

Addendum #3 to SJPC-22-49 (BMT Rail Rehabilitation): August 23, 2022

Revisions to the bid document

- R1. Please note that the Bid Opening has been rescheduled for the following date and time:
Tuesday, September 13, 2022 at 11:00am at 2 Aquarium Dr., Suite 100, Camden, NJ 08103.

The deadline for questions has also been extended to Friday, August 26, 2022 at 5pm.

- R2. Please be advised that Section 15 (“Small Business Set-Aside”), located in pages C-3 & C-4 was included in error and has now been omitted from the Construction Agreement. Attached is a revised Construction Agreement.

Answers to Potential Bidders’ Questions

- Q1. Spec Page 18 of 379 states that the contractor to acquire permits – What permits specifically?

A1. Any construction permits that are needed with the City of Camden.

- Q2. The track running east west from Front St to the turnout (In line with Pine St.) is to be replaced over three phases. Due to it’s being placed on a new alignment, it will be out of Out of Service for Phases 1, 2, & 3. Is that correct?

A2. This is correct

- Q3. Spec Sec. 334200.2.1.A.1 - How are we to price the Drainage Pipe Material not knowing the existing diameter?

A3. Existing pipe diameters are shown on the ‘Existing Condition’ Sheets C-101 to C-106. Also find the attached “Balzano Underground Utility” drawings dated 12/6/96 that show existing utility call outs.

- Q4. Spec Sec. 330120.3.3.A - How are we to price the CLSM Material for abandoned pipes not knowing the existing diameter?

A4. See response to Q3 above. If size information is unclear assume a 18” pipe.

- Q5. Spec Sec. 330120.3.3.A - How are we to know which pipe is 16” or greater in diameter for abandoned pipes not knowing the existing diameter?

- A5. All abandoned pipes shall be filled with CLSM.
- Q6. Spec section 330120.3.1.A speaks of removing existing pipe that is 3 feet below grade. Is that the invert or the top of pipe. Please clarify.
- A6. This dimension is to the top of the pipe.
- Q7. Is existing CIP also to be filled with CLSM if abandoned?
- A7. Yes, fill all pipes with CLSM if abandoned.
- Q8. Sheet CP-1 shows a segment of track east of Front St. highlighted in green crosshatch for Phase 1. What work is scheduled for that section of track?
- A8. There is no work going on there, no hatching should be shown.
- Q9. We anticipate removing the track and asphalt for the complete length of the allotted phase. Is that correct?
- A9. Limits of track removal are to include all that portion of all existing track in conflict with limits of proposed new alignment and profiles of new track construction, and in all areas within which new pavement is indicated on the drawings and as necessary to facilitate, or by remaining the presence of which, would act as an impediment to the efficient runoff of stormwater from the Marine Terminal site.
- Q10. The Advertisement for Bids indicates that we are to submit three (3) original sealed copies of the bid, indicating three original copies with three sets of original signatures and seals. While the Information for Bidders, Submission of Bids section indicates three (3) hard copies are to be submitted, indicating one original and 2 copies of the bid documents will be accepted. Please clarify the bid submission requirements.
- A10. One (1) original and two (2) copies of the bid is acceptable.
- Q11. Is an engineer's estimate available?
- A11. An engineer's estimate is not available.
- Q12. We would like to schedule another site visit please.
- A12. There will not be any additional site visits for this project.

Q13. Please confirm that there are no SBE/MBE/DBE goals for this project.

A13. Please see R2 regarding the Construction Agreement revision. There will be no SBE/MBE/DBE goals for this project.

CONSTRUCTION AGREEMENT

THIS AGREEMENT made this ____ day of ____, 2022, by and between the **SOUTH JERSEY PORT CORPORATION**, having its principal offices located at Two Aquarium Drive, Camden, New Jersey, hereinafter referred to as “Owner,” and _____, having its principal offices located at _____, hereinafter referred to as “Contractor.”

