

BOARD OF EDUCATION
Office of Capital Programs
440 North Broad Street, 3rd Floor – Suite 371
Philadelphia, PA 19130

TELEPHONE: (215) 400-4730

Addendum No. 2

**Subject: RFP for Turnkey Development Services for a New K-8 School
due Tuesday, October 16, 2018 at 3:00PM**

Location: 3001 Ryan Avenue, Philadelphia, PA 19152

This Addendum, dated October 9, 2018, shall modify and become part of the RFP Proposal. Any items not mentioned herein, or affected by, shall remain strictly in accordance with the original document.

Revisions to the RFP

1. Section 6.0 - Schedule

The “School Board Approval to Enter into Agreement of Sale and Transfer Project Property to Developer” date shall be revised to 06/20/2019.

2. Exhibit A: Sample Pre-Development Services and Feasibility Agreement

The correct link to the Sample Pre-Development Services and Feasibility Agreement is as follows: <https://www.philasd.org/capitalprograms/programsservices/contracts/current-rfps-requests-for-proposals/>.

3. Appendix A: Program of Requirements

Appendix A has been amended – see response to questions #40 and #41.

4. Appendix F: Utility Scan Report

Appendix F has been added - see response to question #44.

5. Attachment B: Insurance Requirements

Attachment B has been added - see response to question #35.

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Questions and Answers

1. Question:

The time period for submission of this response is extremely short. We have just competed on a similar proposal in another municipality for a high school and the proposal period was 60 days. Please allow more time.

Answer: The proposal due date was extended. Please refer to Addendum 1.

2. Question:

The proposal shows two different periods of time for construction: one is 8 ½ months and the other is 12 months. Both construction periods are too short. Twenty months is more realistic.

Answer: In RFP Section 6.0 - Schedule, the "School Board Approval to Enter into Agreement of Sale and Transfer Project Property to Developer" date shall be revised to 06/20/2019.

3. Question:

RFP 6.0 Schedule states "School Board Approval to Enter into Agreement of Sale and Transfer Project Property to Developer 11/15/2019." Assuming that NO construction or financing can occur until this is complete, the Developer would have only 8 months to build and complete a 180,000 SF building and site. This is not an achievable time frame to complete the building and site without extremely high additional cost. Can the Agreement of Sale and Transfer of Property date be moved to 1/1/19?

Answer: In RFP Section 6.0 - Schedule, the "School Board Approval to Enter into Agreement of Sale and Transfer Project Property to Developer" date shall be revised to 06/20/2019. SDP will consider entering into an agreement earlier if Developer and SDP agree on design and cost prior to June of 2019.

4. Question:

In Subsection – 6.0 Schedule: it states that the "School Board Approval to Enter into Agreement of Sale and Transfer Project Property to Developer" will take place on 11/15/2019, but in Subsection – 11.0 Tab 4 – Project Schedule and Plan it states that building construction will begin on 7/1/2019, this is 5.5 months prior to the transfer of said property to the Developer. Please advise if the Developer is able to start construction prior to property transfer? If not, what is the correct construction start date? Is it 11/16/2019? If so, that leaves only 8.5 months to construct the building. We feel this is not an ample amount of time as the footing and foundations will be constructed throughout the winter months, with potential delays due to cold weather, potential snow and permafrost issues. Therefore, an 8/1/2020 completion date, we feel is not easily obtainable. Please advise if the school transfer date of 8/1/2021 would be acceptable to the SDP as an alternate, due to the prior concerns stated?

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Answer: Developer cannot start construction prior to mutual agreement and transfer of property. The date for final project completion shall remain as noted in the RFP. The SDP will be flexible with the design schedule if it is achievable.

5. Question:

The RFP requires a full pricing exercise. We would respectfully request that the deadline be extended beyond **October 12, 2018** given the level of effort that must be invested.

Answer: The proposal due date was extended. Please refer to Addendum 1.

6. Question:

The completion of construction date seems difficult to achieve given approval requirements. Would SDP consider a later completion date?

Answer: No.

7. Question:

Are there any restrictions as to when construction work may be performed at the proposed site, as to time of day, (work hours) or work day restrictions?

Answer: SDP is not placing any restrictions on work hours as long as noise is abated or noisy activities are coordinated with school administrators.

8. Question:

There are certain inconsistencies (dates, payment schedule for select services, etc.) between the Pre-Development Services and Feasibility Agreement and the Request for Proposals; which document takes priority?

Answer: The Pre-Development Services and Feasibility Agreement is a sample document. The dates and payment schedule for select services are noted in the RFP.

9. Question:

When does SDP expect to begin Project Agreement(s) negotiations?

Answer: SDP will be flexible with the Pre-Development schedule if Developer and SDP agree on design and cost as noted in the RFP prior to entering into the Development Agreement.

10. Question:

Is the defined term "Pre-Development Services" the same as the capitalized term "PreDevelopment Activities" in the Pre-Development Services and Feasibility Agreement?

Answer: Yes. The intention in the Pre-Development Services and Feasibility Agreement was that "Pre-Development Services" is the same as "Pre-Development Activities."

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11. Question:

In order to meet the desired schedule, a design-build method of delivery will be required, meaning that construction will need to commence prior to the completion of construction documents. Please advise whether SDP is willing to accept this method of delivery.

Answer: SDP is willing to consider commencing construction prior to completion of 100% construction documents. Refer to RFP Section 8.0 - Budget and Section 9.0 - Terms and Conditions of Resulting Agreement of Sale.

12. Question:

Under what form of agreement (i.e. ground lease) does the SDP expect to transfer the Project Site for development of the Project?

Answer: For the sole purpose of the developer constructing the Project, SDP anticipates conveying the Project Site by a deed with a reversionary interest to SDP. See Questions and Answers at Question 13 and Section 7, Agreement Structure of the RFP for more information.

13. Question:

Proposal states that we are to enter into a ground lease with the School District of Philadelphia. What are the terms and cost of that lease?

Answer: SDP is not requiring a ground lease for the Project. SDP will convey the Project Site to the developer for nominal consideration for the sole purpose of the Developer constructing the Project. Upon completion of the Project, the SDP will purchase the completed improvements and the developer will convey the Project Site back to SDP.

14. Question:

Looking to confirm if this project “must” be performed under a PLA, or if it is exempt, as it will be purchased by the Developer prior to construction, and sold back to the SDP upon completion?

Answer: The School District is assuming that this question is referring to a “Project Labor Agreement”. Please refer to Section 7.0 of the RFP which requires compliance with the City of Philadelphia Building Trades Partnership Agreement with SDP.

15. Question:

Please provide a Sample copy of the “Agreement of Sale”.

Answer: An “Agreement of Sale” has not yet been fully developed.

16. Question:

What source of funds does SDP anticipate using to (re)purchase the Project upon completion and when will these funds be appropriated or otherwise reserved?

Answer: The source of funds will be General Obligation bonds. The School District

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anticipates that these funds will be appropriated in fiscal year 2019-2020.

