

STANDARD CAMDEN CITY DEMOLITION SPECIFICATIONS

I. THE SCOPE OF THE DEMOLITION/REPAIR WORK

PLEASE NOTE: IN ADDITION TO THE QUOTE SPECIFICATIONS THAT APPLY FOR EACH EMERGENCY DEMOLITION PROJECT, ALL BIDDERS MUST ACKNOWLEDGE AND CONFIRM THAT ALL WORK DONE FOR EACH EMERGENCY DEMOLITION PROJECT MUST ALSO MEET THESE STANDARD CITY DEMOLITION SPECIFICATIONS, WHICH HAVE BEEN INCORPORATED BY REFERENCE AND MADE A PART OF THE QUOTE SPECIFICATIONS.

- A. Prior to beginning demolition, Contractor shall receive an appropriate notice or documentation of disconnect for all gas and electric services from the appropriate utility, Public Service Electric and Gas. Contractor shall provide a copy to the City.
- B. The Contractor shall be responsible for water and sewer disconnects and such costs must be included in the Contractor's Lump Sum Price Sheet. The entire sewer system is owned by the City of Camden and is operated, managed and maintained under a contract operations agreement with American Water Operations & Maintenance, LLC. The City of Camden owns the water system on the West side of Cooper River, which is also operated, managed and maintained under a contract operations agreement with American Water Operations & Maintenance, LLC. Water systems on the East side of the Cooper River are owned and managed by either New Jersey American Water Company or Merchantville Pennsauken Water Commission. The Contractor must ensure that the Contractor complies with all of the requirements of each entity with regard to water disconnects for this property. Water disconnects shall be performed in conformance with the "City of Camden Demolition Process, Water Service & Sewer Lateral Abandonment" for all water service disconnects from the City system.
- C. The worksite and equipment used is to be maintained to ensure the safety of workers and cause no harm to adjacent residents.
- D. The Contractor shall coordinate all demolition and removal activities with the appropriate City Official including the City Construction Official (hereinafter "Construction Official"), ensuring that all approvals and permits are in place prior to the start of work.
- E. The Work areas are limited within the structure's property boundaries. If additional workspace is required, Contractor will, at his/her expense, make such arrangements as necessary with adjacent property owners in coordination with the City.
- F. Contractor shall completely demolish and remove the structure(s) and all contents

and debris found on the premises. This demolition shall include any other structures, objects, or debris found, but not previously identified, within the site's property lines such as, without limitation, garages, sheds, play equipment, dog-houses, and pools.

Except as may be expressly excepted herein, Contractor's Work shall include demolition, removal, and disposal of the buildings; sign footings/bases; retaining walls; steps; concrete walkways to structures; concrete, bricks, and stones; brush; trees(stumps and roots); weed trees (stumps and roots), dead trees (stumps and roots) and broken limbs; live trees (as solely determined by the City); rubbish; scrap iron; above ground storage tanks including storage tanks in the basement of the structure to be demolished; and general debris on the premises not particularly mentioned. If the tree is on the property line, the tree shall be cut down without disturbing the root. Driveways, sidewalks, flat work and such surfaces may be left standing with perimeters graded to permit moving operations, and, with the exception of sidewalks at the front of the property (and one side, if a corner property), shall be removed after completion of the Work at the site.

- G. Unless otherwise permitted in advance in writing by the City, the Contractor will not be allowed to drive across, park equipment, or otherwise utilize any other properties or lots that have been cleared. No debris, salvage materials or other materials shall be removed and placed or stored on any nearby City-owned, publicly-owned or privately-owned properties, either by the Contractor or subcontractor, without advance written permission from the City.
- H. The Contractor shall be responsible for and ensure all utility services, including water, sewer, gas, electric, and other services are disconnected and that appurtenant equipment such as meters, regulators, and gauges are removed. The Contractor is responsible for all costs associated with this Work as well as all coordination and scheduling thereof.
- I. Contractors will be responsible for all mark-outs of utilities. The Contractor shall make all "one call" notifications by calling 811 or 800-272-1000 at least three (3) business days before any digging, as required by state law (see <http://www.njl-call.org/>).
- J. **ELECTRICAL SERVICE RELOCATION**
Should an existing live electrical service to an adjoining structure be located on a unit to be demolished, or should that service interfere with the demolition operations, the Contractor shall employ a licensed electrician to perform all work required to relocate the service to an acceptable location on the unit to remain. Such costs are to be incorporated into the Contractor's Bid Price Sheet's Lump Sum

Payments.

- K. If applicable, prior to commencing any demolition and removal Work, Contractor shall arrange with the City, the City's Fire Department ("CFD"), and the Camden County Police Department ("CCPD") to make provisions for the control of traffic, the prevention of fire and safety hazards, and the safety of drivers and pedestrians as may be needed at the worksite. The Contractor shall bear all costs related to the provision of the aforesaid services. No overtime costs with respect to the CFD's or CCPD's provision of the aforesaid services are to be incurred by the Contractor. The erection or barricades and warning signs as safety precautions prior to demolition operations and during demolition operations shall be performed in strict compliance with all applicable laws, ordinances, rules, regulations, and City or Camden County Police Department policies.
- L. Basements shall be cleared of all piping, fixtures and other debris.
- M. Contractor shall properly barricade, light and guard the premises; provide rodent and pest control at the worksite and adjoining properties; shall provide such other precautions and worksite protection measures; and shall in all respects comply with all applicable federal, state, and local laws, ordinances, rules and regulations.
- N. Contractor shall perform all Work required to protect the adjoining property and structures thereon, streets, alleys, sidewalks, curbs, trees, shrubs, lawns, and walks. Any damages incurred during, or because of, Contractor's demolition and removal activities shall be the responsibility of the Contractor.

