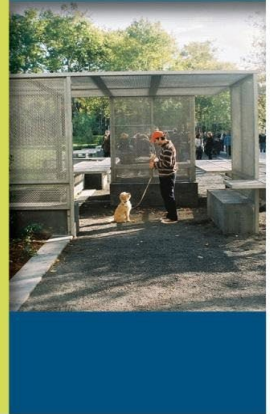




Philadelphia
Redevelopment
Authority



Request for Qualifications (RFQ)

*Project Construction Management Services
Various City Projects*

June 2, 2023

RFQ FOR PROJECT CONSTRUCTION MANAGEMENT SERVICES

Contract Opportunity for
PROJECT CONSTRUCTION MANAGEMENT SERVICES

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1. Introduction

The Philadelphia Redevelopment Authority (herein, the "PRA"), as agent for the City of Philadelphia (herein, the "City"), seeks Qualifications/Proposals from Project Construction Management Firms with a demonstrated history of successful completion of large-scale, local projects. The selected project construction management firm (hereafter the "Consultant") will provide services to PRA with respect to construction projects at City-owned Recreation Centers, Playgrounds, Parks and Libraries. The PRA, as agent for the City, currently manages numerous public bid projects for the City at various costs. The PRA, with help from the City, will continue to prepare, advertise, select, and contract with the contractors (each, a "Project Contractor") for these projects. Through this RFQ, the PRA and the City seek to find a Consultant to manage the construction of certain projects.

Qualifications/Proposals will be reviewed to determine the most responsive proposal in accordance with the evaluation/selection criteria listed below.

2. Scope of Work

The PRA, acting as agent for the City, invites competitive proposals from qualified and experienced firms for the scope of work outlined below.

Construction Management Services for projects at City-owned Recreation Centers, Playgrounds, Parks and Libraries (Estimated from \$5 Million to \$25 Million) (each, a "Project") include:

A. On-Site Construction Management

1. **Document Review.** Review construction-related documents in preparation of weekly construction progress inspections, memorialized in a Project Document Review Report. The documents are to be reviewed to understand the Project; they are not to be reviewed for compliance with codes or other legal requirements. The review will include, but will not be limited to, the following:

- a. Directory of development team, including design consultants and sub-contractors;
- b. Drawings: including site, architectural, structural, mechanical, electric, plumbing, fire protection, landscaping, and life safety;
- c. Project manual/specifications;
- d. Approved control cost estimate;
- e. Current construction schedule;
- f. Approvals and permits, including building permits; and
- g. Executed construction contractor contract (with all exhibits, riders, schedules, and exclusions/qualifications, including general conditions).

2. **Pre-Construction Meeting.** The Consultant shall schedule and manage the pre-construction meeting for the Project, inviting all required participants; the Consultant shall record and distribute meeting minutes to all participants.

3. **Daily Project Inspections.** The Consultant shall perform daily site visits, which shall include inspection of the Project, and provide a report on each visit throughout the entire construction period. Tasks associated with daily inspections include the following:

- a. Perform on-site observation of the construction with the representative(s) of the Contractor and the City to evaluate the standard of workmanship and generally compare the status of work completed to-date to the status of work as reflected in the draw request;
- b. Review and determine the adequacy and accuracy of invoice requests and supporting submissions (one request per month);
- c. Monitor and review requests for and approval of change orders, and review Contractor/City analysis of associated budget impacts. Provide copies of approved change orders, and provide summaries of change order requests, their impacts on scope, budget and schedule, and their approval status;
- d. Based on the original itemized cost breakdown and any approved change orders, estimate the percentage of work in place during each successive site visit. The Consultant will use either a predetermined stage draw system or a percentage of completion review in developing these estimates;
- e. Provide general statements as to whether or not in-place materials, workmanship and physical construction are in substantial compliance with the construction documents;
- f. Using the beginning Project schedule, compare actual progress to that originally planned. Report on requests for time extensions, status of extension requests, and changes to key milestone dates;
- g. Ensure that quality construction standards and proper construction techniques are being used and provided by the construction team;
- h. Alert the City and the PRA to any pending, known or proposed changes, conditions, or other circumstances affecting the construction scope, budget or schedule, including unanticipated site contamination and remediation requirements;
- i. Alert the City and the PRA to any pending, known or proposed noncompliance with applicable building codes, the issued building permits for the Project, or other applicable legal requirements that are observed by, or come to the attention of, the Consultant;
- j. Provide progress photographs recording key observations within the current reporting period (including a minimum of six pictures per week);
- k. All site visits will be summarized in a weekly report sufficient in detail to provide the City and the PRA with an accurate description of the progress observed. Any pertinent reports made by other inspectors, especially those conducting inspections for treatment of hazardous materials, shall be copied and attached by the Consultant to its report;
- l. In the event that the Consultant discovers significant scope, cost or quality differences between actual progress and approved construction-related documents during any on-site visit, the Consultant will, via telephone or e-mail, advise the City and PRA on the day of the inspection of such items, and will document such variances in the Consultant's report; and

- m. In the event that the Consultant becomes aware of any unanticipated site contamination or other environmental factors issues that may result in changes to the Project's scope, budget, or schedule, the Consultant will, via telephone or e-mail, advise the City and the PRA on the day of the inspection of such items, and will document such variances in Inspector's report.

4. **Oversight and Deliverables.** Oversight for the Consultant will be provided by the PRA and the City and each entity will assign a primary point of contact. The Consultant shall provide one "hard" copy of all deliverables to the PRA and the City. All deliverables shall also be provided electronically, via e- mail where possible.

B. General Responsibilities.

1. Develop a good working relationship with the PRA, architects (as applicable) Contractors and subcontractors and the City (including Department of Labor Standards, Third-Party Economic Opportunity (EOP) Monitoring Firms, Third-Party Project Inspectors);
2. Analyze, manage and mitigate current or potential problems and risks;
3. Review log, track, maintain and distribute submittals, i.e. shop drawings, schedules, bulletins, request for information
4. Schedule, host and conduct all Project and end user meetings and report findings/results to the City and the PRA;
5. Attend City and PRA meetings and be generally available by telephone or email regarding the Project;
6. Prepare internal and external reports pertaining to Project status as requested by the City/PRA.
7. Coordinate/Negotiate/Manage all change order requests with Contractors, the City, the PRA, and architects (as applicable).

C. Required Experience of Personnel

1. Facility infrastructure experience,
2. Construction experience in city environments,
3. Coordination experience with Philadelphia utility groups,
4. Experience with MBE/WBE project requirements,
5. Experience with Prevailing Wage Projects

D. Consultant Rates

Provide hourly rates for the following:

1. Daily Project Manager (full time)
2. General Inspector (as stand-in when Project Manager is unavailable – part-time)
3. Scheduler – For review of monthly schedule and cost impact analysis (if required - part time)
4. Estimator – For review of change orders and additional services proposals (if required – part time)

E. Basic Facts

1. Plans and specifications will be made available to the successful finalist.
2. Special Inspections will be retained directly by the City and coordinated by the Consultant.
3. Consultant will be responsible for coordinating close-out i.e. reconciling budgets, collecting and transmitting warranties, as-builts, inspection reports, keys, attic stock, etc.
4. The Consultant is required to maintain a daily presence and carry out daily inspections at the Project site.

3. Schedule

The timeline for this Contract Opportunity is as follows:

Event	Date
Notice of Contract Opportunity Posted	6/2/2023
Mandatory Pre-proposal Meeting	6/14/2023 at 10:00 AM via Zoom video conferencing. The Zoom link will be posted to the PHDC website by 6/9/2023
Questions and/or Requests for Additional Information Due (All questions and answers will be publicly posted on PHDC’s website)	6/19/2023 by 3:00 PM
Qualifications/Proposals Due	6/29/2023 by 3:00 PM
Respondent(s) Selected*	July 2023
Contract Executed*	July/August 2023

*These dates are estimates only and the PRA reserves the right, in its sole discretion, to alter this schedule as it deems necessary or appropriate.

Questions/Requests for Additional Information

PRA will accept questions and requests for additional information directed in writing to RFP@phdc.phila.gov **up to 3 PM on 6/19/2023**. Questions, responses, and additional information will be posted on the PRA Website within **3 business days** of this date.

