HOME IMPROVEMENT PROGRAMS
REQUEST FOR QUALIFICATIONS
PHILADELPHIA HOUSING DEVELOPMENT CORPORATION
HOME IMPROVEMENT PROGRAMS
REQUEST FOR QUALIFICATIONS

I. INTRODUCTION

This Request for Qualifications (“RFQ”) provides interested contractors with the information required to prepare and submit qualifications for consideration by the Philadelphia Housing Development Corporation (“PHDC”) to satisfy the need for home rehabilitation services and accessibility modifications (collectively, “improvements”) to be provided to the homes of low-income households in Philadelphia. Improvements will be paid for by grants under the following programs (collectively, “Home Improvement Programs” or “HIP”):

- Basic Systems Repair Program (“BSRP”)
- Adaptive Modifications Program (“AMP”)
- Targeted Housing Preservation Programs (“THPP”)
- Low Income Home Energy Assistance Program (“CRISIS”)

Recipients of HIP grants will be the customers of the contractors selected to participate in the programs and the only remedies of all such homeowners for claims relating to any such improvements shall exclude any against PHDC and instead be limited to those against selected contractors that perform work in their homes under one or more of the programs, as well as any of their subcontractors, representatives, agents, directors, officers, partners or employees.

Contracts will be offered for 12-month periods with the option for two one-year renewals at PHDC’s discretion.

Typical Home Improvement Programs grant reimbursements for work performed by contractors range from $2,000 to $15,000 per property.

PHDC will select qualified contractors to perform work under HIP in the following trades:
- roofing
- plumbing
- carpentry
- general contracting (multiple trades)
- heating
- electric
- mechanical equipment (wheelchair lifts, elevators and stairway elevators)
- asbestos remediation
II. QUESTIONS

Contractors may submit questions regarding this RFQ to George.russell@phdc.phila.gov. Questions received by the 10th of each month and responses will be posted by the 15th of each month at https://phdcphila.org/developers-and-contractors/contractors/how-to-be-a-bsrp-or-amp-contractor/

III. ELIGIBLE SERVICES

PHDC’s HIP provides grants to pay for improvements in homes of income-eligible Philadelphia households. Requests for HIP grants come through PHDC’s HIP Hotline as well as direct referrals from community partners. PHDC staff inspects eligible properties to develop preliminary specifications. Work orders for eligible improvements are approved by PHDC and the grant recipients and issued to available selected contractors.

Different PHDC programs provide different levels of improvements. Contractors are expected to pay close attention to the work order(s) noting improvements ordered and to contact PHDC with any questions.

Contractors will be reimbursed by PHDC through HIP grants in accordance with the descriptions provided in the PHDC HIP Price List. An electronic copy of the most recent PHDC HIP Price List is available upon request. All work must comply with all applicable statutes, regulations and codes and homeowners will be limited to remedies against contractors that performed work at their homes, and any of their subcontractors, representatives, agents, directors, officers, partners or employees, for any noncompliance therewith.

IV. LEAD BASED PAINT

Department of Housing and Urban Development Title X regulations, in effect as law since September 15, 2000, as amended, have added demands to HIP and other federally funded programs with respect to lead dust control. All contractors participating in BSRP will be required to comply with such regulations and exercise appropriate care to contain dust, particularly wherever it is necessary to disturb paint. Homeowners will be limited to remedies against selected contractors that performed work in their homes, and any of their subcontractors, representatives, agents, directors, officers, partners or employees, for any noncompliance of such regulations or failure to exercise due care.

Additionally, all contractors selected to be reimbursed under HIP grants in all HIP programs shall possess a Lead-Safe Firm certification from the Environmental Protection Agency and shall have relevant jobs overseen by a certified Lead Renovator.
V. WORK PROCEDURES

A. PHDC inspects properties for eligible improvements and, if eligible, approves client grants under HIP. Each grant recipient must then approve and then sign off on the preliminary work scope. During the COVID-19 crisis, PHDC will assign contractors to eligible cases and PHDC will attend an inspection of the property by video conference to develop the work specifications for the job.

B. Approved work orders (Exhibit A) will be sent to contractors through PHDC’s Contractor Portal only. Each work order will have an expiration date and will include specification with the improvements detailed.

C. Contractors and their employees and subcontractors shall be respectful of residents and shall communicate in a professional manner. Under no circumstances shall a contractor or subcontractor show up at a house to work without an appointment. Careful attention shall be given to the health and safety of workers and residents and contractor shall follow Protocols for Working in PHDC Programs During COVID-19 Crisis (Exhibit B). Contractors shall contain dust while working and do a careful clean-up at the end of each work day. Contractors alone shall be responsible for reporting any hazardous conditions to PHDC and residents.

