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www.pennoni.com

ADDENDUM #1

DATE: JUNE 26, 2018

TO: ALL BIDDING CONTRACTORS

FROM: JOSEPH RADAY, PE

PROJECT NO: PACAX18003

RE: BLOCK N (Block 175, Lot 5)

ENVIRONMENTAL REMEDIATION WORK

In connection with the referenced project, the following hereby clarifications are issued to the bid documents:

Clarification #1: Is this a ST-13 tax exempt project?

This project is a ST-13 tax exempt project.

<u>Clarification #2: Bid specs mention sheet pile shoring and timber lagging? Are these mandatory requirements and if so are there engineered drawing specifying the use?</u>

Means and methods are to be determined by the contractor. Shoring required along the sidewalks/roadways due to the proposed depth of excavation and known depth of groundwater.

<u>Clarification #3: Excavation dewatering is required. Will CCMUA allow for filtered discharge into the sanitary sewer and if so where might we connect?</u>

It is contractor's responsibility to obtain discharge permit from City of Camden Engineer's Office (contact City Engineer's Office at 856-757-7680 and CCMUA Engineering at 856-541-3700 for all permits and fees) (dewatering work). However, Parking Authority City of Camden intends to seek a waiver for the discharge permit.

The bid proposal form has been revised to provide a line item for the contractor's cost to acquire and pay for the discharge permit. The revised bid proposal form must be included as part of the submitted bid documents. The revised bid proposal form is included in this addendum as a pdf.

Contractor to obtain discharge permit from City of Camden Engineer's Office and CCMUA Engineering (dewatering work) shall be paid at the lump sum price as shown in the bid form. The

lump sum bid shall include contractor acquiring the permit, paying for all fees, materials, labor, equipment, and all else necessary therefore and incidental thereto. Included in the lump sum bid price are all costs associated with maintaining the discharge permit during the work including treatment device, frack tank(s), etc. There will be no additional payment by the Parking Authority City of Camden for the cost of the permits necessary for the work.

Clarification #4: Is there a scheduled bid walk of the site or can we make arrangements with you to inspect the site?

There is no scheduled bid walk for this project. The site has temporary open chain link fence around the site where contractor can review site at its own discretion from the sidewalk.

Clarification #5: Is there a MBE/WBE requirement for this project?

Contractor is required to follow the Mandatory Equal Opportunity requirements specified in the bid specifications. There is no MBE/WBE set aside or requirement for this project.

<u>Clarification #6: Is the \$5,000,000 excess policy on a per project basis mandatory? Would higher limits than what is required in the bid, on a primary per occurrence basis, be considered an alternative?</u>

The excess liability insurance with a combined bodily injury and property damage limit has been revised to be at least \$3,000,000 per project, excess of primary CGL Automobile and Employer's Liability for the Block N (Block 175, Lot 5) Environmental Remediation Work project.

Contractor is to refer to revised "Instructions to Bidders Contractor's Insurance". The revised Instruction to Bidders is included in this addendum as a pdf

Clarification #7: Are there specifications for monitoring well installation?

Locations and construction depths are not specified. However, monitoring wells shall be four (4) inches in diameter and installed by a New Jersey licensed well driller. Screening the appropriate depths to monitor the soil remediation area for free product and dissolved phase contaminants. The wells maybe used for free product recovery or multiphase remediation as necessary following remedial excavations.

<u>Clarification #8: Are there any known underground utilities within the proposed excavation areas?</u>

An existing utility survey is attached in this addendum. Geotech report was included as Appendix A in the bid specifications. The successful bidder for this project will be required to call NJ One Call prior to start of construction. Cost to be included in the associated bid items in the bid proposal form.

Clarification #9: Is there a SIR or RAW pertaining to this site available for review?

The Parking Authority City of Camden does not have a SIR or RAW for this site.

Clarification #10: Missing Appendices B document?

Appendices B Underground Survey prepared by Dewberry is included in this addendum as a pdf.

Clarification #11: Missing Appendices C document?

Appendices C Existing Conditions Plan prepared by Pennoni is included in this addendum as a pdf.

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BID PROPOSAL FORM

TO: PARKING AUTHORITY CITY OF CAMDEN

10 Delaware Avenue

1st Floor Administration Office, Camden Waterfront Garage

Camden, 08102

RE: BLOCK N (Block 175, Lot 5) ENVIRONMENTAL REMEDIATION WORK

This Bid will not be accepted not later than 2:00 PM prevailing time on July 10, 2018, at which time all Bids will be publicly opened and read.

Name of Firm Submitting Bid:

Included with this Bid shall be the following executed documents:

- 1. Proposal Security
- 2. Certificate of Surety
- 3. Stockholder's Statement
- 4. Non-collusion Affidavit
- 5. Mandatory Equal Opportunity Language
- 6. Questionnaire on Supply/Service Contracts
- 7. MBE/WBE Tracking Information
- 8. Debarment Certification Form
- 9. Plan and Equipment Questionnaire
- 10. Status of Contracts on Hand
- 11. Contractor's References
- 12. Certification of Non-Segregated Facilities
- 13. List of Subcontractors
- 14. Americans with Disabilities Act Mandatory Language
- 14. Acknowledgement of Receipt of Changes to Bid Documents

BID PROPOSAL FORM

PARKING AUTHORITY CITY OF CAMDEN BLOCK N (Block 175, Lot 5) ENVIRONMENTAL REMEDIATION WORK ATTACH CERTIFIED CHECK HERE:

(The amount of the certified check to be submitted with this proposal shall be in accordance with Paragraph 7 of the "Instructions to Bidders" and shall be made payable to

d services MENTAL I Contract the date of
<u>llars</u> ,
(Amount
(Alliount
or labor

