



THE SCHOOL DISTRICT OF PHILADELPHIA

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

TELEPHONE: (215) 400-4730

Addendum No. 3

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

The correct link to Attachment A: Sample Pre-Development Services and Feasibility Agreement is as follows:

<https://www.philasd.org/capitalprograms/wp-content/uploads/sites/18/2018/09/New-School-Pre-Development-Agreement.pdf>

This link is located on the Capital Programs “Request for Proposals” site directly below the link to the RFP for this Project.

2. Attachment C: Building Trades Agreement

Attachment C has been added – see response to question #11.

Questions and Answers

1. Question:

On page 4-5 of the RFP it states:

The Developer shall be responsible for financing the Project. 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. SDP may, at its sole discretion, elect to pay the developer during the design phase for design,

Addendum No. 3 (cont'd)

engineering, and surveying fees only under a separate agreement authorized by the Board of Education. The Developer is prohibited from using any portion of the Project Site as security for the Developer's financing of the Project and shall ensure that no liens, mortgages or other instruments or restrictions are recorded against the Project Site other than those imposed by the School District. The Developer shall provide written notification to keep the School District outlining the Developer's financing plans for the Project.

Finance firms we have approached have concerns about no security on the building in form of lien, mortgage or other instruments or restrictions. As the building represents their security against the loan during the construction phase. It has made it very difficult and almost impossible to gain interest. Is there a way to relax the language to provide security for the financing but allow the project to move forward while the property is with the developer? The agreement of sale may not be enough to secure the loan.

Answer: No.

2. Question:

On page 10 of the RFP it 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."

Developer is happy to work with SDP to provide information as needed for funding and other items for partners, including the Commonwealth. Are there any safeguards if appraisal(s) comes in lower than the cost to construct the building, particularly if there are costs that arise that are out of the Developer's control, (i.e. overtime needed to complete on time due to extreme weather or natural disaster)?

Answer: This is a Guaranteed Maximum Price Turnkey project. The SDP will purchase the building back, as appraised, not to exceed the Guaranteed Maximum Price.

3. Question:

In Section 9.1.i under 9.0 Terms and Conditions of Resulting Agreement of Sale the following language occurs:

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.

Requesting that the specific terms associated with this SDP requirement for appraisal in the Agreement of Sale contract be shared, such as A) what occurs if the appraisals average higher or lower than the turnkey contract price, and B) is there a definition regarding "fully support the Purchase Price" so that construction completion timing and other factors are taken into account?

Addendum No. 3 (cont'd)

Answer: A) Please refer to response to Question #2. B) The question will be addressed in the development agreement.

4. Question:

Given the limited information, can the specifics on the financing model be included as part of the Pre-Development scope of work?

Answer: Financing is wholly the responsibility of the Proposer. SDP has no preference for financing model.

5. Question:

Please advise on the level of detail desired for the response related to the financing of the project?

Answer: Please refer to RFP Section 11 – Proposal Requirements. No specific level of detail is required; SDP must be assured of the financial viability of the Proposer.

6. Question:

Please provide information on the ownership structure of the SDP land on which the project is to be sited?

Answer: SDP owns the entire parcel.

7. Question:

Please advise if there is the option of subdividing the land to accommodate the financing of the project?

Answer: No.

8. Question:

Please advise if the restriction applies only to mortgaging the fee simple title of the project, or whether the restriction is broader than that. If broader, please clarify the restriction.

Answer: The restriction applies only to mortgaging the fee simple title of the Project.

9. Question:

If the appraisals for the new school as outlined in Section 9.1j do not support the \$70M budget for the project and resultant school, how does the SDP intend to resolve the difference in cost/budget vs. the appraisal value when acquiring the new school?

Answer: Please refer to response to Question #2.

10. Question:

Is the Phase 1 Environmental Assessment complete and available?

Answer: Please refer to Addendum 2.

Addendum No. 3 (cont'd)

11. Question:

Please provide a copy of the City of Philadelphia Building Trades Partnership Agreement with SDP as referenced in Section 7.0.

