PROJECT MANUAL

NTI DEMOLITION PACKAGE NO. **074**

Patton Street Area

BID No. **S7-Z53710**

CITY OF PHILADELPHIA

CONTRACTORS MUST BE QUALIFIED TO BID ON THIS PROJECT.

SEE

SECTION 00802:

NEIGHBORHOOD TRANSFORMATION INITIATIVE
PRIME CONTRACTOR QUALIFICATION.

A **non-mandatory pre-bid conference** will be held on **Monday, March 5, 2007, Noon, ROOM 170A, 1ST FLOOR, MUNICIPAL SERVICES BUILDING, 1401 JFK BOULEVARD, PHILADELPHIA, PA 19102-1685.**

Bids will be accepted until 10:30AM on Monday, March 19, 2007 in the Procurement Department, Room 170A, 1ST Floor Municipal Services Building, 1401 JFK BOULEVARD, PHILADELPHIA, PA 19102-1685.

NOTE: The City's Owner Controlled Insurance Program (OCIP) for the Neighborhood Transformation Initiative Program Demolition Contracts is changing. Until September 30, 2007, the OCIP program will continue to provide Commercial General Liability and Workers Compensation & Employers Liability insurance coverage as set forth in Section 00801 of this Project Manual as well as in the revised Standard Specifications for NTI Demolition Bid Packages. Effective October 1, 2007 the contractor must provide Commercial General Liability and Workers Compensation & Employers Liability insurance coverage for its work on this contract. Please see Section 00801 of this Project Manual and/or the revised Standard Specifications for NTI Demolition Bid Packages for details. The contractor must include in its bid all costs for providing Commercial General Liability and Workers Compensation & Employers Liability insurance coverage for all contract work performed on or after October 1, 2007.

TABLE OF CONTENTS

00100 Instructions to Bidders
00411 Bid Form
00430 Bid Bond
00440 Performance Bond
00450 Payment Bond
00800 Special Contract Requirements
00815 City of Philadelphia Tax Requirements
01120 Summary of the Work

APPENDIX A
Prevailing Wage Rates and Supplements

APPENDIX B
Maps

APPENDIX C
Asbestos Investigation Reports

APPENDIX D
MBEC Solicitation and Commitment Form

APPENDIX E
OCIP Insurance Program Bid Insurance Requirements

APPENDIX F
OSHA Partnership Agreement

APPENDIX G
Minority Business Enterprise Council Antidiscrimination Policy

SECTION 00100
INSTRUCTIONS TO BIDDERS

PART 1: GENERAL

1.01 BASIC INFORMATION

A. This Project Manual contains information needed by contractors to submit a bid for demolition, party wall repairs, and related work, for:

Project Title:	NTI DEMOLITION PACKAGE NO.	**074**
	Area:	**Patton Street Area**
	Bid Number:	**S7-Z53710**

B. This project manual must be read in conjunction with the **Standard Specifications for NTI Demolition Bid Packages**, which is available at the City of Philadelphia Procurement Department's Information Counter located in the 1st Floor in the Municipal Services Building at 1401 JFK Boulevard, Philadelphia, PA 19012 or on the City of Philadelphia Procurement Department's web site: **http://bids.phila.gov/index.asp The Standard Specifications for NTI Demolition Bid Packages** is incorporated by reference to the Project Manual, as though fully copied herein.

C. The following is a list of basic bidding information for the convenience of Bidders. If discrepancies between information contained in this section and other bidding documents are uncovered, the requirements of the other Bidding Documents shall govern.

1. Project Location: The location is more fully described in Section 00411: Bid form of this Project Manual.
2. Bidders must be qualified; see Section 00802.
3. Bids must be submitted prior to the deadline indicated on the Project Manual Cover and in the Bid Form.
4. Bids shall be delivered to the Procurement Department, Room 170A, Municipal Services Building, Philadelphia, PA.
5. Submit one (1) original, complete Bid.
6. Include bid bond as bid security per Paragraph 9 of Section 00700: Terms and Conditions of Bidding and Contract.
7. Include bid processing fee in accordance with Paragraph 11 of Section 00700: Terms and Conditions of Bidding and Contract.
8. Performance Bond and Payment Bond per paragraph 15 of Section 00700: Terms and Conditions of Bidding and Contract are required of each Contractor.
9. Bids shall be valid for 120 calendar days after bid opening unless otherwise mutually extended by City and apparent low bidder.

1.02 INVOLVED PARTIES:

A. City:	City of Philadelphia, PA.
B. Department:	Licenses and Inspections City of Philadelphia, 14th Floor Municipal Services Building 1401 J. F. K. Boulevard Philadelphia, PA 19102
C. Project Manager:	Benjamin K. Lewitt Hill International, Inc. One Penn Square West 30 South 15th Street, Suite 1300 Philadelphia, PA 19102 215-557-3240
D. Program Manager	Hill International, Inc. One Penn Square West 30 South 15th Street, Suite 1300 Philadelphia, PA 19102 215-557-3240

1.03 DEFINITIONS

A. Refer to paragraph 1, Section 00700: Terms and Conditions of Bidding and Contract

1.04 BIDDER'S REPRESENTATIONS

A. Each Bidder by submitting a Proposal represents that:
   1. The Bidder has read and understands the Bidding Documents and the Bid is made in accordance therewith.
   2. The Bidder has visited the project site, and is familiar with the local conditions under which the Work is to be performed and has correlated site observations with the requirements of the Contract Documents.
   3. Bid is based upon the materials, systems and equipment required by the Bidding Documents without exception.

B. The City assumes no responsibility for any representation made by any of its officers, agents, or employees concerning the nature of the Work or the general and local conditions unless such representation is included in the Contract Documents or Addenda.

1.05 BIDDING DOCUMENTS

A. The City, in making copies of the Bidding Documents available on the above terms, does so only for the purpose of obtaining Bids on the Work and does not confer a license or agreement for any other use.

B. Title to all Bidding Documents shall remain with the City.

C. Upon award Six (6) copies of the Project Manual and Addenda, if any, will be provided free of charge to each awarded Prime Contractor. Additional copies are available at the cost of reproduction from the Project Manager.

1.06 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

A. Bidders shall promptly notify the Procurement Department Buyer of any ambiguity, inconsistency or error that they may discover upon examination of the Bidding Documents or of the site and local conditions.

B. Bidders requiring clarification or interpretation of the Bidding Documents shall make a written request, which shall reach the Procurement Department Buyer at least **ten (10)** calendar days prior to the deadline for submission of Bids.

C. Clarifications or interpretations received less than **ten (10)** calendar days prior to deadline for submission of Bids shall either be addressed in an Addendum which will also include an extension of the deadline for submission of Bids, or at the sole discretion of the City, no additional information will be issued and the Bidders shall comply with the Bidding Documents as they exist. The City reserves the right to combine, rewrite or modify question received from bidders. No individual responses will be issued.

D. Any interpretation, correction or change of the Bidding Documents shall be made by Addendum. Interpretations, corrections or changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon such interpretations, corrections and changes.

1.07 SUBSTITUTIONS

A. Requests for substitutions shall comply with Section 01630: Substitution Procedures.

1.08 ADDENDA

A. Addenda will be provided to all attending the mandatory pre-bid conference.

B. Copies of Addenda will be made available for copy and inspection at the Procurement Office.

C. Each Bidder shall ascertain prior to submitting Bid that Bidder has received all Addenda issued.

1.09 BIDDERS QUALIFICATIONS

A. Potential Bidders must submit completed "Prime Contractor Qualification Application for Demolition Projects" with their bid.

1.10 BIDDING PROCEDURES

A. Form and Style of Bids
1. Submit Bids on forms provided within this Project Manual.
2. Fill in blanks on the Bid Form by typewriter or otherwise in ink.
3. If there is an error on the bid sheet (s) in computing the extended amounts and total amounts shall be recomputed according to paragraph 4c and 4d of Section 00700.
4. The signer of the Bid must initial any interlineations, alteration or erasure. Bidder is advised that alterations to the Bid may result in rejection of the Bid.
5. The Bid shall include the legal name of the Bidder and a statement that the Bidder is a sole proprietor, a partnership, a corporation, or some other legal entity. Bid shall be signed by the person or persons legally authorized to bind the Bidder to a Contract. A Bid by a corporation shall have the corporate seal affixed. A Bid submitted by an agent shall have a current power-of-attorney attached certifying the agent's authority to bind the Bidder.
6. Bids shall not contain any conditions or qualifications.

B. Bid Security

1. Each Bid shall be accompanied by a bid bond as bid security per the requirements of Section 00700: Terms and Conditions of Bidding and Contract.

2. Bid Bond shall be issued on form included in the Project Manual

C. Submission of Bids

1. The Bid, bid security, and other required documents including without limitation, the NTI Prime Contractor Qualification For Demolition Projects Letter shall be enclosed in a sealed opaque envelope identifying the Project name, the Bid Number, the Bidder's name and address and the designated portion of the Work for which the Bid is submitted. If the Bid is sent by mail, enclose the sealed envelope in a separate mailing envelope with the notation "Sealed Bid Enclosed with Bid Number, and Bid Opening Date" clearly displayed on the face thereof.
2. Deposit Bids at the designated location prior to the time and date for submission of Bids indicated in the Invitation to Bid, or any extension thereof made by Addendum. Bids received after the time and date for submission of Bids shall be rejected.
3. The Bidder shall assume full responsibility for timely delivery at the location designated for submission of Bid.
4. Oral, telephonic, electronic or telegraphic Bids are invalid and will not receive consideration.
5. Bid submission shall include:
   a. Completed Bid Form
   b. Completed Bid Bond
   c. Bid Processing Fee
   d. Hazard Abatement Plan
   e. Signed Terms and Conditions
   f. Completed OCIP Enrollment Application Form
   g. Completed MBEC Solicitation and Commitment form. A copy of this form is included in Appendix D.
   h. Completed Copy of NTI Prime Contractor Qualification for Demolition Projects Package from the City of Philadelphia or letters as detailed in Section 00802.
   i. Signed acknowledgement of receipt of each addendum.

D. Modification or Withdrawal of Bid

1. Prior to the time and date designated for receipt of Bids, any Bid submitted may be modified or withdrawn by notice to the party receiving Bids at the place designated for submission of Bids. Such notice shall be in writing on company letterhead under the signature of the Bidder.
2. Withdrawn Bids may be resubmitted up to the time designated for the submission of Bids provided that they are then fully in conformance with these Instructions to Bidders.
3. Bid security shall be in an amount sufficient for the Bid as modified or resubmitted.

1.11 CONSIDERATION OF BIDS

A. Opening of Bids: Properly identified Bids received on time shall be opened publicly.

B. Rejection of Bids: The City has the right to reject any or all Bids and to reject a Bid not accompanied by any required bid security or by other data required by the Bidding Documents, or to reject a Bid which is in any way incomplete or irregular.

C. Acceptance of Bid (Award)

1. It is the intent of the City to award a Contract to the lowest responsible, responsive Bidder.

1.12 LOCAL BIDDING PREFERENCE

In accordance with the City of Philadelphia's "Regulations Relating to Local Bidding Preferences for Procurement Contracts," this bid may be subject to a 5% local bid preference. In order to determine eligibility to receive the 5% preference, if applicable, bidder must be certified at the time of the bid opening and should submit with their bid the Local Business Entity (LBE) certification number* as issued by the Procurement Department for the prime contractor or the applicable subcontractor.

Further, by submission of this bid, bidder makes the following certification in connection with the grant of any local bidding preference:

"I certify, that if awarded this contract on the basis of application of the LBE preference, my company or my subcontractor, throughout the entirety of this contract, will perform the majority of the work under this contract within the geographic limits of the City of Philadelphia, and I will or cause my subcontractor to, maintain within the City a majority of the inventory or equipment that will be used on this contract or the amount of inventory that is customary for this industry."

* Note: If you wish to apply for Local Business Entity (LBE) certification, go to www.phila.gov/bids/. Please allow sufficient time prior to bidding for processing of the LBE application.

1.13 CONTRACT PROCESSING

A. Successful Bidder shall return properly executed bond forms within ten (10) working days to Procurement Department, Contracts Unit, 1st floor, Municipal Services Building, 1401 JFK Boulevard, Philadelphia, PA, 19102.

B. Contractor shall pay charges to Law Department per Paragraph 12 of Section 00700: Terms and Conditions of Bidding and Contract.

C. City may vacate awards for failure to comply with provisions above.

1.14 PERFORMANCE AND PAYMENT BONDS

A. Bond Requirements: Bidder shall furnish bonds covering the faithful performance of the Contract and the payment of all obligations arising there under per the requirements of Paragraph 15 of the Terms and Conditions and other requirements of the Bidding Documents.

1. The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of his power-of-attorney.

1.15 INSURANCE CERTIFICATES

A. The successful Bidder will not be permitted to start any Work under the Contract until certificates covering all insurance requirements are submitted per Paragraph 16 of the Terms and Conditions; Article 1.02 of Section 00800: Special Contract Requirements and the included "NTI OCIP Bid Insurance Requests".

1.16 INFORMATION AVAILABLE TO BIDDERS

A. Site Visit

1. Bidders shall make themselves familiar with all readily observable features of the Project Site.

2. Bidder shall not rely solely on Contract Drawings or Record Drawings.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION

ATTACH CERTIFIED CHECK
FOR BID PROCESSING FEE HERE

SECTION 00411
BID FORM

BID No.	**S7-Z53710**
PROJECT TITLE:	NTI DEMOLITION CONTRACT NO. **074 –Patton Street Area**
TO:	PROCUREMENT COMMISSIONER ROOM 170A, MUNICIPAL SERVICES BUILDING 1401 JFK BOULEVARD PHILADELPHIA, PA. 19102

Bidder must complete the following:

Name of Company: _____

Address: _____

City, State, Zip: _____

Federal EIN / S.S Number: _____

Bidder must be Qualified to Bid. (Indicate **one** of the following by placing a check and attach appropriate items):

NTI Demolition Qualification Package Attached:..... ☐

NTI Demolition Confirmation of Receipt of Qualification Package Letter Attached:.. ☐

NTI Demolition Qualification Letter Attached:..... ☐

A. SCHEDULE OF PRICES:

NOTE:

1. The City's Owner Controlled Insurance Program (OCIP) for the Neighborhood Transformation Initiative Program Demolition Contracts is changing. Until September 30, 2007, the OCIP program will continue to provide Commercial General Liability, Workers Compensation and Employers Liability insurance coverage as set forth in Section 00801 of this Project Manual as well as in the revised Standard Specifications for NTI Demolition Bid Packages. Effective October 1, 2007 the contractor must provide Commercial General Liability, Workers Compensation and Employers Liability insurance coverage for its work on this contract. Please see Section 00801 of this Project Manual and/or the revised Standard Specifications for NTI Demolition Bid Packages for details. The contractor must include in its bid all costs for providing Commercial General Liability, Workers Compensation and Employers Liability insurance coverage for all contract work performed on or after October 1, 2007.

2. ALL CONTRACTS WILL BE AWARDED TO THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER.

3. UNIT PRICES SHALL NOT INCLUDE THE COST OF INSURANCE PROVIDED BY THE CITY OF PHILADELPHIA UNDER THE OCIP PROGRAM.

CONTRACTOR _____

Address	Description of Work	Comments	Quan.	Unit	Amount
SCHEDULE OF PRICES – SECTION 1					
2501 N. 32nd	Demolish		1	LS	
2503 N. 32nd	Ext. Wall Finish (Type “A”)	S. Side	1	LS	
3115 W. Cumberland	Demolish		1	LS	
3117 W. Cumberland	Ext. Wall Finish (Type “A”)	E. Side	1	LS	
3117 W. Cumberland	Ext. Wall Finish (Type “A”)	W. Side	1	LS	
3119 W. Cumberland	Demolish		1	LS	
3121 W. Cumberland	Demolish		1	LS	
3123 W. Cumberland	Demolish		1	LS	
2510 N. Napa	Demolish		1	LS	
2512 N. Napa	Ext. Wall Finish (Type “A”)	S. Side	1	LS	
2522 N. Napa	Ext. Wall Finish (Type “A”)	N. Side	1	LS	
2524 N. Napa	Demolish		1	LS	
2526 N. Napa	Ext. Wall Finish (Type “A”)	S. Side	1	LS	
2529 N. Napa	Ext. Wall Finish (Type “A”)	N. Side	1	LS	
2531 N. Napa	Demolish		1	LS	
2533 N. Napa	Demolish		1	LS	
2535 N. Napa	Ext. Wall Finish (Type “A”)	N. Side	1	LS	
2535 N. Napa	Ext. Wall Finish (Type “A”)	S. Side	1	LS	
2537 N. Napa	Demolish		1	LS	
2539 N. Napa	Demolish		1	LS	
2540 N. Napa	Demolish		1	LS	
2542 N. Napa	Ext. Wall Finish (Type “A”)	S. Side	1	LS	
2543 N. Napa	Ext. Wall Finish (Type “A”)	N. Side	1	LS	
2545 N. Napa	Demolish		1	LS	
2547 N. Napa	Demolish		1	LS	
2548 N. Napa	Ext. Wall Finish (Type “A”)	N. Side	1	LS	
2549 N. Napa	Demolish		1	LS	
2550 N. Napa	Demolish		1	LS	
2551 N. Napa	Demolish		1	LS	
2552 N. Napa	Ext. Wall Finish (Type “A”)	S. Side	1	LS	
2553 N. Napa	Demolish		1	LS	
2556 N. Napa	Ext. Wall Finish (Type “A”)	N. Side	1	LS	

CONTRACTOR _____

2558 N. Napa	Demolish		1	LS
2560 N. Napa	Demolish		1	LS
2562 N. Napa	Demolish		1	LS
2564 N. Napa	Ext. Wall Finish (Type “A”)	N. Side	1	LS
2564 N. Napa	Ext. Wall Finish (Type “A”)	S. Side	1	LS
2565 N. Napa	Demolish		1	LS
2566 N. Napa	Demolish		1	LS
2567 N. Napa	Ext. Wall Finish (Type “A”)	S. Side	1	LS
2568 N. Napa	Demolish		1	LS
2570 N. Napa	Demolish		1	LS
2401 N. Patton	Demolish		1	LS
2403 N. Patton	Ext. Wall Finish (Type “A”)	S. Side	1	LS
2417 N. Patton	Ext. Wall Finish (Type “A”)	N. Side	1	LS
2419 N. Patton	Demolish		1	LS
2421 N. Patton	Demolish		1	LS
2423 N. Patton	Ext. Wall Finish (Type “A”)	S. Side	1	LS
2425 N. Patton	Demolish		1	LS
2437 N. Patton	Demolish		1	LS
2439 N. Patton	Demolish		1	LS
2441 N. Patton	Demolish		1	LS
2443 N. Patton	Ext. Wall Finish (Type “A”)	S. Side	1	LS
2445 N. Patton	Ext. Wall Finish (Type “A”)	N. Side	1	LS
2447 N. Patton	Demolish		1	LS
2449 N. Patton	Ext. Wall Finish (Type “A”)	N. Side	1	LS
2449 N. Patton	Ext. Wall Finish (Type “A”)	S. Side	1	LS
2451 N. Patton	Demolish		1	LS
2453 N. Patton	Ext. Wall Finish (Type “A”)	S. Side	1	LS
2455 N. Patton	Ext. Wall Finish (Type “A”)	N. Side	1	LS
2457 N. Patton	Demolish		1	LS
2459 N. Patton	Demolish		1	LS
2460 N. Patton	Ext. Wall Finish (Type “A”)	N. Side	1	LS
2461 N. Patton	Ext. Wall Finish (Type “A”)	S. Side	1	LS
2462 N. Patton	Demolish		1	LS
2523 N. Patton	Ext. Wall Finish (Type “A”)	N. Side	1	LS
2525 N. Patton	Demolish		1	LS
2527 N. Patton	Demolish		1	LS

CONTRACTOR _____

2529 N. Patton	Ext. Wall Finish (Type "A")	N. Side	1	LS	
2529 N. Patton	Ext. Wall Finish (Type "A")	S. Side	1	LS	
2531 N. Patton	Demolish		1	LS	
2533 N. Patton	Demolish		1	LS	
2537 N. Patton	Demolish		1	LS	
2539 N. Patton	Demolish		1	LS	
2541 N. Patton	Ext. Wall Finish (Type "A")	S. Side	1	LS	
2565 N. Patton	Ext. Wall Finish (Type "A")	N. Side	1	LS	
2567 N. Patton	Demolish		1	LS	
SUBTOTAL OF PRICES -SECTION 1:					

SCHEDULE OF PRICES SECTION 2:

	QUAN	UNIT	UNIT PRICE	AMOUNT
Topsoil and Seeding	4,000	SF		
Fencing Type "A"	2,000	LF		
Fencing Type "B"	2,000	LF		
Test Digs (If Work is in Accordance with the Contract Documents)	10	EA		
SUBTOTAL OF PRICES-SECTION 2:				

SCHEDULE OF PRICES SECTION 3:

	QUAN	UNIT	UNIT PRICE	AMOUNT
Asbestos Abatement of Friable ACPI (Pipe Wrap)	500	LF		
Asbestos Abatement of Friable Duct Wrap	500	LF		
Asbestos Abatement of Friable Boiler Insulation	500	SF		
Asbestos Abatement of Friable Flue Packing	500	SF		
Asbestos Abatement of Friable Wall Insulation	500	SF		
Asbestos Abatement of Friable VAT (Floor Tile)and Mastic	4,000	SF		
Asbestos Abatement of Friable Linoleum and Mastic	1,500	SF		
Asbestos Abatement of Friable Roofing Material	500	SF		
Asbestos Abatement of Friable Roofing Shingles	500	SF		
Asbestos Abatement of Friable Roofing Flashing	150	LF		
Asbestos Abatement of Friable Rough Coat/Joint Compound	15,000	SF		
Asbestos Abatement of Friable Transite Panels	3,000	SF		
SUBTOTAL OF PRICES-SECTION 3:				
TOTAL BID AMOUNT (Sum of Sections 1, 2 and 3)			**$**	

CONTRACTOR _____

Notes: Exterior Wall Finish Types:
Type A – Stucco Finish

Fencing Types:
Type A – 6 ft. high chain link fence
Type B – wood post and two rail fence

BID SHALL BE AWARDED ON THE BASIS OF THE "TOTAL BID" LINE ONLY

Contractors are advised that for any item ultimately removed from the contract, a deduct change order in the full amount of the line item shall be issued. Quantities in the Unit Price Sections are approximate, final payment shall be made on the actual quantities determined in the field, multiplied by the amount shown as the unit price for that item. In the case of additional quantities, an add change order in the amount of the unit price for that item multiplied by the quantity that is over the bid approximation shall be issued.

LOCAL BIDDING PREFERENCE

In accordance with the City of Philadelphia's "Regulations Relating to Local Bidding Preferences for Procurement Contracts," this may be subject to a 5% local bid preference. In order to determine eligibility to receive the 5% preference, if applicable, bidder must be certified at the time of the bid opening and should submit with their bid the Local Business Entity (LBE) certification number* as issued by the Procurement Department for the prime contractor or the applicable subcontractor.

Further, by submission of this bid, bidder makes the following certification in connection with the grant of any local bidding preference:

"I certify, that if awarded this contract on the basis of application of the LBE preference, my company or my subcontractor, throughout the entirety of this contract, will perform the majority of the work under this contract within the geographic limits of the City of Philadelphia, and I will, or cause my subcontractor to, maintain within the City a majority of the inventory or equipment that will be used on this contract or the amount of inventory that is customary for this industry."

