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

# PROJECT MANUAL

for

# NJSEA Lyndhurst Admin Building Partial Roof Replacement

Contract No.CN-308

## Book 3 of 4

**GENERAL CONDITIONS AND REQUIREMENTS**

**November 10, 2026**

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# SECTION 00 70 00

# 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; the meaning set forth in Book 1, Section 4.

Bid - The proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed; a timely and completely submitted set of documents as established by Instructions to Bidders.

Bidder - Any corporation, partnership, or individual who submits a bid for the Work; an entity who submits a Bid and who meets the requirements set forth in the Bid Documents.

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; a legally binding amendment to 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; means NJSEA Contract CN-308.

Contractor - The company to whom the Contract has been awarded and who is responsible for performing the Work; is the Successful Bidder that enters into a Contract for this procurement.

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.

Final Completion– The stage in the progress of the Work when all Work required by the Contract Documents has been completed, including correction of punch-list items, required testing and commissioning, final cleaning and restoration, and submission and acceptance of required closeout documentation. Final Completion shall be established by NJSEA's written determination in accordance with Article 12.8. Final Completion shall not relieve the Contractor of warranties, guarantees, or other obligations expressly surviving completion under the Contract Documents.

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; NJSEA.

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; refers to the NJSEA Lyndhurst Admin Building Partial Roof Replacement.

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

Substantial Completion – The stage in the progress of the Work when the Work, or a designated portion thereof expressly authorized by NJSEA, is sufficiently complete in accordance with the Contract Documents so that NJSEA can safely, lawfully, and effectively occupy or use the Work for its intended purpose. Minor incomplete or corrective Work may remain, provided it does not materially interfere with such use and is identified on a written punch list. Substantial Completion shall be established by NJSEA through issuance of a written Certificate of Substantial Completion identifying the effective date thereof.

Successful Bidder - The Contractor, the lowest qualified, responsible bidder to whom the NJSEA awarded the Contract; the lowest, qualified, responsible Bidder to whom the NJSEA makes the award, based on the NJSEA's evaluation of all bids and information received.

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.

SCHEDULED HOLIDAYS – *Follow all observed NJ State Holidays*

| | |
|---|---|
| Friday, January 1, 2027 | New Year's Day |
| Monday, January 18, 2027 | Martin Luther King, Jr. Day |
| Monday, February 15, 2027 | President's Day |
| Friday, March 26, 2027 | Good Friday |
| Monday, May 31, 2027 | Memorial Day |
| Friday, June 18, 2027 | Juneteenth (Observed) |
| Monday, July 5, 2027 | Independence Day (Observed) |
| Monday, September 6, 2027 | Labor Day |
| Monday, October 11, 2027 | Columbus Day |
| Tuesday, November 2, 2027 | Election Day |
| Thursday, November 11, 2027 | Veteran's Day |
| Thursday, November 25, 2027 | Thanksgiving Day |
| Friday, December 24, 2027 | Christmas Holiday |
| Friday, December 31, 2027 | New Year's Day (Observed) |

## 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. All documents required prior to Contract execution shall be submitted in accordance with Book 1, Section 42.

2.2 The NJSEA shall furnish the Contractor a maximum of three (3) copies of the Contract Documents for their use in the execution of the Work. Contract Documents may also be furnished electronically. Additional copies will be furnished, upon request, at the cost of reproduction. The Contractor shall be responsible for providing current Contract Documents and authorized revisions to their Subcontractors and suppliers.

2.3 Not used.

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 without the prior written authorization of the NJSEA. The Contractor shall obtain all required approvals, permits, and authorizations applicable to the Work before commencing the affected activities.

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 also verify reasonably accessible existing conditions, dimensions, elevations, and interfaces affecting the Work. 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. Nothing herein shall modify the provisions governing subsurface or differing physical conditions under Article 4.0.

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. The Contractor shall prepare, maintain, and update the CPM schedule, submittal log, supply chain management log, and look-ahead schedules in accordance with Book 1 and the Contract Documents. The schedule shall incorporate the required Milestones, procurement activities, inspections, and coordination with NJSEA operations and other contractors. 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 their full responsibility therefor.

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. Materials and equipment shall also

comply with the applicable technical specifications, approved submittals, and Section 01 60 00 – Product Requirements.

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, subject to the substitution requirements and restrictions established in Book 1, Section 45, and the applicable technical specifications. 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, through the Design Consultant where required by the Contract Documents, 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. No substitution shall be incorporated into the Work without the written acceptance required by the Contract Documents. Acceptance of a substitution shall not, by itself, authorize an adjustment to the Contract Price or Contract Time.

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. All Work shall be coordinated with NJSEA operations and shall comply with the working-hour restrictions and approval requirements established in Section 00 80 00. Approval to perform Work outside regular working hours shall not, by itself, constitute authorization for additional compensation or an extension of Contract Time.

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 their 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. The Contractor shall protect existing NJSEA facilities, utilities, improvements, artwork, and adjacent properties, and shall maintain required public, pedestrian, and emergency access in accordance with the Contract Documents. The Contractor shall remain responsible for construction means, methods, techniques, sequences, procedures, and safety precautions.

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, 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 or required by applicable law. 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. The Contractor shall not proceed with affected Work based upon an interpretation that has not been confirmed in writing by the Project Representative.

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).

Where a conflict, error, ambiguity, or discrepancy exists between provisions of the Contract Documents, the Contractor shall request a written interpretation or clarification from the Project Representative in accordance with paragraph 8.3 before proceeding with the affected Work. Nothing herein shall supersede any order of precedence expressly established elsewhere in the Contract Documents.

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 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. Written clarifications and minor variations issued in accordance with paragraphs 8.3 and 8.4 shall not, by themselves, constitute authorization for an adjustment to the Contract Price or Contract Time. Any claim for such adjustment shall be submitted in accordance with Articles 10.0 and 11.0.

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. The Contractor shall maintain current copies of the Contract Documents, Addenda, and authorized revisions at the Project Site and shall ensure that Subcontractors and suppliers perform the Work using the current applicable documents.

## 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. The Contractor shall coordinate the use of designated work areas, access routes, staging areas, and storage areas with the Project Representative and shall not occupy or obstruct areas outside those authorized by the NJSEA. The Contractor shall maintain required access to existing NJSEA facilities and operations in accordance with the Contract Documents.

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 verify the location and suitability of the reference points prior to their use and shall promptly notify the Project Representative of any discrepancies. 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 resulting from the Contractor's operations or failure to protect such 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 check all such information, and determine the exact location of all underground facilities in the field. Prior to excavation, drilling, pile installation, or other activities that may affect underground facilities, the Contractor shall obtain required utility markouts and perform appropriate field verification in accordance with applicable laws, regulations, and the Contract Documents. The Contractor shall coordinate with the NJSEA and applicable utility owners regarding the location and protection of existing facilities. 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 to the extent caused by the Contractor's operations or failure to comply with the Contract Documents.

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 Contractor shall protect the facility from damage

and shall not disturb, relocate, remove, or connect to the facility without the required written authorization. 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. Any adjustment to the Contract Price or Contract Time resulting from such condition shall be determined in accordance with paragraphs 4.5 through 4.7 and the applicable provisions governing changes in the Work.

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; they shall immediately notify the Project Representative in writing. The notice shall identify the location and nature of the condition and its anticipated effect, if any, on the Work. The Contractor shall document the condition and preserve available evidence for review by the Project Representative. Before proceeding with affected work, the Contractor shall obtain a written interpretation or clarification from the Project Representative. The Contractor shall not disturb the affected condition beyond what is reasonably necessary to protect persons, property, and the Work, except as authorized by 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. The Contractor shall provide reasonable access and cooperation for such review, explorations, or tests. The Project Representative's review shall consider the Contract Documents, available information concerning existing conditions, and the conditions encountered.

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. Any adjustment shall be limited to the demonstrated effect of the differing condition on the Work and shall be subject to the applicable notice, documentation, and claim requirements of the Contract Documents.

## 5.0 BONDS AND INSURANCE

5.1 Refer to the Section 00 80 00 – 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. The Contractor shall coordinate all required permits, inspections, utility connections, and approvals with the NJSEA and applicable authorities, and shall not commence affected Work until the required authorizations have been obtained.

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 their work. The Contractor shall be responsible for the finished Work complying accurately with the Contract Documents. The Contractor shall coordinate the Work of their Subcontractors and suppliers and shall remain responsible for compliance with all applicable safety, quality, and scheduling requirements.

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. The Contractor shall provide the Project Manager, Assistant Project Manager/Project Engineer, and Project Superintendent identified in the Key Personnel Form, in accordance with Book 1, and the applicable staffing requirements of the Contract Documents. Any proposed replacement of Key Personnel shall be subject to prior written approval of the NJSEA. There is no separate pay for any other personnel.

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. The Contractor shall maintain sufficient qualified personnel to perform the Work in accordance with the approved progress schedule and required Milestones.

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, to the extent applicable, and all other applicable Federal, State, and local labor and safety laws and regulations.

6.6 The Contractor and their 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 from active duty, to the extent permitted by applicable law and the Project Labor Agreement.

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. The Contractor shall maintain and update the submittal log, supply chain management log, and CPM schedule in accordance with Book 1. The Contractor shall promptly notify the Project Representative in writing of any anticipated procurement or delivery delay that may affect the progress of the Work and shall identify proposed corrective measures.

6.8 The Contractor shall be fully responsible to the NJSEA and the Project Representative for all acts and omissions of their 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

therefrom. 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. The Contractor shall not proceed with affected Work in violation of applicable laws or regulations while awaiting such clarification.

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. No such removal, replacement, or relocation shall be performed without prior written authorization from the NJSEA and the applicable utility owner, where required.

6.11 The Contractor shall be responsible for all damages caused by the Contractor or their Subcontractors, suppliers, or other persons for whom the Contractor is responsible 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. The Contractor shall promptly notify the NJSEA and the Project Representative in writing of any such claim and shall not enter into any settlement imposing an obligation upon the NJSEA without the NJSEA's written consent.

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. The Contractor shall verify the adequacy of existing structures and temporary supports before imposing construction loads upon them.

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. The Contractor shall prepare and implement the site-specific Health and Safety Plan and provide the required Site Health and Safety Coordinator in accordance with Section 01 35 29 – Health and Safety Provisions. The Contractor shall remedy all damage, injury, or loss to any persons or property caused by the Contractor, or any of their 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 During the performance of the Work, should the Contractor discover any apparent code violations, unsafe conditions, or other conditions contrary to the reliability or safe operation of existing facilities or equipment, the Contractor shall immediately notify the Project Representative in writing. The Contractor shall take appropriate measures within its responsibility to protect persons and property and shall not proceed with affected Work until the condition has been addressed or appropriate direction has been provided.

6.15 The Contractor shall be responsible for repairing any damage caused by their 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. Where permanent repairs cannot reasonably be completed within four hours, the Contractor shall immediately implement necessary protective measures and temporary repairs and shall complete permanent repairs as directed by the NJSEA. 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, the NJSEA may withhold an amount reasonably necessary to protect the NJSEA against the estimated cost of the repairs, in accordance with the applicable payment provisions of the Contract Documents.

6.16 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. The Contractor shall notify the Project Representative and the NJSEA as soon as practicable of the emergency and the actions taken.

6.17 The Contractor and their 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 their Subcontractors to protect the Work; it shall be repaired, or removed and replaced, at the expense of the Contractor. The Contractor shall provide temporary weather protection as necessary to protect existing facilities, occupied areas, and Work in progress.

6.18 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, except as otherwise required by applicable law, necessary to address an imminent safety hazard, or directed in writing by the NJSEA in accordance with the Contract Documents.

6.19 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. The Contractor shall promptly correct the deficiencies giving rise to the stop-work order and shall not resume the affected Work until authorized by the NJSEA or the Project Representative.

6.20 The Contractor and their 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. The Contractor and their Subcontractors shall also comply with the applicable Project Labor Agreement, certified payroll requirements, and all other labor requirements established by the Contract Documents and applicable law.

6.21 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, or for such longer period as may be required by applicable law or the Contract Documents. Records which relate to any dispute, appeal, 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, or for such longer period as may be required by applicable law.

6.22 The Contractor shall constantly give their personal attention to the faithful prosecution of the Work; and shall keep the Work under their 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 their claim thereto), without the written consent of the NJSEA and the surety on the bond. All subcontracting shall comply with the Subcontractor approval and self-performance requirements of the Contract Documents.

6.23 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, subject to the applicable provisions of the Contract Documents and without duplication of amounts otherwise recovered by the NJSEA.

6.24 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 caused by their operations or failure to comply with the Contract Documents, and shall restore them to their original condition, at no cost to the NJSEA. The Contractor shall comply with the utility identification, protection, and notification requirements of Article 4.0.

6.25 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. The Contractor shall maintain safe and unobstructed access to occupied NJSEA facilities, public areas, and emergency access routes as required by the Contract Documents.

6.26 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. The Contractor shall coordinate their Work with such other work as required by the Contract Documents and as directed by the Project Representative.

