



REQUEST FOR QUOTATIONS

EXCAVATION OF REGULATED SOILS AND PLACEMENT OF SUITABLE BACKFILL MATERIAL AT THE BALZANO AND MARINE TERMINAL CAMDEN, NEW JERSEY

**SOUTH JERSEY PORT CORPORATION
2 Aquarium Drive, Suite 100
Camden, NJ 08103**

Deadline: February 16, 2023 at 3:00pm

Scope of Work

The work includes all materials, labor, supervision, and equipment to excavate, stockpile, then load onto tri-axle trucking services provided by others approximately 75 cubic yards of regulated soil material from 551 South Second Street site at the Balzano Marine Terminal in Camden, NJ. Refer to Attachment A for a site location plan. The SJPC has undertaken soil sampling and testing of the material. The testing results and the chain of custody documentation is attached under separate cover.

This Remedial Excavation Scope of Work (SOW) was prepared to request pricing and construction schedules to perform the remedial excavation/backfilling activities (remediation) described below. The subject property (Site) currently contains a gravel covered lot enclosed by security fencing. Refer to Attachment A. The remediation includes excavating mildly petroleum-impacted soils to pre-determined dimensions of approximately 20 feet in length, 10 feet in width and 10 feet in depth (approximately 75 cubic yards). In addition, the remediation includes providing and backfilling the excavation with New Jersey Department of Environmental Protection (NJDEP) Certified Clean backfill materials. The Engineer will provide an on-Site coordinator to direct and document the proposed excavation, loading and backfilling activities. The specific activities for these tasks are described in the following sections:

Remediation Activities

1. Remove and stockpile the top approximately 1-foot of crushed stone surface material from the excavation site to a location designated by the Engineer nearby.
2. Provide sufficient labor, operator and mobilization of construction equipment and materials necessary to perform the remediation.
 - a. Perform NJ One Call Utility to obtain utility mark outs.
3. Perform remedial activities including:
 - a. Use of excavator of sufficient size to excavate the remedial area footprint from existing grade to proposed terminal depths of 10 feet below grade surface (bgs);
 - b. Soil materials are expected to consist primarily of fine to coarse sandy soil materials, with groundwater expected to be encountered at approximately 6-6.5 feet bgs; and
 - c. Temporarily stockpile excavated materials on plastic sheeting prior to loading onto approximately 3 tri-axle transport trucks (provided by others)

for the off-site transport and disposal of identified petroleum-impacted soil materials.

4. Remedial excavation backfilling including:
 - a. Providing sufficient volume of New Jersey Department of Environmental Protection Certified Clean backfill materials to backfill excavation to original grade;
 - b. The Certified Clean backfill materials must have texturally similar characteristics as the existing soil, with equal or greater permeability;
 - c. Proposed source and material must be identified for pre-approval by Engineer prior to mobilizing;
 - d. Placement and mechanical compaction with excavator bucket in approximate 1-foot lifts of the imported certified clean backfill material to backfill excavation to original grade;
 - e. Relocate the stockpiled crushed stone surface material back to the soil remediation area.

5. Site demobilization of all equipment and materials.

Location

Balzano Marine Terminal - 101 Joseph A. Balzano Boulevard, Camden, New Jersey
<http://southjerseyport.com/facilities/balzano-marine-terminal/>

Security

The Balzano Marine Terminals are secure facilities. All workers are required to have a federally issued Transportation Worker Identity Card (TWIC) to visit the sites.

Contact Information

Please submit your quotation to Patrick Boyle, Purchasing Manager via e-mail at pboyle@southjerseyport.com by February 16, 2023 at 3:00pm.

Prevailing Wage

Contractor/vendor will pay the prevailing wage rate, to the extent required by law. Please complete the attached Prevailing Wage Act Compliance Declaration with your quotation.

Insurance Requirements

- a) All insurance shall be procured from insurers permitted to do business in the State in which the project is taking place and having an A.M. Best Rating of at least "A-, Class VIII."

