



AGENDA

CITY OF CAMDEN

CITY COUNCIL SPECIAL MEETING

September 5th, 2023 – 4:00 p.m.

Honorable Angel Fuentes, Council President

Honorable Sheila Davis, Vice-President

Honorable Marilyn Torres

Honorable Shaneka Boucher

Honorable Chris Collins

Honorable Nohemi Soria-Perez

Honorable Jannette Ramos

Honorable Victor Carstarphen, Mayor

Daniel S. Blackburn, City Attorney

Howard McCoach, Counsel to Council

Luis Pastoriza, Municipal Clerk



CITY COUNCIL AGENDA
SPECIAL MEETING

SEPTEMBER 5TH, 2023 – 4:00 P.M.
CITY COUNCIL CHAMBER

CALL TO ORDER

FLAG SALUTE

ROLL CALL

STATEMENT OF COMPLIANCE

NOTICE OF MEETING

PUBLIC COMMENT

***Public comment for resolutions and/or any other concerns
(Limited to 3 continuous minutes)**

ORDINANCES – FIRST READING

Office of City Attorney

1. ORDINANCE AUTHORIZING A LEASE AGREEMENT BETWEEN THE COUNTY OF CAMDEN AND THE CITY OF CAMDEN
2. ORDINANCE AUTHORIZING A SUBLEASE AGREEMENT BETWEEN THE CITY OF CAMDEN AND SUBURBAN DISPOSAL, INC.
3. ORDINANCE AUTHORIZING A SUBLEASE AGREEMENT BETWEEN THE CITY OF CAMDEN AND SEASIDE WASTE SERVICES

ORDINANCES – SECOND READING & PUBLIC HEARING

Department of Administration

1. AN ORDINANCE AMENDING CHAPTER 840; WATER, PART 1; GENERAL PROVISIONS, ARTICLE 1; CONNECTIONS AND REPAIRS, TO ESTABLISH A NEW SECTION 840-11, "LEAD SERVICE LINES REPLACEMENT PROGRAM" OF THE REVISED CAMDEN CODE
2. AN ORDINANCE AMENDING TITLE VII "UTILITIES", CHAPTER 700, ARTICLE II "WATER SERVICE PROVISIONS AND RATES", SECTION 020 AND ARTICLES III "SEWER SERVICE PROVISIONS AND RATES" SECTION 150 OF THE REVISED GENERAL ORDINANCES

RESOLUTIONS

Planning & Development

1. RESOLUTION AUTHORIZING THE AWARD OF A CONSTRUCTION CONTRACT TO LEXA CONCRETE, LLC OF HAMMONTON, NJ IN CONNECTION WITH THE 2023 ROADWAY IMPROVEMENTS (CONTRACT I) PROJECT IN THE CITY OF CAMDEN
2. RESOLUTION AUTHORIZING THE AWARD OF A CONSTRUCTION CONTRACT TO SOUTH STATE INC., BRIDGTON, NEW JERSEY 08032 IN CONNECTION WITH THE 2023 ROADWAY IMPROVEMENTS (CONTRACT II) PROJECT IN THE CITY OF CAMDEN

Office of City Council

3. RESOLUTION RE-APPOINTING COUNCILMAN CHRISTOPHER COLLINS, COUNCILMAN FOR THE SECOND WARD, TO A ONE-YEAR TERM AS COMMISSIONER FOR THE CAMDEN REDEVELOPMENT AGENCY
4. RESOLUTION APPOINTING COUNCILWOMAN JANNETTE RAMOS TO THE PLANNING BOARD AS A CLASS III MEMBER, TO COMPLETE THE UNEXPIRED TERM OF FORMER COUNCILWOMAN FELISHA REYES, ENDING ON DECEMBER 31, 2023

ADJOURNMENT

Please note summary of Public Decorum rules below.

Rule XVII: Decorum

Any person who shall disturb the peace of the Council, make impertinent or slanderous remarks or conduct himself in a boisterous manner while addressing the Council shall be forthwith barred by the presiding officer from further audience before the Council, except that if the speaker shall submit to proper order under these rules, permission for him to continue may be granted by a majority vote of the Council.

City Council meetings shall be conducted in a courteous manner. Citizens and Council members will be allowed to state their positions in an atmosphere free of slander, threats of violence or the use of Council as a forum for politics. Sufficient warnings may be given by the Chair at any time during the remarks and, in the event that any individual shall violate the rules of decorum heretofore set forth, the Chairperson may then cut off comment or debate. At the discretion of the Chairperson, light signals may be used to display the commencement of the time for speaking and a warning light may be flashed to show that the appropriate time has passed. A red light will signal that there is no longer time.

ORDINANCES
1ST READING

DSB:yrh
09-05-23

0-1

**ORDINANCE AUTHORIZING A LEASE AGREEMENT BETWEEN THE
COUNTY OF CAMDEN AND THE CITY OF CAMDEN**

WHEREAS, the City of Camden (the "City") desires to lease, for nominal consideration, unimproved land owned by the County of Camden (the "County") described as Block 715, Lot 19 and known as 2600 Mt. Ephraim Avenue, Camden, New Jersey; and

WHEREAS, the City desires to enter into a lease agreement with the County for the purpose of gaining access to and right of use in order to enter into further sublease agreements Suburban Disposal, Inc. of Fairfield, New Jersey ("Suburban") and Seaside Waste Services ("Seaside"); and

WHEREAS, subleases with Suburban and Seaside are necessary to support the public purpose of solid waste disposal and recycling services in the City; and

WHEREAS, N.J.S.A.40A:12-14 (b) allows the public bodies such as counties and municipalities to enter leases with each other for nominal consideration; and N.J.S.A. 40A:12-15 allows for the lease of public lands for public purposes; and

WHEREAS, it is in the best interest of the City to enter into a lease agreement with the County for nominal consideration in order to support the public purpose of solid waste disposal and recycling services;

BE IT ORDAINED, by the City Council of the City of Camden that:

SECTION 1. The proper officers of the City of Camden are hereby authorized to enter into a lease agreement with the County of Camden for nominal consideration for use and access of 2600 Mt. Ephraim Avenue in substantially the same form as Exhibit A.

SECTION 2. The leased property will be used for the public purpose of supporting solid waste and recycling operations purposes within the City of Camden.

SECTION 3. The proper officers of the City of Camden are hereby authorized to execute all documents necessary for the lease.

SECTION 4. All ordinance or parts of ordinances inconsistent with the provisions of this ordinance are hereby repealed as to such inconsistency only.


SECTION 5. The City will defend, indemnify and hold harmless the County of Camden, its officers, agents and employees from any and all claims, suits, actions, damages or costs, of any nature whatsoever, whether for personal injury, property damage or other liability arising out of or in any way connected with the City's acts or omissions in connections with this agreement.

SECTION 6. This ordinance shall take effect twenty (20) days after final passage and publications as provided by law.

BE IT FURTHER ORDAINED, that pursuant to N.J.S.A. 52:27BBB-23 and N.J.S.A. 40:69A-41, a true copy of this Ordinance shall be forwarded to the Mayor, who shall have ten (10) days from the receipt thereof to approve or veto this Ordinance. Additionally, pursuant to N.J.S.A. 52:27BBB-23, a true copy of this Ordinance shall be forwarded to the State Commissioner of Community Affairs, who shall have ten (10) days from the receipt thereof to veto this Ordinance, and the action by the Commissioner regarding this Ordinance shall supersede any action by the Mayor on the same Ordinance. All notices of approval and/or veto shall be filed in the Office of the Municipal Clerk.

Date of Introduction: September 5, 2022

The above has been reviewed
and approved as to form.



DANIEL S. BLACKBURN
City Attorney

ANGEL FUENTES
President, City Council

VICTOR CARSTARPHEN
Mayor

ATTEST: _____
LUIS PASTORIZA
Municipal Clerk

EXHIBIT A

LEASE AGREEMENT

This Lease is made this ____ day of _____, 2023 by and between the **COUNTY OF CAMDEN** a body politic and corporate of the State of New Jersey, located at 520 Market Street, 6th Floor, Camden, New Jersey 08102, (the "**Landlord**") and **CITY OF CAMDEN** a municipal corporation located at 520 Market Street, 4th Floor, Camden, New Jersey 08102, (the "**Tenant**").

WITNESSETH

Landlord does hereby demise and let unto Tenant, the right to access and use of certain unimproved land located at 2600 Mt. Ephraim Avenue, City of Camden, as more particularly described herein.

Article 1. Term of Lease

1.1 This Lease shall be for a term of three (3) years commencing on or about September 1, 2023, and terminating on August 31, 2026, for the sum of \$1.00 per year.

Article 2. Use of Premises

2.1 Tenant shall have the right to access and use of Premises which are named and identified on the Tax Map of the City of Camden as follows: Block 715, Lot 19 and known as 2600 Mt. Ephraim Avenue, Camden, New Jersey.

2.2 Tenant will be responsible for maintaining the leased land during the term of the lease agreement.

2.3 Tenant shall comply with the provisions of N.J.S.A. 40A:11-1 et seq. (Local Public Contracts Law) and all applicable laws and regulations regarding any sublease of the Premises contemplated by the parties pursuant to the terms of this lease.

Article 3. Taxes and Utilities

3.1 Tenant covenants and agrees to pay any charges or assessments imposed upon the Premises by any governmental authority resulting from the use of the Premises during the term of the lease agreement. Tenant agrees to pay all costs relating to planning and/or zoning approvals and construction permitting in connection with the use of the Premises.

Article 4. Maintenance, Management and Operation

4.1 Tenant shall, at its own cost and expense, be responsible for the daily operation of the Premises.

4.2 Tenant shall, at its own cost and expense, properly monitor the Premises and keep the same in neat, clean, safe, and orderly condition. Landlord shall mow during the grass growing season, shall provide all trash removal, and as required shall provide snow removal services to the Premises. All lighting currently existing shall be maintained at Landlord's expense.

Article 5. Indemnity and Insurance

5.1 Tenant shall, at Tenant's own cost and expense, procure and maintain extended coverage insurance and comprehensive general liability insurance, insuring Landlord and Tenant against loss or liability caused by or connected with Tenant's use and occupancy of the Premises. Tenant shall, as appropriate, procure and maintain Workers' Compensation insurance.

5.2 All insurance coverage shall be in such amounts and with such carriers as are reasonably acceptable to Landlord. In no event, shall the liability policy provide for less than \$1,000,000.00 aggregate limits with \$1,000,000.00 per occurrence and 90% of replacement value for damage of property.

5.3 Tenant shall deliver to Landlord an original Certificate of Insurance naming Landlord as an additional insured with respect to the general liability insurance policy. The Certificate shall provide for thirty (30) days written notice to Landlord prior to cancellation. All insurance policies shall be always renewed from time to time by Tenant so that insurance protection shall continuously exist. Evidence of renewal shall be submitted to Landlord at least fifteen (15) days prior to the expiration date of each policy.

5.4 Tenant shall indemnify and hold harmless, Landlord and its officials, officers, employees and agents, from all claims, suits, actions, damages or costs, of any nature whatsoever, whether for personal injury, property damage or other liability, arising out of or in any way connected with Tenant's negligent acts or omissions in the use of the leased premises, procurement of all vendors selected to perform any services or construct any improvements on the leased premises.

Article 6. Termination

6.1 Landlord shall have the right to terminate this Lease if Tenant should default in the performance of any covenant, condition, or agreement in this Lease. Landlord, in

addition to all other rights and remedies Landlord may have, shall then have the right, upon thirty (30) days' notice to Tenant, to declare the Lease terminated and the term ended. Tenant shall thereupon vacate and surrender the Premises. Landlord shall also have the right to bring a proceeding to recover possession from Tenant holding over and/or re-enter the Premises either by force or otherwise or dispossess by summary proceeding or otherwise.

Article 7. Landlord's Right of Entry

7.1 Tenant covenants and agrees that Landlord or its agents shall have the right to enter the Premises, at any time for the purpose of maintaining the Premises, examining, or inspecting the Premises, or in case of emergency.

Article 8. Assignment and Subletting

8.1 Tenant may sublet the Premises to entities engaged in providing solid waste and recycling services for the City of Camden. Tenant shall provide notice to the Landlord in the event of a change of subtenant providing solid waste and recycling services to the City of Camden. Tenant shall not sublet the Premises or any part thereof for any other purpose, without prior written consent of Landlord. Any assignment or subletting without the prior written consent of Landlord shall be void and, at the option of the Landlord, shall terminate this Lease.

Article 9. Miscellaneous

9.1 All notices required or permitted by this Lease or by law to be served or given shall be in writing and shall be deemed duly served and given when personally delivered or when deposited in the United States mail, first-class postage prepaid addressed as follows:

If to Tenant:

Office of the City Attorney
4th Floor, Room 419, City Hall
P.O. Box 95120
Camden, NJ 08101-5120

If to Landlord:

The County of Camden
Office of County Counsel
520 Market Street
City Hall, 6th Floor

Camden, New Jersey 08102

9.2 This Lease and all matters relating to this Lease shall be governed and construed in accordance with the laws of the State of New Jersey.

9.3 Landlord shall not become or be deemed a partner or joint venture with Tenant.

9.4 This Lease shall be binding on and shall insure to the benefit of the Successors and assigns of the parties hereto. Nothing in this section shall be construed as consent by Landlord to an assignment of this Lease or any interest herein.

9.5 Should any provisions of this Lease be held by a court of competent jurisdiction to be either invalid, void or unenforceable, the remaining provisions of this Lease shall remain in full force and effect.

9.6 This section and any other headings contained in this Lease are for reference purposes only and shall not affect the meaning or interpretation of this Lease.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have set their hands and seals as of the date and year first above written.

ATTEST:

LANDLORD
COUNTY OF CAMDEN

KARYN GILMORE, Clerk
Board of Commissioners

By: _____
ROSS G. ANGILELLA
County Administrator

ATTEST:

TENANT
CITY OF CAMDEN

LUIS PASTORIZA
Municipal Clerk

VICTOR CARSTARPHEN
Mayor

DSB:yrh
09-05-23

0-2

**ORDINANCE AUTHORIZING A SUBLEASE AGREEMENT BETWEEN THE
CITY OF CAMDEN AND SUBURBAN DISPOSAL, INC.**

WHEREAS, the City of Camden (the "City") is in current lease agreement with the County of Camden for vacant land known as 2600 Mt. Ephraim Avenue, Block 715, Lot 19; and

WHEREAS, the City desires to enter into a sublease agreement with Suburban Disposal, Inc. of Fairfield, New Jersey ("Suburban"); and

WHEREAS, the subleases with Suburban are necessary to support the public purpose of solid waste disposal in the City; and

WHEREAS, Suburban will use the land to place an office trailer, a potable tent structure, two portable toilets, parking spaces for ten (10) garbage trucks, employee parking and equipment; and

WHEREAS, N.J.S.A.40A:12-14 (b) allows public bodies to enter leases for nominal consideration to lease County owned property to the City for nominal consideration; and N.J.S.A. 40A:12-15 allows for the lease of public lands for public purposes; and

WHEREAS, it is in the best interest of the City to enter a sublease agreement with the Suburban Disposal for nominal consideration in order to support the public purpose of solid waste disposal; and

BE IT ORDAINED, by the City Council of the City of Camden that:

SECTION 1. The proper officers of the City of Camden are hereby authorized to enter into sublease agreement with the Suburban for nominal consideration for use and access to 2600 Mt. Ephraim Avenue in substantially the same form as Exhibit A.

SECTION 2. The leased property will be used for the public purpose of supporting solid waste disposal within the City of Camden.

SECTION 3. The proper officers of the City of Camden are hereby authorized to execute all documents necessary for the lease.

SECTION 4. All ordinance or parts of ordinances inconsistent with the provisions of this ordinance are hereby repealed as to such inconsistency only.

SECTION 5. The City will defend, indemnify and hold harmless the County of Camden, its officers, agents and employees from any and all claims, suits, actions, damages or costs, of any nature whatsoever, whether for personal injury, property damage or other liability arising out of or in any way connected with the City's acts or omissions in connections with this agreement.

SECTION 6. This ordinance shall take effect twenty (20) days after final passage and publications as provided by law.

BE IT FURTHER ORDAINED, that pursuant to N.J.S.A. 52:27BBB-23 and N.J.S.A. 40:69A-41, a true copy of this Ordinance shall be forwarded to the Mayor, who shall have ten (10) days from the receipt thereof to approve or veto this Ordinance. Additionally, pursuant to N.J.S.A. 52:27BBB-23, a true copy of this Ordinance shall be forwarded to the State Commissioner of Community Affairs, who shall have ten (10) days from the receipt thereof to veto this Ordinance, and the action by the Commissioner regarding this Ordinance shall supersede any action by the Mayor on the same Ordinance. All notices of approval and/or veto shall be filed in the Office of the Municipal Clerk.

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DANIEL S. BLACKBURN
City Attorney

ANGEL FUENTES
President, City Council

VICTOR CARSTARPHEN
Mayor

ATTEST: _____
LUIS PASTORIZA
Municipal Clerk

EXHIBIT A

SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT (this "Sublease") is made and entered into and made effective as of August ____, 2023 (the "Effective Date") by and between the City of Camden, a Municipal Corporation of the State of New Jersey, having its principal place of business located at 520 Market Street, 4th Floor, Camden, New Jersey 08102 ("Landlord") and Suburban Disposal, Inc., a New Jersey corporation with offices at 54 Montesano Road, Fairfield, New Jersey 08037, ("Tenant").

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the parties covenant and agree as follows:

1. **Lease and Sublease.** This Sublease is subordinate and subject to the terms and conditions of a Lease between Landlord and The County of Camden (the "Owner") for the Demised Premises (as defined below) dated August ____, 2023 (the "Primary Lease") a copy of which is annexed hereto as Exhibit "A" and incorporated herein.

2. **Demised Premises and Use of Premises**

A. Demised Premises

Landlord hereby demises and leases to Tenant and Tenant hires and takes from Landlord premises identified on the Tax Map of the City of Camden as follows: Block 715, Lot 19 and known as 2600 Mt. Ephraim Avenue, Camden, New Jersey (the "Demised Premises"), and as further described in Exhibit "A" attached hereto, upon the terms and conditions set forth herein. Notwithstanding the foregoing, the Parties acknowledge and agree that the City has entered into, or may enter into, a lease with a third party for use of the Demised Premises and that such third party shall also be entitled to possession of the Demised Premises during the Term, or a portion thereof. The Tenant shall use its best efforts to cooperate with any such third party to share the Demised Premises. If the third party hinders or frustrates Tenant's Use (as defined below), the Tenant shall provide written notice of same to the Landlord. After receipt of notice, the Landlord shall evaluate the dispute between the two parties and if it determines, in its reasonable discretion, that the third party is hindering Tenant's ability to perform its obligations under the Services Agreement, it shall take reasonable efforts to enforce the third party's obligations under such lease. This Sublease is subject to all agreements and easements of record as set forth on Exhibit "B" annexed hereto.

B. Use of Premises

The Demised Premises shall be used exclusively in accordance with the allowed uses set forth in the Service Agreement between Landlord and Tenant dated August ____, 2023 (the "Service Agreement") and in accordance with applicable law ("Use"). The Use includes Tenant's use of an office trailer, portable tent structure of approximately 50' x 30', two (2) portable toilets, parking of approximately ten (10)

garbage trucks when not in use, approximate 53' storage container and the Tenant's employee parking during the hours when the garbage trucks are servicing the City.