4. Proposal Requirements

There is a mandatory pre-proposal meeting on 6/14/2023, 2023 at 10:00 AM via Zoom video Conferencing. The link will be posted to the PHDC Website.

Please provide a proposal for all required professional services outlined in the scope of work, including

a staffing plan, if submitted by a firm, with associated hourly rates and a total cost for services in the following format:

1. **Cover letter.** Please provide a cover letter no more than two (2) pages in length specifying the name of your firm, name of key individual(s) involved, the not-to-exceed cost proposal, and whether your firm is a certified M/W/DBE.
2. **Personnel.** Provide resumes of key individual(s). Identify staff to be assigned and certify immediate availability for the requested pre-construction phase services. Provide evidence of successful completion of comparable projects. Indicate experience of cost estimating and scheduling on similar projects.
3. **Approach to Project Delivery.** Describe your approach to providing the Services described above, and strategies that make you qualified to best perform these services. Indicate your approach to providing these services in the most cost-effective manner possible. Indicate local projects where you or our firm has successfully monitored project costs to meet budget.
4. **Fee for Services.** Provide as much detail as possible including hourly rates of individual(s), the estimated hours required to complete the process tasks, and a total other cost items included in your proposal. Include costs relating to all meetings, staff time, coordination, deliverables, and all required project expenses in your total cost proposal. It is anticipated that the selected Consultant will be based in the Philadelphia region, and so travel to and from the job site and other local meetings will not be considered an eligible cost.
5. **Economic Inclusion.** Please provide a narrative describing applicant’s past performance in engaging certified Minority Business Enterprises (MBE), Woman Business Enterprises (WBE), or Disabled Business Enterprises (DBE) in subcontracting and in procuring goods and services. In addition, please describe the applicant’s past performance in hiring diverse workforce, both in-house and with subcontractors.
6. **Declarations and Other Information.** Proposal must also include the completed forms identified below in **Section 6**.

5. Project EOP Requirements Summary

Diversity and inclusion are a pillar of the Rebuild program, and the Economic Opportunity Plan (Attachment E, Form 04A) will establish goals for achieving the objectives of diverse business inclusion and workforce diversity. The following is a summary of Rebuild project EOP requirements, specifically Contract and Workforce participation goals.

Diverse Business Inclusion shall mean the Consultant's best and good faith efforts to provide meaningful and representative opportunities for Minority Business Enterprises (“MBEs”) and Woman Business Enterprises (“WBEs”) (collectively, “M/WBEs”). As a benchmark for the Consultant's expression of its best and good faith efforts to provide meaningful and representative opportunities for M/WBEs on the Project, the following contract participation ranges have been developed. These contract participation ranges represent, in the absence of discrimination in the solicitation and selection of M/WBEs, the percentage of M/WBE participation that would be reasonably attainable on the Project through the exercise of the Consultant's best and good faith efforts:

Contract/Workforce Participation Goals

	Contract Category	Certification Type	Goal
1.a.	Professional Services	MBE	25-30%
1.b.	Professional Services	WBE	15-20%

2.a.	Construction	MBE	30-35%
2.b.	Construction	WBE	15-20%

6. Evaluation/Selection

The PRA intends to select the applicant who best demonstrates the level of experience, skill and competence required to perform the services called for in this RFQ in the most efficient, cost- effective, and professional manner. The successful applicant will be willing to execute and work pursuant to the PRA's contract terms and conditions, which include – without limitation – non- discrimination requirements, indemnification of the PRA and the City, insurance coverage and cost principles. The PRA reserves the right not to pursue contracts as a result of this RFQ, or to pursue contracts for less than the entirety of the Project's scope.

The PRA will be guided by the following criteria in selecting an applicant, and will use its professional judgment in determining which applicant best serves the interests of the City and the PRA:

- Superior ability or capacity to meet particular requirements of this contract opportunity and needs of the City and the PRA.
- Superior prior experiences of various scales; demonstrated relative strength, reputation and successful experience providing services.
- Competence and proven track record working with private sector, governments and development organizations.
- Overall costs.
- Administrative and operational efficiency, requiring less City and PRA oversight and administration. Accessibility of the consultants to the City and the PRA.
- Demonstrated ability to meet timelines and milestones.
- Economic inclusion in contracting and workforce.
- Eligibility under Philadelphia Code provisions relating to campaign contributions.
- Compliance with City and PRA standards for contracting, such as indemnification and non-discrimination.
- Any other factors the PRA considers relevant to the evaluation of the responses from applicants.

7. Declarations and Other Information

Economic Inclusion: The PRA strongly encourages and promotes the employment of qualified MBE/WBE/DBE firms in all aspects of its procurement of goods and services. If applicant is a Certified M/W/DBE, defined as Minority Business Enterprises (MBE), Woman Business Enterprises (WBE), or Disabled Business Enterprises (DBE); please submit information to confirm Certification as part of bid proposal. Diversity and inclusion are a pillar of the Rebuild program, and the Economic Opportunity Plan (Attachment E).

Tax Clearance and Conflict of Interest Form: Respondents, upon request of the PRA, must provide evidence satisfactory to the PRA that all municipal taxes, including business taxes, real estate, school,

water and sewer charges, if applicable, are current for both the individual applicant and the applicant's firm and neither is currently indebted to the City; will at any time during the term of the agreement be indebted to the City, for or on account of any delinquent taxes, liens, judgments, fees or other debts for which no written agreement or payment plan satisfactory to the City has been established. Please complete the Philadelphia Tax Status Certification and Conflict of Interest form (Attachment A) and submit it with your proposal.

Campaign Contribution Disclosure Forms: Please complete the applicable disclosure forms (Attachment B) and submit with your proposal.

Insurance Requirements: Please submit a certificate of insurance evidencing the required coverages as outlined in Attachment C with your proposal. If, for any reason, you cannot comply with the insurance requirements, please provide the reasons for your inability to do so and the PRA will consider any deviations from the insurance requirements on a case-by-case basis.

Reservation of Rights: By submitting a proposal in response to this RFQ, an applicant affirmatively acknowledges: (i) its acceptance of the terms and conditions of this RFQ; (ii) the PRA may exercise in its sole discretion the following rights; and (iii) the PRA may exercise the following rights at any time and without notice to any applicant.

1. to reject any and all proposals;
2. to supplement, amend, substitute, modify or re-issue the RFQ with terms and conditions materially different from those set forth here;
3. to cancel this RFQ with or without issuing another RFQ;
4. to extend the time period for responding to this RFQ;
5. to solicit new proposals;
6. to conduct personal interviews with any applicant to assess compliance with the selection criteria;
7. to request additional material, clarification, confirmation or modification of any information in any and all proposals;
8. to negotiate any aspect of a proposal, including price;
9. to terminate negotiations regarding any and all proposals at any time;
10. to expressly waive any defect or technicality in any proposal;
11. to rescind a selection prior to contract execution if the PRA determines that the proposal does not conform to the specifications of this RFQ;
12. to rescind a selection prior to contract execution if the PRA determines that the specifications contained in this RFQ are not in conformity with law or that the process in selection of a proposal was not in conformity with law or with the legal obligations of the PRA;
13. in the event a contract is awarded, the successful applicant or applicants shall procure and maintain during the life of the contract liability insurance in an amount to be determined prior to the award of any contract;
14. in the event a contract is awarded, all Applicants agree to perform their services as an independent contractor and not as an employee or agent of the PRA;
15. in the event a contract is awarded, all applicants agree that no portion of performance of the contract shall be subcontracted without the prior written approval of the PRA; and
16. each applicant agrees to indemnify, protect and hold harmless the City and the PRA from any and all losses, injuries, expenses, demands and claims against the PRA or the City of Philadelphia sustained or alleged to have been sustained in connection with or resulting

from (i) the submission of the Applicant's proposal; (ii) the delivery by the Applicant to the PRA of any other documents or information; and (iii) any other conduct undertaken by the Applicant in furtherance of or in relation to the Applicant's proposal. Each Applicant agrees that its duty to indemnify and hold harmless shall not be limited to the terms of any liability insurance, if any, required under this RFQ or subsequent contract.

