. Failure to submit any items required by the Contract Documents in the time frame specified.
- M. Failure to maintain insurance and/or to provide proof of insurance.

12.5 The Contractor shall submit to the Owner an itemized application for payment for completed portions of the work following the basis of the agreed upon Schedule of Values. To insure the proper performance of the contract, a retainage of ten percent (10%) shall be withheld from each progress payment until fifty percent (50%) of the work has been satisfactorily completed, as determined by the Owner or its



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representative. Upon satisfactory completion of fifty percent (50%) of the work, and provided the Contractor is in compliance with the terms of this Agreement and is making satisfactory progress, the retainage on subsequent progress payments shall be reduced to five percent (5%). The reduced retainage shall apply only to payments made after the 50% completion threshold is reached and shall not apply retroactively.

**13.0 SUSPENSION OF WORK AND TERMINATION**

- 13.1 The NJSEA may, at any time and without cause, suspend the Work, or any portion thereof, for a period of not more than ninety (90) days by notice in writing to the Contractor and the Project Representative. The written notice shall establish the date on which the Work will be resumed. The Contractor shall resume work on the established date. The Contractor shall be allowed an increase in the Contract Price and/or an extension of the Contract Time attributable to the suspension; if the Contractor makes a claim therefore, and it is approved.
- 13.2 The NJSEA may terminate the services of the Contractor after giving him and the surety seven days' written notice, upon the occurrence of any one or more of the following events. In such case, the Contractor shall not be entitled to receive any further payment. Where the Contractor's services have been so terminated by the NJSEA, said termination shall not affect any rights or remedies of the NJSEA against the Contractor existing at the time, or which may thereafter accrue.
- A. If the Contractor commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code) now or hereafter in effect.
  - B. If the Contractor takes any equivalent or similar action by filing a petition or other notice under any other federal or state law in effect at such time relating to bankruptcy or insolvency.
  - C. If a petition is filed against the Contractor under any chapter of the Bankruptcy Code now or hereafter in effect at the time of filing.
  - D. If a petition is filed seeking any such equivalent or similar relief against the Contractor under any other federal or state law in effect at the time relating to bankruptcy or insolvency.
  - E. If the Contractor makes a general assignment for the benefit of creditors.
  - F. If a trustee, receiver, custodian, or agent of the Contractor is appointed under applicable law or contract, whose appointment or authority to take charge of the Contractor's property is for the purpose of enforcing a lien against such property, or for the purpose of general administration of such property for the benefit of the Contractor's creditors.
  - G. If the Contractor admits in writing an inability to pay his debts as they become due.
  - H. If the Contractor persistently fails to perform the Work in accordance with the Contract Documents: including but not limited to, failure to supply sufficiently skilled workers, suitable materials, or equipment, or the failure to adhere to the progress schedule.
  - I. If the Contractor disregards any applicable laws or regulations.
  - J. If the Work to be performed under this Contract shall be abandoned by the Contractor. Abandonment shall mean that the Contractor has failed to perform any work on the Contract for a period of thirty consecutive calendar days.

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- K. If this Contract or any part thereof shall be assigned, transferred, or sublet without the previous notice to and written consent of the NJSEA.
  - L. If the Contract or any claim thereunder shall be assigned by the Contractor other than as herein specified.
  - M. If the Contractor fails to maintain insurance during the entire Contract term and until the NJSEA accepts the Contract Work and the Contract is ended or fails to provide the NJSEA with proof of insurance upon request of the NJSEA.
  - N. If the Contractor otherwise violates in any substantial way any provisions of the Contract Documents.
- 13.3 Upon seven days' written notice to the Contractor, the NJSEA may elect to abandon the Work and terminate the Contract without cause and without prejudice to any other right or remedy. In such case, the Contractor shall be paid for all completed Work, plus reasonable termination expenses.

**14.0 MISCELLANEOUS ITEMS**

- 14.1 The address given on the Bid Form upon which this Contract is founded is hereby designated as the place to which notices, letters, and other communications to the Contractor shall be certified, mailed, or delivered. The delivering to said address or the depositing (in a postpaid wrapper with said address) in any mail box regularly maintained by the United States Postal Service of any lien, letter, or other communication to the Contractor shall be deemed sufficient service thereof upon the Contractor. The date of said service shall be the date of such delivery or mailing. The above-named address may be changed at any time by a written notice delivered to the NJSEA and the Project Representative. Nothing herein contained shall be deemed to preclude or render inoperative, the service of any notice, letter, or other written communication upon the Contractor personally.
- 14.2 When any period of time is referenced in the Contract Documents by days, it will be computed to exclude the first and include the last day of said period. If the last day of said period falls on a Saturday, Sunday, or a legal holiday observed by the NJSEA, it shall be omitted from the computation.
- 14.3 Should the NJSEA or the Contractor suffer injury or damage to persons or property, respectively, because of any error, omission, or act of the other party (or others for whose acts the other party is legally liable), a claim shall be made in writing to the other party within a reasonable time of the first observance of said injury or damage.

**15.0 SUBCONTRACTORS**

- 15.1 A subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a subcontractor or an authorized representative of the subcontractor. The term "subcontractor" does not include a separate contractor or subcontractors of a separate contractor.
- 15.2 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the owner the names of persons or entities (including those who are to furnish materials

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or equipment fabricated to a special design) proposed for each portion of the work. The Owner will reply to the Contractor stating whether or not the Owner has reasonable objection to any such proposed person or entity.

- 15.3 The Contractor shall not contract with a proposed person or entity to whom the Owner has made objection. The Contractor shall not be required to contract with anyone whom the Contractor has made reasonable objection.
- 15.4 The Contractor shall not change a Subcontractor, person or entity previously selected if the Owner makes reasonable objection to such substitute.
- 15.5 By appropriate agreement, the Contractor shall require each Subcontractor, to the extent of the work to be performed by the Subcontractor, to be bound to the Contractor by terms of the contract documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractors work, which the Contractor, by these documents, assumes toward the Owner. Each subcontract agreement shall preserve and protect the rights of the Owner under the contract documents with respect to the work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the contractor that the Contractor, by the contract documents, has against the Owner. The Subcontractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the contract documents to which the Subcontractor will be bound, and, upon request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontractor agreement which may be at variance with the contract documents.

**END OF SECTION 00700**

**Project CN-303 NJSEA Arena Stair and Ramp Repairs  
SECTION 00800 – SPECIFIC PROJECT REQUIREMENTS**

**SECTION 00800**

**SPECIFIC PROJECT REQUIREMENTS**

**1.0 LOCATION OF THE WORK**

- 1.1 The Work of this Contract shall be performed at the NJSEA Arena at the Meadowlands Sports Complex.

**2.0 SUMMARY OF WORK**

- 2.1 The services described herein shall be provided for New Jersey Sports and Exposition Authority's Facility.
- 2.2 Contractor shall perform all work as outlined in these specifications unless otherwise directed by the Project Representative. NJSEA reserves the right to redirect the efforts of the Contractor in response to current circumstances. All work shall be done under the direction of the Project Representative.