WITNESSETH:

The South Jersey Port Corporation (SJPC) is an agency of the State of New Jersey with a mission to develop, maintain and operate marine terminals and related intermodal transportation infrastructure within the South Jersey Port District. The SJPC was established and created pursuant to the “South Jersey Port Corporation Act” (the Act), N.J.S.A. 12:11A-1 et seq.; and

1. That for and in consideration of the sum of \$ _____ **DOLLARS**, Contractor agrees to construct the ____ **Project Name** ____ in accordance with the Contract Documents hereinafter set forth.

2. That for and in consideration of the amount payable under this Agreement by the Owner, the Contractor agrees, at its own proper cost and expense, and with due skill and diligence, that it will perform the aforesaid in accordance with the Contract Documents and in compliance with this Agreement.

3. Contractor agrees to receive as full compensation the amount stated above herein. Contractor shall be responsible for all loss or damage arising out of the furnishing of the aforesaid or from any action of the elements; or from any unforeseen obstruction or difficulties which may be encountered of every description connected with the furnishing of the aforesaid until the same have been accepted by the Owner.

4. To prevent all disputes and litigation, it is agreed by and between the parties to this Agreement that the Owner shall in all cases determine the services rendered and paid for under this Agreement, and as to the interpretation of the plans and specifications.

5. The Contract Documents shall consist of (1) Notice to Bidders; (2) Bid Specifications; (3) Contractor's Proposal (as accepted); (4) Contract Agreement; (5) All Addenda. (6) Any other written instructions or interpretations given by the Owner, or its representative.

6. The Contractor shall furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the Project described in the Contract Documents.

7. The Contractor shall commence the work required by the Contract Documents within seven (7) calendar days after the date of the notice to proceed. The Contractor shall complete all work required by the Contract Documents within ___ **calendar days** from and including the date of the written notice to proceed unless the period of completion is extended otherwise pursuant to the Contract Documents.

8. The Owner will pay to the Contractor, in the manner and at such times as set forth in the Contract Documents, such amounts as required by the Contract Documents. The Contractor specifically agrees to the provision for liquidated damages contained in the Contract Documents.

9. Notwithstanding the fact that a dispute, controversy, or question shall have arisen between the Contractor and the Owner under this Contract, Contractor agrees that it will not directly or indirectly stop or delay the Work, or any part thereof, or stop or delay the delivery of any material required to be furnished to the Project site pending the termination of such dispute, controversy or question. This provision does not excuse the Owner from its obligation to pay the

Contractor that portion of an application for payment that is not in dispute nor is it intended hereby that the Contractor is prohibited from stopping or delaying work in the event the Owner does not pay such undisputed amount in accordance with the terms and conditions hereof.

10. Where reference is made in this Contract to a provision of any of the Contract Documents, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

11. The Contract may be terminated by the Owner or Contractor as provided in the Contract Documents; the work may be suspended by the Owner as provided in the Contract Documents. Contract may be terminated by the Owner for failure to provide services in accordance with the contract. The Owner may also terminate the contract for any other matter as authorized by law.

12. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral.

13. To the extent not superseded by federal law, the contract shall be governed by New Jersey law.

14. The parties to this agreement agree to incorporate into this agreement the mandatory language of subsection 3.6(a) of the Affirmative Action Regulations promulgated by the Treasurer pursuant to P.L.1975, c.127, as amended and supplemented from time to time, and the contractor or subcontractor agrees to comply fully with the terms, provisions and obligations of said subsection.

15. Intentionally Omitted.

16. The Contractor shall execute the Mandatory Equal Employment Opportunity Language, "Exhibit B", bid requirement Q3, attached hereto, which shall be incorporated herein by reference.

17. Attached hereto and incorporated herein is(are) the Department of Labor and Workforce Development prevailing wage determination(s) for the locality and craft(s) that will be employed in the performance of work under this contract. It is hereby stipulated that each individual who performs work under this contract shall be paid not less than the prevailing wage rate to which that worker is entitled under the New Jersey Prevailing Wage Act, as reflected in the appropriate Department of Labor and Workforce Development prevailing wage determination.