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. The Contractor shall promptly notify the Project Representative in writing of any conflicts or interference between the Work and the work of others that may affect the progress, safety, or completion of the Work. The Contractor shall cooperate with the NJSEA and other contractors in resolving such conflicts and shall not modify or interfere with the work of others without the required written authorization. Any claim for an adjustment to the Contract Price or Contract Time resulting from such conflicts or interference shall be submitted in accordance with Articles 10.0 and 11.0 of these General Conditions.

## 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 their Subcontractors or suppliers furnishing or performing any of the Work.

## 9.0 CHANGES IN THE WORK

9.1 The NJSEA may, without invalidating the Contract, order additions, deletions, or revisions to the Work within the general scope of the Contract. Changes in the Work shall be authorized by a Change Order or Written Change Directive issued in accordance with this Article. No change shall be binding upon the NJSEA unless authorized in writing by the NJSEA or its duly authorized representative in accordance with the Contract Documents.

9.2 A Change Order shall be a written document recommended by the Project Representative and signed by the Contractor and the NJSEA, authorizing a change in the Work and any resulting adjustment to the Contract Price or Contract Time. Upon execution of a Change Order, the Contractor shall promptly proceed with the changed Work in accordance with the Contract Documents.

9.3 When the NJSEA determines that a change in the Work is necessary but the parties have not agreed upon the adjustment to the Contract Price or Contract Time, the NJSEA may issue a Written Change Directive directing the Contractor to proceed with the changed Work. A Written Change Directive shall be issued only by the NJSEA or its duly authorized representative and shall describe the changed Work, the effective date, and the required performance. The Contractor shall promptly proceed with the directed Work while preserving its right to request an adjustment in accordance with Articles 10.0 and 11.0. A Written Change Directive shall not, by itself, constitute approval of an adjustment to the Contract Price or Contract Time.

9.4 Upon receipt of a Written Change Directive, the Contractor shall maintain separate, accurate, and contemporaneous records of the labor, materials, equipment, Subcontractor costs, and other direct costs attributable to the directed Work. Such records shall be submitted to the Project Representative in accordance with the Contract Documents. The Contractor shall also identify any anticipated impact on the progress schedule, critical path, or Contract Milestones. The Contractor's records shall be subject to verification and audit by the NJSEA. Review or acknowledgment of such records shall not constitute acceptance of the claimed costs or time impacts.

9.5 The Contractor shall submit a proposed adjustment to the Contract Price or Contract Time, together with supporting documentation, in accordance with Articles 10.0 and 11.0. Any adjustment shall be based upon the demonstrated increase or decrease in the cost of performing the Work and the demonstrated effect, if any, on the Contract Time.

No adjustment to the Contract Time shall be granted without supporting schedule analysis establishing the effect of the change on the applicable critical path or Contract Milestones, subject to the requirements of the Contract Documents.

9.6 The Project Representative may authorize minor variations in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment to the Contract Price or Contract Time. Such variations shall be issued in writing. A clarification, interpretation, response to a Request for Information, shop drawing review, field observation, or verbal direction shall not constitute authorization for additional compensation or Contract Time unless incorporated into a Change Order or otherwise authorized in accordance with this Article.

9.7 Except for emergency action necessary to protect persons, property, or the Work in accordance with paragraph 6.16, the Contractor shall not perform extra or changed Work without prior written authorization in accordance with this Article. Work performed without such authorization shall be at the Contractor's risk and shall not entitle the Contractor to an adjustment to the Contract Price or Contract Time, except as otherwise required by applicable law.

9.8 The Contractor shall continue performance of the Work during the review, negotiation, or resolution of proposed changes and claims, except as otherwise directed in writing by the NJSEA or required by applicable law. The existence of a disagreement concerning the cost or time associated with changed Work shall not, by itself, relieve the Contractor of its obligation to proceed with properly authorized Work.

9.9 Upon agreement or final determination of the adjustment attributable to Work performed under a Written Change Directive, the adjustment shall be incorporated into the Contract by Change Order. No payment for changed Work shall be made except in accordance with the applicable payment provisions and authorized Contract modifications. Nothing in this Article shall waive the NJSEA's rights or remedies under the Contract Documents.

## 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 (10) days after the occurrence of the event giving rise to the claim. Such notice shall identify the event giving rise to the claim, the affected Work, and the basis for the requested adjustment. The amount of the claim, with supporting data, shall be delivered within twenty (20) 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. Supporting data shall include, as applicable, an itemized breakdown of labor, materials, equipment, Subcontractor costs, quantities, and applicable overhead and profit, together with invoices, payroll records, equipment records, and other documentation necessary to substantiate the claim. The Contractor shall identify any associated request for an adjustment to the Contract Time in accordance with Article 11.0. The validity of all claims shall be determined by the Project Representative. The Project Representative's determination shall be subject to NJSEA approval, and no adjustment to the Contract Price shall be effective unless authorized by an executed Change Order.

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. The Contractor shall maintain records sufficient to verify the actual quantities of unit price Work performed and shall provide such records to the Project Representative upon request. 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. The proposed lump sum shall be supported by an itemized cost breakdown, including applicable Subcontractor quotations, labor, materials, equipment, and overhead and profit. The NJSEA may request additional supporting documentation reasonably necessary to evaluate the proposed adjustment.

10.4 Contractor's overhead and profit on Change Orders shall be limited to 10% and 5%, respectively, on Self-Performed Work and to 5% on Work being performed by others including but not limited to Subcontractors and subconsultants. Such percentages are maximum allowable markups and shall not be applied to costs already inclusive of the same overhead or profit. No duplicate markups, unsupported costs, or charges for Work already included in the Contract Price shall be allowed.

## 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 (10) days after the occurrence of the event giving rise to the claim. Such notice shall identify the event, the date of occurrence, the affected activities, and the anticipated impact on the Contract Time or applicable Contract Milestones. The extent of the claim with supporting data shall be delivered within ten (10) 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. Supporting data shall include, as applicable, contemporaneous project records, relevant correspondence, daily reports, the approved baseline schedule, schedule updates, and a schedule analysis demonstrating the actual or reasonably projected effect of the event on the critical path and applicable Contract Milestones. The Contractor shall identify any concurrent delays and measures taken or proposed to mitigate the delay. The Project Representative shall determine the validity of all claims for adjustment to the Contract Time. No adjustment to the Contract Time or Contract

Milestones shall be effective unless approved in writing by the NJSEA and incorporated into an executed Change Order.

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. An extension shall be limited to the demonstrated delay affecting the critical path to completion or an applicable Contract Milestone and shall not include delays that can reasonably be absorbed by available schedule float or overcome through reasonable mitigation. The Contractor shall not be entitled to duplicate extensions for overlapping delay events. An extension of Contract Time shall not, by itself, establish entitlement to additional compensation, which shall be determined separately in accordance with Article 10.0 and the other applicable provisions of the Contract Documents.

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. Any adjustment to the Contract Time or Contract Milestones shall be documented by Change Order and shall be coordinated with the applicable milestone completion requirements and liquidated damages provisions of the Contract Documents.

## 12.0 PAYMENTS TO CONTRACTOR; INSPECTION AND COMPLETION

12.1 Payment Schedule: Please refer to Technical Specifications and Section 01 29 00 – Payment Procedures, including the Payment Application Checklist, for the requirements governing the Schedule of Values, Applications for Payment, supporting documentation, and final payment.

12.2 The Project constitutes one Contract for the complete Work unless otherwise expressly provided in the Contract Documents. Progress payments, inspections, occupancy, or use of any portion of the Work by NJSEA shall not, by themselves, constitute Substantial Completion, Final Completion, or acceptance of incomplete or defective Work.

12.3 Substantial Completion and Final Completion shall be determined and documented in accordance with this Article.

12.4 Neither issuance of a Certificate of Substantial Completion, confirmation of Final Completion, nor payment by NJSEA shall relieve the Contractor of responsibility for defective or nonconforming Work, applicable warranties and guarantees, or obligations expressly surviving completion under the Contract Documents.

12.5 The Total Contract Price 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 their own expense, without change to the Total Contract Price. Any adjustment to the Total Contract Price shall be authorized by Change Order in accordance with Articles 9.0 and 10.0 of these General Conditions.

12.6 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 their work progressing in accordance with their 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.
K. Failure to submit any items required by the Contract Documents in the time frame specified.
L. Failure to maintain insurance and/or to provide proof of insurance.
M. Failure to submit a complete and accurate Application for Payment, including required supporting documentation, updated Schedule of Values, approved Change Orders, and other documentation required by Section 01 29 00 – Payment Procedures and the Payment Application Checklist
N. Failure to correct defective or nonconforming Work identified by the NJSEA or Project Representative, or failure to complete required inspections, testing, or corrective work.
O. Failure to maintain current Project Record Documents, including required as-built information, in accordance with the Contract Documents.

12.7 The NJSEA may withhold payment in an amount reasonably necessary to protect its interests for the foregoing conditions, subject to applicable law and the other provisions of the Contract Documents. Payment withheld for a particular deficiency shall be reconsidered when the deficiency has been satisfactorily corrected and the NJSEA has received the required supporting documentation.

12.8 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.

12..9 Each Application for Payment shall be prepared and supported in accordance with Section 01 29 00, shall include a completed Payment Application Checklist, and shall include only Work properly performed and otherwise eligible for payment under the Contract Documents.

12.10 To ensure 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 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.

12.11 Substantial Completion

A. When the Contractor considers the Work sufficiently complete for its intended use, the Contractor shall notify the Project Representative in writing and request an inspection for Substantial Completion. The request shall include a proposed punch list identifying remaining incomplete or corrective Work.

B. The Project Representative shall inspect the Work and determine whether the requirements for Substantial Completion, as defined in Article 1.1, have been satisfied.

C. If the Work is not substantially complete, the Project Representative shall identify the deficiencies preventing Substantial Completion. The Contractor shall correct such deficiencies and request reinspection.

D. When NJSEA determines that Substantial Completion has been achieved, NJSEA shall issue a written Certificate of Substantial Completion identifying:

- The effective date of Substantial Completion.
- The Work or designated portion thereof covered by the Certificate.
- The remaining punch-list items and the required completion date.
- Any applicable conditions relating to occupancy, access, protection, maintenance, and operation of the Work.
- The commencement date of applicable guarantees and warranties, subject to the Contract Documents.

E. Issuance of the Certificate of Substantial Completion shall not constitute Final Completion, acceptance of defective Work, or release of the Contractor from remaining contractual obligations.

12.12 Completion of Remaining Work

A. Following Substantial Completion, the Contractor shall diligently complete all remaining Work, correct punch-list deficiencies, and submit required closeout documentation within the time established by the Contract Documents or the Certificate of Substantial Completion.

B. The Contractor shall maintain sufficient personnel, supervision, insurance, and other resources necessary to complete the remaining Work in accordance with the Contract Documents.

C. NJSEA's occupancy or use of the Work shall not relieve the Contractor of responsibility for completing the remaining Work, correcting defective Work, or fulfilling applicable warranty and guarantee obligations.

12.13 Final Completion

A. Upon completion of all remaining Work and required closeout obligations, the Contractor shall notify the Project Representative in writing and request a final inspection.

B. The Project Representative shall inspect the Work and review the required closeout documentation to determine whether the requirements for Final Completion have been satisfied.

C. If deficiencies remain, the Contractor shall correct such deficiencies and request reinspection.

D. Upon satisfactory completion of all required Work and closeout obligations, NJSEA shall issue written confirmation of Final Completion establishing the effective date thereof.

E. Final Completion shall not relieve the Contractor of obligations that expressly survive completion under the Contract Documents, including applicable warranties, guarantees, indemnification obligations, and correction of latent defects.

12.14 Final Payment

A. Following written confirmation of Final Completion, the Contractor may submit its final Application for Payment in accordance with Section 01 29 00 – Payment Procedures and the applicable provisions of the Contract Documents.

B. Final Payment shall remain subject to NJSEA's review and acceptance of the required payment documentation, releases, certifications, and other applicable contractual requirements.

C. Neither Final Completion nor Final Payment shall constitute a waiver of NJSEA's rights concerning defective Work, applicable warranties, guarantees, or obligations expressly surviving completion.

## 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. Upon receipt of the notice, the Contractor shall promptly suspend the affected Work, protect and secure the Work and materials, and take reasonable measures to minimize costs and delays attributable to the suspension. The Contractor shall continue performance of all portions of the Work not affected by the suspension, unless otherwise directed by the NJSEA. 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. Any such claim shall be

submitted and supported in accordance with Articles 10.0 and 11.0. Only costs and schedule impacts demonstrated to be directly attributable to the suspension shall be considered, and any approved adjustment shall be documented by Change Order.

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. The notice shall identify the grounds for termination and shall be delivered in accordance with the notice provisions of the Contract Documents. In such case, the Contractor shall not be entitled to receive any further payment until the Work has been completed and the NJSEA has determined the costs, damages, and other amounts chargeable to the Contractor, subject to applicable law. 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 their 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 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 (30) consecutive calendar days.

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.

Upon termination for cause, the NJSEA may, subject to the Contract Documents and applicable law, take possession of the site and the Work, secure materials and equipment intended for incorporation into the Work, and arrange for completion of the remaining Work by such means as the NJSEA determines appropriate. The Contractor shall remain responsible for costs and damages properly chargeable to it under the Contract Documents. The NJSEA shall document the condition and status of the Work and prepare an accounting of the costs of completion and amounts previously paid.