3. Notices

Any notices, demands, and communications hereunder shall be served or given by certified mail, and shall be addressed to Parties at the addresses noted above.

Any notice given hereunder shall be deemed effective upon deposit in a United States general or branch post office, enclosed in a certified, prepaid envelope, addressed as provided above. Notices given by counsel shall be deemed given by the party on whose behalf notice is given.

4. Lease Term and Renewal Option

Tenant shall have and hold the Demised Premises with its appurtenances for a period of time which matches the term of the Service Agreement (the "Term"), unless otherwise terminated earlier by this Sublease.

5. Base Rent and Additional Rent

A. Base Rent

Tenant shall pay rent ("Base Rent") of One Dollar (\$1.00) to Landlord during the Term.

B. Additional Rent

In addition to the Base Rent, Tenant will pay and discharge when due, as additional rent ("Additional Rent"), all other sums, amounts, liabilities and obligations which Tenant may become liable for under Sections 7 through 10 of this Sublease Agreement after written notice.

6. Right to Inspect, Repair and Show Premises

Landlord may enter the Demised Premises but shall not be obligated to do so (except as required by a specific provision of this Sublease) at reasonable times, for the purpose of inspection or the making of such emergency repairs, replacement or additions, in, to, on or about the Demised Premises, as Landlord reasonably deems necessary or desirable. Such actions by Landlord shall have no effect on this Sublease or Tenant's obligations hereunder, and Tenant shall have no claims or cause of action against Landlord for any abatement of rent or any compensation by reason thereof.

7. Maintenance and Repair Obligations

Tenant has examined the Demised Premises and has entered into this Sublease without

any representation on the part of Landlord as to the condition thereof. The Landlord will maintain and repair the Demised Premises, including providing snow plowing and snow removal services in accordance with the terms of the Primary Lease.

Tenant shall be solely responsible, at Tenant's sole cost and expense, for repairing, replacing and maintaining: (i) Tenant's trade fixtures and other personal property; and (ii) any alterations, additions or improvements installed by Tenant. During the term of this Sublease, should physical damage be done to the Demised Premises either through willful act or neglect, normal wear and tear excepted, which is determined to have been perpetrated by Tenant's employees, clients, guests or assignees, Tenant shall give written notice of such damage to Landlord as provided herein and Tenant shall repair such damages at its sole cost and expense.

8. **Compliance with Law/Environmental**

Tenant shall, in its use and occupancy of the Demised Premises, comply in all material respects with all present and future laws, orders and regulations of the federal, state and municipal governments or any of the departments affecting the Demised Premises and with any and all environmental requirements resulting from Tenant's use of the Demised Premises.

Tenant agrees not to generate, store, manufacture, refine, transfer, treat, dispose of, or otherwise permit the presence on or about the Demised Premises, any Hazardous Substances. As used herein, "Hazardous Substances" shall mean as any hazardous chemical, hazardous waste, hazardous substance or similar term as defined in (i) the Comprehensive Environmental Responsibility Compensation Liability Act ("CERCLA"), 42 U.S.C.A. 9601 *et seq.*, as amended, (ii) the New Jersey Industrial Site Recovery Act ("ISRA"), N.J.S.A. 13:1K-6 *et seq.*, as amended, and/or (iii) the New Jersey Compensation Control Act ("CCA"), N.J.S.A. 58:10-23.11b *et seq.*, as amended, and any rules or regulations promulgated under CERCLA, ISRA, CCA or in any other applicable federal, state or local law, rule or regulation dealing with environmental protection. It is understood and agreed that the provisions contained in this Section shall be applicable notwithstanding the fact that any substance may not be deemed to be a Hazardous Substance at the time of its use by Tenant which shall thereafter be deemed to be Hazardous Substance.

If any spill, discharge or release of Hazardous Substances (each, a "Discharge") occurs on or from the Demised Premises or the Property, Tenant shall give Landlord and Owner immediate oral and written notice of such Discharge, describing all relevant facts in reasonable detail. Written notice regarding any Discharge shall include, without limitation, a copy of (i) any notice of a violation, or a potential or alleged violation, of any environmental law that is received by Tenant or any subtenant from any governmental or regulatory agency; (ii) any inquiry, investigation, enforcement, cleanup, removal, or other action that is instituted or threatened by a governmental or regulatory agency against Tenant or any subtenant relating to any Discharge on or from the Demised Premises or the Property; (iii) any claim that is instituted or threatened by any third party

against Tenant or any subtenant relating to any Discharge on or from the Demised Premises or the Property; and (iv) any notice of the restriction, suspension, or loss of any environmental operating permit by Tenant or any subtenant. If any Discharge arose out of or in connection with the use and occupancy of the Demised Premises by Tenant or any subtenant, or if any Discharge was caused by the act, negligence or omission of Tenant (or any subtenant) or Tenant's (or any subtenant's) employees, agents, servants, customers and other invitees, then Tenant shall pay all costs and expenses relating to compliance with applicable environmental laws (including, without limitation, the costs and expenses of the site investigations and of the removal and remediation of such Hazardous Substance). Without relieving Tenant of its obligations under this Sublease and without waiving any Event of Default (hereafter defined) by Tenant under this Sublease, in the event Tenant fails to take such action necessary to remedy any Discharge that may occur, Landlord shall have the right, but not the obligation, to take such action as Landlord reasonably deems necessary or advisable to cleanup, remove, resolve or minimize the impact of or otherwise deal with any Discharge and, in that event, Tenant shall pay to Landlord on demand all commercially reasonable costs and expenses incurred by Landlord in connection with any action taken by Landlord.

9. **Utilities**

During the term of the Sublease, Tenant shall arrange for any utilities serving the Demised Premises. Landlord shall not be responsible to pay utilities. Tenant shall pay amounts due for electric, gas, water, sewer and any other utilities servicing the Demised Premises directly to the utility provider.

Interruption or curtailment of any service maintained in the Demised Premises, shall not entitle Tenant to any claim against Landlord or to an abatement of Rent or Additional Rent, and shall not constitute or construct a partial eviction, unless Landlord fails to take measures that are within its control as may be reasonable under the circumstances and as may be required under this Sublease to restore the service.

10. **Casualty**

It is agreed by and between the parties hereto that in case the Demised Premises shall be destroyed or damaged, in part or in whole, by fire or other elements, or by any other cause, to an extent which shall render the Demised Premises untenable or unfit for occupancy for the purposes intended, Landlord shall, at its sole option, either (a) terminate this Sublease, in which case Tenant shall have no further liability for future rent, or (b) wait for Owner to repair the Demised Premises with all reasonable speed, within a period not exceeding one hundred twenty (120) days. If Owner cannot represent that the repairs shall be substantially completed and Tenant may re-occupy the Premises within one hundred twenty (120) days, then Tenant may cancel this Sublease without further liability by either party. Upon completion of such repairs, Tenant shall resume paying Base Rent and Additional Rent as provided herein.

If, however, the Demised Premises shall be partially damaged by fire or other causes, and

the Demised Premises are not rendered untenable, the damage shall be repaired by Owner with all reasonable speed, and the Base Rent and Additional Rent for the portions not usable by Tenant shall be apportioned and abated for the term beginning with the date of such damage and ending when such damage shall have been repaired and such portions of the Demised Premises are again made usable to Tenant.

11. Condemnation

If the Demised Premises or any material part of either shall be condemned for public use, then and in that event, upon vesting of title to the same for such public use, this Sublease shall terminate and Tenant shall have no right to any part of any condemnation award or award in lieu of condemnation relating to its leasehold estate or otherwise, except that Tenant shall have the right to prove and collect the value of the trade fixtures installed by it, and moving expenses. In the event of such termination of this Sublease, all rent paid in advance shall be apportioned as of the date of such termination, and any balance due and owing to Tenant shall be paid to Tenant within ten (10) days following such termination.

Notwithstanding the foregoing, if only a part of the Demised Premises shall be so taken and the part not so taken shall be appropriate and sufficient for the operation of Tenant's business, Tenant shall retain the part not so taken and there shall be a proportional reduction in the Base Rent and Additional Rent.

12. Insurance

A. Tenant's Insurance

Tenant shall, at its sole cost and expense, obtain, maintain and keep in full force and effect the following insurance:

- (1) "All Risk" property insurance against fire, theft, vandalism, malicious mischief, and such additional perils as are now, or hereafter may be, included in a standard extended coverage endorsement from time to time and in general use in the State of New Jersey on property of every description and kind owned by Tenant and/or under Tenant's care, custody or control located in the Demised Premises for which Tenant owns or is legally liable, including by way of example and not by limitation, furniture, fixtures, fittings, installations and other personal property.
- (2) Commercial General Liability Insurance Coverage to include personal injury, bodily injury, broad form property damage, operations hazard, owner's protective coverage, blanket contractual liability, products and completed operations liability naming Landlord and Owner as additional named insureds in an amount per occurrence of not less than Five Million Dollars (\$5,000,000.00) combined single limit for bodily injury and property damage on a primary and noncontributory basis.

- (3) Any other form or forms of insurance or any increase in the limits of any of the aforesaid enumerated coverages or forms of insurance as Landlord or the mortgagee(s) or ground lessor(s) of Landlord reasonably require from time to time if in the reasonable opinion of Landlord or said mortgagee(s) or ground lessor(s) said coverage and/or limits become inadequate or less than commonly maintained by prudent tenants in similar buildings in the area by tenants with similar uses.

All insurance policies required pursuant to this Section shall be taken with insurance companies rated at least A VIII by AM Best Company licensed to do business in the State of New Jersey and reasonably acceptable to Landlord and shall be in form satisfactory from time to time to Landlord. A policy or an Accord Form Certificate evidencing such insurance together with a paid bill shall be delivered to Landlord not less than fifteen (15) days prior to the Effective Date. Tenant's policies of insurance shall be written as primary policy coverage and not contributing with, or in excess of, any coverage which Landlord or Owner may carry, and all such policies shall name as additional insured parties (except for workers' compensation insurance and business interruption insurance) Landlord, Owner and any other parties named by Landlord as having an interest in the Demised Premises, as their respective interests may appear, and shall be reasonably satisfactory to Landlord. Such insurance policy certificate will unequivocally provide an undertaking by the insurance company to notify Landlord, mortgagees and ground lessors of Landlord in writing not less than thirty (30) days prior to any material change, reduction in coverage, cancellation, or other termination thereof.

B. Landlord's Insurance

Landlord shall not be obligated to obtain any casualty insurance.

13. Indemnity

Tenant shall indemnify, defend and save harmless Landlord and its agents, officers, employees and attorneys against and from any and all claims, liabilities, losses, demands, costs, expenses (including reasonable attorneys' fees and expenses) and judgments of any nature (except for such of the foregoing as arise from the gross negligence or willful misconduct of Landlord) arising, or alleged to arise, from or in connection with (i) any injury to, or the death of, any person or loss or damage to property on or about the Demised Premises; (ii) the performance of any labor or services or the furnishing of any improvements, materials or other property in respect of the Demised Premises or any part thereof; (iii) Tenant's occupancy of the Demised Premises; (iv) the conduct or management by Tenant, its permitted subtenants, licensees, its or their employees, agents, contractors or invitees on the Demised Premises, or any work or thing whatsoever done or any condition created in or about the Demised Premises during the Term or any Renewal Terms of this Sublease or during the period of time, if any, prior to the Lease Commencement Date that Tenant may have been given access to the Demised Premises;

(v) any neglect, negligence, misconduct or otherwise wrongful act or omission of Tenant or any of its permitted subtenants or licensees who are its or their employees, agents, contractors or invitees; (vi) any breach or default in the performance of any obligation on the Tenant's part to be performed under the terms of this Sublease; and (vii) all costs, expenses (including reasonable attorneys' fees and expenses), and liabilities incurred in or in connection with each such claim of action or proceeding brought thereon. In case any action or proceeding is brought against Landlord or its agents by reason of any such claim, Tenant, upon notice from Landlord shall, at Tenant's sole cost and expense, resist and defend such action, suit or proceeding by independent counsel selected by Tenant, which is reasonably acceptable to Landlord. The provisions of this Section shall survive the expiration or earlier termination of this Sublease.

14. Limitation on Landlord's Liability

Landlord shall not be liable to Tenant for any loss suffered by Tenant under any circumstances, including, but not limited to, that arising from (i) the negligence of Landlord, its agents, servants, invitees, contractors or subcontractors or from defects, errors or omissions in the construction or design of the Demised Premises, including the structural and nonstructural portions thereof; or (ii) loss of or injury to Tenant or Tenant's property or that for which Tenant is legally liable for any costs whatsoever, including but not limited to theft or burglary; or (iii) that which results from or is incidental to the furnishing of or failure to furnish or the interruption in connection with the furnishing of any service which Landlord is obligated to furnish pursuant to this Sublease; or (iv) that which results from any inspection, repair, alteration or addition or failure thereof undertaken or failed to be undertaken by Landlord; or (v) any interruption to Tenant's business, however occurring.

The aforesaid exculpatory provision is to induce Landlord, in its judgment, to avoid or minimize covering risks which are better quantified and covered by Tenant. Nothing contained herein shall preclude Tenant from enforcing Landlord's obligations under this Sublease.

15. Assignment and Subletting

Tenant may not mortgage, pledge, hypothecate, assign, transfer, sublet or otherwise deal with this Sublease in any manner.

16. Events of Default by Tenant

It shall be an "Event of Default" by Tenant under this Sublease if:

- (a) If Tenant fails to pay any installment of Base Rent and Additional Rent when due and such failure continues for more than ten (10) days after its due date;
- (b) If Tenant is in default under the Service Agreement;

- (c) If Tenant closes or abandons the Demised Premises, or permits it to become vacant;
- (d) If Tenant dissolves, dies or becomes insolvent or bankrupt (whether prior to or after the Lease Commencement Date). The phrase "insolvent or bankrupt" means any assignment for the benefit of creditors, the filing of a voluntary or involuntary petition in bankruptcy or for reorganization or other arrangement or relief under any bankruptcy or insolvency law, the admission of the inability to pay debts when due or the levy against any assets or property. If Tenant becomes insolvent or bankrupt, and assumption or assignment of this Sublease occurs notwithstanding the restrictions contained in this Sublease, then adequate assurance of future performance shall be deemed to have been given only if (i) Landlord is reasonably assured that a party of substantial financial strength will continue to occupy the Demised Premises, continue to pay the Rent (Base Rent and Additional Rent), and in general be in a position to operate, and have the capability to operate, a business in the Demised Premises in strict compliance with the provisions of this Sublease for more than one (1) year, and (ii) there is deposited cash security with Landlord equal to the sum of (1) one year's Base Rent which shall be calculated based on the annual amount of Base Rent for the Lease year preceding the year in which such deposit is to be made. The deposit shall be held by Landlord for the balance of the Term or Renewal Term, without interest, as security for the full performance of Tenant's obligations under this Sublease; or
- (e) If Tenant violates any of the other covenants or obligations to be performed by Tenant under this Sublease, and such violation continues and is not cured for thirty (30) days after the date of written notice from Landlord to Tenant specifying the nature of the violation, or if the violation specified is of such a nature that it cannot be reasonably cured within the thirty (30) day period, if Tenant does not in good faith commence curing or remedying the violation within the thirty (30) day period and does not diligently proceed to complete the curing or remedying of the violation.

Notwithstanding anything to the contrary contained in this Section, with respect to those violations of this Sublease for which Tenant is entitled to notice, Landlord shall not be obligated to give notice of such violations more than twice during any twelve (12) month period. If this happens, the notice and cure periods set forth in this Section shall no longer apply, and Tenant shall no longer be entitled to any notice of or opportunity to cure any subsequent violations of this Sublease.

17. Remedies of Landlord

Upon the occurrence of an Event of Default by Tenant, Landlord shall have the right to pursue any one or more of the following remedies which shall be cumulative and not exclusive of any other rights or remedies that may be available to Landlord, whether at law or in equity:

- (a) Landlord may terminate this Sublease upon ten (10) days' written notice (the "Termination Notice") to Tenant, and in that event, Tenant shall surrender the Demised Premises to Landlord immediately.
- (b) Landlord may, without limiting any of Landlord's other rights and remedies or affecting Tenant's liabilities or obligations, re-enter and take possession of the Demised Premises and remove all persons and property, without liability for trespass or damages relating to the entry or the manner in which it was made, and may re-rent the Demised Premises in its own right or as Tenant's agent for Tenant's account upon such terms and conditions, and to such person or entity, as Landlord deems satisfactory.
- (c) Landlord may also pursue such other remedies as may be allowed elsewhere in this Sublease, at law or in equity.
- (d) Landlord shall have a lien for the payment of all sums agreed to be paid by Tenant herein upon all Tenant's property, which lien is to be in addition to Landlord's lien now or hereafter provided by law. Upon Tenant's Event of Default, Landlord shall have a lien on all materials stored in the Demised Premises, to the extent of its interest (including the amount of monies due and owing Landlord as Base Rent or Additional Rent, plus interest thereon and costs and reasonable expenses incurred by Landlord in the storage, care, transportation and sale of such materials, including reasonable attorneys' fees and the commissions or fees of brokers and auctioneers), subject to such rights, if any, of third parties that have been established by agreement or operation of law and concerning which Landlord has received actual notice prior to sale thereof. Landlord's lien shall arise upon Tenant's Event of Default, without the necessity for notice to Tenant.

No re-entry or taking possession of the Demised Premises by Landlord shall (1) relieve Tenant of its obligation to pay the Rent in arrears at the time of re-entry or which becomes due subsequent to the re-entry or (2) constitute an acceptance of a surrender by Tenant.

18. Automatic Termination

Notwithstanding anything herein to the contrary, this Sublease will automatically terminate, without notice and with no ability to cure, upon the happening of any of the following events:

- (a) The Service Agreement is terminated.
- (b) The Primary Lease is terminated. To the extent the Primary Lease is terminated for whatever reason, the Landlord agrees to provide Tenant with suitable and convenient similar premises in the City of Camden during the remaining term of the Service Agreement.

19. Tenant's Continuing Liability

Tenant is liable for (i) all loss, costs, expenses and damages caused by Tenant's violation of any provision of this Sublease, and (ii) all losses, costs, expenses and damages incurred in enforcing this Sublease or in any litigation in which Landlord, without Landlord's fault, becomes involved or concerned by reason of this Sublease or the relationship of Landlord and Tenant under this Sublease. This includes reasonable attorneys' fees and costs.

20. Waiver of Jury Trial

Landlord and Tenant waive trial by jury in any action, proceeding, or counterclaim brought by either of them against the other on any matters arising out of or in any way connected with this Sublease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Demised Premises, or any claim of injury or damage.

21. No Waiver By Landlord

The waiver of Landlord of any breach of any term, condition or covenant herein contained shall not be a waiver of such terms, condition or covenant, or any subsequent breach of the same or any term, condition or covenant herein contained. The consent or approval by Landlord to or any act by Tenant requiring Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent to or approval of any subsequent similar act by Tenant. No re-entry hereunder shall bar the recovery of Rent or damages for the breach of any of the terms, conditions or covenants on the part of Tenant herein contained. The receipt of Rent after breach or condition broken, or delay on the part of Landlord to enforce any right hereunder, shall not be deemed a waiver or forfeiture, or a waiver of the right of Landlord to annul this Sublease or to re-enter said Demised Premises or to re-let same.