**3.0 ADDENDA**

- 3.1 Only addenda signed by the autotomized Project Representative are valid addenda for this Project.

**4.0 PRE-BID MEETING**

- 4.1 A pre-bid meeting will be held at **10:00 AM** on **January 20, 2026**. The meeting will be held at the at the NJSEA Arena and will include a tour of the site specified in the Contract Documents.

**5.0 BID SUBMISSION**

- 5.1 Each Bid must be submitted with two (2) copies in a sealed envelope with the Bidder's name, address, and telephone number clearly indicated on the outside of the envelope.
- 5.2 The envelope shall also be clearly marked, in large letters, as follows:

**BID DOCUMENTS - PROJECT CN-303  
NJSEA Arena Stair and Ramp Repairs  
For New Jersey Sports and Exposition Authority Facility  
DO NOT OPEN  
DELIVER TO JOHN J. DUFFY**

- 5.3 All the documents listed in the Bid Forms shall be enclosed in the sealed envelope with the Bid.
- 5.4 If a carrier service (such as Federal Express) is used to deliver the Bid; the sealed envelope containing the Bid shall be completed as noted above and shall be placed into the carrier's envelope.

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**6.0 BONDS AND INSURANCE**

- 6.1 BONDS: A performance and payment bond will be required for the faithful performance of the Contract, for payment of all labor and materials, and for the guarantee and maintenance of the Work. The bonds shall be duly executed by the Contractor, as Principal, and by a surety company satisfactory to the NJSEA and licensed to do business under the laws of the State of New Jersey.
- 6.2 All bonds shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as Published in circular 570 (amended) by the Audit Staff, Bureau of Government Financial Operations, and United States Treasury Department. All bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.
- 6.3 If the surety on any bond furnished by the Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated, or it ceases to meet the requirements of paragraph 5.1; the Contractor shall substitute another bond and surety acceptable to the NJSEA within ten working days of such declaration of insolvency, termination, or failure to meet the requirements of paragraph 5.1.
- 6.4 The performance and payment bond shall be for the full one - year Contract amount. It must be furnished with the executed Contract(s) and shall remain in effect until completion and acceptance of the Project. The bond shall specifically protect the NJSEA should the Contractor go bankrupt or be declared insolvent. Each year the Contractor shall resubmit to NJSEA a new performance bond in the amount of the single year contracted price for the specific year. (See Section 00300)
- 6.5 INSURANCE: The Contractor shall furnish the NJSEA with satisfactory proof that he has obtained the insurance described below from insurance companies or underwriters satisfactory to the NJSEA. The Contractor shall keep such insurance in force until each and every obligation assumed under the Contract shall be fully and satisfactorily performed. The NJSEA and the Project Representative shall be named as additional insured under all the policies, except Compensation Insurance.
- 6.6 The Contractor shall furnish to the NJSEA certificates for the following types of insurance showing the type, amount, and class of operations insured, and the effective and expiration dates of the policies. The certificates shall be submitted with the executed Contract(s). Work on the Contract will not be permitted to proceed until the certificate has been received and verified. Specific reference to the Contract shall be made in all policies.
- A. CONTRACTOR'S PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE, including Independent Contractor's Completed Operations and Contractual Liability Insurance with combined single limits of not less than one million dollars (\$1,000,000) each occurrence and with an annual aggregate of three million dollars (\$3,000,000) with respect to bodily/personal injury and property damage. Said policies of insurance shall contain a provision or endorsement providing insurance protection against property damage caused by explosion or collapse; and against damage to or interference with other facilities.

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- B. CONTRACTOR'S VEHICLE LIABILITY INSURANCE, for "any auto/vehicle" for the duration of the contract for bodily injury/property damage with a combined single limit of one million dollars (\$1,000,000).
  - C. EXCESS LIABILITY INSURANCE, in the amount of five million dollars (\$5,000,000) is to be provided in addition to the above requirements.
  - D. COMPENSATION INSURANCE, coverage "B", as required by state law for all employees who will be engaged in the work associated with this Contract. The Contractor shall require all subcontractors to provide similar workmen's compensation insurance for all of their employees, unless those employees are covered under the Contractor's insurance. If any employees engaged in hazardous work under this Contract are not protected under the workmen's compensation statute; the Contractor (and any subcontractors) shall also provide adequate employer's liability insurance for the protection of these employees.
  - E. ENVIRONMENTAL LIABILITY INSURANCE – in the amount of one million dollars (\$1,000,000) for bodily injury/property damage. The policy form must accompany the certificate of insurance and the contract documents.
- 6.7 SUBCONTRACTORS: The Contractor shall not permit any Subcontractor to commence work on his subcontract until all similar insurance (as listed above) required of the subcontractor has been obtained and approved. Copies of all Subcontractors certificates shall be forwarded to the NJSEA.
- 6.8 All insurance certificates shall stipulate that the insurance will not be changed or canceled without giving at least 30 days' written notice to the NJSEA and the Project Representative by certified mail.
- 6.9 The insurance required above shall be written for not less than the limits of liability specified therein. Coverages, whether written or an occurrence or claims-made basis, shall be maintained without interpretation from date of commencement of the Work until the date of final payment and the termination of any coverage required to be maintained after final payment.

The forms and/or amounts of insurance to be furnished by the Contractor and each of its Subcontractors shall not in any way operate to relieve or limit the liability of the Contractor or any Subcontractor under the Contract or any other of the Contract Documents.

The Contractor shall not commence work under the Contract until all insurance required of the Contractor has been obtained and has been approved by the Owner, nor shall the Contractor allow any Subcontractor to commence work on its subcontract until all similar insurance required of the Subcontractor has been obtained and approved by the Owner. Approval of such insurance by the Owner shall not relieve or decrease the liability of the Contractor under the Contract or the Contract Documents.

The Contractor and each of its Subcontractors shall purchase from and maintain insurance with companies which, as of the time of the Bid (in the case of the Contractor) and as of the time of the purchase (in the case of the Subcontractor), have at the very least an A Minus rating by A.M. Best & Company.

All of the insurance to be provided shall be considered to be primary insurance as respects the Owner, the Engineer and the municipalities in which the on-site Work is to be performed. The Contractor will save harmless, indemnify and defend the Owner, the

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Engineer and the municipalities in which the on-site Work is to be performed, as well as their respective agents, officers and employees, from any and all claims arising out of the Contractor's performance.

**7.0 NJSEA RIGHT TO DEDUCT MONIES**

7.1 The Contractor shall pay to the NJSEA, and the NJSEA shall have the right to deduct the full amount of all expenses, losses, damages and costs from all monies due, or to become due, the Contractor under this Contract for any of the following reasons:

- A. Any defect, omission, or mistake of the Contractor or his employees, and the repairs of same, as determined by the Project Representative.
- B. All costs incurred by the NJSEA for overtime payments to the Project Representative caused by the Contractor's overtime work (Overtime is considered to be all hours worked in excess of eight hours per day or 40 hours per week, all hours worked on Saturdays and Sundays, and all hours worked on legal holidays observed by the NJSEA). All such inspection costs shall be at a rate of \$100.00 per hour.