THIS SHALL BE KNOWN AS THE BASE BID

The price of the bids must be written in words as well as figures. In case of a discrepancy, the words shall govern. The undersigned hereby agrees to complete all work within the number of calendar days listed below from the date of notice to begin work, which will be forwarded to the Contractor by the Engineer. The undersigned further agrees that the Owner may, without recourse or other legal action, retain from the monies that are or may become due, the amount stipulated below for each and every calendar day (Sundays and legal holidays excepted), that the completion of the work may be delayed beyond the time stipulated below. Such amount is hereby mutually agreed, not as a penalty, but as liquidated damages accruing to the Owner due to such delay for extra costs due to engineering or other expenses. The schedule of completion dates and amount for liquidated damages are as follows:

CONTRACT

CALENDAR DAYS TO COMPLETE

LIQUIDATED DAMAGES

BLOCK N PARKING GARAGE REMEDIATION WORK

60

As outlined in the Instructions to Bidders

order of the PARKING AUTHORITY CIT Dollars (\$	(Cashier's Check, certified check, or bid bond) to the Y OF CAMDEN in the sum of), and a duly executed consent from an approved surety of New Jersey, agreeing to furnish the required bond
Name and business address of bidder to whom all for	mal notices are to be sent:
PARKING AUTHORITY CITY OF CAMDEN resedeems in its best interest.	erves the right to accept or reject any and all bids as it
Percentage of Work to be performed by my Organiz	ration
Estimated Cost of Work to be performed by my orga	anization:
\$	<u>.</u>
The undersigned will enter and execute a contract w based upon these Bid Proposal Forms, without delay withdraw this Proposal prior to sixty (60) days follow	vith PARKING AUTHORITY CITY OF CAMDEN y upon notice of award of contract, and will not
This day of20	
Signature of Owner or Partner	
Business Name of Bidder	Typed or Printed Name and Title
Address, including Zip	Telephone Number

<u>Item</u> <u>Number</u>

Provide Price for Furnishing and Installing the following items in accordance with the Contract Drawings and Specifications. The following is a Brief Description of Item; Provide Price in Words and Figures.

Total Amount

Base	Bid			
Item	No.	&	Descri	ption

Total \$ Amount

1.	Maintenance & Prote	ection of Traffic Contro	ol.	
	1 LS @ \$	per LS	\$	
(Wri	te Out Total Amount)			
2.	Mobilization.			
	1 LS @ \$	per LS	\$	
(Wri	te Out Total Amount)			
3.	Soil Erosion & Sedin	nent Control Measures.		
	1 LS @ \$	per LS	\$	
(Wri	te Out Total Amount)			
4.	Temporary Chain Li	nk Fence (8' tall).		
	200 LF @ \$	per LF	\$	
(Wri	te Out Total Amount)			

5. LSRP Retention/ SRRA Forms/Meetings.				
	1 LS @ \$	per LS	\$	
(Wri	te Out Total Amount)			
6.	Remediation Oversig	ght & Dust Monitoring	•	
	1 LS @ \$	per LS	\$	
(Writ	te Out Total Amount)			
7.	Post Remediation Co	onfirmation Sampling.		
	1 LS @ \$	per LS	\$	
(Wri	te Out Total Amount)			
8.	Characterization for	Disposal.		
	1 LS @ \$	per LS	\$	
(Wri	te Out Total Amount)			
9.	Remedial Action Rep	port		
	1 LS @ \$	per LS	\$	
(Writ	te Out Total Amount)			
10.	Deed Notice and Per	mit Applications (as w	arranted).	
	1 LS @ \$	per LS	\$	
(Wri	te Out Total Amount)			

11.	Response Action Outcome.				
	1 LS @ \$	per LS	\$,	
(Writ	te Out Total Amount)				
12.		an to Owner for Approvecuss and approve plan).	al (Includes Contractor,	Owner, and	
	1 LS @ \$	per LS	3		
(Writ	te Out Total Amount)				
13.	Excavation Support an	d Protection.			
	1 LS @ \$	per LS	\$		
(Writ	te Out Total Amount)				
14.	Excavation and Dewat footers, sidewalk, etc.).	0	Includes removal of foun	dations,	
	1,660 CY @ \$	per CY	\$		
(Writ	te Out Total Amount)				
15.	Transportation & Disp	oosal of Impacted Soil an	d Material.		
	2,324 TON @ \$	per TO	N \$		
(Writ	te Out Total Amount)				
16.	Clean Fill Material.				
	1,660 CY @ \$	per CY	S		
(Writ	te Out Total Amount)				

17.	Certified Clean DGA.			
	17 CY @ \$	per CY	\$	
(Writ	e Out Total Amount)			
18.	Site Restoration & Contra	act Closeout.		
	1 LS @ \$	per LS	\$	
(Writ	te Out Total Amount)			
19.	Contractor to Install Monwith LSRP).	itoring Wells (Inclu	des: Contractor coordination	work
	1 LS @ \$	per LS	\$	
(Writ	te Out Total Amount)			
20.	Contractor to Obtain Disc CCMUA Engineering (De		City of Camden Engineer's C	Office &
	1 LS @ \$	per LS	\$	
(Writ	te Out Total Amount)			
e Bid				
al Price B	Sase Bid Items 1 thru 20		(in words)	
				
al Price B	Sase Bid Items 1 thru 20		(in figures)	

<u>STOCKHOLDERS STATEMENT</u> CORPORATION and/or PARTNERSHIP STOCK HOLDERS

Chapter 33 of the Public Laws of 1977 provides that no corporation or partnership shall be awarded any State, County, Municipal or school district contract for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or accompanying the bid of said corporation or partnership there is submitted a statement. The statement shall set forth the names and addresses of all stockholders in the corporation or partnership who own ten percent or more of its stock of any class, or of all individual partners in the partnership who own a ten percent or greater interest therein.