LBE certification number _____

* Note: If you wish to apply for Local Business Entity (LBE) certification, go to www.phila.gov/bids/. Please allow sufficient time prior to bidding for processing of the LBE application.

B. INCOMPLETE CONTRACTS HELD:

List all INCOMPLETE contracts held by your organization at present. Attach additional sheets as needed. List any City of Philadelphia Demolition projects first.

CONTRACTING ENTITY	LOCATION	% COMPLETE	AMOUNT OF CONTRACT
CONTRACT NUMBER	CONTACT PERSON	CONTACT PHONE NUMBER	

CONTRACTOR _____

C. PERFORMANCE OF THE WORK BY CONTRACTOR:

I, the undersigned Bidder, shall perform on the site and with my own organization at least twenty percent (20%) of the total amount of work to be performed under this Contract.

I shall perform the following work: _____

_____

Percentage of work to be performed by own organization: _____

Estimated cost of work to be performed by my organization: $_____

D. COMPLETION

I will complete the work, ready for final payment, in accordance with the Contract Documents, within the number of consecutive calendar days indicated in Section 00800: Special Contract Requirements of the Project Manual counting from the date stated in the Notice to Proceed.

E. ADDENDA

Bidder must attach Addendum Acknowledgement sheets for all Addenda issued for this bid.

F. In submitting this Bid, Bidder represents and acknowledges, as more fully set out in the Contract Documents, that:

1. Bid shall remain valid and subject to acceptance for 120 days after the bid opening;
2. The City has the right to reject Bid;
3. Bidder accepts the provisions of the disposition of Bid Bond;
4. Bidder has examined the Bidding Documents and found no discrepancies that have not been reported to the City;
5. Bidder has visited the site and become familiar with the readily observable existing conditions;
6. Bidder is familiar with and agrees to comply with applicable laws, codes, regulations and ordinances;
7. Bidder has correlated information known to Bidder, information obtained from site visit, information available to Bidders and the Bidding Documents.

CONTRACTOR _____

G. SIGNATURE

I, the undersigned Bidder, by submission of this Bid, represent that I have examined and understand the conditions to be encountered, the character, quality and quantities of work to be performed, the material to be furnished and the requirements of the Standard Specifications for NTI Demolition Bid Packages and Project Manual. I hereby agree that if a contract is awarded hereto, I will provide all labor, materials, tools, equipment, and services necessary to perform and complete the work required for the Project for the amount bid and as defined in and in accordance with the Contract Documents.

NOTE: ANY BID THAT IS NOT EXECUTED IN ACCORDANCE WITH THE INSTRUCTIONS PROVIDED BELOW OR THAT DOES NOT INCLUDE STREET ADDRESS, CITY, STATE AND PHONE NUMBER, MAY, IN THE SOLE DISCRETION OF THE PROCUREMENT COMMISSIONER, BE REJECTED.

SIGNING OF BIDS:

If bid is by an INDIVIDUAL or a PARTNERSHIP, or if the bid does not exceed $25,000, date and sign the bid here, with original signatures, in ink.

This _____day of_____200 _____

_____ _____
(Signature of Owner, Partner) (Type or Print Name and Title)

_____
(Business Name of Bidder)

_____ _____
(Address, including Zip Code) (Telephone Number, including Area Code)

If bid is by a CORPORATION, date and sign the bid here with original signatures, in ink, by (a) President or Vice-President of the corporation AND (b) Secretary, Assistant Secretary, Treasurer or Assistant Treasurer of the corporation; and (c) affix the seal of the corporation. If the form is not signed by the President or a Vice-President and Secretary, Assistant Secretary, Treasurer or Assistant Treasurer, attach a duly certified corporate resolution authorizing the person signing in place of such officers to execute this bid for the corporation.

This _____day of_____200 _____

CORPORATE SEAL

_____
(Corporate or Business Name of Bidder)

_____ _____
(Address, including Zip Code) (Telephone Number, including Area Code)

_____ _____
(Signature of President or a Vice-President) (Signature of Secy.,Asst.Secy., Treas. or Asst.Treas.)

_____ _____
(Type or Print Name and Title) (Type or Print Name and Title)

APPROVED AS TO FORM **CONTRACT EXECUTION**

_____ _____
(Asst. City Solicitor) (Procurement Commissioner)

CONTRACTOR _____

CITY OF PHILADELPHIA

BID BOND

FOR CITY OF PHILADELPHIA BID NUMBER: **S7-Z53710**
(Please Fill In)

KNOW ALL MEN BY THESE PRESENTS, THAT WE _____

_____ as Principal (hereinafter called the "PrincipalObligor"), and

_____
(as Surety) are jointly and severally held firmly bound unto The City of Philadelphia, in the sum of **TEN PERCENT (10%) OF THE GROSS AMOUNT OF THE BID** lawful money of the United States of America, to be paid to the said City of Philadelphia, its successors and assigns; to which payment, well and truly to be made do bind ourselves and each of us, our and each of our successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated the _____ day of _____ two thousand five (2006).

WHEREAS the above bounded Principal Obligor, submitted a bid pursuant to the above-referenced bid number to provide certain goods, services, or equipment to the City of Philadelphia.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH, That if the City of Philadelphia shall accept the bid of the Principal Obligor and the Principal Obligor shall enter into a contract with the City in accordance with the terms of such bid, and furnish such bond or bonds as are specified in the bid documents with good and sufficient surety, for the faithful performance of the contract; or in the event of the failure or refusal of the Principal Obligor to enter into such contract and give such bond or bonds, if the Principal Obligor shall pay to the City the difference between the amount specified in said bid and such larger amount for which the City may legally contract with another party to provide the goods, services or equipment required by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

And we do for ourselves and each of us, our and each of our heirs, executors, successors and assigns, hereby authorize and empower the City Solicitor for the City of Philadelphia or any other attorney of any court of record in Pennsylvania or elsewhere by him or her deputized for the purpose, upon filing of this instrument or a copy thereof, duly attested as correct by the City Solicitor for the City of Philadelphia, to appear for us or either of us, our or either of our heirs, executors, administrators, successors or assigns, and confess a judgment against us or either of us, our or either or our heirs, executors, administrators, successors or assigns, in favor of the City of Philadelphia for the sum named in this bond, without defalcation, with costs of suit, release of errors, and with five percentum added for collection fees; hereby waiving the benefit of all exemption laws and the holding of inquisition on any real estate that may be levied upon by virtue of such judgment, voluntarily condemning such real estate and authorizing the entry of such condemnation upon any writ of fieri fascias and agreeing that said real estate may be sold under the same; and further waiving all errors, defects, and imperfections whatsoever in the entering of the said judgment or any process thereon, and hereby agreeing that no writ of error or objection or motion or rule to open or strike off judgment or to stay execution or appeal, shall be made or taken thereto.

And for the doing of these acts this instrument or a copy thereof attested as aforesaid shall be full warrant and authority.

CORPORATE SEAL: **PRINCIPAL OBLIGOR:**

_____ **(SEAL)**
President/Vice-President

_____ **(SEAL)**
Secretary/Treasurer

SURETY SEAL: **SURETY:**

_____ **(SEAL)**
Attorney-In-Fact

INSTRUCTIONS FOR BID BOND:

(1) ALL VENDORS MUST UTILIZE THIS BID BOND FORM WHEN SUBMITTING A BID TO THE CITY.

(2) IF PRINCIPAL OBLIGOR IS AN INDIVIDUAL OR PARTNERSHIP, BID BOND SHOULD BE SIGNED BY OWNER OR AUTHORIZED GENERAL PARTNER. PLEASE IDENTIFY ON THE BID BOND THE TYPE OF BUSINESS (E.G. INDIVIDUAL PROPRIETORSHIP OR PARTNERSHIP) AND TITLE OF PARTY EXECUTING THE BID BOND.

(3) BID BOND MUST BE EXECUTED BY A SURETY COMPANY DULY AUTHORIZED AND LICENSED TO ACT AS SURETY BY THE PENNSYLVANIA INSURANCE COMMISSIONER PURSUANT TO THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA.

CITY OF PHILADELPHIA
PERFORMANCE BOND

Bid No. **S7-Z53710** Bond No. _____

Bond Amount _____

1. (Contractor Name and the Surety)_____ jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the City for the performance of the City Contract, **NTI Demolition Bid Package No. 074 – Patton Street Area** for the Department of Licenses and Inspections which is incorporated herein by reference.

2. If the Contractor performs the City Contract, in accordance with the terms and conditions of the City Contract, the Surety and the Contractor shall have no further obligation under this Performance Bond.

3. The Surety's obligation under this Performance Bond shall arise after the City has declared a Contractor Default as defined below, formally terminated the City Contract or the Contractor's right to complete the City Contract, and notified the Surety of the City's claim under this Performance Bond.

4. When the City has satisfied the conditions of Paragraph 3 above, the Surety shall, at the Surety's sole cost and expense, undertake one or more of the following actions:

   a. Arrange for the Contractor to perform and complete the City Contract, provided, however, that the Surety may not proceed with this option, except upon the express written consent of the City, which consent may be withheld by the City for any reason; or

   b. Perform and complete the City Contract itself, through qualified contractors who are acceptable to the City, through a contract between the Surety and qualified contractors, which performance and completion shall be undertaken in strict accordance with the terms and conditions of the City Contract; or

   c. Tender payment to the City in the amount of all losses incurred by the City as a result of the Contractor Default and as determined by the City for which the Surety is liable to the City, including all costs of completion of the City Contract and all consequential losses, costs, and expenses incurred by the City as a result of the Contractor Default, and including all unpaid fees or payments owed to the City by the Contractor under the City Contract, except that Surety's payment under this option shall in no event exceed the limit of the Bond Amount. The Surety may not proceed with this option, in lieu of the options set forth in subparagraphs (a) or (b) above, except upon the express written consent of the City, which consent may be withheld by the City for any reason.

5. The Surety shall proceed under Paragraph 4 above within ten (10) business days after notice from the City to the Surety of the Contractor Default, formal termination of the Contract or the Contractor's right to complete the City Contract, except that the Surety shall proceed within twenty-four (24) hours after notice, where the notice states that immediate action by the Surety is necessary to safeguard life or property.

6. If the Surety fails to proceed in accordance with Paragraphs 4 and 5 above, then the Surety shall be deemed to be in default on this Performance Bond three business days after receipt of written notice from the City to the Surety demanding that the Surety perform its obligations under this Performance Bond. Thereafter, if notice to the Surety is without effect, the City shall be entitled to enforce any legal or equitable remedy available to the City. If the Surety has denied liability, in whole or in part, the City shall be entitled without further notice to Surety to enforce any legal or equitable remedies available to the City.

7. After the City has terminated the City Contract or the Contractor's right to complete the City Contract, and if the Surety is proceeding under subparagraphs 4(a) or 4(b) above, then the responsibilities of the Surety to the City shall not be greater than those of the Contractor under the City Contract, and the responsibilities of the City to the Surety shall not be greater than those of the City under the City Contract. The Surety shall be obligated to the limit of Bond Amount as set forth on the front page, subject, however, to a commitment by the City for payment to the Surety of the Balance of the Contract Price in mitigation of costs and damages on the City Contract. The Surety shall be obligated, without duplication, for:

   a. The responsibilities of the Contractor for correction of defective or unsuitable work and performance and completion of the City Contract;

   b. Additional legal, design professional, and delay costs incurred by the City as a result of the Contractor's Default, and as a result of the Surety's actions or failures to act under Paragraph 4 above;

   c. Liquidated damages as specified in the City Contract, or, if no liquidated damages are specified in the City Contract, actual damages and consequential damages incurred by the City as a result of delayed performance or non-performance of City Contract by the Contractor or the Surety; and

   d. Payment of all unpaid and due and owing fees or payments owed to the City under the City Contract at the time of the Contractor Default.

8. To the extent of payment to the Surety of the Balance of the Contract Price, the Surety shall defend, indemnify, and hold harmless the City from all claims, suits, causes of actions, and demands (including all costs of litigation and a reasonable attorney's fee), which are brought against the City by the Contractor or any other party and which arise from or by reason of payment to the Surety the Balance of the Contract Price.

9. The Surety hereby waives notice of any change or modification to the City Contract, including changes of time, or changes to related subcontracts, purchase orders, and other obligations.

10. Any proceeding, suit, or claim, legal or equitable, under this Performance Bond shall be instituted in the U.S. District Court for the Eastern District of Pennsylvania or the Court of Common Pleas of Philadelphia County and shall be instituted within two years of the date on which the Surety refuses or fails to perform its obligations under this Performance Bond, in accordance with Paragraphs 4 and 5 above. If the provisions of this Paragraph are void or prohibited by law, the minimum limitations period available to sureties as a defense in the jurisdiction of the proceeding, suit, or claim shall be applicable.

11. All notices to the Surety or the Contractor shall be mailed or delivered to the respective addresses shown on the signature page. In the event of a change in the address of the Surety or the Contractor, such party shall promptly provide notice to the City and the other party, with such notice to include the City Contract No. and this Performance Bond No.

12. When this Performance Bond has been furnished to the City in compliance with the Public Works Contractors' Bond Law of 1967, 8 P.S. § 191, et seq., any provision in this Performance Bond which conflicts with the statutory or legal requirement of such statute shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein.

13. The law controlling the interpretation or enforcement of this Performance Bond shall be Pennsylvania law.

14. Definitions

a. Balance of the Contract Price: The total amount payable by the City to the Contractor under the City Contract after all proper adjustments have been made, including change orders and credits due the City, reduced by all valid and proper payments made to or on behalf of the Contractor under the City Contract and reduced further by all direct costs and expenses incurred by the City as a result of the Contractor Default, including costs of additional supervision or inspection by the City of the Contractor's work under the City Contract and fees and expenses paid to consultants or others hired by the City for purposes of monitoring or investigating the Contractor's work under the City Contract.

b. City Contract: The agreement between the City and the Contractor identified on the front page.

c. Contractor Default: In the case of City Contracts for Public Works, "Contractor Default" shall mean the failure or refusal of the Contractor, after written notice from the City, to cure or remedy, or commence to cure or remedy, a Violation of City Contract (as defined in the Terms and Conditions of Bidding and Contract within three (3) working days from receipt of such notice, or within twenty-four (24) hours from receipt of such notice, where immediate action by the Contractor is necessary to safeguard life or property. In the case of all other City Contracts, "Contractor Default" shall mean the occurrence of an "event of default" or a "termination for cause" as defined or provided for in the City Contract's terms, conditions, and provisions.

CONTRACTOR AS PRINCIPAL:	**SURETY:**
Signature:_____	Signature:_____ Attorney-In-Fact (*Attach Power of Attorney)
Title:_____	
Date:_____	Date:_____
Address: _____	Address: _____
_____	_____
_____	_____
(Corporate Seal)	(Surety Seal)

CITY OF PHILADELPHIA
PAYMENT BOND

Bid No. **S7-Z53710** Bond No. _____

Bond Amount _____

1. (Contractor Name and Surety)_____, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the City to pay for labor, materials, and equipment furnished for use in the performance of the City Contract, **NTI Demolition Bid Package No. 074 –Patton Street Area** for the Department of Licenses and Inspections, which is incorporated herein by reference.

2. With respect to the City, this obligation shall be null and void if the Contractor:

   a. Promptly makes payment, directly or indirectly, for all sums due Claimants as defined below; and

   b. Defends, indemnifies, and holds harmless the City from any claims, demands, liens, or suits by any person or entity whose claim, demand, lien, or suit is for the payment for labor, materials, or equipment furnished for use in the performance of the City Contract, provided the City has notified the Contractor and the Surety (at the addresses described in Paragraph 9 below) of any such claims, demands, liens or suits and has tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.

3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

4. In the event that the Contractor shall not make prompt payment to Claimants, the Surety's obligation to Claimants under this Payment Bond, and a Claimant's rights under this Payment Bond, shall be governed solely by the Public Works Contractors' Bond Law of 1967, 8 P.S. § 191, et seq..

5. Amounts owed by the City to the Contractor under the City Contract shall be used for the performance of the City Contract and to satisfy claims, if any, under any Performance Bond. By the Contractor furnishing and the City accepting this Payment Bond, they agree that all funds earned by the Contractor in the performance of the City Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Payment Bond, subject, however, to the City's priority to use the funds for the completion of the work under the City Contract.

6. The Surety shall not be liable to the City, Claimants, or others for obligations of the Contractor that are unrelated to the City Contract. The City shall not be liable for payment of any costs or expenses of any Claimant under this Payment Bond, and the City shall have under this Payment Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Payment Bond.

7. The Surety hereby waives notice of any change or modification to the City Contract, including changes of time, or changes to related subcontracts, purchase orders, and other obligations.

8. Any suit or action under this Payment Bond shall be commenced by a Claimant in accordance with the Public Works Contractors' Bond Law of 1967, 8 P.S. § 191, et seq., or any other applicable law.

9. All notices to the Surety or the Contractor shall be mailed or delivered to the respective addresses shown on the signature page. In the event of a change in the address of the Surety or the Contractor, such party shall promptly provide notice to the City and the other party, with such notice to include the City Contract No. and this Payment Bond No.

10. When this Payment Bond has been furnished to the City in compliance with the Public Works Contractors' Bond Law of 1967, 8 P.S. § 191, et seq., any provision in this Payment Bond which conflicts with the statutory or legal requirement of such statute shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein.

11. Upon request by any person or entity appearing to be a potential beneficiary of this Payment Bond, the Contractor shall promptly furnish a copy of this Payment Bond or shall permit a copy to be made.

12. The law controlling the interpretation or enforcement of this Payment Bond shall be Pennsylvania law.

13. Definitions

    a. Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the City Contract.

    b. City Contract: The agreement between the City and the Contractor identified on the front page.

    c. Labor, materials, or equipment: All labor supplied or performed, all materials furnished, all equipment or machinery rented, and all services rendered by public utilities in the performance of the work under the City Contract, whether or not such labor, material, equipment, machinery, or public utility services enter into and become component parts of the work or improvement contemplated by the City Contract, including, inter alia: (a) all material furnished, equipment or machinery rented, services rendered by public utilities, and labor supplied or performed in preparing the work site for the performance of the work covered by the City Contract; (b) all equipment, machinery, public utility services, labor, shoring, sheathing and blasting supplies, and other materials used on the work site in doing such excavating as may be necessary or required to institute or perform the work specified in the City Contract; (c) all water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the City Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors; and (d) all material furnished, equipment or machinery rented, services rendered by public utilities, and labor supplied or performed in the performance of work or of maintenance required by or performed under the terms of the City Contract.

CONTRACTOR AS PRINCIPAL:	**SURETY:**
Signature:_____	Signature:_____ Attorney-In-Fact (*Attach Power of Attorney)
Title:_____	
Date:_____	Date:_____
Address: _____	Address: _____
_____	_____
_____	_____
(Corporate Seal)	(Surety Seal)

SECTION 00800

SPECIAL CONTRACT REQUIREMENTS

PART 1 GENERAL

1.01 MODIFICATIONS TO STANDARD SPECIFICATIONS

A. Section 00700, Article 16 in the Standard Specifications for NTI Demolition Bid Packages, dated February 19, 2004, shall be deleted and replaced with the following article.

16. **Insurance.** An Owner Controlled Insurance Program has been designed for the NTI (hereinafter, "NTI OCIP") and will be administered by the City in accordance with the laws of the Commonwealth of Pennsylvania. Special terms, conditions and bidding instructions related to the NTI OCIP are contained in a document entitled, "Neighborhood Transformation Initiative Owner Controlled Insurance Program Bid Insurance Requirements" (hereinafter, "NTI OCIP Insurance Requirements") included in the "Special Contracts Requirements" contained in the Project Manual. For informational purposes only, Bidders are required, in addition to submitting a Bid which excludes the Bidder's costs for providing the insurance specified in Part 1 of the NTI OCIP Bid Requirements, to submit a Bid which includes the Bidder's costs for providing that insurance; only the Bid utilizing the OCIP, i.e., the Bid which excludes the Bidder's cost of providing the insurance, will be considered in evaluating the Bid for award. All Contractors are required to maintain, at their sole cost and expense, insurance in the minimum limits and for the coverages stated in the NTI OCIP Insurance Requirements. The OCIP insurance coverage shall be primary to meet the Contractor's obligations for indemnification under Paragraph 21 and Risk of Loss under Paragraph 33, subject to the terms of such coverage.

B. Section 00700, Paragraph A in the Standard Specifications for NTI Demolition Bid Packages, dated February 19, 2004, shall be amended to include the following additional definition.

xxxiii) "Philadelphia Resident" means an individual domiciled in the City. A domicile is an individual's permanent legal residence.

C. Section 00700, Article 9 in the Standard Specifications for NTI Demolition Bid Packages, dated February 19, 2004, shall be changed as follows:

$0	when gross Bid does not exceed $25,000
$10	when gross Bid exceeds $25,000 and does not exceed $100,000

All other provisions of Article 9 shall remain unchanged.

D. Section 00801, Neighborhood Transformation Initiative (NTI) Owner Controlled Insurance Program Bid Insurance Requirements, is replaced in it's entirety with the revised Section 00801 contained in Appendix E.

E. Section 00813, Disadvantaged Business Enterprise Requirements, in the Standard Specifications for NTI Demolition Bid Packages, dated February 19, 2004, is replaced in it's entirety with the revised Section 00813 contained in Appendix G.

F. Section 00700, Article 106 in the Standard Specifications for NTI Demolition Bid Packages, dated February 19, 2004, shall be deleted and replaced with the following article.

106. **Executive Order 02-05.** In accordance with Executive Order 02-05, as it may be amended from time to time, the City has established an anti-discrimination policy which relates to the solicitation and utilization of MBEs, WBEs, and DSBEs in City contracts. The purpose of Executive Order 02-05 is to provide an equal opportunity for all businesses and to assure that City funds are not used, directly or indirectly, to promote, reinforce or perpetuate discriminatory

practices. Instructions, forms and special contract provisions relating to Executive Order 02-05 are included in Section 00813 of the Project Manual. Compliance with Executive Order 02-05 is a matter of bid responsiveness and failure of the Contractor to comply with Executive Order 02-05 shall constitute a violation of the Contract which shall entitle the City to exercise all rights and remedies provided to it under Executive Order 02-05 and provided to it under the Contract, either at law or in equity.

1.02 ADDITIONAL DEFINITIONS

Site: The terms SITE, JOBSITE, PROJECT SITE are hereby defined as the following: : The location is more fully described in Section 00411: Bid form of this Project Manual.

1.03 OWNER CONTROLLED INSURANCE PROGRAM

An Owner Controlled Insurance Program has been designed for the NTI (hereinafter, "NTI OCIP") and will be administered by the City in accordance with the laws of the Commonwealth of Pennsylvania. Special terms, conditions and bidding instructions related to the NTI OCIP are contained in a document entitled, "Neighborhood Transformation Initiative Owner Controlled Insurance Program Bid Insurance Requirements" (hereinafter, "NTI OCIP Insurance Requirements") included in its entirety in Section 00801 of the Standard Specifications for NTI Demolition Bid Packages.

1.04 QUALIFICATION OF CONTRACTORS

In order to bid, Contractors shall be pre-qualified by the City of Philadelphia for the NTI Demolition Program in accordance with Section 00802 of the Standard Specifications for NTI Demolition Bid Packages. For this project, Contractors are required to submit a copy of the NTI PRIME CONTRACTOR QUALIFICATION APPLICATION FOR DEMOLITION PROJECTS with their bid. A copy of the NTI PRIME CONTRACTOR QUALIFICATION APPLICATION FOR DEMOLITION PROJECTS is included in its entirety in Appendix 2 of the Standard Specifications for NTI Demolition Bid Packages.

