

REQUEST FOR PROPOSALS

1425-1443 NORTH AMERICAN STREET
AMERICAN STREET INDUSTRIAL CORRIDOR
URBAN RENEWAL AREA
PHILADELPHIA, PENNSYLVANIA 19122

JULY 11, 2008

REDEVELOPMENT AUTHORITY
OF THE CITY OF PHILADELPHIA

NOTICE OF INTEREST
1424-1443 NORTH AMERICAN STREET – RFP

The purpose of the Notice is to request information on the **1425-1443 North American Street** Request for Proposals. After **3:00 PM, August 7, 2008**, any notices of information such as deadline changes, questions and answers, documents, and other important communications will only be sent to individuals and organizations that have submitted this Notice of Interest. Submitting this Notice does not bind the one submitting it to respond to the **1425-1443 North American Street** Request for Proposals. Please submit the following information to the attention of:

Robert M. LaBrum
Redevelopment Authority
1234 Market Street, 16th Floor
Philadelphia, PA 19107
Fax No. 215-854-6532

Please see the City of Philadelphia's website, www.philagov/rfp, for copies of the RFP, and its exhibits and attachments.

Your information:

Authorized
Representative: _____

Organization: _____

Address: _____

Telephone: _____

Fax: _____

E-mail: _____

TABLE OF CONTENTS

I.	INTRODUCTION.....	1
II.	SUMMARY DATA.....	1
III.	OBTAINING PROPOSAL MATERIALS.....	1
IV.	PRE-SUBMISSION CONFERENCE	2
V.	SUBMISSION DEADLINE	2
VI.	STRUCTURE OF THE TRANSACTION.....	2
VII.	SUBMISSION REQUIREMENTS.....	3
VIII.	SUBMISSION OF PROPOSALS	10
IX.	THRESHOLD REVIEW.....	10
X.	EVALUATION OF PROPOSALS	10
XI.	RESERVATION OF RIGHTS	11
XII.	SELECTION OF DEVELOPER.....	12
XIII.	REDEVELOPMENT AUTHORITY DISPOSITION PROCESS	13
XIV.	EVENTS OF DISQUALIFICATION OR DEFAULT.....	13
XV.	SUMMARY OF THE KEY DATES AND EVENTS OF THE RFP PROCESS FOR THE PARCEL.....	14
XVI.	LIST OF ATTACHMENTS.....	15

REQUEST FOR PROPOSALS

1425-1443 NORTH AMERICAN STREET

I. INTRODUCTION

The Redevelopment Authority of the City of Philadelphia "RDA" invites competitive proposals from interested parties for the purchase and development of **1425-1443 North American Street** ("Parcel"), more fully identified in the attached legal description and plot plan marked as Attachments A & B.

1425-1443 North American Street is a vacant lot located in the **American Street Industrial Corridor Urban Renewal Urban Renewal Area**.

The proposed development should be in accordance with the **American Street Industrial Corridor Urban Renewal Plan** (Attachment C).

Proposals will be reviewed to determine the most responsive development offer in accordance with the selection criteria outlined in Section X of this Request for Proposals "RFP".

II. SUMMARY DATA

- Parcel: 1425-1443 North American Street (Disposition Parcel No. 16)
- Area of Site: 10,829 square feet (0.2485 acres)
- Zoning Classification: G-2

III. OBTAINING PROPOSAL MATERIALS

Proposal materials may be picked up at the "RDA", 1234 Market Street, 16th Floor, Philadelphia, PA 19107. Additionally, the "RFP" will be posted online at <http://www.phila.gov/rfp>. The attached Notice of Interest form must be returned to the "RDA" by **September 12, 2008 at 3:00 PM**. Any notices of information such as deadline changes, question and answer documents, and other important communications will only be sent to individuals and organizations that have submitted this Notice of Interest. Submitting this Notice does not bind the one submitting it to respond to the "RFP". Please submit the Notice of Interest form to Robert LaBrum, Project Manager, "RDA" at 1234 Market Street, 16th Floor, Philadelphia, PA 19107, or faxed to his attention at 215/854-6532. Should a developer fax the Notice of Interest, the developer must confirm receipt of the fax with Robert LaBrum by calling 215/209-8763.

IV. PRE-SUBMISSION CONFERENCE

A pre-submission conference will be held on **August 7, 2008 at 10:00 AM** in the “RDA” boardroom, 1234 Market Street, 16th Floor, Philadelphia, PA 19107 to review this “RFP” and explain the process. Questions will be entertained at the conference. Interested parties are urged to attend this conference.

Subsequent to the conference, substantive questions relative to the preparation of the proposal should be directed in writing to Robert LaBrum, Project Manager, “RDA” at 1234 Market Street, 16th Floor, Philadelphia, PA 19107, or faxed to his attention at 215/854-6532. Should a developer fax a question, the developer must confirm receipt of the fax with Robert LaBrum by calling 215/209-8763. Responses will be provided in writing and issued to all parties who returned the Notice of Interest form. Questions of clarification, only, may be requested orally. All such questions should be directed to Robert LaBrum at 215/209-8763.

V. SUBMISSION DEADLINE

All proposals, including a good faith deposit in the amount of **\$10,000** in the form described in Section VII.A.3 below, must be submitted on or before **3:00 PM on September 12, 2008**. All submissions must be addressed to the attention of Robert LaBrum, Project Manager, “RDA”, 1234 Market Street, 16th Floor, Philadelphia, PA 19107.

VI. STRUCTURE OF THE TRANSACTION

The “RDA” is currently the legal title holder of the Parcel, and intends to convey the Parcel to the selected developer pursuant to a Redevelopment Agreement (substantially in the form included in Attachment D) within a timeframe specified by the “RDA”.

Upon notification of selection, the developer will have **30 days** to negotiate and execute the Redevelopment Agreement. At the time that the developer executes the Redevelopment Agreement, the \$10,000 good faith deposit will be credited toward the security completion deposit, and the developer will be required to submit the remainder, totaling 10% of the purchase price, in the form of cash or an irrevocable and unconditional letter of credit from a reputable financial institution in favor of the “RDA”. The selection will then be formally submitted to the “RDA” Board for approval. Upon “RDA” Board approval, City Planning Commission approval will be sought. Approval by City Council will be sought upon approval by the City Planning Commission. The “RDA” agrees that it will execute the Redevelopment Agreement within ten (10) business days of City Council’s approval of the appropriate resolution.

If City Council does not approve the resolution necessary for the “RDA” to enter into the Redevelopment Agreement within 120 days of submission of the resolution to City Council, then the developer or the “RDA” may elect to terminate the Redevelopment Agreement and all deposit money will be repaid, with no further liability or obligation of either party.

The selected developer will have **3 months** from the date the “RDA” executes the Redevelopment Agreement to close on the Parcel. In the event the developer cannot secure necessary zoning approvals prior to closing, the developer may:

- 1) elect to withdraw from the project, in which case the “RDA” will return the deposit; or

2) purchase one 30-day extension for 1.5% of the sales price (non-refundable).

Commencement of construction is expected within **3 months** of closing.

Construction may require prevailing wage as part of this Redevelopment Agreement.

The “RDA” does not intend to perform any demolition work. Any necessary demolition work will be the sole responsibility of the selected developer and should be included in the Development Cost Form (Attachment E).

The “RDA” makes no warranties as to the environmental condition of the Parcel. Any necessary environmental remediation will be the sole responsibility of the selected respondent and should be included in the Development Cost Form (Attachment E).

The “RDA” makes no warranties as to the location, capacity, and condition of utility services to the Parcel. Any replacements, repairs, modifications, or upgrades to existing utility services or installation of new equipment or facilities (both on and off the Parcel) will be the sole responsibility of the selected developer.