**8.0 SANITARY FACILITIES**

8.1 The Contractor MUST provide sanitary facilities for their employees

**9.0 WATER**

9.1 The Contractor may use potable outdoor drinking fountain. The Contractor may use outdoor spigot for water and washing from the NJSEA facilities.

**10.0 ELECTRICAL SERVICE**

10.1 The Contractor may use electrical service from the NJSEA facilities.

**11.0 TELEPHONE SERVICE**

11.1 The Contractor is responsible for providing telephone service for use of its personnel working on the Project.

**12.0 CONTRACTOR'S STORAGE AREA**

12.1 The contractor may use the area designated to store equipment and materials upon the approval of the Project Representative.

**13.0 COORDINATION WITH NJSEA OPERATIONS: HOURS OF OPERATION**

13.1 The NJSEA Facilities will be open for normal business during the course of the Contract. The Contractor shall not interfere with the NJSEA operations in any manner. Should conflicts arise; the NJSEA operations will take precedence over the Contractor's operations.

13.2 All work shall be executed Monday-Friday 7:00 AM - 4:00 PM. No work shall be performed outside these hours unless prior approval is obtained through the Project Representative. The contractor must report to the Project Representative before starting work, and also at the end of each work day. Work will be done under the term of contract at no additional cost.

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- 13.3 The Contractor shall not schedule work on days when the NJSEA is closed without advance approval of the Project Representative.
- 13.4 All work schedules shall be coordinated through the Project Representative in order to minimize interference with normal operations of the NJSEA.
- 13.5 At the end of each day's work, all equipment that the contractor has been servicing must be put back in service in order to maintain operation of NJSEA Facilities.
- 13.6 The NJSEA will be closed the following 13 days: New Year's Day, Martin Luther King Day, Presidents Day, Good Friday, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Election Day, Veterans Day, Thanksgiving Day, and Christmas Day.
- 13.7 During the servicing procedure, should contractor discover any code violations or other conditions contrary to reliability or safe operation, a report shall be made at once directly to the Project Representative.
- 13.8 Under no circumstances will equipment be shut down, repairs or adjustments made without first securing the approval of Project Representative.
- 13.9 Any work that disrupts or interferes with the operations of the NJSEA shall be terminated immediately and rescheduled at the direction of the Project Representative.

**14.0 MATERIALS**

- 14.1 All materials furnished by the Contractor shall be compatible with those specified herein. Any substitutions shall be subject to the approval of the Project Representative.
- 14.2 Where materials are not specified, Contractor shall submit Manufacturer's Data sheets for all products proposed for use under this contract and shall obtain approval of Project Representative prior to their application.
- 14.3 Contractor shall supply labels of all products proposed for use under this contract to the Project Representative for approval prior to any application of these chemicals.
  - A. In accordance with the New Jersey Right to Know Act, the Contractor shall supply Material Safety Data Sheets (MSDS) for chemical cleaners, solutions, cleaners and chemicals proposed for use under this contract.

**15.0 QUALITY ASSURANCE**

- 15.1 One to Three experienced personnel must be designated by the Contractor to oversee this work. They must have knowledge of standard industry practices relating to the scope of work.
- 15.2 Only experienced workmen shall perform the Work. In the acceptance of the Work, no allowance will be made for lack of skill or experience on the part of workmen.
- 15.2 Contractor shall have all equipment available and tools necessary to properly perform all parts of the work described herein.
- 15.3 Contractor shall supply the proper equipment required to each job described herein.
  - A. The NJSEA reserves the right to withhold or reduce payment up to one hundred percent in the event that, the right equipment is not on site, equipment is not working properly,



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a full day is not completed, or scheduled work has not been completed according to these specifications to the satisfaction of the Project Representative. (Example: Payments may be reduced if contractor doesn't show up for the scheduled day/week are not consistent, and or certain task don't get completed, proper equipment is not on site. Work order reports are not emailed or faxed to the Project Representative). This will be determined by the Project Representative.

**16.0 STAFFING**

16.1 The Project Representative may assign additional tasks to expend any hours remaining after the work of Section 02000, outlined herein, and is completed.

16.2 While doing the work specified in Section 02000, the Contractor shall be required to sign in upon arrival at the site and to sign out upon departure.

A. The Sign in book is at the NJSEA Administration main front desk. The Contractor shall sign in and out when working at the NJSEA facility. This is not applicable if the Contractor is not entering the facility.

B. Contractor shall supply daily Service Reports/ Work order reports - on date of work - the names of all workers, hours worked; tasks accomplished and any chemical cleaners, solutions, and chemicals used and or major work completed or required. In addition to a written report - the reports shall be emailed and or faxed to the Project Representative after the completion of any service.

C. The Contractor shall maintain records for services rendered against the contract for a period of three (3) years from the date of final payment. Such records shall be made available to the NJSEA upon request for purposes of conducting an audit, or for ascertaining information regarding dollar volume or number of transactions.

D. The Foreman shall be the Contractor's Representative at the site and shall have the authority to act on behalf of the Contractor.

E. All communications given to the Foreman shall be binding as if given to the Contractor.

16.3 The Contractor shall provide consistency in staff so that individuals become familiar with the requirements of the site.

**17.0 GUARANTEE**

17.1 All Contractors shall guarantee their labor and all materials for a period of two (2) years from date of Substantial Completion, unless otherwise specified in writing and approved by the Owner.

**END OF SECTION 00800**

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GENERAL REQUIREMENTS**

**SECTION 01000**

**GENERAL REQUIREMENTS**

**1.0 ABBREVIATIONS, SYMBOLS, AND STANDARDS**

1.1 The following abbreviations may appear in the Contract Documents:

ACI	American Concrete Institute
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
ANSI	American National Standards Institute
ASTM	American Society of Testing and Materials
AWG	American (or Brown and Sharpe) Wire Gauge
AWS	American Welding Society
AWWA	American Water Works Association
C.	degrees Centigrade
cfs	cubic feet per second
cu. ft.	cubic foot (feet)
cu. in.	cubic inch(es)
C.Y.	cubic yard(s)
USEPA (EPA)	United States Environmental Protection Agency
F.	degrees Fahrenheit
ft.	foot (feet)
gpm	gallons per minute
in.	inch(es)
ISO	International Organization for Standardization
lb.	pound(s)
LF	linear foot
MSDS	Material Safety Data Sheet
NAVD88	North American Vertical Datum of 1988
NGVD29	National Geodetic Vertical Datum of 1929
NIST	National Institute of Standards and Technology
NJAC	New Jersey Administrative Code
NJDEP (DEP)	New Jersey Department of Environmental Protection
NJDOT	New Jersey Department of Transportation
NJSEA	New Jersey Sports and Exposition Authority
NJSA	New Jersey Statutes Annotated
NJTA	New Jersey Turnpike Authority
No.	number
NOAA	National Oceanic and Atmospheric Administration
OSHA	Occupational Safety and Health Administration
psi	pounds per square inch
psf	pounds per square foot
PVC	Polyvinyl Chloride
QPL	Qualified Product List
RCP	Reinforced Concrete Pipe

**Project CN-303 NJSEA Arena Stair and Ramp Repairs**  
**GENERAL REQUIREMENTS**

**2.0 REFERENCE SPECIFICATIONS AND STANDARDS**

- 2.1 Standard specifications, such as those published by ASTM, ACI, NEMA, ANSI, and others that are referenced herein shall be the latest revisions thereof and shall include all amendments and revisions that are in effect on the date bids are received unless otherwise specified.