1.05 CONTRACT TIME

The Contractor agrees that the work shall start not later than ten (10) days from the date indicated in the Notice to Proceed. City may, however, in its sole discretion, for causes for which the Contractor is not responsible and which will delay the completion of the work, extend said times within which the work shall be completed; the granting of such extensions will be subject to all conditions and requirements set forth in the Project Manual. **The project shall have an anticipated Notice to Proceed date of April 30, 2007 and all work shall be completed within 150 calendar days of the Notice-to-Proceed date, which is in the form of a Purchase Order issued by the Commissioner of Procurement**.

1.06 LIQUIDATED DAMAGES

The Contractor further agrees that for each calendar day that the Project is not completed after the time stipulated above and any extensions granted by the City, the City may deduct the sum of **Fifteen Hundred and 00/100 Dollars ($1,500.00) per calendar day** from monies due the Contractor, not as a penalty, but as liquidated damages for delay. Should the total amount chargeable as liquidated damages exceed the amount due or payable to the Contractor or his Surety, then such excess shall be paid to the City by the Contractor or his Surety.

1.07 MINORITY BUSINESS ENTERPRISE COUNCIL REQUIREMENTS

In accordance with Section 00813 of the Standard Specifications for NTI Demolition Bid Packages, under the authority of Executive Order 02-05, the Minority Business Enterprise Council (MBEC) has established the following MBE, WBE, and DSBE participation ranges for this project:

MBE	**10% to 15%**
WBE	**5% to 10%**

1.08 PREVAILING WAGE RATES

In accordance with Section 00814 of the Standard Specifications for NTI Demolition Bid Packages, the work of this contract is subject to the Prevailing Wage Rates for Residential Construction and Demolition as published by the City of Philadelphia Labor Standards Unit. A copy of the current prevailing wage determination is included in Appendix A of this Project Manual.

1.09 EQUAL EMPLOYMENT OPPORTUNITY

Section 00820 of the Standard Specifications for NTI Demolition Bid Packages contains minority, female, and resident employment goals for this contract.

1.10 SUMMARY OF WORK

Section 01120 of this Project Manual contains the specific requirements and scope of work for this bid package.

1.11 TEMPORARY FACILITIES AND CONTROLS

The contractor **SHALL NOT** provide a field office meeting the requirements set forth in Section 01500, Part 3.01 of the Standard Specifications for NTI Demolition Bid Packages for this bid package.

1.12 MAPS

Maps showing the location of work of this bid package are contained in Appendix B of this Project Manual.

1.13 ASBESTOS INSPECTION REPORTS

Copies of Asbestos Inspection Reports that have been obtained by the City for the houses to be demolished in this bid package are contained in Appendix C of this Project Manual. Note that Asbestos Inspection Reports are obtained only when it was possible for the City's asbestos inspection consultants to safely access the house prior to demolition.

1.14 LOCAL BIDDING PREFERENCE

In accordance with the City of Philadelphia's "Regulations Relating to Local Bidding Preferences for Procurement Contracts," this bid may be subject to a 5% local bid preference. In order to determine eligibility to receive the 5% preference, if applicable, bidder must be certified at the time of the bid opening and should submit with their bid the Local Business Entity (LBE) certification number* as issued by the Procurement Department for the prime contractor or the applicable subcontractor.

Further, by submission of this bid, bidder makes the following certification in connection with the grant of any local bidding preference:

"I certify, that if awarded this contract on the basis of application of the LBE preference, my company or my subcontractor, throughout the entirety of this contract, will perform the majority of the work under this contract within the geographic limits of the City of Philadelphia, and I will, or cause my subcontractor to, maintain within the City a majority of the inventory or equipment that will be used on this contract or the amount of inventory that is customary for this industry."

* Note: If you wish to apply for Local Business Entity (LBE) certification, go to www.phila.gov/bids/. Please allow sufficient time prior to bidding for processing of the LBE application.

1.15 VARIATION OF ESTIMATED QUANTITIES

The estimate of unit price item quantities to be furnished under this contract, as shown on the Bid Form, is approximate and is given only as a basis of calculation upon which the award of the contract is to be made. The City does not assume any responsibility that the quantities shall materialize nor shall the contractor plead misunderstanding or deception because of such estimate of quantities pertaining thereto. The City reserves the right to increase or decrease any or all of the above mentioned quantities of unit price items, or to omit any of them, as it may deem necessary, and such increase or decrease of the quantities given for any of the items shall not be considered as sufficient grounds for granting an increase in the unit prices bid.

1.16 OSHA PARTNERSHIP AGREEMENT

The City of Philadelphia and the Program Manager have entered into a Partnership Agreement with the Occupational Safety and Health Administration (OSHA) for the Neighborhood Transformation Initiative Program. The goal of the partnership is to encourage NTI demolition contractors to improve their safety and health performance, assist them in doing so, strive for the elimination of serious accidents in the construction industry, and recognize those contractors with exemplary safety and health programs.

The partnership will provide incentives to participating contractors who improve their safety and health performance. Incentives may include limited scope OSHA inspections and reductions in penalties.

As part of the partnership agreement, the City agreed to require all contractors to participate in the partnership and include in their contract with the City such a requirement. The City also agreed to require contractors to require that all of their sub-contractors participate in this strategic partnership.

Therefore, as a condition of receiving an award for this project, the Contractor hereby agrees to fully participate in the City-OSHA Partnership Agreement as noted above, and agrees to sign Appendix B of the Partnership Agreement if it is the successful bidder and also require all its sub-contractors to sign Appendix B. A complete copy of the City-OSHA Partnership Agreement is attached to this Project Manual as Appendix F.

Notwithstanding the foregoing and Paragraph 90 of Section 00700 of the Standard Specifications for NTI Demolition Bid Packages, in no way shall Contractor's or its sub-contractors' participation in this OSHA Partnership Agreement limit, modify or reduce the scope of its contractual obligations to the City of Philadelphia.

1.16 CITY OF PHILADELPHIA – BUSINESS CORPORATE AND SLAVERY ERA INSURANCE DISCLOSURE

In accordance with Section 17-104 of The Philadelphia Code, the Bidder, after execution of this Contract, will complete an affidavit certifying and representing that the Bidder (including any parent company, subsidiary, exclusive distributor or company affiliated with Bidder) has searched any and all records of the Bidder or any predecessor business entity regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era. The names of any slaves or slaveholders described in those records must be disclosed in the affidavit.

The Bidder expressly understands and agrees that any false certification or representation in connection with this Paragraph and/or any failure to comply with the provisions of this Paragraph shall constitute a substantial breach of this Contract entitling the City to all rights and remedies provided in this Contract or otherwise available in law (including, but not limited to, Section 17-104 of The Philadelphia Code) or equity and the contract will be deemed voidable. In addition, it is understood that false certification or representation is subject to prosecution under Title 18 Pa.C.S.A. Section 4904

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION

SECTION 00815
CITY OF PHILADELPHIA - TAX REQUIREMENTS
Effective July 1, 2004

Any contractor, or vendor of goods, wares and merchandise, or purveyor of services, who bids on and is awarded a contract by the City and/or School District of Philadelphia, is subject to Philadelphia's business tax ordinances and regulations. The City Solicitor has ruled that anyone who is awarded a contract by the City and/or School District pursuant to a bid has entered into a contract within the City, and the subsequent delivery of goods into the City or performance of service within the City constitutes "doing business" in the City, and subjects the successful bidder to one or more of the following taxes:

A. Business Privilege Taxes - At the rate of 2.100 mills of annual gross receipts and 6.5% of the annual net income received from the taxpayer's business activity conducted in or attributable to the City of Philadelphia. Both corporate and unincorporated business entities are liable. Computation of the gross receipts is calculated as follows:

   1. Manufacturer's - Option of computing the gross receipts tax by using the rate of 3.47% on taxable receipts from manufacturing sales, after deducting applicable costs of goods sold.

   2. Wholesalers - Option of computing the gross receipts tax by using the rate of 4.88% on taxable receipts from wholesale sales, after deductions for applicable costs of goods and labor.

   3. Retailers - Option of computing the gross receipts tax by using the rate of 1.16% on taxable receipts from retail sales, after deduction for applicable costs of goods and labor.

B. Net Profits Tax - For residents at the rate of 4.4625%, and nonresidents at the rate of 3.8801% of net profits attributable to business conducted in the City of Philadelphia. Corporations are not liable.

C. City Wage Tax - All employers are required to withhold the City of Philadelphia Wage Tax from the tax earnings of their employees at the following rates:

   1. For Philadelphia residents, at the rate of 4.4625%. The rate is levied against the earnings of all residents of Philadelphia, no matter where they are employed.

   2. For nonresidents of Philadelphia at the rate of 3.8801%, to the extent that they are compensated for services performed in this City.

The successful bidder, if not already paying the aforesaid taxes, is required to apply to the Department of Revenue, 1401 J.F. Kennedy Blvd., Public Concourse, Municipal Services Building, Philadelphia, PA 19102, for an account number and to file appropriate business tax returns as provided by law. Questions should be directed to the CBET Unit at 686-6600.

END OF SECTION

SECTION 01120
SUMMARY OF THE WORK

PART 1 GENERAL

1.01 DESCRIPTION OF WORK

A. This Section summarizes construction operations required by the Contract Documents, defines aspects of Contractor's relationship with City and lists special City requirements.

1.02 RELATED WORK SPECIFIED ELSEWHERE

A. Applicable provisions of Bidding Requirements, Contract Requirements and other Division 1 sections.

B. All applicable Technical Specifications Div. 2 through 9

1.03 PROJECT DESCRIPTION

A. **WORK OF THIS CONTRACT: The Work of this Contract generally comprises the demolition of approximately 44 structures consisting of one, two, and three story homes and garages, restoration of party walls, installation of fencing, final grading, site preparation, topsoil, and seeding of lots at locations to be provided by the City**. The scope of the project also includes the removal, transportation and disposal of Asbestos Containing Materials. Party walls are to be restored utilizing either Stucco or Encap finishes as directed by the City. All materials removed will be disposed of in accordance with Federal, State and Local regulations.

1. PARTY WALL: All existing partywalls immediately adjacent to proprieties to be demolished under this contract shall be finished in accordance with detail(s), SK-2 and SK-4, Appendix 2.

2. ROOF: All existing roof areas immediately adjacent to properties to be demolished under this contract shall be finished according to the detail(s) in Appendix _2.

3. FRONT/REAR PORCH: All existing porches immediately adjacent to properties to be demolished under this contract shall be finished according to the detail (s) in Appendix _2.

4. TUNNEL ALLEY: All existing tunnel alleys immediately adjacent to properties to be demolished under this contract shall be finished according to the detail(s) in Appendix _2.

B. TOPSOIL AND SEEDING OF EXISTING VACANT LOTS: In addition to the vacant lots created as a result of the demolition process, some existing vacant lots are to receive topsoil and seeding as part of this Contract. The existing vacant lots to receive topsoil and seeding will be identified by the City. All addresses being demolished are to receive topsoil and seeding as part of the demolition line item. **In addition, and under the separate line item for topsoil and seeding, it is anticipated that existing vacant lots adjacent to properties being demolished will receive topsoil and seeding at the discretion of the City. The approximate quantities are indicated on the Bid Form.**

C. POST AND RAIL FENCING: The existing and newly created vacant lots to receive post and rail fencing will be identified by the City. **All fencing will be installed at the discretion of the City. The approximate quantities are indicated on the Bid Form.**

D. CHAIN LINK FENCING: The existing and newly created vacant lots to receive chain link fencing will be identified by the City. **All fencing will be installed at the discretion of the City. The approximate quantities are indicated on the Bid Form.**

1.04 CITY'S RELEASE OF ADDRESSES

A. It is anticipated that the addresses will be released to the Contractor for demolition and associated work as follows:

There are 44 addresses for Demolition. The make up of properties for demolition consist of approximately 16 Machine Demolitions, and 28 Hand Demolitions. In addition, there are 33 addresses for Party Wall Repairs.

1.05 ASBESTOS-CONTAINING MATERIALS

Asbestos-containing material (ACM) means any material containing more than one percent (1%) asbestos, as per NESHAP, 40 CFR Part 61.145, Standard for demolition and renovation. All ACM shall be removed from each building included under this Specification unless the approved Hazard Abatement Plan provides a non-mechanical demolition procedure that will comply with the NESHAPS and City of Philadelphia asbestos removal exceptions, which are identified below:

NESHAPS **NESHAP, 40 CFR Part 61.145,** Standard for demolition and renovation	**CITY OF PHILADELPHIA ASBESTOS CONTROL REGULATION** October 9, 1997 Policy Memorandum
Remove All Regulated Asbestos Containing Material (RACM)	Remove all friable and non-friable ACM that may be rendered friable by the project prior to demolition.
RACM need not be removed before demolition if: o It is Category I nonfriable ACM (asbestos-containing packings, gaskets, resilient flooring covering, and asphalt roofing products containing more than 1% asbestos) that is not in poor condition and is not friable. (c)(1)(i) o It is on a facility component that is encased in concrete or other similarly hard material and is adequately wet whenever exposed during demolition (c)(1)(ii); or o It was not accessible for testing and was therefore, not discovered until after demolition began and, as a result of the demolition, the material cannot be safely removed. If not removed for safety reasons, the exposed RACM and any asbestos –contaminated debris must be treated as asbestos-containing waste material and be adequately wet at all times until disposed of. (c)(1)(iii) o They are Category II nonfriable ACM (any material excluding Category I nonfriable ACM, containing more than 1% asbestos that, when dry, cannot be crumbled, pulverized, or reduced to powder by hand pressure.) and the probability is low that materials will become crumbled, pulverized, or reduced to powder during demolition. (c)(1)(iv).	If a building is being demolished under an order issued by a State or local government agency because the facility is structurally unsound and in danger of collapse…no one should enter the building for the purpose of asbestos assessment or abatement. At all times during demolition, an individual certified as an Asbestos Investigator must be on site to identify any ACM revealed as the building is being demolished. When only a portion of the building is in danger of collapse, the exemptions apply only for that portion and not the entire building.

Alternative procedures may be applicable if a building is being demolished under an order issued by a State or local government agency because the facility is structurally unsound and in danger of imminent collapse.

Contractor shall ensure compliance with all regulations, including but not limited to, OSHA and other governing regulatory agencies during regulated material abatement.

1.06 POLYCHLORINATED BIPHENYLS (PCBs) BALLASTS AND FLUORESCENT BULBS

The Contractor should be aware of PCBs and Fluorescent bulbs found in the facilities, and are required under this contract to remove and dispose of these materials as required under Federal, State and Local regulations. No separate payment will be made for removal and disposal of PCB Ballasts and Fluorescent bulbs.

1.07 LEAD BASED PAINT CONTAINING MATERIALS

Contractor is hereby notified of the likely presence of lead based paint on painted surfaces of the buildings being demolished and/or repaired. Certain precautions may be required per OSHA for the protection of workers on the Jobsite. Materials being demolished and removed from the site shall be placed directly into dumpsters. Under no circumstance shall such materials be allowed to remain unprotected, outside a dumpster for longer than the working day in which they are demolished. Only under permission of the License and Inspections Inspector may materials be left outside of dumpsters. In such cases, the materials shall be protected so that Lead Based Paint cannot migrate to the soil. No extra payment shall be made to the contractor as a result of any of the requirements of this sub-section.

1.08 DAILY PROJECT INSPECTION

The Contractor Supervisor/Foreman shall perform a daily site walk through in conjunction with the City or Inspector to inspect all areas completed during the shift. Any areas identified as being unacceptable to the City or Inspector shall be immediately corrected by the Contractor prior to the Contractor leaving the site.

1.09 CONTRACTOR'S USE OF PREMISES

A. Contractors shall have complete and exclusive use of premises as required for execution of Work of this Contract only.

B. Coordinate use of premises with Project Manager

C. Protect products stored on-site

D. Store products to avoid interference with operations of City.

E. Secure and pay for additional storage and work areas if required by Contractor.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION

APPENDIX A

PREVAILING WAGE RATES
AND
SUPPLEMENTS

The Philadelphia Labor Standards Unit has issued an updated prevailing wage rate schedule for residential construction and demolition projects done on behalf of the City of Philadelphia. Enclosed herein you will find the decision which comprises the updated prevailing wage schedule.

Please direct any questions or concerns regarding the prevailing wage rate schedule to my attention:

Philadelphia Labor Standards Unit
Municipal Services Bldg., 6th Floor Room 630
1401 John F. Kennedy Blvd.
Philadelphia, PA 19102-1670
Telephone Numbers: (215) 686-7088 / 7089
Fax Number: (215) 686-2116

Thank you for your cooperation.

PREVAILING WAGE RATE SCHEDULE

FOR RESIDENTIAL CONSTRUCTION AND DEMOLITION

ON BEHALF OF CITY OF PHILADELPHIA

Effective 03/13/06

****"Residential Construction and Demolition Projects" (consisting of single family homes and apartments up to and including four (4) stories)**

A. Job Classifications and Wage Rates

	Basic Hourly Rate	Fringe Benefits
BRICKLAYERS	31.06	14.85
CARPENTERS	28.61	16.46
CEMENT MASONS	27.25	18.81
DRYWALL FINISHERS	29.39	15.65
ELECTRICIANS	40.56	17.05
ELEVATOR MECHANICS	39.695	12.015+a+b
GLAZIERS	30.10	18.30
LABORERS:		
UNSKILLED LABORERS	17.19	17.40
AIR TOOL OPERATOR	17.19	17.40
ASBESTOS LABORER	22.62	17.40
LANDSCAPE LABORER	12.20	4.67
PAINTERS (Brush/Roller)	28.00	15.65
PIPE FITTERS,		
INCLUDING HVAC PIPING	34.74	19.07
PLASTERS	23.90	12.75
PLUMBERS	37.33	19.01
POINTERS CAULKERS & CLEANERS,	31.75	14.55
POWER EQUIPMENT OPERATOR:		
BACKHOE, BULDOZERS,LOADERS,		
PAN/ SCRAPERS & ROLLER	30.99	16.90
GRADER	27.22	14.99
ROOFERS:		
SHINGLE	21.00	10.27
SLATE & TILE	23.00	10.27
SHEET METAL WORKERS	33.32	24.26
SOFT FLOOR LAYERS	27.05	14.09
SPRINKLER FITTERS	24.09	7.37
TILE SETTERS	29.88	13.75

***WELDER -** Rate for craft to which welding work is incidental.

Note:

1. Contractors are advised to contact the Philadelphia Labor Standards Unit with any questions regarding job classification, prevailing wage rates and fringe benefits.

2. Prior to employing apprentices on a public works project, the contractor is required to provide written evidence of employee's registration with a statewide training program recognized by the U.S. Bureau of Apprenticeship and Training (BAT). Contractors shall forward proper documentation for each bona fide apprentice to:

Philadelphia Labor Standards Unit

Municipal Services Building
1401 John F. Kennedy Boulevard – 6th Floor, Room 630
Philadelphia, PA 19102-1670
Telephone Number: (215) 686-2132
Fax Number: (215) 686-2116

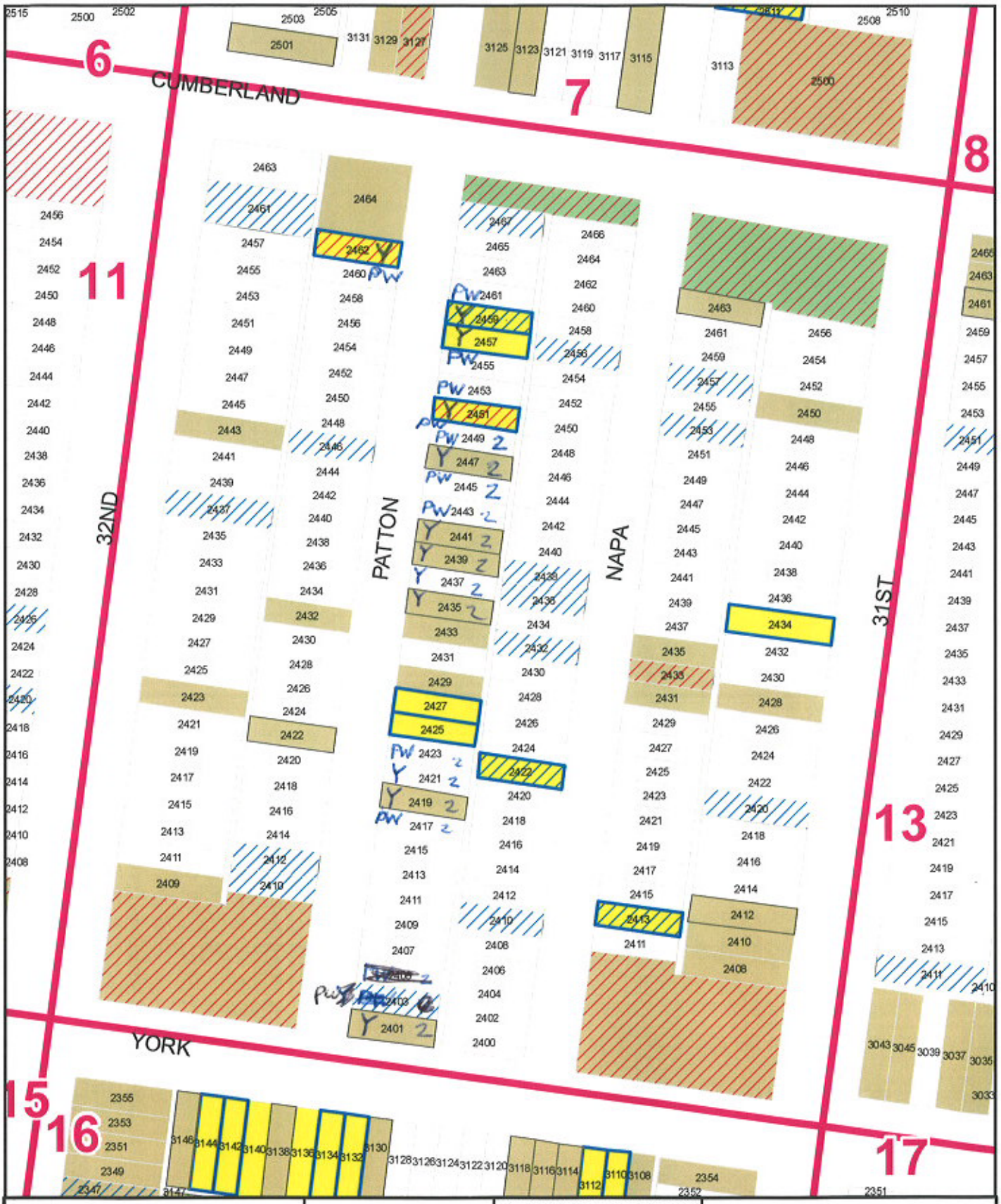
B. Fringe Benefits: Paid Vacation Leave and Holidays

Footnote a: Employer contributes 8% basic hourly rate for 5 years or more of service or 6% basic hourly rate for 6 months to 5 years of service as vacation pay credit.

Footnote b: Employee receives the following paid holidays as part of the fringe benefit package: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Christmas Day plus the Friday after Thanksgiving Day.