VII. SUBMISSION REQUIREMENTS

All submitted proposals must contain an original of all materials required by this “RFP”. An additional six (6) copies of the proposal should also be submitted with the original. The submission must contain the substantive information described below and conform to the following format:

A. Letter

A letter dated and signed by a responsible party on behalf of the developer which contains the following statements and is addressed to:

Redevelopment Authority of the City of Philadelphia
1234 Market Street, 16th Floor
Philadelphia, PA 19107

1. A statement identifying the legal entity submitting the proposal, the person designated to deal with the “RDA”, and the architect.
2. A statement indicating the developer’s proposed purchase price.
3. A statement indicating that a good faith deposit is attached to the proposal. A check or an irrevocable and unconditional letter of credit from a reputable financial institution in favor of the Redevelopment Authority of the City of Philadelphia in the amount of **\$10,000** must be attached to the cover letter of the original proposal, as the developer’s good faith deposit.
4. A statement describing the proposed development, including the nature, overall size, individual components, any phasing, security, management, quality of development, the proposed land uses, and proposed end users.
5. A statement indicating an estimated date of settlement and including an estimate of the anticipated construction schedule for the proposed development, including predevelopment

items (zoning, site plan approvals, financing commitments, etc.), construction start and completion dates, and occupancy.

6. A statement that the developer agrees to meet all requirements of the “RDA” and all federal, state and local laws, rules, regulations and conditions pertaining to the proposed development.
7. A statement that the developer agrees to execute a Redevelopment Agreement as discussed in Section VI above, substantially in the form included as Attachment D within a timeframe specified by the “RDA”. Failure to timely sign the Redevelopment Agreement will be considered an event of non-performance and will cause the forfeiture of the good faith deposit. Willingness to enter into a Redevelopment Agreement with the “RDA” is a mandatory condition of the sale. Specific exceptions and all proposed comments or revisions to the Redevelopment Agreement must be listed. These exceptions will serve as the sole basis for negotiating the Redevelopment Agreement. Please note that careful consideration should be given to any exceptions, comments, or revisions, and that any proposed exceptions, comments, or revisions must be consistent with the legal requirements of the Redevelopment Agreement.
8. A statement indicating the proposed percentage participation of minority-owned businesses and a proposed percentage participation of women-owned businesses in the development of the project. The developer should also identify potential minority- and women-owned business interest in the ownership of the development entity and the developed project, as set forth in Attachment K.
9. A statement that the developer will comply with the Section 3 Certification Requirements as set forth in Attachment I.
10. A statement that the developer will comply with the terms of the “RDA’s” Fine Arts Policy and Procedures Statement, dated April 18, 1984, as set forth in Attachment L.

B. Completed Forms

In order to be considered a complete submission, the proposal must contain the forms listed below. The forms must be completed, executed, and where appropriate, notarized:

1. Redevelopment Cost Form – Attachment E
2. Certification of Accuracy – Attachment F
3. Redeveloper’s Statement of Qualifications and Financial Responsibility – Attachment G
4. Redeveloper’s Statement for Public Disclosure – Attachment H
5. Section 3 Certification – I(a)
6. Contractor’s Certification of Compliance (if contractor is known) – I(b)
7. Contractor’s Section 3 Affirmative Action Plan (if contractor is known) – I(c)
8. Workforce Needs/Manpower Utilization (if contractor is known) – I(d)
9. Solicitation and Commitment Form (if contractor is known) – I(e)

10. Philadelphia Tax Status and Clearance – Attachment J
11. Economic Opportunity Policy and Requirements/Developer's Overall Project Goals — Attachment K
12. "RDA's" Fine Arts Policy and Procedures Statement –Attachment L

All questions presented on these forms must be addressed. If the answer is "None" or "Not Applicable", please so indicate.

Please check your package upon receipt to assure that these forms have been included. If any are missing, notify Robert LaBrum at 215/209-8763 and the missing form(s) will be provided. THESE FORMS MUST BE COMPLETED AND INCLUDED IN YOUR PROPOSAL FOR THE PROPOSAL TO COMPLY WITH THE SUBMISSION REQUIREMENTS OF THIS RFP AND TO BE CONSIDERED BY THE "RDA".

C. Redevelopment Financing

The proposal should contain a clear narrative description of the method of financing the development, verified in the manner described below.

It cannot be overemphasized that it is the developer's responsibility to document its financial capability to undertake and complete the project. In situations where there is doubt about the liquidity of assets shown in support of the proposed development, approval may be withheld or denied. The "RDA" reserves the right to make such inquiries and request additional information as necessary to confirm the availability and liquidity of financial assets indicated as resources for the proposed development.

1. **Cash/Liquid Assets:** Where the financing plan calls for an equity contribution by the developer, the assets must be in cash or its equivalent.
 - a. *Business Assets:* The availability of business assets must be verified by a certified financial statement with a certified public accountant's statement. If a certified financial statement is submitted and the date of the statement precedes the date of the proposal submission by more than six months, an interim balance sheet not more than 60 days old should be attached.
 - b. *Personal Assets:* If the developer intends to use cash currently held in personal savings or checking accounts, these accounts must be verified with the bank. The "RDA" reserves the right to verify any personal assets identified by the developer for use in financing this development.
 - c. *Conversion of Securities:* If the developer proposes to convert personal holdings in securities to cash to finance the development, the holdings must be listed, and the number of shares verified, i.e., a statement of positions held by a brokerage house. It should be emphasized that the securities must be marketable and subject to verification, which as a practical matter is limited to "listed securities." Unlisted securities or stock of closely-held corporations are not acceptable.
2. **Mortgage Financing:** The "RDA" understands that most financial institutions will not issue a binding commitment until a developer has site control. For the purposes of this "RFP", the developer must submit a letter of intent from a financial institution. The letter should indicate

that the lender has reviewed the proposal, and that subject to approval of final plans, the lender is willing to participate up to a maximum dollar amount (which should be specified), or percentage of the total development costs. The letter should clearly indicate the commitment is predicated on total development costs, in other words the combined cost of land and improvement work to be done as shown in the completed "Redevelopment Cost" form in Attachment E.

3. **Construction Loans:** A letter of intent, similar to the letter outlined above in the Mortgage Financing section should be secured from the construction lender. This letter must also contain an indication that the lender has reviewed the proposal and is willing to favorably consider a loan up to a specified dollar amount or percentage of the total development cost as shown in the "Redevelopment Cost" form in Attachment E.
4. **Loans from Other than Recognized Financial Institutions:** If the developer proposes to secure a loan from a source other than a recognized financial institution, the intent and financial ability of the party making the loan must be verified. The party making the loan must also submit a letter of intent indicating the amount s/he will lend and the date s/he will do so. His or her source of funds must be verified as set forth above in Section VII.C.1 (Cash/Liquid Assets).
5. **Public Funding/Grants:** If the developer proposes to utilize public funding or grants in financing the development, verification from the body making such funding or grants available must be submitted. It shall be the "RDA's" prerogative to request additional information/verification for public funding or grants.

D. Experience of the Developer

To be considered under this "RFP", the controlling entity of the development team must have experience with at least three projects over the last five years substantially equal in size to the development proposed at **1425-1443 North American Street**. The Redeveloper's Statement of Qualifications and Financial Responsibility and the Redeveloper's Statement for Public Disclosure (Attachments G and H, respectively) document the developer's experience in the real estate development field. In this section of the proposal, the developer may elaborate on experience, provide brochures, etc., on other projects, and detail the accomplishments of other development team members.

E. Economic and Social Impact

This section of the proposal should contain a narrative indicating the economic and social impact of the proposed development on the neighborhood and the City. Items to be included are:

1. Redevelopment

- a. Amount of floor space proposed by use (warehouse, industrial, office, parking, etc.);
- b. Proposed rentals per square foot of floor space or monthly parking charges;
- c. Proposed end users of commercial space;
- d. Public amenities (sitting areas, landscaping, etc.);

- e. Number and type of employment opportunities that will be created by the development (do not include employment opportunities created by tenants or purchasers of condominium space);
 - 1. During construction;
 - 2. After construction;
- f. Estimated real estate taxes.