17. Question:

In Section 8.0 of the RFP, it is stated that the SDP will “purchase the constructed improvements from the Developer at a settlement date sixty (60) days after final completion of the Project”. Please provide SDP’s definition of “final completion”.

Answer: “Final completion” will be defined in the Agreement of Sale.

18. Question:

The School District of Philadelphia (SDP) has not issued design drawings & specifications to serve as bridging documents. Therefore, why does SDP request a Guaranteed Maximum Price with construction and FF&E costs within the Exhibit D – Fee Proposal when there is no information to use for establishing construction and FF&E costs?

Answer: SDP has provided information to all Proposers for use in development of a GMP. Refer to the RFP and its Appendices.

19. Question:

SDP has stated a \$70 million project budget for the K-8 School. What does the \$70 million budget include?

Answer: The budget includes all activities required to complete the Project from inception through final completion.

20. Question:

The budget listed for the project is \$70M. Does this include design, finance, permitting, zoning, and construction?

Answer: Yes, the budget includes, but is not limited to, the above.

21. Question:

Please confirm the Owner will agree to a Guaranteed Maximum Price (GMP) and execute a contract with the Developer when the Developer determines it is necessary, in order to release funding for construction.

Answer: The Owner will negotiate a GMP at the conclusion of the Pre-Development Activities. The Owner will not release funding for construction. The Proposer shall finance the Project and SDP will purchase the completed Project back.

22. Question:

Would the SDP consider interim monetary progress payments, set to milestone dates, rather than a lump sum payment at project completion?

Answer: SDP will not consider interim monetary payments.

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23. Question:

In the RFP, under Section – 3.0 please provide what the SDP’s expectation is on the request for a “Fee Proposal”? What is the Developer basing their “Fee Proposal” or Bid on, as there are no plans, specifications, material selections, engineering, data, reports, or documents to do so. These costs can vary greatly, depending on finish selection types, structural systems used, need for ground improvements, unknown soil, or below grade obstructions, etc. Please advise.

Answer: SDP has provided information to all Proposers for use in development of a GMP. Refer to the RFP and its Appendices.

24. Question:

Will the School District be preparing all exhibits associated with the Pre-Development Agreement?

Answer: Yes.

25. Question:

When will SDP make the decision on whether it will pay for design, engineering, and surveying fees during the design phase of Pre-Development?

Answer: SDP will make progress payments during the Pre-Development Services phase for design, engineering, and surveying fees.

26. Question:

As we develop our response, is it ok to structure our agreement separately for predevelopment and construction cost, with the assumption that the School District “paying the developer during the design phase” as noted on page four of RFP? This can have an impact on the overall budget as it relates to the cost of financing the entire project. Or would you like to have two separate budgets?

Answer: The Proposer shall follow the format provided in RFP, Exhibit D.

27. Question:

Please confirm if the services being provided by the Architect/Engineer/Surveying “Design Team” will be paid by the district on a monthly basis, and that the A/E will not be expected to carry said costs until the completion and “Transfer of the Project back to SDP”.

Answer: The payment schedule will be developed after final selection of Proposer.

28. Question:

RFP Section 9.0 / 9.1.j Terms & Conditions states “Developer will acknowledge that prior to settlement, SDP is required to obtain two (2) independent Appraisals for submission to the Commonwealth. Such appraisals must be consistent with and fully support the Purchase Price.” Can this condition be removed since a K-8 school is a single-purpose property?

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Answer: No.

29. Question:

If the property is being transferred to the developer, being a for-profit entity, would the City request any payments in the form of property tax on said property, or would the Developer be exempt from said tax?

Answer: Generally, turnkey projects are exempt from transfer tax in Pennsylvania. SDP recommends that respondents consult their legal and financial advisors to make a determination as to the tax consequences.

30. Question:

Can you verify the following: the SDP will purchase the school that has been constructed by the Developer, and will monetarily compensate the developer in full, at the time no more than 60 days from the developer securing of TCO.

Answer: Once the Project has been constructed to SDP's standards and requirements, the SDP will purchase the completed Project for the GMP and the Developer will convey the Project site back to the SDP.

31. Question:

Will the Project be impacted if SDP is unable to obtain a Commonwealth Reimbursement?

Answer: No.

32. Question:

Will a payment and performance bond be required?

Answer: Yes.

33. Question:

Within Exhibit B of the Pre-Development Services and Feasibility Agreement, there is mention that all insurance must be provided by an "admitted" insurer in the Commonwealth of Pennsylvania or otherwise acceptable to the School District's Office of Risk Management. Please confirm the required insurance may be provided by a non-admitted insurer as long as they meet at a minimum the required A.M. Best Rating.

Answer: All insurance must be provided by an admitted insurer.

34. Question:

"Tab 5 – Proof of Current Insurance Coverages" on Page 14 of the RFP references a "Sample Contract (See Exhibit "A")" for the amounts and types of coverages to be met by the developer prior to contract execution. However, we are unable to locate a document titled Exhibit A Sample Contract in the RFP documents. If "Attachment A: Pre-

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Development Agreement Sample” provided with the RFP documents is different from “Exhibit “A” Sample Contract” referenced in Tab 5, please provide a copy of “Exhibit A”.

Answer: Please refer to Attachment A: Pre-Development Agreement Sample posted on the website. This is the sample contract referred to in RFP Exhibit A. See also Question 35 of Addendum No. 2 for more information on the additional coverages required.

35. Question:

The need for both Professional Liability Insurance as well as Environmental Pollution Liability Insurance is noted. Please confirm:

- a. The developer must provide these coverages;
- b. The required limits of liability; and
- c. That coverage can be provided on a “Claims Made” Basis.

Answer: a) Yes. b) See Attachment B attached to this Addendum. c) Policies must be occurrence-based except for Professional Liability which may be on a Claims-Made basis.

36. Question:

Please confirm that the Pennsylvania Separations Act will not apply to this Project.

Answer: This project is a turnkey real estate transaction authorized under Section 791(a)(2) of the Public School Code. SDP recommends that respondents consult with their legal counsel with questions regarding the Project.

37. Question:

Please confirm that M/WBE participation goal for the Project excludes all financing and development costs for the Project, and will be calculated solely on the construction and design costs of the Project.

Answer: Confirmed.

38. Question:

The RFP implies design consulting will be bid. This is contrary to the team having a designated designer. Please clarify design will NOT be bid.

Answer: Confirmed. Professional design services do not need to be bid. Selected design professional must be approved by SDP.

39. Question:

RFP implies all contractors and subcontractors will be bid. Please confirm this will NOT be required and Developer can select any and all contractors and subcontractors at the Developer’s option.

Answer: Developer cannot select contractors. Developer must publicly bid all construction packages.

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40. Question:

In order to better understand the School District's expectations with regards to special and shared facilities, if available, we would like to request a more detailed program than what has been provided in Appendix A.

