



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. 1

Subject: Professional Environmental Consulting Services for asbestos, lead, and mold and analytical laboratory services

Location: Various Schools

This Addendum, dated December 9, 2019, shall modify and become part of the Bid Documents. Any items not mentioned herein, or affected by, shall remain strictly in accordance with the original document.

Questions and Answers

1. Question: This contract (or at least an identical one) was up for bid two years ago. Will the Q&A published for that initial bid be available for review during this current re-bid, since many of the questions and answers are likely to be the same?

Answer: No

2. Question: What are the insurance requirements of this contract?

Answer: Please reference Attachment 1

3. Question: When will the sample contract be posted on the Capital Programs RFP website?

Answer: The sample contract is posted on the District's website

4. Question: On Page 19, Section 7.1, the RFP asks for a list of personnel and their resumes and certifications: within which tab of the bid should this information be placed? Or should it be placed in the appendix of the bid?

Answer: This information can be placed in the appendix

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5. Question: On Page 1, the RFP lists the term of the contract as 5 years, from [April 2018](#) to [June 2022](#). Is this correct; i.e. is this RFP for a continuation of the existing 5 year contract, or a new 5 year contract, beginning [January 2020](#)?

Answer: This is a continuation of the existing contract

Attachment 1 – Insurance Requirements

Section 10. Insurance.

10.1 Insurance Requirements. The Environmental Consultant shall, at its own expense, procure and maintain the types and minimum limits of insurance specified below covering the performance of the Work. 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's 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 herein, except the professional liability insurance, shall be written on an "occurrence" basis and not a "claims-made" basis. In no event shall work be performed until the required evidence of insurance has been provided. The insurance shall provide for at least thirty (30) days prior written notice to be given to the School District in the event coverage is materially changed, cancelled or non-renewed. The School District of Philadelphia and its officers, employees and agents shall be named as additional insureds on all liability policies (except Workers' Compensation & Professional Liability), and the policies shall be so endorsed. Endorsements are required stating that the coverage afforded the School District and its 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 or its officers, employees and agents shall invalidate the coverage, other than an act or omission that would constitute willful misconduct or gross negligence. The Environmental Consultant will waive all rights of recovery against the School District of Philadelphia (where allowed by law) and all the additional insureds for loss or damage covered by any of the insurance maintained by the Environmental Consultant.

(a) Workers' Compensation and Employer's Liability.

(1) Workers' Compensation: Statutory Limits.

(2) Employers' Liability: \$500,000 Each Accident – Bodily Injury by Accident; \$500,000 Each Employee – Bodily Injury by Disease; and \$500,000 Policy Limit – Bodily Injury by Disease.

(3) Other states insurance coverage and Pennsylvania endorsement.

(b) Commercial General Liability Insurance.

(1) Limit of Liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability; \$1,000,000 personal and advertising injury; \$2,000,000 general aggregate and \$2,000,000 aggregate for products and completed operations. Products/Completed Operations must be maintained for at least 2 years after final payment (including coverage for Additional Insureds as set forth below. The General Aggregate should apply on a per project basis. The School District may require higher limits of liability if, in the School District's sole discretion, the potential risk so warrants.

(2) Coverage: 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).

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(3) The School District may require higher limits of liability if in the School District's sole discretion, the potential risk so warrants.

(c) Automobile Liability Insurance.

(1) Limit of Liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability.

(2) Coverage: Owned, non-owned, and hired vehicles.

(3) If transportation of hazardous material is involved, the policy shall include the following endorsements: MCS-90 and ISO-9948.

(d) Professional Liability Insurance.

(1) Limit of Liability: \$2,000,000 with a deductible not to exceed \$100,000.

(2) Coverage: Environmental contractors errors and omissions, including liability assumed under this Contract.

(3) Professional Liability Insurance may be written on a claims-made basis provided that coverage for occurrences arising out of the performance of the Services 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 60 months after the work is completed.

(e) Excess Umbrella Liability.

(1) Limit of Liability: at least \$10,000,000.00 combined single limit and at least \$10,000,000.00 aggregate limit with an additional insured endorsement for the School District on the liability policy. The General Aggregate must apply on a per project basis.

(2) Coverage: Limits in excess of underlying limits in underlying primary insurance policies and broader coverage than combined scope of underlying primary insurance policies.

(f) Environmental Liability/Contractor's Pollution Insurance.

(1) Limit of Liability: \$2,000,000 with a deductible not to exceed \$100,000.

(2) Coverage: Pollution Liability.

(i) Remediation: 5 Years Completed Operations.

(ii) Pay on behalf of in lieu of indemnity.