F. Redevelopment Team Description

- 1. Redevelopment Team—The proposal must contain a complete description of the development team for the project, including architect, engineer, and general contractor, if known. A detailed description of the organization, corporation, partnership, limited liability company, business association, or joint venture that indicates the jurisdiction under whose laws the organization is formed or will be formed should also be included. The submission must include a copy of the certificate of incorporation, articles of organization, certificate of partnership, and other relevant organizational documents, if the organization has been formed. Please be advised that no changes to the development team will be permitted without prior written consent by “RDA”.
- 2. Financial Participants—Identify all principals, partners, members, or co-venturers who will participate or have a financial interest in the proposed development, whether active or passive, and the nature and percentage share of each participant’s interest in the project. Please be advised that no changes to the financial participants will be permitted without prior written consent by “RDA”.

G. Architectural Submissions

Architectural submissions are divided into the following two parts:

- 1. **Written material:** A narrative describing the character of the proposed development and its conformance with the permitted uses, restrictions and controls indicated in the **American Street Industrial Corridor Urban Renewal Plan** (Attachment C) as well as applicable zoning regulations. Any proposed amendments to the Urban Renewal Plan must be clearly identified. A detailed analysis of proposed zoning variances must also be included. The extent of the Urban Renewal Plan amendments and zoning variances being proposed will be considered a factor in review of proposals. The “RDA” shall cooperate with the developer in a reasonable manner in connection with applications for required approvals, however it makes no warranties regarding the receipt of necessary approvals.
- 2. **Plans:** 11” x 17” architectural plans, prepared by a registered architect, must be supplied in this section of the Proposal. Each set of plans should include at a minimum the following:
 - a. *Site Plan (Scale – 1”=50’)*
 - 1. Dimensions of property lines, locations and dimensions of buildings and gross floor area ratio;
 - 2. Locations of walls, building ingress/egress, fences, sidewalks, curb cuts, catch basins, type of paving, landscaping, lighting, and loading spaces must all be indicated;

3. Relationships among the existing buildings, traffic circulation, and off-street parking areas;
 4. Dimensions of front, side, and rear setbacks, if applicable;
 5. The scale in graphic form should be indicated in or above the title block.
- b. Floor Plans (Scale as Appropriate)*
1. Plans of all floors, including basement. In multi-story buildings, a typical floor plan may be submitted as long as it accurately represents all floor layouts;
 2. Identify rooms and provide dimensions.
- c. Building Sections where appropriate (Scale as Appropriate)*
- d. Elevations (Scale as Appropriate)*
1. Show principal elevations, indicate materials;
 2. Provide height of building(s) from average grade.
- e. Plan of typical apartment unit, if proposed (Scale as Appropriate)*
- f. Massing Sketch*
- g. Outline specifications should be submitted with the plans (Scale as Appropriate)*
- h. Other*

In addition to the minimum requirements for architectural submissions, which are outlined above, developers may elect to submit items such as models, artist renderings, etc.

Developers should be aware that the “RDA” assumes no obligation for the preservation of plans, models, or artist renderings. Models and renderings will be returned, upon written request to the “RDA”, after the selection of a developer.

3. Infrastructure: Describe in narrative and illustrate on a plan the proposed infrastructure improvements, including but not limited to vehicular and pedestrian circulation, parking, utilities, environmental systems, site lighting, landscaping, and view corridors from the Parcel.

4. Off-Site Improvements: Explain the nature, scale and likely cost of any off-site improvements, including traffic and street views, that may be required to accommodate the proposed development. If these off-site improvements will not be performed by the selected developer, include any assumptions made concerning the parties that will fund and complete the proposed improvements. Please note, that the “RDA” has not made, nor will make, any commitments to provide or assist the selected developer in securing public financial resources to complete any off-site improvements required to develop the Parcel.

H. Non-Discrimination Policy

The “RDA” Non-Discrimination Policy is outlined in Attachment I. In this section of the proposal, the developer should indicate the proposed percentage participation of minority-owned businesses and the proposed percentage participation of women-owned businesses in the development of the project. The developer should also identify potential MBE/WBE interest in the ownership of the development entity and the developed project.

I. Additional Information

Any additional forms and/or information either required by the “RDA” or deemed useful by the developer should be contained in this section of the proposal.

VIII. SUBMISSION OF PROPOSALS

Proposals may be submitted any time prior to **3:00 PM on September 12, 2008** to:

Redevelopment Authority of the City of Philadelphia
1234 Market Street, 16th Floor
Philadelphia, PA 19107
Attention: Robert LaBrum

Proposals received after the **3:00 PM deadline on September 12, 2008** will not be considered. The full responsibility for the timely submission of proposals rests with the prospective developer. The deadline is firm. No extensions will be granted and no excuses will be accepted. Proposals that are not accompanied by the good faith deposit, as described in Sections VII.A.3, will be rejected at the time of opening.

IX. THRESHOLD REVIEW

The “RDA” will initially review the proposals to determine compliance with the Requirements for Proposals listed in Section VII. Only proposals that comply with these requirements will be considered for evaluation. If no proposal meets these requirements, the “RDA” may allow all developers to supplement their submissions to conform to these requirements.

X. EVALUATION OF PROPOSALS

Proposals deemed satisfactory pursuant to Section IX will be evaluated by a Proposal Review Team comprised of staff from the **RDA, the Commerce Department, Philadelphia Industrial Development Corporation and the Philadelphia City Planning Commission**. It is anticipated that this process will take approximately **four (4)** weeks to complete. Proposals deemed satisfactory pursuant to Section IX will be evaluated in their entirety – i.e., no one factor, but rather that combination of all of the following factors which best satisfies the City of Philadelphia’s interest will determine the successful developer. Final selection is subject to approval by the “RDA” Board of Directors, the City Planning Commission, as well as by a resolution of City Council.

Assessment Factors

A. Price

Added consideration will be given to proposals that exceed the required minimum purchase price. However, proposals will be evaluated in conjunction with the other factors listed below.

B. Design

Proposals will be evaluated on the following basis:

1. Conformity with permitted uses;
2. Conformity with the **American Street Industrial Corridor Urban Renewal Plan**;
3. Relationship to surrounding buildings;
4. Enhancement of the neighborhood;
5. Overall urban design quality.

C. Financial Capability

Financial Capability will be evaluated in conjunction with other factors. Developers are advised to indicate how they propose to finance the total development cost as shown on the "Redevelopment Cost Form" in Attachment E and support the indicated financial resources with the verification outlined in this invitation.

Financial capability is of major significance in the evaluation of proposals. Prospective developers are urged to recognize the importance of this element.

D. Economic and Social Impact

Additions to the economic vitality of the City in the form of increased job opportunities, tax rates, and construction activity will be considered in the evaluation, as will the impact and contribution of the quality of life and social fabric of the City.

E. Experience

To be considered under this "RFP", the controlling entity of the development team must have experience with at least three projects over the last five years substantially equal in size to the development proposed at **1425-1443 North American Street**.

F. Project Timetable

The expeditious start and completion of the proposed development will be considered in the evaluation.

G. Female and Minority Involvement

Female and minority involvement in ownership and all other aspects of the development will be a factor in the evaluation.

H. Experience with City Agencies

The previous track record of the developer with the "RDA", or any of its related agencies will receive consideration.