1.	Name	
	Address	
2.	Name	
	Address	
3.	Name	
	Address	
4.	Name	
	Address	

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY	
COUNTY OF	ss:
I,	of the (City, Town, Borough) of
	, in the County of and
the State of, o that:	f full age, being duly sworn according to law on my oath, depose and say
-	of the firm of
	the bidder making the proposal for the
	executed the said proposal with full authority so to do so; that said bidder
	entered into any agreement, participated in any collusion, or otherwise
	ree, competitive bidding in connection with the above named project; and
•	said proposal and in this affidavit are true and correct, and made with full
	THORITY CITY OF CAMDEN relies upon the truth of the statements
_	in the statements contained in this affidavit in awarding the contract for
the said project.	
secure such contract upon an a contingent fee, except bona fic	o person or selling agency has been employed or retained to solicit or greement or understanding for a commission, percentage, brokerage or le employees or bona fide established commercial or selling agencies
·	ame of Corporation)
(2.11	
(Also type or print name of	(2.10.21.2.2.2.7)
affiant under signature.)	
,	Subscribed and sworn to
	before me this day of
	Notary Public of
	My commission expires:
	(Date)

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) N.J.A.C. 17:27

CONSTRUCTION CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, up-grading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer, pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the applicable employment goal prescribed by N.J.A.C. 17:27-7.3; provided, however, that the Division may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Division is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Division, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the applicable employment goal established in accordance with N.J.A.C. 17:27-7.3. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

(A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its

PACAX18003 BP-10 BID PROPOSAL FORM affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to attempt to hire or schedule minority and women workers directly, consistent with the applicable employment goal. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with the applicable employment goal, the contractor or subcontractor agrees to be prepared to hire or schedule minority and women workers directly, consistent with the applicable employment goal, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines or is so notified by the Division that the union is not referring minority and women workers consistent with the applicable employment goal.

- (B) If the hiring or scheduling of a workforce consistent with the employment goal has not or cannot be achieved for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions consistent with the applicable county employment goals:
 - (l) To notify the public agency compliance officer, the Division, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers.
 - (2) To notify any minority and women workers who have been listed with it as awaiting available vacancies:
 - (3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;
 - (4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area until such time as the workforce is consistent with the employment goal;
 - (5) If it is necessary to lay off some of the workers in a given trade on the construction site, to assure, consistent with the applicable State and Federal statutes and court decisions, that sufficient minority and women employees remain on the site consistent with the employment goal; and to employ any minority and women workers laid off by the contractor on any other construction site on which its workforce composition is not consistent with an employment goal established pursuant to rules implementing N.J.S.A. 10:5-31 et. seq.;
 - (6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:
 - (i) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall determine the qualifications of such

individuals and if the contractor's or subcontractor's workforce in each construction trade is not consistent with the applicable employment goal, it shall hire or schedule those individuals who satisfy appropriate qualification standards. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Division. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

- (ii) If the contractor's or subcontractor's workforce is consistent with the applicable employment goal, the name of any interested women or minority individual shall be maintained on a waiting list for the first—consideration, in the event the contractor's or subcontractor's workforce is no longer consistent with the applicable employment goal.
- (iii) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Division.
- (7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Division and submitted promptly to the Division upon request.
- (C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Division an initial project workforce report (Form AA 201) provided to the public agency by the Division for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Division and to the public agency compliance officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the-job programs for outreach and training of minorities and women.

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code (NJAC 17:27).**

QUESTIONNAIRE ON SUPPLY/SERVICE CONTRACTS

Please complete this questionnaire and submit it with your bid. Any necessary forms will be sent to you by the Contracting Body upon award.

1.	Our Com	pany has a Federal Affirmative Action Plan Approval.
	YES	NO
	A.	If yes, submit a photostatic copy of said approval.
	В.	If no, submit a photostatic copy of the New Jersey Certificate of Employee Information Report.
	NONE O	F THE ABOVE
2.		neither State nor Federal Affirmative Action evidence. Please send us Form AA-302 tive Action Employee Information Report application). (Check if applicable
I certif	y that the a	above information is correct to the best of my knowledge.
NAME	E:	
SIGNA	ATURE:	
TITLE	: <u> </u>	

AN EQUAL OPPORTUNITY EMPLOYER

MBE/WBE TRACKING INFORMATION

Definitions:

A **Minority Business Enterprise** (**MBE**) is defined in the Camden County Affirmative Action Plan as "a business which is independently owned and operated and is at least 51% owned and controlled by minority group members". Minority group members are defined in the Camden County Affirmative Action Plan as "persons who are Black, Hispanic, Portuguese, Asian-American, American Indian or Alaskan Natives".

A **Women Business Enterprise (WBE)** is defined in the Camden County Affirmative Action Plan as "a business which is independently owned and operated and is at least 51% owned and controlled by women".

Using the	definitions above, please check the following space which best describes your firm
	Minority Business Enterprise (MBE)
_	Women Business Enterprise (WBE)
	Neither

<u>CERTIFCATION REGARDING THE DEBARMENT, SUSPENSION,</u> <u>ELIGIBILITY AND VOLUNTARY EXCLUSION –</u> <u>LOWER TIER COVERED TRANSACTIONS</u>

I am			of the firm	
1)	Name and	Title)	(Name of Organization)	
(Address	of Organi	zation)		
		СН	OOSE THE FOLLOWING	
()	A.	I hereby certify	on behalf of	that
			(Name of Organ	nization)
		neither it nor its	s principals are debarred, suspended, prop	oosed for debarment,
		declared ineligi	ble, or voluntarily excluded from particip	oation in this transaction
		by any federal of	department or agency.	
()	B.	I am unable to	certify to any of the statements set forth in	n this certification. I
		have attached a	n explanation to this form.	
(Signature)			_	
(Type Name	e & Title)		_	
(Date)			_	

INSTRUCTION FOR CERTIFICATION

- 1. By signing and submitting this certification, the contracting firm is providing the certification as set out below.
- 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the contracting firm knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government and/or State Government, the County may pursue available remedies including suspension and/or debarment.
- 3. The contracting firm shall provide immediate written notice to the County if at any time it learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4. The terms "covered transaction", "debarment", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", and "voluntary excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the County for assistance in obtaining a copy of those regulations.
- 5. The contracting firm agrees by submitting this certification that, should the covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntary excluded from participation in this covered transaction.
- 6. The contracting firm further agrees by submitting this certification that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tiered Covered Transaction," without modification, in all subcontractors to this agreement as authorized by the County.