18. In the event it is found that any worker employed by the contractor or any subcontractor covered by this contract has been paid a rate of wages less than the prevailing wage rate required to be paid by this contract, the public body, the lessee to whom the public body is leasing a property or premises or the lessor from whom the public body is leasing or will be leasing a property or premises may terminate the contractor's or subcontractor's right to proceed with the work, or such part of the work as to which there has been a failure to pay required wages, and to prosecute the work to completion or otherwise. The contractor and his sureties shall be liable to the public body, any lessee to whom the public body is leasing a property or premises, or to any lessor from whom the public body is leasing or will be leasing a property or premises for any excess costs occasioned by the termination of the contractor's or subcontractor's right to proceed with the work, or such part of the work as to which there has been a failure to pay required wages.

19. The undersigned does hereby warrant and represent that this Agreement has not been solicited or secured, directly or indirectly, in a manner contrary to the laws of the State of New Jersey, and that said laws have not been violated and shall not be violated as they relate to

the procurement or the performance of this Agreement by any conduct, including the paying or giving of any fee, commission, compensation, gift, gratuity or consideration of any kind, directly or indirectly, to any Owner employee, officer or official.

20. The address given below shall be the address of the representative of the parties to which all notices and reports required by this Agreement shall be sent by mail.

As to the Owner:

Mr. Andrew Saporito, Executive Director
SOUTH JERSEY PORT CORPORATION
Two Aquarium Drive
Camden, NJ 08103

As to the Contractor:

(insert address)

21. If it becomes necessary for the Contractor either as principal or by agent or employee to enter upon the premises or property of the Owner in order to construct, erect, inspect, make delivery or remove property hereunder, the Contractor hereby covenants and agrees to take, use, provide and make all proper, necessary and sufficient precautions, safeguards and protections against the occurrence of happenings or any accidents, injuries damages or hurt to any person or property during the progress of the work herein covered. Contractor shall hold the Owner, its Chairman, commissioners, members, officers and employees harmless from and against all claims, suits, and judgments of every kind and description arising from any damage to or loss of property of the Owner, Contractor, or their respective agents, servants or employees, or any other person, or injury to or death of persons, including agents, servants, or employees of Owner or Contractor, or any other person, arising directly or indirectly from the services provided by this Agreement, except that which is due solely to the fault or negligence of Owner, its agents, servants or

employees. The Contractor will carry insurance and will indemnify the Owner, its Chairman, commissioners, members, officers and employees from and against any such claim for loss, damage or injury to property or person arising out of the services covered by this Agreement and the use, misuse or failure of any equipment used by the Contractor or his employees or agents, and shall provide certification of such insurance to the Owner.

22. The Contractor shall submit a properly completed Affirmative Action Form AA-201 (Initial Project Workforce Report – Construction) prior to execution of this agreement. The Contractor agrees thereafter to submit once a month, prior to the receipt of any monthly payment, Affirmative Action Form AA-202 (Monthly Project Workforce Report).

23. Business Registration Certificate, bid requirement Q8. The Contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the Contractor. The requirement of proof of business registration extends down through all levels (tiers) of the project.

Before final payment on the contract is made by the Owner, the Contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the Contractor and each of its affiliates, and a subcontractor and each of its affiliates, [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to Section 1 of P.L. 2001, c. 134 (C.52:32-44 *et al.*) or subsection e. or f. of

Section 92 P.L. 1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

24. This Agreement, together with the contract documents, forms the contract and they are as fully a part of this Agreement as if hereto attached or herein repeated.

25. The Owner and the Contractor for themselves, their heirs, executors, administrators, successors, or assigns, hereby agree to the full performance of the covenants herein contained.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first written above.

WITNESS & ATTEST:

**SOUTH JERSEY TRANSPORTATION
OWNER**

VICTORIA D'AMICO
Board Secretary

By

ANREW SAPORITO
Executive Director

(Seal)

WITNESS & ATTEST:

[CONTRACTOR]

Secretary

By

President or Owner

(Seal)