8. Application Process

Applicants must submit Qualifications **no later than June 29, 2023, by 3:00 PM**; absolutely no proposals will be accepted after that time. An applicant, whether an individual, partnership, LLC, non-profit, for profit or other business entity, may submit only one response to this RFQ. Individuals that are related to each other or business entities that are legally related to each other or to a common entity may not submit separate proposals. The PRA, in its sole and absolute discretion, retains the right to reject any proposal where: 1) applicants or principals of applicants are substantially similar or substantially related parties; or 2) the PRA has determined that the applicant has violated these conditions or the spirit of these conditions.

1. Qualifications/Proposals will only be accepted in the following manner:

Online Submission – via the electronic portal on PHDC's website Online Submission – via the electronic portal on PHDC's website (<http://www.phdcphila.org>);

The PRA is under no obligation whatsoever to an applicant as a result of this RFQ. The RFQ does not represent any commitment on the part of the PRA to an applicant or the Project. In no event shall the PRA be responsible for any cost, expense or fee incurred by or on behalf of an applicant in connection with the RFQ. The applicant shall be solely responsible for all such costs, expenses and fees.

NOTICE: The PRA is subject to the Pennsylvania Right to Know Law. Any information provided in your Response to this may be subject to disclosure to the public. Documents provided in response to this RFQ may also be required to be disclosed by applicable law, subpoena, and/or court order.

ATTACHMENT "A"

Tax Status Certification Form

PHILADELPHIA TAX STATUS CERTIFICATION REQUEST

CITY OF PHILADELPHIA DEPARTMENT OF REVENUE

Provide EOI
Tracking Number:

REQUESTER: PHA PHDC PIDC PPA PRA OTHER _____

Taxpayer Name: _____ Date: _____

Taxpayer Trading As: _____

Home Address: _____

Business Address: _____ Business Phone #: _____

1. Are you a Registered Taxpayer? YES NO

If so, provide your Federal Employer Identification Number here: _____

If so, provide your Philadelphia Business Tax Account Number here: _____

If so, provide your Social Security Number here: _____

2. Are you presently delinquent in any City of Philadelphia or Philadelphia School District taxes? YES NO

If so, what tax and amount owed? _____

3. Are you presently delinquent in Water and Sewer charges? YES NO

If so, amount owed: \$ _____

4. Have you ever been sued by the City of Philadelphia or the Philadelphia School District? YES NO

Have you declared bankruptcy? YES NO

If so, list date and nature of lawsuit or filing date of bankruptcy petition: _____

5. Are you involved in any other business activity? YES NO

If so, list company name(s) and account number(s) here: _____

6. Do you own real estate? YES NO

If so, list address(es) here, or on the back of this form: _____

I hereby affirm that the information provided above is true and correct to the best of my knowledge, information and belief; said affirmation being made subject to the penalties prescribed by 18 Pa. C.S.A. Sec. 4904 relating to unsworn falsification to authorities.

Name: (Please Print) _____

Title: _____

Signature: _____

Date: _____

CONFLICT OF INTEREST

All applicants are required to comply with federal, state and local regulations prohibiting conflicts of interest. The regulations concern the following groups of people:

- A. Employees, consultants, officers, or elected or appointed officials of the City of Philadelphia or Philadelphia Redevelopment Authority.
- B. Employees, consultants, or officers of any organization or business receiving federal, state or local funds or participating in a government housing program (including, but not limited to, Philadelphia Housing Development Corporation, Philadelphia Industrial Development Corporation and city-funded non-profits housing entities).

1. Are you now, or have you been during the preceding year, in one of the categories (A or B) described above?

YES NO

2. Is any member of your family or your spouse's family now, or have they been during the preceding year, in one of the categories (A or B) described above?

(Family members include spouses, parents, brothers, sisters, or children).

YES NO

If yes, please state the nature of your relationship and briefly describe your family member's duties or title with respect to the organization or business.

3. Is any person with whom you have a business relationship, or with whom you have had a business relationship during the preceding year, in one of the categories (A or B) described above?

(A person with whom you have a business relationship includes your employees, partners, shareholders, officers or directors).

YES NO

If yes, please state the nature of your relationship and briefly describe that person's duties or title with respect to the organization or business.

CONFLICT OF INTEREST

4. Does or will any person in one of the categories (A or B) described above have any interest in any contract for materials or services related to the project or property for which you are applying?

YES NO

Briefly describe the nature of that person's interest in the contract for materials or services.

ADDITIONAL DISCLOSURES

1. Do you own any property that is subject to any significant unresolved violation of City codes and ordinances?

YES NO

2. As a property owner, have you been involved in Philadelphia tax foreclosure proceeding in the last five years?

YES NO

3. Have you or any member of your development team been convicted of any felony within the past five years?

YES NO

4. Are you listed as an owner of record on the Philadelphia District Attorney's list of land that has been confiscated due to criminal activity?

YES NO

5. Has the developer or its principals been a developer, stockholder, officer, director, trustee, or partner (LLC) in any other development projects with the Philadelphia Redevelopment Authority, or the City of Philadelphia, or the Philadelphia Housing Development Corporation?

YES NO

If yes, provide the following information:

Project Name	Date	City Agency	Agency Role
1.			
2.			
3.			
4.			
5.			

Please include any additional projects on a separate sheet.

CERTIFICATION

I do hereby declare that I have filed the foregoing Statement of Interest and do hereby certify that the statements made in the foregoing Statement are true and correct to the best of my knowledge, information, and belief. I understand that false statements made herein are subject to the penalties of the Act of December 6, 1972, PLI 1482, No. 334, as amended, 18 PA. C. A 4904, relating to unsworn falsification to authorities.

Signature _____

Print/Type Name _____

Date _____

NOTICE: The Philadelphia Redevelopment Authority is subject to the Pennsylvania Right to Know Law. Any information provided in any of the foregoing documents may be subject to disclosure to the public.

[Click here to submit your form via email.](#)

INTERNAL USE ONLY

Check for outstanding License & Inspection violations:

No outstanding violations.

Outstanding violations: _____

ATTACHMENT “B”

Campaign Disclosure Form

Disclosure Forms

Directions:

1. Please read the following information regarding the completion of these disclosure forms. Please review the definitions prior to completing any form.
2. Date and initial the top of each form after you have completed it and sign the form on the last page.
3. NOTE: There are two different types of campaign contribution disclosure forms: one for those who are applying as individuals and one for those applying as businesses. Only fill out one type of form. (If you have used a consultant with respect to applying for this financial assistance you will have to fill out a campaign contribution disclosure form for them as well.)

Getting Started

There are five sets of disclosure forms enclosed in this packet. You must provide information for each disclosure form. The information you must disclose includes:

1. Any contributions (defined as a provision of money, in-kind assistance, discounts, forbearance or any other valuable thing) made during the two years prior to the application submission date or prior to your receipt of financial assistance in the absence of an application;
2. The name of any consultant(s) you used to help in obtaining this financial assistance and any campaign contributions they have made;
3. Any subcontractors you are planning to use if awarded this financial assistance;
4. Whether a City or Redevelopment Authority employee or official asked you to give money, services, or any other thing of value to any individual or entity; and
5. Whether a City or Redevelopment Authority employee or official gave you any advice on how to satisfy any minority, women, disabled or disadvantaged business participation goals.

More information on Disclosing Campaign Contributions

Applicants for financial assistance must disclose any contributions they made to:

- A candidate for nomination or election in any public office in the Commonwealth of Pennsylvania
- An incumbent in any public office in the Commonwealth of Pennsylvania
- A political committee or state party in the Commonwealth of Pennsylvania
- A group, committee, or association organized in support of any candidate, office holder, political committee or state party in the Commonwealth of Pennsylvania

The types of contributions that must be disclosed include:

- Any advance or deposit of money, gift, or any other valuable thing given to a candidate or political committee for the purpose of influencing any election in the Commonwealth of Pennsylvania
- The purchase of tickets for events such as dinners, luncheons, rallies and all other fund-raising events
- Granting of rebates or discounts not available to the general public or rebates by television and radio stations and newspapers not extended on an equal basis to all candidates
- Any payments made on behalf of the candidate not made by either the candidate or their committee

Attribution Rules. In addition to disclosing contributions made directly by the applicant, the applicant will be asked to supply information on other types of contributions. The campaign contribution disclosure forms will include questions that specifically ask for information on these other types of contributions. These contributions will be attributed to the individual or business and will be used to determine the applicant's eligibility to receive financial assistance.