Answer: Please refer to Attachment C.

12. Question:

Is the SDP amenable to a delivery date of the new school beyond the August 1, 2020 date? If so, what date would be acceptable to the SDP?

Answer: No.

13. Question:

Should we provide comments to terms and conditions of the Pre-Development Services and Feasibility Agreement with our response to the RFP?

Answer: Yes.

14. Question:

Please confirm that the work product as described in Paragraph 4a of the "Sample Pre-Development Services and Feasibility Agreement", shall not create a conflict of interest regarding unrelated matters involving the SDP by either the Developer or any of its representatives or consultants.

Answer: Confirmed.

15. Question:

Is there a different agreement from the "Sample Pre-Development Services and Feasibility Agreement" that the SDP would propose for the payment of the Developer during the design, engineering and surveying fees as reflected in Section 7? If so, please provide a copy.

Answer: There is no different agreement. The final terms will be negotiated between the SDP and the successful Proposer.

End of Addendum #3

ATTACHMENT C

**PARTNERSHIP AGREEMENT
BETWEEN
THE SCHOOL DISTRICT OF PHILADELPHIA
AND
THE PHILADELPHIA BUILDING TRADES**

This Agreement (hereinafter, the "Agreement") is entered into this ____ day of _____, 2006 by and between the School District of Philadelphia ("School District") and its successors or assigns, and the Philadelphia Building and Construction Trades Council ("Council"), its member unions and/or the undersigned unions ("Unions") (listed in Appendix A), with respect to the work within the scope of this Agreement, which scope is defined below.

WHEREAS, the Parties to this Agreement acknowledge that the timely construction of School District projects is critical to the education that the School District can provide to the school children of Philadelphia, Pennsylvania; and

WHEREAS, School District and its Construction Managers, reflecting the objectives of the School District, desire to provide for the efficient, safe, quality, and timely completion of Projects in a manner designed to afford the lowest reasonable costs to the School District and the public it represents, and to achieve the advancement of public policy objectives; and

WHEREAS, this Agreement will foster the achievement of those goals by, among other things:

1. avoiding the costly delays of potential strikes, slowdowns, walkouts, picketing, handbilling, and any other disruptions or interference with work, and promoting labor harmony and peace for the duration of the Project;
2. permitting flexibility in the conditions of employment of individuals employed to complete those Projects;
3. furthering public policy objectives, to the extent lawful, so as to improve employment opportunities for minorities, women, Philadelphia residents and the economically disadvantaged in the construction industry; and
4. expediting the process for the completion of Projects covered by this Agreement;
5. committing the Parties to cooperation regarding the availability of needed labor from the construction and supporting crafts whose members possess the skills, experience, and qualifications that are vital to the Projects completion;

WHEREAS, the Parties are committed to providing open access to bidding opportunities for all contractors and to assuring an adequate supply of craft workers possessing the requisite skills and training in order to provide a Project of the highest quality.

AND WHEREAS, the signatory Unions desire the stability, security, and work opportunities made possible by this Agreement;

NOW THEREFORE, the Parties enter into this Agreement.

It is understood by the Parties to this Agreement that if this Agreement is ratified, it will become the policy of the School District that the work covered by this Agreement shall be contracted exclusively to Contractors who agree to execute and be bound by the terms of this Agreement. Therefore, the Council and Unions agree that other Contractors may execute the Agreement for purposes of covering such work.

The School District shall monitor the compliance with this Agreement by all Contractors.

The School District, the Council, the Unions, and all signatory Contractors agree to abide by the terms and conditions contained in this Agreement.

ARTICLE II - DEFINITION

As used herein:

A. "Construction Manager" shall mean the entity designated by the School District to oversee projects undertaken within the scope of this Agreement.

B. "Contractor" shall mean all contractors and subcontractors of whatever tier engaged in on-site construction work within the scope of this Agreement.