D. Contractors shall permit PHDC to inspect all buried piping while repairs are in process and before piping is covered. Contractors must inform PHDC one day prior to any hole re-covering to allow for the inspection to take place. Contractors alone shall be responsible for any defective or incomplete repairs involving any such piping, as well as any failure to identify any hazardous conditions related to the piping.

E. If based upon their expertise, contractors determine that change orders are necessary, contractors shall submit requests in accordance with the change order procedure attached as Exhibit C.

F. Until further notice, contractors will schedule an on-site inspection through the Contractor Portal for the last day of construction at each property. During this inspection, a video conference between PHDC inspector and contractor will serve as the final inspection where PHDC will determine whether work was completed in accordance with approved specifications and any change order(s). All work must be approved by PHDC and the grant recipient before final paperwork will be processed for payment.

G. Contractors will submit final paperwork through the Contractor Portal within five business days of completing work. Upon receipt of all required paperwork, PHDC will create a purchase order for payment to contractor. Typical payment is made within 30 days of receipt of all required paperwork.

H. Final documents submitted by contractors at completion of job must include:
i. Permits (plumbing, electrical, alteration, warm air, roofs (if rip off required)).
ii. Roof guarantee for roofs. Equipment guarantees for house and water heaters.
iii. House heater performance rating and specifications.
iv. Underwriter’s certification for electrical work must be submitted within 45 days of work completion and is required prior to release of payment.

I. Contractors, and any of their subcontractors, representatives, agents, directors, officers, partners or employees, shall be solely liable to clients and homeowners for any defective or incomplete work performed in their homes, as well as any failure to identify hazardous conditions associated with any such work.

VI. COMPENSATION

Unless otherwise noted, the contractor shall invoice using the PHDC HIP Price List in effect at the time the work order is issued. PHDC reserves the right to change or adjust the price list throughout the term of the contract as it deems necessary. All price changes will be clearly communicated to all contractors in writing as they occur. Electronic copies of the current price list are available upon request.

VII. WARRANTY

Contractor will warrant that all work, services and products, including, but not limited to, labor and installation, shall be free from defects in material and workmanship for a period of at least one year from the date of completion as noted in the Contractor Portal. Roof replacements shall be warranted to 10 years from the date of completion and mechanical equipment shall be warranted for three years from the date of completion.

Defective materials and workmanship claimed during the warranty period must be repaired or replaced if not reasonably repairable, at no cost to PHDC or the grant recipient. The repair or replacement of defects will be covered by contractor if notice is given within the warranty period.

VIII. SUBCONTRACTING

General contractors may not subcontract the administration of assigned work. All contractors must be active participants in the work assigned to them. Contractors who are assigned work shall be responsible for quality control and for the rapid response to all field questions and problems. Subcontractors shall not be relied on for this purpose. Failure to comply will result in termination of the contract.

Specific trade contractors may not subcontract assigned work in their specialty without written approval from PHDC.
Contractors who need to subcontract work must indicate all intended subcontractors in their RFQ response. Contractors are free to change or add subcontractors during the period of the contract, however, these changes must be documented with and approved in writing by PHDC along with submission of the new subcontractor licenses, contracts and insurance documents for approval.

Any work performed for the contractor by a subcontractor shall be pursuant to a written contract between the contractor and the subcontractor that requires the subcontractor to (i) comply with all terms and conditions in the contract between PHDC and the contractor, (ii) perform all work in accordance with the requirements of the contract between PHDC and the contractor and (iii) be paid by the contractor no later than thirty (30) days after receiving payment from PHDC for any work performed. The contractor shall promptly report all payment disputes with the subcontractor to PHDC.

All written contracts that a contractor enters into with subcontractors must identify the contractor and each subcontractor as “Contractor” and “Subcontractor” and contain the following language:

“Subcontractor acknowledges and agrees to assume, faithfully perform and comply with all requirements and obligations of Contractor under the terms and conditions of the contract between the Philadelphia Housing Development Corporation (“PHDC”) and Contractor, with said contract sections being incorporated and adopted herein by reference as though fully set forth herein, to the same extent required and as if Subcontractor, and not Contractor, was required to comply with said requirements and obligations under the contract between PHDC and Contractor.”

Failure to comply with all foregoing subcontractor requirements may result in the imposition of immediate sanctions, which include without limitation suspension or termination.