APPENDIX B

MAPS



Legend

- Occupied Property
- Residential Property
- Commercial Property
- Park
- Vacant lot
- Parking Lot
- City Property
- PHA Property
- RDA Property
- NTI Demolition
- Unsafe Condition
- Imminently Dangerous

NTI Neighborhood Transformation Initiative

Hill International

Gannett Fleming

Neighborhood Transformation Initiative Field Survey

District 5 Darrell Clarke
Strawberry Mansion North

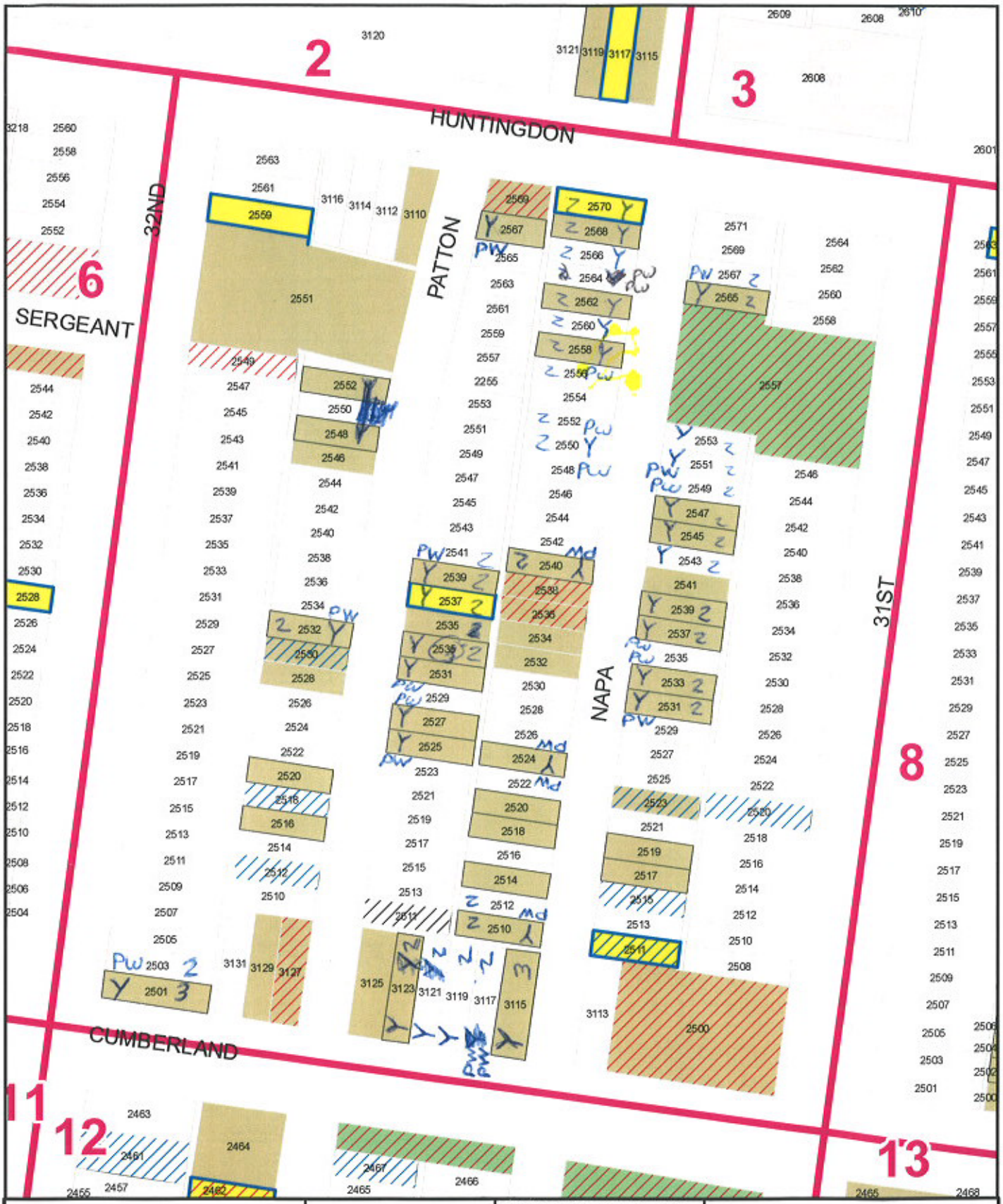
Map 12

Source: Dangerous Building Database and the Vacancy Database is maintained by the City of Philadelphia License and Inspection department. All other geospatial data was provided by the Mayor's Office of Information Services.

0 37.5 75 Feet

January 2007

N



Legend

- Occupied Property
- Residential Property
- Commercial Property
- Park
- Vacant lot
- Parking Lot
- City Property
- PHA Property
- RDA Property
- NTI Demolition
- Unsafe Condition
- Imminently Dangerous

Hill International

Gannett Fleming

Neighborhood Transformation Initiative Field Survey

District 5 Darrell Clarke
Strawberry Mansion North

Map 7

Source: Dangerous Building Database and the Vacancy Database is maintained by the City of Philadelphia License and Inspection department. All other geospatial data was provided by the Mayor's Office of Information Services.

0 37.5 75 Feet

January 2007

N

APPENDIX C

ASBESTOS INVESTIGATION REPORTS

Due to time restraints Asbestos Investigation Reports will be available prior to the Notice to Proceed Date.

APPENDIX D

MISCELLANEOUS FORMS

SOLICITATION FOR PARTICIPATION AND COMMITMENT FORM (Bid)

Minority (MBE), Women (WBE), and Disabled Disadvantaged (DSBE) Business Enterprises

DEPARTMENT OF FINANCE

MINORITY BUSINESS ENTERPRISE COUNCIL (MBEC)

Bid Number	*Name of Bidder*	*Date of Bid Opening*

List below ALL MBE/WBE/DSBEs that were solicited regardless of whether a commitment resulted therefrom. - Photocopy this form as necessary.

☐ MBE ☐ WBE ☐ DSBE	Work to be Performed	Date Solicited		Commitment Made		Give Reason(s)
Company Name		By Phone	By Mail	Yes *(If Yes, give date)*	NO	If No Commitment
Address						
Contact Person						
		Quote Received		Amount Committed To		
Telephone Number / Fax #		YES	NO	Dollar Amount $		
MBEC CERTIFICATION #				Percent of Total Bid %		

☐ MBE ☐ WBE ☐ DSBE	Work to be Performed	Date Solicited		Commitment Made		Give Reason(s)
Company Name		By Phone	By Mail	Yes *(If Yes, give date)*	NO	If No Commitment
Address						
Contact Person						
		Quote Received		Amount Committed To		
Telephone Number / Fax #		YES	NO	Dollar Amount $		
MBEC CERTIFICATION #				Percent of Total Bid %		

☐ MBE ☐ WBE ☐ DSBE	Work to be Performed	Date Solicited		Commitment Made		Give Reason(s)
Company Name		By Phone	By Mail	Yes *(If Yes, give date)*	NO	If No Commitment
Address						
Contact Person						
		Quote Received		Amount Committed To		
Telephone Number / Fax #		YES	NO	Dollar Amount $		
MBEC CERTIFICATION #				Percent of Total Bid %		

☐ MBE ☐ WBE ☐ DSBE	Work to be Performed	Date Solicited		Commitment Made		Give Reason(s)
Company Name		By Phone	By Mail	Yes *(If Yes, give date)*	NO	If No Commitment
Address						
Contact Person						
		Quote Received		Amount Committed To		
Telephone Number / Fax #		YES	NO	Dollar Amount $		
MBEC CERTIFICATION #				Percent of Total Bid %		

(Rev. 9/2006/jss)

Page 1

CITY OF PHILADELPHIA – BUSINESS, CORPORATE AND SLAVERY ERA INSURANCE ORDINANCE

A Business Entity entering into a Contract with the City must complete an Affidavit disclosing any and all records of Participation or Investment in, or Profits derived from Slavery, including Slaveholder Insurance Policies, during the Slavery Era. The Business Entity must complete and submit the Affidavit and any attachments to the Procurement Department. This is required only of the Business Entity actually selected for award of a Contract. It must be done after the Contract or Contract amendment has been executed. Questions regarding the Affidavit may be directed to the Procurement Department Public Information Unit at (215) 686-4720 or (215) 686-4721.

Procurement Department Contract Number_____Department Contact Person_____

AFFIDAVIT DISCLOSING SLAVERY ERA PARTICIPATION, INVESTMENTS, OR PROFITS

1. I, _____, am authorized to bind contractually the Business Entity identified below.

2. Information about the Business Entity entering into a Contract with the City is as follows:

   _____
   Business Entity Name Phone Fax

   _____
   Street Address City State Zip

3. Has the Business Entity submitted the Slavery Affidavit previously? ___NO ___YES Date of prior submission: _____ If "NO," complete Section 4, 5, and 6. If "YES," list the date of prior submission and skip to Section 6 and execute the form unless the Business Entity has discovered new information not disclosed in prior submissions. In that instance, continue with Section 4.

4. The Business Entity came into existence in_____ (year).

5. The Business Entity has searched its records and those of any Predecessor Companies for information relating to Participation or Investments in, or Profits derived from Slavery or Slaveholder Insurance Policies. Based on that research, the Business Entity represents that:

   _____ The Business Entity found no records that the Business Entity or any of its Predecessor Business Entities had any Participation or Investments in, or derived Profits from, Slavery or Slaveholder Insurance Policies during the Slavery Era.

   _____ The Business Entity found records that the Business Entity or its Predecessor Companies Participated or Invested in, or derived Profits from Slavery during the Slavery Era. The nature of that Participation, Investment, or Profit is described on the attachment to this Affidavit and incorporated herein.

   _____ The Business Entity found records that the Business Entity or its Predecessor Companies bought, sold, or derived Profits from Slaveholder Insurance Policies during the Slavery Era. The names of any Enslaved Persons or Slaveholders under the Policies are listed on the attachment to this Affidavit and incorporated herein.

6. I declare under penalty of perjury under the laws of the Commonwealth of Pennsylvania that the representations made herein are true and correct to the best of my knowledge.

Executed on_____at_____, _____
(Date) (City) (State)

Signature: _____ Title: _____

Notary_____

DEFINITIONS

Business Entity means any individual, domestic corporation, foreign corporation, association, syndicate, joint stock company, partnership, joint venture, or unincorporated association, including any parent company, subsidiary, exclusive distributor or company affiliated therewith, engaged in a business or commercial enterprise.

City means the City of Philadelphia.

Contract means any agreement, franchise, lease or concession including an agreement for any occasional professional or technical personal services, the performance of any work or service, the provision of any materials or supplies or rendering of any service to the City of Philadelphia or the public, which is let, awarded or entered into with or on behalf of the City of City of Philadelphia or any Department or Agency of the City.

Enslaved Person means any person who was wholly subject to the will of another and whose person and services were wholly under the control of another and who was in a state of enforced compulsory service to another during the Slavery Era.

Investment means to make use of an Enslaved Person for future benefits or advantages.

Participation means having been a Slaveholder during the Slavery Era.

Predecessor Business Entity means an entity whose ownership, title and interest, including all rights, benefits, duties and liabilities were acquired in an uninterrupted chain of succession by the Business Entity.

Profit means any economic advantage or financial benefit derived from the use of Enslaved Persons.

Slaveholder means holders of Enslaved Persons, owners of business enterprises using Enslaved Persons, owners of vessels carrying Enslaved Persons or other means of transporting Enslaved Persons, merchants or financiers dealing in the purchase, sale or financing of the business of Enslaved Persons.

Slaveholder Insurance Policies means policies issued to or for the benefit of Slaveholders to insure them against the death of, or injury to, Enslaved Persons.

Slavery means the practice of owning Enslaved Persons.

Slavery Era means that period of time prior to June 19, 1865.

APPENDIX E

OWNER CONTROLLED INSURANCE PROGRAM BID INSURANCE REQUIREMENTS

SECTION 00801

NEIGHBORHOOD TRANSFORMATION INITIATIVE (NTI)

OWNER CONTROLLED INSURANCE PROGRAM BID INSURANCE REQUIREMENTS

TABLE OF CONTENTS

SECTION TITLE

Introduction
Program Directory
Definitions
Part1: Insurance Provided by the City under OCIP
Part 2: Insurance to be Provided by Contractors Insured Under OCIP
Part 2: Sample Certificate of Insurance-A
Part 3: Insurance Provided by Contractors Not under OCIP
Part 3: Sample Certificate of Insurance -B
Part 4: OCIP Bid Procedures
Part 5: Contractor Enrollment
Part 6: Subcontractor Enrollment
Part 7: Claim Administration
Part 8: Completion of Work

ENROLLMENT PACKAGE FORMS AND INFORMATION

Form 1: Enrollment Form
Form 2: Enrollment Form (previously enrolled Contractors and Subcontractors)
Form 3: Assignment
Form 4: Notice of Work Completion

INTRODUCTION:

The Commercial General Liability, Workers Compensation & Employers Liability Insurance, Umbrella/Excess Liability and Contractors Pollution Liability Insurance for your jobsite construction operations will be provided under an Owner Controlled Insurance Program (OCIP) administered by the City of Philadelphia (City). The OCIP will be designed and administered in accordance with the laws of the Commonwealth of Pennsylvania.

THE OCIP WILL ONLY PROVIDE COMMERCIAL GENERAL LIABILITY AND WORKERS COMPENSATION & EMPLOYERS LIABILITY INSURANCE UP TO AND INCLUDING 9/30/07. AS OF 10/1/2007, THESE COVERAGES WILL NEED TO BE PROVIDED BY ALL CONTRACTORS AND SUBCONTRACTORS.

Under the OCIP, the Owner, Contractor, and all tiers of Contractors/Subcontractors are required to:

(A) Participate in the OCIP;

(B) Delete the following insurance costs from their contract bid: Commercial General Liability, Workers Compensation and Employers Liability, Excess/Umbrella Liability, and Contractor's Pollution Liability Insurance;

COMMERCIAL GENERAL LIABILITY AND WORKERS COMPENSATION & EMPLOYERS LIABILITY COSTS SHALL ONLY BE DELETED FOR WORK OCCURRING UP TO AND INCLUDING 9/30/2007.

NOTE: (Contractors involved in Asbestos Abatement work should only delete the following insurance coverage costs from their contract bid: Commercial General Liability, Umbrella/Excess Liability, and Contractor's Pollution Liability Insurance costs. **The OCIP will not afford Workers' Compensation and Employers' Liability coverage to Contractors involved in Asbestos Abatement work.** Contractors performing Asbestos Abatement work must purchase and maintain Workers' Compensation and Employers' Liability coverage on their own as per the limits outlined in Part 3.

(C) Actively support and participate in the Neighborhood Transformation Initiative's Project Safety Program;

(D) Include the OCIP Provisions in all Subcontracts;

(E) Submit required insurance forms prior to start of work;

A FAILURE TO SUBMIT THE REQUIRED OCIP INSURANCE FORMS PRIOR TO THE START OF WORK MAY EXCLUDE YOU FROM OCIP INSURANCE COVERAGE. IF EXCLUDED, THE OWNER WILL NOT PAY ANY ADDITIONAL AMOUNTS BEYOND YOUR BID AMOUNT FOR YOUR INSURANCE COSTS.

(F) Keep and maintain payroll records of all employees working at the Jobsite;

(G) Comply with accident reporting and claim procedures and;

(H) Submit required insurance termination form when work is completed.

PROGRAM DIRECTORY:

BROKER and OCIP ADMINISTRATOR: THE GRAHAM COMPANY
ADDRESS: ONE PENN SQUARE WEST, PHILADELPHIA PA 19102 FAX: (215) 567-3203

NAME	TITLE	PHONE	E-MAIL ADDRESS
Harry Johnson	OCIP Administrator	(215) 701-5215	hjohnso@grahamco.com
Franz Wagner	Account Manager	(215) 701-5257	fwagner@grahamco.com
Kelly Krause	Executive Assistant	(215) 701-5423	kkrause@grahamco.com
Mark Troxell	Safety Director	(215) 701-5340	mtroxel@grahamco.com
Durrell Garman	Safety Consultant	(215) 701-5227	dgarman@grahamco.com
Michelle Leighton	Claims Manager	(215) 701-5232	mleight@grahamco.com

OWNER: CITY OF PHILADELPHIA – RISK MANAGEMENT DIVISION
ADDRESS: 1515 ARCH STREET, 14TH FLOOR, PHILADELPHIA, PA 19102 FAX: (215) 683-1705

NAME	TITLE	PHONE/FAX	E-MAIL ADDRESS
Nella Goodwin	Services Manager	(215) 683-1708	Nella.Goodwin@phila.gov
Debora Lawton	Director	(215) 683-1719	Debbie.Lawton@phila.gov

DEFINITIONS:

Approved Contractor A Contractor/Subcontractor who has successfully completed and submitted all OCIP required documentation and has received confirmation of enrollment for participation in the insurance program.

Broker of Record The insurance broker authorized to represent, negotiate, and obtain appropriate insurance coverage on behalf of the Owner.

Claim A written or oral demand for compensation, including a request for benefits, injuries or damages arising out of an insured loss.

Contract A written agreement between the Owner and a Contractor, or between a Contractor and a Subcontractor, or by and between any tier of Subcontractors. This also includes any written and/or verbal agreement, invoice, purchase order, or work order that includes direct labor on one or more Insured Sites.

Contractor A specified individual, firm, or corporation under Contract with the Owner or its designee to undertake maintenance, construction or other services at the Insured Site(s).

Insurance Company The company which provides financial protection against property damage or bodily injury losses to third parties.

Insured The entity named in a Policy or Certificate of Insurance signed by a duly authorized representative of the Insurer.

Insured Loss The total amount of cost, charges and expenses, inclusive of deductibles, relating to an incident or occurrence, which is insured under the Owner Controlled Insurance Program (OCIP).

Insured Site The Project Site as defined in your Contract. Employees performing services, under Contract, are covered under the OCIP while working on-site (see Part 1). Employees are not covered when traveling between home and an Insured Site.

Insurer The entity issuing a policy.

Job-site See “Insured Site”.

OCIP	The Owner Controlled Insurance Program under which Commercial General Liability Insurance, Workers' Compensation & Employer's Liability, Contractor's Pollution Liability and Umbrella/Excess Liability are procured by the Owner for specified Contractors and/or Subcontractors providing direct labor at one or more Insured Sites.
OCIP Administrator	A representative of the Broker of Record designated to administer the OCIP.
OCIP Manager	The Graham Company.
OCIP Team	The professional firm's employees from the Owner, Broker and Insurance Company.
Owner	City of Philadelphia, their commissions, officers, officials, employees and/or agents, associated and/or affiliated organizations, successors or assigns, as now exist or may hereafter be acquired or formed which any of the City of Philadelphia owns, operates or controls, including the interest as successor to any organization acquired, merged, or transformed into any of the foregoing, and any trust, foundations, funds and welfare plans of any kind and other interests as are now or hereafter related to the insured but not specifically named.
Subcontractor	A specified individual, firm or corporation providing direct labor to perform subcontracted work on the Insured Sites, with the consent of the Contractor or its designee, excluding vendors, suppliers, material dealers, or others whose function is solely to supply and/or deliver materials, parts, or equipment to and from one or more Insured Sites.
Temporary Site Employees	Those contractor and subcontractor employees not assigned to an Insured Sites (i.e., an employee who does not directly bill his or her time to Owner). As general guidance, an employee whose salary and overheads are included in the overhead component of Contractor or Subcontractor's billing rate is not covered under the OCIP even though they may occasionally be on site. Examples include, but are not limited to: home office auditors, sales personnel, payroll clerks, and human relations personnel.
Third Party	Any party other than employees of an Approved Contractor or its Subcontractor of any tier.
Work	Any direct or indirect physical task to be performed to complete the Project at the Insured Site. For the purpose of the OCIP, Work will commence when the approved Contractors' employees first report or are present at the Insured Site after enrollment in the OCIP and completion any existing required badge procedures. No physical activity will be performed until the Contractor/Subcontractor is enrolled in the OCIP.
Wrap-up:	See OCIP.

PART 1 - INSURANCE TO BE PROVIDED BY CITY UNDER THE OCIP:

The City will be securing specific insurance coverage for the benefit of the City, Contractor, and Subcontractors of all tiers performing work at the insured site. **The insurance will not apply to vendors, suppliers, material dealers, and independent operators/haulers. Also, Workers Compensation & Employers Liability will not apply to Asbestos Abatement Contractors or Subcontractors.**

COMMERCIAL GENERAL LIABILITY AND WORKERS COMPENSATION & EMPLOYERS LIABILITY INSURANCE WILL ONLY BE PROVIDED BY THE CITY FOR ENROLLED CONTRACTORS AND SUBCONTRACTORS UP TO AND INCLUDING 9/30/2007.

The coverages afforded under this program will not include all insurance needed by Contractor or Subcontractor(s). For example, Commercial General Liability coverage applies only to the operations of and for each Insured at or emanating directly from the insured site. It will not apply to the operations of any Insured in its regularly established main or branch office, factory, warehouse, or similar place of business. Further, Workers Compensation & Employers Liability Coverage will not be afforded to Contractors or Subcontractors performing asbestos removal or containment operations. **Each Contractor and Subcontractor should review its own insurance program to assure that their permanent insurance is properly coordinated with the OCIP.**

Only the following insurance, set forth in (A), (B), (C) and (D) below, will be provided by the City:

(A) Workers Compensation Insurance in statutory limits for the Commonwealth of Pennsylvania. Employers Liability limits of $1,000,000 Each Accident/$1,000,000 Disease – Each Employee/$1,000,000 Disease – Policy Limit.

INDEPENDENT OPERATORS/HAULERS AND ASBESTOS ABATEMENT CONTRACTORS/SUBCONTRACTORS WILL NOT BE INSURED UNDER THE OWNER'S PROGRAM.

Coverages to be extended under this policy include US Longshoremen's and Harbor Workers' Compensation Act (USL&H), Voluntary Compensation, Alternative Employer Endorsement, and a Waiver of Our Right to Recover from Others Endorsement.

NOTE: **The OCIP will not afford Workers' Compensation and Employers' Liability coverage to Contractors or Subcontractors performing Asbestos Abatement work.** Contractors and Subcontractors performing Asbestos Abatement work must purchase Workers' Compensation and Employers' Liability coverage on their own as per the limits outlined in Part 3.

WORKERS COMPENSATION & EMPLOYERS LIABILITY INSURANCE COVERAGE WILL ONLY BE PROVIDED UP TO AND INCLUDING 9/30/2007. CONTRACTORS AND SUBCONTRACTORS WILL NEED TO SECURE THIS COVERAGE ON THEIR OWN BEHALF AS OF 10/1/2007.

(B) Commercial General Liability Insurance applying to all Insureds jointly with the following limits:

$2,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability;
$2,000,000 Personal & Advertising Injury;
$4,000,000 General Aggregate
$4,000,000 Products/Completed operations Aggregate

Coverages include: Three (3) year Products/Completed Operations Tail (One Aggregate Limit will apply), 60 day Notice of Cancellation, Insurance Company Waiver Endorsement, Knowledge of Occurrence, Notice of Occurrence, Unintentional Failure to Disclose Hazards, Additional Insureds - Owners, Lessee or Contractors Form B, Limitation of Coverage to Designated Premises, Waiver of Transfer of Rights of Recovery Against Others, and Incidental Medical Malpractice.

Additional exclusions include: Nuclear Energy Liability, Asbestos, Radioactive Material, Employment Related Practices, Total Lead, Architects & Engineers Professional Liability, and Absolute Pollution.