13.3 Upon seven (7) 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. The Contractor shall promptly discontinue the terminated Work, protect and secure the Work and materials, terminate or assign affected subcontracts and purchase orders as directed by the NJSEA, and take reasonable steps to minimize termination costs. Payment shall be limited to properly performed Work through the effective date of termination and reasonable, documented, unavoidable termination expenses, subject to applicable law. No payment shall be made for Work not performed or for anticipated profits on unperformed Work. The Contractor shall submit supporting documentation sufficient for the NJSEA to verify the amounts claimed.

## 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. Notices required under the Contract Documents, including notices of claims, changes, delays, suspension, or termination, shall be provided in writing and directed to the appropriate parties in accordance with the applicable provisions of the Contract Documents. Electronic correspondence shall not constitute formal notice unless expressly authorized by the Contract Documents or acknowledged and accepted in writing by the NJSEA for that purpose.

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. This provision shall apply to administrative notice and submission periods unless otherwise expressly stated in the Contract Documents. Contract Time, completion dates, and Contract Milestones established in

consecutive calendar days shall be calculated in accordance with the applicable Contract Documents and shall not be extended solely because the last day falls on a Saturday, Sunday, or legal holiday observed by the NJSEA.

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. The written notice shall identify the nature, location, and date of the occurrence, the persons or property affected, and the circumstances giving rise to the injury or damage, to the extent known. The party providing notice shall furnish available supporting documentation and shall supplement such information as additional facts become known. The Contractor shall promptly take reasonable measures to prevent further injury or damage and shall comply with all applicable safety, incident reporting, and insurance notification requirements of the Contract Documents.

## 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 of 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 or equipment fabricated to a special design) proposed for each portion of the work. The submission shall identify the proposed Subcontractor's scope of Work and shall include applicable licenses, registrations, qualifications, and other documentation required by the Contract Documents. The Owner will reply to the Contractor stating whether or not the Owner has reasonable objection to any such proposed person or entity. The Contractor shall not permit a proposed Subcontractor to commence Work until the required information has been submitted and the Owner has had a reasonable opportunity to review the proposed Subcontractor.

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. The Owner's review of, or lack of objection to, a proposed Subcontractor shall not relieve the Contractor of responsibility for the performance of the Work or compliance with the Contract Documents.

15.4 The Contractor shall not change a Subcontractor, person or entity previously selected if the Owner makes reasonable objection to such substitute. The Contractor shall provide prior written notice to the Owner and Project Representative of any proposed substitution, together with the reason for the substitution and the qualifications of the proposed replacement. No substitution shall relieve the Contractor of its obligations under the Contract Documents or entitle the Contractor to an adjustment in the Contract Price or Contract Time unless authorized by Change Order.

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 Contractor 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. The Contractor shall ensure that each Subcontractor complies with all applicable requirements of the Contract Documents, including prevailing wage, certified payroll, Project Labor Agreement requirements where applicable, insurance, safety, scheduling, submittals, and quality requirements. The Contractor shall remain fully responsible to the Owner for the acts, omissions, and performance of its Subcontractors and their lower-tier Subcontractors. Nothing contained in this Article shall create a contractual relationship between the Owner and any Subcontractor.

**END OF SECTION 00 70 00**

# SECTION 00 80 00

## SPECIFIC PROJECT REQUIREMENTS

### 1.0 LOCATION OF THE WORK

1.1 The Work of this Contract shall be performed at Meadowlands Administration Building at NJSEA, 1 DeKorte Park Plaza, Lyndhurst, New Jersey.

### 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 authorized Project Representative are valid addenda for this Project. Addenda shall be issued in writing by NJSEA or its authorized representative prior to Bid opening and shall be incorporated into the Contract Documents in accordance with the bidding requirements.

### 4.0 PRE-BID MEETING

4.1 A pre-bid meeting will be held at **10:00 AM** on **November 17, 2026**. The meeting will be held at the at NJSEA Meadowlands Administration Building, 1 DeKorte Park Plaza, Lyndhurst, New Jersey, 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. Bids shall be submitted by the date, time, and method specified in ADVERTISEMENTS FOR BIDS – BOOK 1.

5.2 The envelope shall also be clearly marked, in large letters, as follows:

**BID DOCUMENTS - PROJECT CN-308**
**NJSEA Lyndhurst Admin Building Partial Roof Replacement**
**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. The Bidder shall be responsible for submitting all required forms, certifications, acknowledgments, and other documents identified in the bidding requirements.

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. The Bidder shall remain responsible for timely delivery and receipt of the Bid at the designated location.

## 6.0 BONDS AND INSURANCE

6.1 BONDS: Not used.

6.5 MAINTENANCE BOND: Not used.

6.6 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 every obligation assumed under the Contract shall be fully and satisfactorily performed or for the longer period expressly required for completed operations or other continuing coverage. The NJSEA and the Project Representative shall be named as certificate holder and additional insured under all the policies, except Compensation Insurance, to the extent applicable to the coverage and supported by the required policy endorsements. Certificates of insurance alone shall not substitute for required additional-insured endorsements.

6.7 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. Coverage shall include ongoing and completed operations as required by the Contract Documents, and the Contractor shall furnish the applicable additional-insured endorsements.

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). Coverage shall apply to owned, hired, and non-owned vehicles used in connection with the Work, as applicable.

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. Workers' compensation and employer's liability coverage shall satisfy applicable New Jersey statutory requirements and the minimum limits established in the Contract Documents.

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. Coverage shall be appropriate to the environmental exposures associated with the Work, including applicable pollution conditions arising from the Contractor's operations, transportation, and disposal activities, subject to the policy terms and exclusions.

6.8 SUBCONTRACTORS: The Contractor shall not permit any Subcontractor to commence work on their 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. The Contractor shall maintain current evidence of required Subcontractor insurance and provide applicable endorsements upon request. Review or approval by NJSEA shall not relieve the Contractor of responsibility for Subcontractor compliance.

6.9 All insurance certificates shall stipulate that the insurance will not be changed or canceled without giving at least thirty (30) days' written notice to the NJSEA and the Project Representative by certified mail.

6.10 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.

6.11 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.

6.12 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.

6.13 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.

6.14 All of the insurance to be provided shall be primary insurance as respects the Owner, the Engineer and the municipalities in which the on-site Work is to be performed, to the

extent required by the applicable policy and endorsements. The Contractor will save harmless, indemnify and defend the Owner, the 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, to the extent permitted by applicable law and consistent with the indemnification requirements of the Contract Documents.

## 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 their employees, and the repairs of same, as determined by the Project Representative. Such costs shall include reasonable and documented expenses incurred by NJSEA to correct defective or nonconforming Work when the Contractor fails to make the required correction in accordance with the Contract Documents.

B. All costs incurred by the NJSEA for overtime payments to the Project Representative or for Inspection Costs caused by the Contractor's overtime work (Overtime is considered to be all hours worked in excess of eight (8) hours per day or forty (40) hours per week, all hours worked on Saturdays and Sundays, and all hours worked on legal holidays observed by the NJSEA).

## 8.0 SANITARY FACILITIES

8.1 The Contractor MUST provide sanitary facilities for their employees. Such facilities shall be maintained in a clean and sanitary condition, located in areas approved by the Project Representative, and comply with applicable laws and regulations. Use of existing NJSEA sanitary facilities shall not be permitted unless expressly authorized by the Project Representative.

## 9.0 WATER

9.1 The Contractor may use outdoor spigot for water and washing from the NJSEA facilities. Such use shall be subject to prior approval by the Project Representative and shall not interfere with NJSEA operations. The Contractor shall provide all necessary hoses, connections, backflow protection, and temporary distribution equipment as required by applicable codes and the Contract Documents. The Contractor shall not connect to or modify existing water systems without prior authorization.

## 10.0 ELECTRICAL SERVICE

10.1 The Contractor may use electrical service from the NJSEA facilities. Any such use shall be subject to prior approval by the Project Representative and confirmation of available capacity and suitable connection points. The Contractor shall provide and maintain all required temporary electrical distribution, protection, wiring, and equipment in accordance with applicable codes and safety requirements. No connection, disconnection, or interruption of existing electrical service shall occur without prior authorization from the Project Representative.

## 11.0 TELEPHONE SERVICE

11.1 The Contractor is responsible for providing telephone service for use of its personnel working on the Project. The Contractor shall also maintain reliable means of communication with the Project Representative and designated NJSEA personnel throughout the performance of the Work.

## 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. The Contractor shall submit proposed storage and staging locations for approval prior to use and shall be responsible for the security, protection, housekeeping, and removal of all stored materials and equipment. Storage shall not obstruct access, emergency routes, NJSEA operations, or areas designated for other contractors. Approval of a storage area shall not relieve the Contractor of responsibility for loss of or damage to stored materials and equipment.

## 13.0 COORDINATION WITH NJSEA OPERATIONS, WORK HOURS, AND UTILITY SHUTDOWNS

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. The Contractor shall coordinate its activities, access, deliveries, temporary protection, utility interruptions, and work sequencing with the Project Representative to minimize disruption to NJSEA operations and authorized occupants. Known operational restrictions shall be incorporated into the Contractor's construction schedule.

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. Requests for work outside the established hours shall be submitted in writing sufficiently in advance to allow NJSEA to evaluate operational, security, safety, and inspection requirements. Approval of extended hours shall not, by itself, constitute authorization for additional compensation or an extension of Contract Time.

13.3 The Contractor shall not schedule work on days when the NJSEA is closed without advance approval of the Project Representative. The Contractor shall account for known NJSEA closures and restrictions when preparing and updating its construction schedule.

13.4 The NJSEA Lyndhurst Administration Building, Science Building and DeKorte Park are active buildings and facilities 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. The Contractor shall coordinate its Work with NJSEA operations to minimize disruption and maintain safe access to occupied facilities and public areas.

The following facility operating schedules are provided for coordination purposes:

A. NJSEA Administration Building is open from 7:00 a.m. to 6:00 p.m. and is closed on NJ State Holidays.

B. DeKorte Park is open from 7:00 a.m. to dusk. The park is closed on New Year's Day, Thanksgiving and Christmas.

The above schedules are provided for planning and coordination purposes and do not establish the Contractor's permitted working hours.

13.5 All work schedules shall be coordinated through the Project Representative in order to minimize interference with normal operations of the NJSEA. The Contractor shall submit and update the construction schedule, look-ahead schedules, and coordination information as required by the Contract Documents.

13.6 The Contractor shall coordinate all work affecting existing equipment and building systems with the Project Representative to minimize disruptions to NJSEA operations. Where existing equipment or building systems must be temporarily removed from service as part of the Work, the Contractor shall coordinate the outage with the Project Representative and provide temporary protection or services where required by the Contract Documents. Equipment or systems shall not be returned to service until they are safe to operate and any required inspections or tests have been completed.

13.7 The NJSEA will be closed on the following observed State Holidays: 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. The Contractor shall confirm the applicable observed holiday dates with the Project Representative and coordinate any proposed holiday work in advance. The occurrence of a holiday shall not automatically extend Contract Time or established calendar-day milestones.

13.8 Under no circumstances will equipment be shut down, repairs or adjustments made without first securing the approval of Project Representative. The Contractor shall submit proposed shutdowns and utility interruptions for approval, identifying the affected systems, anticipated duration, operational impacts, required notifications, and proposed restoration procedures. Emergency action necessary to protect persons or property shall be governed by the applicable emergency provisions of the Contract Documents.

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. The Contractor shall promptly secure the affected Work and coordinate corrective measures and rescheduling with the Project Representative.

## 14.0 MATERIALS

14.1 The Contractor shall furnish all materials, equipment, products, accessories, and components necessary to complete the Work in accordance with the Contract Documents. Unless otherwise expressly permitted by the Contract Documents, all materials and equipment furnished shall be new, unused, of the specified quality, and suitable for their intended purpose. All materials and equipment shall comply with the applicable technical specifications, approved submittals to the extent consistent with the Contract Documents, referenced standards, codes, and manufacturer installation requirements.

14.2 The Contractor shall verify dimensions, connections, interfaces, and existing conditions reasonably accessible for examination before ordering, fabricating, or installing materials and equipment that must connect to or interface with existing construction or building systems. Materials and equipment shall be compatible with existing construction and systems designated to remain, including architectural assemblies, roofing, exterior wall systems, structural components, and mechanical equipment. The Contractor shall promptly notify the Project Representative in writing of identified conflicts, incompatibilities, or discrepancies before proceeding with affected Work. Such verification shall not relieve NJSEA of responsibilities expressly assigned to it under the Contract Documents or modify the provisions governing differing site conditions.

14.3 The Contractor shall submit manufacturer's product data, shop drawings, samples, certifications, and other required documentation in accordance with Section 01 33 00 – Submittal Procedures and the applicable technical specifications. Materials and equipment requiring submittal review shall not be fabricated, ordered where prior acceptance is expressly required, or incorporated into the Work until the applicable submittal requirements have been satisfied. Review or acceptance of submittals by the Project Representative shall not relieve the Contractor of responsibility for compliance with the Contract Documents, field dimensions, coordination, installation requirements, or errors and omissions in the Contractor's submittals.