XI. RESERVATION OF RIGHTS

The "RDA" reserves and may exercise the following rights and options with respect to this selection process:

- to request one or more of the developers to provide additional material, clarification, confirmation or modification of any information in the submission;
- to supplement, amend, substitute or otherwise modify this RFP any time prior to selection of one or more developers for negotiation, and to cancel this RFP with or without issuing another RFP;
- to request that one or more of the developers supplement proposals based on the review of all proposals;
- to negotiate with one or more of the developers concerning any aspect of the proposal, including price;
- to terminate any negotiations at any time;
- to accept or reject at any time prior to the execution of the Redevelopment Agreement, all submissions and/or to withdraw the RFP without notice;
- to expressly waive any defect or technicality in any proposal;
- to solicit new proposals;
- to rescind a selection prior to execution of the Redevelopment Agreement if the "RDA" determines in its sole discretion that the proposal does not conform to the specifications of this "RFP";
- to rescind a selection prior to execution of the Redevelopment Agreement if the "RDA" determines that the specifications contained in this "RFP" are not in conformity with law or that the process in selection of the developer was not in conformity with law or with the legal obligations of the "RDA".

By submitting a proposal in response to this "RFP", a developer affirmatively indicates their acceptance of the terms and conditions of this "RFP".

XII. SELECTION OF DEVELOPER

It should be noted that the disclosure statements and other documentation submitted as part of the Proposal to the "RDA" are the most important source of information upon which the "RDA" may base its selection and approval of a developer. Accordingly, any substantive misstatement or omission in any such disclosure statement or documentation shall be sufficient for the "RDA" to reject the proposal.

Upon completion of the review and evaluation, the "RDA" will recommend a course of action to the "RDA" Board of Directors. The "RDA" shall make the final decision with respect to development

proposals and shall notify all those who submitted proposals of the results and return good faith deposits to unsuccessful parties.

After selection and execution of the Redevelopment Agreement by the successful developer, the "RDA" will seek the additional approvals, including the approval of a resolution by City Council, necessary for the "RDA" to sign the Agreement.

XIII. REDEVELOPMENT AUTHORITY DISPOSITION PROCESS

The following is a general sequence of events in this approval process after the Proposal Review Team reviews the proposals and a developer's proposal is selected.

1. Signing of the Redevelopment Agreement by the developer. At this time the good faith deposit submitted with the proposal is credited toward the security deposit for construction of the improvements in accordance with the Redevelopment Agreement;
2. "RDA" Board approval of the Redevelopment Agreement;
3. Philadelphia City Planning Commission approval;
4. Philadelphia City Council approval;
5. Mayor signs City Council Resolution;
6. Execution of the Redevelopment Agreement by the "RDA";
8. Settlement;
9. Initiation of the "RDA" Fine Arts Process. The Fine Arts Committee will direct selection of an artist, development of ideas and creation of a budget for the installation of an appropriate work of Fine Arts in accordance with the Fine Arts Policy and Procedures (Attachment L);
10. Pre-construction conference;
11. Construction period;
12. Review of the completed development by the "RDA" to determine compliance with the Redevelopment Agreement. If the development is found to be in compliance with the Redevelopment Agreement, a Certificate of Completion is issued by the "RDA" and the security deposit is returned.

The developer shall be responsible for securing all necessary permits, licenses, approvals, or variances and is obligated to pay all costs involved in securing such permits, licenses, approvals, and variances to comply with the development controls, City Codes, and the approved design development and construction drawings.

XIV. EVENTS OF DISQUALIFICATION OR DEFAULT

A. Events of Disqualification or Default

Subsequent to the selection of a developer by the “RDA”, the “RDA” may treat any of the following as an event of disqualification or default:

1. Unilateral withdrawal by the selected developer;
2. Failure to proceed substantially in accordance with the proposal as submitted;
3. Failure by the developer for any reason whatsoever to timely execute the Redevelopment Agreement when tendered;
4. Material misrepresentation, omission, or inaccuracy contained in any document submitted either as part of the “RFP”, or subsequent thereto. For the purposes of this section, the “RDA” places particular importance on the information required by the Redeveloper’s Statement of Qualifications and Financial Responsibility and the Redeveloper’s Statement for Public Disclosure;
5. Failure to provide in a timely manner the additional material required after selection throughout the “RDA” disposition process, as described in Section XIII of this proposal;

B. Remedies

Upon the happening of an Event of Disqualification or Default by a selected developer, the “RDA” shall have the right, at its election, to:

1. Rescind its selection of the developer; or
2. Declare null and void an Agreement which may already have been executed; and/or
3. Retain the Good Faith Deposit/Security Deposit as liquidated damages.

**XV. SUMMARY OF THE KEY DATES AND EVENTS OF THE RFP
PROCESS FOR THE PARCEL**

EVENT	DAY & DATE
<ul style="list-style-type: none"> • RFP Issued 	July 11, 2008
<ul style="list-style-type: none"> • Pre-Submission Conference 	August 7, 2008 (10:00 AM)
<ul style="list-style-type: none"> • Notice of Interest Due 	August 7, 2008 (3:00 PM)
<ul style="list-style-type: none"> • Deadline for Receipt of All Proposals 	September 12, 2008 (3:00 PM)
<ul style="list-style-type: none"> • Notification of Selection 	October 10, 2008
<ul style="list-style-type: none"> • RDA Board Selection 	November 2008
<ul style="list-style-type: none"> • CITY PLANNING COMMISSION APPROVAL 	December 2008
<ul style="list-style-type: none"> • CITY COUNCIL APPROVAL 	December 2008
<ul style="list-style-type: none"> • Closing: (3 months after the delivery to the Developer of an executed copy of the Redevelopment Agreement) 	March 2009
<ul style="list-style-type: none"> • BEGIN CONSTRUCTION (3 MONTHS FROM CLOSING) 	June 2009

XVI. LIST OF ATTACHMENTS

- A - Legal Description
- B - Plot Plan
- C - **American Street Industrial Corridor Urban Renewal Plan**
- D - Form of Redevelopment Agreement
- E - Development Cost Form
- F - Certification for Accuracy
- G - Developer's Statement of Qualifications and Financial Responsibility
- H - Developer's Statement for Public Disclosure
- I(a) - Section 3 Certification
- I(b) - Contractor's Certification of Compliance (if contractor is known)
- I(c) - Contractor's Section 3 Affirmative Action Plan (if contractor is known)
- I(d) - Workforce Needs/Manpower Utilization (if contractor is known)
- I(e) - Solicitation and Commitment Form (if contractor is known)
- J - Tax Status Certification
- K - Economic Opportunity Policy and Requirements/Developer's Overall Project Goals
- L - Fine Arts Program: Policies & Procedures

ATTACHMENT "A"
LEGAL DESCRIPTION

AMERICAN STREET INDUSTRIAL CORRIDOR URA
DISPOSITION PARCEL No. 16

ALL THAT CERTAIN lot or piece of ground situated in the 18th Ward of the City of Philadelphia and described as follows:

BEGINNING at a point on the East side of American Street (120 feet wide) at the distance of 33 feet 2 inches Southward of the South side of Jefferson Street (50 feet wide);

THENCE extending Eastward at a right angle with the East side of the said American Street; 91 feet 9 inches, to a point;

THENCE extending Southward at a right angle with the said Jefferson Street; 14 feet 10 inches, to a point;

THENCE extending Westward at a right angle with the said American Street; 26 feet, to a point;

THENCE extending Southward at a right angle with the said Jefferson Street; 144 feet, to a point;

THENCE extending Westward at a right angle with the said American Street; 65 feet 9 inches, to a point on the East side of the said American Street;