PLAN AND EQUIPMENT QUESTIONNAIRE

Submit	tted to	
		A Corporation
		A Co-partnership
		An Individual
Princip	pal Office	
-	gnatory of this questionnaire guarantees the truth and accuracy of all statemerrogatories hereinafter made.	nts and of all answers
1.	In what manner have you inspected the proposed work? Explain in detail.	
2.	Explain your plan or layout for performing the proposed work.	
3.	The work, if awarded to you, will have the personal supervision of whom?	
4.	Do you intend to do the grading on the proposed work with your own force equipment to be used.	s? If so, give type of

5.	Do you intend to sublet any portions of the work? If so, state the name and a subcontractor and type of his equipment to be utilized.							
6.	What e	sed on the proposed						
					 TABLE 1			
QUAN	TITY	ITEM	DESCRIPTION, SIZE CAPACITY,ETC.		ARS OF PRESENT LOCATION			
7.		quipment do	o you intend to purchase or d to you? TABL		posed work, should the			
QUAN	TITY	ITEM	DESCRIPTION, SI CAPACITY,ETC.	ZE APPRO PURCHASE	E LEASE			

\sim	•				- 1	
8.	N.	/ 1	at.	αr_1	2	C
() .	1.0	16	11	-1	α	

Have you made contracts or received firm offers for all materials necessary to be used in this project in preparing your proposal? Do not give name of dealers or manufacturers.

STATUS OF CONTRACTS ON HAND

9. Give full information about all of your contracts, whether private or government contracts, whether prime or sub-contracts; whether in progress or awarded but not yet begun; or where you are low bidder pending formal award of contract.

			ADJUSTED	AMOUNT	ADDITIONAL	BALANCE TO	ESTIMATED
			CONTRACT	COMPLETED	EARNED	BE	DATE OF
<u>OWNER</u>	LOCATION	DESCRIPTION	<u>AMOUNT</u>	<u>& BILLED</u>	SINCE LAST	COMPLETED	COMPLETION
					ESTIMATE		
			TOTAL	S			

The undersigned hereby declar				
are owned by	and	l are available fo	or and intended	to be used on the project if
				ey propose(s) to purchase
or lease for the project the add	itional items of e	equipment neces	ssary for proper	performance of the work.
If awarded the contract, the un	•			2 2
the effect that, in case of defau				
Standard Specifications for Ro	-			governing Body has the
right to take over the leased eq	uipment for use	in completing th	ne work.	
Dated as	this	day of	20	
	tms	day or	, 20	
Name of Organization				
-				
By:				
Print Name and Title of Per	son Signing			
State of				
State of:				
County of:				
(Name of Organization	1)			
(,			
Subscribed and sworn to before				
this day of, 2	20			
Signature				
My commission expires				

CONTRACTOR'S REFERENCES

NAME		
ADDRESS		
LIST THE FIVE MOST REC	ENTLY COMPLETED PROJEC	TTS OF SIMILAR SCOPE:
	CONTACT PERSON	
):	
NAME OF PROJECT	CONTACT PERSON	PHONE
):	
NAME OF PROJECT	CONTACT PERSON	PHONE
DATE PROJECT COMPLETED	 D:	
NAME OF PROJECT	CONTACT PERSON	PHONE
DATE PROJECT COMPLETED	 D:	
NAME OF PROJECT	CONTACT PERSON	PHONE
DATE PROJECT COMPLETE):	
YEARS THE FIRM HAS BEEN	I IN BUSINESS?	
SIGNATURE	TITLE	DATE

CERTIFICATION OF NON-SEGREGATED FACILITIES

THE UNDERSIGNED CERTIFIES that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location under his/her control where segregated facilities are maintained. He/she certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she will not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Opportunity clause in this Contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and other storage or dressing areas, transportation, and housing facilities, recreation or entertaining areas, parking lots, drinking fountains provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise.

THE UNDERSIGNED FURTHER AGREES that except where he has obtained identical certifications from proposed subcontractors for specific time periods he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity clause; that he/she will retain such certifications in his/her files; and that he/she will forward a notice to his/her proposed subcontractors as provided in the Instructions to Bidders.

	, 20
Signature	
Title	
Subscribed and sworn to before me this day of, 20	
Signature	
My commission expires	
, 20	

LIST OF SUBCONTRACTORS

Bidders that propose using subcontractors for any of the specialized "sub-prime" work must submit a certificate with their bids listing each subcontractor named in the bid for that category.

Name
Address
Category of Work
Name
Address
Category of Work
Name
Address
Category of Work

AMERICANS WITH DISABILITIES ACT Mandatory Language

Equal Opportunity for Individuals with Disabilities.

The contractor and City of Camden, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C.s121 01 ET SEQ.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses rising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure; the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the *owner shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

ACKNOWLEDGMENT OF RECEIPT OF CHANGES TO BID DOCUMENTS BLOCK N PARKING GARAGE REMEDIATION WORK

PARKING AUTHORITY CITY OF CAMDEN

Pursuant to N.J.S.A. 40A:11-23.1a., the undersigned bidder hereby acknowledges receipt of the following notices, revisions, or addenda to the bid advertisement, specifications, or bid documents. By indicating date of receipt, bidder acknowledges the submitted bid takes into account the provisions of the notice, revision, or addendum. Note that the local unit's record of notice to bidders shall take precedence and that failure to include provisions of changes in a bid proposal may be subject for rejection of the bid.