**3.0 SUBMITTALS**

- 3.1 Submittals that are required in the performance of work of this Contract are as follows:
- A. It shall be the Contractor's ultimate responsibility to ensure the health and safety of all his employees and subcontractor personnel. The Contractor shall develop a pollution control system which will be in compliance with all USEPA, NJDEPE, OSHA, USCG, etc. rules, regulations, standards, and guidelines in effect at the time the Work is in progress. All references to workers and employees shall mean the Contractor's employees and subcontractor personnel.
  - B. Material Safety Data Sheets (MSDS): Submit MSDS sheets for all chemicals, cleaners, solutions, refrigerants, and oils used on the facility.
  - C. Certificates: Submit labels from the manufacturer's or supplier's container certifying that the following products meet the specified requirements: chemicals, cleaners and solutions, used on the facility.

**4.0 RESPONSIBILITY FOR PROPERTY DAMAGE**

- 4.1 The Contractor assumes full responsibility for the equipment employed in the execution of the work described herein and agrees to make no claims whatsoever against the NJSEA for any damages to such equipment, or injuries caused by the equipment.
- 4.2 All property of the Contractor, its employees or agents which is brought, kept, used, and or left on NJSEA property shall be at the sole risk of the Contractor who shall be responsible for all loss or damage to such equipment and property.
- 4.3 The Contractor shall be responsible for any damage to NJSEA property in excess (cumulatively) of \$50 caused by its negligence in the performance of work under this Contract.
- 4.4 In the event of damage to NJSEA property in excess (cumulatively) of \$50, NJSEA reserves the right to immediately effect both temporary and permanent repairs at the expense of the Contractor. The Contractor agrees that, in such event, NJSEA may deduct the cost of such repairs and related expenses incurred by the NJSEA from any moneys due to the Contractor under this Contract or to charge the Contractor accordingly. Any repairs made by the Contractor shall be "in kind", i.e. match existing conditions.
- 4.5 The Contractor will work closely with NJSEA personnel to establish all necessary safeguards or safety devices to protect equipment and safety of workmen and other personnel while work is being performed.
- 4.6 Use all means necessary to protect all NJSEA Facilities.

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**5.0 CLEANUP – SAFETY**

- 5.1 It shall be the responsibility of the Contractor to leave the job sites in a clean and safe condition at the end of each workday.
- 5.2 The Contractor shall properly remove and/or store all tools, equipment and materials and shall clean debris from the job sites at the end of each workday.
- 5.3 The Contractor shall wear proper safety gear while operating machinery or applying chemicals, including but not limited to eye and ear protection.
- 5.4 The Contractor shall promptly notify the Project Representative of any damage resulting from weather, vandalism, etc. observed during the performance the work of this Contract. This will allow for the prompt remediation of potential safety hazards.
- 5.5 All employees of the Contractor shall be trained to properly perform the work assigned to them.

**6.0 PROHIBITED ACTIVITIES**

- 6.1 The Contractor shall not use procedures, activities or operations that may adversely impact the natural environment, or the public health and safety of the area. Prohibited activities include, but are not limited to, the following:
  - A. Dumping or disposing of materials into any stream corridors, wetlands, or surface waters or on public or private property not specified for said purpose.
  - B. Indiscriminate, arbitrary, or capricious operation of equipment in any wetlands or surface waters.
  - C. Indiscriminate damaging of vegetation.
  - D. Disposal of trees, brush, and other debris in any wetlands, surface waters, or unspecified locations.
  - E. Discharging injurious silica dust concentrations into the atmosphere closer than 200 feet to areas of human occupation.
  - F. Closing off clear access to the site without the prior the consent of the Project Representative and the NJSEA.
  - G. Operation of equipment outside the boundaries of the working area.

**7.0 ACCIDENT REPORTS**

- 7.1 The Contractor shall promptly report, in writing within 24 hours to the Project Representative, all accidents whatsoever arising out of, and in conjunction with the performance of work, whether on or adjacent to the working site, which cause death, personal injury or property damage, giving details and statements of witnesses.
- 7.2 In addition, if death or serious personal injury is caused, the accident shall be reported immediately, by telephone, to the Project Representative.
- 7.3 If any claim is made by a third person against the Contractor on account of any accident, the Contractor shall promptly report the matter in writing, within 24 hours to the Project Representative, giving full details of the claim.

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**8.0 WASTE DISPOSAL**

- 8.1 All debris and waste materials shall be removed from the site by vehicles designed for the transport of the various materials being removed.

**END SECTION 01000**

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**SECTION 01200**

**PROJECT MEETINGS AND CORRESPONDENCE**

**1.0 MEETINGS**

- 1.1 Project meetings shall be where necessary to discuss the progress and prosecution of the Work. The meetings will be held at the time and place designated by the Project Representative. The Project Representative will prepare minutes of these meetings. The Contractor shall be provided a copy of the minutes for his records. Meeting minutes shall be read and accepted, either as read or as amended, at the following meeting.
- 1.2 The Contractor or the NJSEA may request additional meetings when they believe such are necessary. A minimum of forty-eight (48) hours' notice shall be given, though each request will be treated on an individual basis.

**2.0 CORRESPONDENCE**

- 2.1 Any request in writing by the NJSEA to the Contractor must be answered in writing, in sufficient detail and within a reasonable period of time, by the Contractor.

**3.0 PAYMENT**

- 3.1 Payment for the above work shall not be made under any specific item. The Contractor shall include all costs for the above work in the bid prices for the various items scheduled in the Bid Forms.

**END OF SECTION 01200**

**Project CN-303 NJSEA Arena Stair and Ramp Repairs**  
**GENERAL REQUIREMENTS**

**SECTION 01340**

**SUBMITTALS AND SAMPLES**

**1.0 GENERAL**

- 1.1 All equipment and materials to be incorporated in the Work shall be submitted to the Project Representative for review and acceptance. No equipment or materials shall be processed, fabricated, or delivered to the site without the prior review of submittals and/or samples; and acceptance of same by the Project Representative, except at the sole risk of the Contractor. The Contractor shall be responsible for prompt submission of all submittals and samples to insure there will be no delay to the Work. All material must have certifications that they meet the requirements of the Contract Specifications and Drawings.