Businesses (i.e. corporation, limited liability company, partnership association, joint venture, or any other legal entity) have to disclose contributions made by the following:

- Applicant business
- Parent, subsidiary, or otherwise affiliated entity of the applicant business ("affiliate")
- An individual or business that is then reimbursed by the applicant business or affiliate

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- Officers, directors, controlling shareholders, or partners of the for-profit applicant business or for-profit affiliate
- Political action committee controlled by applicant business or affiliate
- Political action committee controlled by officer, director, controlling shareholder, or partner of the for-profit applicant business or for-profit affiliate

Individuals have to disclose contributions made by the following:

- Applicant individual
- Member of individual's immediate family (i.e., spouse, life partner, or dependent child living at home), when contributions are in excess of \$3,000.

In addition to direct contributions to candidates, incumbents, or political committees in the Commonwealth of Pennsylvania, applicants are also required to disclose:

1. Contributions not directly given to a candidate, incumbent, or political committee but made with the intent that the contribution will benefit the candidate, incumbent, or political committee;
2. Solicitation of contributions on behalf of a candidate, incumbent, or political committee, including the hosting of or solicitation at fundraising events (required to disclose details regarding the date of event and amount raised); and
3. Contributions not made directly by the individual/business to a candidate, incumbent, or political committee but furnished by the individual / business (as an "intermediary").

Eligibility Restrictions

Effective as of January 1, 2016, if an individual makes contributions totaling over \$3,000 in one calendar year to a candidate for City elective office or to an incumbent, the individual is not eligible to apply for, or enter into, any Non-Competitively Bid Contract in excess of \$10,000, nor shall said individual be eligible to be a sub-contractor (at any tier) of any such contract during that candidate's or incumbent's term of office. The monetary limits in effect for individuals prior to January 1, 2016 remain in effect for purposes of determining an individual's eligibility during the two year disclosure period prior to the date an individual's application in response to a contract opportunity is due or for determining an individual's continuing compliance during the term of any such contract that is awarded to the individual. For the period February 1, 2006 through December 31, 2007, the contribution limit amount is \$2,500; for the period January 1, 2008 through December 31, 2011, the contribution limit amount is \$2,600; for the period January 1, 2012 through December 31, 2015, the contribution limit amount is \$2,900.

Effective as of January 1, 2016, if a business makes contributions totaling over \$11,900 in one calendar year to a candidate for City elective office or to an incumbent, the business is not eligible to apply for, or enter into, any Non-Competitively Bid Contract in excess of \$25,000, nor shall said individual be eligible to be a sub-contractor (at any tier) of any such contract during that candidate's or incumbent's term of office. The monetary limits in effect for businesses prior to January 1, 2016 remain in effect for purposes of determining a business' eligibility during the two year disclosure period prior to the date a business' application in response to a contract opportunity is due or for determining a business' continuing compliance during the term of any such contract that is awarded to the business. For the period February 1, 2006 through December 31, 2007, the contribution limit amount is \$10,000; for the period January 1, 2008 through December 31, 2011, the contribution limit amount is \$10,600; for the period January 1, 2012 through December 31, 2015, the contribution limit amount is \$11,500.

→ **Note on Eligibility:** If a candidate for any City elective office contributes \$250,000 or more from his or her personal resources to his or her campaign, then the eligibility thresholds for individuals and businesses shall double with respect to contributions to all candidates for that same elective office (i.e. \$6,000 for individuals and \$23,800 for businesses).

Definitions

Affiliate	A parent, subsidiary, or otherwise affiliated entity of a business
Applicant	An individual or business who has filed an application to be awarded a non-competitively bid contract or financial assistance
Business	A corporation, limited liability company, partnership, association, joint venture or any other legal entity (including non-profit organizations) other than an Individual
Candidate	Any individual who seeks nomination or election to public office, other than a judge of elections or inspector of elections, whether or not such individual is nominated or elected. An individual shall be deemed to be seeking nomination or election to such office if he or she has (1) received a contribution or made an expenditure or has given his consent for any other person or committee to receive a contribution or make an expenditure, for the purpose of influencing his or her nomination or election to such office, whether or not the individual has made known the specific office for which he or she will seek nomination or election at the time the contribution is received or the expenditure is made; or (2) taken the action necessary under the laws of the Commonwealth of Pennsylvania to qualify himself or herself for nomination or election to such office.
Consultant	A person used by an applicant to assist in obtaining the financial assistance through direct or indirect communication by such individual or business with any City Redevelopment Authority or the organization providing financial assistance or any City officer or employee or officer or employee of the organization providing financial assistance, if the communication is undertaken by such individual or business in exchange for, or with the understanding of receiving, payment from the applicant; provided, however, that "Consultant" shall not include a full-time employee of the applicant.
Contributions	The provision of money, in-kind assistance, discounts, forbearance or any other valuable thing, during the two years prior to the deadline for the filing of the application for the contract opportunity or financial assistance, to any of the following: <ul style="list-style-type: none"> – a candidate for nomination or election to any public office in the Commonwealth of Pennsylvania; – an incumbent in any public office in the Commonwealth; – a political committee or state party in the Commonwealth; or – a group, committee or association organized in support of any candidate, office holder, political committee or state party in the Commonwealth.
Financial Assistance	Any grant, loan, tax incentive, bond financing subsidy for land purchase or otherwise, or other form of assistance that is realized by or provided to a person in the amount of fifty thousand dollars (\$50,000) or more through the authority or approval of the City, including, but not limited to, Tax Increment Financing (TIF) aid, industrial development bonds, use of the power of eminent domain, Community Development Block Grant (CDBG) aid or loans, airport revenue bonds, and Enterprise Zone or similar economic development zone designations (such as Keystone Opportunity Zones, Keystone Opportunity Expansion Zones, Keystone Opportunity Improvement Zones, and Economic Development District Zones), but not including any assistance to which a person is entitled under a law enacted before the individual or business applied for or requested such assistance.
Immediate family	A spouse or life partner residing in the individual's household or minor dependent children

Philadelphia Redevelopment Authority

Incumbent	An individual who holds elective office
Intermediary	A person, who, other than in the regular course of business as a postal, delivery or messenger service, delivers a contribution from another individual or business to the recipient of such contribution
Person	An individual, corporation, limited liability company, partnership, association, joint venture, or any other legal entity
Political committee	Any committee, club, association or other group of persons which receives money or makes expenditures for purposes of influencing any election
Solicit a Contribution	Requesting or suggesting that a person make a contribution. The sponsoring or hosting of a fundraising event is considered soliciting a contribution from the attendees of the event. Any contributions raised at such event are counted as a contribution made by the host of the event.

If Applying as an Individual:
Campaign Contribution Disclosure Form

Please read through the directions and definitions before filling out this disclosure form to make sure that each question is answered appropriately and thoroughly. Note that you must provide information for the two years prior to the application deadline.

	Yes	No
Have you made any contributions?	<input type="checkbox"/>	<input type="checkbox"/>
Have you solicited or served as an intermediary for any contributions?	<input type="checkbox"/>	<input type="checkbox"/>
Has a member of your immediate family made any contributions over and above \$3,000?	<input type="checkbox"/>	<input type="checkbox"/>
Has a member of your immediate family solicited or served as an intermediary for contributions over and above \$3,000?	<input type="checkbox"/>	<input type="checkbox"/>
<i>Check here to certify that no contributions were made.</i>	<input type="checkbox"/>	

Additional information on every contribution must be disclosed.
Please use the table provided on the next page.

If Applying as an Individual:
Campaign Contribution Disclosure Form

For relationship, please indicate whether the contributor was the Individual or Family Member.

Name of Contributor	Relationship <small>(to individual or business completing this form)</small>	Name of Recipient	Date of Contribution	Amount of Contribution

Please use additional pages as needed.

**If Applying as a Business:
Campaign Contribution Disclosure Form**

Please read through the directions and definitions before filling out this disclosure form to make sure that each question is answered appropriately and thoroughly. Where “non-profit” is an option, indicate whether the business is a non-profit; non-profits are not required to disclose contribution information on these questions. Note that you must provide information for the two years prior to the application deadline.