14.4 Proposed substitutions shall be submitted and evaluated in accordance with Section 00 70 00 – General Conditions and the applicable technical specifications. The Contractor shall not furnish or install substituted materials or equipment without the required written acceptance. Requests for substitutions shall identify all proposed deviations from the specified requirements and provide sufficient supporting information to evaluate performance, quality, compatibility, dimensions, maintenance requirements, warranties, and impacts on related Work. Acceptance of a substitution shall not constitute authorization for an adjustment to Contract Price or Contract Time unless such adjustment is expressly approved through the procedures established in the Contract Documents. Products or systems expressly identified as proprietary, single-source, or not permitting substitutions shall remain subject to those restrictions.

14.5 The Contractor shall be responsible for timely procurement, fabrication, delivery, and coordination of materials and equipment necessary to complete the Work within the Contract Time. Long-lead materials and equipment shall be identified and incorporated into the Contractor's construction schedule and submittal schedule. The Contractor shall coordinate deliveries with the Project Representative to minimize disruption to NJSEA operations, public access, other contractors, and ongoing construction activities. Materials and equipment delivered to the Project Site shall be properly identified, protected, and handled in accordance with Section 01 60 00 – Product Requirements.

14.6 The Contractor shall be responsible for the proper storage, handling, security, and protection of materials and equipment furnished for the Work. Materials and equipment shall be stored only in locations permitted by the Contract Documents or accepted by the Project Representative. Storage shall not interfere with NJSEA operations, emergency access, designated pedestrian routes, existing utilities, or the work of other contractors. The Contractor shall protect materials and equipment against damage, deterioration, moisture, weather exposure, contamination, and improper handling in

accordance with manufacturer requirements and Section 01 60 00 – Product Requirements.

14.7 The Contractor shall furnish and maintain Safety Data Sheets (SDS) for hazardous chemical products used or stored in connection with the Work, as required by applicable federal and New Jersey laws and regulations. Such products shall be properly labeled, stored, handled, and disposed of in accordance with applicable requirements and manufacturer instructions. The Contractor shall coordinate the use of products producing significant fumes, odors, dust, or other potentially disruptive conditions with the Project Representative when such use may affect occupied NJSEA facilities or public areas. Nothing in this Article shall modify the requirements for hazardous-material identification, abatement, removal, or disposal established elsewhere in the Contract Documents.

14.8 Materials or equipment that are damaged, defective, improperly stored, or otherwise fail to comply with the Contract Documents shall not be incorporated into the Work. The Contractor shall promptly remove, repair, or replace nonconforming materials and equipment as required by the Contract Documents, at no additional cost to NJSEA when the nonconformity is attributable to the Contractor or parties for whom the Contractor is responsible. Acceptance of delivery, review of submittals, inspection, or payment shall not constitute acceptance of defective or nonconforming materials or equipment.

14.9 Payment for materials and equipment, including materials purchased or fabricated but not yet incorporated into the Work, shall be governed by Section 01 29 00 – Payment Procedures. The identification of materials or equipment in an approved Schedule of Values shall not, by itself, establish entitlement to payment for stored materials.

14.10 Unless otherwise expressly provided in the Contract Documents, all costs associated with procurement, transportation, handling, storage, protection, installation, testing, and replacement of materials and equipment required for the Work shall be included in the Contract Price.

## 15.0 QUALITY ASSURANCE AND QUALITY CONTROL

15.1 The Contractor shall be responsible for establishing and maintaining a quality-control program sufficient to ensure that all Work, including Work performed by Subcontractors and suppliers, complies with the Contract Documents, approved submittals, applicable codes and standards, and manufacturer requirements. The Contractor's quality-control responsibilities shall include inspection, verification, coordination, testing, documentation, and timely correction of nonconforming Work. Review, observation, inspection, testing, or acceptance by NJSEA or the Project Representative shall not relieve the Contractor of its contractual responsibility for the quality and completeness of the Work.

15.2 The Contractor shall employ qualified and experienced personnel, including appropriately licensed trades where required, to perform and supervise the Work. The Contractor shall designate a qualified individual responsible for coordinating the Contractor's quality-control activities. This responsibility may be assigned to a qualified member of the Contractor's project management team, provided such assignment does not diminish the Contractor's obligations under Article 16.0. The Contractor shall

maintain sufficient qualified personnel, tools, equipment, and supervisory resources to perform, inspect, test, and complete the Work in accordance with the Contract Documents.

15.3 The Contractor shall implement quality-control procedures appropriate to the Work, including:

A. Verification that materials and equipment comply with the Contract Documents and approved submittals.
B. Inspection of existing conditions and construction interfaces before installation of affected Work.
C. Coordination of architectural, structural, mechanical, electrical, plumbing, and fire protection systems.
D. Verification of dimensions, elevations, clearances, penetrations, connections, and installation tolerances.
E. Inspection of work before concealment or enclosure.
F. Coordination and documentation of required field tests, inspections, startup procedures, and commissioning activities.
G. Identification, documentation, and correction of defective or nonconforming Work.

15.4 The Contractor shall arrange and coordinate inspections, tests, certifications, and approvals assigned to the Contractor by the Contract Documents and applicable authorities, and shall cooperate with inspections, tests, and approvals arranged by NJSEA or the Project Representative. Testing shall be performed in accordance with Section 01 40 00 – Quality Requirements and the applicable technical specifications. The Contractor shall provide timely notice to the Project Representative of required inspections and tests and shall make the affected Work reasonably accessible for examination. Work requiring inspection or testing shall not be concealed before the required inspection or testing has been completed, unless otherwise authorized in writing. Any Work concealed without satisfying applicable inspection requirements shall be subject to examination and corrective action in accordance with the Contract Documents.

15.5 The Contractor shall promptly identify and correct Work that fails to comply with the Contract Documents. The Contractor shall submit proposed corrective measures for review when requested by the Project Representative. Defective or nonconforming Work attributable to the Contractor or parties for whom the Contractor is responsible shall be corrected at no additional cost to NJSEA, in accordance with the Contract Documents. Correction of defective Work shall not relieve the Contractor of its obligations concerning Contract Time, warranties, or completion milestones.

15.6 The Contractor shall maintain records of inspections, tests, deficiencies, corrective actions, certifications, and other quality-control activities required by the Contract Documents. Such records shall be made available to the Project Representative upon request and included in project closeout documentation where required. Quality-control activities and significant deficiencies shall be documented in the Contractor's daily construction reports, as applicable.

15.7 NJSEA and the Project Representative shall have the rights of inspection, testing, rejection, and acceptance established in the Contract Documents. NJSEA's failure to identify a defect during construction, review of a submittal, or processing of a payment application shall not constitute acceptance of defective or nonconforming Work or waive contractual remedies.

15.8 Payment applications shall be evaluated in accordance with Section 00 70 00 – General Conditions and Section 01 29 00 – Payment Procedures. NJSEA may withhold payment for defective, incomplete, or nonconforming Work to the extent permitted by the Contract Documents. The Contractor shall not be entitled to payment for Work merely because labor, equipment, or personnel were present at the Project Site.

15.9 Unless otherwise expressly provided in the Contract Documents, all costs associated with Contractor quality-control personnel, inspections, coordination, documentation, corrective actions, and testing assigned to the Contractor shall be included in the Contract Price.

## 16.0 STAFFING

16.1 The Contractor shall provide and maintain sufficient qualified management, supervisory, technical, administrative, and trade personnel necessary to properly execute, coordinate, supervise, and complete the Work in accordance with the Contract Documents, approved construction schedule, and established Contract milestones. The Contractor shall be responsible for determining the labor resources, staffing levels, and supervision necessary to perform the Work safely, efficiently, and within the Contract Time.

The Contractor may assign responsibility for coordinating quality-control activities required under Section 15.0 – Quality Assurance to a qualified member of its existing project management or supervisory staff, including the Superintendent, provided such individual has the qualifications, experience, and availability necessary to perform those responsibilities effectively. A separate, full-time Quality Control Manager shall not be required unless expressly specified elsewhere in the Contract Documents.

16.2 The Contractor shall provide the key personnel identified in the approved Key Personnel Form submitted in accordance with Book 1, including the Project Manager, Assistant Project Manager/Project Engineer, and Project Superintendent. Such personnel shall remain assigned and available to the Project in accordance with the commitments and requirements established in Book 1 and the Contract Documents. The Contractor shall not replace or materially reduce the availability of approved key personnel without prior written acceptance by NJSEA, except in circumstances beyond the Contractor's reasonable control. Any proposed replacement shall possess qualifications and experience equal to or greater than those of the individual being replaced and shall be submitted to NJSEA for review before assignment, whenever practicable.

16.3 The Contractor shall provide a qualified Project Superintendent who shall be present at the Project Site during construction activities performed by the Contractor or its Subcontractors, except as otherwise accepted in writing by NJSEA. The Project Superintendent shall be responsible for coordinating and supervising daily construction

operations, including Subcontractors, site access, deliveries, construction sequencing, temporary facilities, protection of existing improvements, and compliance with the Contract Documents. The Superintendent shall have authority to act on behalf of the Contractor regarding day-to-day construction operations and shall be the primary on-site contact for NJSEA and the Project Representative. The Contractor shall designate a qualified alternate supervisor whenever the Project Superintendent is unavailable during construction operations.

16.4 The Contractor's Project Manager shall be responsible for overall management and administration of the Contract, including schedule management, procurement, coordination of Subcontractors, submittals, RFIs, change requests, payment applications, quality control, and project closeout. The Contractor shall provide sufficient management and supervisory personnel to coordinate the Work. The Contractor shall coordinate its operations with NJSEA's ongoing activities and other contractors performing work at the facility, as required by the Contract Documents.

16.5 The Contractor shall prepare and maintain daily construction reports documenting activities performed at the Project Site. Reports shall include, at a minimum:

A. Date, weather conditions, and work hours.
B. Contractor and Subcontractor personnel on Site, including labor classifications and approximate hours worked.
C. Major construction activities and locations of Work.
D. Equipment utilized and significant material deliveries.
E. Inspections, testing, and significant coordination activities.
F. Site access restrictions, utility interruptions, unforeseen conditions, and other events affecting construction operations.
G. Accidents, safety incidents, and significant corrective actions, as applicable.
H. Activities planned for the following workday.

Daily construction reports shall be maintained contemporaneously and submitted to the Project Representative in accordance with the Project's established reporting procedures.

16.6 The Contractor shall maintain an accurate daily record of personnel entering and leaving the construction area, including Subcontractor personnel and authorized visitors. The Contractor shall coordinate construction-site access and security procedures with NJSEA, including access to occupied buildings, restricted areas, and operational facilities. Access to occupied NJSEA facilities outside the designated construction area shall be coordinated with the Project Representative and shall comply with applicable NJSEA security and access requirements.

16.7 The Contractor shall maintain adequate staffing and qualified supervision throughout the Contract duration, including periods of concurrent construction activities, testing, commissioning, punch-list completion, and closeout. If staffing or supervision is inadequate to perform the Work in accordance with the Contract Documents, NJSEA may notify the Contractor in writing and require submission of a corrective staffing and recovery plan. The Contractor shall remain responsible for providing the personnel and resources necessary to meet its contractual obligations, subject to the applicable provisions governing changes in Contract Price and Contract Time. Submission, review, or acceptance of a corrective staffing and recovery plan shall not relieve the Contractor

of its contractual obligations or, by itself, constitute approval of an adjustment to the Contract Price or Contract Time.

16.8 The Contractor's designated Project Manager and Project Superintendent shall be authorized to receive routine project communications and coordinate performance of the Work on behalf of the Contractor. No direction, communication, or acknowledgment by Contractor personnel or the Project Representative shall constitute an authorization to change the Contract Price, Contract Time, or scope of Work unless approved through the procedures established in the Contract Documents.

16.9 The costs of management, supervision, staffing, reporting, personnel accountability, and related administrative activities required under this Article shall be included in the Contract Price. No separate payment shall be made for these requirements unless expressly provided elsewhere in the Contract Documents.

## 17.0 GUARANTEE

17.1 The Contractor shall guarantee all labor, materials, equipment, and workmanship furnished under the Contract for a period of two (2) years from date of Substantial Completion, unless otherwise specified in the Contract Documents. The Contractor shall, at no additional cost to NJSEA, promptly correct or replace defective Work attributable to the Contractor or parties for whom the Contractor is responsible that becomes apparent during the guarantee period, in accordance with Section 01 78 36 – Guarantees, Warranties & Bonds.

17.2 For Work identified as incomplete on the Substantial Completion punch list, the two-year guarantee period applicable to such Work shall commence upon written acceptance of its completion by NJSEA, unless otherwise expressly provided in the Contract Documents.

Correction of defective Work shall not reduce or otherwise limit the remaining applicable guarantee period. Any separate guarantee applicable to repaired or replaced Work shall be governed by Section 01 78 36 and the applicable Contract Documents.

17.3 The guarantee requirements established under this Article shall be in addition to, and shall not diminish, any longer or more specific warranties required by the applicable technical specifications, manufacturers, or other provisions of the Contract Documents. All guarantees and warranties shall be administered in accordance with Section 01 78 36 – Guarantees, Warranties & Bonds.