**2.0 SUBMITTALS**

- 2.1 All submittals shall be properly referenced to clearly indicate the Contract number, the particular Specification Section, and the Work location, service, and function of each particular item. Inadequate or improperly identified submittals shall be returned to the Contractor without the Project Representative's review.
- 2.2 Each submittal by the Contractor shall have his signature indicating approval of the information contained therein. By approving and submitting the information to the Project Representative, the Contractor represents that he has determined and verified all field measurements, quantities, dimensions, field construction criteria, materials, catalog numbers, and other related data; and that he has reviewed and coordinated each submittal and submittal item with any related approved submittals and the Contract Documents. Any fabrication, erection, setting of equipment, or other work performed in advance of the receipt by the Contractor of submittal(s) returned by the Project Representative and noted as "NO EXCEPTIONS TAKEN" or "MAKE CORRECTIONS NOTED", shall be entirely at the Contractor's own risk. The Contractor is not required to resubmit submittals returned by the Project Representative noted "MAKE CORRECTIONS NOTED". However, the Contractor shall be responsible for making the noted corrections, unless a resubmittal is made.
- 2.3 The notation "NO EXCEPTIONS TAKEN" of a separate item shall not indicate acceptance of the assembly in which the separate item is included. Where manufacturers' publications (in the form of catalogs, pamphlets, or other data sheets) are submitted in lieu of prepared Shop Drawings; such submittals shall specifically indicate the item for which a review is requested. Identification of items shall be made in ink; and sufficient space on the submittals shall be provided for review stamps and comments.
- 2.4 Submittals, and any resubmittals, shall be designated in the following manner
- A. Each original submittal shall be identified by the Contract Number, the applicable Specification Section Number, and the applicable Article Number(s).
  - B. The first resubmittal shall have the letter "A" added to the above number. All items changed shall be noted in a revision box under "A" and dated, or marked with an "A" at the changed area.
  - C. Subsequent resubmittals shall be noted as above with the letters "B", "C", "D", etc., as necessary.

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- D. A revision box shall be included on all drawings detailing where the changes have been made. All changes shall be referenced as noted in "B." above.
- 2.5 Contractor shall prepare submittals as PDF package, incorporating complete information into each PDF file and submit to the Project Representative. Name PDF file with submittal number.
- 2.7 The Contractor agrees that submittals processed by the Project Representative are not Change Orders; that the purpose of submittals by the Contractor is to demonstrate to the Project Representative that the Contractor understands the design concept. The Contractor demonstrates his understanding by indicating which equipment and material he intends to furnish and install, and by detailing the fabrication and installation methods he intends to use. The Contractor further agrees that if deviations, discrepancies, or conflicts occur between the submittals and the Contract Documents that were not identified in accordance with paragraph 2.7 herein, the Contract Documents shall control and shall be followed at no extra cost.
- 2.8 If the submittals contain any deviations from the Contract Documents, the deviations must be specifically mentioned in the Contractor's submission and letter of transmittal. The Contractor is fully responsible for all required changes to the Work resulting from the deviations. Where such deviations require revisions to layouts or structural changes in the specified Work, the Contractor shall, at his own expense, prepare and submit a revised layout drawing for review. Revision drawings shall include design calculations prepared, signed, and sealed by a licensed New Jersey Professional Engineer/Land Surveyor as needed. Such drawings shall be the same size as the Contract Drawings. The Contractor will not be relieved of his responsibilities for any deviations from the Contract Documents, unless the Project Representative has given written concurrence to the specific deviations. Concurrence by the Project Representative shall not relieve the Contractor from his responsibility for errors and omissions in the submittals.
- 2.9 The Project Representative will review and comment on submittals with reasonable promptness provided the submissions are complete. The Project Representative's review shall only be for conformance with design concepts of the Project and for compliance with the information given in the Contract Documents. It shall not extend to means, methods, sequences, techniques, and procedures of construction, or to safety precautions or programs incident thereto. The Project Representative's review shall be confined to general arrangements in compliance with the Contract Documents, and will not be for the purpose of checking dimensions, weights, interferences, clearances, tolerances, or fittings; or coordination of trades.
- 3.0 SAMPLES**
- 3.1 Where required by the Contract Documents, the Contractor shall submit samples of materials to demonstrate that the materials conform to the Contract Documents. Such samples shall be furnished, taken, stored, packed, and shipped as directed, at the expense of the Contractor. Samples shall be packed to reach their destination in good condition.
- 3.2 Each sample shall be identified by the Contract Number, the applicable Specification Section Number, and the applicable Article Number(s).



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- 3.3 To ensure consideration of the samples, the Contractor shall give the Project Representative prior notice by letter that the samples have been shipped, and shall describe the samples in the letter. In no case shall the notification letter be enclosed with the sample.

**4.0 PAYMENT**

- 4.1 Payment for the above work shall not be made under any specific item. The Contractor shall include all costs for the above work in the bid prices for the various items scheduled in the Bid Forms.

**END OF SECTION 01340**

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**SECTION 01410**

**FIELD AND LABORATORY TESTING SERVICES**

**1.0 REQUIREMENTS**

- 1.1 The Contractor shall submit samples of all materials and products, as required. Certified reports of results of tests and analyses shall be furnished, either prior to beginning or during the progress of the work, as may be necessary to demonstrate that they conform to the Specifications. The Contractor shall engage the services of independent, qualified testing agencies to perform all laboratory and field tests and analyses on all materials and products used during construction, as specified in the relevant sections of these specifications. Results of all tests shall be submitted to the Project Representative for review in a timely manner. Samples shall be furnished, taken, stored, packed, shipped and tested, at the expense of the Contractor.
- 1.2 The Contractor shall submit data and samples, or place his orders, sufficiently early to permit consideration, inspection, testing and approval before the materials are necessary for incorporation in the work. Any delays resulting from his failure to do so shall not be used as a basis of a claim against NJSEA or the Project Representative
- 1.3 The NJSEA and the Project Representative reserve the right to perform tests on any materials or products, in addition to those performed by the Contractor. If the Project Representative orders additional sampling and analyses or test of materials which are usually accepted on certification of the manufacturer or which appear defective or not conforming to the requirements of the Specifications, such sampling and analyses or tests will be performed by a laboratory selected by NJSEA. The NJSEA will bear the costs of tests and analyses, if the materials are found to be sound and conforming to the Specifications; if the materials are found defective or not conforming to the Specifications, the Contractor shall bear all of the costs.
- 1.4 Tests required by NJSEA shall not relieve the Contractor from the responsibility of supplying certificates from manufacturers or suppliers to demonstrate conformance with the Specifications.