- b) Contractor shall not have a Deductible/Self-Insured Retention (SIR) on any policy greater than \$50,000, which is the responsibility of the Contractor. If Contractor's policy(ies) has a Deductible/Self-Insured Retention exceeding this amount, approval must be received from SJPC prior to starting work. In the event any policy includes an SIR, the Contractor is solely responsible for payment within the SIR of their policy(ies) and the Additional Insured and Waiver of Rights of Subrogation requirements specified herein shall be provided within the SIR amount(s).
- c) All insurance required herein, with the exception of the Professional Liability Insurance, shall be written on an "occurrence" basis and not a "claims-made" basis. For Professional Liability "claims-made" coverage must include:
 - i. The retroactive date must be on or prior to the start of work under this contract; and
 - ii. The Contractor must purchase "tail coverage/an extended reporting period" or maintain coverage for a period of three (3) years, subsequent to the completion of their work / final payment.
- d) The Contractor's insurance carrier (s) shall agree to provide at least thirty (30) days prior written notice to SJPC in the event coverage is canceled or non-renewed. In the event of cancellation or non-renewal of coverage(s), it is the Contractor's responsibility to replace coverage to comply with the Contract requirements so there is no lapse of coverage for any time period.

In the event the insurance carriers will not issue or endorse their policy(s) to comply with the above it is the responsibility of the Contractor to report any notice of cancellation or non-renewal at least thirty (30) days prior to the effective date of this notice.

- e) Contractor shall provide SJPC with Certificates of Insurance, evidencing the insurance coverages listed below, at least ten (10) days prior to the start of work and thereafter upon renewal or replacement of each coverage. The Contractor shall not begin any work until SJPC has reviewed and approved the Certificate of Insurance. The required insurance shall not contain any exclusions or endorsements, which are not acceptable to SJPC.

With respect to insurance maintained after final payment in compliance with a requirement below, an additional certificate(s) evidencing such coverage shall be provided to SJPC with final application for payment and thereafter upon renewal or replacement of such insurance until the expiration of the time period for which such insurance must be maintained.

Certificates of Insurance shall be provided to:

Patrick Boyle
Purchasing Manager
2 Aquarium Dr., Suite 100
Camden, NJ 08103
pboyle@southjerseyport.com

Failure of SJPC to demand such certificate or other evidence of full compliance with these insurance requirements or failure of SJPC to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

Upon SJPC's written request to broker (with a copy of such request to Contractor), Contractor hereby agrees and authorizes Contractor's insurance broker to provide directly to the SJPC a full and complete copy of all policies of insurance to which SJPC is named as an Additional Insured pursuant to this exhibit, including all endorsements, exclusions and addendums.

- f) Additional Insured: All liability policies (except Workers' Compensation and Professional Liability Policy, where applicable), shall include an endorsement naming the Indemnified Parties and following entities as Additional Insureds (collectively, the "**Additional Insureds**") as follows:

SJPC; and any other party whom SJPC is required by contract, permit, and/or agreement to name as Additional Insured are Additional Insureds on a primary and non-contributory basis for ongoing and completed operations. Each of the Additional Insured's respective directors, officers, partners, members, employees, agents and representatives shall also be afforded coverage as Additional Insured.

Additional Insured coverage for the Commercial General Liability and Umbrella / Excess Liability policies must be provided for both ongoing operations and completed operations (using ISO Endorsements CG 20 10 04 13 and CG 20 37 04 13, or their equivalents – in New York State CG 20 38 is required in lieu of CG 20 10) on a primary and non-contributory basis. Coverage should be provided for a period of three (3) years subsequent to the completion of work/final payment

SJPC reserves the right to require Contractor to name other parties as additional insureds as required by SJPC.

There shall be no "Insured versus Insured Exclusion" on any policies (other than "Named Insured versus Named Insured"); all policies will provide for "cross liability coverage" as per standard ISO policy forms.