17.4 Inspection, testing, acceptance, or payment by NJSEA shall not relieve the Contractor of its obligations under this Article or the applicable warranty provisions of the Contract Documents.

17.5 Not used.

**END OF SECTION 00 80 00**

## SECTION 01 00 00

## GENERAL REQUIREMENTS

### 1.0 APPLICABILITY AND COORDINATION WITH TECHNICAL SPECIFICATIONS

1.1 The provisions of Book 3 establish the minimum general, administrative, procedural, quality, safety, coordination, and performance requirements applicable to the Work, unless expressly modified by the Contract Documents through an authorized amendment or other written instrument.

1.2 Where Book 4 – Technical Specifications includes a specification section addressing the same subject matter as a section contained in Book 3, the requirements shall be read together and shall be complementary to the extent they are consistent.

Book 4 may establish additional or more specific requirements concerning materials, equipment, installation, testing, inspection, documentation, sequencing, and other technical aspects of the Work.

1.3 The inclusion of a corresponding section in Book 4 shall not, by itself, eliminate or reduce the Contractor's obligations under Book 3, including requirements for coordination, documentation, protection of existing facilities, quality control, corrective work, and compliance with the Contract Documents.

1.4 Where the Contractor identifies an actual or apparent conflict, discrepancy, duplication, or inconsistency between Book 3 and Book 4, the Contractor shall promptly notify the Project Representative in writing and request clarification before proceeding with the affected Work.

The Contractor shall not independently resolve a conflict by disregarding an applicable requirement or substituting one requirement for another. Clarifications, interpretations, and changes shall be issued in accordance with the Contract Documents.

1.5 Where Book 4 does not contain a corresponding specification section, the applicable requirements of Book 3 shall remain in effect.

The absence of a corresponding section in Book 4 shall not relieve the Contractor of compliance with applicable codes, regulations, industry standards expressly incorporated into the Contract Documents, or other requirements of the Contract Documents.

1.6 No provision of Book 4 shall be interpreted as independently authorizing a change to the Contract Price, Contract Time, approved milestones, payment requirements, insurance, bonds, warranties, or other contractual obligations established in the Contract Documents.

Changes to such requirements shall be made only through the procedures authorized by the Contract Documents.

1.7 Unless a separate payment item is expressly established in the Contract Documents, the costs of complying with the requirements of Book 3 and corresponding Book 4 specifications shall be included in the Contract Price. No duplicate or additional compensation shall arise solely because a requirement is addressed in more than one specification section.

## 2.0 ABBREVIATIONS, SYMBOLS, AND STANDARDS

2.1 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 |
| 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 |
| SDS | Safety Data Sheet |

## 3.0 REFERENCE SPECIFICATIONS AND STANDARDS

3.1 Reference specifications, codes, and standards shall be governed by the applicable provisions of Section 00 70 00 – General Conditions and the specific requirements of the Contract Documents. Where a particular edition is identified in the Contract Documents, that edition shall apply, subject to applicable law.

3.2 The Contractor shall promptly notify the Project Representative in writing of any apparent conflict or discrepancy between a referenced standard and the Contract Documents. Such conflicts or discrepancies shall be addressed in accordance with Section 00 70 00 – General Conditions.

## 4.0 SUBMITTALS

4.1 Submittals required under this Section shall be prepared and submitted in accordance with Section 01 33 00 – Submittal Procedures.

A. Safety Data Sheets (SDS): The Contractor shall maintain required Safety Data Sheets for hazardous chemical products used at the Site in accordance with applicable regulations. Copies shall be furnished to the Project Representative upon request or when specifically required by the Contract Documents.

B. Product Certifications: Manufacturer's certifications and other documentation demonstrating product compliance shall be submitted where specifically required by the Contract Documents.

C. Environmental Protection Measures: Environmental protection plans and procedures shall be submitted when required by the Contract Documents or applicable permits, including measures applicable to environmentally sensitive areas affected by the Work.

4.2 Review or acceptance of submittals by the Project Representative shall not relieve the Contractor of responsibility for compliance with the Contract Documents, applicable laws, regulations, or permit requirements.

## 5.0 RESPONSIBILITY FOR PROPERTY DAMAGE

5.1 The Contractor shall be responsible for the protection, security, and proper use of its equipment, tools, materials, and other property brought onto the Site. Except as otherwise provided in the Contract Documents or applicable law, NJSEA shall not be responsible for loss of or damage to such property.

5.2 The Contractor shall protect existing NJSEA facilities, buildings, structures, utilities, pavements, landscaping, equipment, and other property that may be affected by the Work. Protection shall include appropriate safeguards and precautions necessary to prevent damage resulting from construction operations.

5.3 The Contractor shall promptly notify the Project Representative of damage to NJSEA property resulting from the performance of the Work. The Contractor shall be responsible for repairing damage caused by its operations, including the operations of its Subcontractors, suppliers, and personnel, in accordance with Section 00 70 00 – General Conditions.

5.4 Repairs performed by the Contractor shall restore affected property to a condition equivalent to that existing immediately before the damage, unless otherwise approved in writing by the Project Representative. Replacement materials, finishes, and construction shall match existing

conditions to the extent practicable and shall be subject to review by the Project Representative.

5.5 Where damage presents an immediate threat to public safety, facility operations, or property, the Contractor shall promptly implement protective measures and corrective action in accordance with Section 00 70 00 – General Conditions. NJSEA's rights to undertake necessary repairs and recover associated costs shall be governed by Sections 00 70 00 and 00 80 00.

5.6 The Contractor shall coordinate required protective measures with the Project Representative and affected NJSEA personnel. Such coordination shall not relieve the Contractor of responsibility for protecting the Work and existing property.

## 6.0 CLEANUP – SAFETY

6.1 The Contractor shall maintain its work areas in a clean, orderly, and safe condition throughout construction. At the end of each workday, the Contractor shall remove or properly secure tools, equipment, materials, debris, and other items that may interfere with NJSEA operations or create unsafe conditions.

6.2 Construction debris and waste materials shall be collected, contained, and removed from work areas as necessary to prevent accumulation, obstruction of access, or adverse impacts to occupied facilities and adjacent environmentally sensitive areas. Disposal shall comply with Article 9.0 of this Section and applicable Contract requirements.

6.3 The Contractor shall provide and require the use of appropriate personal protective equipment and safety measures for construction activities, including operation of machinery and handling or application of chemicals. Detailed health and safety requirements shall be governed by the applicable safety provisions of the Contract Documents.

6.4 The Contractor shall promptly notify the Project Representative of observed damage or unsafe conditions resulting from weather, vandalism, construction activities, or other circumstances affecting the Work or NJSEA property. The Contractor shall take appropriate protective action within its area of responsibility and coordinate corrective measures with the Project Representative.

6.5 Contractor personnel shall be properly trained and qualified to perform their assigned work and shall comply with applicable safety requirements and the Contractor's approved site-specific Health and Safety Plan.

## 7.0 PROHIBITED ACTIVITIES

7.1 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. The Contractor shall perform the Work in accordance with applicable environmental laws, regulations, permits, and the Contract Documents.

Prohibited activities include, but are not limited to, the following:

A. Dumping, discharging, or disposing of materials, debris, chemicals, or waste into stream corridors, wetlands, surface waters, drainage systems, or areas not authorized for such disposal.

B. Operating construction equipment within wetlands, surface waters, or environmentally restricted areas except as specifically authorized by applicable permits and the Contract Documents.

C. Damaging or removing vegetation outside the approved limits of disturbance or designated work areas without prior authorization.

D. Depositing or disposing of trees, brush, vegetation, construction debris, or other materials in wetlands, surface waters, or unauthorized locations.

E. Generating or allowing uncontrolled dust, airborne contaminants, or other emissions that create unsafe conditions or violate applicable environmental or occupational exposure requirements. The Contractor shall implement appropriate dust-control and containment measures to protect NJSEA facilities, employees, visitors, and surrounding areas.

F. Obstructing, restricting, or closing access to NJSEA buildings, facilities, roads, walkways, parking areas, or other operational areas without prior authorization from the Project Representative, except where immediate action is necessary to address an emergency.

G. Operating equipment, storing materials, or performing construction activities outside the approved limits of Work or designated staging and storage areas without prior written authorization.

7.2 The Contractor shall promptly notify the Project Representative of any unauthorized discharge, spill, environmental release, or other incident that may affect NJSEA property or the surrounding environment. The Contractor shall initiate appropriate protective and response measures and comply with all applicable notification and reporting requirements.

7.3 The Contractor shall be responsible for restoring areas damaged or disturbed by unauthorized activities resulting from its operations, subject to the applicable provisions of the Contract Documents.

## 8.0 ACCIDENT REPORTS

8.1 The Contractor shall promptly notify the Project Representative of accidents or incidents arising out of or in connection with the performance of the Work that result in personal injury, property damage, or other significant safety concerns. A written report shall be submitted within twenty-four (24) hours of the occurrence, or within twenty-four (24) hours after the Contractor becomes aware of the incident if it was not immediately known.

The written report shall include, to the extent known:

A. Date, time, and location of the incident.

B. Description of the incident and the activities being performed.

C. Identification of affected personnel, property, equipment, or facilities, as appropriate.

D. Names and available statements of witnesses.

E. Immediate protective and corrective measures taken.

F. Additional information reasonably requested by the Project Representative concerning the incident.

8.2 In the event of a fatality, serious personal injury, fire, significant property damage, or other emergency affecting persons, the Work, or NJSEA operations, the Contractor shall immediately notify the Project Representative by telephone or other available direct means of communication. Written documentation shall follow in accordance with Paragraph 8.1.

8.3 If a third-party claim is made against the Contractor arising from an accident or incident related to the Work, the Contractor shall notify the Project Representative in writing within twenty-four (24) hours after receiving notice of the claim and provide available information concerning the matter.

8.4 The reporting requirements of this Section are in addition to, and do not replace, any reporting obligations imposed by applicable laws, regulations, insurance policies, or other provisions of the Contract Documents.

## 9.0 WASTE DISPOSAL

9.1 The Contractor shall collect, handle, transport, and dispose of construction debris and waste materials generated by its operations in accordance with applicable federal, State, and local laws, regulations, permit requirements, and the Contract Documents.

9.2 Waste materials shall be removed from the Site using vehicles and containers appropriate for the type of material being transported. Loads shall be properly contained, covered, or otherwise secured to prevent spillage, leakage, dust generation, or discharge during handling and transportation.

9.3 The Contractor shall not dispose of waste materials on NJSEA property or in adjacent wetlands, surface waters, drainage systems, or other unauthorized locations.

9.4 Hazardous or regulated waste, if encountered or generated in connection with the Work, shall be managed in accordance with applicable laws, permits, and the specific requirements of the Contract Documents. Discovery of suspected hazardous or regulated materials not identified in the Contract Documents shall be reported promptly to the Project Representative and addressed under the applicable Contract provisions.

9.5 The Contractor shall maintain waste-disposal documentation required by applicable regulations, permits, or the Contract Documents and shall provide copies to the Project Representative upon request.

**END SECTION 01 00 00**

**SECTION 01 29 00**

**PAYMENT PROCEDURES**

## 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:

A. Schedule of Bid Prices
B. Application for Payment forms, including Continuation Sheets (AIA Document G702 and G703)
C. Updated Proposed Sub-Contractor Approval Form
D. Monthly Photographs
E. Payment Application Certification Form
F. Payment Application Checklist

1.2 Contractor shall submit a Schedule of Values within ten (10) days of Contract award. Schedule of Values shall break 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 applicable specification section. Include the following project identification information: Project name and location, Name of the Owner, Contract number, Contractor's 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. Payment for stored materials and equipment shall be subject to the applicable requirements of Section 00 70 00 – General Conditions and the Contract Documents.

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.

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 G702 and Continuation Sheets G703 as the form for Applications for Payment, unless otherwise directed by NJSEA.

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 and executed prior to billing. Signed Change Order forms shall be submitted for each Change Order being requisitioned.

2.5 Transmittal: Submit three (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. An electronic copy shall also be provided to NJSEA.

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. The requirement for lien waivers shall be subject to applicable law and the requirements of Section 00 70 00 – General Conditions.

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

2.8 Applications for Payment shall be submitted monthly, unless otherwise directed by the Project Representative. The Contractor shall coordinate the submission date and billing period

with the Project Representative. Applications shall reflect Work completed and materials eligible for payment through the applicable billing period.

2.9 Applications for Payment shall include all supporting documentation required by the Contract Documents and the Payment Application Checklist. Incomplete or inaccurate applications may be returned to the Contractor for correction and resubmission. Review and processing of Applications for Payment shall be governed by Section 00 70 00 – General Conditions and applicable law.