C. "Council" shall mean the Philadelphia Building and Construction Trades Council.

D. "Local residents" shall mean persons who have resided in the City and County of Philadelphia for a period of not less than thirty (30) days prior to the date of dispatch and/or referral at a place not established or subsidized by a Contractor covered by the Agreement.

E. "PSIT" shall mean the Philadelphia School Improvement Team of the School District of Philadelphia.

F. "School District" shall mean the School District of Philadelphia.

G. "Union" shall mean any of the unions listed in Appendix A. "Unions" shall mean all such unions.

ARTICLE III-SCOPE OF AGREEMENT

A. Covered Work. This Agreement shall apply to all work as defined in Section B of this Article required by the School District to be performed on or after the effective date of this Agreement where the entire cost, value or amount of such work, including materials, shall exceed the total aggregated value of Ten Thousand Dollars (\$10,000). In the event the Public School Code is amended and the public-bidding dollar threshold is modified, the amounts set forth in Sections A and B of this Article will be modified to reflect that change.

B. Basic Scope. This agreement shall be applicable to all work of any nature required by the School District for the construction, reconstruction, alteration, or maintenance of any School District facility or structure where the entire cost, value or amount of such work, including materials, shall exceed the total aggregated value of Ten Thousand Dollars (\$10,000) (hereinafter referred to as a "Project").

C. Exclusions From Scope. Items specifically excluded from the scope of this Agreement include the following:

1. Maintenance or renovation work under \$50,000 in total aggregate value, including materials, performed by employees of the School District in facilities owned by the School District. Emergency work performed by employees of the School District in facilities owned by the School District.
2. Work of non-manual employees, including but not limited to, superintendents, supervisors, staff engineers, inspectors quality control and quality assurance personnel, timekeepers, mail carriers, clerks, office workers (including messengers, guards, safety personnel, and emergency medical and first aid technicians), and other professional, engineering (excluding layout and survey work), administrative, supervisory, and management employees.
3. Work on equipment and machinery owned or controlled and operated by the School District.
4. All employees of PSIT, construction management firms, design teams, or any other consultant not performing manual labor within the scope of this Agreement.
5. Any work performed on or near or leading to or onto the site of work covered by this Agreement and undertaken by state, county, city, or other governmental bodies, or their contractors; or by public utilities or their contractors; and/or by the School District or its contractors (for work which is not part of the scope of this Agreement).
6. Off-site maintenance of leased equipment and on-site supervision of such work.
7. Exploratory geophysical testing.

8. Laboratory or specialty testing or inspections not ordinarily done by the signatory unions.

9. Non-construction support services contracted by the School District or PSIT in connection with this Project.

10. All employees of the School District, or of any state agency, authority, or entity or employees of any municipality or other public employer who are performing work outside of the scope of this agreement.

11. All employees and entities engaged in ancillary work performed by third parties, such as electric utilities, gas utilities, and telephone companies.

D. Supremacy Clause. This Agreement represents the complete understanding of all signatories. The Unions agree to abide by the terms and conditions contained in this Agreement, including application to subcontractors of identified contractors on any given project provided they conform to the terms of this Agreement.

E. Contract Award-Consent to Agreement.

1. It is agreed that this Agreement will be included in contract specification bid documents for all work within the scope of the Agreement. It is further agreed that all subcontractors of a Contractor, of whatever tier, who have been awarded contracts of work covered by this Agreement on or after the effective date of this Agreement shall be required to accept and to be bound by the terms and conditions of this Agreement, and shall evidence their acceptance by the execution of the Agreement or a Letter of Assent, prior to the commencement of work. A copy of the Agreement or Letter of Assent executed by the Contractor shall be available for review by the Council and Unions.

2. Prior to commencing work under this Agreement, employers shall be signatory to the Philadelphia Building and Construction Trades Agreement or appropriate Building Trades local union agreements, which any contractor assigned to perform work by the School District shall be permitted to execute. These local agreements are attached as Appendix B.