- g) Waiver of Rights of Subrogation: Contractor shall waive all rights of recovery against Owner/Client, SJPC and all Additional Insureds. All policies maintained by the Contractor shall include an endorsement waiving rights of recovery in favor of the Additional Insureds described above, as permitted by state law.
- h) A copy of these requirements must be provided by the Contractor to Subcontractors of every tier. Contractor shall require all Subcontractors to provide insurance that is compliant

with the requirements of this exhibit at a minimum, as well as any additional coverage(s) the Contractor deems appropriate for its Subcontractors to maintain for the contracted work. Contractor is responsible for verifying its' Subcontractors compliance with these requirements.

- i) The amount of insurance provided in the required insurance coverages, shall not be construed to be a limitation of the liability on the part of the Contractor.
- j) The carrying of insurance described shall in no way be interpreted as relieving the Contractor of any responsibility or liability under the contract.
- k) Any type of insurance or any increase in limits of liability not described above which the Contractor requires for its own protection or on account of statute shall be its own expense. Any insurance coverages maintained by Contractor that exceed the minimum requirements in this Exhibit shall be applicable to the project.
- l) Contractor shall promptly notify SJPC and the appropriate insurance company (ies) in writing of any accident(s) as well as any claim, suit or process received by the Contractor arising in the course of operations under the contract. The Contractor shall forward such documents received to his insurance company (ies), as soon as practicable, or as required by their insurance policy(ies).

REQUIRED COVERAGES - the following may be provided through a combination of primary and excess policies in order to meet the minimum limits set forth below:

Workers' Compensation and Employer's Liability:

Provided in the State in which the work is to be performed and elsewhere as may be required and shall include:

- a) Workers' Compensation Coverage: Statutory Requirements
- b) Employers Liability Limits not less than:

Bodily Injury by Accident:	\$1,000,000 Each Accident
Bodily Injury by Disease:	\$1,000,000 Each Employee
Bodily Injury by Disease:	\$1,000,000 Policy Limit
- c) USL&H, Maritime Liability, FELA, and DBA Coverage, if applicable.
- d) Includes coverage for sole proprietors, partners, members, or officers who will be performing the work.
- e) Where applicable, if the Contractor is lending or leasing its employees to SJPC for the work under this contract (e.g. crane rental with operator) or Contractor leases employees through other payroll, employee management firm, PEO or other company, it is the Contractor's responsibility to provide the Workers Compensation and Employer's Liability coverage and to have their policy endorsed with the proper Alternate Employer Endorsement in favor of SJPC.

Commercial General Liability:

Provided on ISO form [CG 00 01 04 13](#) or an equivalent form including Premises - Operations, Independent Contractors, Products/Completed Operations, Broad Form Property Damage, Contractual Liability, and Personal Injury and Advertising Injury.

- a) Occurrence Form with the following minimum limits:
 - (1) General Aggregate: \$2,000,000
 - (2) Products/Completed Operations Aggregate: \$2,000,000
 - (3) Each Occurrence: \$1,000,000
 - (4) Personal and Advertising Injury: \$1,000,000
- b) Products/Completed Operations Coverage must be maintained for a period of at least three (3) years after final payment / completion of work (including coverage for the Additional Insureds as set forth in these Insurance Requirements).
- c) The General Aggregate Limit must apply on a **Per Project basis**.
- d) No exclusions or limitations to or for the actual work being performed by or on behalf of the Contractor.
- e) No exclusions for residential construction with respect to the work to be completed by or on behalf of the Contractor.
- f) No exclusions or limitations pertaining to the location where the work is being performed.
- g) Amended definition at Occurrence (coverage for work done on your behalf by a Subcontractor).
- h) No sexual abuse or molestation exclusion.
- i) No assault and battery exclusion.
- j) No amendment to the definition of an "Insured Contract."
- k) No exclusions or limitations related to Exterior work or the Height of the work.
- l) No Third Party Action Over, New York Labor Law, or Gravity related exclusions or limitations.
- m) No exclusion for Bodily Injury to an insured's employee.
- n) No Subcontractor Warranty endorsements.
- o) The definition of an "Insured Contract" must be amended to provide coverage for all work on or within 50 feet of a railroad (CG 24 17 10 01), if applicable. A stand-alone Railroad Protective Liability policy may be required based on the scope of this project.
- p) If this Contract relates to snow removal, a snowplowing operations coverage endorsement (CG 22 92) shall be included to provide completed operations coverage.