## 3.0 APPLICATION FOR PROGRESS PAYMENTS

3.1 Upon approval of the Application for Payment by the Project Representative, Contractor shall submit three (3) executed original copies, together with all required backup documentation, to NJSEA for payment processing. The Contractor shall also provide an electronic copy of the Application for Payment and supporting documentation. Include the following:

A. Include Payment Application Certification Form.
B. Include Application for Payment Forms including Continuation Sheets.
C. Updated Proposed Sub-Contractor Approval Form.
D. Include all signed partial lien waivers from all Contractors and Sub-Contractors, as applicable and permitted by law.
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 General Contractor employees and Sub-Contractor employees, as required by applicable prevailing wage laws and the Contract Documents.
I. Include Copies of Daily Construction Site worker sign in sheets corresponding to the period covered by the current Application for Payment.
J. Copies of licenses from governing authorities for any work requiring a government license.
K. Updated Safety Training / Site Orientation / I.D. Badge Log (if applicable).
L. Copies of updated Project Visitor Log(s).
M. Initial Safety Training and Contractor Code of Conduct Acknowledgement Forms.
N. Payment Application Checklist.

3.2 Where payment for stored materials or equipment is permitted by the Contract Documents, the Contractor shall provide supporting documentation identifying the materials or equipment, their value, storage location, and evidence of purchase, ownership, and insurance, as applicable. Payment for stored materials and equipment shall be subject to Section 00 70 00 – General Conditions and the applicable requirements of the Contract Documents.

3.3 The Contractor shall identify the percentage of completion for each applicable Schedule of Values item based on the Work performed during the billing period. The Project Representative may review and verify the quantities and percentage of Work completed prior to recommending payment.

3.4 Retainage shall be calculated and withheld in accordance with Section 00 70 00 – General Conditions and the applicable provisions of the Contract Documents. No separate retainage requirements are established by this Section.

## 4.0 APPLICATION FOR PAYMENT AT SUBSTANTIAL COMPLETION

4.1 Following issuance of the Certificate of Substantial Completion in accordance with Section 00 70 00 – General Conditions, the Contractor may submit an Application for Payment for Work completed through the effective date of Substantial Completion.

The Application shall include the following, as applicable:

A. Certificate of Substantial Completion issued by NJSEA.
B. Updated Schedule of Values reflecting the value of completed Work.
C. Approved punch list identifying remaining incomplete or corrective Work.
D. Identification of the estimated value of remaining Work.
E. Completion of cleaning, restoration, testing, inspections, and other requirements necessary for NJSEA's safe occupancy and intended use of the Work.

4.2 Payment at Substantial Completion shall be subject to the applicable retainage, withholding, and payment requirements of the Contract Documents. Such payment shall not constitute Final Completion, acceptance of incomplete or defective Work, or release the Contractor from remaining contractual obligations.

## 5.0 FINAL PAYMENT APPLICATION

5.1 Following NJSEA's written confirmation of Final Completion in accordance with Section 00 70 00, Article 12.8, the Contractor may submit its final Application for Payment. All required closeout documentation and other contractual prerequisites shall be completed or submitted in accordance with the Contract Documents.

Administrative actions and submittals that must precede or coincide with submittal of the final Application for Payment include the following:

A. Completion of Project close-out requirements.
B. Completion of items specified for completion after Substantial Completion.
C. Transmittal of Project construction records to NJSEA.
D. Submission of required guarantees, warranties, and related closeout documentation in accordance with Section 01 78 36 – Guarantees, Warranties & Bonds.
E. Submission of final Project Record Documents in accordance with Section 01 78 39 – Project Record Documents.
F. Submission of final lien waivers, releases, and other documentation required by the Contract Documents and applicable law.
G. Required surety documentation, in accordance with Section 00 80 00, Article 6.0, and Section 01 78 36 – Guarantees & Warranties.

5.2 Final payment shall be made in accordance with Section 00 70 00 – General Conditions and the applicable requirements of the Contract Documents.

5.3 The final Application for Payment shall include a reconciliation of the original Contract Sum, approved Change Orders, previous payments, retainage, and the remaining balance due. Final payment shall be subject to completion of the Contract closeout requirements and the applicable provisions of Section 00 70 00 – General Conditions.

**END OF SECTION 01 29 00**

## SECTION 01 31 00

## PROJECT MANAGEMENT AND COORDINATION

### 1.0 MEETINGS

1.1 Project meetings shall be held as necessary to discuss the progress and prosecution of the Work. 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 its records. Meeting minutes shall be reviewed and accepted, either as prepared or as amended, at the following meeting. Acceptance of meeting minutes shall not constitute authorization for changes to the Contract Price, Contract Time, or scope of Work.

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.

1.3 The Contractor's Project Manager and/or Project Superintendent shall attend construction progress meetings. The Contractor shall ensure that representatives of affected Subcontractors, suppliers, or other personnel attend meetings when their participation is necessary to address scheduled Work, coordination issues, or matters requiring resolution. Representatives attending meetings shall be knowledgeable about the matters being discussed and authorized to coordinate the affected Work.

1.4 Construction progress meetings shall address, as applicable, the status of the Work, progress against the approved construction schedule and Contract Milestones, upcoming activities, procurement and material deliveries, submittals and RFIs, coordination with NJSEA operations and other contractors, required inspections and testing, quality and safety concerns, potential delays, and outstanding issues requiring action. The Contractor shall provide current information and updates necessary to support these discussions. Additional coordination or pre-installation meetings may be required by the Project Representative for activities involving multiple trades, critical construction operations, or potential disruptions to NJSEA facilities and operations.

### 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.

2.2 The Contractor shall promptly notify the Project Representative in writing of unresolved coordination conflicts, discrepancies, or conditions that may affect the performance, sequencing, Contract Time, or Contract Price of the Work. Such notification shall not replace the formal notice or claim requirements established by Section 00 70 00 – General Conditions.

## 3.0 GENERAL COORDINATION

3.1 The Contractor shall coordinate the various portions of the Work to provide an orderly and efficient sequence of construction. Coordination shall include the activities of Subcontractors, suppliers, and other parties performing Work under the Contract. The Contractor shall resolve conflicts between trades and coordinate installation requirements before proceeding with affected Work.

3.2 The Contractor shall coordinate its construction activities with work performed by NJSEA personnel, separate contractors, and utility providers, where applicable. The Contractor shall promptly notify the Project Representative of any identified conflicts or conditions that may affect the performance or sequencing of the Work.

3.3 The Contractor shall coordinate construction activities with its approved construction schedule and applicable Contract Milestones. Changes affecting Contract Time or Contract Price shall be addressed in accordance with Section 00 70 00 – General Conditions.

3.4 The Contractor shall verify existing conditions and dimensions affecting the Work prior to installation and promptly notify the Project Representative of discrepancies requiring clarification or direction.

3.5 The Contractor shall coordinate the installation of mechanical, electrical, plumbing, structural, architectural, and other components to provide the required clearances for installation, operation, maintenance, and access. Conflicts identified during coordination shall be brought to the attention of the Project Representative before proceeding with affected Work.

3.6 The Contractor shall coordinate required inspections, testing, equipment startup, and commissioning activities, where applicable, with the Project Representative and other affected parties in accordance with the Contract Documents.

## 4.0 COORDINATION WITH NJSEA OPERATIONS AND OCCUPANTS

4.1 The Contractor shall account for and coordinate with the Owner regarding events known at the time of Bid, as well as events that may be scheduled after the Bid date. The Contractor shall plan and sequence its Work to minimize disruption to the Owner's operations and scheduled events and shall coordinate any required site access, deliveries, staging, shutdowns, or other construction activities with the Owner in advance. Such coordination shall be conducted through the Project Representative in accordance with Section 00 80 00 – Specific Project Requirements.

4.2 The Contractor shall coordinate all Work with the NJSEA. The Contractor shall maintain safe access for NJSEA personnel, building occupants, visitors, emergency services, and scheduled activities, except where temporary restrictions have been approved by the Project Representative.

4.3 The Contractor shall notify the Project Representative in advance of construction activities that may affect building access, pedestrian or vehicular circulation, parking, utilities, or normal NJSEA operations. Planned shutdowns, temporary restrictions, and interruptions to existing services shall be coordinated with and approved by the Project Representative in accordance with the Contract Documents.

4.4 The Contractor shall coordinate deliveries, material storage, equipment movement, and construction activities to minimize interference with occupied facilities and public areas. Construction areas shall be properly separated from occupied and publicly accessible areas in accordance with the applicable safety and temporary control requirements of the Contract Documents.

4.5 The Contractor shall coordinate activities that may generate excessive noise, dust, vibration, odors, or other disruptions with the Project Representative in advance. The Contractor shall implement the protection and control measures required by the Contract Documents and applicable regulations.

4.6 The Contractor shall coordinate temporary shutdowns, tie-ins, and modifications to existing building systems to minimize interruption to NJSEA operations. Required shutdown procedures, notifications, and approvals shall be governed by Section 00 80 00 and other applicable Contract Documents.

## 5.0 COORDINATION DOCUMENTATION

5.1 The Contractor shall maintain documentation of significant coordination activities affecting construction sequencing, access, shutdowns, or interfaces with NJSEA operations. Such documentation may include meeting records, coordination correspondence, approved shutdown requests, and updated construction schedules, as applicable.

5.2 The Contractor shall promptly address coordination items identified during project meetings and incorporate required adjustments into its construction planning and scheduling. Meeting participation shall not relieve the Contractor of its responsibilities under the Contract Documents.

## 6.0 PAYMENT

6.1 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 01 31 00**

## SECTION 01 33 00

## SUBMITTAL PROCEDURES

### 1.0 GENERAL

1.1 The Contractor shall submit shop drawings, product data, samples, certifications, schedules, and other submittals required by the Contract Documents to the Project Representative for review and acceptance, as applicable. Equipment and materials requiring review or acceptance prior to fabrication, delivery, or installation shall not proceed beyond the applicable hold point until the required review or acceptance has been completed. Submittals shall be prepared and transmitted sufficiently in advance of the scheduled Work to allow for review, resubmission, fabrication, procurement, and delivery without delaying the progress of the Work.

1.2 The Contractor shall be responsible for the accuracy, completeness, coordination, and timely submission of all required submittals, including those prepared by Subcontractors, manufacturers, suppliers, and other parties performing or furnishing the Work.

1.3 The Contractor shall review and approve each submittal before transmitting it to the Project Representative. By submitting a document, the Contractor represents that it has reviewed and coordinated the information with the Contract Documents, verified applicable field dimensions and conditions, and determined that the proposed materials, equipment, and methods are suitable for the intended Work.

1.4 Review or acceptance of submittals by the Project Representative shall not relieve the Contractor of responsibility for compliance with the Contract Documents, field verification, construction means and methods, safety, or the performance of the Work.

1.5 Submittal review shall not constitute authorization for changes to the Contract Price, Contract Time, or scope of Work. Changes shall be governed by the applicable provisions of Section 00 70 00 – General Conditions.

### 2.0 SUBMITTALS

2.1 Submittal Register

2.1.1 The Contractor shall prepare and maintain a submittal register identifying the submittals required by the Contract Documents. The register shall be coordinated with the construction schedule and procurement activities and shall include, at a minimum:

A. Submittal number and description.
B. Applicable specification section and Contract Drawing reference.
C. Responsible Subcontractor, supplier, or manufacturer.
D. Required submission date.
E. Date submitted to the Project Representative.
F. Review status and date returned.
G. Resubmission requirements and anticipated resubmission date, where applicable.
H. Date of final acceptance, where required.

2.1.2 The Contractor shall submit the initial register in accordance with the schedule and project-controls requirements of the Contract Documents and maintain it throughout construction. The current register shall be made available to the Project Representative and reviewed during construction progress meetings.

2.2 Contractor Review and Approval

2.2.1 Each submittal shall bear the Contractor's signature, approval stamp, or other authorized indication confirming that the Contractor has reviewed and approved the information before submission.

2.2. Submittals not reviewed and approved by the Contractor, or which are incomplete, improperly identified, or insufficiently coordinated, may be returned without review.

2.3 Submittal Identification

2.3.1 Each submittal shall clearly identify:

A. Project name and Contract number.
B. Contractor's name.
C. Submittal number and revision number.
D. Date of submission.
E. Applicable specification section and paragraph.
F. Applicable drawing numbers and details, where appropriate.
G. Manufacturer, supplier, and product identification.
H. Description of the materials, equipment, or Work covered.
I. Specific deviations from the Contract Documents, if any.

2.4 Submittal Format

2.4.1 Unless otherwise directed by the Project Representative, submittals shall be provided electronically in PDF format.

2.4.2 Submittals shall be legible, complete, properly organized, and clearly identified. Multiple documents relating to the same submittal may be combined into a single PDF package, provided the information is organized and readily identifiable.

2.4.3 Electronic file names shall include the Contract number, specification section, submittal number, description, and revision number, as applicable.

2.4.4 The Contractor shall provide hard copies, physical samples, or original certifications when specifically required by the Contract Documents or requested by the Project Representative.

2.5 Submittal Scheduling

2.5.1 The Contractor shall coordinate submittal preparation and review with the approved construction schedule, procurement activities, and required Contract Milestones.

2.5.2 Submittals shall be transmitted sufficiently in advance to allow for review and any necessary corrections or resubmissions.

2.5.3 The Contractor shall identify long-lead materials and equipment requiring early review and shall schedule their submittals accordingly.

2.5.4 Failure to submit required information in a timely manner shall not, by itself, constitute grounds for an adjustment to the Contract Price or Contract Time.