If any damage to sidewalks and/or curbs of the property to be demolished and/or adjoining properties is caused by the Contractor, it shall be the responsibility of the Contractor to repair the damage at its own expense

- O. All materials not removed by derricks or other similar apparatus shall be lowered by means of approved dust chutes. No material shall be dropped or thrown from any height above the first floor. The removal of material from the premises and the storage of material on the premises shall be subject to the approval of the City of Camden. Contractor shall ensure that dust be kept to a minimum by spraying the site with water during the demolition. A permit is required to obtain access to water from a fire hydrant. Hydrants in the City service area must have an approved back flow preventer and hydrant meter. Contractor can obtain permit from the appropriate water company servicing the areas where the project is occurring.

Clearance of sites includes removal and disposal of all materials and debris in compliance with federal, state or local requirements, compaction, as required. All demolition debris shall go to a licensed sanitary landfill. The Contractor shall notify the City of Camden of the destination of all demolition debris. Clear copies of the landfill receipts for every load removed from the worksite must be maintained for each day and made available for inspection as requested by the City

of Camden or other City or governmental officials. Contractor will forward clear copies of the tonnage reports of all recyclable materials to the City of Camden. **Each Invoice submitted must include clear copies of the landfill receipts for every load removed from the worksite. No invoices will be paid prior to receiving the aforesaid information.**

- P. The entire surface is to be compacted and graded to the satisfaction of the City and Construction Official.
- Q. Upon completion of demolition and removal of materials and debris, the Contractor shall grade all non-concrete areas with sufficient slope to allow surface drainage to flow outward to the street, and away from adjacent structures, with the goal of avoiding excavation depressions and the ponding of water. Such grading shall be done to the satisfaction of the City and the Construction Official, or his designee. A two inch (2") layer of DGA shall be placed over all non-concrete areas. DGA shall meet NJDOT specifications.

NOTE: Removal and disposal of demolition debris and costs involved are the responsibility of the Contractor. All such debris is to be disposed of according to all applicable federal, state, and local laws, ordinances, rules and regulations governing transport and disposal of such debris.

- R. Special conditions encountered or found existing not enumerated above shall be taken up with the City and Construction Official, or his representative, before proceeding with Work.
- S. Contractor shall obtain and submit to the City two (2) digital photographs of all properties to be demolished before demolition activity begins. These "before" photos should be from several different angles and clearly exhibit the existence and conditions of adjacent properties and objects. "Before" pictures must be presented with the demolition application for permit(s).

Contractor shall obtain and submit to the City two (2) digital photographs of all completed job sites after work at the site is entirely complete. These "after" photos should be from the same angles as the "before" photos were, and clearly exhibit the existence and conditions of the same adjacent properties and objects. **Contractor must include two dated "before" and "after" digital photos with each invoice presented by the Contractor for payment. An invoice will not be paid unless "before" and "after" digital photos are included with that invoice.**

Contractor shall be responsible to take "before" and "after" photographs of the streets, alleys, sidewalks, curbs, trees, shrubs, lawns, and walks of the property to be demolished and adjoining properties for purposes of determining the cause(s) of any property damage. In addition to these "before" and "after" photographs, the Contractor must also provide the following documentation with all invoices submitted:

1. Clear copies of landfill receipts for every load removed from the worksite;
2. Tonnage reports of all recyclable materials removed from worksite;
3. Costs of stucco work, if needed;
4. Costs of demolition; and
5. Costs of fill used for restoration and grading.

No invoices will be paid prior to receiving the aforesaid information.

T. WALL REPAIR

An adjoining wall shall be repaired as follows:

Cutting Procedure: Prior to demolition, the front walls, rear walls, and roof line that are attached to an existing property shall be cut with a saw to affect a clean break when the property to be demolished is removed.

For all stuccoed walls, the Contractor and its subcontractors are to utilize the following procedure:

1. Trim back the existing roof edge.
2. Reseal the parapet wall with mastic and fabric.
3. Install 6' x 6" white aluminum capping imbedded in a solid bed of mastic.
4. Install a 6" membrane fabric embedded in mastic, with a top coat of mastic.

Frame Party Wall: Remove the entire lathe and plaster, insulate wall with R19 Insulation, close wall in with 1/2" plywood sheathing, cover exterior wall with Tyvek material and apply vinyl siding to entire wall. Contractor will take reasonable care to match existing siding to color and general appearance of the property.

All party walls exposed during demolition shall be immediately protected from all potential weather conditions.

The Contractor shall exercise the utmost care and precautions to protect the structure to be stuccoed from damage during the progress of the Work. If, at any time during the progress of the Work the structure is damaged, the Contractor shall immediately repair the same to the satisfaction of the City and Construction Official, and without extra compensation.