F. Craft Jurisdiction. This Agreement shall generally recognize the traditional craft jurisdiction of the signatory unions except as modified by agreement as necessary for the cost-effective completion of project covered by this Agreement and shall require signatory contractors to abide by said traditional craft jurisdiction. The School District will utilize the area collective bargaining agreements of signatory unions as reference to establish the signatory unions' basic jurisdiction.

G. Liability. It is understood that the liability of the Contractor and the liability of the separate Unions under this Agreement shall be several and not joint. The Unions agree that this Agreement does not have the effect of creating any joint employment status between or among the School District and/or PSIT and/or Construction Managers and/or any Contractor.

H. School District Employees Excluded. None of the provisions of this Agreement shall be construed to prohibit or restrict the School District or its employees from performing work not covered by this Agreement on or around the construction site. As work subject to this Agreement is accepted by the School District, the Agreement shall have no further force or effect on such items or areas except where the Contractor is directed by the School District to engage in repairs or punch list modifications.

I. Termination By School District. It is understood that the School District, at its sole option, may terminate, delay, and/or suspend any and all portions of the covered work at any time.

J. Employment from Other Sources. In the event the Unions either fail, or are unable, to refer qualified minority or female applicants in percentages equaling any Contractor's affirmative action goals, the Contractor may, consistent with the provisions of the appropriate underlying collective bargaining agreement, employ qualified minority or female applicants from any other available source. The Contractor shall inform the Union of the name of any applicants hired from other sources.

ARTICLE IV-UNION RECOGNITION AND EMPLOYMENT

A. Recognition. Contractors identified to perform work under this Agreement by the School District of Philadelphia shall, consistent with Article II, recognize each union as the collective bargaining agent for the construction craft employees who are represented by that union on projects undertaken by the contractor. Unions' signatory to this Agreement will have recognition on projects of the contractor within the scope of this Agreement.

B. Contractor's Right of Selection. Subject to the provisions of this Agreement, the Contractor shall have the right to determine the competency of all employees and the number of employees required, and shall have the sole responsibility for selecting employees to be laid off, consistent with Section C of this Article.

C. Union Referral. For Unions now having a job referral system, the Contractor agrees to comply with such system and it shall be used exclusively by such Contractor, except as it may be modified by this Article and only to the extent required by this Agreement. Such job referral system will be operated in a non-discriminatory manner and in full compliance with federal, state, and local laws and regulations which require equal employment opportunities and non-discrimination. All of the foregoing hiring procedures, including related practices affecting apprenticeship and training, will be operated so as to facilitate the ability of the contractors to

meet any and all equal employment opportunity/affirmative action obligations. Consistent with the underlying collective bargaining agreement, the Contractor may reject any referral for any lawful reason.

D. No Cross-Referrals. The Unions shall not knowingly refer an employee currently employed by any Contractor working under this Agreement to any other Contractor, nor shall any Union engage in any activity which encourages workforce turnover or absenteeism.

E. Union Good Faith Efforts. The Unions will exert their good faith efforts to recruit sufficient numbers of skilled craft workers to fulfill the manpower requirements of the Contractor, including calls to local unions in other areas when its referral lists have been exhausted.

F. Local Workers and Apprentices.

1. The Parties to this Agreement support the development of increased numbers of skilled construction workers from City residents to meet the needs of the Project and the requirements of the industry generally. Toward that end, the Parties agree to a goal that local residents will perform twenty-five percent (25%) of all hours worked, on a craft-by-craft basis. The Parties further agree to a goal that apprentices who are local residents will perform twenty percent (20%) of all apprentice hours worked, on a craft-by-craft basis.

2. For the length of this Agreement, the Unions agree that they shall initiate and maintain recruitment programs and policies to recruit at least 250 new, apprentice candidates into the combined apprentice programs of signatory unions, who will be graduates of the School District. The Unions agree that the Apprentice commitment will be met in stages with 25% of the total commitment of apprentices in year 1, 25% of the total commitment of apprentices in year 2, 25% of the total commitment of apprentices in year 3 and 25% of the total commitment of apprentices in year 4. Apprentices will be apportioned among the signatory unions in accordance with Exhibit "A" as attached.