(iii) Occurrence form – Gradual and Sudden/Accidental Pollution. (At its sole discretion, the School District may accept a claims made policy with a "tail" of 3 years after the date of final payment by the School District. If the School District decides to accept such a claims made policy, this decision will be indicated in the RFP/RFQ, Addendum or the RFP/RFQ, Questions and Answers.)

(iv) Covered operations – all those performed by or on behalf of the Named Insured.

(v) Include coverage for the insured's liability for services or contracting operations performed by others on its behalf.

(vi) Coverage Extensions Required: Transportation; Non-Owned Disposal Site & Microbial Matter.

(g) Crime Insurance: The Subcontractor shall be responsible for maintaining Crime Insurance, which includes the Employee Theft and Theft, Disappearance and Destruction coverage parts, in an amount not less than \$250,000 Per Occurrence. The Employee Theft Coverage part should include the Clients' Property Endorsement (ISO Form CR 04 01, or its equivalent).

(h) Owned, Leased, Rented or Borrowed Equipment: The Environmental Consultant shall maintain Property Coverage for their owned, leased, rented or borrowed equipment, tools,

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trailers, etc.

(i) Property Coverage: The Environmental Consultant shall provide coverage for damage to their work, materials to be part of the project (on-site and off-site), and in transit.

Based on the scope and size of a School District project, the School District shall have the right to revise the insurance requirements specified above.

10.2 Evidence of Insurance Coverage. Certificates of Insurance evidencing the required coverages and Endorsements must specifically reference the School District Contract Number set forth on the first page of the Contract (the Contract Number can be typed in the 'Description' section of the certificate). The original Certificate of Insurance and Endorsement shall be submitted to the address below:

School District of Philadelphia
Office of Risk Management
Attn.: Riccardo Zucaro, Director of Insurance Risk Management
440 North Broad Street, Suite 325
Philadelphia, Pa 19130-4015
Fax: (215) 400-4591
Phone: (215) 400-4590

with a copy to:

The School District of Philadelphia
Office of Environmental Management and Services
440 North Broad Street, 3 rd Floor Portal C
Philadelphia, PA 19130-4015
Attn.: Brian Joseph, Director of Environmental Services
(Fax No.: 215-400- 4751)

The Certificate of Insurance and the Endorsement must be submitted to the School District at least ten (10) calendar days before any contractual services or Additional Term or renewal begins. 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 Director of Insurance Risk Management, benefit the School District. Under no circumstances shall the Environmental Consultant actually begin services (or continue services, in the case of renewal or an Additional Term) without providing the evidence of insurance. The School District reserves the right to require the Environmental Consultant to provide certified copies of the original

policies of all insurance required under this Contract at any time upon ten (10) calendar days written notice to the Environmental Consultant.

10.3 Notice of Claim or Lawsuit. The Environmental Consultant shall advise the School District in writing, within ten (10) calendar days upon notification of a claim or lawsuit based upon the Environmental Consultant's services, omission or breach, that it will abide fully by Paragraph 9.1 (Indemnification) and Section 10 (Insurance) of this 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 9.1 (Indemnification) and Section 10 (Insurance) of this Contract. The Environmental Consultant shall not decline to provide the School District with full protection and coverage under Paragraph 9.1 (Indemnification) and Section 10 (Insurance) of this Contract because some other 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. The Environmental Consultant agrees that any violation of this Paragraph 10.3 of Section 10 (Insurance) shall be deemed a material breach of this Contract.

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10.4 Self-Insurance. The Environmental Consultant may not self-insure any of the coverages required under this Contract without the prior written approval of the School District Director of Insurance Risk Management. In the event that the Environmental Consultant desires to self-insure any of the coverages listed above, it shall submit to the School District's Director of Insurance Risk Management, prior to the commencement of Services hereunder, a certified copy of the Environmental Consultant's 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 Director of Insurance Risk Management. In the event such approval is granted, it is understood and agreed that the School District, its commission members, board directors, officers, employees and agents shall be entitled to receive the same coverages and benefits under the Environmental Consultant's 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 Director of Insurance Risk Management. If at the time of commencement of the Initial Term of this Contract, the Environmental Consultant self-insures its professional liability or workers' compensation and employers' liability coverage, the Environmental Consultant may, in lieu of the foregoing, furnish to the School District Director of Insurance Risk Management 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 this Contract by the Environmental Consultant to the School District, or to limit the Environmental Consultant's liability under this Contract to the limits of the policies of insurance (or self-insurance) required to be maintained by the Environmental Consultant hereunder.

End of Addendum #1