U. STUCCO PROCEDURE -for all structures, the following procedures must be followed:

1. Remove all plaster, wood and other materials from wall exposing brick to two (2) feet below grade.
2. Brick up all openings and cement openings
3. Secure 3/8" of galvanized, high-rib metal lathe - 3.4 lbs. per square yard - to wall with 1 1/2" masonry nails.
4. Prepare cement plaster with Sonnenbom Hydroside Powder or comparable waterproofing material.
5. Place cement plaster in two (2) separate applications (two coats totaling 3/4" thick) over 3/8" high-rib metal lathe roofline extending earthward to two (2) feet below curb edge.
6. Backfill two (2) foot section below grade high enough to provide slope for proper drainage away from applied stucco.
7. Projecting chimneys in party walls shall be made tight and cement plastered. Projecting chimneys above roofline shall first be cleaned and wrapped with 3/8" high-rib metal lathe wire before cement plaster is applied.
8. The wall and roof edge shall be made tight to all weather conditions.
9. Lot adjacent to stuccoed wall shall be left free of all debris related to Work performed.
10. The Contractor shall parge and waterproof entire foundation of exposed wall, from footing to 6" below finished grade.
11. The Contractor is to notify the City and City's Building Bureau of the completion of stucco and waterproof Work performed on foundations wall, prior to the covering of foundation.

V. EXISTING 4" (INCH) MASONRY PARTY WALL

1. Remove all plaster, wood and other material from wall exposing brick only.
2. Brick up and cement in all openings.
3. Construct 4" inch masonry wall supported by existing foundation. Wall shall be bonded with corrosion resistant metal wall ties spaced not more than thirty-two (32) inches horizontally and twenty-four (24) inches vertically.

4. The wall and roof shall be made tight to all weather conditions.
5. The Work shall be done to the satisfaction of the City, Construction Official and Contract Monitor.

W. BOX VALLEY

1. Supporting wall above, erect masonry footing and eight (8") inch masonry wall be underneath of overhead wall, returning wall at ends to adjoining building.
2. This Work shall be done to the satisfaction of the City and the Construction Official.

X. Projecting chimneys in party wall are to be made tight and cement plastered.

Y. Special conditions encountered or found existing not enumerated above shall be taken up with the City and Construction Official, or his designee, before proceeding with Work.

Z. Contractor covenants that all the Work shall be done in good and workmanlike manner to ensure the maximum protection of adjoining properties and safety of its occupants. Contractor shall also use the utmost care to protect all sidewalks, curbs and public utilities from damage. If any damage to sidewalks and/or curbs of the property to be demolished and/or adjoining properties is caused by the Contractor, it shall be the responsibility of the Contractor to repair the damage at its own expense. Qualified, experienced personnel shall perform all Work. All damage to adjacent structures, utilities, pavements, driveways, curbs, and sidewalks, or parts thereof, shall be immediately reported to the City and Construction Official.

Where pavements, driveways, curbs, sidewalks or parts thereof are destroyed or made hazardous to traffic or pedestrians because of demolition activity or where other damages occur because of demolition activity, the same shall be replaced by the Contractor within five (5) days after completion of the Work at the site. All replacements shall be subject to approval of the City, Construction Official, and City Engineer.

Any accidental damage or break of any public utility structure or equipment, whether above or below ground, will be the Contractor's responsibility to contact the respective utility company and to provide for the immediate repair of such damage at the Contractor's own expense.

AA. Contractor The following specifications shall apply to the Work at the worksite, as needed:

Sidewalks:

1. Minimum Thickness - Five (5) inches

2. Concrete Minimum - 4,500 lbs. per square inch
3. Minimum Width - Four (4) feet

Residential Driveways:

1. Minimum Thickness - Five (5) inches
2. Driveway Aprons - Six (6) inches
3. Concrete Minimum - 4,500 lbs. per square inch

Commercial Driveways:

1. Minimum Thickness - Six (6) inches
2. Driveway Aprons - Six (6) inches
3. Concrete Minimum - 4,500 lbs. per square inch

Curbs:

1. Minimum Thickness - Eighteen (18) inches from top to bottom, eight (8) inches wide bottom, and six (6) inches wide top of curb.
2. Concrete Minimum - 4,500 lbs. per square inch

City of Camden Municipal Street Restoration:

1. Concrete Street: 4,500 P.S.I 9 inch. Depth, 4 inch. Slump, Air Entrain Mix.
2. Asphalt Street with Concrete Base: 6 inch. Concrete Base, 4,500 P.S.I., 4 inch. Slump, Air Entrain Mix, 2 inch. NJDOT HMA Approved Mix, Apply Hot Tack Inner & Outer of Seams (Rubber Asphalt Joint Sealer).
3. Asphalt Street:
 - a. 6 inch. NJDOT HMA Approved Asphalt Base
 - b. 2 inch. NJDOT HMA Approved Mix
 - c. Apply Hot Tack (Rubber Asphalt Joint Sealer)
4. All Street Openings Will Require 6 inch. Sub Base of Dense Grade Aggregate (DGA).
5. Backfilling Utility Openings Require Compaction ratio of 98%.
6. If existing backfill does not meet City of Camden Standards, replace with DGA.

BB. All Work shall conform to and comply with all applicable federal, state and local laws, statutes, rules and regulations, including, without limitation, OSHA standards.

CC. **The Contractor shall be responsible for inspecting the property for asbestos containing material (ACM). Any asbestos removal work must be performed by a valid licensed New Jersey Abatement Contractor. All removal and**

disposal of asbestos containing material (ACM) shall be done in accordance with and comply with all applicable federal, state, and local laws, ordinances, rules and regulations. Furthermore, the Contractor must comply with the New Jersey Department of Labor procedures, rules, and regulations, including providing appropriate documents, affidavits and/or certifications.