3. The Unions agree to cooperate with the Contractors in furnishing workers who are local residents, including apprentices who are local residents, as requested, and they shall be properly supervised and paid in accordance with this Agreement.

4. The Unions agree to work cooperatively with the School District to expand lists of referrals.

G. Employment of Minority, Women, Disadvantaged Workers. Minority-and women-owned Contractors who have not previously been signatory to collective bargaining agreements with unions participating in this Agreement shall, if awarded a contract within the scope of the Agreement, be permitted to utilize all of its employees on a covered project. These employees will be referred for admission to the appropriate craft union for journeyman

assignment or apprentice recruitment. In conjunction with the Contractor, the appropriate craft union will be responsible for developing evaluative tools and a process for placing such employees into the appropriate level of apprenticeship or into journeymen status.

H. Compliance. The Contractors and Unions shall reach the goals set forth in Section F through the utilization of normal hiring hall procedures described in this Article and, the identification of potentially qualified apprentices through community-based organizations working in collaboration with the apprentice programs. If the goals cannot be reached through normal hiring hall procedures, the Unions and Contractors will take additional steps to recruit qualified individuals from outside of the hiring hall process to meet these goals. In cases of alleged noncompliance, the issue may be referred by the School District to the Partnership Committee otherwise described herein. If a majority of the Committee can make no resolution, the issue may then be referred by the Committee to the dispute resolution procedure of Article XI(C) for submission to the Sitting Arbitrator for a final and binding determination. For purposes of resolution of any dispute arising under this Section, the School District shall be considered a party-in-interest with full right of participation in the arbitration proceeding.

ARTICLE V-DISPUTES AND GRIEVANCES

A. Intent of Parties.

1. This Agreement is intended to provide close cooperation between management and labor. The School District and the Council shall each assign a representative to this Project for the purpose of facilitating the completion of the construction of the Project economically, efficiently, continuously, and without interruption, delay, or work stoppage.

2. The School District, Contractors, Unions, and employees, collectively and individually, acknowledge the importance to all Parties to maintain continuous and uninterrupted performance of the work of the Project, and agree to resolve disputes in accordance with the arbitration provisions set forth in this Article.

B. Procedure. Except as otherwise provided herein, any question arising out of and during the term of this Agreement involving its interpretation and application (other than alleged violation of Article VI), including the terms and conditions of employment as provided in Article VII, shall be considered a grievance and subject to resolution under the procedure contained in the respective collective bargaining agreement of the affected union. No Contractor shall be required to utilize the services of any employer organization which might be otherwise specified in the grievance and arbitration provisions of the relevant union's collective bargaining agreement as described in Article VIII of this Agreement.

ARTICLE VI-WORK STOPPAGES AND LOCKOUTS

A. No Strikes, Work Disruptions. Except with regard to the non-payment of fringe benefit payments or wages or the remission of monies withheld from such wages, there shall be no strikes, sympathy strikes, picketing, work stoppages, slowdowns, sickouts, handbilling, or other disruptive activity for any reason, including disputes relating to negotiation or renegotiations of the local collective bargaining agreements of Unions signatory to this Agreement, or disputes directed at non-construction service companies on School District property, by the Union(s) or employees, or affecting any School District property, for any reason during the term of this Agreement, and there shall be no lockout by a Contractor. Failure of any Union or employee to cross any picket line established by any Union, signatory or non-signatory to the Agreement, or by any other organization or individual at or in proximity to the Project construction site is a violation of this Article.

B. Union Responsibilities. Except with regard to the non-payment of fringe benefit payments or wages or the remission of monies withheld from such wages, the Union shall not sanction, aid or abet, encourage, or continue any work stoppage, strike, sympathy strike, slowdown, sickout, picketing, handbilling, or any interruption of work or any disruptive activity. No employee shall engage in activities which violate this Article, and the Union shall pursue all disciplinary action permitted by its Constitution and By-laws against any employee who engages in an activity which violates this Article. The signatory Union shall be responsible for any action of its members which violates this section.