	Yes	No	Non-Profit
Has the business made any contributions?	<input type="checkbox"/>	<input type="checkbox"/>	
Has the business solicited or served as an intermediary for any contributions?	<input type="checkbox"/>	<input type="checkbox"/>	
Has an officer, director, controlling shareholder, or partner of the business made any contributions? <i>See note below.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Has an officer, director, controlling shareholder, or partner of the business solicited or served as an intermediary for any contributions? <i>See note below.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Has an affiliate of the business made any contributions?	<input type="checkbox"/>	<input type="checkbox"/>	
Has an affiliate of the business solicited or served as an intermediary for any contributions?	<input type="checkbox"/>	<input type="checkbox"/>	
Has an officer, director, controlling shareholder, or partner of a for-profit affiliate of the business made any contributions? <i>See note below.</i>	<input type="checkbox"/>	<input type="checkbox"/>	
Has an officer, director, controlling shareholder, or partner of a for-profit affiliate of the business solicited or served as an intermediary for any contributions? <i>See note below.</i>	<input type="checkbox"/>	<input type="checkbox"/>	
Has the business or an affiliate of the business reimbursed another individual or business for a contribution that the individual or business has made?	<input type="checkbox"/>	<input type="checkbox"/>	
Has an officer, director, controlling shareholder, or partner of a for-profit business, or of a for-profit affiliate of the business, reimbursed another individual or business for a contribution that the individual or business has made?	<input type="checkbox"/>	<input type="checkbox"/>	
Has a political committee controlled by the business or by an affiliate of the business made any contributions?	<input type="checkbox"/>	<input type="checkbox"/>	
Has a political committee controlled by an officer, director, controlling shareholder, or partner of the for-profit business, or of a for-profit affiliate of the business, made any contributions?	<input type="checkbox"/>	<input type="checkbox"/>	
<i>Check here to certify that no contributions were made.</i>		<input type="checkbox"/>	

Note: Applicants must disclose all contributions to candidates or incumbents which are attributed to an immediate family member of an officer, director, controlling shareholder or partner of the for-profit Applicant or the for-profit affiliate of the Applicant. Please disclose the full amount of the contribution, although only the amount above \$3000 may potentially be attributed to the officer, director, controlling shareholder or partner (and, by extension, the Applicant business).

Additional information on every contribution must be disclosed.
Please use the table provided on the next page.

Date: _____

Initials: _____

If Applying as a Business:
Campaign Contribution Disclosure Form

For relationship, indicate whether the contributor was the Business, Affiliate, Controlled Political Committee, Controlling Shareholder, Director, Officer, Parent, Partner, Reimbursed Contributor, Solicited Contributor, Subsidiary, or Other.

Name of Contributor	Relationship <small>(to individual or business completing this form)</small>	Name of Recipient	Date of Contribution	Amount of Contribution

Please use additional pages as needed.

Philadelphia Redevelopment Authority

Date: _____

Initials: _____

Use of Consultant Disclosure Form

Please list all consultant(s) used in the year prior to the application deadline and the corresponding information for that consultant in the space provided below.

Please note that a Consultant, for the purposes of the required disclosures, is defined as an individual or business used by an applicant or contractor to assist in obtaining financial assistance through direct or indirect communication by such individual or business with any City Redevelopment Authority, the organization providing financial assistance, any City officer/employee, or any officer/employee of the organization providing financial assistance, if the communication is undertaken in exchange for, or with the understanding of receiving, payment from the applicant or contractor or any other individual or business (however, "Consultant" shall not include a full-time employee of the Applicant or Contractor).

Check here to certify that no consultant(s) was used in the year prior to the application deadline.	<input type="checkbox"/>
Consultant 1	
Consultant Name	
Address 1	
Address 2	
City, State, Zip	
Phone	
Amount Paid or to be Paid	
Consultant 2	
Consultant Name	
Address 1	
Address 2	
City, State, Zip	
Phone	
Amount Paid or to be Paid	
Consultant 3	
Consultant Name	
Address 1	
Address 2	
City, State, Zip	
Phone	
Amount Paid or to be Paid	
Consultant 4	
Consultant Name	
Address 1	
Address 2	
City, State, Zip	
Phone	
Amount Paid or to be Paid	

Consultant: Individual Campaign Contribution Disclosure Form

Use this form if the Consultant used is an Individual. Please read through the directions and definitions before filling out this disclosure form to make sure that each question is answered appropriately and thoroughly. Note that you must provide information for the two years prior to the application deadline.

	Yes	No
Has the Consultant made any contributions?	<input type="checkbox"/>	<input type="checkbox"/>
Has the Consultant solicited or served as an intermediary for any contributions?	<input type="checkbox"/>	<input type="checkbox"/>
Has a member of the Consultant's immediate family made any contributions over and above \$3,000?	<input type="checkbox"/>	<input type="checkbox"/>
Has a member of the Consultant's immediate family solicited or served as an intermediary for contributions over and above \$3,000?	<input type="checkbox"/>	<input type="checkbox"/>
<i>Check here to certify that no contributions were made.</i>	<input type="checkbox"/>	

Additional information on every contribution must be disclosed.
Please use the table provided on the next page.

Date: _____

Initials: _____

Consultant: Individual Campaign Contribution Disclosure Form

Use this form if the Consultant used is an Individual. For relationship, indicate whether the contributor was the Individual or Family Member.

Name of Contributor	Relationship to Consultant	Name of Recipient	Date of Contribution	Amount of Contribution

Please use additional pages as needed.

Consultant: Business Campaign Contribution Disclosure Form

Use this form if the Consultant used is a Business. Please read through the directions and definitions before filling out this disclosure form to make sure that each question is answered appropriately and thoroughly. Where “non-profit” is an option, indicate whether the business is a non-profit; non-profits are not required to disclose contribution information on these questions. Note that you must provide information for the two years prior to the application deadline.

	Yes	No	Non-Profit
Has the Consultant business made any contributions?	<input type="checkbox"/>	<input type="checkbox"/>	
Has the Consultant business solicited or served as an intermediary for any contributions?	<input type="checkbox"/>	<input type="checkbox"/>	
Has an officer, director, controlling shareholder, or partner of the Consultant business made any contributions? <i>See note below.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Has an officer, director, controlling shareholder, or partner of the Consultant business solicited or served as an intermediary for any contributions? <i>See note below.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Has an affiliate of the Consultant business made any contributions?	<input type="checkbox"/>	<input type="checkbox"/>	
Has an affiliate of the Consultant business solicited or served as an intermediary for any contributions? <i>See note below.</i>	<input type="checkbox"/>	<input type="checkbox"/>	
Has an officer, director, controlling shareholder, or partner of a for-profit affiliate of the Consultant business made any contributions? <i>See note below.</i>	<input type="checkbox"/>	<input type="checkbox"/>	
Has an officer, director, controlling shareholder, or partner of a for-profit affiliate of the Consultant business solicited or served as an intermediary for any contributions?	<input type="checkbox"/>	<input type="checkbox"/>	
Has the Consultant business or an affiliate of the business reimbursed another individual or business for a contribution that the individual or business has made?	<input type="checkbox"/>	<input type="checkbox"/>	
Has an officer, director, controlling shareholder, or partner of the for-profit Consultant business, or of a for-profit affiliate of the Consultant business, reimbursed another individual or business for a contribution that the individual or business has made?	<input type="checkbox"/>	<input type="checkbox"/>	
Has a political committee controlled by the Consultant business or by an affiliate of the business made any contributions?	<input type="checkbox"/>	<input type="checkbox"/>	
Has a political committee controlled by an officer, director, controlling shareholder, or partner of the for-profit Consultant business, or of a for-profit affiliate of the Consultant business, made any contributions?	<input type="checkbox"/>	<input type="checkbox"/>	
<i>Check here to certify that no contributions were made.</i>		<input type="checkbox"/>	

Note: Consultants must disclose all contributions to candidates or incumbents which are attributed to an immediate family member of an officer, director, controlling shareholder or partner of the for-profit Consultant or the for-profit affiliate of the Consultant. Please disclose the full amount of the contribution, although only the amount above \$3000 will be attributed to the officer, director, controlling shareholder or partner (and, by extension, the Consultant business).

Additional information on every contribution must be disclosed.
Please use the table provided on the next page.