**END OF SECTION 01410**

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**SECTION 01500**

**TEMPORARY CONTROLS**

**1.0 TRAFFIC CONTROL**

- 1.1 The Contractor shall maintain traffic and protect persons and property within the limits of the Contract from any harm, for the duration of the Contract. Traffic shall be maintained by signs, delineations, or other methods so a person who has no knowledge of conditions can safely, and with a minimum of discomfort and inconvenience, drive or walk over any portion of the Contract area where traffic is to be maintained.
- 1.2 Any restriction or diversion of traffic at any time shall be subject to review by the Project Representative.
- 1.3 Review by the Project Representative of the Contractor's traffic control system shall in no way relieve the Contractor from his full responsibility for the maintenance and protection of traffic.
- 1.4 The Contractor shall always allow access for emergency vehicles to all areas in which he is working.
- 1.5 The Contractor shall provide a safe means of access for pedestrian and vehicular traffic, to all roadways and occupied buildings affected by the Work. Access means shall be subject to the approval of the Project Representative.
- 1.6 Except as necessary during actual working hours (and then only with the specific approval of the Project Representative), the Contractor shall not occupy any public area with his equipment, materials, or personnel within or adjacent to the Project.
- 1.7 No equipment or machinery having caterpillar or other heavy treads (that can mar or damage pavements) shall be permitted to move over or operate from existing pavements unless it is moved on suitable pontoons or trailers. Any damage to existing pavements caused by the contractor's operations shall be repaired by the Contractor at his own expense, or the repairs will be made by others and the cost for same will be charged to the Contractor.
- 1.8 The Contractor shall be responsible for the repair of any damage to roads caused by construction operations.
- 1.9 Contractor shall be responsible for clearly marked pedestrian detours around the work zone and provide advanced notice for any required temporary access restrictions.
- 1.10 Contractor shall take appropriate measures to minimize noise and vibration during equipment installation. All work shall be conducted during approved hours to limit disruption to office personnel.

**2.0 BARRICADES AND GUARDRAILS**

- 2.1 The Contractor shall adequately barricade all areas of work, and any other hazards to traffic flow as required by all applicable codes and laws, to provide safe conditions satisfactory to the Project Representative.

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**3.0 PERMITS AND LIABILITY**

- 3.1 The Contractor is responsible for obtaining all permits, if required, from appropriate utilities prior to commencement of work. The Contractor shall coordinate work per the town requirements and shall prepare a maintenance and protection of traffic plan if so required by same. Review Specific Project Requirements for additional permit information.
- 3.2 The Contractor shall comply with all laws or ordinances applicable to the work under this Contract. The Contractor shall coordinate with the town Police Department prior to initiating haul routes. All service charges and permits shall be obtained at the Contractor's own expense.
- 3.3 The Contractor shall cooperate in every respect with other agencies of the state, town, and private agencies engaged in construction work in the vicinity. Lighting and other methods of protection shall be changed from time to time as conditions change and as ordered by the Project Representative.
- 3.4 Any method or clause under this section is intended to be the minimum requirement. The Contractor shall provide any other facilities that may be required.
- 3.5 The Contractor agrees to assume all responsibility for damage to persons or property that may accrue during the prosecution of the work, due to negligence of the Contractor, the Contractor's agents or employees, in failing to comply with the requirements of the specifications or other necessary precautions for the protection and safety of traffic.
- 3.6 The Contractor shall have no claim against the town, county, state or NJSEA for the extension of the time of completion of this contract nor for damages due to delay, inconvenience or expense caused by the provisions of this section.

**4.0 RESTORATION AND CLEAN-UP**

- 4.1 Upon completion of the Contract, all signs, barricades, and temporary controls shall be removed from the Project Site and shall become the property of the Contractor. The contractor shall remove damaged, excess, and waste materials from the Project Site and dispose of the materials properly.

**5.0 SITE SECURITY**

- 5.1 The Contractor shall provide adequate security at the site, to protect work and materials, and to prevent un-authorized personnel from entering the site throughout the duration of the Project. This may include nighttime and weekend watchmen if necessary, temporary site lighting, and installing perimeter fencing and gates. All costs in connection with the providing of the site security shall be borne by the contractor.

**6.0 PAYMENT**

- 6.1 Separate payment will not be made for the work of this Section. The cost shall be included in the prices bid for the various items of work scheduled in the Bid.

**END OF SECTION 01500**

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**SECTION 01550**

**HEALTH AND SAFETY PROVISIONS**

**1.0 GENERAL REQUIREMENTS**

- 1.1 The following personal protective equipment (PPE) will be required for the work to be performed within a specific area:
  - A. Hard hat, safety glasses, steel toe/shank work boots, traffic safety vest.
- 1.2 The Contractor is responsible to monitor working conditions at all times during construction and, if it is found to be necessary, to provide appropriate protective clothing, equipment and facilities for its personnel, and/or to establish workplace procedures to ensure their safety, and to enforce the use of these procedures, equipment and/or facilities.
- 1.3 The Contractor shall prepare and implement a Health and Safety protection program which shall be described in detail in a site-specific health and safety plan (HASP). The HASP shall require the Contractor to have a Site Health and Safety Coordinator (SHSC).
- 1.4 The Contractor shall engage an independent, qualified health and safety expert to monitor Site conditions during construction activities and recommend all necessary health and safety protection. The Contractor shall follow such recommendations and shall provide such protection to his personnel and personnel of the Owner and Project Representative, as may be affected.
- 1.5 The Contractor shall comply with all Federal, State, and local safety and health requirements related to the presence of combustible gases, nausea-inducing gases, hazardous substances, and physical hazards, as well as the specific requirements stated in this Section and else in the Specifications.
- 1.6 In addition to the above requirements, the Contractor shall comply with the following requirements:
  - A. All construction equipment on the Site shall be equipped with vertical exhaust pipes or spark-proof exhausts.
  - B. Smoking shall not be permitted in any area where gases can accumulate, or in the vicinity of any combustible material, such as a wood, paper, brush, etc.

**2.0 APPLICABLE REGULATIONS**

- 2.1 The Contractor and his subcontractors shall comply with all applicable Federal, State, and local laws and regulations concerning worker health and safety. All work shall be in accordance with safety and health regulations promulgated by the U.S. Department of Labor OSHA at 29 CFR 1910: Occupational Safety and Health Standards and at 29 CFR 1926: Safety and Health Regulations for Construction.

**3.0 SUBMITTALS**

- 3.1 Site-Specific Health and Safety Plan – Prior to commencement of the work, the Contractor shall:
  - A. Submit in writing a site-specific health and safety plan (HASP); and

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- B. Meet with the Project Representative to develop mutual understandings relative to the compliance with the provisions of this Section and implementation of the HASP.

**4.0 EXECUTION**

- 4.1 The Contractor shall implement the Health and Safety protection program, as prepared by his independent, qualified health and safety expert. The HASP shall require the Contractor to have a Site Health and Safety Coordinator (SHSC) present at all times during construction activities.

**END OF SECTION 01550**

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**SECTION 01600**

**EQUIPMENT AND MATERIALS**

**1.0 TRANSPORTATION AND HANDLING**

- 1.1 The Contractor shall be responsible to insure that all equipment and materials are delivered to the project site in good condition. The Contractor shall coordinate with his suppliers to insure that deliveries are made in a timely manner and do not delay the Work.
- 1.2 The Contractor shall take whatever measures are necessary to provide for the proper handling of all equipment and materials.