NOTE: THIS PROPERTY HAS BEEN DECLARED AN UNSAFE STRUCTURE BY THE CONSTRUCTION OFFICIAL, AND THEREFORE, IT CANNOT BE ASSESSED DUE TO ITS PRESENT UNSAFE CONDITION. AN EXTERIOR INSPECTION CAN BE CONDUCTED. THIS STRUCTURE SHALL BE DEMOLISHED BY WET METHOD AND ALL DEBRIS SHALL BE CONSIDERED ACM.

- DD. The Contractor shall be responsible for inspecting the properties for oil, propane or any other types of above ground tanks or containers. All such tanks or containers must be removed from the properties and structures, and the removal work shall be done in accordance with and comply with all applicable federal, state, and local laws, ordinances, rules and regulations. Furthermore, the Contractor must comply with the New Jersey Department of Labor procedures, rules, and regulations, including providing appropriate documents, affidavits and/or certifications.
- EE. Contractor must apply to the Construction Official's office for a permit prior to doing any asbestos removal work.
- FF. Contractor must secure subject both sites with sufficient and appropriate security fencing while the Contractor is performing the emergency demolition in order to adequately protect the public health, safety and welfare of the citizens of the City.
- GG. **All costs for asbestos and tank and/or container removals must be included in the demolition bid price sheet. The City of Camden will not pay any additional cost for these removals.**
- HH. If applicable, before the structures are demolished or removed, the Contractor shall document that the requirements of USEPA 40 CFR 61 subpart M have been met. An asbestos abatement permit will be required. A permit to demolish or remove the structures shall not be issued until the Contractor notifies the Construction Official that all friable asbestos or asbestos containing material that will become friable during demolition or removal has been or will be properly abated prior to demolition of structure. **The costs for asbestos removal and abatement, if any, remain with the Contractor.**
- II. Prior to submitting this demolition bid, the Contractor shall be responsible to inspect the properties for asbestos containing material (ACM). **All costs for asbestos removal must be included in the demolition bid price sheet. The City of Camden will not pay any additional cost for asbestos removal.**

Project Oversight - The Contractor is responsible for:

1. Providing and maintaining all qualified personnel, equipment, materials and other resources necessary to perform the Work in a timely manner.
2. Ensuring all appropriate operational control of demolition activities assigned by the City, initiating all necessary measures to ensure adequate quality control, which includes, but not limited to, completion of all documentation, maintaining document controls and records related to activities carried out.
3. Identifying Contractor's project manager or designated representative who will serve as the Contractor's primary contact person to be contactable and available at all times, 24/7, and has final authority for the Contractor on all matters relating to the Contract.
4. Coordinating with the City on matters relating to Project requirements, completion and actions that require immediate attention or that impact on the results or quality of the work to be performed.
5. Records and Documentation: The Contractor will maintain current, accurate and complete records according to the City's demolition standards and in compliance with all applicable federal, state and local requirements. All files must be available for immediate review and inspection by the City or other governmental officials, employees or authorized representatives. All records under the Contract will become the property of the City. Records must be maintained for a period of seven (7) years from the date of last payment under the Contract.
6. Compensation is based on satisfactory completion of work, approval of such work by pertinent City officials, and the submission of a properly executed and completed request for payment, with required payment documentation attached thereto.

II. TIME FOR PERFORMANCE, WORK SCHEDULE

- A. Contractor agrees to diligently and continuously proceed with and prosecute the Work to completion and agrees to complete the performance of the Work ("Completion") as set forth in the Quote Specifications. Contractor acknowledges that, as provided for in the Quote Specifications, there are Scheduled Dates for specified tasks: (1) the placement of a six-foot fence and removal of immediate hazards; (2) demolition of the structure(s); (3) removal of all debris; (4) final restoration and grading of the property; and (5) repair of adjoining wall(s). These

Scheduled Dates for specified tasks are essential to City and its residents and therefore time is of the essence in meeting said Scheduled Dates for specified tasks.

- B. The Contractor shall coordinate with City of Camden to provide advance notice to adjacent property owners, and other surrounding residents as determined by the City of Camden, prior to commencing the Work.
- C. Contractor agrees to complete all activities during the term of the contract as specified in these specifications.
- D. In the event of delays due to the Contractor's negligent act or omission to act ("Inexcusable Delay"), the City may direct that the Work be accelerated by means of overtime, additional crews or additional shifts. All such acceleration shall be at no cost to the City. In the event of any delay other than an Inexcusable Delay, the City may similarly direct acceleration and Contractor agrees to perform same on the basis of reimbursement of direct costs (i.e., premium portion of overtime pay, additional crew, shift or equipment costs and such other items of cost requested in advance by the Contractor and approved by the City, which approval will not be unreasonably withheld). The Contractor expressly waives any other compensation therefore unless otherwise agreed in writing in advance of performing the accelerated work.
- E. Contractor acknowledges that, as provided for in the Quote Specifications, there are Scheduled Dates for specified tasks: (1) the placement of a six-foot fence and removal of immediate hazards; (2) demolition of the structure(s); (3) removal of all debris; (4) final restoration and grading of the property; and (5) repair of adjoining wall(s). These Scheduled Dates for specified tasks are essential to City and its residents and therefore time is of the essence in meeting said Scheduled Dates for specified tasks. **It is mutually understood and agreed between the parties hereto that in the event the Contractor fails to meet the Scheduled Dates for specified tasks, as provided for in the Quote Specifications, the Contractor agrees to pay, as liquidated damages, the sum of Two Hundred Dollars (\$200.00) per day to the City for each day that one of the five (5) specified tasks is not timely completed.** It is mutually agreed that the sum stated for liquidated damages is fair and reasonable and not disproportionate to the actual damages, which are not readily susceptible of exact ascertainment and proof as of the making of this Contract.
- F. It is mutually agreed that the payment of liquidated damages may be accomplished by either of the two (2) methods stated immediately below:
 - 1. The Contractor will pay liquidated damages to the City upon presentation of an invoice to the Contractor for the amount of liquidated damages that are due. The invoice shall be deemed due immediately upon presentation to the Contractor.