Philadelphia Redevelopment Authority

Date: _____

Initials: _____

Consultant: Business Campaign Contribution Disclosure Form

Use this form if the Consultant used is a Business. For relationship, indicate whether the contributor was the Consultant Business, Affiliate, Controlled Political Committee, Controlling Shareholder, Director, Officer, Parent, Partner, Reimbursed Contributor, Solicited Contributor, Subsidiary, or Other.

Name of Contributor	Relationship to Consultant	Name of Recipient	Date of Contribution	Amount of Contribution

Please use additional pages as needed.

Philadelphia Redevelopment Authority

Use of Subcontractor Disclosure Form

Please list all subcontractor(s) you are planning to use if awarded this financial assistance by filling out the appropriate information in the space provided below.

Check here to certify that no subcontractor(s) are to be used.	<input type="checkbox"/>
Subcontractor Name	
Address 1	
Address 2	
City, State, Zip	
Phone	
Amount Paid or to be Paid, or Percentage to be Paid	
Subcontractor Name	
Address 1	
Address 2	
City, State, Zip	
Phone	
Amount Paid or to be Paid, or Percentage to be Paid	
Subcontractor Name	
Address 1	
Address 2	
City, State, Zip	
Phone	
Amount Paid or to be Paid, or Percentage to be Paid	
Subcontractor Name	
Address 1	
Address 2	
City, State, Zip	
Phone	
Amount Paid or to be Paid, or Percentage to be Paid	

Philadelphia Redevelopment Authority

Employee Request Form

Please list any City or Redevelopment Authority employees or officers or employees/officers of the organization providing financial assistance who have asked you (the Applicant), any officer director, or management employee of the Applicant, or any person representing the Applicant to give money, services, or any other thing of value (other than contributions as defined above) during the two years prior to the application deadline.

Check here to certify that no City or Redevelopment Authority employees/officers or employees/officers of the organization providing financial assistance have asked you (the Applicant), any officer director, or management employee of the Applicant, or any person representing the Applicant to give money, services, or any other thing of value (other than contributions as defined above) during the two years prior to the application deadline.	<input type="checkbox"/>
Name of Employee/Officer	
Title	
Money Services, or Thing of Value Requested	
Money, Services, or Thing of Value Given (If none, write "none")	
Date Requested	
Date of Payment	
Name of Employee/Officer	
Title	
Money Services, or Thing of Value Requested	
Money, Services, or Thing of Value Given (If none, write "none")	
Date Requested	
Date of Payment	
Name of Employee/Officer	
Title	
Money Services, or Thing of Value Requested	
Money, Services, or Thing of Value Given (If none, write "none")	
Date Requested	
Date of Payment	

Philadelphia Redevelopment Authority

Employee Participation Advice Disclosure Form

Please list any City or Redevelopment Authority employees or officers employees/officers of the organization providing financial assistance who gave you (the Applicant), any officer director, or management employee of the Applicant, or any person representing the Applicant advice that a particular individual or business could be used by the Applicant to satisfy any goals established in the contract or financial assistance agreement for the participation of minority, women, disabled, or disadvantaged business enterprises during the two years prior to the application deadline.

Check here to certify that no City or Redevelopment Authority employees/officers or employees/officers of the organization providing financial assistance gave you (the Applicant), any officer director, or management employee of the Applicant, or any person representing the Applicant advice that a particular individual or business could be used by the Applicant to satisfy any goals established in the contract or financial assistance agreement for the participation of minority, women, disabled, or disadvantaged business enterprises during the two years prior to the application deadline.	<input type="checkbox"/>
Name of Employee/Officer	
Title	
Date of Advice	
Individual or Business Recommended to Satisfy Participation Goals	
Name of Employee/Officer	
Title	
Date of Advice	
Individual or Business Recommended to Satisfy Participation Goals	
Name of Employee/Officer	
Title	
Date of Advice	
Individual or Business Recommended to Satisfy Participation Goals	
Name of Employee/Officer	
Title	
Date of Advice	
Individual or Business Recommended to Satisfy Participation Goals	

Philadelphia Redevelopment Authority

Signature

In order for the submission of these disclosure forms to be considered valid, they must be properly signed below by the respondent. Disclosure forms **that are not signed will be rejected**. By signing your name and title in the signature space below, you, as the respondent, signify your intent to sign these disclosure forms. The signatory hereby declares and certifies themselves to be the respondent, declares and certifies that they are properly authorized to execute these disclosure forms, and represents and covenants that all of the information and disclosures provided to the best of their knowledge are true and contain no material misstatements or omissions. Breach of such representation and covenant may render any subsequent provision of financial assistance voidable, and entitle the City (or Redevelopment Authority) to all rights and remedies provided by law or equity.

If these disclosure forms are being submitted by an INDIVIDUAL, PARTNERSHIP, LIMITED LIABILITY COMPANY OR MANAGED LIMITED LIABILITY COMPANY, sign the forms here:

Signature

Date

Name

Title

If these disclosure forms are being submitted by a CORPORATION, sign the forms here, with signatures by (a) President or Vice-President of the corporation AND (b) Secretary, Assistant Secretary, Treasurer or Assistant Treasurer of the corporation. If the disclosure forms are not signed by the above mentioned, you hereby certify that you are authorized pursuant to a certified corporate resolution to sign in place of such officers.

Signature

Date

Name

President/Vice President, if other, please specify

Signature

Date

Name

*Secretary/Asst. Secretary/Treasurer/Asst. Treasurer
If other, please specify*

ATTACHMENT “C”

PRA Insurance Requirements

INSURANCE REQUIREMENTS

1. Contractor and all of its subcontractors, at their own expense, shall maintain or cause to be maintained with insurance companies with a Best Rating of A- or better and licensed to do business in the Commonwealth of Pennsylvania or otherwise satisfactory to the City of Philadelphia ("Owner"), a minimum of the following insurance:

(a) Commercial General Liability Insurance with a general aggregate limit of Two Million Dollars (\$2,000,000), One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury (including death) and property damage, One Million Dollars (\$1,000,000) for personal and advertising injury and One Million Dollars (\$1,000,000) for products and completed operations. The policy shall include the following coverages: blanket contractual liability; personal injury liability; products and completed operations; independent contractors; employees and volunteers as additional insureds; cross liability; broad form property damage liability (including completed operations and loss of use) explosion, collapse and underground damage (XCU); public liability and property damage coverage for bodily injury, accidental death and damage to property, which may arise from operations under this Agreement and contractual liability insurance in a form sufficient to cover Contractor's indemnity under Section 8.18 of this Agreement and any implied warranties of Contractor.

(b) Workers' Compensation/Employer's Liability Insurance for all its employees in accordance with statutory requirements of the Commonwealth of Pennsylvania. The coverage will include an All States Endorsement. The minimum limits of liability for employer's liability insurance shall be Five Hundred Thousand Dollars (\$500,000) for bodily injury by accident for each accident, Five Hundred Thousand Dollars (\$500,000) for bodily injury by disease for each employee and Five Hundred Thousand Dollars (\$500,000) for the policy limit for bodily injury by disease.

(c) Automobile Liability Insurance for all owned, non-owned and hired vehicles against bodily injury (including death) and property damage with a minimum combined single limit of One Million Dollars (\$1,000,000) and coverage for contractual liability, including liability for employee injury assumed under this Agreement.

(d) Pollution Liability Insurance with a minimum limit of One Million Dollars (\$1,000,000) for each claim and the annual aggregate. Contractor must also obtain tail coverage, an extended reporting period or maintain Contractor's current coverage for occurrences happening during the performance of the contract for at least two (2) years after completion of the contract. The policy must not exclude asbestos, lead, silica, mold/fungus, oil, oil-related chemicals, petroleum, petroleum-related chemicals, or any other environmental contaminant or pollutant, which may be encountered during construction. In lieu of providing a separate pollution liability insurance policy, coverage may be endorsed to the commercial general liability policy.

(e) Excess/umbrella liability insurance with a minimum limit of Five Million Dollars (\$5,000,000) for each occurrence and the annual aggregate amount that will apply in excess of the commercial general liability, automobile liability, and employer's liability insurance policies.