22. Governing Laws

The terms of this Sublease shall be governed and enforced under the laws of the State of New Jersey.

23. Security Deposit

Landlord does not require a security deposit from Tenant.

24. Brokers

The parties acknowledge that no person or entity has acted as a broker in this transaction and Landlord shall not be responsible for paying a broker commission. Each party shall indemnify, defend and hold harmless the other from and against all losses, damages, costs and expenses, including reasonable attorneys' fees and costs of suit incurred as a result of any claim or action by any other broker who is entitled to a commission as a result of

dealings with the indemnifying party.

25. Corporate Authority

If Tenant is a corporation, limited liability company, partnership or other form of entity, the individual executing this Sublease on behalf of Tenant represents and warrants that he or she is duly authorized to execute and deliver this Sublease on behalf of Tenant, in accordance with a duly adopted resolution of the Tenant's board of directors, members, partners, board of trustees or such other governing body as may be applicable to Tenant.

26. Successors

All rights and liabilities herein given to or imposed upon the respective parties hereto shall extend to and bind the several respective heirs, executors, administrators, successors and permitted assigns of the said parties.

27. Limited Liability

Notwithstanding anything to the contrary provided in this Sublease, it is specifically understood and agreed, such agreement being a primary consideration for the execution of this Sublease by Landlord, that there shall be absolutely no personal liability on the part of Landlord or Tenant, their constituent members (including, but not limited to, officers, directors, partners, employees and trustees), their respective successors, assigns with respect to any of the terms, covenants and conditions of this Sublease, and that such exculpation of liability to be absolute and without any exceptions whatsoever.

28. Rules of Construction

Any headings or titles in the Sublease are solely for convenience of reference and shall not affect its interpretation. This Sublease shall be construed without presumption or other rule regarding construction against the party causing this Sublease to be drafted.

29. Severability

The invalidity or unenforceability of any portion or provision of this Sublease shall in no way affect the validity or enforceability of any other portion or provision hereof. Any invalid or unenforceable portion or provision shall be deemed severed from this Sublease and the balance of this Sublease shall be construed and enforced as if this Sublease did not contain such invalid or unenforceable provision.

30. Counterparts

This Sublease may be executed in several counterparts, each of which when so executed and delivered, shall constitute an original, fully enforceable counterpart for all purposes, all of which, taken together, shall constitute one single instrument.

31. Entire Agreement

This Sublease contains the entire agreement between the Parties regarding the subject matter hereof and supersedes any and all prior agreements, representations and understandings, excepting the Service Agreement, to the extent applicable. No provision of this Sublease may be amended or added to except by a written agreement executed by both parties. This Sublease shall be binding upon and inure to the benefit of the parties and their successors and permitted assigns.

IN WITNESS WHEREOF, the parties hereto, duly authorized, have executed this Sublease on the Effective Date.

WITNESS:

LANDLORD:

By: _____

WITNESS:

TENANT:

By: _____

Acknowledgment by Owner:

Owner hereby agrees to and consents to the terms of this Sublease.

By:

Dated:

Exhibit A

SUBURBAN SUBLEASE 8.23.23

ORDINANCES
2ND READING

AN ORDINANCE AMENDING CHAPTER 840; WATER, PART 1; GENERAL PROVISIONS, ARTICLE 1; CONNECTIONS AND REPAIRS, TO ESTABLISH A NEW SECTION 840-11, "LEAD SERVICE LINES REPLACEMENT PROGRAM" OF THE REVISED CAMDEN CODE

WHEREAS, the City of Camden operates within the Delaware River Watershed, the City's water distribution system, to service its residents and businesses within the city, excluding the Cramer Hill section and East Camden section of the city which is served by New Jersey American Water, and other neighboring municipalities; and

WHEREAS, the Delaware River Watershed is, and continues to be, a clean source of water; and

WHEREAS, there are approximately 11,200 privately owned properties serviced by obsolete lead service lines within the city of Camden; and

WHEREAS, the lead service lines connect to the City of Camden's water distribution system, but are owned by the property owners; and

WHEREAS, in 1986 Federal law banned the use of solder on pipes in the construction of new homes; and

WHEREAS, pursuant to N.J.S.A. 58:12A-40 et. seq., the City of Camden is required to replace all lead and lead material service lines on or before July 2031; and

WHEREAS, the United States Environmental Protection Agency (the "USEPA") adopted regulations to control lead and copper in drinking water and the NJDEP directed the City of Camden to replace lead lines in accordance with the USEPA's lead and copper rule; and

WHEREAS, the City of Camden believed and believes that the provision of clean, lead-free drinking water to its residents is a public purpose beneficial to the city of Camden as a whole and any benefit to any private land owner in accomplishing this purpose is incidental and subordinate to this primary public and governmental purpose; and

WHEREAS, the City of Camden has created a Lead Service Line Replacement Program which will be of no additional charge to property owners with existing lead service lines on their private property; and

WHEREAS, N.J.S.A. 40:48-2 authorizes a municipality to make, amend, repeal and enforce such other ordinances, regulations, rules and by-laws not contrary to the laws of this State or of the United States, as it may deem necessary and proper for the good government, order and protection of persons and property, and for the preservation of the public health and safety of the occupants of said buildings and structures and the general public in the municipality; and

WHEREAS, for the health, safety and welfare of its residents, the City Council desires to require all property owners serviced by a lead service line to replace that service line through the program established by the City of Camden at no additional cost to the property owner or occupant, or replace the line at their own expense; and due to the hazard a lead service line providing drinking water poses to the health and safety of residents, that permission from the owner of the property to replace the lead service line is not required; now therefore,

BE IT ORDAINED, by the Mayor and Council of the City of Camden, County of Camden, State of New Jersey as follows:

CHAPTER 840 WATER

PART 1 GENERAL PROVISIONS

ARTICLE 1; Connections and Repairs

Section 840-1. Same.

Section 840-2. Same.

Section 840-3. Same.

Section 840-4. Same.

Section 840-5. Same.

Section 840-6. Same.

Section 840-7. Same.

Section 840-8. Same.

Section 840-9. Same.

Section 840-10. Same.

Section 810-11. Lead Service Lines Replacement Program

A. Definitions.

For the purposes of this Chapter:

- a) **City: shall mean the City of Camden.**
- b) **Contractor: shall mean a licensed vendor that contracts with the City of Camden to replace lead service lines.**
- c) **Department: shall mean the City of Camden's Department of Code Enforcement.**
- d) **Dwelling: shall mean a building or structure or part thereof containing one or more dwelling units. This chapter shall also apply to buildings and structures that are not used for residential purposes.**
- e) **Dwelling Unit: shall mean any room or groups of rooms or any thereof located within a building and forming a single habitable unit with facilities which are used or designed to be used for living, sleeping, cooking, eating or bathing.**
- f) **Lead Safe: shall mean any condition that does not allow access or exposure to lead, in any form, to the extent that adverse human health effects are possible.**
- g) **Lead Service Line: shall mean the water line made of lead or lead materials on private property that leads to the structure or building that is connected to the main City of Camden water line.**
- h) **Occupant: shall mean a person or persons in actual possession of and living in the building or dwelling unit.**

- i) Owner: shall mean any person who has legal title to any dwelling, with or without accompanying actual possession thereof; or, who has equitable title and is either in actual possession or collects rents therefrom; or who is executor, executrix, trustee, guardian, or receiver of the estate or the owner, or as mortgagee or as vendee in possession wither by virtue of a Court order or by agreement or voluntary surrender of the premises by the person holding legal title, or as collector of rents has charge, care or control of any dwelling or rooming house.

B. Lead Service Lines Prohibited.

Pursuant to and in accordance with N.J.S.A. 58:12A-40 et seq., it is hereby established that the existence of lead or lead material service lines is prohibited in the city of Camden.

C. Mandatory Replacement of Lead Service Line; Exclusion from Requirement; Proof Required.

- a) A property owner and/or occupant may be excluded from the Mandatory Replacement of its lead service line by providing the Department with written proof from a licensed and certified plumber that it does not have a lead service line on its property and/or that the lead service line was previously removed and replaced.
- b) The owner of any dwelling, building or structure serviced by a lead service line is required to replace the lead service line on their property. The owner and/or occupant may undertake the replacement of the lead service line on their own provided such replacement is completed within six months of the effective date of this Ordinance. An extension of time may be granted by the Director of the Department where the owner and/or occupant can demonstrate, to the Department, that a good faith effort has been made to comply with the ordinance.
- c) The owner and/or occupant of any dwelling, building or structure shall replace their lead service line by any of the following methods:
- i. Signing up for the Lead Service Line Replacement Program offered by the City of Camden and allowing contractors to access on the property to conduct the replacement. The Contractor will provide the owner and/or occupant with a Right of Entry form for completion. The Right of Entry form will provide the Contractor with access to the property to verify the existence of a lead service line and replace said line; or
 - ii. Replacing the lead service line on their own and at their own expense, subject to the timing restrictions set forth in section 3(b). An owner and/or occupant is required to provide the Department with proof that the lead service line has been replaced. Proof must include at a minimum: a permit issued by the Department to a licensed plumber authorized to do the work; an invoice from the contractor who completed the work; a copy of the estimate along with any report of the work completed, and an inspection report verifying the removal.

D. Authorization to Access Property.

- a) Notwithstanding Section C above, if an owner of the dwelling, building or structure does not sign up for the Lead Service Line Replacement Program or does not replace its lead service line prior to the timeframe set forth in section 3(b) (or within the time frame provided for in an extension) or is inaccessible or otherwise denies access to the property to enable the replacement of the line, then the following procedures shall

apply:

- i. The City shall secure entrance to the property from the owner or current occupant of the dwelling, building or structure, and the City shall incur no liability from the owner. The Contractor, to the best of its ability, will provide the owner and/or occupant with a Right of Entry form for completion. The Right of Entry form, which may be completed by an occupant who is not an owner of the property, will provide the Contractor with access to the property to verify the existence of a lead service line and replace said line. The City shall restore the property to its original condition or as close as possible to its original condition; and
- ii. If access is granted by the occupant of the dwelling, building or structure then the occupant shall be held harmless and no liability shall incur to the City or occupant due to the replacement of the lead service line by the City of Camden; and
- iii. If access is denied by the current occupant or owner, the City shall commence procedures, including filing a Court action, to conduct the replacement of the lead service line.

E. Penalty.

Noncompliance with the provisions of this Ordinance by any person or corporation, and officers of any corporation, shall be punishable by a daily fine of at least \$250 but not exceeding \$1,000 or imprisonment for a term not exceeding ninety (90) days or by a period of community service not to exceed ninety (90) days.

BE IT FURTHER ORDAINED that that any portion of the Camden City Code not herein amended and supplemented shall remain in full force and effect.

BE IT FURTHER ORDAINED that all ordinances or parts of ordinances inconsistent with the provisions of this ordinance are hereby repealed as to such inconsistency only.

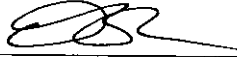
BE IT FURTHER ORDAINED, that if any provision of this Ordinance or application thereof to any person(s) or circumstance is judged invalid by a court of competent jurisdiction, the invalidity shall not affect other provisions or applications of the ordinance that can be given effect without the invalidated provision or application, and to this end the provisions of this ordinance are declared severable.

BE IT FURTHER ORDAINED that this ordinance shall take effect twenty (20) days after its final passage and publication as provided by law.

BE IT FURTHER ORDAINED that pursuant to N.J.S.A. 52:27BBB-23 and N.J.S.A. 40:69A-41, a true copy of this Ordinance shall be forwarded to the Mayor, who shall have ten (10) days from the receipt thereof to approve or veto this Ordinance. Additionally, pursuant to N.J.S.A. 52:27BBB-23, a true copy of this Ordinance shall be forwarded to the State Commissioner of Community Affairs, who shall have ten (10) days from the receipt thereof to veto this Ordinance, and the action by the Commissioner regarding this Ordinance shall supersede any action by the Mayor on the same Ordinance. All notices of approval and/or veto shall be filed in the Office of the Municipal Clerk.

Date of Introduction: August 8, 2023

The above has been reviewed
and approved as to form.



DANIEL S. BLACKBURN
City Attorney

ANGEL FUENTES
President City Council

VICTOR CARSTARPHEN
Mayor

ATTEST: _____
LUIS PASTORIZA
Municipal Clerk

0-2

CITY OF CAMDEN

ORDINANCE NO. 23-___

AN ORDINANCE AMENDING TITLE VII "UTILITIES", CHAPTER 700, ARTICLE II "WATER SERVICE PROVISIONS AND RATES", SECTION 020 AND ARTICLE III "SEWER SERVICE PROVISIONS AND RATES" SECTION 150 OF THE REVISED GENERAL ORDINANCES

WHEREAS, the City of Camden (the "City") provides potable water and wastewater conveyance services to approximately 20,000 residential properties and commercial facilities located within the boundaries of the City; and

WHEREAS, the City's water supply, storage and distribution system (the "Water System") and wastewater conveyance system ("Wastewater System") are aging and in need of regular routine and emergency maintenance; and

WHEREAS, the State of New Jersey Department of Environmental Protection has implemented new regulatory requirements over the course of the last several years focused on requiring water suppliers to install treatment to address newly established Maximum Contaminant Levels and undertake regular maintenance of water systems; and

WHEREAS, the State of New Jersey has enacted the Lead Service Line Replacement Law which requires the City to eliminate all lead service connections within the Water System and did not include a funding source for the cost; and

WHEREAS, the Wastewater System, which is a combined sanitary and stormwater system, requires continued cleaning and maintenance to prevent flooding that was often experienced in many sections of the city in the past; and

WHEREAS, these requirements shall be collectively referred to herein as the "Regulatory Requirements; and

WHEREAS, in addition to the Regulatory Requirements, the City also anticipates the need to undertake additional capital projects associated with the Water System and the Wastewater System in the coming years; and

WHEREAS, the City has not enacted a change in water rates or sewer rates since 2009; and

WHEREAS, the City has determined, based upon a rate analysis completed by NewGen Strategies & Solutions, dated _____, 2023 (the "Rate Study") that it is necessary to increase water and sewer rates in order to address the Regulatory Requirements and ensure the smooth and efficient operations of the Water System and the Wastewater System; and

WHEREAS, the new proposed rates for 2023/2024 are attached here and made a part hereof as Exhibit A (the "New Rates"); and

WHEREAS, N.J.S.A. 40:48-2 authorizes a municipality to make, amend, repeal and enforce such other ordinances, regulations, rules and by-laws not contrary to the laws of this State or of the United States, as it may deem necessary and proper for the good government, order and protection of persons and property, and for the preservation of the public health and safety of the

occupants of said buildings and structures and the general public in the municipality; and

WHEREAS, the New Rates, which are to become effective September 1, 2023, are necessary and reasonable for the smooth and efficient operation of the Water System and the Wastewater System; and

NOW THEREFORE, BE IT ORDAINED, by the Mayor and Council of the City of Camden, County of Camden, State of New Jersey as follows:

Section 1. The New Rates set forth in Exhibit A are hereby adopted as the effective water and sewer rates and shall be effective for all bills after December 1, 2023 based on consumption beginning September 1, 2023 as measured by meter readings starting December 1, 2023. For Calendar Year (CY) 2024, and subsequent years, new rates shall be effective for all bills beginning January 1 of the CY based on consumption beginning October 1. All non-metered rates will follow the same implementation schedule as above.

Section 2. If any provision of this Ordinance or application thereof to any person(s) or circumstance is judged invalid by a court of competent jurisdiction, the invalidity shall not affect other provisions or applications of the ordinance that can be given effect without the invalidated provision or application, and to this end the provisions of this ordinance are declared severable.

Section 3. This ordinance shall take effect upon final passage and publication in accordance with the laws of the State of New Jersey.

Exhibit A ¹

Water Quarterly Charges

Meter Size	Current	Sep. 2023	CY 2024	CY 2025	CY 2026	CY 2027
5/8	\$22.05	\$26.90	\$27.70	\$28.55	\$29.40	\$30.30
3/4	\$33.08	\$40.40	\$41.60	\$42.85	\$44.15	\$45.50
1	\$55.13	\$67.30	\$69.30	\$71.40	\$73.55	\$75.80
1 1/2	\$110.25	\$134.50	\$138.50	\$142.75	\$147.00	\$151.50
2	\$176.40	\$215.20	\$221.60	\$228.40	\$235.20	\$242.40
3	\$352.80	\$430.40	\$443.20	\$456.80	\$470.40	\$484.80
4	\$551.25	\$672.50	\$692.50	\$713.75	\$735.00	\$757.50
6	\$1,102.50	\$1,345.00	\$1,385.00	\$1,427.50	\$1,470.00	\$1,515.00
8	\$1,764.00	\$2,152.00	\$2,216.00	\$2,284.00	\$2,352.00	\$2,424.00
10	\$2,646.00	\$3,228.00	\$3,324.00	\$3,426.00	\$3,528.00	\$3,636.00
12	\$3,969.00	\$4,842.00	\$4,986.00	\$5,139.00	\$5,292.00	\$5,454.00

Water Residential Volume Rates (per 100 cubic feet)

Tier	From (cf)	To (cf)	Current	Sep. 2023	CY 2024	CY 2025	CY 2026	CY 2027
Tier 1	-	1,500	\$3.20	\$3.90	\$4.02	\$4.14	\$4.26	\$4.39
Tier 2	1,501	3,000	\$4.80	\$5.85	\$6.03	\$6.21	\$6.39	\$6.59
Tier 3	Over	3,000	\$6.35	\$7.74	\$7.98	\$8.22	\$8.45	\$8.71

Water Commercial Volume Rate (per 100 cubic feet)

	Current	Sep. 2023	CY 2024	CY 2025	CY 2026	CY 2027
All Usage	\$4.80	\$5.85	\$6.03	\$6.21	\$6.39	\$6.59

Water Unmetered Charges

	Current	Sep. 2023	CY 2024	CY 2025	CY 2026	CY 2027
Unmetered Residential	\$256.35	\$312.45	\$322.04	\$331.68	\$341.31	\$351.73
Unmetered Commercial	\$252.45	\$562.58	\$606.58	\$624.71	\$642.84	\$662.94

Sewer Quarterly Charges

Meter Size	Current	Sep. 2023	CY 2024	CY 2025	CY 2026	CY 2027
5/8	\$17.80	\$21.70	\$23.00	\$24.40	\$25.85	\$27.40
3/4	\$26.70	\$32.55	\$34.50	\$36.60	\$38.80	\$41.10
1	\$44.50	\$54.25	\$57.50	\$61.00	\$64.65	\$68.50
1 1/2	\$89.00	\$108.50	\$115.00	\$122.00	\$129.25	\$137.00
2	\$142.40	\$173.60	\$184.00	\$195.20	\$206.80	\$219.20
3	\$284.80	\$347.20	\$368.00	\$390.40	\$413.60	\$438.40
4	\$445.00	\$542.50	\$575.00	\$610.00	\$646.25	\$685.00
6	\$890.00	\$1,085.00	\$1,150.00	\$1,220.00	\$1,292.50	\$1,370.00
8	\$1,424.00	\$1,736.00	\$1,840.00	\$1,952.00	\$2,068.00	\$2,192.00
10	\$2,136.00	\$2,604.00	\$2,760.00	\$2,928.00	\$3,102.00	\$3,288.00
12	\$3,204.00	\$3,906.00	\$4,140.00	\$4,392.00	\$4,653.00	\$4,932.00

Sewer Volume Rate (per 100 cubic feet)

	Current	Sep. 2023	CY 2024	CY 2025	CY 2026	CY 2027
All Usage	\$2.20	\$2.68	\$2.85	\$3.02	\$3.20	\$3.39

Sewer Unmetered Charges


	Current	Sep. 2023	CY 2024	CY 2025	CY 2026	CY 2027
Unmetered Residential (based on 48 CCF)	\$123.40	\$150.34	\$159.80	\$169.36	\$179.45	\$190.12
Unmetered Commercial (based on 96 CCF)	\$123.40	\$278.98	\$296.60	\$314.32	\$333.05	\$352.84

1. Above rates for CY2024, CY2025, CY2026, and CY2027 are the rates for billing commencing January 1 of each year meaning water consumed after October 1 of the previous year will be consumed at an increased rate.