ARTICLE VII-TERMS AND CONDITIONS OF EMPLOYMENT

A. Except to the extent specifically modified by this Agreement, all employees covered by this Agreement shall be employed on work performed under this Agreement pursuant to the terms and conditions of employment contained in the then-obtaining collective bargaining agreement between the union representing that employee's craft and the appropriate employer association whose contract covers the nature of the work being performed. In the event that the contract of two or more employer organizations might be applicable to that work, the union shall designate in writing the appropriate contract to serve as the basis of reference.

B. In the event that the terms and conditions of such agreements should be modified during the terms of this agreement, the affected union(s) shall be required to provide written notice of each such change to the School District and all affected contractors. Such changes shall become effective on the same date and in the same manner as provided in such agreements.

C. Contractors who are signatory to this agreement shall be bound by the written terms of any Trust Agreement specifying the detailed basis on which payments are to be paid into, and benefits paid out of, such Trust Funds, but only with regard to work done under this Agreement and only for employees to whom this Agreement requires such benefit payments.

ARTICLE VIII-NON-DISCRIMINATION

A. Compliance. The Contractors and Unions agree that they will not discriminate against any individual because of race, color, religion, sex, national origin, age, marital status, or physical or mental disability in any manner prohibited by law or regulation. Any complaints regarding the application of this provision shall be brought to the immediate attention of the involved Contractor and School District for consideration and resolution.

B. Training Programs. It is recognized that special procedures may be established by joint agreement of the Parties to this Agreement and governmental agencies for the training and employment of persons who have not previously qualified to be employed on construction projects of the type covered by this Agreement. The Parties agree that they will make all good faith efforts to assist in the proper implementation of such orders, regulations, or agreements for the general benefit of the residents of Pennsylvania. To the extent the School District establishes programs to prepare its students for entry into Apprenticeship programs of participating unions, graduates of such programs will be given preference for Apprentice opportunities.

C. Policies – Commitments. The School District is committed to the use of minority, small and disabled businesses. It is recognized that the School District may adopt certain policies and commitments for the utilization of business enterprises owned and/or controlled by minorities and/or women. The Parties shall jointly endeavor to assure that these commitments, and any amendments that may be adopted by the School District during the life of this Agreement, are fully met and that any provisions of this Agreement which may appear to interfere with any minority- or women-owned business enterprise successfully bidding for work within the scope of this Agreement shall be carefully reviewed, and adjustments made as may be appropriate and agreed upon among the Parties, to assure full compliance with the spirit and the letter of the School District's policies and commitments and all applicable federal, state, and local rules and regulations relating to employment and utilization of minorities and minority- and/or women-owned businesses.

ARTICLE IX-SAVINGS AND SEPARABILITY

A. Intent of Parties. It is not the intention of either the Contractor or the Union parties to violate any laws governing the subject matter of this Agreement. The Parties hereto agree that in the event any provisions of the Agreement are finally held or determined to be illegal or void as being in contravention of any applicable law, the remainder of the Agreement shall remain in full force and effect unless the part or parts so found to be void are wholly inseparable from the remaining portions of this Agreement. Further, the Contractor and Union agree that if and when any provisions of this Agreement are finally held or determined to be illegal or void by a court of competent jurisdiction, the Parties will enter promptly into negotiations concerning the substance affected by such decision for the purpose of achieving conformity with the requirements of any applicable law and the intent of the Parties hereto.

B. Force & Effect of Partnership Agreement. The Parties recognize the right of the School District to withdraw, at its absolute discretion, the utilization of this Agreement as part of any bid specification should a court of competent jurisdiction issue any order which could result, temporarily or permanently, in delay of the bidding, awarding, and/or construction work on the Project. Notwithstanding such an action by the School District, or such court order, the Parties agree that the Agreement shall remain in full force and effect on the Project, to the maximum extent legally possible.

C. Non-Waiver of Article VI. The occurrence of events covered by Sections A and/or B above shall not be construed to waive the prohibitions of Article VI.