2.6 Submittal Review Period

2.6.1 The Contractor shall allow a minimum of seven (7) working days for the initial review of each complete and properly submitted shop drawing, product data package, sample, or other submittal requiring review by the Project Representative or Design Consultant, unless a different review period is specified in the Contract Documents.

2.6.2 The review period shall commence on the first working day following receipt of a complete submittal by the Project Representative. Incomplete, improperly identified, or uncoordinated submittals may be returned without review. The applicable review period shall commence upon receipt of the corrected and complete submittal.

2.6.3 The Contractor shall allow a minimum of five (5) working days for review of resubmittals. Resubmittals involving substantial revisions, additional technical information, or changes to the original design or product selection may require the full initial review period.

2.6.4 Submittals requiring review by multiple disciplines, specialized consultants, regulatory agencies, or other parties may require up to fifteen (15) working days for review. The Contractor shall identify such submittals in the submittal register and coordinate the anticipated review duration with the Project Representative sufficiently in advance of the required submission date. Review periods required by regulatory agencies shall be governed by the applicable agency requirements and shall not be presumed to be included within the periods stated herein.

2.6.5 The Contractor shall incorporate the applicable review periods, including reasonable allowances for corrections and resubmissions, into the construction schedule and procurement activities. The Contractor shall not assume that submittals will be reviewed in less than the periods established herein.

2.6.6 Expedited review may be requested by the Contractor; however, the Project Representative shall have no obligation to provide expedited review unless otherwise agreed in writing. Requests for expedited review shall identify the reason for the request and the date by which a response is required.

2.7 Submittal Review and Schedule Coordination

2.7.1 The Contractor shall submit required shop drawings, product data, samples, and other submittals sufficiently in advance of the scheduled Work to allow for review, corrections, resubmissions, fabrication, procurement, delivery, and installation without delaying the progress of the Work.

2.7.2 The Contractor shall identify critical and long-lead submittals in the submittal register and construction schedule. Submittals affecting the critical path or Contract Milestones shall be brought to the attention of the Project Representative during construction progress meetings.

2.7.3 The Contractor shall promptly notify the Project Representative in writing when a required review has not been returned within the applicable review period and shall identify any potential impact on the construction schedule.

2.7.4 Failure of the Contractor to submit required information in a timely, complete, and coordinated manner shall not, by itself, constitute grounds for an adjustment to the Contract Price or Contract Time. Any claim for adjustment arising from a delay in submittal review

shall be evaluated in accordance with the applicable provisions of Section 00 70 00 – General Conditions.

2.7.5 Expiration of the applicable review period shall not constitute acceptance or approval of a submittal. The Contractor shall obtain the required written review disposition before proceeding with any activity for which prior acceptance is required by the Contract Documents.

2.8 Deviations from Contract Documents

2.8.1 The Contractor shall specifically identify in writing any proposed deviation, substitution, discrepancy, or variation from the requirements of the Contract Documents.

2.8.2 Such deviations shall be clearly identified in the submittal transmittal and on the applicable drawings, product data, or other supporting documents.

2.8.3 Review or acceptance of a submittal shall not constitute acceptance of a deviation unless the deviation has been specifically identified and expressly accepted in writing by the Project Representative.

2.8.4 Substitutions shall be submitted and evaluated in accordance with Section 00 70 00, Section 00 80 00, and the applicable requirements of Book 1.

2.9 Project Representative Review

2.9.1 The Project Representative will review submittals for general conformance with the design intent and requirements of the Contract Documents.

2.9.2 Review shall not include verification of dimensions, quantities, fabrication procedures, construction means and methods, installation techniques, safety precautions, or coordination responsibilities assigned to the Contractor.

2.9.3 The Project Representative may return submittals with comments, require corrections, or request additional information necessary to evaluate compliance with the Contract Documents.

2.9.4 The Contractor shall not interpret review comments or acceptance as authorization to proceed with Work that deviates from the Contract Documents.

2.10 Submittal Review Status

2.10.1 Submittals may be returned with one of the following review dispositions:

A. Accepted: The submittal is acceptable for the intended Work, subject to compliance with the Contract Documents.

B. Accepted as Noted: The submittal is acceptable subject to incorporation of the review comments and notations. The Contractor shall incorporate the comments into the applicable Work and provide revised documentation when requested.

C. Revise and Resubmit: The submittal requires correction or additional information and shall be resubmitted for review before proceeding with the affected Work.

D. Rejected: The submittal does not comply with the Contract Documents and shall be corrected and resubmitted.

E. For Record Only: The submittal is received for documentation purposes and does not require technical acceptance unless otherwise specified.

The review dispositions above shall be used consistently by the Project Representative and Design Consultant, as applicable.

2.11 Resubmittals

2.11.1 The Contractor shall promptly correct and resubmit documents returned for revision or rejection.

2.11.2 Resubmittals shall retain the original submittal number and include a sequential revision designation.

2.11.3 The Contractor shall clearly identify revisions and provide a written response addressing previous review comments.

2.11.4 Corrections shall be coordinated with related submittals and affected Work.

2.12 Submittal Review and Contract Change

2.12.1 Submittals reviewed or processed by the Project Representative are not Change Orders. If deviations, discrepancies, or conflicts exist between an accepted submittal and the Contract Documents, and such deviations were not expressly identified and accepted in accordance with Paragraph 2.8, the Contract Documents shall govern.

2.12.2 Any adjustment to the Contract Price or Contract Time shall be authorized only in accordance with the applicable provisions of Section 00 70 00 – General Conditions.

2.13 Record of Submittals

2.13.1 The Contractor shall maintain a current record of submitted, returned, accepted, rejected, and outstanding submittals.

2.13.2 The record shall identify the latest applicable revision and shall be available for review by the Project Representative.

2.13.3 The Contractor shall ensure that Subcontractors, suppliers, and field personnel use the current applicable submittal documents.

## 3.0 SAMPLES

3.1 The Contractor shall submit samples when required by the Contract Documents or when requested by the Project Representative to demonstrate compliance with specified materials, products, finishes, colors, workmanship, or other characteristics. 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 Samples shall be representative of the materials and products proposed for incorporation into the Work and shall be properly identified with the Project name, Contract number, specification section, manufacturer, product designation, and intended use.

3.3 Samples shall be submitted sufficiently in advance of procurement or installation to allow for review and any necessary resubmission without delaying the Work.

3.4 Accepted samples shall establish the applicable standard for the characteristics reviewed, subject to the requirements of the Contract Documents. Acceptance of samples shall not relieve the Contractor of responsibility for compliance with the Contract Documents.

3.5 Samples shall be stored, protected, incorporated into the Work, or disposed of as directed by the Project Representative and as required by the Contract Documents.

## 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 01 33 00**

## SECTION 01 35 29

## HEALTH AND SAFETY PROVISIONS

### 1.0 GENERAL

1.1 The following personal protective equipment (PPE) will be required for the work to be performed within a specific area, as applicable to the work activities and identified hazards:

A. Hard hat, safety glasses, steel toe/shank work boots, traffic safety vest.

Additional PPE shall be provided and used as required by applicable regulations and the site-specific Health and Safety Plan.

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). The SHSC shall be a qualified individual designated by the Contractor and may perform other project responsibilities, provided such responsibilities do not interfere with the performance of required health and safety duties.

1.4 The Contractor shall engage an independent, qualified health and safety expert to review the site-specific HASP and provide consultation and monitoring services as required by the HASP, applicable regulations, or identified site conditions and recommend all necessary health and safety protection. The Contractor shall follow such recommendations and shall provide such protection to its 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 elsewhere 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, where required by applicable regulations or site conditions.

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

The Contractor shall update the HASP as necessary to address changes in site conditions, construction activities, or identified hazards and shall provide revised copies to the Project Representative.

## 4.0 EXECUTION

4.1 The Contractor shall implement the Health and Safety protection program, as prepared by its 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. The SHSC may be a qualified member of the Contractor's project staff and shall have the authority to implement safety measures and stop unsafe work.

## 5.0 PAYMENT

5.1 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 01 35 29**

## SECTION 01 40 00

## QUALITY REQUIREMENTS

### 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 and assigned to the Contractor under the Contract Documents. 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, except for testing and inspection services expressly assigned to NJSEA under the Contract Documents.

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. The Contractor shall provide the Project Representative at least forty-eight (48) hours' advance notice of scheduled testing and inspections, whenever practicable, and shall not cover or conceal work requiring inspection or testing until the required inspection or testing has been performed, unless otherwise authorized by the Project Representative. 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 of such testing and any required retesting following corrective work.

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 or from responsibility for correcting defective or nonconforming work.

### 2.0 PAYMENT

2.1 Separate payment shall not be made for sampling, testing, inspection, certifications, reports, coordination, or retesting required to be provided by the Contractor under this Section or other provisions of the Contract Documents. The Contractor shall include such costs in the Contract Price. Testing and inspection services expressly assigned to NJSEA shall be provided or paid for by NJSEA, except where the Contractor is responsible for costs associated with defective or nonconforming Work as provided in the Contract Documents.

**END OF SECTION 01 40 00**

## SECTION 01 50 00

## TEMPORARY FACILITIES AND CONTROLS

### 1.0 GENERAL

1.1 The Contractor shall furnish, install, operate, maintain, relocate as necessary, and remove all temporary facilities and controls required for the safe and orderly execution of the Work.

These requirements include temporary utilities, sanitary facilities, construction access, protection of existing property, site security, temporary barriers, environmental controls, and restoration.

1.2 Project-specific requirements for temporary facilities, utility connections, service interruptions, environmental protection, public access, and occupied-building operations shall be coordinated with this Section and Section 01 31 00 – Project Management and Coordination.

### 2.0 TEMPORARY UTILITIES AND FACILITIES

2.1 The Contractor shall provide, operate, and maintain temporary utility services and facilities necessary to perform the Work unless the Contract Documents expressly identify services to be furnished by NJSEA.

2.2 The Contractor shall provide and maintain temporary electrical distribution, wiring, lighting, equipment connections, and protective devices necessary for construction activities. Temporary electrical installations shall comply with applicable codes and safety requirements.

Use of NJSEA electrical systems shall require prior written authorization from the Project Representative and shall be subject to applicable operational restrictions.

2.3 The Contractor shall provide water required for construction activities unless the Contract Documents expressly authorize use of an existing NJSEA water supply.

Connections to existing systems shall be coordinated with and approved by the Project Representative. The Contractor shall provide appropriate backflow prevention and other protective measures required by applicable codes and regulations.

2.4 The Contractor shall furnish, service, and maintain sanitary facilities adequate for its personnel and subcontractors in accordance with applicable laws and regulations. Use of NJSEA sanitary facilities shall not be permitted unless expressly authorized by the Project Representative.

2.5 The Contractor shall provide temporary heating, cooling, ventilation, and environmental controls necessary to protect the Work, maintain required installation conditions, and prevent damage to existing facilities.

2.6 Temporary utility connections shall not interfere with NJSEA operations or compromise existing systems. All connections, modifications, and disconnections affecting NJSEA facilities shall be coordinated with the Project Representative.

2.7 Unless expressly provided otherwise in the Contract Documents, the Contractor shall be responsible for the costs associated with providing, operating, maintaining, and removing temporary utility services and facilities required for the Work.

## 3.0 TEMPORARY PROTECTION AND ENVIRONMENTAL CONTROLS

3.1 The Contractor shall protect existing structures, utilities, equipment, finishes, landscaping, pavements, and other property designated to remain from damage resulting from construction activities.

3.2 The Contractor shall provide and maintain temporary weatherproofing and protection necessary to prevent water intrusion, deterioration, or damage to existing facilities and Work in progress.

Temporary protection shall be maintained during demolition, construction, and periods when permanent building envelope components are removed or incomplete.

3.3 The Contractor shall implement measures necessary to control dust, debris, noise, vibration, water intrusion, runoff, and other environmental impacts associated with construction activities.

3.4 The Contractor shall protect occupied areas and maintain safe separation between construction operations and NJSEA personnel, building occupants, visitors, and the public.

3.5 The Contractor shall provide temporary partitions, barriers, enclosures, protective coverings, and other measures necessary to protect existing facilities and occupants from construction-related hazards.

3.6 Construction activities generating excessive noise, vibration, dust, odors, or other disruptions shall be coordinated in advance with the Project Representative and performed in accordance with the approved work hours and restrictions established in Section 00 80 00 – Specific Project Requirements.

3.7 The Contractor shall promptly correct damage resulting from its operations in accordance with the Contract Documents. Temporary protection shall not be removed until permanent protection is established or removal is authorized by the Project Representative.

## 4.0 TRAFFIC CONTROL AND PUBLIC ACCESS

4.1 The Contractor shall maintain traffic and protect persons and property within the limits of the Contract for the duration of the Work.

Traffic shall be maintained through appropriate signs, delineation, barriers, flagging, or other protective measures necessary to provide safe pedestrian and vehicular circulation through or around areas affected by construction.

4.2 Any restriction, diversion, or temporary closure of pedestrian or vehicular traffic shall be coordinated with and subject to prior written approval by the Project Representative, in addition to any approval required by authorities having jurisdiction.

4.3 Review or approval of the Contractor's traffic control measures by the Project Representative shall not relieve the Contractor of responsibility for the maintenance and protection of traffic.