BE IT FURTHER RESOLVED, that pursuant to N.J.S.A. 52:27BBB-23, a true copy of this Resolution shall be forwarded to the State Commissioner of Community Affairs, who shall have ten (10) days from the receipt thereof to veto this Resolution. All notices of veto shall be filed in the Office of the Municipal Clerk.

Date: August 8, 2023

The above has been reviewed and approved as to form.


 DANIEL S. BLACKBURN
 City Attorney

 ANGEL FUENTES
 President, City Council

ATTEST: _____
 LUIS PASTORIZA
 Municipal Clerk

RESOLUTIONS

DB:dh
09-05-23

R-1

**RESOLUTION AUTHORIZING THE AWARD OF A CONSTRUCTION CONTRACT TO
LEXA CONCRETE, LLC OF HAMMONTON, NJ IN CONNECTION WITH THE 2023
ROADWAY IMPROVEMENTS (CONTRACT I) PROJECT IN THE CITY OF CAMDEN**

WHEREAS, the Council of the City of Camden authorized the Purchasing Agent to receive sealed proposals and bids on August 17, 2023 in the Council Chambers, City Hall, Camden, New Jersey for the 2023 Roadway Improvements (Contract I) Project under Bid #23-11; and

WHEREAS, two (2) bids and proposals were received on August 17, 2023; and

WHEREAS, the Purchasing Agent and the Business Administrator have recommended to the Council of the City of Camden, that the Council award a contract to Lexa Concrete, LLC for the 2023 Roadway Improvements (Contract I) Project in the amount of THREE MILLION ONE HUNDRED SIXTY THOUSAND ONE HUNDRED THREE DOLLARS (\$3,160,103.00); and

WHEREAS, pursuant to the directive of the Division of Local Government Services, a certification has been attached hereto which certifies that the funds for this expenditure are available and appropriated under the state and federal grant budget of the City of Camden under line item(s) "3-01-C2-886-874", and said certification has been signed by the Chief Financial Officer and approved as to form by the City Attorney; now, therefore

BE IT RESOLVED, by the City Council of the City of Camden, that the City Council award a contract to Lexa Concrete, LLC, for an amount not to exceed THREE MILLION ONE HUNDRED SIXTY THOUSAND ONE HUNDRED THREE DOLLARS (\$3,160,103.00), according to Public Contracts Law, P.L. 1971, Chapter 198, and that the Mayor and the City Clerk shall execute said contract on behalf of the City of Camden.

BE IT FURTHER RESOLVED, that pursuant to N.J.S.A. 52:27BBB-23, a true copy of this Resolution shall be forwarded to the State Commissioner of Community Affairs, who shall have ten (10) days from the receipt thereof to veto this Resolution. All notices of veto shall be filed in the Office of the Municipal Clerk.

Date: September 5, 2023

The above has been reviewed
and approved as to form



DANIEL S. BLACKBURN
City Attorney

ANGEL FUENTES
President, City Council

ATTEST: _____
LUIS PASTORIZA
Municipal Clerk

CITY OF CAMDEN

CERTIFICATION AS TO THE AVAILABILITY OF FUNDS

I CERTIFY, DIRECTOR FOR THE FINANCE DEPARTMENT FOR THE CITY OF CAMDEN, THAT WITH RESPECT TO THE AWARD OF A CONTRACT OR EXPENDITURE OF FUNDS TO: LEXA CONCRETE, LLC

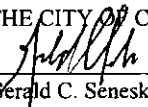
THAT THE FUNDS ARE AVAILABLE AS OF THE DATE OF THIS RESOLUTION/CERTIFICATION, FROM ONE OF THE FOLLOWING:

- BUDGET APPROPRIATION:
AMOUNT:
- APPROPRIATION RESERVE:
AMOUNT: \$
- DEDICATED BY RIDER:
AMOUNT: \$
- RESERVE FOR STATE AND FEDERAL GRANT: 3-01-C2-886-874
AMOUNT \$3,160,103.00
- CAPITAL ORDINANCE
AMOUNT: \$
- TRUST ACCOUNT:
AMOUNT: \$

DETERMINATION OF VALUE CERTIFICATION

I CERTIFY, AS CHIEF FINANCIAL OFFICER, THAT THE ANTICIPATED VALUE OF THE CONTRACT, OVER THE FULL LIFE, WILL BE: \$3,160,103.00

DESCRIPTION OF THE GOODS AND SERVICES TO BE PROCURED: RESOLUTION AUTHORIZING THE AWARD OF A CONSTRUCTION CONTRACT TO LEXA CONCRETE, LLC OF HAMMONTON, NJ IN CONNECTION WITH THE 2023 ROADWAY IMPROVEMENTS (CONTRACT 1) PROJECT IN THE CITY OF CAMDEN



Gerald C. Seneski

Director of Finance

Date: 8/24/23



CITY OF CAMDEN — CITY COUNCIL ACTION REQUEST FORM

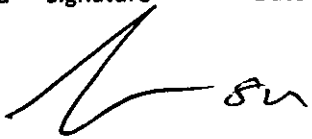
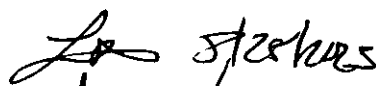
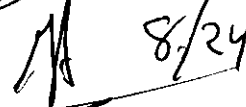

COUNCIL MEETING DATE: SEPTEMBER 5, 2023

TO: City Council
FROM: Director Edward C. Williams (Planning and Development)

TITLE OF ORDINANCE/RESOLUTION: Resolution authorizing the award of a construction contract to Lexa Concrete, LLC, of Hammonton, NJ in connection with the 2023 Roadway Improvements (Contract I) project in the City of Camden.

Point of Contact:	Orion Joyner	Capital Improvements	856.757.7680	orionj@ci.camden.nj.us
	Name	Department-Division- Bureau	Phone	Email

ENDORSEMENTS

	Recommend Approval (Y/N)	Signature	Date	Comments
Responsible Department Director	Y ¹⁸		8/24	
Supporting Department Director (if necessary)				
Director of Grants Management	N			
Qualified Purchasing Agent	Y		8/24	
Director of Finance	Y		8/24	
Approved by: Business Administrator			8/24	
		Signature	Date	

Attachments (list and attach all available):

1. Waiver Request Form Attached for State DCA/DLGS Approval - (If applicable)¹
2. Certification of Funds² (N/A)
3. Addition supporting documents.

"Walk-on" note: All walk-on legislation must be pre-approved by the Business Administrator. The Department Director and Contact Person are jointly responsible for delivering all necessary documents to the City Clerk for distribution at the Council Meeting.

Received by:
City Attorney

Signature Date

¹ For Example: Form "A" - Request for approval of Employees Requiring Advice and Consent of Governing Body, Form "D" - Contract Request, Form "E" - Creation/Extension of Services, Form "G" - Grant Approval, Form "H" - Bond Ordinance or Contract Request, Form "I", "Best Price Insurance Contracting" Model Ordinance

² Mandatory for any financial commitment to the City or expenditure of City Funds.

EXECUTIVE SUMMARY

TITLE OF ORDINANCE/RESOLUTION: Resolution authorizing the award of a construction contract to Lexa Concrete, LLC, of Hammonton, NJ in connection with the 2023 Roadway Improvements (Contract I) project in the City of Camden.

FACTS/BACKGROUND: (Executive level details. Short concise bullets)

- The project involves the improvement of approximate 26 street segments in the City of Camden. This work includes, but is not limited to, milling of the existing asphalt surface, pavement repair, joints sealing in concrete pavement, curb replacement, new inlets, resetting of manholes and vents/valve boxes, replacement of concrete driveway and sidewalk, new ADA compliant curb ramps, new asphalt surface, installation of pavement markings.

AMOUNT OF PROPOSED CONTRACT or TOTAL COST OF PROPOSAL: ~~\$3,160,103.00~~ ^{2k. 3,160,102.85}
Procurement process: BID # 23-11 - received 2 bids on 8/17/2023 1st.

IMPACT STATEMENT:

- Project will improve the overall condition of several roads in the City that are in serious or failing condition. Pedestrian safety will also be addressed with installation of ADA compliant ramps and improved sidewalks.

SUBJECT MATTER EXPERTS/ADVOCATES:

- Remington & Vernick Engineers, Inc

COORDINATION:

- None

Prepared by:

Orion Joyner

856.757.7680/orionj@ci.camden.nj.us

Name

Phone/Email

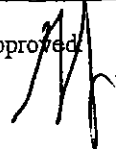
CAMDEN CITY
 520 MARKET STREET
 P O BOX 95120
 CAMDEN, NJ 08101-5120
 TEL (856)757-7000

REQUISITION	
NO.	23-02749

SHIP TO	PLANNING & DEVELOPMENT DIVISION OF CAPITAL IMPROVEMTS 520 MARKET ST. 3RD FL RM 325 CAMDEN, NEW JERSEY 08101
VENDOR	VENDOR #: LEX02 LEXA CONCRETE LLC 11 COMMERCE WAY DR HAMMONTON, NJ 08037


ORDER DATE: 08/23/23
 DELIVERY DATE:
 STATE CONTRACT:
 F.O.B. TERMS:

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	CONSTRUCTION CONTRACT IN CONNECTION WITH 2023 ROADWAY IMPROVEMENTS (CONTRACT 1) PROJECT. (BID #23-11)	2-01-C2-886-874		
			TOTAL	\$ 3,160,103.00 3,160,102.85

Approved: 

 Department Head Date

I hereby certify that the work or supplies specified are necessary for the proper transaction of the business of this bureau or office.



 Receiver of Goods Date 8/23/23

THIS COPY OF THE REQUISITION TO BE FORWARDED TO THE PURCHASING BUREAU

**STATE OF NEW JERSEY
DEPARTMENT OF COMMUNITY AFFAIRS
DIVISION OF LOCAL GOVERNMENT SERVICES
CONTRACT REQUEST FORM**

This form must be filled out in its entirety and is intended to provide the Division with appropriate information to determine whether to approve a new or extended service. Please provide any additional information you believe will help the Division make an informed decision.

Municipality	City of Camden
--------------	----------------

Professional Service or EUS Type	Award of Construction Contract
Name of Vendor	Lexa Concrete, LLC.
Purpose or Need for service:	Award of Construction Contract for 2023 Roadway Improvements (Contract I) project in the City of Camden.
Contract Award Amount	\$3,160,103.00 \$3,160,102.35
Term of Contract	
Temporary or Seasonal	N/A
Grant Funded (attach appropriate documentation allowing for service through grant funds)	No
Please explain the procurement process (i.e. bids, RFQ, competitive contracting, etc.)	Bids received Bid #23-11
Were other proposals received? If so, please attach the names and amounts for each proposal received?	Yes South state \$3,425,099.35

Please attach the RFP, evaluation memoranda or evaluation forms used to evaluate the vendors and a list of all bidders and the bid amounts associated with each bidder.

If the lowest bidder was not selected, please have the appropriate personnel sign the certification on page 2.

Mayor's Signature*

Date _____

Business Administrator/Manager Signature

Date _____

*For direct appointments of the Governing Body, Council President or at the discretion of the Director, the most senior member of the Governing Body may sign the waiver in lieu of the Mayor.

The Chief Financial Officer affirms that there is adequate funding available for this personnel action.



Chief Financial Officer Signature

I certify that the vendor selected is in compliance with the adopted Pay to Play Ordinance and that the vendor was notified of any restrictions with respect to campaign contributions.

Certifying Officer

NA JP.

Date 8/25/2023

For LGS use only:

Approved

Denied

Date

Director or Designee,
Division of Local Government Services

Number Assigned _____

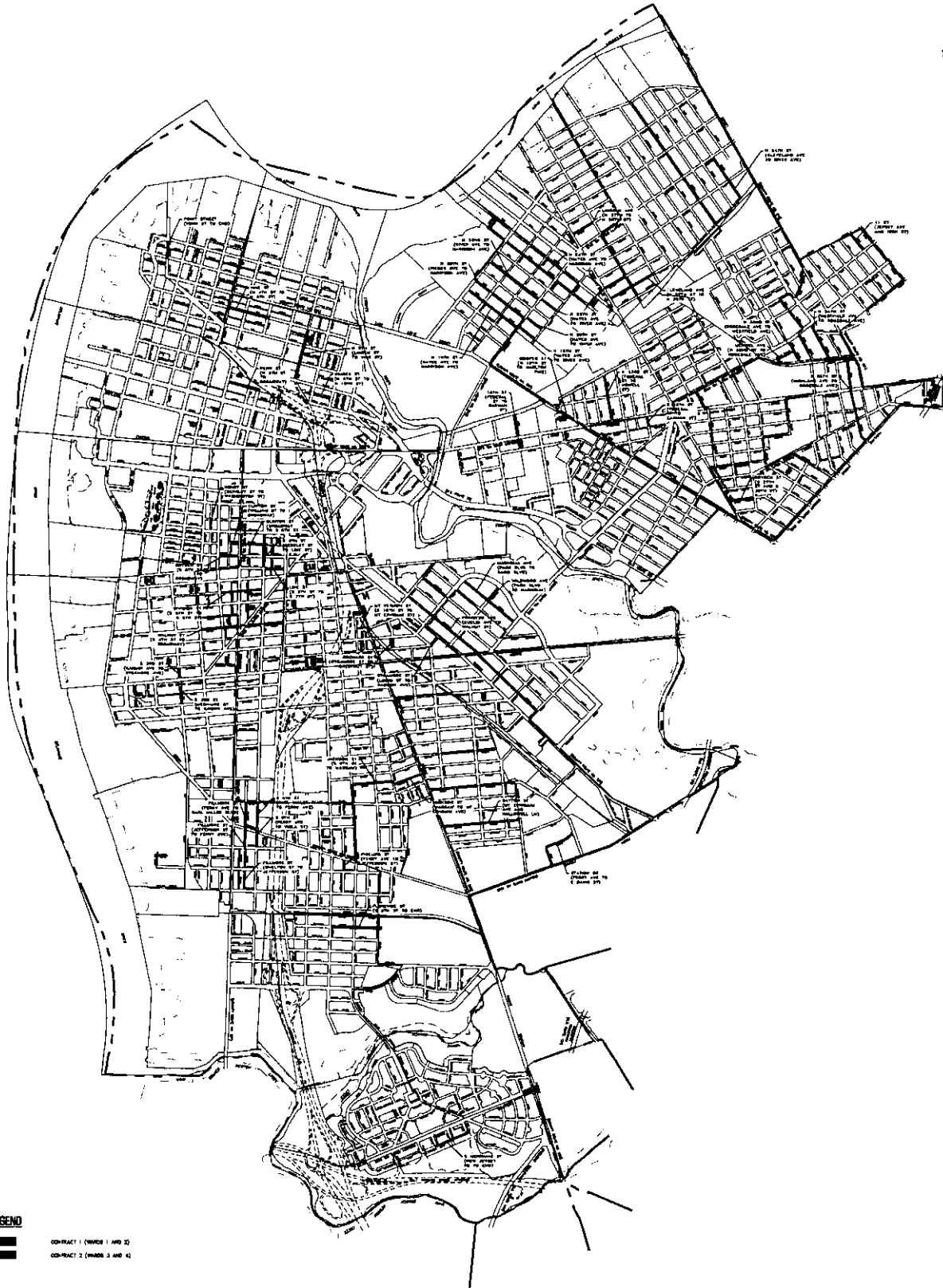
2023 City of Camden Roadway Improvements List Contracts I

<u>No.</u>	<u>Road</u>	<u>Limits</u>
1	Mt. Vernon Street	S 10th St to Mt. Ephraim Ave
2	Walnut Street	S 4th to Broadway
3	Clinton Street	William St to Broadway
4	Clinton Street	Broadway to S 6th St
5	Henry Street	Berley St to Washington St
6	Ramona Gonzalez Street	S 5th St to S 7th St
7	Line Street	S 6th St to S 7th St
8	S 3rd Street	Dr. Charles Brimm Blvd to Sycamore St
9	S 3rd Street	Mechanic St to Dr. Charles Brimm Blvd
10	Royden Street	S 5th St to Broadway
11	S 6th Street	Berley St to Line St
12	S Merrimac Road	New Jersey Rd to terminus
13	Jackson Street	S 9th St to Mt Ephraim Ave
14	Filmore Street	Chelton St to Ferry Ave
15	Filmore Street	Ferry Ave to Carl Miller Blvd
16	S 6th Street	Carl Miller Blvd to Ferry Ave
17	S 6th Street	Ferry Ave to Viola St
18	Phillips Street	Ferry Ave to Jefferson St
19	Magnolia Avenue	Park Blvd to Baird Blvd
20	Princess Avenue	Euclid Ave to Walnut St
21	Station Drive	Ferry Ave to E. Davis St
22	Orchard Street	Sycamore St to Chestnut St
23	Sycamore Street	Louis St to Haddon Ave
24	Wildwood Avenue	Park Blvd to Magnolia Ave
25	Dayton Street	Mt. Ephraim Ave to Hallowell Lane
26	Florence Street	S 8th St to terminus

2023 City of Camden Roadway Improvements List Contract I

<u>No.</u>	<u>Road</u>	<u>Limits</u>
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26	Florence Street	S 8th St to terminus

2023 PAVING IMPROVEMENTS LOCATION MAP



LEGEND
CONTRACT 1 (WINGS 1 AND 2)
CONTRACT 2 (WINGS 3 AND 4)

PROJECT LOCATION MAP
NYA

RVE ENGINEERING & SURVEYING CORPORATION
1000 ROUTE 9W, SUITE 200
ROSELAND, NJ 07068
TEL: 201-991-1100
WWW.RVE-INC.COM

23-11 - 2023 ROADWAY IMPROVEMENT PROGRAM - CONTRACT I

Opening Date: August 1, 2023 1:00 PM

Closing Date: August 17, 2023 11:00 AM

Vendor Details

Company Name: Lexa Concrete, LLC
Does your company conduct business under any other name? If yes, please state: NO
Address: 11 Commerce Way Drive
Hammonton, NJ 08037
Contact: Alex Gherardi
Email: lexaconcrete@aol.com
Phone: 609-704-5293
Fax: 609-704-5355
HST#: ██████████

Submission Details

Created On: Wednesday August 16, 2023 06:46:18
Submitted On: Thursday August 17, 2023 06:16:57
Submitted By: Alex Gherardi
Email: lexaconcrete@aol.com
Transaction #: 673e8ed8-44b7-4361-99d1-5c0c6b15bd20
Submitter's IP Address: 73.160.240.52

Schedule of Prices

The Respondent hereby Bids and offers to enter into the Contract referred to and to supply and perform all or any part of the Work which is set out or called for in these specifications, at the unit prices, and/or lump sums, hereinafter stated.