ARTICLE X-APPRENTICES

A. Need For. The Parties recognize the need to maintain continuing support of programs designed to develop adequate numbers of competent workers in the construction industry, and the Contractor(s) will employ apprentices in their respective crafts to perform work within their capabilities and customarily performed by the craft in which they are indentured.

B. Ratios. The Union agrees to cooperate with the Contractor in furnishing apprentices in accordance with the provisions of Article III, Section G. Except as provided by law, there shall be no restrictions on the utilization of apprentices in performing the work of their craft provided they are properly supervised. Each union will establish a goal that will allow for the achievement of the overall goal set forth in Article II, Section F. Each union will examine its internal processes including its application and testing procedures in order to facilitate availability of apprenticeship programs for School District of Philadelphia graduates.

C. Formation of Joint Vocational Initiatives. A core purpose of this Agreement shall be to establish joint partnership initiatives which further the interest and activities of the School District of Philadelphia, participating contractors and building trades unions collectively and individually. Upon execution of this Agreement, the School District of Philadelphia, participating Contractors, and the Council shall appoint a Joint Vocational Committee. Membership on this committee shall include appropriate School District representatives, participating contractors, and representatives from the Philadelphia Apprenticeship Coordinators Association identified through the Council. The Joint Vocational Committee shall be responsible for the following:

- The Unions collectively will hold four (4) apprenticeship seminars at which they will arrange for School District of Philadelphia students to fill out actual applications for union apprenticeship programs; all participating unions will inform the Office of Education to Careers of testing dates and application acceptance periods for apprenticeship programs;
- Establishing structured and regular presentations in School District schools by local apprenticeship schools regarding opportunities provided through trades

training;

- Developing direct links between the School District's educational activities and apprenticeship admission;
- Monitoring entrance of School District graduates into apprenticeship programs and tracking outcomes regarding involvement of graduates in local apprenticeship programs;
- Developing and implementing training programs utilizing apprenticeship school resources to train School District employees in specific craft activity;
- Reporting on the participation of School District's graduates in the Apprentice programs of signatory unions; and
- Linking the Council's existing Diversity Apprenticeship Program with School District activities to enhance entrance of graduates into apprenticeship activities.

D. Built-Rite. To ensure the effective flow of communication, resolve disputes, enhance safety, quality, productivity and schedule and to promote harmonious relations, the parties agree to participate in the BUILT-RITE Construction Labor Management Program administered by the Philadelphia Area Labor Management Committee. BUILT-RITE will be responsible for facilitating the activities of the Partnership Committee and acting as staff to the Committee and will develop necessary and structured communication processes including adherence to the BUILT-RITE pre-job process and the BUILT-RITE dispute resolution process.

ARTICLE XI-ADMINISTRATION OF AGREEMENT

A. Formation of Partnership Committee. The signatories to this Agreement shall agree to establish a Partnership Committee. The Partnership Committee shall be composed of twelve (12) members. Four (4) individuals shall be appointed by the School District of Philadelphia, four (4) individuals shall be appointed by the Philadelphia Building and Construction Trades Council, and four (4) members will be identified from contractors who have demonstrated success in performing on School District Projects, with consideration given to Industry Association participation. The Partnership Committee shall meet as required, but not less than once each quarter, to review performance and the operation of this partnership.

B. Purposes of Partnership Committee. The purposes of the Partnership Committee are as follows:

1. To improve communications between representatives of the various parties and engender cooperation and harmonious relations regarding performance of work at School District of Philadelphia locations.

2. To provide a forum for open and honest discussion of problems confronting the School District of Philadelphia, participating contractors and building trades unions.

3. To study and explore ways of increasing productivity at each site and system wide.

4. To eliminate potential disputes before they arise, and promptly assist in fairly resolving disputes when they do arise.

5. To oversee the development and implementation of initiatives described within this Agreement which promote the joint interests of the Philadelphia School District, its contractors and building trades unions.