**2.0 STORAGE AND PROTECTION**

- 2.1 The Contractor expressly agrees that he is responsible for the following as part of the Work:
  - A. Taking every precaution against injuries to persons or damage to property.
  - B. Storing his equipment, materials, and supplies in an orderly fashion at the site, so as not to interfere with the progress of the Work, or the work of others.
  - C. Maintaining the site in a neat, orderly, and workmanlike manner at all times.
  - D. Removing all surplus materials, temporary structures, and debris of any nature resulting from his operations before final payment.
  - E. Placing upon the site, or any part thereof, only such loads as are consistent with the safety of that portion of the site.
- 2.2 The Contractor shall insure that all materials shall be stored to cause the least inconvenience to the NJSEA and the public. All fire hydrants shall be kept free and unobstructed at all times. Water and gas shutoff boxes, and underground power and telephone manholes shall not be covered or otherwise obstructed.
- 2.3 It shall be understood that the responsibility for the protection and safekeeping of all equipment and materials on or near the site shall be entirely that of the Contractor, and no claim shall be made against the NJSEA or Project Representative because of an act by an employee or a trespasser.
- 2.4 During adverse weather, the Contractor shall take all necessary precautions to properly prosecute the Work. When necessary, protection shall be provided by use of tarpaulins, temporary structures, and/or other approved means.
- 2.5 The performance of the Work may be suspended at any time when, in the judgment of the Project Representative, the conditions are unsuitable, or the necessary precautions are not being taken.

**3.0 CLEANING**

- 3.1 Before final acceptance by the NJSEA, the Contractor shall remove from the site all equipment, temporary work, unused and useless materials and rubbish. The Contractor shall repair or replace in an acceptable manner all private and/or public property which may have been damaged or destroyed because of the prosecution of the Work, and shall fill all depressions and water pockets on the property caused by his operations. The Contractor shall clean all drains and ditches within and adjacent to the site, which have been obstructed by his

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operations, and shall leave the site and adjacent properties in a neat and presentable condition.

**4.0 PAYMENT**

- 4.1 Separate payment will not be made for the work of this Section. The cost shall be included in the prices bid for the various items of work scheduled in the Bid.

**END OF SECTION 01600**



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**SECTION 01720**

**PROJECT RECORD DOCUMENTS**

**1.0 PROJECT RECORD DOCUMENTS**

- 1.1 The purpose of the Project Record Documents is to record the actual location of the Work in place and to record changes in the Work.
- 1.2 In addition to the sets of Contract Documents that are required by the Contractor to perform the Work, Contractor shall maintain, at the Site, 1 copy of all Drawings, Specifications, and Addenda, that are part of the Contract as awarded, and also Change Orders, Modifications, approved Shop Drawings, and other approved changes. Each of these documents shall be clearly marked "Project Record Copy" as indicated below, maintained in a clean and neat condition available at all times for inspection by the Project Representative and shall not be used for any other purpose during the progress of the Work.
- A. Each record copy shall bear the legend "PROJECT RECORD COPY" in heavy block lettering, 1/4" high and contain the following data:

PROJECT RECORD COPY

Contractor's Name \_\_\_\_\_  
Contractor's Address \_\_\_\_\_  
Made by \_\_\_\_\_ Date \_\_\_\_\_  
Checked by \_\_\_\_\_ Date \_\_\_\_\_

- B. Where possible, changes from the Contract as awarded Documents shall be conspicuously encircled.
- 1.3 Project Record Requirements
- A. The Contractor shall mark-up the "Project Record Documents" to show:
- a. Approved changes in the Work.
  - b. Details not shown in the original Contract Documents.
  - c. All relocations of Work.
  - e. All changes in dimensions.
- B. As applicable for the project, such information shall include, but shall not be limited to:
- a. All approved structural changes.
  - b. All approved substitutions.
  - c. Elevations and locations of all features referenced to permanent above-ground structures or monuments.
  - d. All approved Change Orders.
- 1.4 Contractor shall keep the Project Record Documents up-to-date from day to day as the Work progresses. Appropriate documents shall be updated promptly and accurately; no Work shall be permanently concealed until all required information has been recorded.
- 1.5 Each month these record drawings will be examined by the Project Representative prior to recommending the approval of the partial payment request to ascertain that the record prints reflect the changes to date.

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- 1.6 Record Shop Drawings: If installed equipment is at variance with the respective approved Shop Drawings, Contractor shall furnish to the Project Representative revised Shop Drawings indicating the actual completed installation.
- 1.7 As-Built Drawings: At the conclusion of the job, the Contractor shall transfer all the changes appearing on the Record Document Prints to the as-built drawings. The as-built drawings shall be completed in accordance with SURVEYING SECTION. The title block for the as-built drawings shall include the name of Contractor.
- 1.8 Shop Drawings for Permanent Records - In addition to the drawings required as above mentioned, Contractor shall submit a list of all approved Shop Drawings of the Work as installed. From this list the Project Representative will select the drawings desired for permanent records. Contractor shall furnish these in a bound set to the Project Representative.
- 1.9 The Project Record Documents shall be submitted by Contractor to the Project Representative when all the Work is completed and shall be approved by the Project Representative before Contractor may request final payment.
- 1.10 Final payment shall be contingent on completion of the above listed requirements in this Section.

**2.0 PAYMENT**

- 2.1 Separate payment will not be made for the work of this Section. The cost shall be included in the prices bid for the various items of work scheduled in the Bid.

**END OF SECTION 01720**

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**SECTION 01740**

**GUARANTEES, WARRANTIES & BONDS**

**1.0 CONTRACTOR'S GUARANTEE**

1.1 The Contractor shall furnish a written guarantee in the following form:

"GUARANTEE"

PROJECT \_\_\_\_\_

CONTRACT NO. \_\_\_\_\_

The Contractor hereby guarantees that the Work specified for the aforesaid Contract will be free from defects of material and workmanship for a period as specified in SECTION 00800 SPECIFIC PROJECT REQUIREMENTS.

The Contractor also guarantees that it will repair or replace, whichever may be deemed necessary by the Project Representative, all defective material or workmanship of the Work that may appear within the guarantee period, to the satisfaction of the Project Representative and without any cost or expense to the Project Representative.

\_\_\_\_\_  
Contractor

By \_\_\_\_\_

Date \_\_\_\_\_

Sworn to me before this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_ Notary Public

- 1.2 Scheduling of corrective Work will be determined by the Project Representative. Work required to correct defective material or workmanship during the guarantee periods shall be done by the Contractor without cost to the NJSEA.
- 1.3 Should the Contractor fail to remedy defects immediately, the Project Representative may furnish such materials and labor as are necessary to bring the Work to the standard called for and the Contractor shall reimburse the Project Representative in full immediately.

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**2.0 WARRANTIES AND GUARANTEES (OTHER THAN CONTRACTOR'S)**

- 2.1 Warranties and guarantees as specified in the respective Sections for products and systems shall be in addition to the Contractor's guarantee, and shall be for such periods and with such conditions as stipulated.

**3.0 BONDS**

- 3.1 The Contractor shall provide bonds as stipulated in SPECIFIC PROJECT REQUIREMENTS.