2. Contractor will provide Owner with the provisions from each of the required insurance policies or endorsements for each of the required insurance policies stating the following:

(a) Contractor's insurance coverage is on a primary and non-contributory basis with any insurance carried or administered by Owner, the Philadelphia Redevelopment Authority ("PRA") or the Philadelphia Authority for Industrial Development ("PAID");

(b) includes coverage for ongoing operations and completed operations;

(c) Owner, the PRA, PAID and each of their respective officers, directors, employees and agents are named as additional insured on a primary and non-contributory basis on all of the insurance policies, except for workers' compensation and professional liability insurance policies, even for claims regarding their partial negligence;

(d) includes a waiver of subrogation in favor of Owner and all of the other aforementioned additional insureds;

(e) coverage is applicable separately to each insured against whom a claim is made or suit is brought and there is no "Cross Liability" exclusion on the insurance policies that preclude coverage for suits or claims between Contractor and Owner or between the Owner and any other insured or additional insured under the insurance policies;

(f) no act or omission of Owner, the PRA or their respective officers, directors, employees or agents will invalidate coverage; and

(g) Contractor shall not have a Self-Insured Retention ("SIR") on any policy greater than Fifty Thousand Dollars (\$50,000), which is the responsibility of Contractor. If Contractor's policy(ies) has a Self Insured Retention exceeding this amount, approval must be received from Owner prior to starting work. In the event any policy includes an SIR, Contractor is solely responsible for payment within the SIR of their policy(ies) and the Additional Insured requirements specified herein shall be provided within the SIR amount(s).

3. Endorsement forms required include CG 20 01, CG 20 10 and CG 20 37 as published by the Insurance Services Office ("ISO") or on equivalent forms that are satisfactory to Owner.

4. The amount of insurance provided in Section 1 shall not be construed to be a limitation of the liability on the part of Contractor. The carrying of the insurance described shall in no way be interpreted as relieving Contractor of any responsibility or liability under this Agreement.

5. All insurance specified in Section 1, either by provisions in the policy or by special endorsement attached thereto, shall be primary and non-contributory, shall not be invalidated due to the acts or omissions of Owner, the PRA, PAID or each of their respective officers, directors, agents or employees and shall contain a "Cross Liability" Endorsement which provides that the insurance afforded applies separately to each insured against whom a claim is made or suit is

brought, including claims by one insured against another, except with respect to the limits of Contractor's liability.

6. Contractor, for itself and its respective insurers, hereby releases Owner, the PRA and PAID from any and all claims, demands, actions and causes of action (including, without limitation, subrogation claims), for loss or damage covered by any of the insurance maintained by Contractor, even if the loss or damage shall have been caused by the fault or partial negligence of Owner, the PRA or PAID, or anyone for whom the Owner, the PRA or PAID may be responsible. If any of the policies of insurance required under this Agreement require an endorsement to provide for the waiver of subrogation, then the named insured of such policies will cause them to be so endorsed.

7. All insurance shall be in full force and effect for the entire term of this Agreement. If any such insurance is due to expire during the term of this Agreement, Contractor shall not permit the coverage to lapse and shall furnish evidence of coverage to Owner, the PRA and PAID. Certificates of insurance evidencing the required coverages and additional insured endorsements must specifically reference the Property and the Subgrant Agreement dated May 27, 2015, as amended (the "Subgrant Agreement") between PAID and PRA, pursuant to which the Agreement is authorized. **The original certificates of insurance shall be submitted to PRA, to PAID at c/o PIDC, 2600 Centre Square West, 15th and Market Streets, Philadelphia, PA 19103, Attention: Vice President – Corporate Counsel, and to the Owner's Division of Risk Management at One Parkway Building, 14th Floor, 1515 Arch Street, Philadelphia, PA 19102, Attention: Barry Scott, at least ten (10) days before work is to commence.** The original certificates of insurance shall be submitted to PRA, PAID and Owner as set forth above before each renewal date. The ten (10) day requirement for advance documentation of insurance coverage may be waived in situations where such waiver will benefit the Owner, but under no circumstances shall the Contractor actually begin work (or continue work, in the case of renewal) without providing the required proof of insurance and required endorsements. Owner reserves the right to require the Contractor to furnish certified copies of the original policies of all insurance required under the Agreement, including certified copies of all required endorsements, at any time upon ten (10) days prior written notice to the Contractor.

8. Insurance requirements are subject to the periodic review by Owner. Any failure, actual or alleged, on the part of Owner to monitor or enforce compliance with any of the insurance requirements will not be deemed as a waiver of any rights on the part of Owner. Owner may require additional types of insurance or higher limits if, in its sole discretion, the potential risk warrants it. The amount of insurance provided in the required insurance coverages outlined above shall not be construed to be a limitation of the liability on the part of the Contractor.

9. The insurance policies must provide for at least thirty (30) days prior written notice to be given to Owner in the event that coverage is materially changed, cancelled or non-renewed or once any policy limits have been exhausted by fifty percent (50%). In the event of material change, cancellation or non-renewal of coverage(s), Contractor must replace the coverage(s) to comply with the contract requirements to prevent a lapse of coverage for any time period during the term of the contract.

10. Notwithstanding the minimum limits specified in Section 1, no less than the stated value for each of the insurance policies of Contractor and its subcontractors shall be available to Owner to cover Contractor's indemnity under this Agreement.

ATTACHMENT “D”

REBUILD EOP

**CITY OF PHILADELPHIA
REBUILD
ECONOMIC OPPORTUNITY PLAN**

I. Introduction and Definitions

A. Chapter 17-1600 of The Philadelphia Code requires the development and implementation of “Economic Opportunity Plan(s)” (“EOPs”) for certain classes of contracts and covered projects as defined in Section 17-1601. Rebuilding Community Infrastructure, generally referred to as “Rebuild,” is a City program for the construction, demolition, renovation and equipping of the City’s parks, libraries, playgrounds, recreation centers and other related facilities for the purpose of creating first-class, modern, safe, and clean parks, recreation centers, and libraries. Diversity and inclusion is a pillar of the Rebuild program and this Economic Opportunity Plan (“EOP”) will establish goals for achieving the objectives of diverse business inclusion and workforce diversity.

For purposes of this EOP, the following definitions will apply:

Diverse Business Inclusion shall mean each Project Contractor’s best and good faith efforts to provide meaningful and representative opportunities for Minority Business Enterprises (“MBEs”), Woman Business Enterprises (“WBEs”) and Disabled Business Enterprises (“DSBEs”) (collectively, “M/W/DSBEs” which also includes firms designated as Disadvantaged Business Enterprises or “DBEs”). In furtherance of Section 17-1502 of The Philadelphia Code and as informed by the City’s most current Annual Disparity Study, contract opportunities for MBEs may be separated into categories of firms owned by African Americans, Hispanic Americans, Asian Americans and Native Americans.

Best and Good Faith Efforts shall mean those efforts, the scope, intensity and appropriateness of which are designed and performed to foster meaningful and representative opportunities for participation by M/W/DSBEs and achieve an appropriately diverse workforce. Best and Good Faith Efforts are considered met (subject to audit and verification), when a Project Contractor makes binding contractual commitments within the M/W/DSBE Participation Ranges established for the contract and commits to employ a diverse workforce within the goals and timetable established for the contract.

Diverse Workforce shall refer to the recruitment, hiring, training, employment and trades union referral, as both journeypersons and apprentices, of workers who are African American, Hispanic American, Asian American, and/or Female.

Philadelphia Resident as used herein shall mean, to the extent permitted by law, a positive factor for consideration given to those workers residing in Philadelphia and shall also include those

businesses certified as Local Business Enterprises under Section 17-109 of The Philadelphia Code or meeting the criteria described in Executive Order 04-12.

II. Rebuild Diversity and Inclusion Goals

A. Participation Goals for Diverse Business Inclusion

As a benchmark for the Project Contractor's expression of its Best and Good Faith Efforts to provide meaningful and representative opportunities for M/W/DSBEs in the contract, the following participation ranges have been developed. These participation ranges represent, in the absence of discrimination in the solicitation and selection of M/W/DSBEs, the percentage of MBE, WBE and DSBE participation that is reasonably attainable on this contract through the exercise of Seller's Best and Good Faith Efforts. In order to maximize opportunities for as many businesses as possible, a firm that is certified in two or more categories (e.g. MBE and WBE and DSBE or WBE and DSBE) will only be credited toward one participation range as either an MBE or WBE or DSBE. The firm will not be credited toward more than one category.