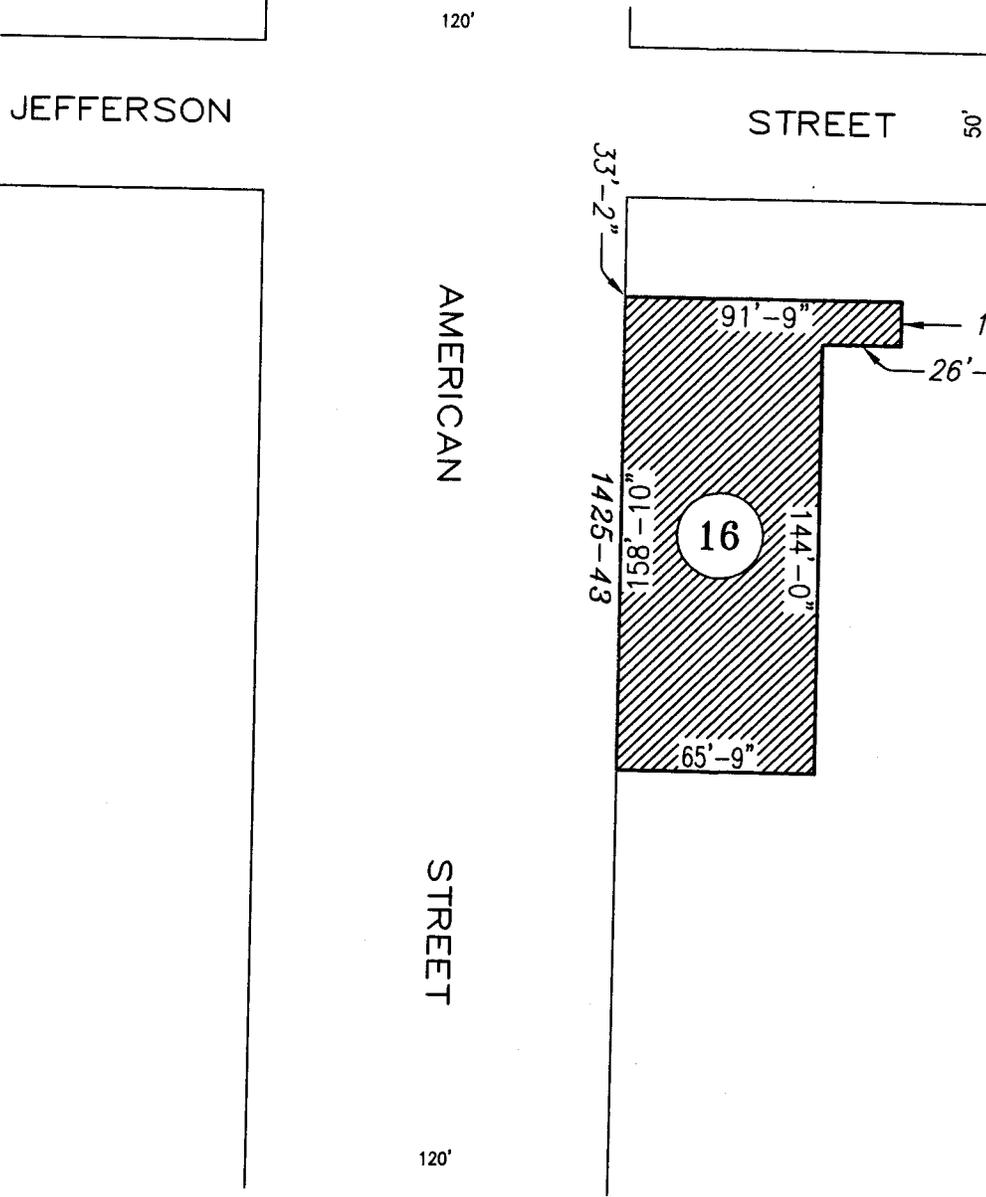
THENCE extending Northward along the East side of the said American Street; 158 feet 10 inches to the first mentioned point and place of beginning.

BEING KNOWN AS: 1425-43 N. AMERICAN STREET
CONTAINING IN AREA: 10,828.9 Sq. Ft. or 0.2485 Acres

ATTACHMENT "B"

PLOT PLAN

NO.	SQ. FT.	ACRES
001	10,828.9	0.2485



NOT TO BE USED FOR TITLE
OR CONSTRUCTION PURPOSES

REDEVELOPMENT AUTHORITY of the CITY OF PHILADELPHIA

AMERICAN STREET INDUSTRIAL CORRIDOR URA - DISPOSITION PARCEL No. 16

REDEVELOPMENT
ENGINEERING
SERVICES

Drawn by: RJM
Checked: RML
Scale: 1/64"-1'

Date: 7-3-08

ATTACHMENT "C"

AMERICAN STREET INDUSTRIAL CORRIDOR
URBAN RENEWAL PLAN

**NORTH PHILADELPHIA REDEVELOPMENT AREA
AMERICAN STREET INDUSTRIAL CORRIDOR
URBAN RENEWAL AREA**

**REDEVELOPMENT PROPOSAL
Fourth Amendment**

February 2008

**AMERICAN STREET INDUSTRIAL CORRIDOR
URBAN RENEWAL AREA**

Original plan	March 2002
First Amended Redevelopment Proposal and First Amended Urban Renewal Plan	October 2002
Second Amended Redevelopment Proposal and Second Amended Urban Renewal Plan	April 2003
Third Amended Redevelopment Proposal and Third Amended Urban Renewal Plan	January 2006
Fourth Amended Redevelopment Proposal and Fourth Amended Urban Renewal Plan	February 2008

**AMERICAN STREET INDUSTRIAL CORRIDOR
URBAN RENEWAL AREA
FOURTH AMENDED URBAN RENEWAL PROPOSAL**

Table of Contents

1. URBAN RENEWAL PLAN

- I. BOUNDARIES
- II. CERTIFICATION
- III. GOALS
- IV. LAND USE, PERMITTED USES AND BUILDING REQUIREMENTS
- V. STATEMENT OF DURATION OF PROVISIONS
- VI. APPLICABILITY OF PROVISIONS TO PROPERTY NOT TO BE ACQUIRED
- VII. REDEVELOPER'S OBLIGATIONS
- VIII. PROVISIONS OF APPLICABLE STATE AND LOCAL REQUIREMENTS
- IV. PROVISIONS FOR AMENDING THE PLAN
- X. LAND ACQUISITION
- XI. LAND DISPOSITION
- XII. DEMOLITION
- XIII. ENVIRONMENTAL CONCERNS

2. EXHIBITS

Narrative Boundary Description	Exhibit "A"
Property Rehabilitation Standards	Exhibit "B"
Land Use Controls	Exhibit "C"
Relocation Statement & Plan	Exhibit "D"
Proposed Property Acquisition List	Exhibit "E"

3. MAPS

Boundary and Acquisition Map
Existing Land Use Map
Proposed Land Use Map

**AMERICAN STREET INDUSTRIAL CORRIDOR
URBAN RENEWAL AREA**

1. URBAN RENEWAL PLAN

I. BOUNDARIES

The boundaries of the American Street Industrial Corridor Urban Renewal Area are fully described as Exhibit "A" to this Plan. Generally the Area is centered on American Street from Lehigh Avenue to Girard Avenue between Second Street and Third Street.

II. CERTIFICATION

The North Philadelphia Redevelopment Area Plan was certified as blighted, under the terms of the Pennsylvania Urban Redevelopment Law, by the Philadelphia City Planning Commission. Designation for redevelopment is warranted by the following criteria:

- Unsafe, unsanitary, inadequate or overcrowded conditions;
- Economically or socially undesirable land use.

III. GOALS

This Urban Renewal Plan promotes the following goals:

- A. Eliminate blight and undesirable land uses throughout the neighborhood;**
- B. Foster the productive re-use of abandoned lots and abandoned structures;**
- C. Encourage the rehabilitation of underutilized structures that are deteriorated.**
- D. Increase Security in the Area**
- E. Improve Cleanliness**
- F. Streetscape Improvements**
- G. Develop Improved Transportation Access**
- H. Create Community Partnerships**
- I. Foster Business Growth and Job Retention**

IV. LAND USE, PERMITTED USES AND BUILDING REQUIREMENTS

A. Land Use

The American Street Industrial Corridor Urban Renewal Area lies within the North Philadelphia Redevelopment Area. The predominant land use along American Street is industrial. The existing zoning is C-2, G-2, and R-10.