2. The City shall have the right to offset payments due to the Contractor as liquidated damages due to City, by deducting from the amount of liquidated damages from the total amount payable as agreed to in this Contract.

III. PERMITS AND LICENSES

- A. The Contractor and its subcontractors shall hold and/or obtain all necessary licenses, permits, and similar authorizations from all applicable federal, state, and local governmental authorities required to perform Contractor's obligations under the Contract, and Contractor shall give all notices required by, and otherwise comply with, all applicable laws, ordinances, rules, regulations and restrictions. If Contractor or its subcontractors perform any of the Work knowing, or when with the exercise of due care he should have known, it to be contrary to any such laws, ordinances, rules, regulations or restrictions and fails to the City notice thereof prior to performance thereof, Contractor shall bear all costs arising there from, which costs shall not be considered a part of Contractor's payments.

NOTE: The following permit fees are waived, where applicable to Contractor: Plumbing disconnects, Street Openings and Sidewalks (on City streets), and Demolition Permit, if necessary. Escrow fees for street openings will still be required.

- B. Normal Work may be performed six (6) consecutive days a week, Monday through Saturday, between the hours of 7:00 a.m. and 7:00 p.m. unless otherwise agreed to by an authorized City Representative.

IV. PAYMENTS

- A. In full consideration of the full and complete performance of a demolition project and all other obligations of Contractor, City shall pay to Contractor the sum as stated in the Contract.
- B. The City will not pay for additional work or services other than what is specifically approved by City officials in advance a Change Order.
- C. No Payments will be made if any of the following occurs:
 1. Contractor is in default of any of its obligations here under; or
 2. Any part of such payment is attributable to Work which is defective or not performed in accordance with the Contract; provided, however, such payment shall be made as to the part thereof attributable to Work which is performed in accordance with the Contract and is not defective; or
 3. Contractor has failed to make payments promptly to Contractor's subcontractors, if any, or for labor used in the Work for which the City has made payment to Contractor; or

4. If the City determines that Contractor has not or will not meet the Scheduled Dates for specified tasks: (1) the placement of a six-foot fence and removal of immediate hazards; (2) demolition of the structure(s); (3) removal of all debris; (4) final restoration and grading of the property; and (5) repair of adjoining wall(s).
5. Certified payroll reports are not provided by the Contractor.

V. INSURANCE AND INDEMNITY

A. General Insurance Requirements

1. The Contractor shall not commence Work until the Contractor has obtained at the Contractor's own expense all of the insurance as required below and such insurance has been approved by the City. Additionally, the Contractor shall not allow any subcontractor to commence work on any subcontract to the Contract until all insurance required of the subcontractor has been so obtained and approved by the Contractor.
2. Approval of insurance required of the Contractor will be granted only after submission to the City original certificates of insurance signed by authorized representatives of the insurers or, at the City's request, certified copies of the required insurance policies. The required insurance shall not contain any exclusions or endorsements, which are not acceptable to the City.
3. The following Insurance Requirements shall apply to both the Contractor and any of its Subcontractors.
4. Any combination of primary and umbrella/excess policies may be used to satisfy the limits. All of the provisions specified below, shall also apply to umbrella/excess policies for the coverages that are listed below.
5. All Coverages shall remain in effect for the life of the Agreement and for one (1) year thereafter. For any Claims-Made Coverages, any combination of renewal policies and extended reporting periods may be used to satisfy such time period; however, no Extended Reporting Period shall be effected for the work under this Contract until the last work has been completed.
6. Any Retroactive Dates, or similar, must be no later than the effective date of this Contract.
7. No acceptance and/or approval of any insurance by the City shall be construed as relieving or excusing the Contractor or the Contractor's Surety from any liability or obligation imposed upon either or both of them by the provisions of this Contract.