Local Unit Reference Number or Title of Addendum/Revision	How Received (mail, fax, pick-up, etc.)	Date Received
Acknowledgment by bidder:		
Name of Bidder:		
By Authorized Representative:		
Signature:		
Printed Name and Title:		
Date:		

INSTRUCTIONS TO BIDDERS

I. **SECURING DOCUMENTS:**

Copies of the Contract Documents are on file at the offices of the Camden Parking Authority, 10 Delaware Avenue, 1st Floor Administration Office, Camden Waterfront Garage, Camden, New Jersey 08102. Copies of the document may be obtained from the Owner under the conditions set forth in the Invitation to Bid.

II. **BID SUBMITTAL AND FORM:**

In order to receive consideration, Contractor's bids shall be in accordance with the following:

- A. Sealed proposals shall be received in accordance with Public Advertisement as required by law, a copy of said notice being attached hereto and made a part of these specifications.
- Bids shall be made upon the forms provided hereafter, properly executed and with all the B. items filled out. Do not change the wording of the Bid Form and do not add words to the wording of the Bid Form. Unauthorized conditions, limitations, or provisions attached to the proposal shall be cause for rejection of the proposal. Alterations by erasure or interlineation must be explained or noted in the bid over the signature of the Bidder. All blank spaces must be filled in, with both words and number figures if requested. Ink or typewritten required, no pencil. Proposals on forms other than herewith provided will be rejected.
- C. No telegraphic bid or telegraphic modification of a bid will be considered. No bids received after the time fixed for receiving them will be considered. Late bids will be returned to the Bidder unopened.
- D. The Parking Authority shall not assume responsibility for bids forwarded by mail. It is the individual's responsibility to see that bids are presented to the Parking Authority on the hour and at the place designated.
- E. Each bid shall be addressed to the Parking Authority of the City of Camden (PACC) and shall be delivered to the PACC's office under the conditions set forth in the Invitation to Bid. The bid shall be enclosed in a sealed envelope bearing title of the Work, the name of the Bidder, and date and hour of opening. It is the responsibility of the Bidder to insure that their bid is submitted by the proper time.
- F. Bids will be opened at the time and place set forth in the Notice to Bidders. Every bid received shall be opened and publicly read aloud. Bidders and other persons properly interested may be present in person or by representative but are not required to attend. Any bid received after the time and date specified shall not be considered. Conditional bids will not be accepted.

III. BONDS:

- A. Bonds shall be required as provided in these Bid Documents All Bonds shall be issued and executed by Surety Companies licensed to do business in the State of New Jersey and acceptable to the Owner.
- B. Each bidder must deposit with his bid, a Bid Bond or Security in the form of a Bank Certified or Cashier's Check in the Name of the Camden Parking Authority, in an amount not less than ten percent (10%) of the Lump Sum Base Bid. Security shall be returned to unsuccessful Bidder's upon contract award and to the successful Bidder upon receipt of the Contractor's Performance Bond.

C. Prior to signing the contract the Owner will require the selected Contractor to secure and post a Performance Bond and a Payment Bond where Bidder intends to use a subcontractor, each in the amount of one hundred percent (100%) of the Contract Sum.

IV. EXAMINATION OF DRAWINGS, SPECIFICATIONS AND SITES AND PRE-BID MEETING.

A. Before submitting a bid, each bidder is invited to attend a pre-bid meeting for the purpose of reviewing the specifications and the site of Work in depth. In addition, each bidder is fully responsible for carefully examining the drawings, specifications and all other contract documents. Each Bidder shall fully inform himself prior to bidding as to all existing conditions and limitations under which the Work as set forth is to be accomplished. The submission of a bid shall be construed as conclusive evidence that the Bidder has made such examination.

V. WITHDRAWAL OF BIDS

- A. Any Bidder may withdraw his bid, either personally of by written request at any time prior to the scheduled time for opening of bids.
- B. No Bidder may withdraw his bid for a period of sixty (60) days after the date set for the opening of thereof, and all bids shall be subject to exceptions by the Owner during this period.

VI. AWARD OR REJECTION OF BIDS

A. The contract, if awarded, will be awarded to the lowest responsive and responsible Bidder, subject to the Owner's right to reject any and all bids and to waive any informality in the bids or bidding.

VII. EXECUTION OF AGREEMENT

- A. The form of Agreement, which the successful Bidder, as Contractor, will be required to execute is included in the Contract Documents and must be carefully examined by each Bidder.
- B. The Bidder to whom the Contract is awarded by the Owner shall, within seven (7) days after notice of award and receipt of Agreement forms from the Owner, sign and deliver to the Owner all required copies of the Agreement.
- C. At or prior to delivery of the signed Agreement, the Contractor shall deliver to the Owner the Performance Bond and Payment Bond(if a subcontractor is used by Contractor) as well as the insurance certificates as required by the contract Documents. All bonds and certificates of insurance shall be approved by the Owner before the successful Bidder may proceed with the work.
- D. Failure or refusal to furnish bonds or insurance certificates in the form satisfactory to the Owner shall subject the Bidder to loss of time from the allowable construction period equal to the time of delay in furnishing the required material.

VIII. INTERPRETATION OF CONTRACT DOCUMENTS PRIOR TO BIDDING:

- A. If any person contemplating submitting a Bid for the work is in doubt as to the true meaning of any part of the Contract Documents, may submit to the Pennoni Associates Inc., 2 Aquarium Drive, Suite 320, Camden, NJ 08103 (Fax: (856) 668-8610), Attention: Mr. Joseph Raday a written request for any interpretation or correction thereof not later than June 22, 2018 at 12:00 PM.
- B. Address all communications and questions regarding Non-Technical Bid Compliance to the Executive Director of the Camden Parking Authority via fax at 856-964-9317 or whunter@camdenparking.net

- C. Address all communications and questions regarding Technical Specifications to Joseph J. Raday, PE, at jraday@pennoni.com
- D. The person submitting the request will be responsible for its prompt delivery.
- E. Any interpretation or correction of the Contract Documents will be made only by Addendum and will be emailed or fax delivered to each Bidder on record by
 - **June 26, 2018 by 5:00 PM**. Addendums will be posted to the PACC website. The Owner will not be responsible for any other explanations or interpretations of the contract Documents.