B. Permitted Uses

Uses as permitted in the G-2 Industrial Districts as defined in the Philadelphia Code will be allowed within the Urban Renewal Area. These Permitted Uses are more fully described in Exhibit "C". Permitted uses will also include public uses that allow for the configuration of the public streets that allow for more efficient traffic routes.

C. Building Requirements

1. Any and all development shall comply with all applicable zoning regulations. In addition, all plans are subject to Redevelopment Authority review and approval and may be subject to Redevelopment Advisory Board of Design review and approval.
2. Additional development controls and regulations will be established. These restrictions will be reviewed by the Planning Commission.

V. STATEMENT OF DURATION OF PROVISIONS

The provision and requirements of the Plan affecting land to be acquired and disposed shall remain in effect for a period of thirty (30) years following approval of the Urban Renewal Plan by the Council of the City of Philadelphia.

VI. APPLICABILITY OF PROVISIONS TO PROPERTY NOT TO BE ACQUIRED

Not to be acquired properties shall not be subject to the provisions and requirements of this Plan.

The Property Rehabilitation Standards ("PRS") established for not-to-be acquired real property within the American Street Industrial Corridor Urban Renewal Area shall be those set forth as Exhibit B to the Plan. The standards for the rehabilitation of existing properties in the project area are established to ensure proper provision for the structures. The PRS are derived from selected sections of the Code of General Ordinances of the City of Philadelphia and the requirements which have been developed for this project.

VII. REDEVELOPER'S OBLIGATIONS

Redevelopers shall begin and complete the development of the land for uses required in the Urban Renewal Plan within a reasonable period of time as determined in the contract between the Redevelopment Authority and the Redeveloper in conformity with the Urban Renewal Plan.

VIII. PROVISIONS OF APPLICABLE STATE AND LOCAL REQUIREMENTS

The Pennsylvania Urban Redevelopment Law of 1945, as amended, and the United States Housing Act of 1949, as amended, regulate Philadelphia's redevelopment and urban renewal.

Redevelopment in the American Street Industrial Corridor Urban Renewal Area will be in conformity with the provisions of the North Philadelphia Redevelopment Area Plan. It will be in accordance with the requirements of the American Street Industrial Corridor Urban Renewal Plan prepared by the Redevelopment Authority of the City of Philadelphia for this area, and will comply with the Code of the General Ordinances of the City of Philadelphia.

All plans and proposals prepared by the Redevelopment Authority will be subject to the recommendations of the City Planning Commission and the approval of the Council of the City of Philadelphia.

IX. PROVISIONS FOR AMENDING THE PLAN

The Urban Renewal Plan may be amended from time to time upon compliance with the requirements of law, provided that with respect to any land in the Project Area previously disposed by the Redevelopment Authority for use in accordance with the Urban Renewal Plan, the Redevelopment Authority receives the written consent of the then owner of such land whose interest therein is adversely affected by such amendment.

X. LAND ACQUISITION

In order to carry out this project, the Redevelopment Authority proposes through exercise of its power of eminent domain to acquire by condemnation of all real property indicated in Exhibit "E" and depicted in the acquisition area on the attached Boundary and Acquisition Maps.

XI. LAND DISPOSITION

Disposition parcels will be available for sale or lease to redevelopers who will effect the redevelopment or rehabilitation following clearance by the Authority. Redevelopment projects will be undertaken in accordance with the land use controls for redevelopment included as Exhibit "C" to this proposal. These controls will be implemented by appropriate covenants running with the land or other provisions of any Redevelopment Agreement executed pursuant to this proposal.

XII. DEMOLITION

The following standards shall apply for all demolition of any structures.

1. All City Codes and regulations shall be strictly adhered to in the demolition of any structures.
2. The proper authority shall be notified prior to demolition and permits shall be secured.
3. Precaution shall be taken to protect those portions of buildings not to be removed and also the surrounding area.
4. All utilities must be notified prior to the start of work, in order to locate any underground utilities in the demolition area.

XIII. ENVIRONMENTAL CONCERNS

An environmental assessment and any necessary remediation plans shall be completed by the Redeveloper. It shall be reviewed and approved by the appropriate staff, before a zoning variance is requested.

EXHIBIT "A"

***AMERICAN STREET
INDUSTRIAL CORRIDOR
URBAN RENEWAL AREA***

Boundary Description

ALL THOSE CERTAIN lots or pieces of ground located in the 18th and 19th Wards of the City of Philadelphia with the buildings and improvements thereon erected being bounded and described as follows:

BEGINNING at a point of intersection of the northerly side of Girard Avenue (100' wide) and the easterly of N. 2nd Street (60' wide);

THENCE extending Northward along the westerly side of said 2nd Street, crossing the beds of Thompson Street (50' wide) and Master Street (50' wide), to a point on the northerly side of said Master Street;

THENCE extending Westward along the northerly side of said Master Street and crossing the bed of said 2nd Street, to a point of intersection with the easterly side of Philip Street (30' wide);

THENCE extending Northward along the easterly side of said Philip Street, crossing the beds of Jefferson Street (50' wide), Oxford Street (50' wide), and Cecil B. Moore Avenue (50' wide) to a point on the northerly side of said Cecil B. Moore Avenue;

THENCE extending Eastward along the northerly side of Cecil B. Moore Avenue to a point of the westerly side of aforementioned N. 2nd Street;

THENCE extending Northward along the westerly side of 2nd Street, crossing the beds of Montgomery Avenue (50' wide), Berks Street (70' wide), Norris Street (50' wide) and Diamond Street (50' wide), to a point on the northerly side of said Diamond Street;

THENCE extending Westward along the northerly side of Diamond Street to a point of intersection with the easterly side of aforementioned Philip Street;

THENCE extending Northward along the easterly side of Philip Street, crossing the beds of Susquehanna Avenue (60' wide) and Dauphin Street (50' wide) to a point on the northerly side of said Dauphin Street;

THENCE extending Eastward along the northerly side of Dauphin Street to a point of intersection with the westerly side of aforementioned N. 2nd Street;

THENCE extending Northward along the westerly side of 2nd Street, crossing the beds of York Street (50' wide), Cumberland Street (50' wide) and Huntingdon Street (50' wide) to a point of intersection with the southerly side of Lehigh Avenue (120' wide);

THENCE extending Westward along the southerly side of said Lehigh Avenue, crossing the bed of American Street (120' wide), to a point of intersection with the easterly side of N. 3rd Street (50' wide);

THENCE extending Southward along the easterly side of said 3rd Street, crossing the beds of Huntingdon Street (50' wide), Cumberland Street (50' wide), York Street (50' wide), Dauphin Street (50' wide), Susquehanna Avenue (60' wide), Diamond Street (50' wide) and Norris Street (50' wide) to a point of intersection with the northerly side of Berks Street (70' wide);

THENCE extending Westward along the northerly side of said Berks Street, crossing the beds of 3rd Street, Orianna Street (30' wide), N. 4th Street (50' wide), Leithgow Street (30' wide), Lawrence Street (50' wide) and N. 5th Street (60' wide) to a point on the westerly side of said 5th Street;

THENCE extending Southward along the westerly side of 5th Street, crossing the beds of Berks Street, Germantown Avenue (60' wide) and Montgomery Avenue (50' wide), to a point on the southerly side of said Montgomery Avenue;

THENCE extending Westward along the south side of Montgomery Avenue, crossing the bed of Randolph Street (50' wide), to a point on the easterly side of N. 6th Street (50' wide);