This insurance will not extend coverage for products liability to any insured party, vendor, supplier, material dealer or others for any product manufactured, assembled or otherwise worked upon while away from the insured site.

COMMERCIAL GENERAL LIABILITY INSURANCE WILL ONLY BE PROVIDED UP TO AND INCLUDING 9/30/2007. CONTRACTORS AND SUBCONTRACTORS WILL NEED TO SECURE THIS COVERAGE ON

THEIR OWN BEHALF AS OF 10/1/2007.

(C) Excess/Umbrella Liability Insurance, covering all insureds extending the Employers Liability and Commercial General Liability noted in (A) and (B) above by an additional:

$50,000,000 per occurrence/aggregate combined single limit for bodily injury (including death) and property damage liability;

Coverages include: Notice of Occurrence, Knowledge of Occurrence, Unintentional Errors & Omissions, Three (3) year Extension Endorsement for Products/Completed Operations Tail (One Aggregate for Entire Tail).

Additional exclusions include: Automobile Liability and Architects and Engineers Errors & Omissions.

This insurance will also not extend coverage for products liability to any insured party, vendor, supplier, material dealer or others for any product manufactured, assembled or otherwise worked upon while away from the insured site.

(D) Contractor's Pollution Liability Insurance (Occurrence) applying to all Insureds with the following limits:

$10,000,000 Each Occurrence
$10,000,000 Aggregate

Coverages Include: Loss as a result of Claims for Bodily Injury, Property Damage or Environmental Damage caused by Pollution Conditions resulting from Covered Operations; (5) year Completed Operations Coverage; City is First Named Insured with Contractors & Subcontractors at all tiers as Additional Named Insureds;

Exclusions include: Expected or Intended Injury, Known Conditions, Intentional Non-Compliance, Professional Services (except for the First Named Insured for project management), Hostile Acts, Terrorism and Product Liability.

POLICY NOTES FOR OWNER-PROVIDED COVERAGE

Policy Period - Initial policies under the OCIP are effective on your contract start date and will expire upon completion of your work or as determined by the Owner.

Program Limits - Limits under the primary Commercial General Liability Policy will be reinstated annually.

Evidence of Coverage - Each Enrolled Contractor and Subcontractor will receive a Commercial General Liability Certificate of Insurance evidencing coverage, and, except for Contractors and Subcontractors performing Asbestos Abatement work, a Workers' Compensation policy.

Changes in Coverage - Owner reserves the right to change the coverages and/or limits of insurance provided under the OCIP.

It is recommended that the Contractors and Subcontractors of all tiers have their Insurance Agent review the coverages to be provided by the City. It is the responsibility of all Contractors and Subcontractors to maintain, at their sole option and cost, any additional insurance they deem necessary and/or, in lieu of excluding coverage for this Project from their ongoing Liability and Workers Compensation Program, that they have their Commercial General Liability and Workers Compensation & Employers Liability policies endorsed to the effect that insurance provided under those policies is excess over valid and collectible insurance provided under the OCIP.

THE COVERAGES REFERRED TO ABOVE WILL BE SET FORTH IN FULL IN THE RESPECTIVE POLICY FORMS AND THE FOREGOING DESCRIPTIONS ARE NOT INTENDED TO BE COMPLETE.

COMMERCIAL GENERAL LIABILITY AND WORKERS COMPENSATION & EMPLOYERS LIABILITY INSURANCE WILL ONLY BE PROVIDED BY THE CITY UP TO AND INCLUDING 9/30/2007.

Termination of Contractor (Subcontractor) Participation in OCIP

In the event Contractor/Subcontractor's participation in the OCIP is terminated or the entire program is canceled, Contractor/Subcontractor must provide the insurance coverage specified in Part 3. These coverages should apply to all Contractor/Subcontractor employees working on the Jobsite as well as those employees working off-site.

Exclusion of a Contractor (Subcontractor) From The OCIP

If a Contractor/Subcontractor does not meet the minimum standard for participation, as determined by Owner, the Contractor (Subcontractor) must provide the insurance coverage specified in Part 3. These coverages should apply to all Contractor's/Subcontractor's employees working on the Jobsite as well as those employees working off-site.

PART 2 - INSURANCE TO BE PROVIDED BY CONTRACTORS AND / OR SUBCONTRACTORS INSURED UNDER THE OCIP:

Contractor and all tiers of Subcontractors shall at all times during the period in which the Contract is in force and effect, (including the maintenance/guarantee period or other applicable warranty period), provide and maintain the following insurance at their own expense. All insurance shall be procured from "A-; Class VII" or better rated insurance carriers by AM Best and authorized to do business in the Commonwealth of Pennsylvania. All insurance required herein shall be written on an "occurrence" basis and not a "claims-made" basis. **In no event shall work be performed by the Contractor until the required evidence of insurance has been furnished.** If Contractor fails to obtain or maintain the required insurance, the City shall have the right to treat such failure as a material breach of contract and to exercise all appropriate rights and remedies. The insurance shall provide for at least thirty (30) days prior written notice to be given to the City in the event coverage is materially changed, canceled or non-renewed:

(A) Automobile Liability Insurance covering all owned, non-owned and hired automobiles. Such insurance shall provide coverage not less than that of the Standard Comprehensive Automobile Liability policy (or Business Auto Policy) with limits not less than $300,000 Per Accident for Bodily Injury and Property Damage.

(B) Commercial General Liability Insurance for Operations **away from the jobsite** including products liability coverage for any product manufactured, assembled or otherwise worked upon while away from the insured site. Coverage is to be provided in a form not less than the ISO 1998 standard Commercial General Liability Insurance policy ("Occurrence Form") including hazards of premises/operations (including explosion, collapse and underground coverage), independent contractors, products and completed operations, contractual liability coverage (for any contracts related to the Work) and personal injury. Coverage is to be provided at the following minimum Limits of Liability:

$500,000 Per Occurrence
$500,000 Completed Operations Aggregate (Annual Limits)
$500,000 Personal Injury and Advertising Injury
$500,000 General Aggregate (Annual Limits)

FOR ALL CONTRACT WORK OCCURRING ON OR AFTER 10/1/2007, CONTRACTORS AND SUBCONTRACTORS SHALL PROVIDE COMMERCIAL GENERAL LIABILITY INSURANCE FOR OPERATIONS BOTH ON AND AWAY FROM THE JOBSITE. COVERAGE IS TO BE PROVIDED IN A FORM NOT LESS THAN THE ISO 1998 STANDARD COMMERCIAL GENERAL LIABILITY INSURANCE POLICY ("OCCURRENCE FORM") INCLUDING HAZARDS OF PREMISES/OPERATIONS (INCLUDING EXPLOSION, COLLAPSE AND UNDERGROUND COVERAGE), INDEPENDENT CONTRACTORS, PRODUCTS AND COMPLETED OPERATIONS, CONTRACTUAL LIABILITY COVERAGE (FOR ANY CONTRACTS RELATED TO THE WORK) AND PERSONAL INJURY. COVERAGE IS TO BE PROVIDED AT THE FOLLOWING MINIMUM LIMITS OF LIABILITY:

$2,000,000 PER OCCURRENCE
$2,000,000 COMPLETED OPERATIONS AGGREGATE
$2,000,000 PERSONAL INJURY AND ADVERTISING INJURY
$2,000,000 GENERAL AGGREGATE (ANNUAL LIMITS)

(C) Workers' Compensation Insurance for all operations **away from the jobsite:** In statutory limits of the Workers' Compensation Law of the Commonwealth of Pennsylvania and having:

Employers Liability Limits:

$500,000 Each Accident;
$500,000 Disease – Policy Limit;
$500,000 Disease Each Employee for all Work.

NOTE: Asbestos Abatement Contractors must provide Workers' Compensation and Employers' Liability coverage for their employees while performing work on the jobsite and also away from the jobsite.

FOR ALL CONTRACT WORK OCCURRING ON OR AFTER 10/1/2007, CONTRACTORS AND SUBCONTRACTORS SHALL PROVIDE WORKERS COMENSATION & EMPLOYERS LIABILITY INSURANCE FOR OPERATIONS BOTH ON AND AWAY FROM THE JOBSITE IN STATUTORY LIMITS OF THE WORKERS' COMPENSATION LAW OF THE COMMONWEALTH OF PENNSYLVANIA AND HAVING:

EMPLOYERS LIABILITY LIMITS:

$500,000 EACH ACCIDENT;
$500,000 DISEASE – POLICY LIMIT;
$500,000 DISEASE EACH EMPLOYEE FOR ALL WORK.

(D) Completed Operations Coverage: The OCIP will include coverage for completed operations for three (3) years after the date of acceptance of the Work by City. FOR COMMERCIAL GENERAL LIABILITY ONLY, THIS COMPLETED OPERATIONS PERIOD WILL COMMENCE AFTER THE DATE OF ACCEPTANCE OF THE WORK BY CITY OR 10/1/2007, WHICHEVER IS SOONER. It is the responsibility of the Contractor to arrange for the continuation of completed operations coverage with their insurance agent and insurer after termination of completed operations coverage under the OCIP.

(E) Mobile Equipment: Some mobile equipment may not be insured under the new Commercial General Liability policies (ISO 1998 policy form). Contractors utilizing mobile equipment not scheduled in their auto policy should review this coverage with their agent and/or insurer. The OCIP will provide third party liability coverage only arising out of the use of Mobile Equipment as defined in the OCIP Commercial General Liability Policy.

(F) Owned or Leased Equipment/Tools: Contractor and all Subcontractors shall maintain insurance on their owned or leased equipment, tools, trailers, etc.

(G) Additional Insured Provision: The insurance policies identified in paragraph's (A) and (B) above **shall include an endorsement naming the City of Philadelphia**, **their commissions, officers, officials, employees and/or agents, associated and/or affiliated organizations, successors or assigns as additional insureds including Excess or Umbrella Liability Policies if applicable.**

(H) Waiver of Subrogation Endorsement: The insurance policies identified in paragraph's (A), (B), (C), (E) and (F) above shall include an endorsement waiving rights of subrogation in favor of the Additional Insureds described in (G) above.

(I) Primary Insurance: The insurance policies identified in paragraph (B) above shall include an endorsement stating that the coverage afforded the Additional Insureds described in (G) above will be primary and non-contributory to any other coverage available to them.

(J) Certificate of Insurance: Within five (5) days following receipts of the Notice of Award, Contractor must provide a Certificate of Insurance evidencing coverages and limits as identified in (A), (B), (C), (G), (H) and (I) above, and each shall furnish an Original Certificate(s) of Insurance to:

ELLA JACKSON
City of Philadelphia
Procurement Department
Municipal Services Building – 1st Floor
Philadelphia, PA 19102-1685

With a copy to:

Nella Goodwin, Risk Management Services Manager
City of Philadelphia
Risk Management Division
1515 Arch Street – 14th Floor
Philadelphia, PA 19102

And:

Franz Wagner, NTI OCIP Account Manager
The Graham Company
The Graham Building
One Penn Square West
Philadelphia, PA 19102

Certificates of Insurance are not required for Subcontractors to be submitted to the City of Philadelphia or The Graham Company. However, Contractors are responsible for ensuring compliance of all their Subcontractors with these insurance specifications.

The five (5) day requirement for advance documentation of coverage may be waived in situations where such waiver will benefit the City, but under no circumstances shall the Contractor actually begin work without providing the required evidence of insurance. The City reserves the right to require Contractor to furnish certified copies of the original policies of all insurance required under this contract at any time upon ten (10) days prior written notice to the Contractor.

All Certificates of Insurance shall indicate, in the Special Items Section, that all policies will contain (1) Additional Insured Endorsement (except the Workers' Compensation Policy), (2) a Waiver of Subrogation Endorsement, and (3) Primary and Non-Contributory Insurance Endorsement (except the Business Automobile and Workers' Compensation Policies) as outlined above.

In addition, all policies of insurance that are required by the City shall be endorsed to provide that the insurance company must notify the City at least thirty (30) days prior to the effective date of cancellation or modification that reduces coverage of such policies.

THE CERTIFICATE OF INSURANCE MUST BE PROVIDED AND APPROVED PRIOR TO THE START OF YOUR WORK. (SEE SAMPLE "A" ON NEXT PAGE WHICH APPLIES TO WORK PERFORMED UP TO AND INCLUDING 9/30/2007. THE REQUIREMENTS SPECIFIED IN PART 3 AS REPRESENTED ON SAMPLE "B" SHALL APPLY TO CONTRACT WORK OCCURRING ON OR AFTER 10/1/2007. FOR WORK THAT EXTENDS PAST 9/30/2007, CERTIFICATES EVIDENCING THE REQUIREMENTS OF PART 3 SHOULD BE PROVIDED FOR APPROVAL NO LATER THAN 9/1/2007.)

The above insurance requirements are mandatory.

ACORD # CERTIFICATE OF LIABILITY INSURANCE

DATE: (MM/DD/YY)

Producer

YOUR INSURANCE BROKER OR AGENT

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

Insured

XYZ COMPANY
123 MAIN STREET
ANYTOWN, PA 12345

COMPANIES AFFORDING COVERAGE

Company A	*YOUR INSURANCE COMPANY*
Company B	
Company C	
Company D	

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POL. EFF. DATE (MM/DD/YY)	POL. EXP. DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY**	*12345678*	*TBD*	*TBD*	GENERAL AGGREGATE	*$500,000*
	X COMMERCIAL GEN LIABILITY				PRODUCTS-COMP/OP AGG	*$500,000*
	OWNERS & CONTRACTOR'S PROT				EACH OCCURRENCE	*$500,000*
					FIRE DAMAGE (Any one Fire)	
					MED EXP (Any one person)	
A	**AUTOMOBILE LIABILITY**	*12345678*	*TBD*	*TBD*	COMBINED SINGLE LIMIT	*$300,000*
	X ANY					
	AL NED OS				DILY I r Perso	
	SC D AUTOS					
	HIRE				BODIL UI (Per A t)	
	NO OWN TO					
					PR E	
	GARAGE ITY				A NLY-E CIDENT	
	ANY AUTO				OTHER THAN AUTO ONLY:	
					EACH ACCIDENT	
					AGGREGATE	
					EACH OCCURRENCE	
A	UMBRELLA FORM				AGGREGATE	
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** THE PROPRIETOR/PARTNERS/EXECU-TIVE OFFICERS ARE: INCL. EXCL.	*12345678*	*TBD*	*TBD*	STATUTORY LIMITS X	
	THE PROPRIETOR/PARTNERS/ EXECUTIVE OFFICERS ARE: INCL EXCL				EL EACH ACCIDENT	*$100,000*
					EL DISEASE-POLICY LIMIT	*$500,000*
					EL DISEASE-EA EMPLOYEE	*$100,000*

Sample "A"

DESCRIPTION : ALL POLICIES SHALL CONTAIN 1) A WAIVER OF SUBROGATION ENDORSEMENT , 2) AN ADDITIONAL INSURED ENDORSEMENT (EXCEPT FOR WORKERS COMPENSATION), AND 3) AN ENDORSEMENT STATING THAT INSURANCE IS PRIMARY AND NON-CONTRIBUTORY (EXCEPT FOR WORKERS COMPENSATION AND BUSINESS AUTOMOBLE) TO ANY OTHER INSURANCE MAINTAINED BY THE ADDITIONAL INSURED IN FAVOR OF THE CITY OF PHILADELHIA, THEIR COMMISSIONS, OFFICERS, EMPLOYEES AND/OR AGENTS, ASSOCIATED AND/OR AFFILIATED ORGANIZATIONS, SUCCESSORS OR ASSIGNS AS RESPECTS TO THEIR WORK PERFORMED FOR THE CITY OF PHILADELPHIA FOR OPERATIONS COVERED UNDER THE OCIP.

CERTIFICATE HOLDER

CITY OF PHILADELPHIA
Attn: Jacquelyn Broomer
City of Philadelphia
Procurement Department
Municipal Services Building, 1st Floor
Philadelphia, PA 19102-1685

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

PART 3 – INSURANCE PROVIDED BY CONTRACTORS AND / OR SUBCONTRACTORS NOT INSURED BY THE OCIP. THESE REQUIREMENTS ALSO APPLY TO ENROLLED CONTRACTORS AND SUBCONTRACTORS FOR CONTRACT WORK OCCURRING ON OR AFTER 10/1/2007.:

Contractor and all tiers of Subcontractors not covered by the OCIP shall at all times during the period in which the Contract is in force and effect, (including the maintenance/guarantee period or other applicable warranty period), provide and maintain the following insurance at their own expense. All insurance shall be procured from "A-; Class VII" or better rated insurance carriers by AM Best and authorized to do business in the Commonwealth of Pennsylvania. All insurance required herein shall be written on an "occurrence" basis and not a "claims-made" basis. **In no event shall work be performed until the required evidence of insurance has been furnished.** If Contractor fails to obtain or maintain the required insurance, the City shall have the right to treat such failure as a material breach of contract and to exercise all appropriate rights and remedies. The insurance shall provide for at least thirty (30) days prior written notice to be given to the City in the event coverage is materially changed, canceled or non-renewed:

(A) Automobile Liability Insurance covering all owned, non-owned and hired automobiles. Such insurance shall provide coverage not less than that of the Standard Comprehensive Automobile Liability policy (or Business Auto Policy) with limits not less than **$1,000,000** Per Accident for Bodily Injury and Property Damage.

(B) Commercial General Liability Insurance for Operations including products liability coverage for any product manufactured, assembled or otherwise worked upon. Coverage is to be provided in a form not less than the ISO 1998 standard Commercial General Liability Insurance Policy ("Occurrence Form") including hazards of premises/operations (including explosion, collapse and underground coverage), independent contractors, products and completed operations, contractual liability coverage (for any contracts related to the Work) and personal injury. Coverage is to be provided at the following minimum Limits of Liability:

$2,000,000 Per Occurrence
$2,000,000 Personal Injury and Advertising Injury
$2,000,000 Completed Operations Aggregate (Annual Limits)
$2,000,000 General Aggregate (Annual Limits)

(C) Workers' Compensation Insurance for all operations: In statutory limits of the Workers' Compensation Law of the Commonwealth of Pennsylvania and having Employers Liability Limits:

$500,000 Each Accident
$500,000 Disease Each Employee for all Work.
$500,000 Disease – Policy Limit

The Limits of Liability in Paragraph (A), (B), and (C) above can be met by combining the Contractor's Individual Policy Limits of Liability with their Umbrella Liability Policy Limits.

(D) Owned or Leased Equipment/Tools: Contractor and all tiers of Subcontractors shall maintain insurance on their owned or leased equipment, tools, trailers, etc.

(E) Additional Insured Provision: The insurance policies identified in paragraph's (A) and (B) above **shall include an endorsement naming the City of Philadelphia, and its officers, employees and agents as additional insureds including Excess or Umbrella Liability Policies if applicable.**

(F) Waiver of Subrogation Endorsement: The insurance policies identified in paragraph's (A), (B), (C) and (D) above shall include an endorsement waiving rights of subrogation in favor of the Additional Insureds described in (E) above.

(G) Primary Insurance: The insurance policy identified in paragraph (B) above shall include an endorsement stating that the coverage afforded the Additional Insureds described in (E) above will be primary and non-contributory to any other coverage available to them.

(H) Certificate of Insurance: Prior to the date on which the Contractor commences its part of the work, each shall furnish to the City copies of Certificates of Insurance at least ten (10) days before work is begun. The ten (10) day requirement for advance documentation of coverage may be waived in situations where such waiver will benefit the City, but <u>under no circumstances shall the Contractor actually begin work without providing the required evidence of insurance</u>. The City reserves the right to require Contractor to furnish certified copies of the original policies of all insurance required under this contract at any time upon ten (10) days prior written notice to the Contractor.

All Certificates of Insurance shall indicate, in the Special Items Section, that all policies will contain (1) Additional Insured Endorsement (except for the Workers Compensation and Property Policies), (2) a Waiver of Subrogation Endorsement and

(3) Primary Insurance Endorsement (except for the Business Automobile, Workers Compensation and Property Policies) as outlined above.

In addition, all policies of insurance that are required by the City shall be endorsed to provide that the insurance company must notify the City at least thirty (30) days prior to the effective date of cancellation or modification that reduces coverage of such policies.

THE CERTIFICATE OF INSURANCE MUST BE PROVIDED AND APPROVED PRIOR TO THE START OF YOUR WORK. (SEE SAMPLE "B" ON NEXT PAGE)

The above insurance requirements are mandatory.

ACORD # CERTIFICATE OF LIABILITY INSURANCE

DATE: (MM/DD/YY)

Producer

YOUR INSURANCE BROKER OR AGENT

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANIES AFFORDING COVERAGE

Company A	*YOUR INSURANCE COMPANY*
Company B	
Company C	
Company D	

Insured

XYZ COMPANY
123 MAIN STREET
ANYTOWN, PA 12345

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POL. EFF. DATE (MM/DD/YY)	POL. EXP. DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY**	*12345678*	*TBD*	*TBD*	GENERAL AGGREGATE	*$2,000,000*
	X COMMERCIAL GEN LIABILITY				PRODUCTS-COMP/OP AGG	*$2,000,000*
	OWNERS & CONTRACTOR'S PROT				EACH OCCURRENCE	*$2,000,000*
					FIRE DAMAGE (Any one Fire)	
					MED EXP (Any one person)	
A	**AUTOMOBILE LIABILITY**	*12345678*	*TBD*	*TBD*	COMBINED SINGLE LIMIT	*$2,000,000*
	X ANY					
	AL NED OS				DI r P	
	SC D AUTOS					
	HIRE				BOD (Per	
	N OWN TO					
					PR E	
	GARAGE ITY				AU ACCIDENT	
	ANY AUTO				OTHER THAN AUTO ONLY:	
					EACH ACCIDENT	
					AGGREGATE	
A					EACH OCCURRENCE	
	UMBRELLA FORM				AGGREGATE	
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** THE PROPRIETOR/PARTNERS/EXECU-TIVE OFFICERS ARE: INCL. EXCL.	*12345678*	*TBD*	*TBD*	STATUTORY LIMITS X	
	THE PROPRIETOR/PARTNERS/ EXECUTIVE OFFICERS ARE: INCL EXCL				EL EACH ACCIDENT	*$500,000*
					EL DISEASE-POLICY LIMIT	*$500,000*
					EL DISEASE-EA EMPLOYEE	*$500,000*

Sample "B"

DESCRIPTION: ALL POLICIES SHALL CONTAIN 1) A WAIVER OF SUBROGATION ENDORSEMENT, 2) AN ADDITIONAL INSURED ENDORSEMENT (EXCEPT FOR WORKERS COMPENSATION), AND 3) AN ENDORSEMENT STATING THAT INSURANCE IS PRIMARY AND NON-CONTRIBUTORY (EXCEPT FOR WORKERS COMPENSATION AND BUSINESS AUTOMOBILE) TO ANY OTHER INSURANCE MAINTAINED BY THE ADDITIONAL INSURED IN FAVOR OF THE CITY OF PHILADELHIA, THEIR COMMISSIONS, OFFICERS, EMPLOYEES AND/OR AGENTS, ASSOCIATED AND/OR AFFILIATED ORGANIZATIONS, SUCCESSORS OR ASSIGNS AS RESPECTS TO THEIR WORK PERFORMED FOR THE CITY OF PHILADELPHIA FOR OPERATIONS COVERED UNDER THE OCIP.