IX. NON-COLLUSION AFFIDAVIT:

- A. Each Bidder submitting a Bid for the work contemplated within the Contract Documents shall attach to his bid an executed copy of the Non-Collusion Affidavit (sample attached hereinafter), which in effect states that he has not entered into a collusive agreement with any person, firm, or corporation in regard to any bid submitted.
- B. Before executing any subcontract (if required), the Contractor shall submit the name of the proposed subcontractor for prior approval by the Executive Director.

X. STATEMENT OF BIDDER'S QUALIFICATIONS:

- A. Each Bidder shall submit to the Owner along with his Bid Proposal a statement of his qualifications. (Bid Qualification Form is attached hereinafter).
- B. All pertinent data requested must be filled in since the Bidder's qualifications will be a factor in awarding the Contract.
- C. The Camden Parking Authority may make such investigation as it deems necessary to determine the ability of the Bidder to perform the work and verify all information called for in the Bidder Disclosure Statement (See Sections 9 & 10). The Camden Parking Authority reserves the right to reject any bid if evidence is revealed during an investigation of Bidder which indicates the bidder is not properly qualified to carry out the obligations of the contract and to complete the work or furnish the materials and supplies herein contemplated within the specified time.

XI. COMPLETION TIME:

- A. The time required for completing the work will be a factor in the awarding of the contract. The successful bidder shall be required to start the work within seven (7) days of receiving "Notice to Proceed" and to diligently pursue completion within sixty (60) days.
- B. The bidder recognizes that work may need to be completed after normal business hours and on weekends. Schedule and price should reflect this.
- C. Failure of the Contractor to have the work completed as stipulated would cause the Owner to suffer a loss that is difficult and expensive to accurately compute. In order to avoid such expense and difficulty, the Contractor shall pay to the Owner Two Hundred & Fifty Dollars (\$250) per day for each and every day, including weekends and holidays, after the determined day for completion, during or upon which said day the said work remains incomplete and unfurnished, not as a penalty, but as liquidated actual losses which the Owner shall suffer. Any sum which may be due Owner for such losses shall be deducted and retained by the Owner from any balance which may be due the Contractor when the said work shall have been finished. The accepted Bidder will be required to provide a sufficient labor force to assure a satisfactory progress for the Work of this Contract. Time is of the essence. All work shall be fully completed within sixty (60) days of receipt of "Notice to Proceed".

XII. LUMP SUM PRICE:

A. The obligations of the Owner under the Contract shall be based upon a firm lump sum price. The contractor shall assume all increases in labor rates and/or site costs in order to determine progress payments.

XIII. PROGRESS PAYMENTS

- A. Payment shall be made upon execution of payment requisition form and certificate of payment by Contractor and approval of the CCPA Board of Commissioners.
- B. All certificates shall be reviewed by Owner's Engineering Firm and submitted to Owner upon approval by said Engineer.
- C. All payments shall be calculated at less five percent of the work completed during invoice period. This retained amount shall be held until the final payment.

IX. TIME AND MANNER

A. All work shall be performed strictly in accordance with the provisions as set forth hereinafter (refer to Specific Conditions).

X. NOT TO SUBLET OR ASSIGN

A. The Contractor shall constantly give its personal attention to the faithful execution of the Work, shall keep the same under its personal control, shall not assign the Contract or sublet the Work or any part thereof without the previous written consent of the Owner, and shall not assign any of the monies payable under the Contract, or his claim thereto, unless by and with like written consent of the Owner, and the Surety on the Contract Bonds. Any assignments or subletting in violation thereof shall be void and unenforceable.

XI. COMPLIANCE WITH ALL FEDERAL & STATE STATUTES:

A. The Bidders shall be required to comply with all laws, provisions, and requirements of all Federal and State Statutes and Municipal Ordinances applicable, and the bidders' particular attention is called to the following Revised Statutes of New Jersey: N.J.S.A. 52:33-1 to 52:33-4 (Preference for Domestic Products), R.S. 34:9-1 (Employment of Aliens Forbidden): R.S. 34:0-2 (resident Citizens to be preferred in employment) and the Sections dealing with Worker's Compensation, Child Labor and Fair Employment Practices.

XII. PUBLIC WORKS CONTRACTOR REGISTRATION ACT

A. The Public Works Contractor Registration Act, NJSA 34:11-56.48 et. seq., took effect on April 11, 2000. This act covers all public buildings open to and used by the general public or a public institution as well as all prevailing wage work. The act requires all prospective contractors, subcontractors, and sub-subcontractors to register with the Department of Labor. Prior to the Award of a Contract a NJ Business Certificate must be submitted to Owner by the successful bidder.

XIII. AFFIDAVIT OF FOREIGN CORPORATIONS:

A. Each bidder who is not chartered under the laws of the State of New Jersey, must submit with his bid an affidavit duly executed by the President, Vice President, or General Manager of the Corporation, stating in said affidavit that said corporation has, in accordance with the laws of the State of New Jersey, obtained a certificate authorizing it to do business in the State of New Jersey. Each bidder must also, in his proposal state the name and address of the local representative, agent or proposal state the name and address of the local representative, agent or counsel representing said Corporation, upon whom service of process can be made.

XIV. QUALITY OF EQUIPMENT:

A. The Bidder warrants to the Camden Parking Authority that all materials and supplies to be furnished to the City shall be as specified, of merchantable quality, free from faults and defect, and for any particular purpose or use which may be set forth in specifications. Any and all work performed by successful bidder shall be done in a professional and quality manner.