8. All insurance shall be procured from insurers permitted to do business in the State of New Jersey and having an A.M. Best Rating of at least "A-: Class VIII" or S&P Equivalent. If no such rating, or self-insured or the like, the City of Camden has the right to request and review the financials of such.
9. Contractor shall not have a Self-Insured Retention (SIR) on any policy greater than \$10,000, which is the responsibility of the Contractor. If Contractor's policy(ies) has a Self-Insured Retention exceeding this amount, approval must be received from the City prior to starting work. In the event any policy includes an SIR, the Contractor is responsible for payment within the SIR of their policy(ies) and the Additional Insured requirements specified herein shall be offered within the SIR amount(s).
10. Any deductibles or Retentions of \$10,000 or greater shall be disclosed by the Contractor and are subject to the City of Camden's written approval. Any deductible or Retention amounts elected by the Contractor or imposed by the Contractor's Insurer(s) shall be the sole responsibility of the Contractor.
11. All insurance required herein, shall be written on an "occurrence" basis.
12. The Contractor's insurance carrier (s) shall agree to provide at least thirty (30) days prior written notice of cancellation or non-renewal (ten (10) days for non-payment) of any coverages shall be provided to the City of Camden. In the event of cancellation or non-renewal of coverage(s), it is the Contractor's responsibility to replace coverage to comply with the Contract requirements so there is no lapse of coverage for any time period.
13. Failure of the City to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the City to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
14. The City of Camden, including their respective Officers, Directors, Trustees, Consultants, Employees, Authorized Representatives and Agents, shall be named as ADDITIONAL INSURED(S) with respect to liability arising out of the Contractor's work (including products and completed operations as well as ongoing operations) and the Certificate of Insurance, or the certified policy, if required, must so state this.
15. Insurance provided to the City of Camden, its respective Officers, Directors, Trustees, Consultants, Employees, Authorized Representatives and Agents; as specified herein shall be primary, and any other insurance, self-insurance, coverage or indemnity available to the Owner and Owner's respective Officials, Officers, Directors, Trustees, Consultants, Agents and Employees; shall be excess of and non-contributory with the Owner and Owner's Officials, Officers, Directors, Trustees, Consultants, Agents and Employees, as specified herein.

16. Waiver of Rights of Subrogation: All Coverages shall contain a waiver of Subrogation provisions, as allowed by law, in favor of the City of Camden.
17. Full “cross liability,” “severability of interests” and “separation of insured” provisions shall be provided on all coverages.
18. All insurances must be applicable to and cover the operations/services described in the Contract.
19. The amount of insurance provided in the aforementioned insurance coverages, shall not be construed to be a limitation of the liability on the part of the Contractor.
20. It is prohibited for any Insurance coverage or policy required under the contract to include any type of Reverse Hold Harmless Clause(s).
21. Any individual that opts out of the Workers’ Compensation coverage, shall not work on any part of the project covered by the Contract.
22. No acceptance and/or approval of any insurance by the City of Camden shall be construed as relieving or excusing the Contractor or the Contractor’s Surety of any liability or obligation under the contract.
23. Any type of insurance or any increase in limits of liability not described herein which the Contractor requires for its own protection or on account of statute shall be its own responsibility and at its own expense.
24. The Contractor shall promptly notify the City of Camden and the appropriate insurance company(ies) in writing of any accident(s) or circumstance(s), as well as any claim, suit or process received by the Contractor arising during the course of operations under the Contract. The Contractor shall forward such documents received to its insurance company(ies) as soon as practicable, or as required by its insurance policy(ies).
25. Contractor shall promptly notify the City and the appropriate insurance company(ies) in writing of any accident(s) as well as any claim, suit or process received by the insured Contractor arising in the course of operations under the contract. The Contractor shall forward such documents received to his insurance company(ies), as soon as practicable, or as required by its insurance policy(ies).

B. Required Insurance Coverages

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

1. **Workers' Compensation and Employer's Liability –**
 - a. Meets statutory requirements.
 - b. Employers Liability \$1,000,000
2. **Commercial General Liability/Demolition Insurance:**
 - i. Each Occurrence: \$5,000,000
 - ii. General Aggregate: \$5,000,000
 - a. The General Aggregate Limit must apply on a **Per Emergency Contract basis**.
 - b. No sexual abuse or molestation exclusion.
 - c. Completed Operations must be included for the City as additional insured
 - d. No project height restrictions
 - e. XC & U Coverage
 - f. No Subcontractors Limitations
 - g. Blanket Contractual Liability Coverage
3. **Automobile Liability:**
 - a. Coverage to include All Owned, Hired and Non-Owned Vehicles (or "Any Auto"), used in connection with the Contract.
 - b. Any one Accident Combined Single Limit - \$1,000,000
 - c. For Contractor(s) involved in the transportation of hazardous material, include the following endorsements: MCS-90 and ISO-9948.
4. **Pollution Liability Insurance:**
 - a. Covering losses caused by pollution incidents that arise from the operations of the Contractor described under the scope of services of this contract. This is to include all work completed by the Contractor, including testing and/or removal of any and all pollutants.
 - b. Minimum Limits of Liability:
 - i. Occurrence Limit: \$ 1,000,000
 - ii. Aggregate Limit: \$ 1,000,000
 - a. Insurance to be maintained for the duration of the work and for a period of three (3) years after completion of work.

- b. No Exclusions for Silica, Asbestos, Lead and / or Lead Based Paint testing.
- c. Shall include coverage for all pollutants as defined under the Resource Conservation and Recovery Act, as amended, 42 U.S.C. Section 6901 et. seq. ("RCRA") or any related state or city environmental statute or the removal of any petroleum-contaminated material at the project worksite.

C. Indemnification

- 1. To the extent that state and/or federal laws limit the terms and conditions of this clause, it shall be deemed so limited to comply with such state and/or federal law. This indemnification clause shall survive termination of the Contract.
- 2. The Contractor will protect, defend, indemnify, and hold harmless the City, their respective officers, employees, authorized representatives, and agents from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities arising out of or resulting from the performance of the work or the completed operations provided that any such claims, damages, loss or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of the tangible property including the loss of the use resulting there from; and is caused in whole or in part by any negligent or willful act or omission of the Contractor, subcontractor(s), Sub-subcontractor(s), and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

In any and all claims against the City of Camden, their respective officers, employees, authorized representatives, and agents, by an employee of the Contractor, subcontractor, or any sub-subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for any Contractor, subcontractor, or any Sub-subcontractor under Workmen's Compensation Acts, Disability Benefits Acts, or other Employee Benefits Acts.