CERTIFICATE HOLDER

CITY OF PHILADELPHIA
Attn: Jacquelyn Broomer
City of Philadelphia
Procurement Department
Municipal Services Building, 1st Floor
Philadelphia, PA 19102-1685

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

PART 4 – OCIP BID PROCEDURES:

All Contractors and Subcontractors shall remove the cost of insurance as provided under the OCIP per these specifications from their bid price FOR WORK COMPLETED UP TO AND INCLUDING 9/30/2007. FOR WORK OCCURRING ON OR AFTER 10/01/2007, CONTRACTORS AND SUBCONTRACTORS SHALL NOT REMOVE COMMERCIAL GENERAL LIABILITY OR WORKERS COMPENSATION & EMPLOYERS LIABILITY COSTS OF INSURANCE FROM THEIR BID. Completion of OCIP Enrollment Forms and Insurance Certificates will not be required until after successful award.

NOTE FOR DEDUCTIBLE OR SELF-INSURERS

Regardless of the risk financing technique Contractor/Subcontractor employs for its workers' compensation and general liability exposures, Owner expects Contractor/Subcontractor to remove the cost of risk related to these exposures from its bid FOR WORK TO BE COMPLETED UP TO AND INCLUDING 9/30/2007. In lieu of state workers' compensation rates, Contractor/Subcontractor should apply its company-specific costs to determine the bid deduction. Cost elements should include estimated losses, loss handling expenses, and administrative expenses.

PART 5 – CONTRACTOR ENROLLMENT:

When a contract for Work at the Project has been awarded, the Contractor will coordinate with the OCIP Account Manager to arrange for OCIP coverage. **Contractors and Subcontractors of each tier will not be admitted to the project until completion, return and approval of the enrollment package.**

Enrollment Package: When notified by Owner of a Contract award, The Graham Company will provide enrollment information included within the OCIP Insurance Manual.

You should complete these forms (to follow), and return them to the The Graham Company NTI - OCIP Account Manager within ten (10) business days. We recommend that you contact your risk manager, insurance agent, or broker to assist you in completing the OCIP enrollment forms. Additionally, your insurance agent/broker should adjust your regular insurance program to dovetail with the OCIP coverage. Direct any questions concerning the enrollment process to The Graham Company OCIP Account Manager, Franz Wagner.

Completed Enrollment Package for submission will include:

1. Enrollment Application – "Contractor, Subcontractor, and Sub-subcontractor Enrollment Form" (Exhibit Form 1). Contractors and Subcontractors previously enrolled for another project(s) under this NTI- OCIP should use the simplified Enrollment Form (Exhibit Form 2)
2. A Certificate of Insurance (for Contractor only) evidencing the contractor-required coverages outlined in Part 2.
3. Assignment (Form 3) acknowledging the insurance costs under the OCIP shall be bound by the Owner as well as any return premiums and refunds.

The OCIP Administrator will provide a Certificate of Insurance (Workers' Compensation insurance policy if applicable to follow) naming the Approved Contractor/Subcontractor as an Insured Contractor/Subcontractor. Workers' Compensation claim reporting kits will be distributed directly to the claim contacts identified in the Subcontractor's enrollment application.

PART 6 - SUBCONTRACTOR ENROLLMENT:

Enrollment Criteria Contractor is responsible for initiating OCIP enrollment for all Subcontractors performing on-site work, regardless of subcontract value. With the exception of furnishing a Certificate of Insurance, each Subcontractor shall follow the requirements outlined and complete the forms identified within the Contractor Enrollment Section - Part 5.

IMPORTANT

CONTRACTOR AND SUBCONTRACTOR ARE CONTRACTUALLY OBLIGATED TO HAVE EACH OF THEIR SUBCONTRACTORS OF EVERY TIER, NOW OR IN THE FUTURE, COMPLETE AND SUBMIT AN OCIP APPLICATION. ADDITIONALLY, CONTRACTOR IS RESPONSIBLE FOR ENSURING SUBCONTRACTOR COMPLIANCE WITH OCIP PROCEDURES. OWNER WILL, AT ITS SOLE DISCRETION, CHOOSE WHICH SUBCONTRACTORS WILL BE COVERED UNDER THE OCIP.

PART 7 – CLAIM ADMINISTRATION:

Claims Administration and Procedures for insurance coverages provided under the OCIP will be outlined in detail in the Insurance Manual provided to the successful bidder.

PART 8 – COMPLETION OF WORK:

Notification Upon completion of work under all of your contracts and subcontracts, complete Form 4 (Notice of Work Completion) and fax to:

The Graham Company
Attn: Franz Wagner
Phone: (215) 701-5257
Fax: (215) 567-3203
fwagner@grahamco.com

Final Audit A designated insurer representative may contact the audit contact identified in your Notice of Work Completion (Form 4) to arrange for a final payroll audit.

Record Retention Retain all payroll records related to the OCIP for **at least seven years.**

ENROLLMENT FORM

City of Philadelphia Neighborhood Transformation Initiative
OWNER CONTROLLED INSURANCE PROGRAM
Request for Insurance
Contractor/Subcontractor/Sub-subcontractor Information Form

COVERAGE IS NOT APPLICABLE UNTIL THIS FORM IS SUBMITTED TO AND APPROVED BY THE GRAHAM COMPANY. PLEASE FAX OR E-MAIL THIS FORM PRIOR TO STARTING WORK TO: THE GRAHAM COMPANY, THE GRAHAM BUILDING, ONE PENN SQUARE WEST, PHILADELPHIA, PA 19102, ATTN: Franz Wagner AT FAX #215-567-3203 or e-mail: fwagner@grahamco.com

1. Company Name:_____

2. Company Address: _____

_____

3. Telephone: Area Code ( ) No:_____

4. Federal Employer ID # _____

5. Dun & Bradstreet #: _____

6. Project: _____

7. Contract No: _____

8.

	Project Site Representative	Insurance/Risk Manager	Claims Contact
Name:	_____	_____	_____
Address:	_____	_____	_____
Telephone:	_____	_____	_____
Fax Number:	_____	_____	_____
E-Mail Address:	_____	_____	_____

9. Brief Description of Work To Be Done:

_____

_____

10. Estimated Start Date of Jobsite Activities: _____

11. Estimated Completion Date of Jobsite Activities:_____

12. Classification	13. Class Code	14. Payroll*	15. Manhours*

**** Include only the estimated Jobsite payrolls (manhours) to be directly performed by your company (and not by your subcontractors) for the period coverage is provided.***

16. PA Workers' Compensation Exp. Modification: _____
Anniversary Rating Date _____
Workers' Compensation Bureau Risk No. _____

17. Location of payroll records: _____

Contact: _____Phone Number:_____

18. Estimated Contract Amount: $_____

19. PRESENT INSURANCE COVERAGE

	Workers' Compensation	Commercial General Liability	Business Automobile	Commercial Umbrella Liability
Insurer:	_____	_____	_____	_____
Policy No.:	_____	_____	_____	_____
Agent/Broker:	_____	_____	_____	_____
Address:	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
Account Executive:	_____	_____	_____	_____
Telephone:	_____	_____	_____	_____

20. Your status on this project:

[ ] Contractor [ ] Subcontractor

21. If your firm anticipates work under your contract will be subcontracted to others, indicate the names and addresses of the firms which will act as your subcontractors (attach additional pages, if necessary):

Subcontractor	Contact Person	Phone Number	Subcontract $

Name:_____
Date:_____
(please type or print)

_____ _____
Signature Title

ENROLLMENT FORM

City of Philadelphia Neighborhood Transformation Initiative
OWNER CONTROLLED INSURANCE PROGRAM
Request for Insurance
Contractor/Subcontractor/Sub-subcontractor Currently Enrolled in the OCIP

COVERAGE IS NOT APPLICABLE UNTIL THIS FORM IS SUBMITTED TO AND APPROVED BY THE GRAHAM COMPANY. PLEASE FAX OR E-MAIL THIS FORM PRIOR TO STARTING WORK TO: THE GRAHAM COMPANY, THE GRAHAM BUILDING, ONE PENN SQUARE WEST, PHILADELPHIA, PA 19102, ATTN: Franz Wagner AT FAX #215-567-3203 or e-mail: fwagner@grahamco.com

1. Company Name:_____

2. Company Address: _____

_____

3. Project: _____

4. Contract No: _____

5.

	Project Site Representative	Insurance/Risk Manager	Claims Contact
Name:	_____	_____	_____
Address:	_____	_____	_____
Telephone:	_____	_____	_____
Fax Number:	_____	_____	_____
E-Mail Address:	_____	_____	_____

6. Brief Description of Work To Be Done:

_____

_____

7. Estimated Start Date of Jobsite Activities: _____

8. Estimated Completion Date of Jobsite Activities:_____

9. Classification 10. Class Code 11. Payroll* 12. Manhours*

_____

_____

_____

**** Include only the estimated Jobsite payrolls (manhours) to be directly performed by your company (and not by your subcontractors) for the period coverage is provided.***

13. Estimated Contract Amount: $_____

14. Your status on this project:

[ ] Contractor [ ] Subcontractor

15. If your firm anticipates work under your contract will be subcontracted to others, indicate the names and addresses of the firms which will act as your subcontractors (attach additional pages, if necessary):

Subcontractor	Contact Person	Phone Number	Subcontract $

Name:_____
Date:_____
(please type or print)

_____ _____
Signature Title

FORM 3

CITY OF PHILADELPHIA NEIGHBORHOOD TRANSFORMATION INITIATIVE
OWNER CONTROLLED INSURANCE PROGRAM
ASSIGNMENT BY CONTRACTOR OR SUBCONTRACTOR

In consideration of the City of Philadelphia's agreement to arrange and provide insurance under an Owner Controlled Insurance Program and for other good and valuable consideration, we hereby assign to the City of Philadelphia all rights of cancellation, return premiums, premium refunds, and any other monies due or to become due in connection with the Owner Controlled Insurance Program.

_____
Name of Contractor or Subcontractor

_____ _____
By Date

_____
Title

FORM 4

CITY OF PHILADELPHIA NEIGHBORHOOD TRANSFORMATION INITIATIVE
OWNER CONTROLLED INSURANCE PROGRAM
NOTICE OF WORK COMPLETION

1. Contractor Name and ID#: _____

2. Project: _____

3. Contract #: _____

4. Work Performed: _____

5. Date work completed: _____

_____
Signature

Fax To: Franz K. Wagner
The Graham Company
215-567-3203

Mail To: Franz K. Wagner
The Graham Company
The Graham Building
One Penn Square West
Philadelphia, PA 19102
E-Mail: fwagner@grahamco.com

END OF SECTION

APPENDIX F

OSHA PARTNERSHIP AGREEMENT

OSHA Strategic Partnership Renewal Agreement

between

Occupational Safety and Health Administration
Philadelphia Area Office (OSHA)

and the

City of Philadelphia
Neighborhood Transformation Initiative (NTI) Contractors
Hill International, Inc.

and

Pennsylvania OSHA Consultation

PARTNERSHIP
An OSHA Cooperative Program

I. PARTNERSHIP OVERVIEW

To facilitate OSHA's goal of reducing occupationally related fatalities by 3%, and reducing serious injuries by 4% each year, Region III of the Occupational Safety and Health Administration, the City of Philadelphia and Hill International, Inc. have agreed to the joint implementation of the Neighborhood Transformation Initiative Safety Partnership during NTI's residential demolition project.

The goal of this program is to develop a contractor/government partnership that will encourage demolition contractors to improve their safety and health performance, assist them in doing so, strive for the elimination of serious accidents in the construction industry, and recognize those contractors with exemplary safety and health programs.

The partnership is to be conducted at numerous NTI sites over two years and will be applied to all contractors at the site.

Expected outcomes of the program include: focusing OSHA enforcement activity on area contractors who have little or no regard for the safety and health of their employees; developing criteria for a model contractor safety and health program; and making safety and health materials available to all contractors.

The program will provide incentives to participating contractors who voluntarily improve their safety and health performance. Incentives will include special recognition from OSHA, e.g., limited scope inspections and reductions in penalties; opportunities for reduced insurance premiums; and recognition from organizations forming the partnership.

This program is consistent with OSHA's long-range efforts to develop a contractor/ government partnership approach to safety and health management. It allows for better use of OSHA resources, innovation in safety and health management, and it encourages more participation in the safety process from the construction and trade association communities.

Following a successful OSHA verification inspection, the NTI contractors and subcontractors inspected will not be subject to a programmed inspection for 3 or 12 months depending on the results of the verification inspection as explained in Section VII. For all other OSHA inspections and activities, the contractors remain subject to OSHA inspections, investigations and penalties in accordance with agency procedures. Participating contractors expect that OSHA will provide timely response to requests for information and requests for clarification of OSHA standards. Therefore, the Occupational Safety and Health Administration, the City of Philadelphia for the Neighborhood Transformation Initiative and Hill International, Inc. are entering into this partnership to foster a safer and healthier workplace for employees by having joint cooperation as prescribed within the terms and conditions set forth in this agreement.

II. BACKGROUND

A key component of NTI is the removal of dangerous buildings in the city. The demolition program will proceed based on three guiding principles: (1) conduct the demolition in a safe,

orderly manner; (2) minimize community disruption; and (3) structure bid documents to decrease costs and meet goals for community participation.

The City of Philadelphia as the local government is the project owner and directly lets contracts with Neighborhood Transformation Initiative's Prime Contractors. Areas for demolition are divided into different geographically separated groups and let as packages. Prime Contractors may vary from package to package. Each of the Prime Contractors may utilize subcontractors for some work on the project.

Hill International, Inc. is the City's Program Manager for the Neighborhood Transformation Initiative Program. In this capacity, Hill is responsible for working with the Administration and City Council to plan targeted demolition areas, preparing detailed bid packages for bidding out demolition work through the City's standard procurement process, and, working closely with inspectors and other staff of the City's Department of Licenses and Inspections to oversee the demolition work in the field. Among Hill's management duties during the demolition phase are the processing of periodic and final payment requests from contractors, negotiating and recommending approval of change orders, responding to requests for information from contractors, verifying the quality and timeliness of the work, and maintaining detailed project records regarding progress, issues, problems, MBEC compliance, certified payrolls, and other records or data requested by the City.

Over the life of the project the Prime Contractors will employ approximately 500 individual construction tradespersons at peak construction. The complete work will include: residential demolition, site clearing, waterproofing, stuccoing, and landscaping.

III. IDENTIFICATION OF PARTNERS

A. City of Philadelphia
B. Hill International, Inc.
C. Neighborhood Transformation Initiative's Prime Contractors
D. USDOL-OSHA Philadelphia Area Office
E. PA OSHA Consultation Program

IV. GOALS, STRATEGIES, MEASURES

The partnership's goal is to reduce injuries and illnesses and fatalities through a cooperative relationship between the City of Philadelphia, the Neighborhood Transformation Initiative's Prime Contractors and OSHA. This goal will be accomplished by implementing and following the plan outlined below and evaluating these actions as indicated:

Goal Prime Contractors will develop, implement, and maintain effective comprehensive safety and health programs in accordance with OSHA's 1989 Safety and Health Program Management Guidelines and the *Safety Procedures for NTI Worksites* found in Appendix A.

- A third party will monitor safety and health programs and worksites.
- OSHA will conduct ongoing outreach training to help contractors understand industry hazards and abatement methods.

- Programs will be evaluated during OSHA verification inspection.

Goal Achieve participant recordable illness and injury rates below the national average for the construction industry. A partnership goal is to keep the DART rate (cases with days away from work, job-transfer, or restriction) below the national average for the most recent year published for NAICS 238910 (SIC 1795), which was 2.8 for the year 2004.

- Identify and correct primary causal factors in worker injuries and illnesses, in particular the top four causes of construction injuries: falls, struck-by and caught-in incidents, and electrocution (OSHA's focus four construction hazards). The top four causes of injuries and illnesses will be determined by all partners during initial verification inspections, and may be adjusted based on experience at this site.

- Employees will establish a system to identify and correct accidents and near misses. Employees will notify employers about hazardous conditions that warrant abatement.

- OSHA will meet quarterly with the City of Philadelphia, Hill International and the NTI Project Construction Consultant to examine updated DART rates and the injury and illness experience of NTI participants in the four targeted areas. Corrections and adjustments will be made as needed in order to facilitate excellence at partnership sites.

- DART rates and injury and illness incidence will be evaluated through the OSHA 300 logs and any other relevant accident reports. Separate OSHA 300 logs will be maintained by calendar year for each contractor.

V. STATEMENT OF AGREEMENT

OSHA and all Contractors agree to work in partnership to improve the employee safety and health on the NTI Project. Accordingly, the partners make the following commitments:

A. OSHA agrees to:

1. Help identify programmatic needs at NTI sites by reviewing the *Safety Procedures for NTI Worksites* and provide practical guidance for implementation. This will be coordinated with the project's Safety and Health Monitor by an OSHA Compliance Safety and Health Officer and/or a Compliance Assistant Specialist.

2. Help identify, through the review of the OSHA 300, accident or near miss reports, and through site surveys from the site Safety and Health Monitor, the

primary causal factors in injuries and illnesses for the top hazards at NTI demolition sites, and recommend the appropriate corrective actions.

3. Provide information on training resources including available OSHA Training Institute Courses.

4. Assist partners in accessing interpretations and clarifications as to the meaning and application of OSHA standards and policy.

5. Participate in training sessions and meetings as resources permit. OSHA will give one training session to all NTI prime Contractors within 30 days of the signing of this agreement. The training session will focus on the four causes of fatalities (falls, electrocution, struck by, caught between) and how to protect employees on NTI demolition sites.

6. For small employers, less than 250 employees, ensure priority service from the OSHA funded free consultation program, which will emphasize development of a construction safety and health program, as part of the consultation "phase two" program. This free service, which is independent of OSHA's enforcement program, is administered by Indiana University of Pennsylvania (1-800-382-1241).

7. Designate experienced safety and health specialists to serve as resources and liaisons for partnership participants.

8. Conduct inspections in accordance with Section VII of this partnership.

9. Meet with the City of Philadelphia and Hill International, Inc., quarterly, to review partnership issues and to examine updated DART rates of NTI participants.

B. City of Philadelphia agrees that it will:

1. Maintain a full-time competent Safety and Health Monitor through the City's Representative, AV International, to assist contractors and their subcontractors with all safety and health issues.

2. Maintain a calendar year based site injury and illness log of all injuries and illnesses reported by contractors and subcontractors. Provide the updated log quarterly to the OSHA Philadelphia Area Office so that the partnership goals may be tracked.

3. Meet with OSHA, quarterly, to review partnership issues and to examine updated DART rates of NTI participants

C. Hill International agrees that it will:

1. Monitor the project to verify the contractor's compliance with the safety and health provisions in the contract.

2. Promptly respond to observed contractor safety deficiencies and maintain safety records as part of the project records.

D. The City of Philadelphia and Hill International agree that they will:

1. Administer the overall partnership program to ensure that it is being operated under the terms of this partnership agreement. Site surveys will also be conducted by the City's representative safety consulting firm, AV International, on a monthly basis, with action taken whenever employee hazards are identified. A copy of the report will be provided to the Philadelphia Area OSHA office. City of Philadelphia and Hill International will verify that each contractor:

    a. Completes an analysis of all new and acquired work, materials, chemicals, and equipment before construction activity begins to determine potential hazards and to plan for their prevention or control.

    b. Performs an inspection of hazards at such a frequency, depending on the phase of construction, to insure effective evaluation of unsafe conditions.

    c. Has in place a system for employees to notify management, without fear of retaliation, about conditions that appear hazardous.

    d. Establishes a system for investigating accidents and near-misses, including procedures or guidance, reports of findings, and the tracking of hazard correction to completion.

2. Offers on-going information on safety or health topics of importance to demolition contractors.

3. Makes OSHA standards' interpretations available to contractors so that they can better understand and properly comply with OSHA regulations.

4. Provides the Philadelphia Area Office with a monthly list of active NTI demolition sites.

E. Prime contractors will agree to:

1. Provide notice to their subcontractors that the NTI Project is subject to this strategic partnership with OSHA and provide them with a partnership fact sheet during orientation. (Appendix B).

2. Implement the safety program for NTI contractors in accordance with the project specifications and the *Safety Procedures for NTI Worksites*.

3. Assume responsibility for overall site safety coordination and maintain a dedicated competent site Safety and Health Representative available to assist contractors and their subcontractors with all safety and health issues.

4. Assure that all subcontractors working on the program establish a competent site safety and health representative, as required by 29 CFR 1926.20 (b)(3), for their work on the project.

5. Assure that all contractors and subcontractors perform daily site inspections to identify and correct site safety hazards.

6. Submit a weekly report to Hill International for any hazards discovered and abated by contractors during daily site inspections.

7. Take steps necessary to stop work and make necessary changes to eliminate hazards posing risks to workers.

8. Provide safety and health training for workers and provide retraining as necessary.

9. Have in place a system for employees to notify management, without fear of retaliation, about conditions that appear hazardous.

10. Establish a system for investigating accidents and near-misses, including procedures or guidance, reports of findings, and the tracking of hazard correction to completion.

11. Develop and maintain an emergency action plan, hazard communication plan and a fall protection plan for their sites.

12. Participate in training sessions and meetings. For small employers, take advantage of the priority service from the OSHA funded free consultation program, which will emphasize development of a construction safety and health program.

13. Maintain a site injury and illness log of all injuries and illnesses reported by employees. Provide that log quarterly to the Project Safety Monitor so that the partnership goals can be tracked.

VI. EMPLOYEE RIGHTS

An integral part of an effective safety and health program is that employee rights which are guaranteed under the OSH Act will not be infringed. This partnership does not preclude employees and/or employers from exercising any right provided under the OSH Act, nor does it abrogate any responsibility to comply with rules and regulations adopted pursuant to the Act.

It is anticipated that routine worker involvement in the day to day implementation of worksite safety and health programs will be assured, including worker participation in contractor self-audits, site inspections, job hazard analyses, safety and health program reviews, and accident investigations.

VII INSPECTIONS

A. On-site Verification Inspections

In order to assist in measuring the success of this partnership, an onsite enforcement verification inspection consisting of a review of the written program elements outlined herein and in OSHA's CSP 03-02-002 and an inspection of site construction hazards by a Compliance Safety and Health Officer will be conducted of contractors and subcontractors at various demolition sites. Monthly, the City of Philadelphia will provide the Philadelphia OSHA Area Office with a list of the active NTI demolition sites. A minimum of ten inspections will be conducted during a Federal fiscal year (from October 1st until September 30th) after the signing this agreement.

The inspection will be intended to evaluate employee exposure to OSHA's four focus hazards: falls, struck-by, caught-in, and electrocution and the safety and health management system of employees. No verification inspections will begin until 45 days after the completion of training for this agreement.

B. OSHA Inspections

1. Non Formal Complaint/Referral Investigations

   a. This partnership provides for the immediate response to each allegation of a safety or health hazard brought to its attention by any person. Upon a finding that an allegation is valid, the employer shall promptly abate the hazard. OSHA agrees that a copy of each non-formal complaint/referral related to the work at the site and filed with OSHA will be forwarded by fax, or mailed, to the City of Philadelphia's and Hill International's offices. In accordance with applicable law, the identity of a complainant requesting confidentiality will not be revealed. The City of Philadelphia agrees to investigate these complaints, regardless of the employer involved and provide OSHA with a response according to the following timetable:

      1. non-formal complaints/referrals alleging a serious hazard: 4 hours

      2. non-formal complaints/referrals alleging an other-than-serious hazard: 24 hours

      Failure to meet the above time frames, or providing a response determined by OSHA to be inadequate, will place the complaint/referral outside the scope of this partnership and OSHA will respond as it would to any complaint of a similar nature.

   b. If a complaint/referral is received at the Area Office and is rated as imminent danger, the Area Office will begin an inspection immediately.