XV. **CONTRACTOR'S INSURANCE:**

- Required Insurance. The CONTRACTOR shall purchase and maintain the Required Insurance A. specified in this Article to provide protection from claims for bodily injury, including death, and property damage which may arise out of or result from CONTRACTOR's performance of the Work and CONTRACTOR's other obligations under the Contract Documents, whether by **CONTRACTOR**, by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:
 - (i) Workers' Compensation Insurance in accordance with Applicable Law, and Employers' Liability Insurance in accordance with Applicable Law and with a limit of liability of no less than \$1,000,000.00 per project for each accident.
 - Commercial General Liability Insurance on an occurrence basis, covering bodily injury (ii) and property damage in the amount of \$1,000,000.00 per project for each occurrence, including (a) contractor's protective liability coverage, (b) contractual liability covering the indemnification obligations of **CONTRACTOR** pursuant to the Contract Documents, (c) personal injury liability coverage and broad form property damage, (d) false arrest coverage, and (e) completed operations coverage.
 - (iii) Comprehensive Automobile Liability Insurance on an occurrence basis, covering all owned, non-owned and hired automobiles and other vehicles used by CONTRACTOR with a combined single limit of \$1,000,000.00 per project for each occurrence.
 - Excess liability insurance with a combined bodily injury and property damage limit of at (iv) least \$3,000,000.00 per project, excess of primary CGL Automobile and Employer's Liability.
 - If applicable, the CONTRACTOR shall also be insured in the minimum limits required (v) by the Motor Carrier Act of 1980.
 - The **CONTRACTOR**'s insurance policy will name the Parking Authority of the City of Camden as additional insured.

XVI. **SPECIFICATIONS:**

A. The specifications are attached hereto. If Bidder's proposal deviates from the specifications attached hereto the bid will be considered provided that the quality of the goods or services is equivalent to the specified goods or services and is deemed suitable to the needs of the Owner. All such deviations must be clearly listed as: "EXCEPTION TO SPECIFICATIONS".

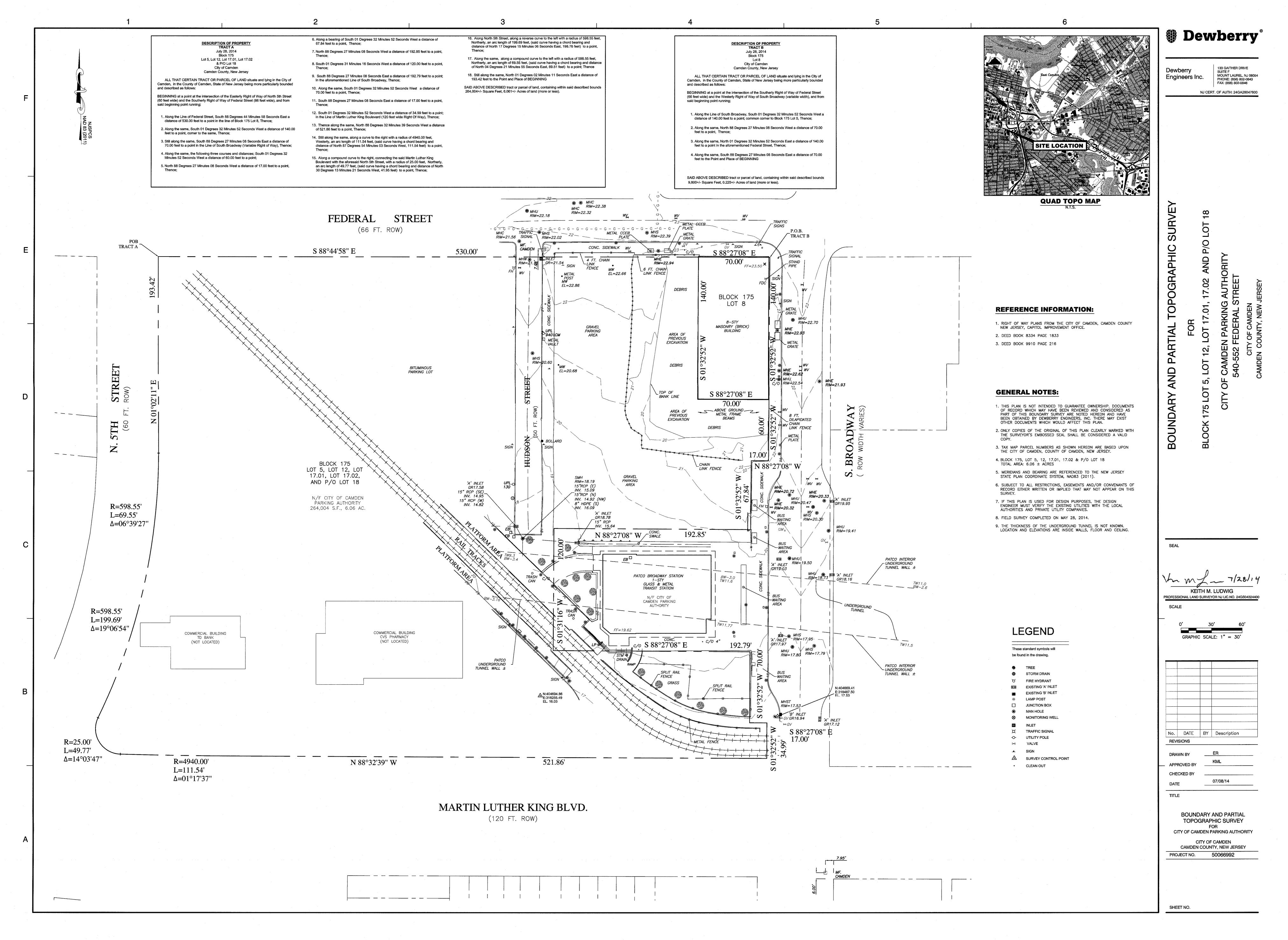
SEALED BID CHECK LIST DOCUMENTS MUST BE SUBMITTED TO OWNER WITH SEALED BID

Each Bidder is required to complete this check list of all mandatory items that are required to be submitted for this bid. Bidder must acknowledge reading required documents.