*Denotes a "MANDATORY" field

Do not enter \$0.00 dollars unless you are providing the line item at zero dollars to the Owner.

If the line item and/or table is "NON-MANDATORY" and you are not bidding on it, leave the table and/or line item blank. Do not enter a \$0.00 dollar value.

BASE BID

The undersigned hereby declare(s) that he (it, they) has (have) carefully examined the Advertisement, Proposal, Information for Bidders, General Conditions, Construction Specifications, Supplementary Specifications, Appendix, Drawings, Plans and Form of Contract and Bond for the Project named above; that he (it, they) has (have) carefully examined the sites of the Project, and that he (it, they) will contract to carry out and complete said Project, as specified and delineated at the price per unit of measure for each scheduled item of work stated in the Schedule of Prices following.

It is understood that the quantities stated in this Schedule of Prices for the various items are estimates only and may be increased or decreased as provided in the Specifications.

Bids will be compared on the basis of the TOTAL AMOUNT OF BID. The TOTAL AMOUNT OF BID is defined as the sum of the Total Price Bid for Each Item.

Where the price in figures differs from the price in words, the price in words will be accepted as the amount bid and amounts computed and adjusted accordingly.

Estimated quantities where given, are approximate and are for the purpose of rating the proposals only.

The Owner reserves the right to omit or add to the construction of any portion or portions of the work heretofore enumerated or shown on the plans.

Furthermore, the Owner reserves the right to omit in its entirety any one or more items of this Contract without forfeiture of Contract or claims for loss of anticipated profits or any other claims by the Contractor on account of such omissions.

The bidder, by submitting a response to this solicitation, hereby agrees to complete all of the work shown or specified within Contract Time: **One Hundred and Twenty (120) Calendar Days** from the date of the receipt of written notice to begin work, and (it, they) further agree(s) that the City may retain from the monies that are or may become due for each and every day, where the completion of the work may be delayed as stipulated below:

Schedule of Liquidated Damages:

- One (1) to Fifteen (15) Days: **\$500 per calendar day**
- Sixteen (16) to Thirty (30) Days: **\$1,000.00 per calendar day**
- Greater Than Thirty (30) Days: **\$2,000.00 per calendar day**

And such amount so to be retained is hereby agreed to be for the costs of the Inspection and Engineering as liquidated damages accruing to the City of Camden incident to such delay. Also, refer to the General Conditions.

Prospective bidders are hereby informed that substantial completion of the project shall be no later than December 1st, 2023.

Prospective bidders are hereby informed that work for the 2023 Roadway Improvement Program Contract I and work for the 2023 Roadway Improvement Program Contract II are intended to occur simultaneously. If one bidder is the successful bidder on both contracts, the bidder shall provide proof that both projects can be worked on simultaneously to meet the project completion date.

Item	Description	Units	Est. Qty	Unit Price in words dollars and cents	Unit Price in Numerals *	Total
1	BREAKAWAY BARRICADES, IF & WHERE DIRECTED	UN	20		\$1.0000	\$ 20.00
2	DRUMS, IF & WHERE DIRECTED	UN	50		\$1.0000	\$ 50.00
3	TRAFFIC CONE, IF & WHERE DIRECTED	UN	300		\$20.0000	\$ 6,000.00
4	CONSTRUCTION SIGN, IF & WHERE DIRECTED	SF	250		\$10.0000	\$ 2,500.00
5	PORTABLE VARIABLE MESSAGE SIGN	UN	5		\$1.0000	\$ 5.00
10	ROADWAY EXCAVATION	CY	465		\$75.0000	\$ 34,875.00
11	HMA MILLING, 3" OR LESS	SY	45770		\$7.0000	\$ 320,390.00
12	HMA MILLING, MORE THAN 3" TO 6"	SY	1235		\$11.0000	\$ 13,585.00
13	HMA MILLING, MORE THAN 6" TO 9"	SY	1560		\$13.0000	\$ 20,280.00
14	HOT MIX ASPHALT PAVEMENT REPAIR, IF & WHERE DIRECTED	SY	3500		\$0.0100	\$ 35.00
15	SAWCUTTING, IF & WHERE DIRECTED	LF	4000		\$2.0000	\$ 8,000.00
16	TACK COAT	GAL	7585		\$0.0100	\$ 75.85
18	DENSE GRADED AGGREGATE BASE COURSE, 6" THICK	SY	1445		\$10.0000	\$ 14,450.00
19	HOT MIX ASPHALT 12.5 M 64 LEVELING COURSE, IF & WHERE DIRECTED	TON	500		\$0.0100	\$ 5.00
20	HOT MIX ASPHALT 12.5 M 64 SURFACE COURSE, 2" THICK	TON	5930		\$115.0000	\$ 681,950.00
21	HOT MIX ASPHALT 19 M 64 BASE COURSE, 2" THICK	TON	130		\$110.0000	\$ 14,300.00
22	HOT MIX ASPHALT 19 M 64 BASE COURSE, 4" THICK	TON	705		\$110.0000	\$ 77,550.00
23	FULL DEPTH CONCRETE PAVEMENT BASE REPAIR, CONCRETE CLASS B, IF & WHERE DIRECTED	SY	100		\$300.0000	\$ 30,000.00
24	SEALING EXISTING JOINTS IN CONCRETE PAVEMENT, IF & WHERE DIRECTED	SY	2050		\$7.0000	\$ 14,350.00
25	BICYCLE SAFE GRATE, CAMPBELL FOUNDRY, MODEL NO. 2618, OR APPROVED EQUAL	UN	5		\$500.0000	\$ 2,500.00
26	CURB PIECE, ECO, TYPE 'N-ECO', CAMPBELL FOUNDRY, OR APPROVED EQUAL	UN	1		\$500.0000	\$ 500.00
27	INLET, TYPE A, WITH TRAP	UN	48		\$10,000.0000	\$ 480,000.00
28	INLET, TYPE B, WITH TRAP	UN	2		\$11,000.0000	\$ 22,000.00

29	INLET, TYPE B, MODIFIED, WITH TRAP	UN	1		\$14,000.0000	\$ 14,000.00
30	SET INLET, TYPE A, NEW CASTING	UN	3		\$2,000.0000	\$ 6,000.00
31	SET INLET, TYPE A, EXISTING CASTING	UN	2		\$2,000.0000	\$ 4,000.00
32	SET INLET, TYPE B, NEW CASTING	UN	2		\$2,000.0000	\$ 4,000.00
34	SET INLET, TYPE E, NEW CASTING	UN	6		\$2,000.0000	\$ 12,000.00
35	RECONSTRUCT CITY INLET, USING NEW TYPE A CASTING, IF & WHERE DIRECTED	UN	15		\$4,000.0000	\$ 60,000.00
36	RECONSTRUCT INLET, TYPE A, USING NEW CASTING	UN	2		\$4,000.0000	\$ 8,000.00
37	RECONSTRUCT INLET, TYPE E, USING NEW CASTING	UN	6		\$5,000.0000	\$ 30,000.00
38	RESET MANHOLE, USING NEW CASTING	UN	110		\$1,200.0000	\$ 132,000.00
39	RESET MANHOLE, USING EXISTING CASTING	UN	15		\$800.0000	\$ 12,000.00
40	CONCRETE SIDEWALK, 5" THICK	SY	2060		\$180.0000	\$ 370,800.00
41	DETECTABLE WARNING SURFACES, (ADA SOLUTIONS, MODEL #2460, COLOR SAFETY RED, OR APPROVED EQUAL)	SY	210		\$300.0000	\$ 63,000.00
42	BRICK PAVERS	SY	45		\$350.0000	\$ 15,750.00
43	RESET BRICK PAVERS	SY	20		\$250.0000	\$ 5,000.00
44	CONCRETE DRIVEWAY, REINFORCED, 6" THICK	SY	95		\$160.0000	\$ 15,200.00
45	RESET GRANITE CURB	LF	175		\$50.0000	\$ 8,750.00
46	RESET SLATE CURB	LF	230		\$80.0000	\$ 13,800.00
47	GRANITE CURB	LF	35		\$500.0000	\$ 17,500.00
48	7"X8"X18" CONCRETE VERTICAL CURB	LF	3765		\$80.0000	\$ 301,200.00
50	TRAFFIC MARKING LINES, 6"	LF	7160		\$1.2000	\$ 8,592.00
51	TRAFFIC MARKING LINES, 24"	LF	730		\$5.0000	\$ 3,650.00
52	REGULATORY AND WARNING SIGNS, IF & WHERE DIRECTED	SF	15		\$70.0000	\$ 1,050.00
53	RESET WATER VALVE BOX	UN	100		\$100.0000	\$ 10,000.00
54	RESET WATER VALVE BOX, NEW CASTING	UN	10		\$200.0000	\$ 2,000.00
55	RESET GAS VALVE BOX	UN	50		\$100.0000	\$ 5,000.00
56	TREE REMOVAL, OVER 12" TO 24" DIAMETER	UN	1		\$1,800.0000	\$ 1,800.00
57	TREE REMOVAL, OVER 24" TO 36" DIAMETER	UN	14		\$2,400.0000	\$ 33,600.00
58	TREE REMOVAL, OVER 36" DIAMETER	UN	8		\$3,000.0000	\$ 24,000.00
59	STUMP REMOVAL	UN	3		\$200.0000	\$ 600.00
60	BORROW TOPSOIL	CY	65		\$1.0000	\$ 65.00
61	TOPSOIL SPREADING, 4" THICK	SY	170		\$10.0000	\$ 1,700.00
62	FERTILIZING & SEEDING, TYPE A-3	SY	170		\$10.0000	\$ 1,700.00
					Subtotal:	\$ 2,929,977.85

BASE BID - (Allowances)

The undersigned hereby declare(s) that he (it, they) has (have) carefully examined the Advertisement, Proposal, Information for Bidders, General Conditions, Construction Specifications, Supplementary Specifications, Appendix, Drawings, Plans and Form of Contract and Bond for the Project named above; that he (it, they) has (have) carefully examined the sites of the Project, and that he (it, they) will contract to carry out and complete said Project, as specified and delineated at the price per unit of measure for each scheduled item of work stated in the Schedule of Prices following.

It is understood that the quantities stated in this Schedule of Prices for the various items are estimates only and may be increased or decreased as provided in the Specifications.

Bids will be compared on the basis of the TOTAL AMOUNT OF BID. The TOTAL AMOUNT OF BID is defined as the sum of the Total Price Bid for Each Item.

Where the price in figures differs from the price in words, the price in words will be accepted as the amount bid and amounts computed and adjusted accordingly.

Estimated quantities where given, are approximate and are for the purpose of rating the proposals only.

The Owner reserves the right to omit or add to the construction of any portion or portions of the work heretofore enumerated or shown on the plans.

Furthermore, the Owner reserves the right to omit in its entirety any one or more items of this Contract without forfeiture of Contract or claims for loss of anticipated profits or any other claims by the Contractor on account of such omissions.

The bidder, by submitting a response to this solicitation, hereby agrees to complete all of the work shown or specified within Contract Time: **One Hundred and Twenty (120) Calendar Days** from the date of the receipt of written notice to begin work, and (it, they) further agree(s) that the City may retain from the monies that are or may become due for each and every day, where the completion of the work may be delayed as stipulated below:

Schedule of Liquidated Damages:

- One (1) to Fifteen (15) Days: **\$500 per calendar day**
- Sixteen (16) to Thirty (30) Days: **\$1,000.00 per calendar day**
- Greater Than Thirty (30) Days: **\$2,000.00 per calendar day**

And such amount so to be retained is hereby agreed to be for the costs of the Inspection and Engineering as liquidated damages accruing to the City of Camden incident to such delay. Also, refer to the General Conditions.

Prospective bidders are hereby informed that substantial completion of the project shall be no later than December 1st, 2023.

Prospective bidders are hereby informed that work for the 2023 Roadway Improvement Program Contract I and work for the 2023 Roadway Improvement Program Contract II are intended to occur simultaneously. If one bidder is the successful bidder on both contracts, the bidder shall provide proof that both projects can be worked on simultaneously to meet the project completion date.

Item	Description	Units	Est. Qty	Unit Price in words dollars and cents	Unit Price in Numerals	Total
6	TRAFFIC SAFETY OFFICERS, IF & WHERE DIRECTED	HR	1250	Eighty-Three Dollars and Ninety-Three Cents	\$83.9300	\$ 104,912.50
7	TRAFFIC DIRECTOR, FLAGGER, IF & WHERE DIRECTED	HR	1250	Eighty-Three Dollars and Ninety-Three Cents	\$83.9300	\$ 104,912.50
8	FUEL PRICE ADJUSTMENT	DOLL	1	Eight-Thousand Four-Hundred Dollars and Zero Cents	\$8,400.0000	\$ 8,400.00
9	ASPHALT PRICE ADJUSTMENT	DOLL	1	Eleven-Thousand Nine-Hundred Dollars and Zero Cents	\$11,900.0000	\$ 11,900.00
Subtotal:						\$ 230,125.00

Summary Table

Bid Form	Amount
BASE BID	\$ 2,928,877.85
BASE BID - (Allowances)	\$ 230,125.00
Subtotal Contract Amount:	\$ 3,160,102.85

BID #23-11 - 2023 ROADWAY IMPROVEMENT PROGRAM - CONTRACT I

Company Name	Primary Contact	Email	Submission Status
Asphalt Paving Systems, Inc.	Potter, Donald	don@asphaltpavingsystems.com	Incomplete
Earle Asphalt Company	Rasmussen, Stephanie	srasmussen@earleco.com	Registered Submitted
Lexa Concrete, LLC	Gherardi, Alex	lexaconcrete@aol.com	Thu Aug 17, 2023 6:16:57 AM
Paving Plus, LLC	Putz, Joy	admin@pavingplusllc.com	Registered Submitted
South State, Inc.	Landolfi, Jordan	Estimating@southstateinc.com	Thu Aug 17, 2023 8:34:20 AM
The Proposal Lab	Lacey, Justin	hello@theproposallab.com	Registered
Think Pavers Hardscaping	Yeager, Meggin	myeager@thinkpavers.com	Registered

BID 23-11 - 2023 ROADWAY IMPROVEMENT PROGRAM - CONTRACT 1

Item	Description	Units	Est. Qty	Unit Price in words dollars and cents	Lexa Concrete, LLC		South State, Inc.	
					Submission 1	Submission 1	Submission 1	Submission 1
					Unit Price In Numerals	Total	Unit Price In Numerals	Total
1	BREAKAWAY BARRICADES IF & WHERE DIRECTED	UN	20	\$ 1.0000	\$20.00	\$ 1.0000	\$20.00	
2	DRUMS IF & WHERE DIRECTED	UN	50	\$ 1.0000	\$50.00	\$ 1.0000	\$50.00	
3	TRAFFIC CONE IF & WHERE DIRECTED	UN	300	\$ 20.0000	\$6,000.00	\$ 1.0000	\$300.00	
4	CONSTRUCTION SIGN IF & WHERE DIRECTED	SF	250	\$ 10.0000	\$2,500.00	\$ 1.0000	\$250.00	
5	PORTABLE VARIABLE MESSAGE SIGN	UN	5	\$ 1.0000	\$5.00	\$ 1.0000	\$5.00	
6	TRAFFIC SAFETY OFFICERS IF & WHERE DIRECTED	HR	1250	\$ 83.9300	\$104,912.50	\$ 83.9300	\$104,912.50	
7	TRAFFIC DIRECTOR FLAGGER IF & WHERE DIRECTED	HR	1250	\$ 83.9300	\$104,912.50	\$ 83.9300	\$104,912.50	
8	FUEL PRICE ADJUSTMENT	DOLL	1	\$ 8,400.0000	\$8,400.00	\$ 8,400.0000	\$8,400.00	
9	ASPHALT PRICE ADJUSTMENT	DOLL	1	\$ 11,900.0000	\$11,900.00	\$ 11,900.0000	\$11,900.00	
10	ROADWAY EXCAVATION	CY	465	\$ 75.0000	\$34,875.00	\$ 70.0000	\$32,550.00	
11	HMA MILLING 3" OR LESS	SY	45770	\$ 7.0000	\$320,390.00	\$ 10.5000	\$480,585.00	
12	HMA MILLING MORE THAN 3" TO 6"	SY	1235	\$ 11.0000	\$13,585.00	\$ 20.0000	\$24,700.00	
13	HMA MILLING MORE THAN 6" TO 9"	SY	1560	\$ 13.0000	\$20,280.00	\$ 20.0000	\$31,200.00	
14	HOT MIX ASPHALT PAVEMENT REPAIR IF & WHERE DIRECTED	SY	3500	\$ 0.0100	\$35.00	\$ 0.0100	\$35.00	
15	SAWCUTTING IF & WHERE DIRECTED	LF	4000	\$ 2.0000	\$8,000.00	\$ 0.0100	\$40.00	
16	TACK COAT	SY	7585	\$ 0.0100	\$75.85	\$ 0.0100	\$75.85	
18	DENSE GRADED AGGREGATE BASE COURSE 6" THICK	SY	1445	\$ 10.0000	\$14,450.00	\$ 10.0000	\$14,450.00	
19	HOT MIX ASPHALT 12.5 M 64 LEVELING COURSE IF & WHERE DIRECTED	TON	500	\$ 0.0100	\$5.00	\$ 0.0100	\$5.00	
20	HOT MIX ASPHALT 12.5 M 64 SURFACE COURSE 2" THICK	TON	5930	\$ 115.0000	\$681,950.00	\$ 125.0000	\$741,250.00	
21	HOT MIX ASPHALT 19 M 64 BASE COURSE 2" THICK	TON	130	\$ 110.0000	\$14,300.00	\$ 125.0000	\$16,250.00	
22	HOT MIX ASPHALT 19 M 64 BASE COURSE 4" THICK	TON	705	\$ 110.0000	\$77,550.00	\$ 125.0000	\$88,125.00	
23	FULL DEPTH CONCRETE PAVEMENT BASE REPAIR CONCRETE CLASS B IF & WHERE DIRECTED	SY	100	\$ 300.0000	\$30,000.00	\$ 25.0000	\$2,500.00	
24	SEALING EXISTING JOINTS IN CONCRETE PAVEMENT IF & WHERE DIRECTED	SY	2050	\$ 7.0000	\$14,350.00	\$ 1.0000	\$2,050.00	
25	BICYCLE SAFE GRATE CAMPBELL FOUNDRY MODEL NO. 2618 OR APPROVED EQUAL	UN	5	\$ 500.0000	\$2,500.00	\$ 500.0000	\$2,500.00	
26	CURB PIECE ECO TYPE N-ECCO CAMPBELL FOUNDRY OR APPROVED EQUAL	UN	1	\$ 500.0000	\$500.00	\$ 1,000.0000	\$1,000.00	
27	INLET TYPE A WITH TRAP	UN	48	\$ 10,000.0000	\$480,000.00	\$ 11,000.0000	\$528,000.00	
28	INLET TYPE B WITH TRAP	UN	2	\$ 11,000.0000	\$22,000.00	\$ 11,000.0000	\$22,000.00	
29	INLET TYPE B MODIFIED WITH TRAP	UN	1	\$ 14,000.0000	\$14,000.00	\$ 15,000.0000	\$15,000.00	
30	SET INLET TYPE A NEW CASTING	UN	3	\$ 2,000.0000	\$6,000.00	\$ 1,300.0000	\$3,900.00	
31	SET INLET TYPE A EXISTING CASTING	UN	2	\$ 2,000.0000	\$4,000.00	\$ 600.0000	\$1,200.00	
32	SET INLET TYPE B NEW CASTING	UN	2	\$ 2,000.0000	\$4,000.00	\$ 1,800.0000	\$3,600.00	
34	SET INLET TYPE E NEW CASTING	UN	6	\$ 2,000.0000	\$12,000.00	\$ 1,900.0000	\$11,400.00	
35	RECONSTRUCT CITY INLET USING NEW TYPE A CASTING IF & WHERE DIRECTED	UN	15	\$ 4,000.0000	\$60,000.00	\$ 15,000.0000	\$225,000.00	
36	RECONSTRUCT INLET TYPE A USING NEW CASTING	UN	2	\$ 4,000.0000	\$8,000.00	\$ 2,000.0000	\$4,000.00	
37	RECONSTRUCT INLET TYPE E USING NEW CASTING	UN	6	\$ 5,000.0000	\$30,000.00	\$ 2,000.0000	\$12,000.00	
38	RESET MANHOLE USING NEW CASTING	UN	110	\$ 1,200.0000	\$132,000.00	\$ 1,200.0000	\$132,000.00	
39	RESET MANHOLE USING EXISTING CASTING	UN	15	\$ 800.0000	\$12,000.00	\$ 400.0000	\$6,000.00	