2. Accident Inspections (Fatality/Catastrophe)

contractors engaged in this partnership recognize that OSHA will fully investigate accidents. These investigations will be conducted outside of this partnership agreement in accordance with normal enforcement practices. Violations may result in the issuance of citations and penalties to the contractor.

3. Verification Inspections/Incentive

a. An NTI Prime or subcontractor will be removed from OSHA's partnership verification list for 12 months if:

1. No OSHA violations are found on the verification inspection (or)
2. All violations found are classified as "Other than Serious" at the time of the issuance.

b. An NTI Prime or subcontractor will be removed from OSHA's partnership verification list for 3 months if two or fewer serious violations in the area of falls, electrocution, struck by or caught between are found on the verification inspection.

4. All OSHA Investigations

a. For all other OSHA inspections and activities, including formal complaints the partner and contractors and subcontractors remain subject to OSHA inspections and investigations in accordance with Agency procedures.

b. OSHA will not issue penalties for other-than-serious violations, provided the violations are immediately abated. OSHA reserves the right to issue penalties for regulatory violations for which mandatory penalties are established pursuant to the policy set forth in the Field Inspection Reference Manual (FIRM).

c. If cited by OSHA, participant contractors will be eligible for the maximum good faith, size and history penalty reductions available under OSHA policy.

VIII. EVALUATION

The partners will prepare a joint evaluation of the partnership, annually, using the format in Appendix C.

IX. LEVERAGE

This partnership seeks to leverage the resources of both the City of Philadelphia and OSHA by encouraging contractors to develop safety and health programs, implement them in an effective manner, complete self inspections, and evaluate worksite conditions and near misses to prevent accidents. By combining resources, the City of Philadelphia and OSHA expect to have a greater and more positive impact on safe working conditions on this site, than could be achieved otherwise.

X. TERMINATION

This agreement will terminate on August 15, 2008, which is two years from the date of the signing. If either OSHA or the City of Philadelphia wishes to withdraw their participation prior to the established termination date, the agreement will terminate upon receiving a written notice of the intent to withdraw from either signatory.

OSHA will terminate the partnership with any participating contractor if that contractor is issued a citation related to a workplace hazard, which resulted in a fatality.

XI. OSHA PRIMARY CONTACTS:

Albert D'Imperio, Acting Area Director, Philadelphia Area Office
Domenick Salvatore, Compliance Assistance Specialist, Philadelphia Area Office

NTI Partnership Renewal Signatories

Date:_____

_____
Type Name
OSHA Area Director
Philadelphia Area Office

_____
Type Name
Acting Finance Director
City of Philadelphia

_____
John Engler, Project Manager
Pennsylvania OSHA Consultation

_____
Type Name
Director
City of Philadelphia Neighborhood
Transformation Initiative

_____
Type Name
Acting Risk Manager
City of Philadelphia

_____
Type Name
Senior Vice President
Hill International, Inc.

SAFETY PROCEDURES FOR NTI WORKSITES

APPENDIX A

INDEX

Scope of Document
Compliance With OSHA Standards
Safety Program
Enforcement
Training
Retraining
Engineering Survey
Inspections
Demolition Procedures
Fall Protection
- Alternative Methods of Fall Protection
- Fall Protection Plan

Anchorages
Holes
Electrical
- Mechanical Equipment
- Scaffolds
- Employee Exposure to Electric Shock

Chain Saw Usage
- Chainsaw Usage Guidelines

Tree Removal
- Felling Trees
- Overhead Electric Lines
- Fall Protection

Housekeeping

==========

SCOPE OF DOCUMENT*—The guidelines in this document, as they relate to fall protection and holes, are applicable:*

- *to only that work performed under the scope of the NTI partnership, and*
- *for the period that the NTI partnership exists.*

The guidance relating to fall protection and holes is based on conditions unique to the demolition operations being performed.

==========

COMPLIANCE WITH OSHA STANDARDS*—Nothing in this document shall be construed to mean that any of the participants do not have to comply with applicable OSHA standards. This document is not intended to address all safety and health requirements that may be applicable during the work performed under the NTI partnership. Employers covered by the partnership are required to comply with all applicable OSHA Standards, whether or not they are addressed in this document*

==========

SAFETY PROGRAM—Each employer shall have a safety program, and each safety program must be evaluated. If a safety program is found to be deficient, the employer that submitted the safety program shall not be permitted to begin work until the deficiencies are corrected.

==========

ENFORCEMENT—Effective procedures will be implemented to insure that any unsafe conditions observed on a jobsite are corrected before the end of workday or before the start of the next workday if the unsafe condition is observed during the last two hours of the workday. Imminently dangerous conditions shall be corrected immediately.

TRAINING---Employers shall:

- instruct each employee in the recognition and avoidance of unsafe conditions and the regulations applicable to his work environment to control or eliminate any hazards or other exposure to illness or injury, (This means that each employee shall receive training specific to demolition operations.), and
- evaluate employees who have been trained to ensure that they have acquired the required skills and knowledge.

==========

RETRAINING---When the employer has reason to believe that any affected employee who has already been trained does not have the required understanding and skill, the employer shall retrain each such employee. Circumstances where retraining is required include, but are not limited to, situations where:

- changes in the workplace render previous training obsolete; or
- inadequacies in an affected employee's knowledge indicate that the employee has not retained the requisite understanding or skill.

==========

INSPECTIONS--During demolition and restoration operations, continuing inspections shall be made by the competent person as the work progresses to insure that applicable OSHA standards are being followed, and to detect hazards resulting from weakened or deteriorated floors or walls, or loosened material. No worker shall be permitted to work where such hazards exist until they are corrected. This includes basement of structures that have been or are being demolished.

COMPETENT PERSON—The required inspections of the job sites, materials, and equipment shall be made by a competent person designated by the employers. A competent person is one who is capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous, or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them. (Attending a 10 or 30 hour safety course does not automatically make an individual a competent person.)

==========

ENGINEERING SURVEY---Prior to starting all demolition operations, an engineering survey of the structure must be conducted by a competent person. (The demolition contractor must maintain a written copy of this survey at the jobsite.) The purpose of this survey is to determine the condition of the framing, floors, and walls so that measures can be taken, if necessary, to prevent the premature collapse of any portion of the structure. When indicated as advisable, any adjacent structure(s) or improvements should also be similarly checked.

If the structure to be demolished has been damaged by fire, flood, explosion, rot, water leakage, or some other cause, appropriate measures, including bracing and shoring of walls and floors, shall be taken to protect workers and any adjacent structures before demolition operations begin. It shall also be determined if any type of hazardous chemicals, gases, explosives, flammable material, or similar dangerous substances have been used or stored on the site. If the nature of a substance cannot be easily determined, samples should be taken and analyzed by a qualified person prior to demolition.

During the planning stage of the job, all safety equipment needs should be determined. The required number and type of respirators, lifelines, warning signs, safety nets, special face and eye protection, hearing protection, and other worker protection devices should be determined

during the preparation of the engineering survey. At a minimum, employees should wear safety shoes, with sole inserts which prevent nail penetration, safety glasses with side shields, hard hat, and gloves. When respirators are used, particularly for brick cutting operations, applicable regulations shall be followed.

The engineering survey provides the demolition contractor with the opportunity to evaluate the job in its entirety. The contractor should plan for the wrecking of the structure, the equipment to do the work, manpower requirements, and the protection of the public. The safety of all workers on the job site should be a prime consideration. During the preparation of the engineering survey, the contractor should plan for potential hazards such as fires, cave-ins, and injuries.

==========

DEMOLITION PROCEDURES---During hand demolition operations, demolition shall start at the top of the structure being demolished. The roof and its supporting members shall be fully removed before the floor below is demolished. Each floor and its supporting members shall be fully removed before removal of a lower floor is begun.

==========

FALL PROTECTION---During demolition of structures under the NTI Partnership, employees shall be protected whenever possible by one of the three conventional fall protection systems (guardrails, personal fall arrest systems, or nets). It is likely that conventional fall protection will be feasible during some parts of a demolition of a structure. For example:

- when windows have been removed, a guardrail, in the form of a 2x4, could be placed in the window opening, and
- handrails and stair-rails could be left in place to protect employees from falls.

Where conventional fall protection is not feasible, or its usage creates a greater hazard, ladders, scaffolds, and aerial lifts shall be used to the extent that they do not create a greater hazard and/or it is not infeasible. Subcontractor of insurance company will be consulted as to the infeasibility of fall protection. *Ladders and scaffolds shall be used in accordance with all applicable standards, and conventional fall protection shall be used for work performed from scaffolds and aerial lifts.*

However, in those situations where an employer can demonstrate, on a site specific basis, that it is infeasible or creates a greater hazard to use conventional fall protection during the demolition process, and use of ladders, scaffolds and aerial lifts are not feasible, alternate methods shall be developed for protecting employees from falls.

- DEMONSTRATE: Means to provide an explanation of why none of the three standard fall protection systems can be used, and why your alternate method does provide adequate fall protection. You must show all of the work-site-specific circumstances that prevent you from installing, using or relying on any one of the three conventional fall protection systems. You must also show that the hazards caused by complying are greater then those encountered by not complying or that it is not feasible.
- INFEASIBLE: - In general infeasible means that there is no way to attach the fall protection system to the building or work surface or it isn't possible to obtain the load or anchor requirements because of work surface, slope or means of attachment. NETS have additional problems such as there is no way to attach to the structure, no way to install support posts to take imposed loads or they cannot be installed because of beams and other obstructions in the fall path.

==========

ALTERNATIVE FALL PROTECTION PLAN---Employers engaged in demolition work under the NTI partnership who can demonstrate that it is infeasible or creates a greater hazard to use conventional fall protection systems must develop (in writing) and follow a fall protection plan. *There must be an individual fall protection plan for each structure being demolished*. Below is a sample fall protection plan that could be tailored to be site specific for a specific

jobsite. The sample plan outlines the elements that must be addressed in any fall protection plan. The reasons outlined in this sample fall protection plan are for illustrative purposes only and are not necessarily a valid, acceptable rationale (unless the conditions at the job site are the same as those covered by these sample plans) for not using conventional fall protection systems for a particular demolition worksite. However, the sample plans provide guidance to employers on the type of information that is required to be discussed in fall protection plans.

NTI Sample Fall Protection Plan

Sample Fall Protection Plan for Residential Demolition (Insert Company Name)

This Fall Protection Plan Is Specific For the Following Project:

Location of Job
Date Plan Prepared or Modified
Plan Prepared By
Plan Approved By
Plan Supervised By

The following Fall Protection Plan is a sample program prepared for the prevention of injuries associated with falls. A Fall Protection Plan must be developed and evaluated on a site by site basis. It is recommended that builders discuss the written Fall Protection Plan with their OSHA Area Office prior to going on a jobsite.

I. Statement of Company Policy

(Your company name here) is dedicated to the protection of its employees from on-the-job injuries. All employees of (Your company name here) have the responsibility to work safely on the job. The purpose of the plan is to supplement our existing safety and health program and to ensure that every employee who works for (Your company name here) recognizes workplace fall hazards and takes the appropriate measures to address those hazards.

This Fall Protection Plan addresses the use of conventional fall protection at a number of areas on the project, as well as identifies specific activities that require non-conventional means of fall protection. **In these cases, conventional fall protection systems may not be the safest choice for builders. This plan is designed to enable employers and employees to recognize the fall hazards associated with this job and to establish the safest procedures that are to be followed in order to prevent falls to lower levels or through holes and openings in walking/working surfaces.

Each employee will be trained in these procedures and will strictly adhere to them except when doing so would expose the employee to a greater hazard. If, in the employee's opinion, this is the case, the employee is to notify the competent person of their concern and have the concern addressed before proceeding.

It is the responsibility of (name of competent person) to implement this Fall Protection Plan. Continual observational safety checks of work operations and the enforcement of the safety policy and procedures shall be regularly enforced. The crew supervisor or foreman (insert name) is responsible for correcting any unsafe practices or conditions immediately.

It is the responsibility of the employer to ensure that all employees understand and adhere to the procedures of this plan and to follow the instructions of the crew supervisor. It is also the responsibility of the employee to bring to management's attention any unsafe or hazardous conditions or practices that may cause injury to either themselves or any other employees. Any changes to the Fall Protection Plan must be approved by (name of qualified person).

II. Fall Protection Systems to Be Used on This Job

Controlled Access Zones (CAZ)

When using the Plan to implement the fall protection options available, workers must be protected through limited access to high hazard locations. Before any non-conventional fall protection systems are used as part of the work plan, a controlled access zone (CAZ) shall be clearly defined by the competent person as an area where a recognized hazard exists. The

demarcation of the CAZ shall be communicated by the competent person in a recognized manner, either through signs and painted lines, wires, tapes, ropes or chains. The minimum depth of a CAZ shall be at least 6 feet.

(Your company name here) shall take the following steps to ensure that the CAZ is clearly marked or controlled by the competent person in that:

- All access to the CAZ must be restricted to authorized entrants,
- All workers who are permitted in the CAZ shall be listed in the appropriate sections of the Plan (or be visibly identifiable by the competent person) prior to implementation,
- The competent person shall ensure that all protective elements of the CAZ be implemented prior to the beginning of work, and
- A safety monitor, who remains outside the CAZ, shall instruct employees when they are not working in a safe manner.

Removal of roof trusses/rafters, exterior wall erection, roof sheathing, floor sheathing and joist/truss activities will be conducted by employees who are specifically trained to do this type of work and are trained to recognize the fall hazards. The nature of such work normally exposes the employee to the fall hazard for a short period of time. This Plan details how (Your company name here) will minimize these hazards.

Removal Procedures for Roof Truss and Rafters

During the removal of roof trusses/rafters, conventional fall protection may present a greater hazard to workers. On this job, safety nets, guardrails and personal fall arrest systems will not provide adequate fall protection because the nets will cause the walls to collapse, while there are no suitable attachment or anchorage points for guardrails or personal fall arrest systems.

All workers will ensure that they have secure footing before they attempt to walk on the sheathing, including cleaning shoes/boots of mud or other slip hazards.

(Your company name here) shall take the following steps to protect workers who are exposed to fall hazards while removing roof sheathing:

- Once roof sheathing removal begins, workers not involved in that activity shall not stand or walk below or adjacent to the roof opening or exterior walls in any area where they could be struck by falling objects,
- The competent person shall determine the limits of this area, which shall be clearly communicated to workers prior to removal of the first piece of roof sheathing, and
- The competent person may order work on the roof to be suspended for brief periods as necessary to allow other workers to pass through such areas when this would not create a greater hazard.

When wet weather (rain, snow, or sleet) are present, roof sheathing removal operations shall be suspended unless safe footing can be assured for those workers removing sheathing.

When strong winds (above 40 miles per hour) are present, roof sheathing removal operations are to be suspended unless wind breakers are erected.

Removal of Floor Joists and Sheathing

During the removal of floor sheathing/joists, the following steps shall be taken to protect workers:

- Only designated trained workers will be allowed to remove floor joists or sheathing,
- No employee shall be allowed to walk on floor joists, and
- Any workers not assisting in the removal operations shall not be permitted within six feet of the removal operations.

Removal of Exterior Walls

During the demolition of exterior walls, employers shall take the following steps to protect workers:

- Scaffolds or aerial lifts shall be used to the extent feasible to remove exterior walls. and
- Only designated trained workers will be allowed to remove exterior walls.

III. Enforcement

Constant awareness of and respect for fall hazards, and compliance with all safety rules are considered conditions of employment. The crew supervisor or foreman, as well as individuals in the Safety and Personnel Department, reserve the right to issue disciplinary warnings to employees, up to and including termination, for failure to follow the guidelines of this program.

IV. Accident Investigations

All accidents that result in injury to workers, regardless of their nature, shall be investigated and reported. It is an integral part of any safety program that documentation takes place as soon as possible so that the cause and means of prevention can be identified to prevent a reoccurrence.

In the event that an employee falls or there is some other related, serious incident occurring, this plan shall be reviewed to determine if additional practices, procedures, or training need to be implemented to prevent similar types of falls or incidents from occurring.

V. Changes to Plan

Any changes to the plan will be approved by (name of the qualified person). This plan shall be reviewed by a qualified person as the job progresses to determine if additional practices, procedures or training needs to be implemented by the competent person to improve or provide additional fall protection. Workers shall be notified and trained, if necessary, in the new procedures. A copy of this plan and all approved changes shall be maintained at the jobsite.

ANCHORAGES---An anchorage is where the lanyard or lifeline is attached to a structural support. This anchorage must be capable of supporting 5000-pounds or twice the maximum arresting force generated when the employee falls. Workers must always tie off at or above the D-ring point of the belt or harness. This ensures that the free fall is minimized, and that the lanyard doesn't interfere with personal movement. Workers must also tie off in a manner that ensures no lower level will be struck during a fall. To do this, add the height of the worker, the lanyard length, and an elongation factor of 3.5 feet. Using this formula, a six-foot tall worker requires a tie-off point at least 15.5 feet above the next lower level.

==========

HOLES--All holes in horizontal surfaces shall be protected by guardrails or covers.

- When guardrail systems are used around holes used for the passage of materials, the hole shall have not more than two sides provided with removable guardrail sections to allow the passage of materials. When the hole is not in use, it shall be closed over with a cover, or a guardrail system shall be provided along all unprotected sides or edges.
- Covers for holes in floors, roofs, and other walking/working surfaces shall meet the following requirements:

  Covers located in roadways and vehicular aisles shall be capable of supporting, without failure, at least twice the maximum axle load of the largest vehicle expected to cross over the cover.

  All other covers shall be capable of supporting, without failure, at least twice the weight of employees, equipment, and materials that may be imposed on the cover at any one time.

- All covers shall be secured when installed so as to prevent accidental displacement by the wind, equipment, or employees. and
- All covers shall be color coded or they shall be marked with the word "HOLE" or "COVER" to provide warning of the hazard.

When debris is dropped through holes in the floor without the use of chutes, the area onto which the material is dropped shall be completely enclosed with barricades not less than 42 inches high and not less than 6 feet back from the projected edge of the opening above. Signs warning of the hazard of falling materials shall be posted at each level. The number and size of holes shall be as limited as possible. Removal shall not be permitted in this lower area until debris handling ceases above. All floor openings, not used as material drops, shall be covered over with material substantial enough to support the weight of any load which may be imposed. Such material shall be properly secured to prevent its accidental movement.

==========

ELECTRICAL

Mechanical Equipment (Including Aerial Lifts)--Except where electrical distribution and transmission lines have been deenergized and visibly grounded at point of work or where insulating barriers, not a part of or an attachment to the equipment or machinery, have been erected to prevent physical contact with the lines, the following rules shall apply:

- For lines rated 50 kV. or below, minimum clearance between the lines and any part equipment, machinery, or load shall be 10 feet.

Scaffolds--Scaffolds shall not be erected, used, dismantled, altered, or moved such that they or any conductive material handled on them may come no closer than 3 feet to insulated energized power lines of less than 300 volts.

Scaffolds shall not be erected, used, dismantled, altered, or moved such that they or any conductive material handled on them may come no closer than 10 feet to exposed energized power lines of more than 50, 000 volts.

As a general rule, overhead power lines are covered but not insulated. The covering on the power lines is not considered to be insulation. Therefore, unless the utility that owns or leases the lines indicates otherwise, all overhead lines shall be considered to be uninsulated.

Employee Exposure to Electrical Shock--No employee may work in such proximity to any part of an electric power circuit that the employee could contact the electric power circuit in the course of work, unless the employee is protected against electric shock by deenergizing the circuit and grounding it or by guarding it effectively by insulation or other means.

CHAINSAW USAGE--In the hands of a careless, inexperienced or tired operator, a chainsaw can be very hazardous. In 1991 the U.S. Consumer Product Safety Commission estimated that more than 44,000 people required hospital treatment for chain saw-related injuries. Most accidents were caused when the operator came in contact with a moving chain. Injuries from a chain saw are usually serious because of the jagged cut the chain leaves.

CHAINSAW USAGE GUIDELINES—

- Operate, adjust and maintain saws according to the manufacturers' directions and the CSA Standard Z62.1-95 "Chain Saws" (most recent version 01-Oct-1995) or ANSI standard B175.1-2000 (Gasoline Powered Chain Saws, Safety Requirements for). Both standards describe safety requirements for the design of chain saws and include recommendations on how to use chain saws safely.
- Be aware of THE potential for a chainsaw to kickback, which can throw the saw's cutting edge back into the face or body of the operator. Striking the tip of the chain saw against any object can cause kickback.
- Start cuts with the base of the chain, and pivot the blade at the base to work the blade through the wood. Never pivot on the tip of the saw.
- Proper clothing and personal protective equipment is as important in reducing the risk of injury. Clothing should be well-fitted and free of dangling or ragged edges that could become entangled in either the saw or brush.

- protective chaps, leggings or pants that cover the area from the groin to about 2 inches above the ankles. These chaps/legging/pants are made from synthetic fabrics that are designed to prevent the running saw chain from coming in contact the body.
- A properly fitted hard hat,
- A face shield,
- Ear Plugs/Muffs
- Special woodcutter's gloves have slip-resistant palms and use the same fabric on the backs of the gloves that is used in the chaps, leggings and pants described above.
- Shoes made of material resistant to the cutting action of the chainsaw will protect the ankles in case of accidental contact with the moving saw chain.
- Avoid making cuts with the saw between the legs, always cut with the saw to the outside of the legs.

==========

TREE REMOVAL—
Felling of trees in preparation for the construction activities, such as the building of roads, is considered to be a logging operation if conventional felling techniques are used. To the extent that any employee is performing a logging operation in preparation for construction activities, the employee is performing general industry work, and the requirements of this standard as well as other applicable sections of part 1910, apply in order to safely fell those trees. For example, if trees are felled to prepare for road construction, the requirements in this final rule and other sections of part 1910 apply. This reasoning also applies to felling of trees in preparation for agricultural activities (e.g., felling trees to prepare land for crops). Felling of those trees is general industry work and the requirements of 1910.266 as well as other applicable sections of part 1910 apply.
Overhead Electric Lines--Tree Felling operations near overhead electric lines shall be done in accordance with the requirements of 29 CFR 1910.333(c)(3).
Fall Protection While Felling Trees—If employees climb trees doing tree removal operations, appropriate climbing and fall protection equipment shall be provided and used.

Housekeeping--During the demolition process scrap lumber with protruding nails, bricks, pipes, and all other debris, shall be kept cleared from passageways, and stairs, in and around buildings or other structures. Where material is dumped from mechanical equipment or wheelbarrows, a securely attached toeboard or bumper, not less than 4 inches thick and 6 inches high, shall be provided at each chute opening.

APPENDIX B

NEIGHBORHOOD TRANSFORMATION PROJECT PARTNERSHIP

FACT SHEET

A strategic partnership agreement has been developed jointly by the United States Department of Labor, Occupational Safety and Health Administration Philadelphia Area Office ("OSHA"), NTI contractors, the City of Philadelphia and Hill International. The common objective and goal of the program is to develop a contractor / government partnership that encourages all demolition contractors to improve their safety and health performance, assist them in doing that, strive for the elimination of serious accidents in the construction industry, and to recognize those contractors with exemplary safety and health programs. The specific impetus behind the agreement is to provide a safe and healthful work environment for workers engaged in construction activities for the project.