Must Submit With Bid Bidder Must Initial Each Item Below:
Bid Cover Letter
Bid Sheet
Bid Bond/Security 10 % of Lump Sum Base Bid
Bidder's Qualification Statement
Ownership Disclosure (Corp./Partner/Ind/LLC)
Acknowledgment (Corp./Partner/Ind/LLC)
Non-Collusion Affidavit (Contractor)
Consent of Surety
Must Be Submitted Before Contract Award:
Evidence of Affirmative Action Plan
Or Certificate (Contractor/Subcontractor)
Public Works Contractor Registration
Certification
Business Registration Certificate
Reviewed
Mandatory Affirmative Action Language
Federal American's With Disabilities Language
Dated: January 2018
COMPANY NAME:
AUTHORIZED SIGNATURE:

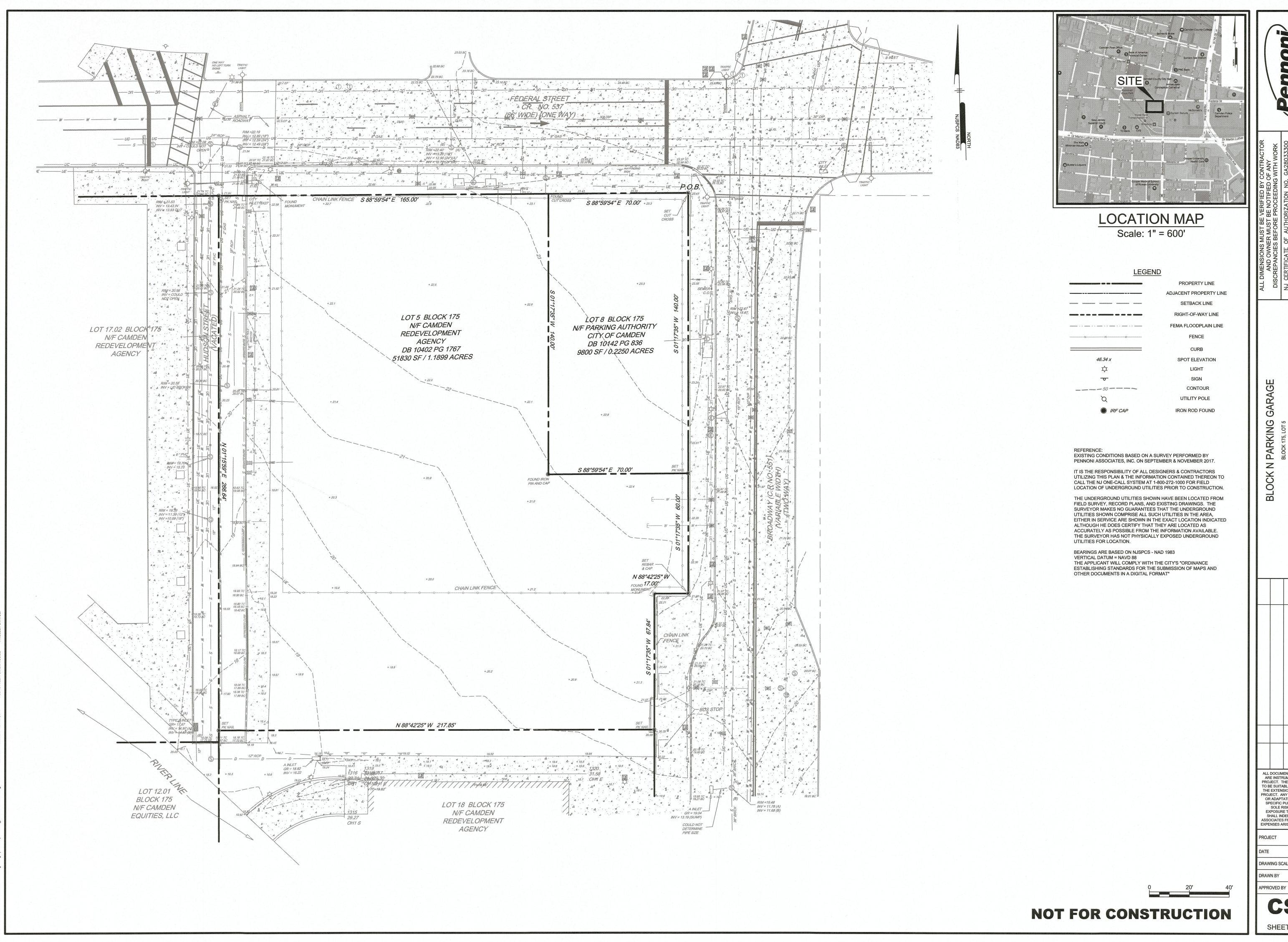
APPENDIX B

Underground Survey



APPENDIX C

Existing Conditions Plan



ARE INSTRUMENTS OF SERVICE IN RESPECT OF THE PROJECT. THEY ARE NOT INTENDED OR REPRESENTED TO BE SUITABLE FOR REUSE BY OWNER OR OTHERS ON THE EXTENSIONS OF THE PROJECT OR ON ANY OTHER PROJECT. ANY REUSE WITHOUT WRITTEN VERIFICATIO OR ADAPTATION BY PENNONI ASSOCIATES FOR THE SPECIFIC PURPOSE INTENDED WILL BE AT OWNERS SOLE RISK AND WITHOUT LIABILITY OR LEGAL EXPOSURE TO PENNONI ASSOCIATES; AND OWNER SHALL INDEMNIFY AND HOLD HARMLESS PENNONI ASSOCIATES FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES ARISING OUT OF OR RESULTING THEREFROM.

THAIX17002 11/22/17 DRAWING SCALE 1"=20' CSC

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SHEET 3 OF 15