IX. SELECTION OF CONTRACTORS

The RFQ Review Committee will review all responses received. Responses will be reviewed and rated independently by two or more committee members. The Committee as a whole will make final contractor recommendations. Contractors may be recommended for one or multiple programs. The PHDC Contract Review Committee will review all recommendations made by the RFQ Review Committee before submitting recommendations to PHDC’s Board of Directors for approval.

A. EVALUATION CRITERIA

Once it is established that a contractor has met all threshold criteria, the contractor will be evaluated for contract award size. Evaluation will include:
i. Contractor’s demonstrated financial capacity to manage work with at least 60 days of cash flow, corresponding to the peak portion of the proposed production schedule.

ii. Contractor’s demonstrated production capacity (i.e., crew size, equipment, subcontractor performance and ability to perform the work proposed in conjunction with other expected business). Both the contractor’s response package to this RFQ and their past performance with PHDC HIP grants will be reviewed to help determine capacity questions. (New contractors are typically awarded relatively small contracts.)

iii. Contractor’s work quality, as judged by PHDC.

iv. The number of other contractors applying, or that previously applied, for contracts in the same trades who have been approved to provide services subject for reimbursement under program grants.

v. Funding for the various HIP grants made available to PHDC.

vi. Client demand for the various trades.

X. CONTRACT AWARD

PHDC intends to enter into contracts for HIP grant reimbursement with the contractor(s) recommended by the committees and approved by the Board of Directors.

The contract(s) resulting from this RFQ will be awarded to the qualified contractor(s) whose proposal(s) will be the most advantageous to PHDC and HIP grant recipients.

The selected contractor(s) will be required to execute a contract document prepared by PHDC. The General Terms and Conditions which will be a part of that document will include, but not be limited to:

- Administrative requirements
- Conflicts of interest
- Environmental requirements
- Liability indemnification in the event of damage claims

A copy of the General Terms and Conditions is available upon request.
XI. INSURANCE REQUIREMENTS

Minimum insurance requirements for the selected contractor(s) are shown on the sample insurance certificate attached hereto as Exhibit D. Before submitting a response to this RFQ, contractors should verify through their insurance carriers that they will be able to obtain the necessary insurance coverage, including, but not limited to, required completed operations, additional insured and primary and noncontributory endorsements, if selected. Contractors should not make changes to coverage to comply with PHDC requirements until notified of selection by PHDC.

Only sole proprietors and LLCs without employees, who are not required to purchase worker’s compensation insurance under Pennsylvania law, are excluded from carrying worker’s compensation coverage and must complete and submit any and all supporting documentation as requested. All other contractors will be required to carry worker’s compensation insurance. Contractors may not use subcontractors who do not carry all required insurance at the levels specified herein and name PHDC and the City of Philadelphia as additional insureds on all liability insurance policies except workers’ compensation and professional liability insurance.

PHDC and the City of Philadelphia must be named as additional insureds on all required liability insurance policies except workers’ compensation and professional liability insurance before contracts can be finalized. All policies will include contractual liability insurance as applicable to the contractor’s obligations hereunder. All general liability insurance must include coverage for completed operations. Certificates of Insurance showing the required coverages and naming PHDC and the City as the certificate holders must be submitted along with endorsements stating that the coverage afforded PHDC and the City is “primary and noncontributory” to any other coverage available before contracts can be executed.

XII. RESERVATION OF RIGHTS BY PHDC

PHDC, in its sole discretion, reserves the right to reject any and all responses to this RFQ and is not bound to adopt any proposal submitted in response to this RFQ that is contrary to its best interests.

PHDC reserves and may exercise the right to accept or reject any and all proposals and re-issue this RFQ at any time prior to execution of a final contract; issue a new RFQ with terms and conditions substantially different from those set forth herein; extend the time period for responding to this RFQ; or cancel this RFQ with or without another notice of RFQ. In addition, PHDC reserves and may exercise the following rights and options with respect to this selection process:

• Request supplementation, clarification, confirmation or modification to or of any information in the submission;
• Supplement, amend, substitute or otherwise modify this RFQ at any time prior to selection of one or more applicants for negotiation, and cancel this RFQ with or without issuing another RFQ;
• Request supplements to proposals based on the review of all proposals;
• Negotiate any aspect of the proposal;
• Conduct personal interviews with applicants to assess compliance with the selection criteria;
• Terminate any negotiations at any time;
• Accept or reject at any time prior to the execution of a contract, all submissions and/or withdraw this RFQ without notice;
• Expressly waive any defect or technicality in any proposal;
• Solicit new proposals;
• Rescind a selection prior to contract execution if PHDC determines in its sole discretion that the proposal does not conform to the specifications of this RFQ; and/or
• Rescind a selection prior to contract execution if PHDC determines that the specifications contained in this RFQ are not in conformity with law or that the process in selection of the applicant was not in conformity with law or with the legal obligations of PHDC.