**4.0 PAYMENT**

- 4.1 Separate payment will not be made for the work of this Section. The cost shall be included in the prices bid for the various items of work scheduled in the Bid.

**END OF SECTION 01740**

**Project CN-303 NJSEA Arena Stair and Ramp Repairs**  
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**SECTION 01760**

**PAYMENT**

**1.0 SCHEDULE OF VALUES**

- 1.1 Coordinate preparation of the Schedule of Values with preparation of the Schedule of Bid Prices. Schedule of Values and associated information will be required for the project. Correlate line items in the Schedule of Values with other required administrative schedules and forms, including:

Schedule of Bid Prices

Application for Payment forms, including Continuation Sheets (AIA Document G702 and G703)

Updated Proposed Sub-Contractor Approval Form

Monthly Photographs

Payment Application Certification Form

See also Payment Application Checklist

Contractor must provide a schedule of values within 10 days of contract award. Schedule of Values should breakout out all required Scope of Work items, including, if applicable, without limitation: Design Services; Insurance; Performance and Payment Bonds; Regulatory approvals/permits; Traffic Control; labor & material for each scope of work item; site mobilization; construction trailer installation Work; soil and erosion sediment control Work; Earthwork; Foundations Work; Concrete Work; Structural Steel Work; Masonry Work; Structure Enclosure Work; Roof Work; Electrical Work; site cleaning/ restoration Work; owner training; closeout documents and site demobilization.

- 1.3 Establish a Schedule of Values by providing at least one line item for each specification section: Project identification: Project name and location, Name of the Owner, Contract number, Contractors name and address, Date of Submittal.
- 1.4 Arrange Schedule of Values in tabular form with separate columns to indicate the following for each item listed: Related Specification Section or Division, Description of Work, Name of Sub-Contractor, Name of manufacturer or fabricator, Name of supplier, Change Orders (number) that affect value, Dollar value, Percent of Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.
- 1.5 Provide a breakdown of the Contract Sum in sufficient detail to facilitate evaluation of Applications for Payment. Break subcontract amounts down into several line items. Round amounts to nearest whole dollar; the total shall equal the Contract Sum.
- 1.6 Provide a separate line item for each part of the Work where Applications for Payment may include materials or equipment, purchased or fabricated and stored, but not yet installed.
- 1.7 Provide separate line items of initial cost of the materials, for each subsequent stage of completion, and for total installed value.
- 1.8 Show line items for indirect costs and margins on costs only when such items are listed individually in Applications for Payment. Each item in the Schedule of Values and Applications for Payment shall be complete. Include the total cost and proportionate share of general overhead and profit margin for each item.

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- 1.9 Items that are not direct cost of work-in-place may be shown as separate line items or distributed as general overhead expense
- 1.10 Update and resubmit the Schedule of Values if Change Orders or Construction Change Directives change the Contract Sum (additions and deductions).

**2.0 APPLICATIONS FOR PAYMENT**

- 2.1 Applications for Payment shall be consistent with previous applications and payments as certified by the NJSEA and/or NJSEA's Representative and paid for by NJSEA.
- 2.2 Payment-Application Forms: Use AIA Document G742 and Continuation Sheets G743 as the form for Applications for Payment.
- 2.3 Entries shall match data on the Schedule of Values and the Schedule of Bid Prices. Use updated schedules if revisions were made.
- 2.4 Include amounts of Change Orders issued prior to the last day of the construction period covered by the application. (Change orders must be approved prior to billing, Signed change order forms must be submitted for each change order being requisitioned)
- 2.5 Transmittal: Submit 3 executed original copies of each Application for Payment to NJSEA. One copy shall be complete, including waivers of lien and similar attachments. Transmit each copy with a transmittal listing attachments and recording appropriate information related to the application.
- 2.6 Waivers of Mechanics Lien: Submit final Applications for Payment with final waivers from every entity involved with performance of the Work covered by the application who may file a lien. Submit waivers of lien on forms, and executed in a manner, acceptable to the Owner.
- 2.7 Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of the first Application for Payment include the following:
  - A. Include Proposed Sub-Contractor Approval Form
  - B. List of principal suppliers and fabricators.
  - C. Schedule of Values.
  - D. Include Updated Monthly CPM schedule.
  - E. Copies of all regulatory agency permits.
  - F. Copies of licenses from governing authorities for any work requiring a government license.
  - G. Certificates of insurance and insurance policies
  - H. Monthly Photographs
  - I. Payment Application Checklist

**3.0 APPLICATION FOR PROGRESS PAYMENTS**

- 3.1 Upon final approval, Contractor to submit original hard copies with all required backup documentation (See Payment Application to the Owner for processing. Contractor to submit three (3) copies of all backup documentation to the Owner. (Contractor to provide electronic copy of Progress payments to Owner)
  - A. Include Payment Application Certification Form
  - B. Include Application for Payment Forms including Continuation Sheets
  - C. Updated Proposed Sub-Contractor Approval Form

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- D. Include all signed partial lien waivers from all Contractors and Sub-Contractors
- E. Sub-Contractor Change Request Breakdown Form (if applicable)
- F. Monthly Photographs Include Updated Monthly Construction schedule.
- G. Copies of all new regulatory agency permits.
- H. Include Certified Payroll for all workers that worked on site, including all I. General Design-Builder employees and Sub-Contractor employees.
- J. Include Copies of Daily Construction Site worker sign in sheets must be provided in correlation with the current application for payment.
- K. Copies of licenses from governing authorities for any work requiring a government license.
- L. Updated Safety Training / Site Orientation / I.D. Badge Log (if applicable)
- M. Copies of updated Project Visitor Log(s)
- N. Initial Safety Training and Contractor Code of Conduct Acknowledgement Forms
- O. Payment Application Checklist.

**4.0 APPLICATION FOR PAYMENT AT SUBSTANTIAL COMPLETION**

- 4.1 Following issuance of the Certificate of Substantial Completion, submit an Application for Payment. Administrative actions and submittals that shall precede or coincide with this application include the following:
- A. Final cleanup / Site Restoration

**5.0 FINAL PAYMENT APPLICATION**

- 5.1 Administrative actions and submittals that must precede or coincide with submittal of the final Application for Payment include the following:
- A. Completion or Project close-out requirements.
  - B. Completion of items specified for completion after Substantial Completion.
  - C. Transmittal of Project construction records to NJSEA

**END OF SECTION 01760**

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**SECTION 01780**

**COORDINATION**

**1.0 GENERAL**

- 1.1 The NJSEA Meadowlands Arena is an active building with ongoing daily activities as well as various scheduled events. The Contractor shall cooperate with the Owner for use of site with respect to events that are known at time of Bid, and, for events that are not known at the time of Bid.
- 1.2 Contractor to maintain pedestrian access along exterior of building as noted on the Site Plan.

**2.0 COORDINATION WITH OCCUPANTS**

- 2.1 The successful bidder must coordinate all work with the NJSEA.

**END OF SECTION 01780**