



PHILADELPHIA PARKING AUTHORITY

REQUEST FOR PROPOSALS

**Request for Proposals
Civil Engineering
Repairs to the Storm Water Drainage System
Economy Parking Lot
Philadelphia International Airport
Philadelphia, PA
RFP # 14-11**

**Posted on:
December 9, 2014**

**Philadelphia Parking Authority
701 Market Street, Suite 5400
Philadelphia, PA 19106**

Joseph T. Ashdale, Chairman
Vincent J. Fenerty, Jr., Executive Director

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The Philadelphia Parking Authority (“PPA”) is a public body politic created under the laws of the Commonwealth of Pennsylvania in accordance with the Act of June 19, 2001, P.L. 287, No. 22, as amended known as the “Parking Authority Law,” located at 701 Market Street Suite 5400, Philadelphia, PA 19106.

The mission of the PPA is to support the region’s economic vitality through the provision of comprehensive parking, regulatory and transportation services. A focus on improved access, greater mobility, and increased vehicular and pedestrian safety are the guiding principles of our programs.

The organization employs over 1,000 people working at various locations such as 701 Market Street (HQ), Philadelphia International Airport, and various facilities located throughout the City of Philadelphia.

The PPA hereby solicits qualification statements and fee proposals from experienced civil engineering firms (the “Consultant”) for professional services for Repairs to the Storm Water Drainage System in the Economy Parking Lot at the Philadelphia International Airport in the City of Philadelphia, PA (the “Project”). The purpose of the Project is to make repairs to the existing storm water collection inlet and piping system. The source of funds for this project is the PPA’s capital improvements budget.

PPA procurement rules require the PPA to engage in a competitive process for the selection of a Consultant. Proposals received will be reviewed by a selection committee comprised of representatives from the appropriate operating divisions of PPA. The PPA anticipates that the inspection and evaluation phases will be completed within 60 days of contract award, that the design phase will be completed within 60 days of an approved concept, and construction be completed within five (5) months of the contractor’s notice to proceed.

1. Scope of Services

The PPA operates a 7,000 space grade level surface parking lot at the Philadelphia International Airport.

The various sections of the lot were constructed at different times. The oldest sections are experiencing significant pavement settling and deterioration. The PPA intends to repave the lot in phases over the next several years. Prior to initiating that paving program, the PPA will make any needed repairs to the storm water collection and drainage system in the lot. This project is for the drainage system repairs in the project area as delineated in Exhibit “B”, specifically, piping systems A, A2, B, B2, C, D and J. These pipes have been video inspected, and the report shall be provided to the selected Consultant. A current topographic survey of the project area will be provided to the selected Consultant in a digital format.

The PPA anticipates that the selected Consultant will provide and shall be responsible for all necessary engineering design and related professional services for the project, including but not limited to; inspection, evaluation, design, bid document preparation, permitting, bid review, and construction phase administrative services.

The final work product shall include signed and sealed construction documents sufficient to obtain zoning and building permits to be issued by the City of Philadelphia Department of Licenses & Inspection (L & I).

Consultant shall also prepare any other information required to obtain any other third party regulatory agency approval(s) required for construction. Consultant shall prepare an opinion of probable construction cost for submission with the preliminary design and with the final design.

Project deliverables shall include as a minimum, three sets of signed and sealed final drawings, project manual, and technical specifications, one (1) .pdf version of final drawing set, and one (1) .DWG file of final drawing set.

The Consultant shall assist the PPA with bid review and provide construction phase administration and observation services. The Consultant will be expected to review the contractor's invoices against work progress, and to make written recommendations for construction progress payments.

The contract resulting from this RFP will commence as of the date of execution of the contract and will terminate upon completion of the work.

The Consultant's fee shall be based upon a proposed lump sum fee.

The PPA will manage the work performed under this contract. The Deputy Executive Director, or his/her designee, will be responsible for overseeing the activities of the successful Consultant.

2. Submittal Requirements

Please organize your proposal in the following manner. Be sure to address all Tabs as directed.

- 2.1 Cover Letter:** The cover letter shall briefly summarize the respondent's qualifications and past experience relevant to the Project scope. A principal or officer authorized to execute contracts or other similar documents must sign the letter. Name, mailing address, phone, fax, email and website address should be included.
- 2.2 Table of Contents:** Please use the Exhibit "A" - Submission Checklist as your table of contents. The form can be re-typed or reformatted, but the proposal's content organization shall follow the checklist.
- 2.3 Project Understanding:** Briefly explain your understanding of the Project and the PPA's expectations for a successful project outcome. Identify any potential challenges to success.
- 2.4 Project Approach:** Describe your overall project approach and the work tasks necessary to complete the Project.
- 2.5 Qualifications and Experience:** Provide a brief narrative description of your firm's history and capabilities, including the firm's qualifications and experience addressed specifically to the scope of work required here, and your capability to perform the required services. Describe past performances and your record of successful completion of similar projects, particularly working within the City of Philadelphia, and with other, similar public agencies.
- 2.6 Key Personnel:** List project team key personnel and provide a project staffing plan. Include brief resumes for all individuals listed which outlines education, work history, length of tenure, and relevant experience with similar projects, etc. Key personnel shall be available to commence work immediately upon award of contract. Please do not list firm personnel who will not be assigned to the Project.
- 2.7 References:** Include current contact information for a minimum of three (3) client references. Please include name, title, organization, mailing address, telephone number

and email address. With this submission, the respondent grants the PPA permission to contact the references.

2.8 PPA Conflict of Interest Form: The respondent must complete the attached PPA conflict of interest form (Exhibit C). This includes the conflict of interest statement, which identifies any past, current or anticipated contractual or financial relationship with the PPA, its staff or board members as well as the City of Philadelphia or any other contractual or financial relationship that may give the appearance of a conflict of interest.

2.9 Fee Proposal: Provide a lump sum fee for design services through bidding and bid review, and a separate proposed fee pricing for construction phase administration and observation services. The fee proposal should illustrate the anticipated level of effort by showing the utilization of the key personnel and their hours and hourly rates. Also include a per diem rate schedule for key personnel showing the hourly billing rates of the individuals. Include a budget and unit cost rate schedule for anticipated direct expenses. The Authority will reimburse the Consultant only for actual out-of-pocket direct expenses.

Separate envelope: Submit the fee proposal on the same deadline in a separate envelope, clearly marked with the name of the Project and the name of your firm.

3. Submittal Instructions

3.1 Overview of RFP timeline:

Event	Date	Time
Notice of Opportunity Posted	December 9, 2014	
Documents available for download	December 9, 2014	
Mandatory Site Walk-through	December 19, 2014	2:30 PM
Deadline for Questions	December 31, 2014	2:00 PM
Submission Due	January 16, 2015	2:00 PM

The PPA reserves the right, at its sole discretion, to alter this schedule as it deems necessary or appropriate.

3.2 Mandatory registration. Interested firms can obtain the documents by downloading them after first registering as an interested respondent with Michael McKeown, mmckeown@philapark.org. Respondents must register in order to bid.

3.3 Mandatory Scheduled Site Visit: The PPA will conduct a Pre-proposal meeting and walk-through of the site. If applicants do not attend this mandatory walk-through, their proposal will not be considered. Questions will be noted but not answered verbally at the walk through. See section 3.4 below concerning questions.

Date: Friday, December 19, 2014, **Time:** 2:30 PM

Location: The mandatory pre-proposal meeting will take place at the PPA Airport Operations Administration Building
Rental Car Road, Philadelphia International Airport

Directions: Exit I-95 for "Airport Arrivals". Bear left for "Rental Cars/Garages/Marriott". Continue past parking garages and rental car lots. Administration Building is on the right, just past the toll plaza. Park in the Administration Building lot.

Note: In the event of inclement weather, please call 215-683-9661 the morning of the walk-through to confirm that it has not been delayed or rescheduled.

3.4 Questions / Inquiries: After the date of the advertisement, Respondents shall not discuss this Project and/or this RFP solicitation with any PPA employee other than Michael McKeown. All questions shall be directed in writing via e-mail to **Michael McKeown** mmckeown@philapark.org by the deadline date for questions. Questions will not be answered by telephone. Answers to the questions will be provided to registered respondents by e-mail.

3.5 Due Date and Time: An original, unbound proposal plus three (3) copies (no more than 12 pages, not including exhibits), and an electronic copy (.pdf) must be received by the PPA before:

Friday, January 16, 2015, by 2:00 PM.

Late submittals will not be accepted. Incomplete proposals will not be reviewed.

Applicants may hand deliver or send proposals via registered mail to:

Michael McKeown
Manager Contract Administration
The Philadelphia Parking Authority
Mellon Independence Center - Suite 5400
701 Market Street
Philadelphia, PA 19106

3.6 Presentations / Interviews: At the discretion of the selection committee, applicants may be asked to participate in interviews. If interviews are held, only those proposals determined by the selection committee to be offering the most value to the PPA will be considered for an interview.

4. Evaluation Criteria

This is a professional services contract. Therefore, the PPA intends to award one contract to the Consultant who best demonstrates the level of experience, skill and competence required to perform the services called for in this RFP in the most efficient, cost-effective, and professional manner, thereby presenting the greatest value to the PPA.

The evaluation committee will review the proposals against the following criteria:

- 4.1 Project Understanding, Project Approach, and Schedule.** Clear understanding of the Consultant's roles and responsibilities, project goals, program requirements, work plan, and timeline. 20%
- 4.2 Consultant's Experience:** Demonstrated experience on projects of similar scope and scale. Experience of a successful track record with similar or local agencies and a working knowledge of City of Philadelphia requirements is preferred. 25%
- 4.3 Key Personnel.** Commitment of the firm's principal leadership to this project. 25%
- 4.4 Best Value for the PPA:** Proposals that reflect demonstrated competency with competitive fees for services. 30%

5. Reservation of Rights

By submitting a proposal in response to this RFP, a Respondent affirmatively acknowledges: (i) its acceptance of the terms and conditions of this RFP; (ii) the PPA may exercise in its sole discretion the following rights; and (iii) the PPA may exercise the following rights at any time and without notice to any Applicant.

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

6. Standard Contract and Insurances

A sample of the PPA standard contract is attached as Exhibit E. Please review the contract carefully. Any exceptions or requested changes to the contract must be clearly noted in the proposal in order to be considered.

The Consultant must be willing to work pursuant to the PPA's contract terms and conditions which include, without limitation, non-discrimination requirements, indemnification of the PPA, and insurance requirements (Exhibit F). The successful respondent(s) will be required to procure and maintain, at its sole cost and expense, the types and minimum limits of insurance as described in Exhibit F, on the terms specified; provided, however, that the Authority may, at its sole discretion, establish different minimum limits based on the final scope of work for the project.

7. MBE/WBE/DBE/DSE PARTICIPATION

The PPA strongly encourages the meaningful participation of Disadvantaged Minority Business Enterprises ("M-DBE"), Disadvantaged Women Business Enterprises ("W-DBE") and Disadvantaged Disabled Business Enterprises ("DS-DBE").

The PPA requires that each respondent submit as part of its proposal either a "Solicitation for Participation Form" or a "Request for a Waiver". The PPA requests that prospective responder`s actively seek qualified M-DBE/W-DBE/DS-DBE firms to participate in this proposal opportunity.

A copy of the "Solicitation for Participation Form" is included in this RFP as Exhibit "D".

A copy of a "Request for Waiver" can be obtained by calling Mr. Michael McKeown at (215) 683-9661.

Failure to submit a completed Solicitation for Participation Form or a Request for Waiver may result in the rejection of the proposal.

The selected Consultant will be required to submit copies of signed contracts with M-DBE/W-DBE/DS-DBE sub-consultant firms to Michael McKeown, The Philadelphia Parking Authority, Mellon Independence Center, 701 Market Street, Suite 5400, Philadelphia, PA 19106, prior to requesting payment for work performed by said sub-consultant firms.

The PPA has established the following participation goals for this RFP:

M-DBE: 10%-15%
W-DBE: 5%- 10%
DS-DBE: 2%-5%

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**Exhibit A
Submittal Checklist**

Cover Letter

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Project Understanding

Project Approach

Qualifications and Experience

Key Personnel

References

Attachments:

PPA Conflict of Interest Form

Solicitation for Participation Form OR Request for Waiver

Fee Proposal (Separate Envelope)

EXHIBIT "C"

Conflict of Interest Policy

The Philadelphia Parking Authority ("Authority") is a public body corporate and politic, exercising public powers of the Commonwealth of Pennsylvania as an agency of the Commonwealth. As an agency charged with enforcement of the law, and with the implementation of many public projects, the Authority must strive to ensure that its actions, as well as those of its directors, officers, employees, legal counsel, consultants, and independent contractors are ethical, honest, and above board. The integrity and good reputation of the Authority are crucial elements of its Mission Statement. Therefore, the Authority's Board of Directors, for themselves and for the directors, officers, employees, legal counsel, consultants, and independent contractors of the Authority, has adopted this Conflict of Interest Policy designed to preclude any material conflict of interest or impropriety with respect to the duties and activities of such persons or entities relating to the Authority.

A. **DEFINITIONS.** The following words and phrases when used in this Policy shall have, unless the context clearly indicates otherwise, the following meaning:

1. **"Disclosure."** A full written account of any actual or potential Adverse Interest.

2. **"Adverse Interest."** The disposition of a Covered Person who:

- a) Has a personal or extracurricular financial interest in a Project;
- b) Has a member of the immediate family or immediate family of their spouse or domestic partner who has a personal or extracurricular financial interest in a Project;
- c) Has an employer-employee, partnership, agency, lender or borrower, fiduciary, legal, or beneficiary ownership relationship with a party financially interested in a Project;
or
- d) Might reasonably be expected to be influenced in the discharge of the Covered Person's official duties with the Authority, by the Authority's role in any portion of any Project.

3. **"Covered Person."** Any Member, director, officer, employee, legal counsel, consultant, auditor, or independent contractor who acts or seeks to act at the direction of the Authority or on the Authority's behalf.

4. **"Project."** Any initiative, procurement, endeavor, transaction, activity or legal matter to which the Authority has any interest.

5. **"Board."** The duly appointed and serving body comprised of the Members of the Board of Directors of The Philadelphia Parking Authority.

6. **"Member."** Any individual having been duly appointed and currently serving as prescribed by the Act of 2001, June 19, P.L. 287, No. 22, as amended, on the Board.

7. **"Immediate Family."** Spouse or domestic partner, Parent, Grandparent, Great-Grandparent, Great-Great Grandparent, Children, Siblings (including "half" and step-siblings), Uncles/Aunts, Grand Uncles/Aunts, Grandchildren, Nephews/Nieces, First Cousins, Great-Grandchildren, Grand Nephews/Nieces.

B. STATEMENT OF POLICY.

1) **Policy Statement.** In conducting official Authority duties any Covered Person shall be held to the standards of ethics, loyalty, honesty, integrity and fair dealing described herein' and shall at all times act in the best interest of the Authority.

2) **Disclosure of Conflict of Interest.**

- (a) A Covered Person, other than a Member, who has an Adverse Interest in any Project, shall complete the required Disclosure as to the nature and extent of the Adverse Interest and deliver it to the Executive Director of the Authority, or, if the Executive Director has or is believed to have an Adverse Interest, to the Chairman of the Board, and must abstain from any deliberations or decision making process in any manner related to that Project, all as more fully set forth in Section 3 below.
- (b) In the event that the Executive Director receives a Disclosure or that the Executive Director has an Adverse Interest, the required Disclosure shall be reported to the Board at the first immediately following regularly scheduled or intervening special, Board meeting.
- (c) A Member who has an Adverse Interest in any Project, shall complete the required Disclosure as to the nature and extent of the Adverse Interest and present that Disclosure to the Chairman of the Board or, if the Chairman has or is believed to have an Adverse Interest, to the Secretary of the Board, at the first immediately following regularly scheduled, or intervening special, Board meeting.
- (d) In the event that the appearance of propriety or prudent management dictates that a Disclosure to the Board be made sooner than the first immediately following regularly scheduled, or intervening special, Board meeting, the Disclosure shall be made immediately to the Chairman, or otherwise ranking Member believed to have no Adverse Interest in the subject matter of the Disclosure.
- (e) The Executive Director or Board shall take such action which is necessary in light of the facts revealed by the Disclosure to avoid a conflict of interest or impropriety with regard to a Project
- (f) The Disclosure, and the action by the Board, shall be made a part of the minutes at the next regular, or intervening special, Board meeting.
- (g) In the event any Covered Person is uncertain as to whether he, she or it has an Adverse Interest under Section B(2) above, such Covered Person shall make a full Disclosure concerning the potential conflict of interest to the Executive Director of the Authority,

or, if the Executive Director has or is believed to have an Adverse Interest, to the Chairman of the Board or otherwise ranking Member believed to have no Adverse Interest in the subject matter of the Disclosure.

3) **Obligation to Abstain in the Event of an Adverse Interest.** In the event of any Adverse interest requiring Disclosure by a Covered Person under Section 2 above, such Covered Person after first having disclosed the Adverse Interest as described above, shall:

- (a) Refrain from participating in any deliberations related to the subject matter of the Disclosure;
- (b) In the case of a Member, abstain from voting on or lobbying on behalf of any matter related to the subject matter of the Disclosure; and
- (c) At the request of the Chairman, or ranking Member having no Adverse Interest in the subject matter of the Disclosure, leave the meeting room during the Board's deliberation and vote regarding any matter related to the subject matter of the Disclosure.

4) **Prohibited Activities.**

- (a) No Member, director, officer, or employee of the Authority may solicit, accept or receive from a person, firm, corporation or other business or professional entity or organization a gift, loan, gratuity, favor or service in excess of \$250.00 per annum without prior approval, that might reasonably influence his or her position in the discharge of his or her official duties concerning a project or any other activities of the Authority. However, acceptance of food, refreshment of nominal value on infrequent occasions in the ordinary course of a luncheon or dinner meeting or other meeting shall not be deemed a "gift, loan, gratuity, favor or service" for purposes of this section.
- (b) No Covered Person may directly or indirectly use for personal gain any information not available to the public concerning a Project which comes to him, her or it as a result of affiliation with the Authority, nor may such person or entity provide that information to others not expressly authorized in advance by the Board to receive such information
- (c) No director, officer or employee shall engage in any employment, consulting, advisory or similar activity which is in material conflict with the interest of the Authority.

5) **Communication and Affirmation of Policy.**

- (a) The Authority shall deliver a copy of this Conflict of Interest Policy to every Covered Person. A copy of this policy, or a summary thereof, shall be included in the documentation of each proposed Project.
- (b) Each Covered Person shall deliver to the Executive Director of the Authority positive written affirmation of adherence to the Conflict of Interest Policy by executing the Acknowledgment and acceptance of the Policy.

- (c) Each Covered Person that attends, on average, four (4) or more Board Meetings each fiscal year shall provide to the Authority's Executive Director a copy of an annual Financial Interest Disclosure Statement in the form then required by the Authority, and which may be in addition to any requirements of Pennsylvania's Public Official and Employee Ethics Act, which this Policy is intended to supplement.
- (d) Any candidate for appointment to the Board shall be given a copy of this policy in advance of appointment and shall affirm his or her support of it prior to appointment; and any newly appointed, retained or hired Covered Person shall be advised, prior to appointment, hiring or retention, of this policy and each shall affirm his or her or its support thereof prior to appointment, hiring or retention, of this policy and each shall affirm his or her or its support thereof prior to appointment, hiring or retention.

6) Remedies.

The failure to make any required Disclosure under this policy or any other breach of this policy is grounds for disciplinary action by the Authority against the Covered Person, which disciplinary action may include removal from the Board or termination of the individual's employment, consulting or other contract or arrangement, and is grounds for disapproval of an application or rescission of a Project by the Authority. The remedies provided herein shall be in addition to any other legal remedies available to the Authority.

Acknowledgment and Acceptance of Conflict of Interest Policy

_____ I have read and understand the Conflict of Interest Policy. I acknowledge that there are no current Projects, which do or may represent an Adverse Interest as defined in the Conflict of Interest Policy of which I have not provided proper notice as required by law and/or this Conflict of Interest Policy. Further, I acknowledge that I must make a Disclosure to the Executive Director or as otherwise set forth in Section B(2) of the Conflict of Interest Policy, of any Project which might be covered by the Conflict of Interest Policy. Finally, I understand that failure to comply with the Conflict of Interest Policy will damage the Authority and its activities, and the remedies set forth in the Conflict of Interest Policy are appropriate.

Date: _____

Print Name: _____

Signature: _____

Name/Company: _____

**SOLICITATION FOR PARTICIPATION AND COMMITMENT
FORM (BIDS)
DISADVANTAGED BLACK (B-DBE), DISABLED (DS-DBE), MINORITY (M-DBE),
AND WOMEN (W-DBE) OWNED BUSINESSES**

**THE PHILADELPHIA PARKING AUTHORITY
MINORITY AND DISADVANTAGED BUSINESS
PARTICIPATION PROGRAM**

Bid Number	Name of Bidder	Date of Bid Opening	No. of Copies Submitted Page ___ of ___
See Instructions: Complete one or more forms for each type of disadvantaged business participation required: check one: <input type="checkbox"/> DS-DBE <input type="checkbox"/> M-DBE <input type="checkbox"/> W-DBE <input type="checkbox"/> B-DBE			

For the type of disadvantaged business checked, list below all the certified firms that were solicited whether or not a commitment was made.
Photocopy this form as necessary.

Disadvantaged Business Information	Type of Work or Materials	Date Solicited		Commitment Made		Give reason(s) if no commitment made or no quote received:
Company Name		Phone	Mail	Yes (Date)	No	
Address						
Contact Name		Quote Received		Am't Committed		
Telephone No.		Yes	No	\$ _____ percentage of total bid		
MBEC Certification No.						
Disadvantaged Business Information	Type of Work or Materials	Date Solicited		Commitment Made		Give reason(s) if no commitment made or no quote received:
Company Name		Phone	Mail	Yes (Date)	No	
Address						
Contact Name		Quote Received		Am't Committed		
Telephone No.		Yes	No	\$ _____ percentage of total bid		
MBEC Certification No.						

**AGREEMENT FOR CONSULTING
SERVICES BY AND BETWEEN
THE PHILADELPHIA PARKING AUTHORITY
AND CONSULTANT**

Contract No. _____

THIS AGREEMENT effective as of the _____ day of _____, 2014 by and between **The Philadelphia Parking Authority**, an agency of the Commonwealth of Pennsylvania and a body corporate and politic, with its principal address at 701 Market Street, Suite 5400, Philadelphia, PA 19106 (the "**Authority**") and _____, a (individual, partnership, corporation), with a principal address at _____ ("**Consultant**").\

WITNESSETH:

WHEREAS, the Authority, a public body corporate and politic organized and existing under the Act of 2001, June 19, P.L. 287, No. 22, as amended;

WHEREAS, the Authority operates the surface parking lot at the Philadelphia International Airport, known as the Economy Parking Lot ("Premises");

WHEREAS, the Authority is seeking an experienced engineering firm to provide professional consulting services regarding repairs to the storm water and drainage systems located at the Premises;

WHEREAS, in order to procure such professional consulting services, the Authority issued a Request for Proposals "Civil Engineering Repairs to the Storm Water Drainage System" RFP No. 14-11 on _____ ("RFP");

WHEREAS, Consultant submitted a conforming proposal to the RFP on _____ ("Proposal") and is in the business of providing high quality professional services of the type that the Authority desires to procure;

WHEREAS, Consultant has proposed that it will provide the style, type and quality of services as hereinafter described;

WHEREAS, after due consideration and deliberation within the Authority, Consultant was selected to provide the services hereinafter described upon the successful negotiation of this Agreement and assent of the Authority's Board; and

NOW, THEREFORE, in consideration of the covenants and conditions contained herein, intending to be legally bound, the parties hereto hereby agree as follows:

1. SCOPE OF SERVICES.

The Authority hereby engages and Consultant hereby agrees to perform the following consulting services ("Services"):

A. To provide professional engineering services in accordance with Consultant's Proposal, a true and correct copy of which is attached hereto as Exhibit "A" and in accordance with the terms and conditions detailed in the RFP, a true and correct copy of which is attached hereto as Exhibit "B" and incorporated throughout this Agreement;

B. To perform high quality professional services in the most cost effective manner utilizing personnel at the level of competence required relative to the nature of the work, and to follow all applicable federal, state, or local laws; and

C. To coordinate the fulfillment of this Agreement with the Authority's Project Manager for the implementation of the Services. The Authority's Project Manager shall be Richard Dickson, Deputy Executive Director, who may be reached at 215-683-9724 or by e-mail at RDickson@philapark.org. However, the parties agree that only the Authority's Chairman or Executive Director may consent to any alteration or amendment to this Agreement, and in each such case in writing.

2. TERM.

The Term of this Agreement shall commence on the date first written above and shall expire automatically and without notice upon successful completion of the Services under this Agreement and approval of the Authority. The term of this Agreement may be extended by written mutual Addendum to this Agreement.

3. CONSIDERATION AND PAYMENT.

A. The Authority agrees to pay and Consultant agrees to accept a fee of \$_____ for all Services performed under this Agreement during the Term. Any additional services shall be billed at the Consultant's hourly rate as detailed in Consultant's Proposal attached hereto as Exhibit "A". Any and all additional services must be approved in writing and in advance by the Authority.

B. Consultant shall submit monthly invoices to the Authority for Services commencing with the execution of this Agreement. The Authority shall pay invoices within thirty (30) days of receipt. All invoices shall be identified with a purchase order number supplied by the Authority and shall be submitted to:

**Accounts Payable
The Philadelphia Parking Authority
701 Market Street, Suite 5400
Philadelphia, PA 19106**

C. At no time will Consultant be reimbursed for any administrative or overhead costs incurred by Consultant in fulfilling the terms of this Agreement, including, but not limited to, any time, fees or expenses associated with Consultant's travel, fuel, lodging, food, or photocopying in connection with Consultant's Services.

D. No late fees, penalties, or interest may be assessed against the Authority for late payments.

4. NO SOLICITATION/CONFLICTS OF INTEREST.

A. Consultant does hereby warrant and represent that the laws of the Commonwealth of Pennsylvania have not been violated as they relate to the procurement or performance of this Agreement by any conduct, including payment or giving of any fee, commission, compensation, gift, gratuity or consideration of any kind, directly or indirectly to any Authority employee, officer or Consultant.

B. To the best of Consultant's knowledge, no Authority member or officer, and no employee of the Authority has any interest (whether contractual, non-contractual, financial or otherwise) in this transaction or in the business of Consultant. If such transaction comes to the knowledge of the Consultant at any time, a full and complete disclosure of such information shall be made to the Authority.

C. Consultant hereby acknowledges receipt and acceptance of the Authority's Conflict of Interest Policy.

5. CHANGE ORDERS.

A. The Authority's Project Manager may at any time, by written order and without notice to the sureties, if any, direct any change to the Services within the general scope of the Agreement ("Change Order"). But for the Authority's Executive Director or Board of Directors, no other employee, agent or representative is authorized to direct any change to the Services under the Agreement, unless expressly authorized to do so in writing by the Authority's Project Manager.

B. If any change directed in writing by the Authority's Project Manager causes an increase in the cost of, or time required for, performance of any part of this Agreement, otherwise affects any provision of the Agreement, Consultant shall notify the Authority's Project Manager in writing within five (5) business days of receipt of the written Change Order, and shall negotiate in good faith with the Authority, as appropriate, an equitable adjustment to the price and/or schedule (or change to any other terms or conditions). The Authority's Project Manager shall issue a modification to the Agreement reflecting the terms of the equitable adjustment, which, if agreed to, shall be signed by the Consultant. Consultant shall not unreasonably delay or withhold its consent to any Change Orders.

C. If the Authority desires to have Consultant enter into a separate services agreement covering subject matter related to this Agreement or any Support and Maintenance Agreement,

Consultant shall review any such agreement presented by the Authority, or suggest its own form of agreement, and shall negotiate such proposed terms in good faith with the Authority.

D. Change Orders which reach or exceed Twenty Five Thousand and No/100 Dollars (\$25,000.00) must be approved by the Authority's Board in addition to approvals required in this Agreement. The Board's approval of such Change Orders will be in a written format, signed by the Board of Directors or its designee, and attached to the Change Order when submitted to Consultant. The Authority reserves the right to submit any change order to its Board for advance approval regardless of cost.

6. INABILITY OF CONSULTANT TO PERFORM.

The inability of Consultant to perform or provide the Services under this Agreement, for any reason, shall automatically terminate this Agreement, whereupon all liabilities or obligations for payment hereunder shall terminate as of the date of such termination.

7. TERMINATION FOR CONVENIENCE OF AUTHORITY.

The Authority and Consultant agree that this Agreement may be terminated by the Authority with or without cause upon five (5) day notice in writing by the Authority to Consultant. If the Agreement is terminated by the Authority, as provided herein, Consultant will be paid any compensation outstanding for the Services satisfactorily performed pursuant to Section 1 herein for the period prior to the date of termination. In such event, all memoranda, records, data, information and other documents prepared by Consultant shall become the property of the Authority and shall be forthwith delivered to the Authority. The payments to be made to Consultant hereunder are the Consultant's sole remedy and right with respect to termination under this paragraph.

8. GENERAL TERMS AND CONDITIONS.

A. Confidential Matters.

Consultant agrees that it will treat as confidential any information or document from the files of the Authority, including without limitation any information relating to the Authority's software or hardware products, business or financial affairs and information disclosed orally and identified as confidential, which may come into their possession in pursuit of its duties under this Agreement.

B. Force Majeure.

Neither party will be liable for inadequate performance to the extent caused by a condition (for example, natural disaster, act of war or terrorism, riot, labor condition and governmental action) that was beyond the party's reasonable control.

C. No Third-Party Beneficiaries.

There are no third-party beneficiaries to this Agreement.

D. Maintenance of Records.

Consultant understands that certain records related to this Agreement may be public records pursuant to Pennsylvania’s Right-to-Know Law and Consultant must duly comply with demands made through the Authority for such records. 65 P.S. 67.101. Regardless of the impact of the Right-to-Know Law, Consultant shall maintain all data, records, memoranda, statements of services rendered, correspondence and copies thereof, in adequate form, detail and arrangement, for the Authority’s benefit for a minimum of seven (7) years following the termination or expiration of this Agreement. Thereafter, Consultant shall contact the Authority before disposing of any such materials and the Authority may direct that some or all of such materials be delivered to the Authority.

E. Assignment.

This Agreement may not be transferred or assigned by Consultant without the prior written consent of the Authority which consent may be withheld in the sole discretion of the Authority, any transfer or assignment made without the prior written consent of the Authority shall be void.

F. Non-Discrimination.

Consultant agrees to abide by all legal provisions regarding non-discrimination in hiring and contracting made applicable by federal, state and local laws.

G. Notices.

Any notice or demand given by one party to the other under this Agreement shall be in writing and served by nationally recognized overnight courier service or sent by United States certified or registered mail return receipt requested, postage prepaid, or by overnight express delivery service or by courier service, against written receipt or signed proof of delivery addressed to the other party at the address set forth below, unless a party shall have provided written notice to the other identifying a new address for notice:

The Authority:

The Philadelphia Parking Authority
701 Market Street, Suite 5400
Philadelphia, PA 19106
Attn: Dennis G Weldon, Jr.
General Counsel

Consultant:

All notices shall be deemed given on the day after the notice was given to the courier or Postal service.

H. Captions.

The captions in this Agreement are for convenience only and are not a part of this Agreement and do not in any way define, limit, describe or amplify the terms and provisions of this Agreement or the scope or intent thereof.

I. General Indemnity.

Consultant, for itself, its successors, assigns, agents, and sub-contractors hereby agrees to indemnify, defend and hold harmless The Philadelphia Parking Authority, the City of Philadelphia, and the Commonwealth of Pennsylvania and their agents, employees, representatives, officers and directors (the Indemnified Parties) from and against any and all liability for losses, (including those related to business interruption), damage (including special, consequential and incidental) liabilities, claims, demands, causes of action or expense (including attorney's fees and expenses) for which the Indemnified Parties may be held liable by reason of injury (including death or workers compensation) to any person (including Consultant's employees) or damage to any property of whatsoever kind or nature arising out of or in any manner connected with the work to be performed for the Indemnified Parties (including, but not limited to, work performed under this contract, work performed under Change Order, or any such other work performed for or on behalf of the Indemnified Parties), whether or not due in whole or in part to any act, omission, or negligence of the Indemnified Parties or any of their agents, employees, representatives, officers, directors, stockholders, subcontractors, third parties or parent, subsidiary and affiliated companies, whether known or unknown to the Indemnified Parties or Consultant. It is expressly understood and agreed that the indemnity contained in this paragraph covers claims by Consultant's employees. It is further expressly agreed that Consultant assumes the fullest extent of all obligations to indemnify and defend all parties whom the Indemnified Parties are obligated to indemnify and defend in the Indemnified Parties contract with others (whether or not such obligations may extend to items beyond those addressed in this Agreement). This obligation to indemnify, defend and hold harmless shall survive termination of this Agreement.

J. Conflicting Provisions.

This Agreement contains the entire agreement of the parties with respect to the matter covered by this Agreement. No other agreement, statement, representation, understanding or promise made by any party or by any employee, officer or agent of any party, that is not contained in this Agreement, shall be binding or valid. Any revisions, additions, and/or modifications of this Agreement must be set forth in writing and signed by all parties.

K. Entire Agreement.

This Agreement contains the entire agreement of the parties with respect to the matter covered by this Agreement. No other agreement, statement, representation, understanding or

promise made by any party or by any employee, officer, or agent or any party, that is contained in this Agreement, shall be binding or valid. Any revisions, additions, and/or modifications of this Agreement must be set forth in writing and signed by all parties.

L. Exhibits.

All Exhibits to this Agreement are hereby incorporated by reference into, and made a part of, this Agreement.

M. Interpretation.

The contracting parties acknowledge and agree that (i) each party reviewed and negotiated the terms and provisions of this Agreement and has contributed to it; and (ii) the rule of construction to the effect that any ambiguities are resolved against the drafting party shall not be employed in the interpretation of this Agreement, regardless of which party was generally responsible for the preparation of this Agreement.

N. Order of Precedence.

In the event of an inconsistency between provisions of this Agreement, it shall be resolved by giving precedence in the following order: (1) the main body of this Agreement (not including Exhibits); (2) the RFP (Exhibit “B”), Consultant’s Proposal (Exhibit “A”) and (3) all other Exhibits. It is Consultant’s responsibility to study this Agreement and to report at once in writing to the Authority any errors, inconsistencies, discrepancies, omissions or conflicts discovered between any provisions of the Agreement. Any work performed by the Consultant prior to receiving a written response from the Authority with respect to any alleged error, inconsistency, discrepancy, omission or conflict shall be at the Consultant’s own risk and expense

O. Risk of Loss.

In the event any portion of this Agreement requires the delivery of goods to the Authority, the risk of loss for such goods shall not pass to the Authority until received and accepted by the designated Authority representative.

P. Specific Proposals.

It is understood that the Authority shall have the absolute discretion to accept, reject or modify any proposal or offer which Consultant may bring to the Authority’s attention during the term of this Agreement. The Authority may direct that Consultant suspend or modify any of its collection activities or methods related to this Agreement at any time.

Q. Independent Contractor.

Consultant agrees that it, as well as its employees, are independent contractors as to any Services provided and this Agreement is not intended to create any form of employment

relationship.

R. Applicable Law and Venue.

All disputes arising in connection with this Agreement shall be interpreted and governed by the laws of the Commonwealth of Pennsylvania. The parties hereto irrevocably consent to the exclusive jurisdiction of the First Judicial District of Pennsylvania, being the Philadelphia Court of Common Pleas.

S. Taxes.

1. Consultant hereby certifies that neither it, nor any of its parent or subsidiary entities, is delinquent or overdue in the payment of any tax or fee to the City or County of Philadelphia or the Commonwealth of Pennsylvania. Consultant also certifies that its Philadelphia Business Privilege Tax ID. No. is: _____. Consultant further certifies that its Federal Tax ID. No. is: _____.

2. As an agency of the Commonwealth of Pennsylvania and a local government agency, the Authority is exempt from the payment of state and local sales and use and other taxes on material, equipment or other personal property. Consultant agrees that the fees, prices or rates stated in this Agreement (1) do not include any state or local taxes, surcharges or fees on the Authority in connection with this transaction, and (2) do include all other applicable taxes for which Consultant is liable. In the event Consultant's performance under this Agreement creates a tax liability, such taxes, including but not limited to, real estate taxes, school taxes, use & occupancy taxes, and sales taxes shall be the sole obligation of Consultant, and Consultant shall maintain current accounts as to the payment of such taxes and be liable over to the Authority for any taxes assessed against the Authority as a result of Consultants performance under this Agreement.

T. Insurance.

Consultant agrees to provide the Authority the appropriate certificates of insurance in accordance with the Insurance Requirements detailed in the RFP.

U. Waiver.

No term or provision hereof shall be deemed waived by the parties unless such waiver or consent shall be in writing signed by both parties. No breach shall be excused unless it is in writing signed by the non-breaching party.

V. Separation Clause.

If any provision of this Agreement, or the application of any provision to any person or circumstances, is held invalid or unenforceable, the remainder of this Agreement and the

application of such provision(s) to other persons or circumstances shall remain valid and enforceable.

IN WITNESS WHEREOF, and intending to be legally bound pursuant to the Uniform Written Obligations Act, 33 P.S. 6, the parties have set their hands and seals on the date first above written.

The Philadelphia Parking Authority

Attest: _____

Print Name: _____

Print Title: _____

By: _____

Vincent J. Fenerty, Jr.,
Executive Director

APPROVED AS TO FORM

By: _____
General Counsel's Office

Consultant

Witness _____

Print Name: _____

Print Title: _____

By: _____

Print Name: _____

Print Title: _____

EXHIBIT F

THE PHILADELPHIA PARKING AUTHORITY INSURANCE AND INDEMNIFICATION REQUIREMENTS

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Prior to commencement of the contract and until completion of your work, _____ shall, at its sole expense, maintain the following insurance on it's own behalf, with an insurance company or companies having an A.M. Best Rating of "A-: Class VII" or better, and furnish to The Philadelphia Parking Authority Certificates of Insurance evidencing same. Coverage must be written on an "occurrence" basis (exception – professional and environmental/pollution liability may be written on a "claims-made basis) and shall be maintained without interruption through the entire period of this agreement.

1. Workers' Compensation and Employers 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

2. Commercial General Liability: including Premises-Operations, Independent Contractors, Products/Completed Operation, Broad Form Property Damage, Contractual Liability (including Liability for Employee Injury assumed under a Contract), and Personal Injury Coverage.

- a) Occurrence Form with the following limits:

(1) General Aggregate:	\$2,000,000
(2) Products/Completed Operations Aggregate:	\$1,000,000
(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

- b) General Aggregate must apply on a Per Location Basis

- c) Owner must be named as additional insured as shown in requirement #9.

3. Automobile Liability: (Note: if no owned vehicles, show at least hired and non owned coverage)

- a) Coverage to include:

- (1) All Owned, Hired and Non-Owned Vehicles
- (2) Contractual Liability Coverage (including Liability for Employee Injury assumed under a Contract)

- b) Per Accident Combined Single Limit: \$1,000,000

- c) Owner must be named as additional insured as shown in requirement #9.

THE PHILADELPHIA PARKING AUTHORITY
INSURANCE AND INDEMNIFICATION REQUIREMENTS
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4. Excess / Umbrella Liability Insurance with a minimum acceptable limit of coverage of \$5,000,000 (or the final limit decided to be appropriate) per occurrence and aggregate. Such coverage shall be excess of the general liability insurance, business auto liability insurance, and employers liability as required by this contract. Owner must be named as additional insured as shown in requirement #9.
5. If professional services are involved - Professional (E&O) Liability Insurance with minimum acceptable limits of \$1,000,000 per claim, \$2,000,000 aggregate. Claims-made is acceptable.
6. If any work involves or includes handling, transporting, disposing or performing work or operations with hazardous substances or constituents, contaminants, waste, toxic materials, or any potential pollutants – Environmental/Pollution Liability Insurance with minimum acceptable limits of \$3,000,000 per occurrence. Owner must be named as additional insured as shown in requirement #9. Claims-made is acceptable.
7. Deductibles or Self Insured Retention's: "if applicable"
None of the policies of insurance required by this agreement shall contain deductibles or self-insured retention's in excess of \$25,000. _____ is responsible to pay any and all deductibles and/or self-insured retentions that may apply to the required insurance.
8. Financial Rating of Insurance Companies:
 - a) A.M. Best Rating: A- (Excellent) or Higher
 - b) A.M. Best Financial Size Category: Class VII or Higher
9. The Philadelphia Parking Authority, The City of Philadelphia, The Commonwealth of Pennsylvania its agents, employees, representatives, officers and directors individually and collectively, shall be added as ADDITIONAL INSUREDS on the policies as noted above even for claims regarding their Sole Negligence. _____'s coverage shall be primary and non-contributory to any other coverage available to Philadelphia Parking Authority, including, without limitation, coverage maintained by Philadelphia Parking Authority wherein Philadelphia Parking Authority is named insured, and that no act of omission shall invalidate the coverage.
10. It is agreed that _____ insurance will not be cancelled, materially changed or non-renewed without at least thirty (30) days written notice to The Philadelphia Parking Authority, 701 Market Street, Suite 5400, Philadelphia, PA 19106, by Certified Mail-Return Receipt Requested.

THE PHILADELPHIA PARKING AUTHORITY
INSURANCE AND INDEMNIFICATION REQUIREMENTS

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11. Waiver of Rights of Recovery and Waiver of Rights of Subrogation:
- a) _____ waives all rights of recovery against The Philadelphia Parking Authority and all additional Insureds for loss or damage covered by any of the insurance maintained by _____ pursuant to this Contract.
 - b) _____ and its respective insurance carriers hereby waive all rights of subrogation against The Philadelphia Parking Authority and all additional insureds for loss or damage covered by any of the insurance maintained by _____ Pursuant to this contract.
 - 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 insured's of such policies will cause them to be endorsed.
12. 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 _____.
- None of the requirements contained herein as to the types, limits, or Philadelphia Parking Authority's approval of insurance coverage to be maintained by _____ are intended to and shall not in any manner, limit, qualify, or quantify the liabilities and obligations assumed by _____ under the Contract Documents, any other agreement with _____, or otherwise provided by law.
13. Any type of insurance or any increase in limits of liability not described above which the Authority requires for its own protection or on account of statue shall be its own responsibility and at its own expense.
14. The carrying of insurance shall in no way be interpreted as relieving _____ of any responsibility or liability under the contract.
15. Prior to the commencement of work or use of premises, _____ shall file Certificates of Insurance with The Philadelphia Parking Authority, which shall be subject to The Philadelphia Parking Authority's approval of adequacy of protection and the satisfactory character of the insurer. The Certificates of Insurance should be mailed within five days of receipt of these insurance requirements to The Philadelphia Parking Authority, 701 Market Street, Suite 5400, Philadelphia, PA 19106, regardless of when your work will start. Project description and Job Number must be shown on the Certificate of Insurance.

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

THE PHILADELPHIA PARKING AUTHORITY
INSURANCE AND INDEMNIFICATION REQUIREMENTS

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16. Failure of _____ to obtain and maintain the required insurance shall constitute a breach of contract and _____ will be liable to the Philadelphia Parking Authority for any and all cost, liabilities, damages, and penalties (including attorney's fees, court, and settlement expenses) resulting from such breach, unless the Philadelphia Parking Authority provides _____ with a written waiver of the specific insurance requirement.
17. None of the requirements contained herein as to the types, limits, or PPA's approval of insurance coverage to be maintained by _____ are intended to and shall not in any manner, limit, qualify, or quantify the liabilities and obligations assumed by _____ under the Contract Documents, any other agreement with the PPA, or otherwise provided by law.
18. _____ shall require all subcontractors (of every tier) to meet the same insurance criteria as required of _____. The subcontractor's insurance must name the PPA as additional insured. _____ shall maintain each subcontract's certificate of insurance on file and provide such information to the PPA for review upon request.
19. Failure of _____ to provide insurance as herein required or failure of PPA to require evidence of insurance or to notify _____ of any breach by _____ of the requirements of this Section shall not be deemed to be a waiver of any of the terms of the Contract Documents, nor shall they be deemed to be a waiver of the obligation of _____ to defend, indemnify, and hold harmless the indemnified parties as required herein. The obligation to procure and maintain any insurance required is a separate responsibility of _____ and independent of the duty to furnish a copy or certificate of such insurance policies.
20. _____ agrees to indemnify, hold harmless and defend The Philadelphia Parking Authority, The City of Philadelphia, The Commonwealth of Pennsylvania and their agents, employees, representatives, officers and directors (the "Indemnified Parties" individually and collectively) from and against any and all liability for loss, damage or expense for which the Indemnified Parties may be held liable by reason of injury (including death) to any person (including _____ employees/volunteers) or damage to any property of whatsoever kind or nature arising out of or in any manner connected with the activities of _____ whether or not due in whole or in part to any act, omission, or negligence of the Indemnified Parties or any of their agents, employees, representatives, officers, directors, stockholders, Subcontractors, third parties or parent, subsidiary and affiliated companies, whether known or unknown to The Philadelphia Parking Authority or _____. It is expressly understood and agreed that the indemnity contained in this paragraph covers claims by _____ employees / volunteers. It is further expressly agreed _____ assumes the fullest extent of all obligations to indemnify and defend all parties whom The Philadelphia Parking Authority is obligated to indemnify and defend in The Philadelphia Parking Authority's contract with others (whether or not such obligations may extend beyond those addressed in this Agreement.)