By submitting a proposal in response to this RFQ, an applicant affirmatively indicates acceptance of the terms and conditions of this RFQ.

XIII. AMENDMENT

This Request for Qualifications may be changed, amended, augmented, or rescinded, in whole or in part, at the discretion of PHDC. Any amendment to this Request for Qualifications shall be distributed to all contractors who have provided contact information (including fax number and email address) to PHDC for this purpose.
SECTION 3 INCOME LIMITS

All residents of public housing developments of the Philadelphia Housing Authority qualify as Section 3 residents. Additionally, individuals residing in the City of Philadelphia who meet the income limits set forth below can also qualify for Section 3 status.

A picture identification card and proof of current residency is required.

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<thead>
<tr>
<th>Number in Household</th>
<th>Very Low Income</th>
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<tr>
<td>1 Individual</td>
<td>$33,850</td>
<td>$54,150</td>
</tr>
<tr>
<td>2 Individuals</td>
<td>$38,650</td>
<td>$61,850</td>
</tr>
<tr>
<td>3 Individuals</td>
<td>$43,500</td>
<td>$69,600</td>
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<tr>
<td>4 Individuals</td>
<td>$48,300</td>
<td>$77,300</td>
</tr>
<tr>
<td>5 Individuals</td>
<td>$52,200</td>
<td>$83,500</td>
</tr>
<tr>
<td>6 Individuals</td>
<td>$56,050</td>
<td>$89,700</td>
</tr>
<tr>
<td>7 Individuals</td>
<td>$59,900</td>
<td>$95,900</td>
</tr>
<tr>
<td>8 Individuals</td>
<td>$63,800</td>
<td>$102,050</td>
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Please be advised that this is the 2020 guideline. Eligibility Guidelines are updated every year and can be found on HUD’s website at [http://www.huduser.org/datasets/il.html](http://www.huduser.org/datasets/il.html)

Documentation

Acceptable documentation includes, but is not limited to the following:

- Proof of residency in a public housing development
- Evidence of participation in a HUD Youthbuild program operated in the metropolitan (or non-metropolitan county) where the Section 3 covered assistance is spent;
- Copy of Section 8 voucher or certificate
- Evidence of eligibility or participation in a federally assisted program for low- and very low- income persons (e.g. Jobs JTPA, Job Corps, etc.);
- Evidence that the individual resides in the Section 3 area and is a low- or very low- income person as defined in Section 3(b)(2) of the US Housing Act of 1937 (1937 Act);
- Other acceptable documentation to the Recipient.
## Trade Work Order

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<th>Spec Name</th>
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</table>
PHDC provides vital emergency repairs and accessibility modifications through its Home Improvement Programs ("HIP"). As we continue to operate under the local and state Stay at Home Order issued on March 22, 2020 because of the COVID-19 pandemic, we recognize that low-income households throughout the city are still in need of our services.

When the new Home Improvement Program Portal ("HIPPO") launches next week, we will once again be able to issue work to our contractors, approve change orders and process invoices while our staff continue to work remotely.

In preparation for this, we ask that you follow the local guidelines that can be found at https://www.phila.gov/2020-04-29-requirements-for-resuming-construction-activity-in-philadelphia/

In addition, we have attached the following documents which you might find helpful:

1. Guidelines issued by the General Building Contractor Association for job site protocols
2. COVID-19 Basic Infection Prevention Measures from the National Home Builders Association
3. A draft of COVID-19 Safety Preparedness Guide for Field Personnel. We are strongly encouraging and recommending that you use the suggested client screening questions in this document.
4. Copies of the most recent local and state orders regarding construction activity.

Finally, PHDC is requiring that you complete and sign the first section of the attached document and have the homeowner complete and sign the second section prior to any work being done in property. If client answers "yes" to any of the screening questions, or refuses to complete or sign the document, please inform them that the work will have to be rescheduled at a later date. A completed copy of this document must be submitted with your invoices.

As always, we appreciate your dedication to our clients and your patience as we work through these challenging issues.

If you have any questions, please contact me at George.Russell@phdc.phila.gov.
FOR THE CONTRACTOR:
- Contractor agrees to follow all local, state and federal guidelines regarding safe work practices for emergency repairs during the COVID-19 crisis.
- Contractor will require that all workers wear masks at all times while on site.
- Contractor will require social distancing of 6 feet or more between workers and between workers and occupants while they are working and while they are taking breaks.
- Contractor will provide every worker with regular access to handwashing stations, hand sanitizer and disinfectant wipes.
- Contractor will schedule regular handwashing breaks.
- Contractor will minimize sharing of tools between workers.
- Contractor will have frequently touched areas and tools cleaned and disinfected regularly.
- Contractor will work only during the hours of 7:00 AM and 5:00 PM, Monday through Friday.
- Contractor will have not more than four workers on site at a time.