Item	Description	Units	Est. Qty	Unit Price in words, dollars and cents	Lena Concrete, LLC		South State, Inc.	
					Submission 1	Submission 1	Submission 1	Submission 1
					Unit Price in Numerals	Total	Unit Price in Numerals	Total
40	CONCRETE SIDEWALK 5" THICK	SY	2060		\$ 180.0000	\$370,800.00	\$ 150.0000	\$309,000.00
41	DETECTABLE WARNING SURFACES (ADA SOLUTIONS MODEL #2460 COLOR SAFETY RED OR APPROVED EQUAL)	SY	210		\$ 300.0000	\$63,000.00	\$ 300.0000	\$63,000.00
42	BRICK PAVERS	SY	45		\$ 350.0000	\$15,750.00	\$ 360.0000	\$16,200.00
43	RESET BRICK PAVERS	SY	20		\$ 250.0000	\$5,000.00	\$ 225.0000	\$4,500.00
44	CONCRETE DRIVEWAY REINFORCED 6" THICK	SY	95		\$ 160.0000	\$15,200.00	\$ 160.0000	\$15,200.00
45	RESET GRANITE CURB	LF	175		\$ 50.0000	\$8,750.00	\$ 45.0000	\$7,875.00
46	RESET SLATE CURB	LF	230		\$ 60.0000	\$13,800.00	\$ 60.0000	\$13,800.00
47	GRANITE CURB	LF	35		\$ 500.0000	\$17,500.00	\$ 300.0000	\$10,500.00
48	7"x8"x18" CONCRETE VERTICAL CURB	LF	3765		\$ 80.0000	\$301,200.00	\$ 80.0000	\$301,200.00
50	TRAFFIC MARKING LINES 6"	LF	7160		\$ 1.2000	\$8,592.00	\$ 1.2000	\$8,592.00
51	TRAFFIC MARKING LINES 24"	SF	15		\$ 5.0000	\$3,650.00	\$ 5.0000	\$3,650.00
52	REGULATORY AND WARNING SIGNS IF & WHERE DIRECTED	UN	100		\$ 70.0000	\$1,050.00	\$ 45.0000	\$675.00
53	RESET WATER VALVE BOX NEW CASTING	UN	10		\$ 100.0000	\$1,000.00	\$ 0.0100	\$1.00
54	RESET WATER VALVE BOX	UN	50		\$ 200.0000	\$2,000.00	\$ 300.0000	\$3,000.00
55	RESET GAS VALVE BOX	UN	1		\$ 100.0000	\$5,000.00	\$ 0.0100	\$0.50
56	TREE REMOVAL OVER 12" TO 24" DIAMETER	UN	1		\$ 1,600.0000	\$1,600.00	\$ 3,000.0000	\$3,000.00
57	TREE REMOVAL OVER 24" TO 36" DIAMETER	UN	14		\$ 2,400.0000	\$33,600.00	\$ 3,600.0000	\$50,400.00
58	TREE REMOVAL OVER 36" DIAMETER	UN	8		\$ 3,000.0000	\$24,000.00	\$ 4,500.0000	\$36,000.00
59	STUMP REMOVAL	UN	3		\$ 200.0000	\$600.00	\$ 350.0000	\$1,050.00
60	BORROW TOPSOIL	CY	65		\$ 1.0000	\$65.00	\$ 50.0000	\$3,250.00
61	TOPSOIL SPREADING 4" THICK	SY	170		\$ 10.0000	\$1,700.00	\$ 10.0000	\$1,700.00
62	FERTILIZING & SEEDING TYPE A-3	SY	170		\$ 10.0000	\$1,700.00	\$ 2.0000	\$340.00
Subtotal:						\$3,160,102.85		\$3,485,099.35

**CITY OF CAMDEN
ADVERTISEMENT OF BID**

BY VIRTUE of the power of the City of Camden, the Purchasing Agent is hereby authorized to receive electronic Bid Submissions on August 17, 2023 @ 11:00 a.m. via the City's E-Procurement Portal, Bids&Tenders. Only electronic bids shall be accepted for:

**BID #23-11
2023 ROADWAY IMPROVEMENT
PROGRAM
CONTRACT I**

**BID #23-12
2023 ROADWAY IMPROVEMENT
PROGRAM
CONTRACT II**

SPECIFICATIONS, Drawings, Contract Documents may be obtained via the City's Bidding System, Bids&Tenders at <https://camden.bidsandtenders.net/Module/Tenders/en>. Bids must be submitted electronically through this platform before the designated date and time of the opening. No Bidder may submit more than one bid. Any bid received after 11:00 am shall not be accepted in the Bids&Tenders system.

The City will open and broadcast the bid opening at 11:00 am on August 17, 2023 in City Council Chambers, Second Floor, City Hall, Sixth and Market Streets, Camden, New Jersey. Bidders can log in to their registered account at this time for the bid results.

The bid opening is also viewable remotely at the following Zoom Video Communication link (or phone number), meeting ID and Password:

Link: <https://zoom.us/j/92034835567?pwd=NWl2cUwvUvt6WDFFS2N3ZlHSWUVoZz09>
Meeting ID: 920 3483 5567
Passcode: 443771
Phone Number: 1(646) 876-9923

Each bid must be accompanied by Certified Check, Cashier's Check or Bid Bond to the order of the City of Camden, in the amount equal to ten percent (10%) of the sum of the bid but not in excess of \$20,000.00 together with a non-collusion affidavit. Bid Bonds may be submitted electronically via a digital bond within the Bids&Tenders solicitation or uploaded in the document section of the solicitation. Paper bid bonds, certified checks or cashier's checks payable to the City of Camden may be mailed or dropped off in a sealed envelope bearing the name and address of the bidder and contract description on the outside to: Purchasing Agent C/O City Clerk, City of Camden City Hall, Room 105, Sixth and Market Streets, Camden, New Jersey. Regardless of the method of submission, bid bond must be received by Purchasing prior to the bid opening.

The Bidder to whom the City of Camden proposes to award the Contract will be required to furnish Performance, Maintenance, and Payment Bonds and the necessary insurance certificates as prescribed in the specifications upon the execution of the Contract.

Bidders must submit complete and detailed specifications of the product or service, which Bidder proposes to supply.

The right to reject all bids pursuant to N.J.S.A. 40A:11-13.2 and to award the contract to the lowest responsive, responsible bidder in accordance with applicable law is expressly reserved by the authority of the City Council of the City of Camden.

In order to perform public work, the Successful Bidder and Subcontractors prior to contract award shall hold or obtain such licenses as required by State Statutes, and federal and local Laws and Regulations.

The Bidder must produce cur-

Laws and Regulations.

The Bidder must produce current "Certificates of Registration" from the New Jersey Department of Labor and Workforce Development for itself and each of its subcontractors.

The attention of Bidders is particularly called to the requirements as to the conditions of employment to be observed and the minimum wage rates to be paid under the contracts as determined by the New Jersey Department of Labor and Workforce Development (N.J.S.A. 34:11-56.25 et seq.) and/or with the provisions of the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

Bidders are also required to comply with the requirements of Affirmative Action Regulation of N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127) and Affirmative Action Compliance NJAC 17:27-1 et seq.

Any questions concerning technical issues with the City's Bids&Tenders electronic bidding system contact support@bidsandtenders.ca.

Lateefah Chandler
Purchasing Agent

August 1, 2023
(\$82.67)

006795185-01

Certificate Number
666724

Registration Date: 02/05/2023
Expiration Date: 02/04/2025



State of New Jersey

Department of Labor and Workforce Development
Division of Wage and Hour Compliance

Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

LEX CONCRETE LLC
2023

Responsible Representative(s):
Alex O Gherardi, Managing Member

Handwritten signature of Robert Asaro-Angelo in black ink.

Robert Asaro-Angelo, Commissioner
Department of Labor and Workforce Development

NON TRANSFERABLE

This certificate may not be transferred or assigned
and may be revoked for cause by the Commissioner
of Labor and Workforce Development.



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: LEXA CONCRETE LLC
Trade Name:
Address: 11 COMMERCE WAY DR
HAMMONTON, NJ 08037
Certificate Number: 1460456
Effective Date: January 21, 2009
Date of Issuance: August 26, 2023

For Office Use Only:
20230826121712255

R-2

DB:dh
09-05-23

RESOLUTION AUTHORIZING THE AWARD OF A CONSTRUCTION CONTRACT TO SOUTH STATE, INC., BRIDGTON, NEW JERSEY 08302 IN CONNECTION WITH THE 2023 ROADWAY IMPROVEMENTS (CONTRACT II) PROJECT IN THE CITY OF CAMDEN

WHEREAS, the Council of the City of Camden authorized the Purchasing Agent to receive sealed proposals and bids on August 17, 2023 in the Council Chambers, City Hall, Camden, New Jersey for the 2023 Roadway Improvements (Contract II) Project under Bid #23-12; and

WHEREAS, one (1) bid and proposal was received on August 17, 2023; and

WHEREAS, the Purchasing Agent and the Business Administrator have recommended to the Council of the City of Camden, that the Council award a contract to South State, Inc., for the 2023 Roadway Improvements (Contract II) Project in the amount of TWO MILLION EIGHT HUNDRED THIRTY-FIVE THOUSAND NINE HUNDRED SEVEN DOLLARS AND EIGHTY-THREE CENTS (\$2,835,907.83); and


WHEREAS, pursuant to the directive of the Division of Local Government Services, a certification has been attached hereto which certifies that the funds for this expenditure are available and appropriated under the state and federal grant budget of the City of Camden under line item(s) "3-01-C2-886-874", and said certification has been signed by the Chief Financial Officer and approved as to form by the City Attorney; now, therefore

BE IT RESOLVED, by the City Council of the City of Camden, that the City Council award a contract to South State, Inc., for an amount not to exceed TWO MILLION EIGHT HUNDRED THIRTY-FIVE THOUSAND NINE HUNDRED SEVEN DOLLARS AND EIGHTY-THREE CENTS (\$2,835,907.83), according to Public Contracts Law, P.L. 1971, Chapter 198, and that the Mayor and the City Clerk shall execute said contract on behalf of the City of Camden.

BE IT FURTHER RESOLVED, that pursuant to N.J.S.A. 52:27BBB-23, a true copy of this Resolution shall be forwarded to the State Commissioner of Community Affairs, who shall have ten (10) days from the receipt thereof to veto this Resolution. All notices of veto shall be filed in the Office of the Municipal Clerk.

Date: September 5, 2023

The above has been reviewed and approved as to form



DANIEL S. BLACKBURN
City Attorney

ANGEL FUENTES
President, City Council

ATTEST: _____
LUIS PASTORIZA
Municipal Clerk

CITY OF CAMDEN

CERTIFICATION AS TO THE AVAILABILITY OF FUNDS

I CERTIFY, DIRECTOR FOR THE FINANCE DEPARTMENT FOR THE CITY OF CAMDEN, THAT WITH RESPECT TO THE AWARD OF A CONTRACT OR EXPENDITURE OF FUNDS TO: SOUTH STATE INC

THAT THE FUNDS ARE AVAILABLE AS OF THE DATE OF THIS RESOLUTION/CERTIFICATION, FROM ONE OF THE FOLLOWING:

- BUDGET APPROPRIATION:
AMOUNT:
- APPROPRIATION RESERVE:
AMOUNT: \$
- DEDICATED BY RIDER:
AMOUNT: \$
- RESERVE FOR STATE AND FEDERAL GRANT: 3-01-C2-886-874
AMOUNT \$2,835,908.00
- CAPITAL ORDINANCE
AMOUNT: \$
- TRUST ACCOUNT:
AMOUNT: \$

DETERMINATION OF VALUE CERTIFICATION

I CERTIFY, AS CHIEF FINANCIAL OFFICER, THAT THE ANTICIPATED VALUE OF THE CONTRACT, OVER THE FULL LIFE, WILL BE: \$2,835,908.00

DESCRIPTION OF THE GOODS AND SERVICES TO BE PROCURED: RESOLUTION AUTHORIZING THE AWARD OF A CONSTRUCTION CONTRACT TO SOUTH STATE INC, BRIDGETON, NEW JERSEY 08302 IN CONNECTION WITH THE 2023 ROADWAY IMPROVEMENTS (CONTRACT II) PROJECT IN THE CITY OF CAMDEN



Gerald C. Seneski

Director of Finance

Date: 8/24/23



CITY OF CAMDEN — CITY COUNCIL ACTION REQUEST FORM

COUNCIL MEETING DATE: SEPTEMBER 5, 2023

TO: City Council
FROM: Director Edward C. Williams (Planning and Development)

TITLE OF ORDINANCE/RESOLUTION: Resolution authorizing the award of a construction contract to South State, Inc., Bridgeton, New Jersey 08302 in connection with the 2023 Roadway Improvements (Contract II) project in the City of Camden.

Point of Contact:	Orion Joyner	Capital Improvements	856.757.7680	orionj@ci.camden.nj.us
	Name	Department-Division- Bureau	Phone	Email

ENDORSEMENTS

	Recommend Approval (Y/N)	Signature	Date	Comments
Responsible Department Director Supporting Department Director (if necessary)	Y		8/24	
Director of Grants Management	N			
Qualified Purchasing Agent	Y			
Director of Finance	Y		8/24	
Approved by: Business Administrator			8/29	
		Signature	Date	

Attachments (list and attach all available):

1. Waiver Request Form Attached for State DCA/DLGS Approval - (If applicable)¹
2. Certification of Funds² (N/A)
3. Addition supporting documents.

"Walk-on" note: All walk-on legislation must be pre-approved by the Business Administrator. The Department Director and Contact Person are jointly responsible for delivering all necessary documents to the City Clerk for distribution at the Council Meeting.

Received by:
City Attorney

Signature	Date
-----------	------

¹ For Example: Form "A" - Request for approval of Employees Requiring Advice and Consent of Governing Body, Form "D" - Contract Request, Form "E" - Creation/Extension of Services, Form "G" - Grant Approval, Form "H" - Bond Ordinance or Contract Request, Form "I", "Best Price Insurance Contracting" Model Ordinance

² Mandatory for any financial commitment to the City or expenditure of City Funds.

EXECUTIVE SUMMARY

TITLE OF ORDINANCE/RESOLUTION: Resolution authorizing the award of a construction contract to South State, Inc., Bridgeton, New Jersey 08302 in connection with the 2023 Roadway Improvements (Contract II) project in the City of Camden.

FACTS/BACKGROUND: (Executive level details. Short concise bullets)

- The project involves the improvement of approximate 24 street segments in the City of Camden. This work includes, but is not limited to, milling of the existing asphalt surface, pavement repair, joints sealing in concrete pavement, curb replacement, new inlets, resetting of manholes and vents/valve boxes, replacement of concrete driveway and sidewalk, new ADA compliant curb ramps, new asphalt surface, installation of pavement markings.

AMOUNT OF PROPOSED CONTRACT or TOTAL COST OF PROPOSAL: \$2,835,908.00 *to 2,835,907.83*
Procurement Process: Bio # 23-11 - Received one Bio on 8/17/2023

IMPACT STATEMENT:

- Project will improve the overall condition of several roads in the City that are in serious or failing condition. Pedestrian safety will also be addressed with installation of ADA compliant ramps and improved sidewalks.

SUBJECT MATTER EXPERTS/ADVOCATES:

- Remington & Vernick Engineers, Inc

COORDINATION:

- None

Prepared by: Orion Joyner
Name

856.757.7680/orionj@ci.camden.nj.us
Phone/Email

CAMDEN CITY
 520 MARKET STREET
 P O BOX 95120
 CAMDEN, NJ 08101-5120
 TEL (856)757-7000

REQUISITION	
NO.	23-02750

SHIP TO	PLANNING & DEVELOPMENT DIVISION OF CAPITAL IMPROVEMTS 520 MARKET ST. 3RD FL RM 325 CAMDEN, NEW JERSEY 08101
VENDOR	SOUTHSTATE, INC. 202 REEVES ROAD PO BOX 68 BRIDGETON, NJ 08302

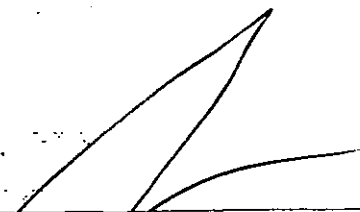
ORDER DATE: 08/23/23
 DELIVERY DATE:
 STATE CONTRACT:
 F.O.B. TERMS:

VENDOR #: 'SOU24


QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	CONSTRUCTION CONTRACT IN CONNECTION WITH 2023 ROADWAY IMPROVEMENTS (CONTRACT II) PROJECT. <i>[Bio 23-12]</i>	2-01-C2-886-874		
			TOTAL	\$ 2,835,908.00 2,835,907.83

Approved:

I hereby certify that the work or supplies specified are necessary for the proper transaction of the business of this bureau or office.



 Department Head Date



 Receiver of Goods Date

THIS COPY OF THE REQUISITION TO BE FORWARDED TO THE PURCHASING BUREAU

**STATE OF NEW JERSEY
DEPARTMENT OF COMMUNITY AFFAIRS
DIVISION OF LOCAL GOVERNMENT SERVICES
CONTRACT REQUEST FORM**

This form must be filled out in its entirety and is intended to provide the Division with appropriate information to determine whether to approve a new or extended service. Please provide any additional information you believe will help the Division make an informed decision.