4.4 The Contractor shall maintain access for emergency vehicles and emergency personnel to all areas affected by the Work, except where alternative arrangements have been approved by the applicable authorities and coordinated with the Project Representative.

4.5 The Contractor shall provide and maintain safe pedestrian and vehicular access to roadways, parking areas, occupied buildings, and adjacent facilities affected by the Work.

The Contractor shall maintain access to occupied portions of NJSEA facilities unless otherwise approved by the Project Representative.

4.6 Except as necessary during approved construction operations, the Contractor shall not occupy public areas, roadways, sidewalks, or other areas outside the authorized limits of Work with equipment, materials, or personnel without prior written authorization.

4.7 Equipment or machinery having tracks, heavy treads, or other components capable of damaging existing pavements shall not operate on such pavements without appropriate protective measures approved by the Project Representative.

Damage caused by the Contractor's operations shall be repaired at the Contractor's expense in accordance with the Contract Documents.

4.8 The Contractor shall be responsible for repairing damage to roads, pavements, sidewalks, curbs, and other surfaces resulting from its operations.

4.9 The Contractor shall provide clearly marked pedestrian detours and appropriate advance warning signs where construction activities require temporary access restrictions.

4.10 The Contractor shall provide advance notice to the Project Representative of proposed traffic restrictions, pedestrian detours, delivery operations, or other activities that may affect NJSEA operations or public access.

4.11 Traffic control measures shall comply with applicable laws, regulations, permit conditions, and recognized traffic-control standards required by the authorities having jurisdiction.

## 5.0 BARRICADES, FENCING, AND GUARDRAILS

5.1 The Contractor shall provide and maintain barricades, fencing, guardrails, warning signs, lighting, and other protective measures necessary to safeguard construction areas and protect personnel, building occupants, visitors, and the public.

5.2 Temporary protective measures shall comply with applicable codes, laws, regulations, and requirements of authorities having jurisdiction.

5.3 Barricades, fencing, signs, and other protective measures shall be maintained in safe and effective condition throughout the duration of the affected Work.

5.4 The Contractor shall inspect temporary protective measures regularly and promptly repair or replace damaged, displaced, or ineffective components.

5.5 Temporary barriers shall not obstruct required emergency access, exits, or accessible routes except where authorized alternative arrangements have been established.

## 6.0 SITE ACCESS AND SECURITY

6.1 The Contractor shall provide adequate security at the Project Site to protect the Work, materials, equipment, and existing facilities and to prevent unauthorized access to construction areas.

6.2 Security measures may include temporary fencing, gates, locks, lighting, access controls, and security personnel where necessary for the protection of the Work.

6.3 The Contractor shall coordinate site access, deliveries, material storage, construction equipment movement, and security procedures with NJSEA requirements and the Project Representative.

6.4 The Contractor shall maintain approved access to occupied facilities and shall not obstruct NJSEA operations without prior authorization.

6.5 The Contractor shall be responsible for securing its equipment, materials, and construction areas during nonworking hours.

6.6 Temporary security arrangements shall be maintained until no longer required and shall be removed or modified in coordination with the Project Representative.

## 7.0 PERMITS AND REGULATORY COMPLIANCE

7.1 The Contractor shall obtain permits and approvals required for temporary facilities, traffic control, construction access, utility connections, and related activities to the extent assigned to the Contractor under the Contract Documents.

7.2 The Contractor shall comply with applicable laws, ordinances, regulations, permit conditions, and requirements of authorities having jurisdiction.

7.3 Where required by the applicable authorities, the Contractor shall prepare and implement a maintenance and protection of traffic plan and coordinate with the appropriate municipal, county, state, utility, or other agencies.

7.4 The Contractor shall cooperate with public agencies, utility companies, and other entities performing work in the vicinity of the Project.

7.5 The Contractor shall modify temporary protection, lighting, traffic controls, and other facilities as necessary to address changing construction conditions and applicable regulatory requirements.

7.6 The requirements of this Section establish minimum obligations and shall not relieve the Contractor of responsibility for providing additional temporary facilities or protective measures necessary to comply with the Contract Documents and applicable laws.

7.7 The Contractor's responsibility for damage, claims, delays, and related costs shall be governed by Section 00 70 00 – General Conditions and the other applicable provisions of the Contract Documents.

7.8 Requests for adjustments to Contract Price or Contract Time arising from conditions affecting temporary facilities or controls shall be submitted and evaluated in accordance with Section 00 70 00 – General Conditions. Nothing in this Section independently authorizes or prohibits an adjustment otherwise permitted by the Contract Documents.

## 8.0 TEMPORARY SERVICE INTERRUPTIONS

8.1 The Contractor shall coordinate planned utility interruptions, shutdowns, tie-ins, and temporary service modifications with the Project Representative.

8.2 No planned interruption affecting NJSEA operations, occupied facilities, utilities, or building systems shall occur without prior written authorization from the Project Representative and any additional approvals required by the Contract Documents.

8.3 The Contractor shall submit proposed shutdown procedures and schedules sufficiently in advance to permit coordination with NJSEA operations.

8.4 The Contractor shall provide temporary measures necessary to maintain required life-safety systems, emergency access, and other essential services identified in the Contract Documents.

8.5 The Contractor shall coordinate restoration of interrupted services with the Project Representative and verify that affected systems are operational before completing the associated work.

## 9.0 REMOVAL, RESTORATION, AND CLEANUP

9.1 Temporary facilities and controls shall be removed when no longer required for the Work, subject to coordination with the Project Representative.

9.2 Upon completion of the Work, the Contractor shall remove temporary signs, barricades, fencing, equipment, utility connections, excess materials, and construction debris from the Project Site unless otherwise directed by the Project Representative.

9.3 Temporary facilities and materials furnished by the Contractor shall remain the property of the Contractor unless otherwise established in the Contract Documents.

9.4 Areas disturbed or damaged by the Contractor's operations shall be restored in accordance with the Contract Documents.

9.5 The Contractor shall remove construction waste and debris and dispose of such materials in accordance with applicable laws, regulations, and the Contract Documents.

9.6 Removal of temporary facilities shall not compromise completed Work, existing facilities, required building services, or safe public access.

## 10.0 PAYMENT

10.1 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 01 50 00**

## SECTION 01 60 00

## PRODUCT REQUIREMENTS

### 1.0 GENERAL

1.1 This Section establishes general requirements for materials, equipment, and products furnished and incorporated into the Work under this Contract.

1.2 The requirements of this Section shall apply unless otherwise specified in the Contract Documents. The Contractor shall comply with the applicable requirements of Section 00 70 00 – General Conditions, Section 00 80 00 – Specific Project Requirements, and the technical specifications.

### 2.0 PRODUCT REQUIREMENTS

2.1 Unless otherwise specified or approved in accordance with the Contract Documents, all materials, equipment, and products incorporated into the Work shall be new, of the quality specified, free from defects, and suitable for their intended use.

2.2 All materials and equipment shall conform to the requirements of the Contract Documents and applicable referenced standards.

2.3 Materials and equipment shall be furnished, handled, stored, and installed in accordance with the manufacturer's written recommendations, except where otherwise required by the Contract Documents.

### 3.0 TRANSPORTATION AND HANDLING

3.1 The Contractor shall be responsible to ensure 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. Deliveries shall be coordinated with the Project Representative and NJSEA operations to minimize interference with occupied facilities and ongoing activities.

3.2 The Contractor shall take whatever measures are necessary to provide for the proper handling of all equipment and materials, in accordance with the manufacturer's written recommendations, where applicable.

### 4.0 STORAGE AND PROTECTION

4.1 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 its 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, and only in areas approved by the Project Representative.
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 its 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.

4.2 The Contractor shall ensure 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. Materials and equipment shall not obstruct building entrances, exits, emergency access, or designated pedestrian routes. Materials and equipment shall not obstruct building entrances, exits, emergency access, or designated pedestrian routes.

4.3 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.

4.4 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. Materials and equipment susceptible to weather-related damage shall be stored and protected in accordance with the manufacturer's written recommendations. Materials and equipment susceptible to weather-related damage shall be stored and protected in accordance with the manufacturer's written recommendations.

4.5 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. Any adjustment to the Contract Price or Contract Time resulting from such suspension shall be governed by Section 00 70 00 – General Conditions.

## 5.0 PRODUCT SUBSTITUTIONS

5.1 Requests for substitutions of specified materials, equipment, or products shall be submitted and evaluated in accordance with Section 00 70 00 – General Conditions.

5.2 No substitution shall be incorporated into the Work without the approval required by the Contract Documents.

## 6.0 DEFECTIVE OR NONCONFORMING MATERIALS

6.1 Materials, equipment, or products that are damaged, defective, or do not conform to the Contract Documents shall not be incorporated into the Work.

6.2 The Contractor shall promptly remove and replace rejected materials and equipment with conforming materials and equipment, at no additional cost to NJSEA, except as otherwise provided in the Contract Documents.

6.3 Review or acceptance of materials and equipment by the Project Representative shall not relieve the Contractor of responsibility for compliance with the Contract Documents.

## 7.0 CLEANING

7.1 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 their operations. The Contractor shall clean all drains and ditches within and adjacent to the site, which have been obstructed by its operations, and shall leave the site and adjacent properties in a neat and presentable condition. Cleaning and removal of construction debris shall also be performed as necessary during the Work to maintain safe access and minimize disruption to occupied facilities.

## 8.0 PAYMENT

8.1 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 01 60 00**

**SECTION 01 78 36**

**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 of two (2) years from the date of Substantial Completion, unless otherwise specified in writing and approved by the Owner, in accordance with Section 00 80 00 – 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 NJSEA.

_____
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. The Contractor shall coordinate such Work with NJSEA operations to minimize disruption to occupied facilities and ongoing activities.

1.3 Should the Contractor fail to remedy defects within the time directed by the Project Representative, or promptly in the event of an emergency or condition presenting an immediate threat to persons or property, the NJSEA may furnish such materials and labor as are necessary to bring the Work to the standard called for and the Contractor shall reimburse

NJSEA for the reasonable costs incurred, subject to the applicable provisions of Section 00 70 00 – General Conditions.

1.4 Upon completion of corrective Work performed under the guarantee, the Contractor shall provide written confirmation to the Project Representative identifying the defect corrected, the corrective action performed, and the date of completion.

## 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. The Contractor shall submit the required warranties and guarantees to the Project Representative as part of the Contract closeout documentation.

2.2 Unless otherwise specified in the Contract Documents, the Contractor's guarantee period shall commence on the date of Substantial Completion. For Work identified as incomplete on the Substantial Completion punch list, the applicable two-year guarantee shall commence upon NJSEA's written acceptance of such Work, in accordance with Section 00 80 00, Article 17.2. Manufacturer's warranties and special warranties shall commence on the dates established by the applicable technical specifications, manufacturer's warranty provisions, or other requirements of the Contract Documents.

2.3 The Contractor shall submit copies of all required manufacturer's warranties and guarantees to the Project Representative. Such documents shall identify the equipment or materials covered, the warranty period, applicable limitations, and procedures for obtaining warranty service.

2.4 The Contractor shall provide the name, address, telephone number, and email address of the party responsible for administering each applicable manufacturer's or supplier's warranty.

2.5 Manufacturer's and supplier's warranties shall be in addition to, and shall not relieve the Contractor of, its obligations under the Contractor's guarantee or other applicable provisions of the Contract Documents.

## 3.0 BONDS

3.1 Not used.

## 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 01 78 36**

**SECTION 01 78 39**

**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. The Project Record Documents shall accurately reflect the Work as constructed, including approved changes, field modifications, and actual installed conditions.

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, one (1) complete and current 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 and clearly identified with sufficient information to document the actual installed condition.

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.
   d. Actual locations of concealed utilities, piping, conduits, and other concealed Work, where different from the Contract Documents.
   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. The Contractor shall record actual field conditions and deviations from the Contract Documents as the Work is installed. The Contractor shall document concealed conditions before covering or enclosing the Work, including field measurements and photographs where necessary to accurately identify the installed conditions.

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. The Contractor shall make the current Project Record Documents available for this review and promptly correct any deficiencies identified by the Project Representative. Review by the Project Representative shall not relieve the Contractor of responsibility for the accuracy and completeness of the Project Record Documents.

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. Such drawings shall identify the equipment and systems as installed, including applicable changes in arrangement, connections, and dimensions.

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 the applicable requirements of the Contract Documents, including surveying requirements where specified. The title block for the as-built drawings shall include the name of Contractor. The as-built drawings shall be legible, complete, and clearly identify all changes from the original Contract Drawings.

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. Electronic PDF copies of the selected drawings shall also be provided.

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. The final submission shall include the completed as-built drawings, revised Record Shop Drawings, and other Project Record Documents required by this Section. Final record drawings shall be submitted in PDF format and in editable electronic format where required by the Contract Documents. Submission and acceptance of the required final Project Record Documents shall be a prerequisite to NJSEA's determination of Final Completion in accordance with Section 00 70 00, Article 12.8.

1.10 Final Payment shall be contingent on completion of the above listed requirements in this Section, in accordance with Section 00 70 00 – General Conditions and Section 01 29 00 – Payment Procedures.

**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 01 78 39**