CONTRACTOR SIGNATURE: ___________________________ DATE: ________________

FOR THE HOMEOWNER:
- Homeowner has requested that emergency work be completed at their property.
- Homeowner agrees that all household members shall remain at least six feet from workers at all times.
- Homeowner has answered "No" to the following screening questions:
  - Has anyone in the household tested positive for COVID-19? (If so, when?)
  - Has anyone in household been in contact with someone who has had a fever, cough or shortness of breath in the last two weeks?
  - In the last month, has anyone in household been in contact with someone who was confirmed or suspected to have COVID-19?
  - In the last month, has anyone in household traveled internationally or to an area with a known COVID-19 outbreak?
  - In the last month, has anyone in household been in close contact with anyone who has traveled internationally or to an area with a known COVID-19 outbreak?
  - Has anyone in the household been within 6 feet of a person with a lab confirmed case of COVID-19 for at least 5 minutes, or had direct contact with their mucus or saliva, in the past 14 days?
  - In the last 48 hours, has anyone in household had any of the following symptoms? Fever, new cough, new trouble breathing, shortness of breath or severe wheezing, new chills, new muscle aches, sore throat, diarrhea, new loss of smell, taste or change in taste?

HOMEOWNER SIGNATURE: ___________________________ DATE: ________________
EXHIBIT C  
Home Improvement Programs  
CHANGE ORDER POLICY

1. Change orders are submitted by the contractor, relying on his/her/its experience and expertise, to alter the original work order specifications prepared by PHDC for changes necessary to address the work ordered by PDHC.

2. All change orders must be authorized by PHDC prior to performing work. The contractor will not receive payment for unauthorized work and, in most cases, will not receive authorization after completing work.

3. The only exceptions to point # 2 are when the changes are required for the immediate health and safety of the client, or the changes are required by code. Even under these emergency conditions, the contractor must first obtain verbal or email approval from a PHDC assistant manager, field supervisor or director and must submit a change order request the same day. The change order must indicate that verbal or email approval was obtained prior to change order being submitted and who gave the approval.

4. The contractor shall submit change order requests in the Contractor Portal. Requests must include the correct specification number (from the current Home Improvement Program Work Item Price List) and requested quantity.

5. PHDC will make every attempt to responding to all change order requests within three business days, unless a fund-limit waiver is required. PHDC will strive to respond within one business day. Contractors will receive notice of response to change orders by email.

6. PHDC may authorize small and/or simple change orders without site visits. However, as part of PHDC’s responsibility to control costs and limit work to items prescribed by the program design, PHDC reserves the right to visit every site.

7. PHDC Inspectors have the right to deny contractor change order requests. Contractors have the right to appeal Inspector denials. Appeals should be addressed to the Inspector’s immediate Supervisor. In such cases the Supervisor and the Inspector will consult, and possibly visit the site together. The contractor may also attend. Supervisors have the authority to resolve differences between inspectors and contractors. PHDC will, again, strive to follow the guidelines of response, as explained in point # 3.

8. Change order approvals are only valid when approved by a PHDC Field Supervisor or Assistant Manager. Field Supervisor reviews are to determine the change order request is within the scope of the original work order and the case is within budget to assure sufficient fund balance in the client grant.
This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by the policies below. This certificate of insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder.

Important: If the certificate holder is an additional insured, the policy(ies) must have additional insured provisions or be endorsed. If subrogation is waived, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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<td>E-MAIL ADDRESS:</td>
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<td>INSURER(S) AFFORDING COVERAGE</td>
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<td>CONTRACTOR</td>
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**Coversages**

**Certificate Number:**

**Revision Number:**

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

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**Automobile Liability**

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**Workers Compensation and Employers Liability**

Any proprietor/partner/executive officer/member excluded?

If yes, describe under “Description of Operations” below

**Description of Operations / Locations / Vehicles**

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**Certification Holder**

Philadelphia Housing Development Corporation, the City of Philadelphia, and their respective directors, officers, employees, and agents are listed as additional insureds under the commercial general liability, including completed operations, and automobile liability insurance policies, with coverage for these additional insureds being primary and non-contributory as required by insured’s contract with Philadelphia Housing Development Corporation.

**Cancellation**

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

**Authorized Representative**

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