Automobile Liability:

- a) Coverage to include All Owned, Hired and Non-Owned Vehicles (or “Any Auto”), if you do not have any Owned Vehicles, you are still required to maintain coverage for Hired and Non-Owned Vehicles as either a stand-alone policy or endorsed onto the Commercial General Liability policy above
- b) Minimum Per Accident Combined Single Limit \$1,000,000
- c) For Contractor(s) involved in the transportation of hazardous material, include the following endorsements: MCS-90 and ISO-9948.

Pollution Liability Insurance:

(REQUIRED FOR GENERAL CONTRACTORS, CONSTRUCTION MANAGERS. AND ENVIRONMENTAL CONTRACTORS. REQUIRED FOR SUBCONTRACTORS IF DESIGNATED BY THE SUBCONTRACTOR'S SCOPE OF WORK)

- a) Covering losses caused by pollution incidents that arise from the operations of the Contractor and /or their subcontractors of any tier.
- b) Minimum Limits of Liability:
Occurrence Limit: \$1,000,000
Aggregate Limit: \$1,000,000
- c) Insurance to be maintained for the duration of the work and for a period of three (3) years after completion of work / final payment.
- d) No Exclusions for Silica, Asbestos, Lead, Polyfluoroalkyl Substances (PFAS).
- e) Include Mold Coverage for full policy limit of liability.
- f) Shall include coverage for all pollutants as defined under the Resource Conservation and Recovery Act, as amended, 42 U.S.C. Section 6901 et. Seq. (“RCRA”) or any related state or city environmental statute or the removal of any petroleum contaminated material at the project.
- g) All owned and / or 3rd Party disposal facilities must be licensed and maintain pollution liability insurance of not less than \$2,000,000, if applicable.

Owned, Leased, Rented or Borrowed Equipment:

Contractor shall maintain Property Coverage for:

- a) their owned, leased, rented, or borrowed equipment, tools, trailers, etc.; and
- b) include a Waiver of Subrogation in favor of all Additional Insureds.

Additional Requirements

- If awarded a contract, your company/form shall be required to comply with the requirements of N.J.S.A. 10:5-31, et seq, and N.J.A.C. 17:27-1.1, et seq.
- Prior to entry into a contract with your company/firm, the following may/shall be required to be provided, as applicable, to the South Jersey Port Corporation:
 1. W-9;
 2. New Jersey Business Registration Certificate;
 3. Chapter 51 compliance documentation; and,
 4. All other documents required by New Jersey statute or regulation from vendors contracting with a Public Agency.

Failure to provide any required documents, as requested, will preclude the entry by the South Jersey Port Corporation into a contract with your company/firm.

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CAMDEN, NEW JERSEY

BID FORM

ITEM	DESCRIPTION	Quantities	Unit	Unit Price	Total
1	Move & Stockpile Crushed Stone	1	EA		
2	Regulated Soil Excavation	75	CY		
3	Loading of Regulated Soil on Transporters Trucks	75	CY		
4	Suitable Backfill	75	CY		
5	Return Crushed Stone Surface	1	EA		

Basic Scope LUMP SUM Bid (Items 1 through 5) - \$ _____

In words: _____

Company Name

Signature

Date _____

Print name of person authorized to sign

Item Descriptions

Item 1 – Provide labor, supervision and equipment to relocate the crushed stone surface material from the planned excavation area. Location to be as directed by the Engineer.

Item 2 – Provide labor, supervision and equipment to excavate regulated soil and place in a stockpile location on plastic as directed by the Engineer. Proper covering of excavated material is to be provided.

Item 3 – After removed soil is sufficiently drained of excess water, load regulated soil into transport trucks provided by others.

Item 4 – Provide and place suitable pre-approved backfill material in 12” lifts.

Item 5 – Provide labor, supervision and equipment to relocate the stockpiled crushed stone surface material on the newly backfilled area.

ATTACHMENT A

BALZANO TERMINAL – LOCATION OF WORK