THENCE extending Southward along the easterly side of said 6th Street, crossing the beds of Cecil B. Moore Avenue (50' wide) and Oxford Street (50' wide), to a point on the northerly side of Jefferson Street (50' wide);

THENCE extending Eastward along the northerly side of Jefferson Street, crossing the beds of Randolph Street, 5th Street, and Orkney Street (30' wide), to a point on the easterly side of said Orkney Street;

THENCE extending Northward along the easterly side of Orkney Street to a point of intersection with the southerly side of Oxford Street (50' wide);

THENCE extending Eastward along the southerly side of Oxford Street, crossing the bed of Lawrence Street (50' wide) to a point of intersection with the westerly side of Germantown Avenue (60' wide);

THENCE extending in a Southeastward direction along the westerly side of Germantown Avenue, crossing the beds of 4th Street (50' wide), Jefferson Street (50' wide) and Master Street (50' wide), to a point of intersection with the westerly side of N. 3rd Street (50' wide);

THENCE extending Southward along the westerly side of said 3rd Street, crossing the bed of Thompson Street (50' wide), to a point of intersection with the northerly side of Girard Avenue (100' wide);

THENCE extending Eastward along the northerly side of Girard Avenue, crossing the bed of aforementioned 3rd Street, Germantown Avenue and Cadwallader Street (30' wide) to on the easterly side of N. 2nd Street, said point being the first mentioned point and place of beginning.

EXCLUDING thereout and therefrom above described American Street Industrial District Boundary all those pieces of ground being described as follows:

BEGINNING at a point of intersection of the southerly side of Montgomery Avenue (50' wide) and the easterly side of 4th Street (50' wide);

THENCE extending Eastward along the southerly side of Montgomery Avenue, crossing the beds of Orianna Street (30' wide) and 3rd Street (50' wide) to a point of intersection with the westerly side of Bodine Street;

THENCE extending Southward along the westerly side of said Bodine Street (30' wide), crossing the bed of Cecil B. Moore Avenue (60' wide) to a point of intersection with the northerly side of Oxford Street (50' wide);

THENCE extending Westward along the northerly side of said Oxford Street, crossing the beds of 3rd Street, Cadwallader Street (40' wide) and 4th Street (50' wide) to the easterly side of Germantown Avenue (60' wide);

THENCE extending Northwestward along the easterly side of Germantown Avenue to a point of intersection with the southerly side of Cecil B. Moore Avenue;

THENCE extending Eastward along the southerly side of Cecil B. Moore Avenue, crossing the bed of 4th Street, to a point on the easterly side of said 4th Street;

THENCE extending Northward, crossing the bed of said Cecil B. Moore Avenue, and along the easterly side of 4th Street to a point on the southerly side of Montgomery Avenue, said point being the place of beginning.

EXHIBIT "B"

AMERICAN STREET INDUSTRIAL CORRIDOR
URBAN RENEWAL AREA

FOURTH AMENDED REDEVELOPMENT PROPOSAL
FOURTH AMENDED URBAN RENEWAL PLAN

RESIDENTIAL PROPERTY REHABILITATION
STANDARDS

All properties shall comply with the standards set forth in all applicable statutes, codes, and ordinances, as amended from time to time, relating to the use, maintenance, facilities, and occupancy of property, including but not limited to, the Building, Plumbing, Electrical, and Housing Codes. These code standards are hereby incorporated by reference and made a part of these Property Rehabilitation Standards.

In addition to compliance with the local statutes, codes, and ordinances, all properties devoted in whole or in part to residential uses shall conform to the following standards:

REPAIRS AND REPLACEMENTS

Requirements for repairing or replacing existing work means that item is to be replaced in equal to new condition, but shall not necessarily be limited to replacement with identical materials. Prime consideration in replacement should be durability, lasting qualities and minimal maintenance. The finished work should match adjacent work in design, color, material and dimension wherever possible.

KITCHEN FACILITIES

In each kitchen there shall be 10 sq. ft. of counter workspace and 30 sq. ft. of storage space for eating, drinking and cooking equipment.

Mechanical equipment must exist in the form of a stove for cooking food and a refrigerator for the safe storage of food at a temperature less than 50 degrees F, but more than 30 degrees F. Appliances must be properly installed with all necessary connections for safe, sanitary and efficient operation.

KITCHEN AND BATHROOM WALLS

All surfaces and surrounding wall areas that come in contact with and are susceptible to grease, wear, moisture or water penetration, shall be covered with a durable water-proof material of a hard consistency so as to be readily cleanable and maintainable and capable of repelling moisture and water penetration, such as prefinished tempered masonite, ceramic tile, approved plastic coated materials or equals.

KITCHEN AND BATHROOM FLOORS

Kitchen floors shall be impervious to water so as to permit the floor to be easily kept in a clean and sanitary condition. Such floors shall be tiled or of other durable, waterproof, non-absorption material.

BATH FACILITIES

Complete bathing and sanitary facilities consisting of a water closet, a tub or shower and a lavatory shall be provided for each dwelling unit.

A mirror, medicine cabinet, soap dish, towel bars, and shower heads and shower rods shall be provided where applicable.

HEATING

Every dwelling shall have a central heat, which is capable of safety, and adequately heating all habitable rooms and bathrooms to a temperature of at least 70 degrees F when the outside temperature is 10 degrees F.

SPACE AND LAUNDRY FACILITIES

Adequate space shall be provided for laundry tubs and trays in a suitable service space.

LIGHT

Convenient switches for turning on a light in basement or stairway shall be located so as to permit the area ahead to be lighted.

ACCESSORY STRUCTURES

Decay and weather resistant materials or the application of paint must be used on accessory buildings. Such structures must also be structurally sound, be designed to prevent rodent harborage and be properly maintained or removed from the premises.

CLOSETS

Clothes closet space shall be provided within each living unit on the basis of approximately 12 sq. ft. for the first bedroom plus 8 sq. ft. for each additional bedroom. The space provided should be, if possible, divided into separate closets servicing each bedroom. None of the minimum clothes closet space shall be located within the kitchen.

C. GENERAL REQUIREMENTS

1. Exterior Walls

- a. Masonry walls either solid or veneer, shall prevent the entrance of water or excessive moisture.
- b. Masonry joints shall be tight and well pointed and all cracks effectively sealed.
- c. Broken or spalled masonry shall be replaced or repaired.
- d. Wood frame walls shall be watertight.
- e. Shingle and siding joints shall be tight; worn, loose, or missing shingles or lengths of siding shall be replaced.
- f. Cracked or spalling stucco shall be repaired.
- g. Walls shall be cleaned of unsightly paint and painted signs unless specifically approved, and any excessive accumulation of dirt.
- h. All walls shall provide safe and adequate support for all loads upon them. Serious defects shall be corrected.

2. Materials

- a. Where walls are in such condition and of such design that repair is feasible and desirable, they shall be repaired using matching materials and design (see B.2.).

- b. All windows, doors, frames, chimneys, cornices, dormers, trim, stoops, rails and all other elements in exterior walls.
 - 1) If the existing item is in such condition and of such design that repair for continued use is feasible and desirable, it shall be repaired with matching design and materials.
 - 2) If the existing items is in such condition that replacement is necessary, it shall be of design, size, location, materials and finish to present a neat, orderly and well kept appearance in harmony with the remainder of the building and with adjacent buildings.
- c. Where walls or storefronts are in such condition that substantial rebuilding is necessary or desirable the design and selection of materials shall be approved by the Redevelopment Authority.

A. CITY AND OTHER REGULATIONS

1. City Ordinances

All properties shall comply with the standards set forth in all applicable statutes, codes, and ordinances, as amended from time to time, relating to the use, maintenance facilities, and occupancy of property, including but not limited to, the Building, Plumbing, Electrical and Housing Codes. These code standards are hereby incorporated by reference and made a part of these Property Rehabilitation Standards.