Municipality	City of Camden
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Professional Service or EUS Type	Award of Construction Contract
Name of Vendor	Lexa Concrete, LLC. * <i>Smith State</i>
Purpose or Need for service:	Award of Construction Contract for 2023 Roadway Improvements (Contract II) project in the City of Camden.
Contract Award Amount	\$2,835,908.00 2,835,907.83
Term of Contract	
Temporary or Seasonal	N/A
Grant Funded (attach appropriate documentation allowing for service through grant funds)	No
Please explain the procurement process (i.e. bids, RFQ, competitive contracting, etc.)	Bids received <i>BID # 23-12</i>
Were other proposals received? If so, please attach the names and amounts for each proposal received?	<i>NO</i>

Please attach the RFP, evaluation memoranda or evaluation forms used to evaluate the vendors and a list of all bidders and the bid amounts associated with each bidder.

If the lowest bidder was not selected, please have the appropriate personnel sign the certification on page 2.

Mayor's Signature*

Date _____

Business Administrator/Manager Signature

Date _____

*For direct appointments of the Governing Body, Council President or at the discretion of the Director, the most senior member of the Governing Body may sign the waiver in lieu of the Mayor.

The Chief Financial Officer affirms that there is adequate funding available for this personnel action.

[Handwritten Signature]
Chief Financial Officer Signature

I certify that the vendor selected is in compliance with the adopted Pay to Play Ordinance and that the vendor was notified of any restrictions with respect to campaign contributions.

N/A
Certifying Officer

20
Date 8/25/2023

For LGS use only:

Approved Denied

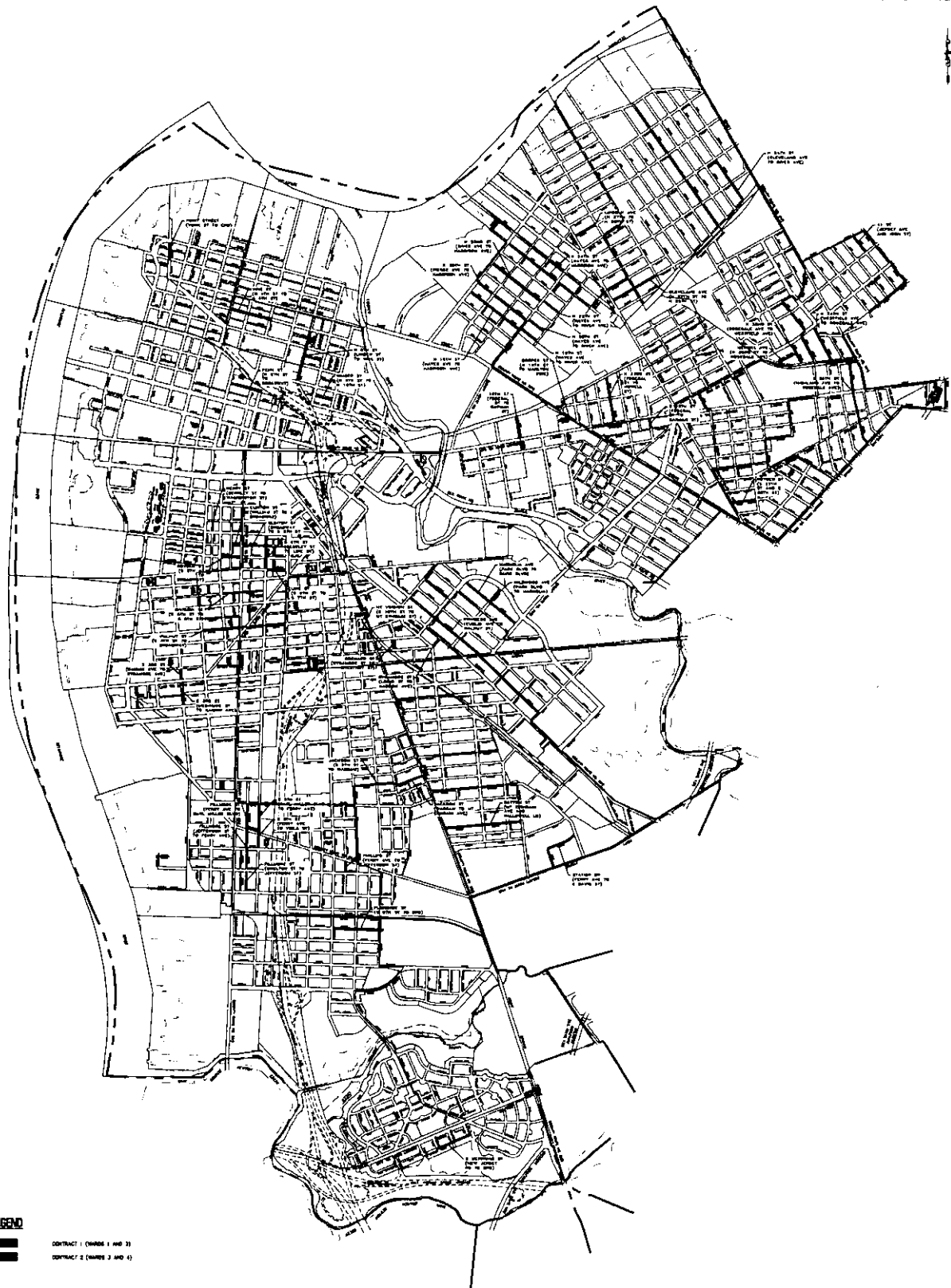
Date _____
Director or Designee,
Division of Local Government Services

Number Assigned _____

2023 City of Camden Roadway Improvements List Contract II

<u>No.</u>	<u>Road</u>	<u>Limits</u>
1	41st Street	Jersey Ave to High St
2	Cooper Street	N 19th St to Marlton Pike
3	26th Street	Federal St to Carman St
4	N 32nd Street	Rosedale Ave to Westfield Ave
5	Merriel Avenue	N 32nd St to Rosedale Ave
6	S 35th Street	Highland Ave to Rosedale Ave
7	18th Street	Federal St to Carman St
8	Royden Street	S 27th St to S 30th St
9	N 34th Street	Westfield Ave to Rosedale Ave
10	N 23rd Street	Federal St to Howell St
11	N 34th Street	Cleveland Ave to River Ave
12	N 24th Street	Hayes Ave to Harrison Ave
13	N 19th Street	Hayes Ave to Harrison Ave
14	N 22nd Street	River Ave to Pierce Ave
15	Cleveland Avenue	N 27th St to N 29th St
16	Vine Street	N 4th St to N 6th St
17	N 20th Street	Hayes Ave to River Ave
18	N 20th Street	Pierce Ave to Harrison Ave
19	Lincoln Avenue	N 27th St to N 28th St
20	N 8th Street	Linden St to Vine St
21	Kimber Street	N 9th St to N 10th St
22	Penn Street	N 5th St to Broadway
23	N 22nd Street	Hayes Ave to River Ave
24	Point Street	York St to terminus

2023 PAVING IMPROVEMENTS LOCATION MAP



LEGEND
CONTRACT 1 (CHANGES 1 AND 3)
CONTRACT 2 (CHANGES 2 AND 4)

PROJECT LOCATION MAP
P.L.C.

RVE
RIVERSIDE VALLEY ENGINEERING
1000 W. 10th Street, Suite 100
Riverside, CA 92507
Tel: (951) 514-1100
Fax: (951) 514-1101
www.rve.com

23-12 - 2023 ROADWAY IMPROVEMENT PROGRAM CONTRACT II

Opening Date: August 1, 2023 1:15 PM

Closing Date: August 17, 2023 11:00 AM

Vendor Details

Company Name: South State, Inc.
Does your company conduct business under any other name? If yes, please state: NJ
Address: 202 Reeves Rd
PO Box 68
Bridgeton, NJ 08302
Contact: Jordan Landolfi
Email: Estimating@southstateinc.com
Phone: 856-451-5300 2005
Fax: 856-455-3461
HST#: ~~XXXXXXXXXX~~

Submission Details

Created On: Tuesday August 15, 2023 14:32:52
Submitted On: Thursday August 17, 2023 08:43:46
Submitted By: Jordan Landolfi
Email: Estimating@southstateinc.com
Transaction #: cf1ba211-8c70-4b87-be09-1496d734a1e1
Submitter's IP Address: 173.61.145.170

Schedule of Prices

The Respondent hereby Bids and offers to enter into the Contract referred to and to supply and perform all or any part of the Work which is set out or called for in these specifications, at the unit prices, and/or lump sums, hereinafter stated.

*Denotes a "MANDATORY" field

Do not enter \$0.00 dollars unless you are providing the line item at zero dollars to the Owner.

If the line item and/or table is "NON-MANDATORY" and you are not bidding on it, leave the table and/or line item blank. Do not enter a \$0.00 dollar value.

BASE BID

The undersigned hereby declare(s) that he (it, they) has (have) carefully examined the Advertisement, Proposal, Information for Bidders, General Conditions, Construction Specifications, Supplementary Specifications, Appendix, Drawings, Plans and Form of Contract and Bond for the Project named above; that he (it, they) has (have) carefully examined the sites of the Project, and that he (it, they) will contract to carry out and complete said Project, as specified and delineated at the price per unit of measure for each scheduled item of work stated in the Schedule of Prices following.

It is understood that the quantities stated in this Schedule of Prices for the various items are estimates only and may be increased or decreased as provided in the Specifications.

Bids will be compared on the basis of the TOTAL AMOUNT OF BID. The TOTAL AMOUNT OF BID is defined as the sum of the Total Price Bid for Each Item.

Where the price in figures differs from the price in words, the price in words will be accepted as the amount bid and amounts computed and adjusted accordingly.

Estimated quantities where given, are approximate and are for the purpose of rating the proposals only.

The Owner reserves the right to omit or add to the construction of any portion or portions of the work heretofore enumerated or shown on the plans.

Furthermore, the Owner reserves the right to omit in its entirety any one or more items of this Contract without forfeiture of Contract or claims for loss of anticipated profits or any other claims by the Contractor on account of such omissions.

The bidder, by submitting a response to this solicitation, hereby agrees to complete all of the work shown or specified within Contract Time: **One Hundred and Twenty (120) Calendar Days** from the date of the receipt of written notice to begin work, and (it, they) further agree(s) that the City may retain from the monies that are or may become due for each and every day, where the completion of the work may be delayed as stipulated below.

Schedule of Liquidated Damages:

- One (1) to Fifteen (15) Days: **\$500 per calendar day**
- Sixteen (16) to Thirty (30) Days: **\$1,000.00 per calendar day**
- Greater Than Thirty (30) Days: **\$2,000.00 per calendar day**

And such amount so to be retained is hereby agreed to be for the costs of the Inspection and Engineering as liquidated damages accruing to the City of Camden incident to such delay. Also, refer to the General Conditions.

Prospective bidders are hereby informed that substantial completion of the project shall be no later than December 1st, 2023.

Prospective bidders are hereby informed that work for the 2023 Roadway Improvement Program Contract I and work for the 2023 Roadway Improvement Program Contract II are intended to occur simultaneously. If one bidder is the successful bidder on both contracts, the bidder shall provide proof that both projects can be worked on simultaneously to meet the project completion date.

Item	Description	Units	Est. Qty	Unit Price in words dollars and cents	Unit Price in Numerals *	Total
1	BREAKAWAY BARRICADES, IF & WHERE DIRECTED	UN	20		\$1.0000	\$ 20.00
2	DRUMS, IF & WHERE DIRECTED	UN	50		\$1.0000	\$ 50.00
3	TRAFFIC CONE, IF & WHERE DIRECTED	UN	300		\$1.0000	\$ 300.00
4	CONSTRUCTION SIGN, IF & WHERE DIRECTED	SF	250		\$1.0000	\$ 250.00
5	PORTABLE VARIABLE MESSAGE SIGN	UN	5		\$1.0000	\$ 5.00
10	ROADWAY EXCAVATION	CY	370		\$75.0000	\$ 27,750.00
11	HMA MILLING, 3" OR LESS	SY	39265		\$11.0000	\$ 431,915.00
12	HMA MILLING, MORE THAN 3" TO 6"	SY	1375		\$20.0000	\$ 27,500.00
13	HMA MILLING, MORE THAN 6" TO 9"	SY	1450		\$20.0000	\$ 29,000.00
14	HOT MIX ASPHALT PAVEMENT REPAIR, IF & WHERE DIRECTED	SY	3100		\$0.0100	\$ 31.00
15	SAWCUTTING, IF & WHERE DIRECTED	LF	3750		\$0.0100	\$ 37.50
16	TACK COAT	GAL	6295		\$0.0100	\$ 62.95
18	DENSE GRADED AGGREGATE, BASE COURSE, 6" THICK	SY	820		\$10.0000	\$ 8,200.00
19	HOT MIX ASPHALT 12.5 M 64 LEVELING COURSE, IF & WHERE DIRECTED	TON	500		\$0.0100	\$ 5.00
20	HOT MIX ASPHALT 12.5 M 64 SURFACE COURSE, 2" THICK	TON	4850		\$125.0000	\$ 618,750.00
21	HOT MIX ASPHALT 12.5 M 64 SURFACE COURSE, 3" THICK	TON	240		\$125.0000	\$ 30,000.00
22	HOT MIX ASPHALT 19 M 64 BASE COURSE, 4" THICK	TON	830		\$125.0000	\$ 103,750.00
23	FULL DEPTH CONCRETE PAVEMENT BASE REPAIR, CONCRETE CLASS B, IF & WHERE DIRECTED	SY	200		\$5.0000	\$ 1,000.00
24	SEALING EXISTING JOINTS IN CONCRETE PAVEMENT, IF & WHERE DIRECTED	SY	1500		\$1.0000	\$ 1,500.00
25	BICYCLE SAFE GRATE, CAMPBELL FOUNDRY, MODEL NO. 2618, OR APPROVED EQUAL	UN	5		\$500.0000	\$ 2,500.00
26	CURB PIECE, ECO, TYPE 'N-ECO', CAMPBELL FOUNDRY OR APPROVED EQUAL	UN	5		\$500.0000	\$ 2,500.00
27	INLET, TYPE A, WITH TRAP	UN	26		\$12,000.0000	\$ 312,000.00
29	INLET, TYPE B, MODIFIED, WITH TRAP	UN	3		\$12,000.0000	\$ 36,000.00

30	SET INLET, TYPE A, NEW CASTING	UN	1		\$2,000.0000	\$ 2,000.00
31	SET INLET, TYPE B, NEW CASTING	UN	1		\$2,000.0000	\$ 2,000.00
34	RECONSTRUCT CITY INLET, USING NEW TYPE A CASTING, IF & WHERE DIRECTED	UN	15		\$12,000.0000	\$ 180,000.00
36	RECONSTRUCT INLET, TYPE B, USING NEW CASTING	UN	5		\$2,000.0000	\$ 10,000.00
37	RECONSTRUCT INLET, TYPE E, USING NEW CASTING	UN	6		\$2,000.0000	\$ 12,000.00
38	RESET MANHOLE, USING NEW CASTING	UN	65		\$1,200.0000	\$ 78,000.00
39	RESET MANHOLE, USING EXISTING CASTING	UN	5		\$400.0000	\$ 2,000.00
40	CONCRETE SIDEWALK, 5" THICK	SY	1730		\$150.0000	\$ 259,500.00
41	DETECTABLE WARNING SURFACES, (ADA SOLUTIONS, MODEL #2460, COLOR 'SAFETY RED', OR APPROVED EQUAL)	SY	215		\$300.0000	\$ 64,500.00
42	BRICK PAVERS	SY	205		\$360.0000	\$ 73,800.00
43	RESET BRICK PAVERS	SY	30		\$225.0000	\$ 6,750.00
44	CONCRETE DRIVEWAY, REINFORCED, 6" THICK	SY	55		\$160.0000	\$ 8,800.00
45	RESET GRANITE CURB	LF	25		\$45.0000	\$ 1,125.00
46	RESET SLATE CURB, IF & WHERE DIRECTED	LF	100		\$60.0000	\$ 6,000.00
47	GRANITE CURB	LF	30		\$300.0000	\$ 9,000.00
48	7"x8"x16" CONCRETE VERTICAL CURB	LF	3115		\$80.0000	\$ 249,200.00
49	TRAFFIC STRIPES, 4"	LF	120		\$1.0000	\$ 120.00
50	TRAFFIC MARKING LINES, 6"	LF	5210		\$1.2000	\$ 6,252.00
51	TRAFFIC MARKING LINES, 24"	LF	755		\$5.0000	\$ 3,775.00
52	REGULATORY AND WARNING SIGNS	SF	25		\$45.0000	\$ 1,125.00
53	GUIDE SIGN, TYPE GA, STEEL "U" POST SUPPORTS	SF	10		\$50.0000	\$ 500.00
54	RESET WATER VALVE BOX	UN	63		\$0.0100	\$ 0.63
55	RESET WATER VALVE BOX, NEW CASTING	UN	15		\$0.0100	\$ 0.15
56	RESET GAS VALVE BOX	UN	30		\$0.0100	\$ 0.30
58	TREE REMOVAL, OVER 12" TO 24" DIAMETER	UN	1		\$3,000.0000	\$ 3,000.00
60	TREE REMOVAL, OVER 36" DIAMETER	UN	1		\$4,500.0000	\$ 4,500.00
61	STUMP REMOVAL	UN	1		\$350.0000	\$ 350.00
62	BORROW TOPSOIL	CY	105		\$50.0000	\$ 5,250.00
63	TOPSOIL SPREADING, 4" THICK	SY	315		\$5.0000	\$ 1,575.00
64	FERTILIZING & SEEDING, TYPE A-3	SY	315		\$2.0000	\$ 630.00
					Subtotal:	\$ 2,624,879.53

BASE BID - (Allowances)

The undersigned hereby declare(s) that he (it, they) has (have) carefully examined the Advertisement, Proposal, Information for Bidders, General Conditions, Construction Specifications, Supplementary Specifications, Appendix, Drawings, Plans and Form of Contract and Bond for the Project named above; that he (it, they) has (have) carefully examined the sites of the Project, and that he (it, they) will contract to carry out and complete said Project, as specified and delineated at the price per unit of measure for each scheduled item of work stated in the Schedule of Prices following.

It is understood that the quantities stated in this Schedule of Prices for the various items are estimates only and may be increased or decreased as provided in the Specifications.

Bids will be compared on the basis of the TOTAL AMOUNT OF BID. The TOTAL AMOUNT OF BID is defined as the sum of the Total Price Bid for Each Item.

Where the price in figures differs from the price in words, the price in words will be accepted as the amount bid and amounts computed and adjusted accordingly.

Estimated quantities where given, are approximate and are for the purpose of rating the proposals only.

The Owner reserves the right to omit or add to the construction of any portion or portions of the work heretofore enumerated or shown on the plans.

Furthermore, the Owner reserves the right to omit in its entirety any one or more items of this Contract without forfeiture of Contract or claims for loss of anticipated profits or any other claims by the Contractor on account of such omissions.