Answer: Please see attached amended Appendix A.

41. Question:

We received the high level programming document titled "Appendix A – Program of Requirements" which lists the areas of major portions of the project however we cannot find a detailed program of spaces. Is there one available for us to develop a concept for the pricing exercise?

Answer: Please see attached amended Appendix A.

42. Question:

Does the SDP desire to provide air conditioning in the Gym, and/or cafetorium?

Answer: Provide air conditioning in the cafetorium. Do not provide air conditioning at the gym. Provide proper ventilation at the gym and all spaces.

43. Question:

In the budget line item Furniture, Fixtures and Equipment – Is this inclusive of school furniture (i.e. student desk, office and teacher related furniture) or will that be done under separate contract?

Answer: The budget line item is inclusive of all FFE.

44. Question:

The old Abraham Lincoln High School that had been recently demolished, have all of the underground utility services lines, building footing and foundations, as well as any ground improvements, been excavated, demolished and removed from the site?

Answer: SDP conducted a limited Utility Scan. See Appendix "F" – "Utility Scan Report". During our limited soil sampling investigation in the area of the old Lincoln High School building, we had a underground utility location subcontractor scan the areas of our proposed soil borings. This was not a full area scan but we did pick up storm drains throughout the field and an unknown utility line traversing the fields from Ryan Avenue heading east where the signal-was eventually lost. We were not searching for footings and foundations so those may or may not be present.

45. Question:

Are there any below grade environmental areas of concern located at the proposed 90-acre school site?

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Answer: SDP cannot confirm at this time due to the undetermined location of the proposed school.

46. Question:

Could you please provide a copy of the latest Phase-I Report?

Answer: Below is a link to the Phase I report.

Austin Meehan Phase I ESA FINAL 2018-03-15.pdf

<https://kleinfelder.filetransfers.net/downloadPublic/m3p2ithioycpwja/f3ffzthz64zyzev> (63.5 MB)

47. Question:

Would the SDP be open to an alternate concept, rather than “applying for and securing lot line relocations” and subdividing the parcel? Reason being, the proposed subdivision will require, per current zoning, a 30% maximum lot coverage. With the proposed school at 180,000 SF, this could mean a substantially large parcel being subdivided from the current 90 acres, and depending on said school location, may be very difficult in meeting the vision of the RFP.

Answer: SDP is open to an alternate concept.

48. Question:

On page 7 of the RFP, it states that “OEMS” is conducting a Phase I Environmental Site Assessment. Is it possible to receive a copy of the Phase 1 assessment prior to the proposal due date?

Answer: See answer to Question 46.

49. Question:

If a Phase II is needed it will become the responsibility of the developer along with the responsibility to complete the remediation. Please confirm:

- a. The cost of remediation will be paid by the “SDP”; and
- b. The developer will not be responsible for any delay and/or related damages resulting from any clean-up activities.

Answer: a) Confirmed. b) Responsibility for delays will equitably addressed if, and when, they occur as a result of remediation activities if applicable.

50. Question:

It is our understanding that a Special Exception is required. A Special Exception process will necessitate public meetings and a zoning hearing.

- a. Will the School District be providing an attorney to run the Special Exception process?
- b. Will the School District run the community meetings?
- c. The RFP refers to a traffic study often needed for a Special Exception application, has the School District had any discussion with either the Planning Commission and/or Streets Department regarding the scope of the study?

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- d. Has the School District discussed the requirement of the Zoning Code that all educational activities be completely indoors? Will a variance be required for outdoor playing fields?

Answer: a) Yes. b) Yes. c) No. d) Zoning code requirements will be discussed at the appropriate phase of the Project.

51. Question:

Will the School District do all required Environmental Testing?

Answer: Yes.

52. Question:

There is missing information from the site survey provided by the School District regarding drainage structures and sanitary sewer that will likely be needed for final design. Will the School District direct their surveyor to obtain the missing information?

Answer: It is the Developer's responsibility to identify all utilities and coordinate with utility providers to bring services to the New School.

53. Question:

There appears to be some maintenance of existing drainage structures, including the existing stormwater basin, that will be needed prior to completing the survey. Will the School District complete this maintenance work?

Answer: The existing drainage structure is not in the scope of work of this Project.

54. Question:

Is it the School District's intention to subdivide the land so that each school is on a separate lot?

Answer: Yes.

55. Question:

Does SDP expect a lot-line relocation or subdivision of the Project Site to develop the Project?

Answer: Yes.

56. Question:

Does SDP have any existing traffic studies or reports for the existing use of the property and will those reports be provided to the developers?

Answer: The Developer shall conduct a traffic study as a component of the Project.

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57. Question:

Does SDP have any existing geotechnical data for the property (i.e., from the recent construction of Lincoln High School) and will that data be provided to the developers?

Answer: The Developer shall conduct their own geotechnical analysis.

58. Question:

Please confirm that SDP holds clear title to the entire +/- 95-acre parcel, and that no other City agencies control title.

Answer: Yes.

59. Question:

Is it SDP's intent to continue operating the Meehan Middle School after completion of the New K-8 school, or does the new school replace grades 7 and 8 currently in the Meehan Middle School?

Answer: Meehan Middle School is not included in the scope of work of this Project.

60. Question:

Given that this project has a tight time frame and the building has not been sited, how will the Philadelphia Water Department treat this project? Normally it takes 3-5 months for the Water Department to review a project for storm water discharge. Will the Water Department accelerate their review?

Answer: The Developer must coordinate all permit applications according to the deadline and pay for accelerated reviews as necessary.

61. Question:

Will SDP assist the Developer in expediting approvals and permits with various City of Philadelphia departments and State of Pennsylvania agencies?

Answer: SDP will strive to assist in the permitting process but the Developer is responsible for securing all permits to meet the Project deadline.

62. Question:

The project will be financed by the successful proposer so it would seem that Art Commission approvals do not apply. Is it SDP's belief that Art Commission approval will be required?

Answer: The Developer must coordinate all permit applications according to the deadline and must consult with their legal team regarding all code requirements.

63. Question:

Has SDP obtained any advanced approvals or otherwise applied/submitted for any approvals needed to develop the Project?

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Answer: SDP has not obtained any City of Philadelphia approvals.

64. Question:

Does SDP have the ability to expedite any aspect of the City of Philadelphia Zoning Review and Approvals process for the Project?

Answer: SDP will strive to assist in the permitting process but the Developer is responsible for securing all permits to meet the Project deadline.

65. Question:

Will the Development Team be required to comply with the submission checklist?

Answer: No.

66. Question:

What will be the criteria for award?

Answer: The criteria for award shall be as noted in the RFP. Please refer to RFP Section 11 - Proposal Requirements and RFP Section 12 - Selection Procedure and Evaluation Criteria.

67. Question:

Will this project have a Project Labor Agreement?

Answer: Please refer to Section 7.0 of the RFP which requires compliance with the City of Philadelphia Building Trades Partnership Agreement with SDP.

68. Question:

Please define what FF&E the Developer is responsible to furnish and install.

a) Please confirm the kitchen/food service equipment will be provided by the developer.

b) In Exhibit D, Fee Proposal, Section B(1) "IT" please define what IT equipment/services the developer will be responsible for providing beyond conduit and cable.

Answer: a) Confirmed. b) Developer shall provide all items necessary to operate computers (Wired and Wireless) according to the SDP Design Standards, from fiber installation from the street to the Data jack in the interior spaces. Refer to Appendix "C."

End of Addendum #2

Appendix "A" - Program Of Requirements

Facility Space Program for:		New School					Revision Number:			
New Building (y or n):	Y	Projected Student Enrollment:					1,660	Date:	9/7/18	
Addition (y or n):	N	Academic Classroom Req'd					60	N/A:		
Renovations (y or n):	N	Enter number of anticipated stories of classroom areas of building:					2	The Base Document has been updated by the PSIT as of 12/29/04.		
		SDP Building Programming Standard		Existing Building Area with Unchanged Program		Existing Building Area with Changed Program				
Summary of the Program Areas		Teaching Spaces	Total Program Standards Area (sf)	Teaching Spaces	Total Existing Area (SF) each instructional area must be 660 sf min.	Teaching Spaces	Re-Programmed Area (SF) each instructional area must be 660 sf min.	Teaching Spaces	New Building Area (sf)	Plancon FTE
Academic Core Spaces		85	82,050	0	0	0	0	0	0	1,810
Assembly Spaces		0	20,740	0	0	0	0	0	0	0
Instructional Media Center		0	7,574	0	0	0	0	0	0	20
Food Service		0	6,030	0	0	0	0	0	0	0
Administration		0	3,450	0	0	0	0	0	0	0
Clinic/Nurse's Suite		0	800	0	0	0	0	0	0	0
Non-Standard Spaces		1	1,000	0	0	0	0	0	0	0
Building Support Spaces		0	43,759	0	0	0	0	0	0	0
Construction Factor			14,477		0		0		0	
Totals		86	179,880	0	0	0	0	0	0	1,830

Enter Grades Included: (enter "x" for each grade level included in building)	PK:	If distribution of number of students by grade is different than indicated to the cells to the near right, enter change in shaded cells to far right. Note that changing of cells that are different from others that would be equal will automatically recalculate the cells that are constant.	0	PK:	If different change here:	
	x K:		184	K:	If different change here:	
	x 1st:		184	1st:	If different change here:	
	x 2nd:		184	2nd:	If different change here:	
	x 3rd:		184	3rd:	If different change here:	
	x 4th:		184	4th:	If different change here:	
	x 5th:		184	5th:	If different change here:	
	x 6th:		184	6th:	If different change here:	
	x 7th:		184	7th:	If different change here:	
x 8th:	184	8th:	If different change here:			

ACADEMIC CORE SPACES Program Areas	SDP Building Programming Standard				Existing Building Area with Unchanged Program			Existing Building Area with Changed Program				New Construction or Addition Program				Plancon FTE	
	Program Standards Area (SF) per Space	Number of Rooms	Teaching Spaces	Total Program Standards Area (sf)	Average Area (sf) per Space	Number of Rooms	Teaching Spaces	Total Existing Area (SF) each instructional area must be 660 sf min.	Program Area (sf) per Space	Number of Rooms	Teaching Spaces	Re-Programmed Area (SF) each instructional area must be 660 sf min.	Program Area (sf) per Space	Number of Rooms	Teaching Spaces		New Building Area (SF)
Academic Core Spaces:																	
Classrooms:																	
Pre-Kindergarten Classroom	1,100	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Kindergarten Classroom	1,100	7	7	7,700	0	0	0	0	0	0	0	0	0	0	0	0	175
1st Grade Classroom	850	7	7	5,950	0	0	0	0	0	0	0	0	0	0	0	0	175
2nd Grade Classroom	850	7	7	5,950	0	0	0	0	0	0	0	0	0	0	0	0	175
3rd Grade Classroom	850	7	7	5,950	0	0	0	0	0	0	0	0	0	0	0	0	175
4th Grade Classroom	850	7	7	5,950	0	0	0	0	0	0	0	0	0	0	0	0	175
5th Grade Classroom	850	7	7	5,950	0	0	0	0	0	0	0	0	0	0	0	0	175
6th Grade Classroom	850	9	9	7,650	0	0	0	0	0	0	0	0	0	0	0	0	225
7th Grade Classroom	850	9	9	7,650	0	0	0	0	0	0	0	0	0	0	0	0	225
8th Grade Classroom	850	9	9	7,650	0	0	0	0	0	0	0	0	0	0	0	0	225
Pre-K & K Toilet Rooms	50	7		350	0				0								0
Vocal Music Classroom	1,200	2	2	2,400	0	0	0	0	0	0	0	0	0	0	0	0	0
Science Classrooms	1,200	2	2	2,400	0	0	0	0	0	0	0	0	0	0	0	0	40
Art Classroom	1,200	2	2	2,400	0	0	0	0	0	0	0	0	0	0	0	0	0
Small Group Inst. Classroom	660	5	5	3,300	0	0	0	0	0	0	0	0	0	0	0	0	0
Multiple H.C. Life Skills Support	2,200	1	1	2,200	0	0	0	0	0	0	0	0	0	0	0	0	0
Special Education Classroom	850	4		3,400	0	0	0	0	0	0	0	0	0	0	0	0	0

Facility Space Program for: New School													Revision Number: 0			
ACADEMIC CORE SPACES Program Areas	0				0				0				0			Plancon FTE
	Program Standards Area (SF) per Space	Number of Rooms	Teaching Spaces	Total Program Standards Area (sf)	Average Area (sf) per Space	Number of Rooms	Teaching Spaces	Total Existing Area (SF) each instructional area must be 660 sf min.	Program Area (sf) per Space	Number of Rooms	Teaching Spaces	Re-Programmed Area (SF) each instructional area must be 660 sf min.	Program Area (sf) per Space	Number of Rooms	Teaching Spaces	
Additional spaces that may be included only with special permission:																
Tech. Ed. C.R., Workshop, Stor.	1,500	2	2	3,000	0	0	0	0	0	0	0	0	0	0	0	0
Family Life Mgmt. Classroom	1,000	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Additional Science Classrooms	1,200	1	1	1,200	0	0	0	0	0	0	0	0	0	0	0	20
Instrumental Music Classroom	1,000	1	1	1,000	0	0	0	0	0	0	0	0	0	0	0	25
Total		96	85	82,050		0	0	0		0	0	0		0	0	1,810
Total Program Teaching Spaces and Area														0	0	0

ASSEMBLY Program Areas	SDP Building Programming Standard			Existing Building Area with Unchanged Program			Existing Building Area with Changed Program				New Construction or Addition Program				Plancon FTE		
	Program Standards Area (SF) per Space	Number of Rooms	Teaching Spaces	Total Program Standards Area (sf)	Average Area (sf) per Space	Number of Rooms	Teaching Spaces	Total Existing Area (SF) each instructional area must be 660 sf min.	Program Area (sf) per Space	Number of Rooms	Teaching Spaces	Re-Programmed (sf)	Program Area (sf) per Space	Number of Rooms		Teaching Spaces	New Building Area (SF)
Student Assembly:																	
Cafetorium	8,300	1		8,300	0		0		0		0						0
Teacher Dining Room/Lounge	400	1		400	0		0		0		0						0
Table & Chair Storage	830	2		1,660	0		0		0		0						0
Stage	1,250	1		1,250	0		0		0		0						0
Stage Storage	150	2		300	0		0		0		0						0
Gymnasium	7,730	1		7,730	0		0		0		0						0
PE Storage	300	2		600	0		0		0		0						0
Student Locker Rooms	300	0		0	0		0		0		0						0
Student Shower	100	0		0	0		0		0		0						0
PE Office / Locker Room	250	2		500	0		0		0		0						0
Total		12	0	20,740		0	0		0		0			0	0		0
Total Program Teaching Spaces and Area														0	0		0

INSTRUCTIONAL MEDIA CENTER SPACES Program Areas	SDP Building Programming Standard			Existing Building Area with Unchanged Program			Existing Building Area with Changed Program				New Construction or Addition Program				Plancon FTE	
	Program Standards Area (SF) per Space	Number of Rooms	Teaching Spaces	Total Program Standards Area (sf)	Average Area (sf) per Space	Number of Rooms	Teaching Spaces	Total Existing Area (SF) each instructional area must be 660 sf min.	Program Area (sf) per Space	Number of Rooms	Teaching Spaces	Re-Programmed (sf)	Program Area (sf) per Space	Number of Rooms		Teaching Spaces
Instructional Media Center:																
Reading/Stacks/Circulation	5,534	1		5,534	0				0							0
Office/Workroom	250	1		250	0				0							0
AV Room	150	0		0	0				0							0
Conference/Seminar Room	300	1		300	0				0							0
Teacher Reference Library	250	1		250	0				0							0
Combined MDF/Server Room	240	1		240	0				0							0
Computer Classroom	1,000	1		1,000	0				0							0
Total		6	0	7,574		0	0	0		0	0	0		0	0	0
Total Program Teaching Spaces and Area														0	0	0

Notes for Instructional Media Center:

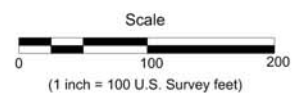
For the student computer lab to receive Plancon FTE there must be direct access from building circulation area.

ACADEMIC CORE SPACES Program Areas	SDP Building Programming Standard			Existing Building Area with Unchanged Program			Existing Building Area with Changed Program			New Construction or Addition Program			Plancon FTE			
	Program Standards Area (SF) per Space	Number of Rooms	Teaching Spaces	Total Program Standards Area (sf)	Average Area (sf) per Space	Number of Rooms	Teaching Spaces	Total Existing Area (SF)	Program Area (sf) per Space	Number of Rooms	Teaching Spaces	Re-Programmed (sf)		Program Area (sf) per Space	Number of Rooms	Teaching Spaces
Food Service:																
Indicate with an "x" if Kitchen shall be		x	Full Service Kitchen?			Warming Kitchen?					Based on enrollment?					
Kitchen Serving Area	1,975	1		1,975	0	0		0	0	0			0	0	0	0
Kitchen (Full Service)	3,835	1		3,835	0	0		0	0	0			0	0	0	0
Kitchen (Warming & Dry Storage)	0	0		0	0	0		0	0	0			0	0	0	0
Cook's Lockers	50	1		50	0	0		0	0	0			0	0	0	0
Cook's Toilet	50	2		100	0	0		0	0	0			0	0	0	0
Kitchen Office	70	1		70	0	0		0	0	0			0	0	0	0
Total		6	0	6,030		0	0	0	0	0	0	0	0	0	0	0
Total Program Teaching Spaces and Area													0	0	0	0

ADMINISTRATION SPACES Program Areas	SDP Building Programming Standard				Existing Building Area with Unchanged Program			Existing Building Area with Changed Program				New Construction or Addition Program				Plancon FTE	
	Program Standards Area (SF) per Space	Number of Rooms	Teaching Spaces	Total Program Standards Area (sf)	Average Area (sf) per Space	Number of Rooms	Teaching Spaces	Total Existing Area (SF) each instructional area must be 660 sf min.	Program Area (sf) per Space	Number of Rooms	Teaching Spaces	Re-Programmed Area (SF) each instructional area must be 660 sf min.	Program Area (sf) per Space	Number of Rooms	Teaching Spaces		New Building Area (SF)
Administration Spaces:																	
Principal Office	200	1		200	0				0								0
Principal's Restroom	50	1		50	0				0								0
Reception/Waiting Room	300	1		300	0				0								0
Clerical Office	600	1		600	0				0								0
Assistant Principal	120	3		360	0				0								0
Counselor Office	120	3		360	0				0								0
C&E Social Worker	120	1		120	0				0								0
Middle Grade Support Office	120	1		120	0				0								0
Home & School Room	150	1		150	0				0								0
Workroom/Copy/Mail	250	1		250	0				0								0
Records Storage	120	2		240	0				0								0
Conference Room	200	2		400	0				0								0
Storage	150	2		300	0				0								0
Total		20	0	3,450		0	0	0		0	0	0		0	0	0	0
Total Program Teaching Spaces and Area														0	0		0

CLINIC SPACES Program Areas	SDP Building Programming Standard			Existing Building Area with Unchanged Program			Existing Building Area with Changed Program			New Construction or Addition Program			Plancon FTE			
	Program Standards Area (SF) per Space	Number of Rooms	Teaching Spaces	Total Program Standards Area (sf)	Average Area (sf) per Space	Number of Rooms	Teaching Spaces	Total Existing Area (SF) each instructional area must be 660 sf min.	Program Area (sf) per Space	Number of Rooms	Teaching Spaces	Re-Programmed Area (SF) each instructional area must be 660 sf min.		Program Area (sf) per Space	Number of Rooms	Teaching Spaces
Clinic /Nurse's Suite:																
Nurse's Office	150	1		150	0				0							0
Exam Room	100	2		200	0				0							0
Speech & Hearing / Psychologist	250	1		250	0				0							0
Toilet Room	50	2		100	0				0							0
Waiting Area	100	1		100	0				0							0
Total		7	0	800		0	0	0		0	0	0		0	0	0
Total Program Teaching Spaces and Area														0	0	0

BUILDING SUPPORT SPACES Program Areas	SDP Building Programming Standard			Existing Building Area with Unchanged Program				Existing Building Area with Changed Program				New Construction or Addition Program				Placon FTE
	Program Standards Area (SF) per Space	Number of Rooms	Teaching Spaces	Total Program Standards Area (sf)	Average Area (sf) per Space	Number of Rooms	Teaching Spaces	Total Existing Area (SF)	Program Area (sf) per Space	Number of Rooms	Teaching Spaces	Re-Programmed Area (SF)	Program Area (sf) per Space	Number of Rooms	Teaching Spaces	
Building Support Space:																
Building Corridors/Stairs/Elevators				22,547												
Building Storage	1200	4		4,800	0				0							0
Building Receiving	600	1		600	0				0							0
Outdoor Equipment Storage	500	2		1,000	0				0							0
Custodial Office	150	1		150	0				0							0
Maintenance Workshop	150	1		150	0				0							0
Staff Lockers	100	2		200	0				0							0
Technology Closets	100	5		500	0				0							0
Janitor Closets	20	3		60	0				0							0
Electrical Closets	50	9		450	0				0							0
Main Electrical Substation Room	600	1		600	0				0							0
Electric Generator Room	250	1		250	0				0							0
HVAC Equipment Spaces				6,082												
Enter % of HVAC air distribution anticipated to use roof-top units:					0%											
Public/Student Toilet Facilities				6,000												
Teaching Staff Toilet Facilities	50	6		300	0				0							0
Technology Entrance Facility Room	70	1		70	0				0							0
Total		37	0	43,759		0	0	0		0	0	0		0	0	0
Total Program Teaching Spaces and Area														0	0	0



Soil Boring Coordinate Data Table

SB-01:	(E) 2726145	(N) 270058
SB-02:	(E) 2726152	(N) 269978
SB-03:	(E) 2726156	(N) 269790
SB-04:	(E) 2726424	(N) 270073
SB-05:	(E) 2726429	(N) 269940
SB-06:	(E) 2726436	(N) 269787
SB-07:	(E) 2726662	(N) 270075
SB-08:	(E) 2726660	(N) 269938
SB-09:	(E) 2726659	(N) 269779
SB-10:	(E) 2726335	(N) 270198

- Legend:**
- - - Unknown Utility
 - Storm Sewer
 - Catch Basin
 - ⊕ Proposed Soil Boring

- Notes:**
- (1) The objective of this geophysical investigation was to survey directly over and surrounding ten (10) proposed drilling locations to identify potential underground hazards such as utility pipelines or anomalous subsurface features that may adversely affect planned drilling events on site. To meet these objectives, SET used a GSSI SIR 3000 System (GPR) with a 400 megahertz (MHz) ground-penetrating radar antenna, a Fisher TW-6 M-Scope, and an RD7000 radio frequency (RF) device by Radiodetection, Inc. To meet this objective, SET used a GSSI SIR 3000 System (GPR) with a 400 megahertz (MHz) ground-penetrating radar antenna, a Fisher TW-6 M-Scope, and an RD7000 radio frequency (RF) device by Radiodetection, Inc.
 - (2) The positions on this map should be considered approximate. This map is a scaled representation of the floor plan. Refer to field markings for actual positions of buried targets.
 - (3) The items on this figure may not be all inclusive. SET does not warrant the fact that additional buried features may be present at this site.



SUBSURFACE ENVIRONMENTAL TECH., LLC.
19 BROOKSIDE AVENUE
PENNINGTON, NJ 08534

ANNOTATED HIGH RESOLUTION GEOREFERENCED ORTHOPHO TO SHOWING PROPOSED DRILLING LOCATIONS, DETECTED UTILITY PIPELINES, AND GENERAL SITE FEATURES

ADDRESS: 3201 RYAN AVE. PHILADELPHIA, PA 19136

CLIENT: KLEINFELDER - MARCK WARCHOL

PROJECT: 18-043G

SUBSURFACE ENVIRONMENTAL TECHNOLOGIES, LLC.

FIGURE DATE: JANUARY 30, 2018

DRAWN BY: C. MILLER, PROJECT GEOPHYSICIST

FIGURE
1

Attachment "B"

EXCERPTS OF STANDARD INSURANCE REQUIREMENT FOR CONSTRUCTION

All insurance shall be procured from reputable insurers who are financially responsible and authorized to do business on an admitted basis in the Commonwealth of Pennsylvania or otherwise acceptable to the School District Office of Risk Management. All insurance must be afforded by an insurance carrier with at least an A- (Excellent) rating from a reputable agency (e.g., A.M. Best). All insurance required herein, except the Professional Liability Insurance, shall be written on an "occurrence" basis and not a "claims-made" basis.

The insurance shall provide for at least thirty (30) calendar days' prior written notice to be given to the School District in the event coverage is materially changed, cancelled, or non-renewed. Advise the School District immediately upon receiving any notice of cancellation or nonrenewal of the required insurance. The School District of Philadelphia, its Board of Education, board members, officers, employees and agents, shall be named as Additional Insureds on the General Liability Insurance and the Automobile Liability Insurance policies and the policies shall be so endorsed. An endorsement is required stating that the coverage afforded the School District and its Board of Education, board members, officers, employees and agents, as Additional Insureds, will be primary to any other coverage available to them, and that no act or omission of the School District shall invalidate the coverage. Use its best efforts to obtain an endorsement from its insurance carrier that reflects that no act or omission of the School District shall invalidate the coverage. Notify the School District within thirty (30) days as to the status of its efforts. If this endorsement is denied, said denial must be on the letterhead of the insurance carrier and not its broker. Require its Subcontractors under this Contract to maintain the required levels of insurance.

INSURANCE COVERAGE REQUIREMENTS

Prior to commencing any work under the Contract and until completion and final payment is made for the work, maintain, at its sole expense, the following insurance on its own behalf and furnish to the School District Certificates of Insurance evidencing same. The School District reserves the right to request and all insurance endorsements shall be provided within ten (10) days of a written request for same.

1.1 **Workers' Compensation and Employer's Liability:** in the State in which the work is to be performed and elsewhere as may be required and shall include, where applicable, U.S. Longshoremen's and Harbor Workers' Coverage.

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

Bodily Injury by Accident:	\$ 500,000 Each Accident
Bodily Injury by Disease:	\$ 500,000 Each Employee
Bodily Injury by Disease:	\$ 500,000 Policy Limit
- c) Including Waiver of Right to Recover from Others Endorsement (WC 00 0313) where permitted by state law.

1.2 **Commercial General Liability:** (including Premises - Operations, Independent Contractors, Products/Completed Operations, Broad Form Property Damage, Contractual Liability (including Liability for Employee Injury assumed under a Contract as provided in the standard ISO policy form), and Explosion, Collapse and Underground Coverages).

- a) Occurrence Form with the following limits:

(1) General Aggregate:	\$2,000,000
------------------------	-------------

- (2) Products/Completed Operations Aggregate: \$2,000,000
- (3) Each Occurrence: \$1,000,000
- (4) Personal and Advertising Injury: \$1,000,000
- (5) Fire Damage (any one fire): \$ 50,000
- (6) Medical Expense (any one person): \$ 10,000
- (7) Coverage to also include: Premises Operations; Blanket Contractual Liability; Personal Injury Liability; Products and Completed Operations; Independent Contractors, Employees and Volunteers as Additional Insureds; Cross Liability; and Broad Form Property Damage (including Completed Operations).

- b) **Products/Completed Operations** Coverage must be maintained for a period of at least three (3) years after final payment (including coverage for the Additional Insureds as set forth in these Insurance Requirements).
- c) The General Aggregate Limit must apply on a Per Project basis.
- d) Coverage for Mold/Fungus (no Mold/Fungus exclusion) or, in the alternative, coverage for Mold/Fungus can be provided by a Contractor's Pollution Liability Policy.
- e) No Exterior Insulated Finishing System ("EIFS") or similar exterior wall system exclusion.

1.3 **Automobile Liability:**

- a) Coverage to include:
 - (1) All Owned, Hired and Non-Owned Vehicles (or "Any Auto")
 - (2) **Contractual Liability Coverage** (including Liability for Employee Injury assumed under a Contract as provided in the standard ISO policy form)
 - (3) Per Accident Combined Single Limit \$1,000,000 (including death) and property damage liability.
 - (4) For those contractors involved in the transportation of hazardous material, the policy shall include the following endorsements: MCS-90 and ISO-9948.

1.4 **Commercial Umbrella Liability:**

- a) Occurrence Limit: \$3,000,000
- b) Aggregate Limit (where applicable): \$3,000,000
- c) Policy to apply excess of the Commercial General Liability (following form Per Project General Aggregate Limit including full coverage for mold/fungus, EIFS, Commercial Automobile Liability and Employers Liability Coverage.
- d) An Additional Insured endorsement as indicated elsewhere in this Paragraph 11.1.1.
- e) Coverage: Limits in excess of underlying limits in underlying primary insurance policies and broader coverage than combined scope of underlying primary insurance policies.

1.5 **Builder's Risk Insurance:**

- a) Purchase and maintain, in a company or companies lawfully authorized to do business in

the jurisdiction in which the Project is located, builder's risk insurance. Such insurance shall be written on a completed value form and in the amount of the initial Contract Sum as well as subsequent modifications (including but not limited to architects' fees and materials and equipment supplied by the School District) thereto for the entire Work at the site on an agreed amount basis. Such builder's risk insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made or until no person or entity other than the School District has an insurable interest in the property to be covered, whichever is earlier. This insurance shall include interests of the School District, the General Contractor, Subcontractors and Sub-subcontractors in the Work.

- b) Builder's Risk Insurance shall be on an "all-risk" policy form and shall insure against the perils of fire and extended coverage (including earthquake and flood) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, false work, temporary buildings and debris removal including demolition as may be made legally necessary by the operation of any law, ordinance, or regulation.
- c) Soft Costs: The Builder's Risk Insurance shall provide compensation for expenditures that are necessarily incurred due to a delay in the completion of the Project caused by or resulting from an insured loss. "Soft costs" endorsement shall cover all damages identified both in the Contract and the Performance Bond.
- d) Extra Expense: The Builder's Risk Insurance shall provide compensation for expenditures over and above normal expenses incurred due to physical loss or damage. "Extra Expense" endorsement shall cover all damages identified both in the Contract and the Performance Bond.
- e) Unless otherwise provided in the Contract Documents, this Builder's Risk Insurance shall cover portions of the Work stored off the site after written approval of the School District at the value established in the approval, and also portions of the Work in transit.
- f) Purchase and maintain **Boiler and Machinery Insurance** required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the School District. This insurance shall include interests of the School District, the General Contractor, Subcontractors and Sub-subcontractors in the Work, and the School District and General Contractor shall be named insured(s).
- g) Any deductible applicable to the insurance purchased shall be identified in the Contract Documents and bear responsibility for paying the part of any loss not covered because of the operation of such deductible.
. Accept responsibility for any uninsured or underinsured losses as well as, if applicable, reimbursement to the School District of payments of the deductible for any losses caused by the negligence or faulty workmanship of the General Contractor and its Subcontractors and Sub-subcontractors.
- h) Before the commencement of work, provide to the School District a copy of the builder's risk insurance policy.
- i) The Builder's Risk Insurance shall include an endorsement to allow for automatic permission to occupy the Project premises.

- j) If the School District is damaged by the failure to maintain insurance as required, bear all reasonable costs properly attributable to that failure.
- k) In the event of a claim or an incident that may result in a claim under the Builder's Risk Insurance policy, provide the School District with details of such claim within ten (10) days of the incident and allow the School District and/or its representatives to inspect the Project site and/or partake in the investigation and settlement of such incident or claim.
- l) The following supplemental coverages (sub-limits) are required for the Builder's Risk Insurance:
 - (1) Flood and Earthquake (Earth Movement) limits for \$5,000,000
 - (2) Ordinance or Law Coverages \$1,000,000
 - (3) Soft Costs \$1,000,000

1.7 **Pollution Liability Insurance:** (If not responsible for environmental remediation; if responsible, see 1.9 below)

- a) Each Claim/Aggregate: \$1,000,000
- b) Deductible/Self Insured Retention Not to exceed \$50,000
- c) Occurrence Form – Gradual and Sudden/Accidental Pollution.
- d) Insurance to be maintained for the duration of the work and for a period of five (5) years thereafter.
- e) Pay on behalf of in lieu of indemnity.
- f) Covered operations – all those performed by or on behalf of the Named Insured.
- g) All disposal facilities must be licensed and maintain pollution liability insurance of not less than \$5,000,000.

1.8 **Professional Liability Insurance:**

- a) Per Claim Limit: \$2,000,000
 Aggregate Limit: \$2,000,000
 Deductible/Self Insured Retention Not to exceed \$50,000
- b) Coverage shall be maintained continuously starting on the date of the Contract award and for a period of three (3) years after Contract completion.
- c) Coverage to include: Environmental Contractors errors and omissions, including liability assumed under this Contract.
- d) Professional Liability Insurance may be written on a claims-made basis provided that coverage for occurrences arising out of the performance of the Services or Work required under this Contract shall be maintained in full force and effect for a retroactive date prior to work and an extending reporting period of thirty-six (36) months.
- e) Policy retroactive date must be on or before the date that Work begins.
- f) Be solely responsible for any deductibles associated therewith

1.9 **Environmental Liability/Contractor's Pollution Insurance:** (If responsible for environmental remediation)

- 1.9.1 If the scope of work includes environmental remediation for

asbestos, avian droppings, lead paint, mold, polychlorinated biphenyls (PCB's) underground storage tank removal or soil remediation, the Contractor shall also provide the following insurance:

ENVIRONMENTAL LIABILITY/CONTRACTOR'S POLLUTION INSURANCE

- a) Limit of Liability: \$1,000,000 with a deductible not to exceed \$50,000.
- b) Coverage: Pollution Liability.
 - (1) Remediation 5 Years Completed Operations.
 - (2) Pay on behalf of in lieu of indemnity.
 - (3) Occurrence form – Gradual and Sudden/Accidental Pollution.
 - (4) Covered operations – all those performed by or on behalf of the Named Insured.

11.1.1.9.2 This coverage may be provided under policies issued to the Remediation Subcontractor, in which case, be an Additional Named Insured. In both cases the School District shall also be an Additional Named Insured.

1.10 Self Insured Retentions:

None of the policies of insurance required by this Contract shall contain self-insured retentions in excess of \$50,000.

1.11 Financial Rating of Insurance Companies:

- a) A.M. Best Rating: A- (Excellent) or Higher
- b) A.M. Financial Size Category: Class VII or Higher

1.12 **The School District of Philadelphia (including the Board of Education), its officers, agents and employees, board members** shall be added as an ADDITIONAL INSURED on all liability policies (except Workers' Compensation and Professional Liability Policy, where applicable), even for claims regarding their partial negligence, **on a primary, non-contributory basis**. Additional Insured Coverage should be provided by attaching both ISO endorsements CG 2010 (for ongoing operations) and CG 2037 (for Completed Operations) or their equivalent.

The **School District** reserves the right to require other parties to be named as additional insured(s).

1.13 It is agreed that insurance will not be cancelled, materially changed or non-renewed without at least thirty (30) days' advance written notice to the School District by Certified Mail – Return Receipt Requested.

1.14 Waiver of Rights of Recovery and Waiver of Rights of Subrogation:

- a) Waive all rights of recovery against the **School District and the Additional Insured(s)** for loss or damage covered by any of the insurance maintained by the **Contractor**, Subcontractors or Sub-subcontractors.
- b) **Contractor**, Subcontractors and Sub-subcontractors and their respective insurance carriers hereby waive all rights of subrogation against the **School District and the Additional Insured(s)** for loss or damage covered by any of the insurance maintained by the **Contractor**, Subcontractors or Sub-subcontractors.
- c) If any of the policies of insurance required under this Contract require an endorsement to provide for the waiver of subrogation set forth in b) above, then the named insureds of such policies will cause them to be so endorsed.

1.15 The amount of insurance provided in the aforementioned insurance coverages shall not be construed to be a limitation of the liability on the part of the **Contractor**, Subcontractors or Sub-subcontractors.

1.16 Any type of insurance or any increase in limits of liability not described above which the **Contractor** requires for its own protection or on account of statute shall be its own responsibility and at its own expense.

1.17 The carrying of insurance described shall in no way be interpreted as relieving the Contractor of any responsibility or liability under the Contract.

1.18 Prior to the commencement of work and/or payment, file Certificates of Insurance with the **School District** which shall be subject to the **School District's** approval of adequacy of protection and the satisfactory character of the insurer. The Certificates of Insurance should be mailed within five (5) days of receipt of these insurance requirements to the **School District**, regardless of when the work will start. The Project description and Project Number must be shown on the Certificate of Insurance.

In the event of a failure to furnish and maintain said insurance and to furnish satisfactory evidence thereof, the **School District** shall have the right (but not the obligation) to take out and maintain the same for all parties on behalf of the Contractor who agrees to furnish all necessary information thereof and to pay the cost thereof to the **School District** immediately upon presentation of an invoice.

1.19 In no event shall Work begin until a Certificate of Insurance showing coverage in the aforementioned amounts required for the Work is received and approved by the **School District**. Any Work performed without having the Certificate of Insurance received and approved by the **School District** shall be at its own risk.

1.20 Evidence of Insurance Coverage. Deliver the required Certificate(s) of Insurance, together with the executed Contract Documents, to the School District within five (5) calendar days after the date of Notice of Contract Award and receipt of the Contract Documents. Certificates of Insurance evidencing the required coverages must specifically reference the School District Contract number for which they are being submitted, and a copy of each insurance certificate shall be attached to this Contract

Both submissions must be made at least ten (10) calendar days before Work is begun and again at least ten (10) calendar days before an additional Term of the Contract. The ten (10) calendar day requirement for advance documentation of coverage may be waived in situations where such waiver will, in the sole judgment of the School District Risk Manager, benefit the School District; but under no circumstances shall the Work or continue, in the case of an additional Term of the Contract) without providing the required evidence of insurance. The endorsement adding the School District of Philadelphia as an additional insured must specifically reference the School District Contract number and be submitted to the School District Risk Manager and School District's Contracts Manager in the Office of Capital Programs at the above addresses. The School District reserves the right to require certified copies of the original policies of all insurance required under the Contract at any time upon (10) calendar days' written notice.

1.21 Notice of Claim or Lawsuit. Advise the School District in writing, within ten (10) calendar days upon notification of a claim or lawsuit based upon the Contractor's services, omission or breach, that it will abide fully by Paragraph GC-4.18, INDEMNIFICATION and Article GC-11, INSURANCE of the Contract, and that the applicable insurance carrier(s) has (have) been advised to defend, indemnify, and hold harmless the School District in accordance with the provisions of Paragraph GC-4.18, INDEMNIFICATION and Article GC-11, INSURANCE of the Contract. Providing the School District with full protection shall not be declined because some Contractor or consultant may, in whole or in part, be responsible for the occurrence, death, injury, damage, or loss to persons or property, or economic loss, damage, or expense, or because the School District may be a co-insured or an additional insured on some other Contractor's or consultant's policy of insurance. It is agreed that any violation of this Subparagraph shall be deemed a material breach of the Contract.

1.23 Self-Insurance. Self insurance any of the coverages required under the Contract shall not be done without the prior written approval of the School District Risk Manager. In the event that self-insurance any of the coverages listed above is desired, submit to the School District's Contracts Manager of Capital Programs and School District Risk Manager, prior to the commencement of Work hereunder, a certified copy of the most recent audited financial statement, and such other evidence of its qualifications to act as a self-insurer (e.g., State approval) as may be requested by the School District's Contracts Manager of Capital Programs or School District Risk Manager. In the event such approval is granted, it is understood and agreed that the School District, its Board of Education board members, board directors, officers, employees and agents shall be entitled to receive the same coverages and benefits under the approved self-insurance program that they would have received had the insurance requirements been satisfied by a reputable insurance carrier authorized to do business in the Commonwealth of Pennsylvania or otherwise acceptable to the School District Risk Manager. If at the time of commencement of the Contract, self-insurance of its workers' compensation and employers' liability coverage, furnish to the School District Risk Manager and School District a current copy of the State certification form for self-insurance or a current copy of the State Insurance Commissioner's letter of approval, whichever is appropriate. The insurance (including self-insurance) requirements set forth herein are not intended and shall not be construed to modify, limit, or reduce the indemnifications made in the Contract by the Contractor to the School District, or to limit liability under this Contract to the limits of the policies of insurance (or self-insurance) required to be maintained hereunder.