City of Camden Demolition Process

Water Service & Sewer Lateral Abandonment

General

Any residential, commercial, industrial property that is going to be demolished **must** have the water service line and sewer lateral to the property permanently abandoned at the respective main (water and/or sewer) in accordance with the provisions of the Land Use Ordinance of the City of Camden prior to being issued a Demolition Permit. The cost of the required abandonments shall be borne solely by the property owner.

Water Service Abandonment

Land Development Ordinance of the City of Camden Appendix VIII – Water Main Standards

Section 4 – Water Service and Water Main Abandonment. Water Service and Water Main Abandonment

1. *The corporation stop shall be turned off and the service line removed and the ends crumbled.*
2. *If the existing corporation stop is leaking, or if directed by the City Engineer, remove the existing corporation stop from the water main and repair the water main using pipe repair clamp. The pipe repair clamp shall be Mueller Full-Seal; or approved equal.*
3. *If the abandonment takes place at a tee, the tee shall be removed from the main and straight pipe installed.*
4. *All open ends on abandoned pipe to be cut and plugged with fittings, rods and concrete as close to the existing main in service as possible.*
5. *All valve boxes and appurtenances are to be removed. (Attachment A – Water Service Abandonment)*

Sewer Lateral Abandonment

Land Development Ordinance of the City of Camden 577-229 Stormwater Collection and Management-Sanitary/Combined Sewer.

B. Pipelines.

- *All existing sewer mains and sanitary lateral to be abandoned must be removed from the ground. Catch basins and manholes must be removed from the ground. (Attachment B – Plugging Sewer Laterals)*

Abandonment Process

1. Submit abandonment plan for review by the Division of Capital Improvement and Project Management.
2. The plan must include a proposal from a licensed contractor (or licensed Master Plumber) to perform the required permanent abandonment of the water service and sewer lateral. The work must include, but not be limited to; permitting, excavation, materials, equipment, labor, resurfacing, traffic control, etc.

3. Once the plan has been approved, the Owner (or Designated Representative) shall schedule the abandonments such that the abandonment work can be witnessed by the City's inspectors and/or its utility Contract Operator.
4. A Demolition Permit will be issued upon certification that the abandonments were successful completed in accordance with provisions of the Land Use Ordinance of the City of Camden, and payment of fees.

Attachment A

Water Service Abandonment

1. For water services < 2" in diameter:
 - a) Excavate as necessary at the water main.
 - b) Shut off the corporation.
 - c) Remove and crimp the service line at the water main.
 - d) If the existing corporation stop is leaking, or if directed by the City Engineer, remove the existing corporation stop from the water main and repair the water main using pipe repair clamp. The pipe repair clamp shall be Mueller Full-Seal; or approved equal.



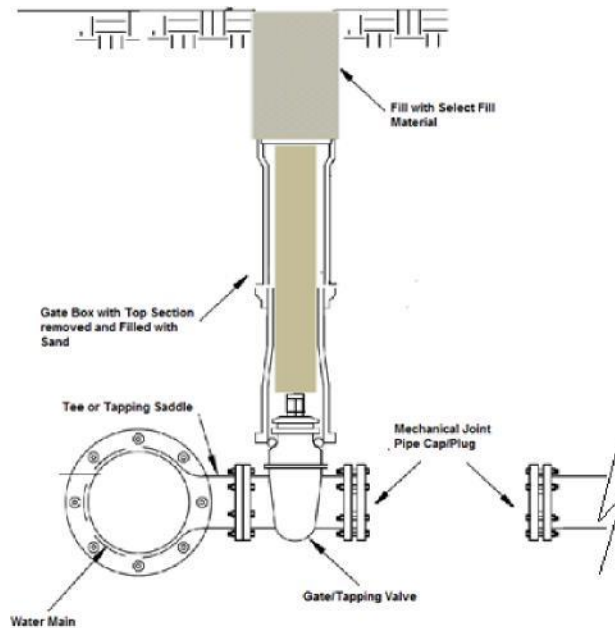
Full Circle Stainless Steel Repair Clamp

- e) If the water main cannot be shutdown to remove the corporation, Install a Ford Meter Box Company Abandoned Corporation Cap.