6. The Partnership Committee established within this Agreement shall bear responsibility for ensuring that initiatives undertaken as a result of this Agreement are pursued vigorously and successfully. The failure of any party to comply with this Agreement in its entirety shall provide the basis for reconsideration of continuation of the Agreement.

C. Agreement Interpretation. Questions and/or disputes arising from the interpretation of this Agreement shall be administered by the Partnership Committee. The Partnership Committee will, upon its inception, establish guidelines by which this process will take place. Agreement of the School District of Philadelphia, its contractors and building trades unions signatory to this Agreement will be required for changes to this Agreement.

D. Grievances. Grievances arising from the interpretation of this Agreement will be adjudicated through the Partnership Committee as outlined in Section C above. In the event that the members of the Committee should deadlock, the issue may be submitted by any concerned party for final and binding resolution to Sitting Arbitrator, Ralph Colflesh. Grievances regarding employer/employee disputes will be adjudicated through existing collectively- bargained adjudication processes as otherwise provided herein.

ARTICLE XII-TERM OF AGREEMENT

A. This Agreement shall become effective upon execution by the undersigned and shall remain in full force and effect for a period of four years thereafter.

B. The Agreement shall remain in full force and effect for renewal periods of one year thereafter unless and until one party notifies the other at least ninety (90) days prior to such renewal of their desire to modify or terminate such agreement. In the event this Agreement renews pursuant to this Section, the Unions agree that Apprenticeship commitments of Article III, §G, will be expanded by continuing the year 4 commitment as a new year 5 commitment.

SCHOOL DISTRICT OF
PHILADELPHIA

By: 

June 7, 2006
Date

PHILADELPHIA BUILDING AND
CONSTRUCTION TRADES COUNCIL

By: 

6/7/06
Date

ADDENDUM "A"

APPRENTICESHIP COMMITMENT

SIGNATURES

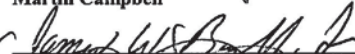
ASBESTOS WORKERS LOCAL #14

10


Martin Campbell

BOILERMAKERS LOCAL #13

4


James Banford


BRICKLAYERS & ALLIED CRAFT #1

12


John Phillips

CARPENTERS REGIONAL COUNCIL

100


Edward Coryell


CEMENT MASONS LOCAL #592

10


Mike Fera


I.B.E.W. LOCAL UNION #98

80


John Dougherty


ELEVATOR CONSTRUCTORS #5

5


Joseph Rapine Jr.

IRON WORKERS LOCAL #401

20


Joseph Dougherty

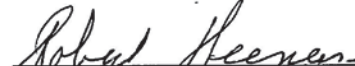
LABORERS LOCAL #332

12


Samuel Staten Sr.


INT'L UNION OF OPERATING
ENGINEERS LOCAL #542

8


Robert Heenan

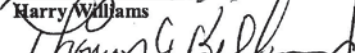
INT'L UNION OF PAINTERS & ALLIED
TRADES DISTRICT COUNCIL #21

30


Harry Williams

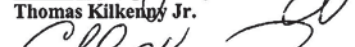
PLASTERERS LOCAL #8

10


Thomas Kilkeny Jr.

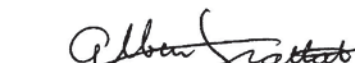
PLUMBERS UNION LOCAL #690

10


Edward C. Keenan

REINFORCED IRON WORKERS RIGGERS
& MACHINERY MOVERS LOCAL #405

4


Al Frattini

April 13, 2006

14


ADDENDUM "A"

**APPRENTICESHIP
COMMITMENT**

SIGNATURES

**ROOFERS & WATERPROOFERS
LOCAL #30**

40


Tom Pedrick

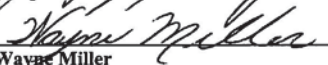
SHEET METAL WORKERS LOCAL #19

30


Joseph Sellers Jr.

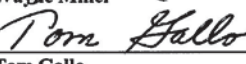
SPRINKLER FITTERS #692

10


Wayne Miller

STEAMFITTERS LOCAL #420

30


Tom Gallo