Professional services contracts: 25-30% minority and 15-20% women

Construction contracts: 30-35% minority and 15-20% women

B. Employment Goals for Diverse Workforce

The Project Contractor agrees to exhaust its Best and Good Faith Efforts to employ an appropriately diverse workforce which will include minority persons and females at all tiers of employment and management. For this Plan, an appropriately diverse workforce is one which reflects the local availability and historic utilization of Philadelphia residents, and also recognizes underutilization of diverse workers across all trades. The following are expressed as hourly project goals:

- Total minority laborer and skilled workforce hours 45% (African American journeypersons 27%, Hispanic journeypersons 15%, and Asian journeypersons 3%);
 - Total minority workforce hours for laborers, 60% and total minority workforce hours for skilled, 40%;
 - Total women laborer and skilled workforce hours 5%;
 - Total women workforce hours, 5% laborer and 5% skilled.
-
- Local construction workforce: 50-60%.

III. Project Contractor Responsiveness and Responsibility Relative to Rebuild Goals

A. The Project Contractor agree to Rebuild EOP goals by signing this **Commitment Form**, and shall identify all its M/W/DSBE commitments and evidence its agreement to employ a diverse workforce on the forms entitled, “Project Contract Participation Worksheet” and “Workforce Diversity Goals.” (Attachement I-a, this document)

(i) In support of achieving diverse business inclusion, the Project Contractor will identify its commitments to use M/WBEs on the **Project Contract Participation Worksheet** (excel template provided); the identification of these commitments constitutes a representation by Project Contractor that each M/WBE identified on the form is capable of completing the subcontract with its own workforce, and that the Project Contractor has made or intends to make a legally binding commitment with the firm. Project Contractor is to maintain the M/WBE percentage commitments throughout the term of the contract, which shall apply to the total amount of the contract and any additional increases. (Attachment I-b)

(ii) The Project Contractor shall identify its plan to solicit and maintain a diverse workforce on a weekly basis with the estimated hourly breakout for African American, Hispanic, Asian and Women workers. The plan shall be contained in the Documentation of Best and Good Faith Efforts, **Workforce Diversity Form**. The plan must demonstrate that efforts have been made and are ongoing to meet or exceed the aforementioned Employment Goals. (Attachment I-c)

(iii) In support of Rebuild’s overall goal of a local construction workforce of 50%-60% Philadelphia residents, Project Contractors are strongly encouraged to cause their contractors to hire workers residing in Philadelphia and make commitments with businesses certified as Local Business Enterprises (LBE) under Section 17-109 of The Philadelphia Code or meeting the criteria described in Executive Order 04-12.

IV. Administration of EOPs

A. The City’s Office of Economic Opportunity (OEO) has delegated to the Rebuild Office the responsibility of establishing project participation ranges and evaluating the responsiveness of the Project Contractor’s EOP for compliance with the Rebuild Diversity Goals.

V. Compliance and Monitoring of Best and Good Faith Efforts

A. Rebuild EOP Oversight Committee and Rebuild Monitor.

(i) Members of the Rebuild EOP Oversight Committee will include Councilmembers, City department representatives including the Rebuild Office and the Office of Economic Opportunity, and non-governmental experts in workforce development and development of M/W/DSBEs. The Rebuild EOP Oversight Committee will oversee the performance of the Rebuild Diversity and Inclusion Goals, including reviewing EOPs, reviewing supports provided to M/W/DSBEs and

activities pursuant to the Rebuild Memorandum of Understanding with the Building Trades. The Rebuild EOP Oversight Committee shall meet no less frequently than quarterly.

(ii) The Project Contractor and all subcontractors will give the designated third party monitor (“Rebuild Monitor”) full access to contracts, invoices, job sites and all data requested to evaluate performance as compared to the EOP commitments. The Rebuild Monitor will be empowered to assist consultants and contractors with achieving workforce and contract participation goals as necessary. The Rebuild Monitor will report findings to the Rebuild EOP Oversight Committee.

(iii) The Project Contractor and all subcontractors are required to submit certified payroll records to the Office of Labor Standards through an electronic system, LCP Tracker, on a weekly basis. Compliance with this requirement is a condition of invoice approval and payment. The Office of Labor Standards will be given full access to job sites and all data needed to verify wage compliance and monitor workforce diversity.

(iv) On each contract for Rebuild improvements, when twenty-five percent (25%) of total projected employment hours are complete, and when twenty-five percent (25%) of the total contract value has been expended, the Rebuild Monitor will determine whether the contractor or sub-contractor is on track to meet workforce and contract participation goals. The results of that determination will be shared with the Rebuild office, the district Councilmember, and, if requested, by any member of the Project Review Team.

B. Prompt Payment of M/W/DSBEs

(i) M/W/DSBE(s) are to be paid promptly for work performed satisfactorily under the contract/ subcontract (including the supply of materials). The Project Contractor shall pay subcontractors within 5 business days of receiving payment. Compliance with this requirement is a condition of subsequent invoice approval and payment.

VI. Remedies and Incentives

A. If it is determined by the the City, or the EOP Monitor that the Project Contractor is not on track to meet the workforce and contract participation goals set out in the Project EOP, steps will be taken that include but are not limited to the following:

(i) **Assistance.** The Rebuild Office in cooperation with the Office of Economic Opportunity (OEO) will take steps to assist the Project Contractor in making course corrections. Such steps might include the identification of alternative M/WBEs or alternative ways of packaging contracts. The Project Contractor shall cooperate in these efforts and shall take all steps necessary to correct any deficiencies in compliance with the Project EOP.

(ii) **Written plan.** The Project Contractor shall prepare a written EOP compliance action plan. The plan will be subject to the approval of the Rebuild Office and OEO. District Councilmembers will also be consulted.

(iii) **Withholding payment.** If the Project Contractor fails to take successful or acceptable steps to meet its Project EOP commitments, the Rebuild Office may withhold invoice approvals so that payments to the Project Contractor will be suspended.

(iv) **Work stoppage.** If the Project Contractor fails to take successful or acceptable steps to meet commitments, the Project Contractor may be directed to stop work. The goal of the work stoppage would be to stop using workforce hours and incurring expenses until a viable plan for meeting Project EOP goals can be implemented. It is understood that work stoppages should be avoided if possible because of potential significant negative consequences for all parties.

(v) **Contract termination.** If steps 4. i. through 4. iv. are not successful in addressing compliance, the contract may be suspended, terminated, or rescinded.

(vi) **Disqualification and debarment.** The Rebuild Office may recommend that the Project Contractor be disqualified from bidding on and/ or participating in any future contracts for a maximum period of three (3) years.

B. In the case of falsification of records and minority business fraud, criminal penalties may also apply.

PROJECT CONTRACTOR

Signature and Date

Print Name

Title

Company

REBUILD WORKFORCE DEVELOPMENT PARTICIPATION COMMITMENT

As part of Rebuild’s commitment to Diversity, Equity & Inclusion, Rebuild operates two Workforce Development Programs that are designed to increase the diversity in the building trades, which will promote diversity and opportunity during and beyond the Rebuild program. These programs serve as a model for future workforce development programs within the City of Philadelphia.

➤ **PHL Pipeline**
 For entry-level workers with interest and aptitude but no experience yet

- 30 participants annually
- Extended onramp to union apprenticeships

➤ **Talent Development Program**
 For experienced workers seeking union membership

- 30 workers over the life of Rebuild
- Up to 3,000 hours of work in relevant trade

Graduates of these Rebuild Workforce Development Programs who have qualified as apprentices in a trade (referred to as “**Rebuild Workforce Development Apprentices**”) are currently active in the following trades:

1. Painters
2. Cement Masons
3. Roofers
4. Finishing Trades
5. Carpenter

Project Users and contractors on Rebuild projects shall participate in the support of the Rebuild Workforce Development Programs, including through the hire of Rebuild Workforce Development Apprentices and partnering with trades unions for the duration of the project, where appropriate. General Contractors must pass this commitment to their subcontractors.

Please identify which scopes on this Project could utilize Rebuild Workforce Development Apprentices from the above-listed trades:

Sign below to indicate your commitment to supporting the Rebuild Workforce Development Program through the hire of Rebuild Workforce Development Apprentices and partnering with trades unions for the duration of the Project, where appropriate, including passing this commitment down to contractors and subcontractors.

NAME:
TITLE:

DATE: