

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

Bid No. 25-22
8th and Ranstead Surface Lot Renovations
Addendum One

To: See Email Distribution List

From: Shannon Stewart
Manager of Contract Administration

Date: July 14, 2025

No Pages: 1

This addendum is issued on July 14, 2025, prior to the bid due date to add, delete, modify, clarify and/or to respond to questions submitted by eligible Bidders regarding the work included in the above referenced solicitation.

CHANGES TO THE BID DOCUMENTS

1. **Supplementary Conditions – Appendix 1 - Insurance Requirements:** The Insurance Requirements are attached as Appendix A of this addendum.
2. **Bid Drawings:** Please see Appendix B of this addendum for updated drawings. The file in the OneDrive has also been updated.
3. **Additional Information:** Per Philadelphia Streets Department's review comments, the Engineer had a meeting with SEPTA to coordinate the project with regards to SEPTA's existing infrastructure near the site. SEPTA is requiring the Contractor to submit a Right Of Entry application for the project and to coordinate with PATCO with regards to PATCO's existing infrastructure near the project.

QUESTIONS

1. **Question:** Is there only one conduit in need of replacement on this project? Could you provide the size of the conduit in need of replacement?

Response: You can assume a 1.5" conduit, Contractor to verify in the field.

2. **Question:** While reviewing the bid documents for Bid No. 25-22, I noticed that Appendix 1 – Insurance Requirements appears to be referenced but is not included in the package. Could you please confirm if that will be issued separately?

Response: Please see Appendix A of this addendum.

3. **Question:** Also, could you clarify the liquidated damages amount, as I did not see it specified in the contract documents?

Response: There is no set value for liquidated damages.

END OF ADDENDUM ONE

Bid No. 25-22 Addendum #1

Appendix A - Insurance Requirements

THE PHILADELPHIA PARKING AUTHORITY
BID NO. 25-22 8TH AND RANSTEAD SURFACE LOT RENOVATIONS
SUPPLEMENTARY CONDITIONS – APPENDIX 1
INSURANCE REQUIREMENTS

Prior to commencement of the contract and until completion of your work, **Contractor** shall, at its sole expense, maintain the following insurance on its 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 (PPA) Certificates of Insurance evidencing same. Coverage must be written on an “occurrence” basis (exception – professional 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): \$ 5,000

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

- c) Owner must be named as additional insured as shown in requirement #10.

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

- a) Coverage to include:

- i. All Owned, Hired and Non-Owned Vehicles
- ii. 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 #10.

4. Excess/Umbrella Liability Insurance: with a minimum acceptable limit of coverage of \$2,000,000 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 #10.

5. Pollution Liability: with minimum acceptable limits of \$2,000,000 per claim and aggregate. Contractor shall provide and maintain Contractors Pollution Liability insurance effective (retroactively, if applicable) from the date of commencement of the Work. Coverage shall include but not limited to

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sudden and accidental pollutant events, non-owned disposal sites (NODS), claims resulting from pollution incidents that occur during transportation, and claims as described below. Owner must be named as additional insured as shown in requirement #10.

- a) The Pollution Liability insurance shall cover the liability of all Additional Insured entities on a primary and non-contributory basis and provide a Waiver of Subrogation in favor of the Owner/GC where permitted by law.
 - b) The Pollution Liability insurance shall include coverage for on-site and off-site bodily injury and property damage to, or loss of use of property, directly or indirectly arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gas, waste materials or other irritants, contaminants or pollutants upon the land, the atmosphere or any water course or body of water, whether it be gradual or sudden and accidental, including no exclusion for mold, PCB's, lead or asbestos. The policy shall also include defense and clean-up costs.
 - c) Should any of the Work involve treatment, storage or disposal of hazardous wastes, Contractor shall furnish a certificate of insurance from the designated disposal facility establishing that the facility operator maintains current Environmental Liability insurance at limits required by Owner.
 - d) Contractor shall maintain Pollution Liability insurance on a continuous basis through the applicable statute of repose, following completion of the Work. If the controlling legal jurisdiction does not have any applicable statute of repose, the required coverage shall be maintained for the period of the applicable statute of limitations or for a period of ten (10) years, whichever duration is longest.
6. Contractor's Equipment: Insurance shall be maintained by Contractors protecting against loss of, or damage to, Contractor's owned, borrowed or rented equipment, tools, machinery, materials and supplies, including tools owned by Contractor's employees, as well as Contractor's work until final acceptance of the project.
7. Installation Floater: In the absence of a Builder's Risk Policy, subcontractor will maintain an Installation Floater policy with limits equal to or greater than the value of the specific project.
8. Deductibles or Self-Insured Retention's: Contractor is responsible to pay any and all deductibles and/or self-insured retentions that may apply to the required insurance.
9. 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
10. The Philadelphia Parking Authority, its agents, employees, representatives, officers and directors individually and collectively, shall be added as ADDITIONAL INSURED on the policies as noted above. Contractor'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.

It is agreed that Contractor's 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.

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11. Waiver of Rights of Recovery and Waiver of Rights of Subrogation:
 - a) Contractor 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 Contractor pursuant to this Contract.
 - b) Contractor 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 Contractor 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 Contractor.
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 Contractor of any responsibility or liability under the contract.
15. Prior to the commencement of work or use of premises, Contractor 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 Contractor 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 Contractor 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.
16. Failure of Contractor to obtain and maintain the required insurance shall constitute a breach of contract and Contractor 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 Contractor 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 Contractor are intended to and shall not in any manner, limit, qualify, or quantify the liabilities and obligations assumed by Contractor under the Contract Documents, any other agreement with the PPA, or otherwise provided by law.
18. If work involves subcontractors, Contractor shall require all subcontractors (of every tier) to meet the same insurance criteria as required of Contractor. The subcontractor's insurance must

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name the PPA as additional insured. Contractor shall maintain each subcontract's certificate of insurance on file and provide such information to the PPA for review upon request.

19. Failure of Contractor to provide insurance as herein required or failure of PPA to require evidence of insurance or to notify Contractor of any breach by Contractor 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 Contractor 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 Contractor and independent of the duty to furnish a copy or certificate of such insurance policies.

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Appendix B - Revised Drawings