Abandoned Corporation Cap

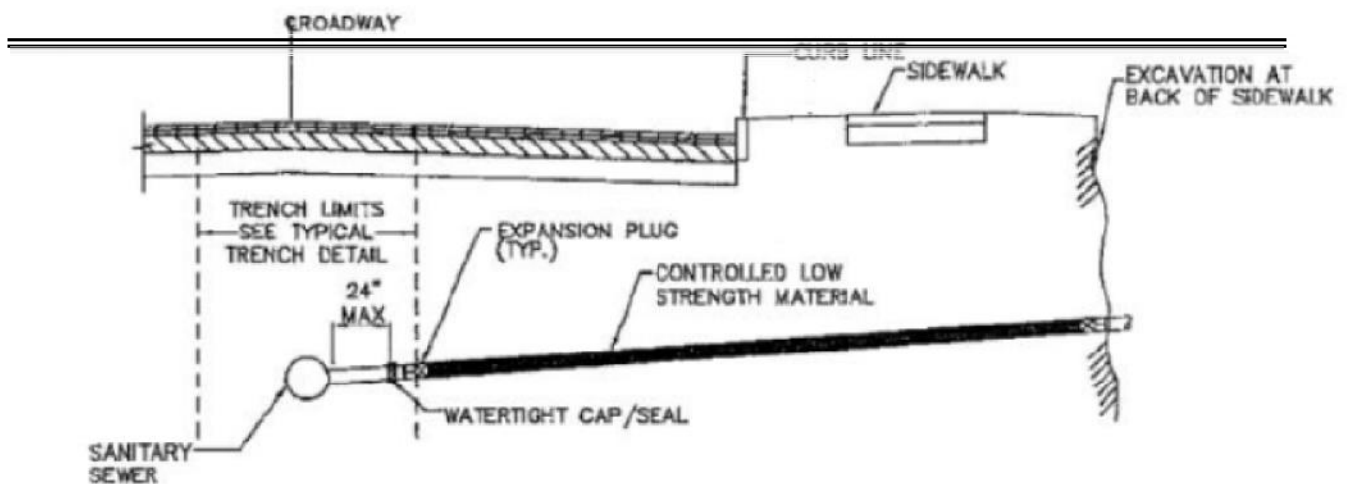
- f) Coat the repair clamp bolts with Carboline Bitumastic® 50 or equivalent approved by the City.
 - g) Excavate as necessary behind the curb or sidewalk.
 - h) Cut and crimp the service line behind the curb, remove the curb stop and the curb box.
2. For water services > 2" in diameter:
 - a) Coordinate shut down of the water main with the City's water & sewer Contract Operator.
 - b) The tee/tapping saddle shall be removed from the main and straight pipe installed using mechanical joint sleeves.
 - c) If the water main cannot be shutdown to remove the tee/tapping saddle, shut off the service line valve at the main (tapping valve or valve on tee). All open ends on the abandoned pipe shall be cut and plugged with the required fittings, rods, and concrete as close to the existing main in service as possible.
 - d) Coat all bolts with Carboline Bitumastic® 50 or equivalent approved by the City.
 - e) All valve boxes and other appurtenances are to be removed.



Abandoned Water Service > 2" in diameter; water main live
Attachment B

PLUGGING SEWER LATERALS – EXCAVATION METHOD

S-27

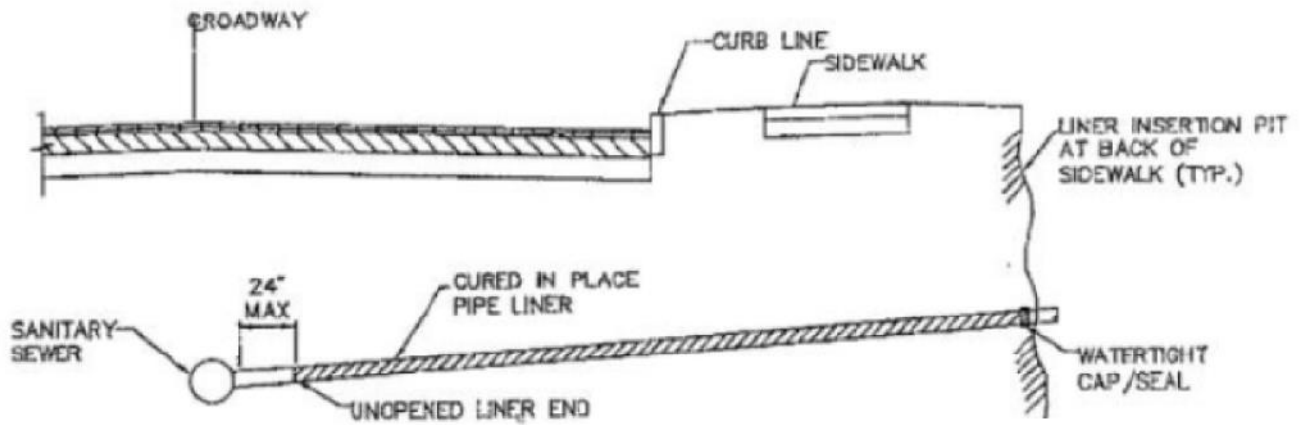


NOTE:

- 1 EXCAVATE AS NECESSARY AT BACK OF SIDEWALK AND AT SEWER MAIN.
- 2 INSTALL PROPERLY SIZED EXPANSION JOINT PLUGS INTO ABANDONED SEWER LATERAL AS INDICATED (A MAXIMUM OF 24 INCHES FROM SANITARY SEWER MAIN).
- 3 FILL SEWER LATERAL WITH CONTROLLED LOW STRENGTH MATERIAL AS INDICATED.
- 4 SEAL SEWER HUB WITH MALE ADAPTER AND CAP OR WITH SECOND EXPANSION JOINT OR AS APPROVED BY THE CITY IN THE FIELD.
- 5 BACKFILL AS REQUIRED.

PLUGGING SEWER LATERALS – TRENCHLESS METHOD

S-28



NOTE:

- 1 INSERT LINER BEGINNING AT INSERTION PIT OR CLEANOUT, AND ENDING 24 INCHES FROM THE SANITARY SEWER MAIN OR CLOSER. LINER END SHALL REMAIN UNOPENED TO PROVIDE WATERTIGHT SEAL.
- 2 SEAL LINER AT INSERTION END WITH MALE ADAPTER AND CAP OR AS APPROVED BY THE CITY IN THE FIELD.
- 3 BACKFILL AS REQUIRED.