The bidder, by submitting a response to this solicitation, hereby agrees to complete all of the work shown or specified within Contract Time: One Hundred and Twenty (120) Calendar Days from the date of the receipt of written notice to begin work, and (it, they) further agree(s) that the City may retain from the monies that are or may become due for each and every day, where the completion of the work may be delayed as stipulated below:

Schedule of Liquidated Damages:

- One (1) to Fifteen (15) Days: **\$500 per calendar day**
- Sixteen (16) to Thirty (30) Days: **\$1,000.00 per calendar day**
- Greater Than Thirty (30) Days: **\$2,000.00 per calendar day**

And such amount so to be retained is hereby agreed to be for the costs of the Inspection and Engineering as liquidated damages accruing to the City of Camden incident to such delay. Also, refer to the General Conditions.

Prospective bidders are hereby informed that substantial completion of the project shall be no later than December 1st, 2023.

Prospective bidders are hereby informed that work for the 2023 Roadway Improvement Program Contract I and work for the 2023 Roadway Improvement Program Contract II are intended to occur simultaneously. If one bidder is the successful bidder on both contracts, the bidder shall provide proof that both projects can be worked on simultaneously to meet the project completion date.

Item	Description	Units	Est. Qty	Unit Price in words dollars and cents	Unit Price in Numerals	Total
6	TRAFFIC SAFETY OFFICERS, IF & WHERE DIRECTED	HR	1155	Eighty-Three Dollars and Ninety-Three Cents	\$83.9300	\$ 96,939.15
7	TRAFFIC DIRECTOR, FLAGGER, IF & WHERE DIRECTED	HR	1155	Eighty-Three Dollars and Ninety-Three Cents	\$83.9300	\$ 96,939.15
8	FUEL PRICE ADJUSTMENT	DOLL	1	Six-Thousand Five-Hundred Dollars and Zero Cents	\$6,500.0000	\$ 6,500.00
9	ASPHALT PRICE ADJUSTMENT	DOLL	1	Ten-Thousand Six-Hundred Fifty Dollars and Zero Cents	\$10,650.0000	\$ 10,650.00
Subtotal:						\$ 211,028.30

Summary Table

Bid Form	Amount
BASE BID	\$ 2,624,879.53
BASE BID - (Allowances)	\$ 211,028.30
Subtotal Contract Amount	\$ 2,835,907.83



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: SOUTH STATE, INC.
Trade Name:
Address: 202 REEVES ROAD
BRIDGETON, NJ 08302
Certificate Number: 0103928
Effective Date: March 11, 1963
Date of Issuance: August 26, 2023

For Office Use Only:
20230826122119539

Certificate Number
51407

Registration Date: 04/11/2022
Expiration Date: 04/10/2024



State of New Jersey

Department of Labor and Workforce Development Division of Wage and Hour Compliance

Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

South State Inc.
2022

Responsible Representative(s):
Chester J. Ottinger, President

Responsible Representative(s):
The Chester J. Ottinger Jr 2017 Irrevocable Gran

Robert Asaro-Angelo

Robert Asaro-Angelo, Commissioner
Department of Labor and Workforce Development

NON TRANSFERABLE

This certificate may not be transferred or assigned and may be revoked for cause by the Commissioner of Labor and Workforce Development.

BID 23-12 - 2023 ROADWAY IMPROVEMENT PROGRAM CONTRACT II

										South State, Inc.	
										Submission 1	
Item	Description	Units	Est. Qty	Unit Price in words dollars and cents	Unit Price in Numerals	Total					
1	BREAKAWAY BARRICADES IF & WHERE DIRECTED	UN	20		\$ 1.0000	\$20.00					
2	DRUMS IF & WHERE DIRECTED	UN	50		\$ 1.0000	\$50.00					
3	TRAFFIC CONE IF & WHERE DIRECTED	UN	300		\$ 1.0000	\$300.00					
4	CONSTRUCTION SIGN IF & WHERE DIRECTED	SF	250		\$ 1.0000	\$250.00					
5	PORTABLE VARIABLE MESSAGE SIGN	UN	5		\$ 1.0000	\$5.00					
6	TRAFFIC SAFTEY OFFICERS IF & WHERE DIRECTED	HR	1155	Eighty-Three Dollars and Ninety-Three Cents	\$ 83.9300	\$96,939.15					
7	TRAFFIC DIRECTOR FLAGGER IF & WHERE DIRECTED	HR	1155	Eighty-Three Dollars and Ninety-Three Cents	\$ 83.9300	\$96,939.15					
8	FUEL PRICE ADJUSTMENT	DOLL	1	Six-Thousand Five-Hundred Dollars and Zero Cents	\$ 6,500.0000	\$6,500.00					
9	ASPHALT PRICE ADJUSTMENT	DOLL	1	Ten-Thousand Six-Hundred Fifty Dollars and Zero Cents	\$ 10,650.0000	\$10,650.00					
10	ROADWAY EXCAVATION	CY	370		\$ 75.0000	\$27,750.00					
11	HMA MILLING 3" OR LESS	SY	39265		\$ 11.0000	\$431,915.00					
12	HMA MILLING MORE THAN 3" TO 6"	SY	1375		\$ 20.0000	\$27,500.00					
13	HMA MILLING MORE THAN 6" TO 9"	SY	1450		\$ 20.0000	\$29,000.00					
14	HOT MIX ASPHALT PAVEMENT REPAIR IF & WHERE DIRECTED	SY	3100		\$ 0.0100	\$31.00					
15	SAWCUTTING IF & WHERE DIRECTED	LF	3750		\$ 0.0100	\$37.50					
16	TACK COAT	GAL	6295		\$ 0.0100	\$62.95					
18	DENSE GRADED AGGREGATE BASE COURSE 6" THICK	SY	820		\$ 10.0000	\$8,200.00					
19	HOT MIX ASPHALT 12.5 M 64 LEVELING COURSE IF & WHERE DIRECTED	TON	500		\$ 0.0100	\$5.00					
20	HOT MIX ASPHALT 12.5 M 64 SURFACE COURSE 2" THICK	TON	4950		\$ 125.0000	\$618,750.00					
21	HOT MIX ASPHALT 12.5 M 64 SURFACE COURSE 3" THICK	TON	240		\$ 125.0000	\$30,000.00					
22	HOT MIX ASPHALT 19 M 64 BASE COURSE 4" THICK	TON	830		\$ 125.0000	\$103,750.00					
23	FULL DEPTH CONCRETE PAVEMENT BASE REPAIR CONCRETE CLASS B IF & WHERE DIRECTED	SY	200		\$ 5.0000	\$1,000.00					

BID 23-12 - 2023 ROADWAY IMPROVEMENT PROGRAM CONTRACT II

										South State, Inc.	
										Submission 1	
24	SEALING EXISTING JOINTS IN CONCRETE PAVEMENT IF & WHERE DIRECTED	SY	1500							\$ 1.0000	\$1,500.00
25	BICYCLE SAFE GRATE CAMPBELL FOUNDRY MODEL NO. 2618 OR APPROVED EQUAL	UN	5							\$ 500.0000	\$2,500.00
26	CURB PIECE ECO TYPE 'N-ECO' CAMPBELL FOUNDRY OR APPROVED EQUAL	UN	5							\$ 500.0000	\$2,500.00
27	INLET TYPE A WITH TRAP	UN	26							\$ 12,000.0000	\$312,000.00
29	INLET TYPE B MODIFIED WITH TRAP	UN	3							\$ 12,000.0000	\$36,000.00
30	SET INLET TYPE A NEW CASTING	UN	1							\$ 2,000.0000	\$2,000.00
31	SET INLET TYPE B NEW CASTING	UN	1							\$ 2,000.0000	\$2,000.00
34	RECONSTRUCT CITY INLET USING NEW TYPE A CASTING IF & WHERE DIRECTED	UN	15							\$ 12,000.0000	\$180,000.00
36	RECONSTRUCT INLET TYPE B USING NEW CASTING	UN	5							\$ 2,000.0000	\$10,000.00
37	RECONSTRUCT INLET TYPE E USING NEW CASTING	UN	6							\$ 2,000.0000	\$12,000.00
38	RESET MANHOLE USING NEW CASTING	UN	65							\$ 1,200.0000	\$78,000.00
39	RESET MANHOLE USING EXISTING CASTING	UN	5							\$ 400.0000	\$2,000.00
40	CONCRETE SIDEWALK 5" THICK	SY	1730							\$ 150.0000	\$259,500.00
41	DETECTABLE WARNING SURFACES (ADA SOLUTIONS MODEL #2460 COLOR 'SAFETY RED' OR APPROVED EQUAL)	SY	215							\$ 300.0000	\$64,500.00
42	BRICK PAVERS	SY	205							\$ 360.0000	\$73,800.00
43	RESET BRICK PAVERS	SY	30							\$ 225.0000	\$6,750.00
44	CONCRETE DRIVEWAY REINFORCED 6" THICK	SY	55							\$ 160.0000	\$8,800.00
45	RESET GRANITE CURB	LF	25							\$ 45.0000	\$1,125.00
46	RESET SLATE CURB IF & WHERE DIRECTED	LF	100							\$ 60.0000	\$6,000.00
47	GRANITE CURB	LF	30							\$ 300.0000	\$9,000.00
48	7"X8"X18" CONCRETE VERTICAL CURB	LF	3115							\$ 80.0000	\$249,200.00
49	TRAFFIC STRIPES 4"	LF	120							\$ 1.0000	\$120.00
50	TRAFFIC MARKING LINES 6"	LF	5210							\$ 1.2000	\$6,252.00
51	TRAFFIC MARKING LINES 24"	LF	755							\$ 5.0000	\$3,775.00

BID #23-12 2023 ROADWAY IMPROVEMENT PROGRAM CONTRACT II

Company Name	Primary Contact	Email	Submission Status
Asphalt Paving Systems, Inc.	Potter, Donald	don@asphaltpavingsystems.com	Incomplete
Earle Asphalt Company	Rasmussen, Stephanie	srasmussen@earleco.com	Registered
Lexa Concrete, LLC	Gherardi, Alex	lexaconcrete@aol.com	Registered
Paving Plus, LLC	Putz, Joy	admin@pavingplusllc.com	Registered Submitted
South State, Inc.	Landolfi, Jordan	Estimating@southstateinc.com	Thu Aug 17, 2023 8:43:46 AM
Substrata, LLC	Zahnow, Cathy	kzahnow@substrata.us	Registered
The Proposal Lab	Lacey, Justin	hello@theproposallab.com	Registered
Think Pavers Hardscaping	Yeager, Meggin	myeager@thinkpavers.com	Registered

**CITY OF CAMDEN
ADVERTISEMENT OF BID**

BY VIRTUE of the power of the City of Camden, the Purchasing Agent is hereby authorized to receive electronic Bid Submissions on August 17, 2023 @ 11:00 a.m. via the City's E-Procurement Portal, Bids&Tenders. Only electronic bids shall be accepted for:

**BID #23-11
2023 ROADWAY IMPROVEMENT
PROGRAM
CONTRACT I**

**BID #23-12
2023 ROADWAY IMPROVEMENT
PROGRAM
CONTRACT II**

SPECIFICATIONS, Drawings, Contract Documents may be obtained via the City's Bidding System, Bids&Tenders at <https://camden.bidsandtenders.net/Module/Tenders/en>. Bids must be submitted electronically through this platform before the designated date and time of the opening. No Bidder may submit more than one bid. Any bid received after 11:00 am shall not be accepted in the Bids&Tenders system.

The City will open and broadcast the bid opening at 11:00 am on August 17, 2023 in City Council Chambers, Second Floor, City Hall, Sixth and Market Streets, Camden, New Jersey. Bidders can log in to their registered account at this time for the bid results.

The bid opening is also viewable remotely at the following Zoom Video Communication link (or phone number), meeting ID and Password:

Link: <https://zoom.us/j/92034835567?pwd=NWl2cUwzUyt6WDFF5ZnN3ZlRlSWVUVCZ09>
Meeting ID: 920 3483 5567
Passcode: 443771
Phone Number: 1(646) 876-9923

Each bid must be accompanied by Certified Check, Cashier's Check or Bid Bond to the order of the City of Camden, in the amount equal to ten percent (10%) of the sum of the bid but not in excess of \$20,000.00 together with a non-collusion affidavit. Bid Bonds may be submitted electronically via a digital bond within the Bids&Tenders solicitation or uploaded in the document section of the solicitation. Paper bid bonds, certified checks or cashier's checks payable to the City of Camden may be mailed or dropped off in a sealed envelope bearing the name and address of the bidder and contract description on the outside to: Purchasing Agent / C/O City Clerk, City of Camden City Hall, Room 105, Sixth and Market Streets, Camden, New Jersey. Regardless of the method of submission, bid bond must be received by Purchasing prior to the bid opening.

The Bidder to whom the City of Camden proposes to award the Contract will be required to furnish Performance, Maintenance, and Payment Bonds and the necessary insurance certificates as prescribed in the specifications upon the execution of the Contract.

Bidders must submit complete and detailed specifications of the product or service, which Bidder proposes to supply.

The right to reject all bids pursuant to N.J.S.A. 40A:11-13.2 and to award the contract to the lowest responsive, responsible bidder in accordance with applicable law is expressly reserved by the authority of the City Council of the City of Camden.

In order to perform public work, the Successful Bidder and Sub-contractors prior to contract award shall hold or obtain such licenses as required by State Statutes, and federal and local Laws and Regulations.

The Bidder must produce cur-

Laws and Regulations.

The Bidder must produce current "Certificates of Registration" from the New Jersey Department of Labor and Workforce Development for itself and each of its subcontractors.

The attention of Bidders is particularly called to the requirements as to the conditions of employment to be observed and the minimum wage rates to be paid under the contracts as determined by the New Jersey Department of Labor and Workforce Development (N.J.S.A. 34:11-56.25 et seq.) and/or with the provisions of the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

Bidders are also required to comply with the requirements of Affirmative Action Regulation of N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127) and Affirmative Action Compliance NJAC 17:27-1 et seq.

Any questions concerning technical issues with the City's Bids&Tenders electronic bidding system contact support@bidsandtenders.ca.

Lateefah Chandler
Purchasing Agent

August 1, 2023
(\$82.67)

000785185-01

R-3

FUENTES
9/5/2023

**RESOLUTION RE-APPOINTING COUNCILMAN CHRISTOPHER COLLINS,
COUNCILMAN FOR THE SECOND WARD, TO A ONE-YEAR TERM AS
COMMISSIONER FOR THE CAMDEN REDEVELOPMENT AGENCY**

WHEREAS, N.J.S.A. 40A:12A-11 provides for the appointment of seven (7) Commissioners for the Camden Redevelopment Agency by the City Council of the City of Camden; and

WHEREAS, N.J.S.A. 40A:12A-11 provides that an appointment of a Commissioner who is also a member of the Governing Body shall serve for a term of one (1) year; and

WHEREAS, City Councilman **CHRISTOPHER COLLINS**, Councilman for the Second Ward, has been submitted by a member of this Council, who has reviewed the qualifications of said nominee and is satisfied as to his fitness for appointment; now, therefore

BE IT RESOLVED, by the City Council of the City of Camden that it hereby re-appoints **CHRISTOPHER COLLINS**, Councilman for the Second Ward, as Commissioner for the Camden Redevelopment Agency for term of one (1) year effective from September 5, 2023 through September 4, 2024.

BE IT FURTHER RESOLVED, that pursuant to N.J.S.A. 52:27BBB-23, a true copy of this resolution shall be forwarded to the State Commissioner of Community Affairs, who shall have ten (10) days from the receipt thereof to veto this resolution. All notices of veto shall be filed in the office of the Municipal Clerk.

Date: September 5, 2023

The above has been reviewed
and approved as to form.



DANIEL S. BLACKBURN
City Attorney

ANGEL FUENTES
President, City Council

ATTEST: _____
LUIS PASTORIZA
Municipal Clerk



Camden City Council
RESOLUTION / ORDINANCE REQUEST FORM

DATE: September 1, 2023

Council Meeting Date: September 5, 2023

FROM: Councilperson

Angel Fuentes, President

Marilyn Torres, 3rd Ward

Sheila Davis, Vice President, At-Large

Jannette Ramos, 4th Ward

Shaneka Boucher, 1st Ward

Nohemi G. Soria-Perez, At-Large

Chris Collins, 2nd Ward

Action Requested:

**RESOLUTION RE--APPOINTING COUNCILMAN CHRISTOPHER COLLINS,
COUNCILMAN FOR THE SECOND WARD, TO A ONE-YEAR TERM AS COMMISSIONER
FOR THE CAMDEN REDEVELOPMENT AGENCY**

****Please attach any supporting documents

Angel Fuentes / nfb

9/1/23

Signature of Councilperson

Date

R-4

FUENTES
09-05-23

**RESOLUTION APPOINTING COUNCILWOMAN JANNETTE RAMOS TO THE
PLANNING BOARD AS A CLASS III MEMBER, TO COMPLETE THE
UNEXPIRED TERM OF FORMER COUNCILWOMAN FELISHA REYES,
ENDING ON DECEMBER 31, 2023**

WHEREAS, N.J.S.A. 40:55D-23 authorizes the City Council of the City of Camden to appoint a member of the governing body as the Class III member to the City of Camden Planning Board; and

WHEREAS, Former Councilwoman Felisha Reyes, resigned from her Councilperson position, effective July 14, 2023 and had been appointed as the Planning Board's Class III member by the City Council of the City of Camden; and

WHEREAS, Councilwoman Jannette Ramos has been appointed by City Council to fill the unexpired term of Former Councilwoman Reyes as the Ward 4 Councilperson; and

WHEREAS, the City Council of the City of Camden now seeks to appoint Councilwoman Jannette Ramos to complete Ms. Reyes' term with the Planning Board as a Class III Member which will end on December 31, 2023; now, therefore

BE IT RESOLVED by the City Council of the City of Camden that it hereby appoints Ward 4 Camden City Councilwoman Jannette Ramos as the Class III member to the City of Camden Planning Board for term ending on December 31, 2023.

BE IT FURTHER RESOLVED, that pursuant to N.J.S.A. 52:27BBB-23, a true copy of this Resolution shall be forwarded to the State Commissioner of Community Affairs, who shall have ten (10) days from the receipt thereof to veto this Resolution. All notices of veto shall be filed in the Office of the Municipal Clerk.

Date: September 5, 2023

The above has been reviewed
and approved as to form



DANIEL S. BLACKBURN
City Attorney

ANGEL FUENTES
President, City Council

ATTEST: _____
LUIS PASTORIZA
Municipal Clerk



Camden City Council
RESOLUTION / ORDINANCE REQUEST FORM

DATE: September 1, 2023

Council Meeting Date: September 5, 2023

FROM: Councilperson

- Angel Fuentes, President
- Sheila Davis, Vice President, At-Large
- Shaneka Boucher, 1st Ward
- Chris Collins, 2nd Ward

- Marilyn Torres, 3rd Ward
- Jannette Ramos, 4th Ward
- Nohemi G. Soria-Perez, At-Large

Action Requested:

RESOLUTION APPOINTING COUNCILWOMAN JANNETTE RAMOS TO THE PLANNING BOARD AS A CLASS III MEMBER, TO COMPLETE THE UNEXPIRED TERM OF FORMER COUNCILWOMAN FELISHA REYES, ENDING ON DECEMBER 31, 2023

****Please attach any supporting documents

Angel Fuentes / nfb

9/1/23

Signature of Councilperson

Date