Expected outcomes of this partnership include: developing criteria for a model multi-employer worksite safety and health program which specifically identifies the responsibilities of each subcontractor; making safety and health materials available to all subcontractors onsite; planning for safety and health in all aspects of the project; providing visible safety and health leadership; achieving participant recordable illness and injury rates below the national average for the demolition industry; and focusing OSHA enforcement activity on those contractors who have little or no regard for the safety and health of their workers.

The agreement provides incentives to participating contractors who voluntarily improve their safety and health performance. Incentives will include special recognition from OSHA and focused inspection efforts by OSHA.

This agreement is consistent with OSHA's long-range effort to develop a contractor / government partnership approach to safety management. It allows for better use of OSHA resources, it allows for innovation in safety management and it encourages more participation in the safety process by each stakeholder.

As part of this partnership, NTI Prime Contractors have assured OSHA that all contractors shall adopt the following actions as part of their safety programs:

1. Provide a competent site safety and health representative for their work on the project.

2. Prepare and implement a site safety plan compliant with section 01324 of the project bid specification and the Project Safety manual.

3. Perform daily site inspections to identify and correct site safety hazards.

4. Take steps necessary to stop work and make necessary changes to eliminate hazards posing risks to workers.

5. Provide safety and health training for workers and provide retraining as necessary.

6. Have in place a system for employees to notify management, without fear of retaliation, about conditions that appear hazardous.

7. Establish a system for investigating accidents and near-misses, including procedures or guidance, reports of findings, and the tracking of hazard correction to completion.

8. Develop and maintain an emergency action plan, hazard communication plan and a fall protection plan for their sites.

9. Participate in training sessions and meetings. For small employers, take advantage of the priority service from the OSHA funded free consultation program, which will emphasize development of a construction safety and health program.

10. Maintain a site injury and illness log of all injuries and illnesses reported by employees. Provide that log quarterly to the Project Safety Monitor and the City of Philadelphia so that the partnership goal may be tracked.

11. Comply with all current OSHA standards.

12. Comply with OSHA Fall Protection standards. Fall protection for ladders shall be governed by 29 CFR Subpart X. Fall protection for scaffold erection and dismantling will be governed by Subpart L.

13. Have a person on site that is responsible for, possesses the authority over, and is capable of effectively implementing the overall site safety and health program.

14. Complete an analysis of all new and acquired work, materials, chemicals, and equipment before construction activity begins to determine potential hazards and to plan for their prevention or control.

15. Perform an examination and inspection of hazards associated with individual jobs, processes, or phases of construction at such a frequency as to assure effective evaluation of unsafe conditions.

16. Ensure that employee training covers applicable site hazard and the means to correct them, as well as pertinent standards and regulations.

17. Have written emergency response procedures that are communicated to project workers. The procedures will list emergency telephone numbers, emergency routes, emergency exits, staging areas, requirements for personal protective equipment, and training and evacuation drills.

Appendix C
OSHA Strategic Partnership Program
Annual Partnership Evaluation Report

Cover Sheet

Partnership Name		
Purpose of Partnership		
Goals of Partnership		
Goal	***Strategy***	***Measure***
Anticipated Outcomes		

Strategic Management Plan Target Areas (check one)			
Construction		Manufacturing Amputations	
Non-Construction			
Strategic Management Plan Areas of Emphasis (check all applicable)			
Amputations in Construction		Oil and Gas Field Services	
Blast Furnaces and Basic Steel Products		Preserve Fruits and Vegetables	
Blood Lead Levels		Public Warehousing and Storage	
Concrete, Gypsum and Plaster Products		Ship/Boat Building and Repair	
Ergo/Musculoskeletal		Silica-Related Disease	
Landscaping/Horticultural Services			

Section 1 General Partnership Information

Date of Evaluation Report			
Evaluation Period			
Start Date		End Date	

Evaluation Contact Person	
Originating Office	

Partnership Coverage			
# Active Employers		# Active Employees	

Industry Coverage (note range or specific SIC and NAICS for each partner)		
Partner	SIC	NAICS

Section 2 Activities Performed

Note whether an activity was required by the OSP and whether it was performed		
	Required	Performed
a. Training		
b. Consultation Visits		
c. Safety and Health Management Systems Reviewed/Developed		
d. Technical Assistance		
e. VPP-Focused Activities		
f. OSHA Enforcement Inspections		
g. Offsite Verifications		
h. Onsite Non-Enforcement Interactions		
i. Participant Self-Inspections		
j. Other Activities		

2a. Training (if performed, provide the following totals)	
Training sessions conducted by OSHA staff	
Training sessions conducted by non-OSHA staff	
Employees trained	
Training hours provided to employees	
Supervisors/managers trained	
Training hours provided to supervisors/managers	
Comments/Explanations (briefly describe activities, or explain if activity required but not performed)	

2b. Consultation Visits (if performed, provide the following total)	
Consultation visits to partner sites	
Comments/Explanations (briefly describe activities, or explain if activity required but not performed)	

2c. Safety and Health Management Systems (if performed, provide the following total)	
Systems implemented or improved using the 1989 Guidelines as a model	
Comments/Explanations (briefly describe activities, or explain if activity required but not performed)	

2d. Technical Assistance (if performed, note type and by whom)			
	Provided by OSHA Staff	Provided by Partners	Provided by Other Party
Conference/Seminar Participation			
Interpretation/Explanation of Standards or OSHA Policy			
Abatement Assistance			
Speeches			
Other (specify)			
Comments/Explanations (briefly describe activities, or explain if activity required but not performed)			

2e. VPP-Focused Activities (if performed, provide the following totals)	
Partners/participants actively seeking VPP participation	
Applications submitted	
VPP participants	
Comments/Explanations (briefly describe activities, or explain if activity required but not performed)	

2f. OSHA Enforcement Activity (if performed, provide the following totals for any programmed, unprogrammed, and verification-related inspections)	
OSHA enforcement inspections conducted	
OSHA enforcement inspections in compliance	
OSHA enforcement inspections with violations cited	
Average number of citations classified as Serious, Repeat, and Willful	
Comments/Explanations (briefly describe activities, or explain if activity required but not performed)	

2g. Offsite Verification (if performed provide the following total)	
Offsite verifications performed	
Comments/Explanations (briefly describe activities, or explain if activity required but not performed)	

2h. Onsite Non-Enforcement Verification (if performed provide the following total)	
Onsite non-enforcement verifications performed	
Comments/Explanations (briefly describe activities, or explain if activity required but not performed)	
2i. Participant Self-Inspections (if performed provide the following totals)	
Self-inspections performed	
Hazards and/or violations identified and corrected/abated	
Comments/Explanations (briefly describe activities, or explain if activity required but not performed)	

2j. Other Activities (briefly describe other activities performed)

Section 3 Illness and Injury Information[1]

Year	Hours	Total Cases	TCIR	# of Days Away from Work Restricted and Transferred Activity Cases	DART
2006					
2007					
2008					
Total					
Three-Year Rate (2006-2008)					
BLS National Average for 2004					
Baseline					

Comments

Section 4 Partnership Plans, Benefits, and Recommendations

Changes and Challenges (check all applicable)		
	Changes	Challenges
Management Structure		
Participants		
Data Collection		
Employee Involvement		
OSHA Enforcement Inspections		
Partnership Outreach		
Training		
Other (specify)		
Comments		

[1] Sample Chart – not required format

Plans to Improve (check all applicable)		
	Improvements	N/A
Meet more often		
Improve data collection		
Conduct more training		
Change goals		
Comments		

Partnership Benefits (check all applicable)	
Increased safety and health awareness	
Improved relationship with OSHA	
Improved relationship with employers	
Improved relationship with employees or unions	
Increased number of participants	
Other (specify)	
Comments	

Status Recommendation (check one)	
Partnership Completed	
Continue/Renew	
Continue with the following provisions:	
Terminate (provide explanation)	

APPENDIX G

MINORITY BUSINESS ENTERPRISE COUNCIL ANTIDISCRIMINATION POLICY

CITY OF PHILADELPHIA
MINORITY BUSINESS ENTERPRISE COUNCIL
ANTIDISCRIMINATION POLICY- MINORITY, WOMEN AND DISABLED OWNED BUSINESS ENTERPRISES

FORMS, INSTRUCTIONS AND SPECIAL CONTRACT PROVISIONS[1] FOR BIDS TO BE AWARDED BY THE PROCUREMENT DEPARTMENT (BIDS)

Under the authority of Executive Order No. 2-05, the City of Philadelphia has established an antidiscrimination policy ("Policy") relating to the participation of Minority (MBE), Women (WBE) and Disabled (DSBE) Owned Business Enterprise in City contracts. The purpose of this Policy is to provide equal opportunity for all businesses and to assure that City funds are not used, directly or indirectly, to promote, reinforce or perpetuate discriminatory practices. The City is committed to fostering an environment in which all businesses are free to participate in business opportunities without the impediments of discrimination and participate in all City contracts on an equitable basis. In accordance with the contracting requirements of the City, the City's antidiscrimination policy is applicable to this Invitation and Bid.

The Minority Business Enterprise Council (MBEC) has approved projected ranges of participation for this Invitation and Bid which serve as a guide in determining each bidder's responsibility. These ranges represent the percentage of MBE, WBE and/or DSBE (collectively, "M/W/DSBE") participation that should be attained by M/W/DSBEs from business opportunities existing in the available market absent discrimination in the solicitation and selection of these businesses. These ranges are based upon an analysis of factors such as the size and scope of the contract and the availability of certified M/W/DSBEs to perform various elements of the contract. Please review these forms carefully as the submission of a Solicitation For Participation and Commitment Form and any supporting documentation (more fully discussed below) is an element of responsiveness to the bid and failure to submit the required information will result in rejection of your bid.

Bidder hereby verifies that all forms, information and documentation submitted to the MBEC are true and correct and is notified that the submission of false information by Bidder is subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities.

A. PARTICIPATION RANGE

1. Under the authority of Executive Order 2-05, the MBEC has approved the following MBE, WBE and DSBE participation ranges for this Invitation and Bid:

MBE: _____ to _____%

WBE: _____ to _____%

DSBE: _____ to _____%

These participation ranges serve exclusively as a guide in determining bidder responsiveness and responsibility.

[1] These Instructions, Forms and Special Contract Provisions relating to Mayoral Executive Order 02-05 are issued by the Office of The Minority Business Enterprise Council on an interim basis.

2. Only firms that are certified by the MBEC at the time of bid opening will be credited toward the participation ranges on City contracts. A list of currently certified firms is maintained by the MBEC and is available online at www.phila.gov/mbec/directory or in printed form at the MBEC offices, located in the Municipal Services Building, 1401 JFK Blvd. Suite 330, Philadelphia, PA. 19102-1666.

3. No bidder that seeks to meet the participation range(s) for participation by entering into subcontracts with any M/W/DSBE subcontractor shall be considered to meet the range(s) if the M/W/DSBE subcontractor does not perform a commercially acceptable function ("CAF"). A M/W/DSBE is considered to perform a CAF when it engages in meaningful work or supply effort that provides for a distinct element of the subcontract (as required by the work to be performed in accordance with the Bid Specifications), where the distinct element is worthy of the dollar amount of the subcontract and where the M/W/DSBE carries out its responsibilities by actually performing, managing and supervising the work involved. The MBEC may evaluate the amount of work subcontracted, industry practices and any other relevant factors in determining whether the M/W/DSBE is performing a CAF. If it is determined during the review of your Solicitation and Commitment Form that the work described on the Form does not constitute a CAF, your bid may be rejected.

4. 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. Bidders will note with their submission which category, MBE or WBE or DSBE, is submitted for credit.

5. An MBE/WBE/DSBE submitting as the prime bidder is required, like all other bidders, to submit a bid that is responsive to the Policy and will only receive credit toward the relevant participation ranges (e.g., MBE range or WBE range or DSBE range) for the amount of its own work or supply effort on this Invitation and Bid. In addition, the participation of an M/W/DSBE partner, as part of a joint venture created for this bid, may be credited towards the participation ranges only to the extent of the M/W/DSBE partner's ownership interest in the joint venture in accordance with the following criteria:

- The MBE, WBE or DSBE partner(s) must be certified by the MBEC prior to bid opening;
- The M/W/DSBE partner(s) must derive substantial benefit from the arrangement;
- The M/W/DSBE partner(s) must be substantially involved in all phases of the contract including bidding, planning, staffing and daily management;
- The business arrangement must be customary (i.e., each partner shares in the risk and profits of the joint venture commensurate with their ownership interest, contributes working capital and other resources, etc).

6. M/W/DSBE subcontractors must perform at least fifty percent (50%) of the cost of the subcontract (not including the cost of materials, equipment or supplies incident to the performance of the subcontract) with their own employees.

7. For the purpose of applying the participation ranges on Public Works projects that include add or deduct alternates, commitments listed by bidders on the Solicitation for Participation and Commitment Form should be based upon the base bid. In the event the City elects to award any add or deduct alternates, the City reserves the right to require the apparent

lowest responsible bidder to amend its Solicitation for Participation and Commitment Form, to ensure the bidder's continuing responsibility.

8. In listing participation commitments on the Solicitation for Participation and Commitment Form, bidders are required to list a detailed description of the work or supply effort, the dollar amount of the quotation, and percentage of the contract the participation represents. (If the Invitation and Bid is for a requirements-type contract, a percentage amount will suffice.) In calculating the percentage amount, bidders may apply the standard mathematical rules in rounding off numbers. The MBEC reserves the right to request clarifying information from bidder in the event of an inconsistency or ambiguity in the Solicitation For Participation and Commitment Form.

B. RESPONSIVENESS

1. Any bid that the MBEC determines is not responsive to the Policy will be rejected, subject to appeal by bidder as more fully discussed below. A bid responsive to the Policy is a bid which contains documentary evidence of the M/W/DSBEs that have been solicited and that will be used by the bidder on the contract, if awarded, where the bid satisfies the M/W/DSBE participation ranges for that contract; the bidder is rebuttably presumed not to have discriminated in its selection of contract participants. When a bidder is unable to achieve the participation ranges, a bid responsive to the Policy contains the required documentary evidence along with a written request for the reduction of part or all of the M/W/DSBE participation ranges, which reduction or waiver is granted based upon a determination by the MBEC that the bidder did not discriminate. Although the City reserves the right to allow post-bid opening submission of MBEC Forms and information responsive to the Policy, a bidder's failure to submit the required information on M/W/DSBE participation or to cooperate with the MBEC will result in rejection of the bid as nonresponsive.

2. Bidders must submit documentary evidence of MBE, WBE and DSBEs who have been solicited and with whom commitments have been made in response to the participation ranges included in this Invitation and Bid. Failure to submit the Solicitation For Participation and Commitment Form will result in the rejection of the bid as nonresponsive although the City, at its sole discretion, may allow bidders to submit or amend the Solicitation For Participation and Commitment Form at any time prior to award. The Solicitation For Participation and Commitment Form must contain the following information:

- Documentation of all solicitations (regardless of whether commitments resulted therefrom) as well as all commitments made prior to bid opening shall be submitted, concurrently with the bid, on the enclosed document entitled "Solicitation For Participation and Commitment Form". A bidder should only make actual solicitations of M/W/DSBEs whose work or materials are within the scope of this Invitation and Bid. Mass mailing of a general nature to M/W/DSBEs or similar methods will not be deemed solicitation, but rather will be treated as informational notification only. A reasonable period of time should be given to all solicited firms to ensure that they have sufficient time to adequately prepare their quotes. The bidder's listing of a commitment with a M/W/DSBE constitutes a representation that the bidder has made a legally binding commitment to contract with such firm, upon receipt of a contract award from the City.

- If the bidder has entered into a joint venture with an MBE, WBE and/or DSBE partner, the bidder should submit along with the Solicitation For Participation and Commitment Form, a document entitled "Joint Venture Eligibility Information Form," available at the Office of the MBEC, for the City's review and approval of the joint venture arrangement.

3. If Bidder does not fully meet each of the range(s) for participation established for this Invitation and Bid, bidder must request a reduction of participation, indicating the level of M/W/DSBE participation that has been achieved by bidder and explaining what efforts the bidder made to achieve the M/W/DSBE participation ranges. Bidder must demonstrate, through the submission of documentary evidence, that it took all necessary steps and made reasonable efforts to achieve the M/W/DSBE participation ranges, even if these efforts were not fully successful. MBEC will evaluate the scope, intensity and appropriateness of these efforts to ascertain whether they could reasonably be expected to achieve M/W/DSBE participation commensurate with the ranges. Failure to submit the documentary evidence will result in rejection of the bid as nonresponsive although the City, at its sole discretion, may allow bidders to submit or amend their evidentiary submission at any time prior to award. The submission shall contain and discuss, at a minimum, the following:

- If no MBE/WBE/DSBEs were solicited for the type of services or materials to be contracted, please give reason(s) why no such solicitation was made.

- Document all solicitations and commitments made with non-M/W/DSBEs for services or supplies incident to the performance of the contract; include copies of quotes received.

- Provide reasons for not committing with any MBE/WBE/DSBEs that submitted a quote, regardless of whether the quote was solicited by bidder.

- Provide any additional evidence pertinent to bidder's conduct relating to this bid including sufficient evidence which demonstrates to the MBEC that bidder has not engaged in discriminatory practices in the solicitation of and commitment with contract participants. In describing bidder's efforts to achieve participation within the ranges, bidder may submit any corroborating documentation (e.g., copies of advertisements for participation).

a. The bidder's documentary evidence will be reviewed by the MBEC to ascertain whether discrimination has occurred in the solicitation or selection of contract participants. The review will include consideration of the following:

- Whether the bidder's actions were motivated by considerations of race or gender or disability. The MBEC may investigate the bidder's contracting activities and business practices on similar public and private sector contracts. For example, if bidder rejects any M/W/DSBE based on price, bidder must fully document its reasons for the rejection and also demonstrate that bidder subjects non-M/W/DSBEs to the same pricing standards. MBEC will investigate whether there was any attempt at good faith negotiation of price.

- Whether M/W/DSBEs were treated as equally as other businesses in the solicitation and commitment process. For example, the MBEC will investigate whether M/W/DSBEs are given the same information, access to the bid, plans, specifications, and requirements of the contract and given adequate amount of time to prepare a quote as others who were solicited by bidder. The MBEC will also investigate whether M/W/DSBEs were accorded the same level of outreach as non-M/W/DSBEs, for example whether bidder short listed M/W/DSBEs for participation in contractor negotiated subcontract opportunities or solicited M/W/DSBEs at pre-bid meetings.

- Whether the bidder's contracting decisions were based upon policies which disparately affect M/W/DSBEs. MBEC will ascertain whether bidder selected portions of work or material needs consistent with the capacity of available M/W/DSBE subcontractors and suppliers. MBEC will consider whether bidder employed policies which facilitate the participation of M/W/DSBEs on City contracts such as segmentation of the contract, prompt payment practices or bonding assistance.

4. After review of the bidder's submission and other information the MBEC deems relevant to its evaluation, the MBEC will make a written determination that will be forwarded to the Procurement Commissioner or his/her designee (the "Commissioner").

a. If the apparent low bidder's bid is determined nonresponsive by the MBEC, the bidder will be notified and may file a written appeal with the MBEC within forty-eight (48) hours of the date of notification. The decision of the MBEC may be appealed in writing within forty-eight (48) hours of the date of the MBEC's decision to the Director of Finance or his/her designee whose decision shall be final.

C. RESPONSIBILITY

1. Upon award, the completed Solicitation For Participation and Commitment Form and accompanying documents regarding solicitation and commitments with MBEs, WBEs and DSBEs become part of the contract. M/W/DSBE percentage commitments are to be maintained throughout the term of the contract and shall apply to the total contract value (including approved change orders and amendments). Any change in commitment, including but not limited to substitutions for the listed firm(s), changes or reductions in the work and/or listed dollar/percentage amounts, must be pre-approved in writing by the MBEC.

2. The successful bidder shall, within five (5) business days after receipt of a payment from the City for work performed under the contract, deliver to its M/W/DSBE subcontractors the proportionate share of such payment for work performed (including the supply of materials) by its M/W/DSBE subcontractors. [For Concession bids, the successful bidder shall deliver payment within ten (10) days after receipt of the M/W/DSBE' invoice] In connection with payment of its M/W/DSBE subcontractors, the successful bidder agrees to fully comply with the City's payment reporting process which may include the use of electronic payment verification systems.

3. No privity of contract exists between the City and any M/W/DSBE subcontractor identified in any contract resulting from this Invitation and Bid. The City does not intend to give or confer upon any such M/W/DSBE subcontractor(s) any legal rights or remedies in connection with the subcontracted services under Executive Order 2-05 or by reason of any contract resulting from the Invitation and Bid except such rights or remedies that the M/W/DSBE subcontractor may seek as a private cause of action under any legally binding contract to which it may be a party.

4. If the MBEC determines that the bidder has discriminated against a M/W/DSBE at any time during the term of the contract, or intentionally excluded a M/W/DSBE from a bid on the basis of minority status, gender or disability, the MBEC may recommend to the Director of Finance the imposition of sanctions on the bidder including debarment of the bidder from submitting and/or participating in future City contracts for a period of up to three (3) years.

D. ACCESS TO INFORMATION

1. The MBEC shall have the right to make site visits to the bidder's place of business and/or job site and obtain documents and information from any bidder, subcontractor, supplier, manufacturer or contract participant that may be required in order to ascertain bidder's responsiveness and responsibility.

2. Failure to cooperate with the MBEC in its review will result in a determination that the bidder's bid is nonresponsive and its bid will be rejected.

E. RECORDS AND REPORTS

1. The successful bidder shall maintain all books and records relating to its M/W/DSBE commitments (e.g. copies of quotations, subcontracts, joint venture agreement, correspondence, cancelled checks, invoices, telephone logs) for a period of at least three (3) years following acceptance of final payment. These records shall be made available for inspection by the MBEC and/or other appropriate City officials. The successful bidder agrees to submit reports and other documentation to the MBEC as deemed necessary by the MBEC to ascertain the successful bidder's fulfillment of its M/W/DSBE commitments.

F. REMEDIES

1. The successful bidder's compliance with the requirements of Executive Order 2-05, including the fulfillment of any M/W/DSBE commitments, is material to the contract. Any failure to comply with these requirements constitutes a substantial breach of the contract. It is further understood and agreed that in the event the Director of Finance determines that the successful bidder hereunder has failed to comply with these requirements the City may, in addition to any other rights and remedies the City may have under the contract, any bond filed in connection therewith or at law or in equity, exercise one or more of the following remedies, as deemed applicable, which shall be deemed cumulative and concurrent:

a. Withhold payment(s) or any part thereof until corrective action is taken.

b. Terminate the contract, in whole or in part.

c. Suspend the successful bidder from bidding on and/or participating in any future City contracts for a period of up to three (3) years.

d. Recover as liquidated damages, one percent of the total dollar amount of the contract for each one percent (or fraction thereof) of the commitment shortfall. (NOTE: The "total dollar amount of the contract'' shall include approved change orders, amendments and for requirements contracts shall be based on actual quantities ordered by the City. For Concessions, the "total dollar amount of the contract" shall mean the Concession Fee paid to the City.)

The remedies enumerated above are for the sole benefit of the City and City's failure to enforce any provision or the City's indulgence of any non-compliance with any provision hereunder, shall not operate as a waiver of any of the City's rights in connection with any contract resulting from this Invitation and Bid nor shall it give rise to actions by any third parties including identified M/W/DSBE subcontractors.