2. State Regulations

All not-to-be-acquired properties and all work under this program shall be subject to the approval of the appropriate Departments of the Commonwealth of Pennsylvania such as:

- a. Building Division of Labor and Industry
- b. Department of Health
- c. Any other appropriate agency

3. Public Utilities

All regulations of public utility companies, which are applicable to work done under this program, shall be complied with.

4. Other Authorities such as N.B.F.U.

5. Where more than one set of restrictions or controls apply to a single property, the more restrictive control will apply.

B. MATERIALS AND WORKMANSHIP

1. All materials and workmanship employed in rehabilitation under this program shall provide lasting quality by the adoption of workmanlike methods and the use of durable materials, and shall meet the requirements of the regulations referred to under "City and Other Regulations" in this section.
2. All alterations to and repair of old work shall be done with matching materials and methods, and/or finished in such a way that the alterations and repairs are not apparent. Where matching or "same as original" materials are referred to in these Standards, this shall not prevent the use of substitute materials generic with, and having the same appearance as the original material (provided that such substitutes are specifically approved by the Authority).
 - a. Existing windows may not be blocked up without the approval of the Redevelopment Authority.

3. Projections

Projections from exterior walls and roofs shall be governed by the following standards:

a. Projections

There shall be no new marquees, canopies, loading docks, porches, projecting sunshades, other than awnings, in walls abutting streets or walkways, except if specific designs have been submitted to and approved by the Redevelopment Authority.

b. Fire Escapes

There shall be no new fire escapes on walls facing public street or walkway. Designs and locations for all permitted fire escapes must be approved by the Redevelopment Authority.

- b. All existing projections shall be brought into conformity with new construction standards where practically or economically feasible, or where they are to be replaced.

4. Roofs

- a. All roofs and rooftop appurtenances (mechanical equipment, billboards, etc.) which are visible from a substantial portion of the Project Area shall

be improved where practicable by the elimination of all visually unattractive or dilapidated roofing materials and roof-top constructions and by the careful design and organization of all new rooftop materials and equipment.

- b. All roofs shall have a suitable covering free of holes, cracks, or excessively worn surfaces, which will prevent the entrance of moisture into the structure and provide reasonable durability.
- c. All visible metal work in such roofs, except copper shall be painted or integrally colored.
- d. Television Aerials: Exterior television aerials shall be so placed as to be least visible from public right-of-way.
- e. Gutters and Downspouts: Each structure shall have a controlled method of disposal of water from roofs where necessary to prevent damage to the property, and avoid causing an unsightly appearance of walls and windows where adequate roof overhands are not provided.
- f. Flashing: All critical joints in exterior roof and wall construction shall be protected by sheet metal or other suitable flashing material to prevent the entrance of water.

5. Drainage

- a. All rainwater is to be conducted away from buildings and grounds using safe and inconspicuous methods which effectively prevent the retention of water and saturation of buildings or grounds.
- c. All gutters, downspouts and underground drain lines are to be safely constructed and kept in sound condition.

6. Yard Areas

- a. If enclosed, yards shall be enclosed by walls or fences of durable materials.
- b. All yards shall be paved or have suitable ground cover.
- c. Existing fences shall be adequately maintained to insure good structural condition.

7. Rubbish and Debris

All rubbish, debris, rags, papers, discarded equipment, etc. shall be removed from the structure and property; however, building materials may be stored temporarily during rehabilitation of the property. Provision must be made for sanitary storage of rubbish, and trash between collections.

8. Ventilation

All basements, cellars, crawl spaces, penthouses, attics, etc. shall be adequately ventilated to the outside as based on standards referred to by the City Codes.

9. Outbuilding

Where permitted, new outbuildings shall be constructed of durable materials, and shall be designed to harmonize with the adjacent structures in form, material and detail. Existing outbuildings shall be adequately maintained to insure good structural condition and where practicable and economically feasible shall be brought into conformity with new construction standards.

10. Exterior Lighting

Exterior lighting may be used to light shop fronts, parking lots, doorways, stoops, loading areas, yards and drivers, but shall be located and shielded to prevent glare on other properties. No floor lighting of buildings, streets or walkways is permitted except by special approval of the Redevelopment Authority.

11. Access and Egress

Each dwelling unit or commercial or industrial activity must have safe and unobstructed access and egress to a public way. Such access must be direct without passing through another dwelling unit or space, which may be occupied by a use other than a passageway.

12. Interior Surfaces and Finishes

- a. All interior walls and ceilings shall provide (a) a suitable base for protective finish, and (b) a waterproof hard surface in spaces subject to moisture.
- b. Finish Floors: Finished floors shall be appropriate for the uses of the space and provide reasonable durability and economy of maintenance.
- c. Painting: Where needed, a protective and finished coating shall provide, (a) adequate resistance to weathering, (b) protection of finished surfaces from moisture or corrosion, (c) an attractive appearance, and (d) reasonable durability.

- d. Exceptions to the above requirements may be granted by the Redevelopment Authority where spaces are used for warehousing, storage, manufacture or assembly.

13. Heating

All occupied buildings shall be provided with a centralized heating facility or appropriate and sufficient space heaters capable of maintaining a temperature of at least 70 degrees F when the outside temperature is at 0 degrees, (except in storage areas when 50 degrees F is acceptable).

14. Electrical Wiring, Equipment and Illumination

- a. Existing wiring and electrical equipment to remain shall be determined to be in good and serviceable condition of appropriate capacity and installed so as not to be a potential source of electrical hazard, nor of ignition of combustible materials. Replacement of existing wiring and equipment shall be made where these conditions are not fulfilled. Electrical facilities where considered are not fulfilled. Electrical facilities where considered inadequate shall be increased to fulfill the intent of this paragraph.
- b. In all building spaces, power wiring and lighting fixtures must be provided which will assure an adequate level of illumination, which is appropriate for the safe and beneficial use of the space.
- c. Hardwire electric smoke detector required on each floor, smoke detectors shall be wired so that all are activated at the same time and shall have one individual breaker.
- d. Ground fault interrupter receptacles are required in the following areas: (1) in bathroom (2) in kitchen on each side of kitchen sink (1) in basement in laundry tub area.

15. Stairs and Handrails

Every inside and outside stairway, every loading dock or porch, and every appurtenance shall be safe to use and capable of supporting a load that normal use may cause to be placed on it. Every stairway having three or more steps shall have a handrail.

16. Foundation Walls

Foundation walls and footings shall be watertight and provide safe adequate support for all intended or likely loads.

17. Basement or Cellar Floors

The floor of all basements or cellars shall be made watertight and shall be paved except in the case of existing wood floor construction over a crawl space where height permitting, a suitable ground covering material is installed on the ground in the crawl space.

18. Plumbing

Every plumbing fixture shall be connected to approved water and sewer systems and be maintained in good working order. There shall be a separate shut-off valve in the water service to each occupancy.

19. Rodent Guards

All openings intended for ventilation which are accessible to rats shall be covered with rust resistant metal screens in which the least dimension of the open areas is less than one half inch. All other openings shall be closed with substantial materials, such as metal or mortar, which cannot be gnawed by rats. Exterior door and windowsills and bottom rails shall be protected with sheet metal or equivalent if they are below an elevation of thirty inches above grade line at that point.

D. REQUIREMENTS FOR THE REHABILITATION OF RESIDENTIAL STRUCTURES CONTAINING COMMERCIAL USES

1. Health

- a. Toilet facilities shall be accessible to the regular place of every employee. In this context "accessible" means in the building and either on the same floor or on the next floor above or below the regular place of work of the employee.
- b. Washing Facilities: At least one wash basin or its equivalent be in or adjacent to each toilet room.
- c. Number of fixture units shall be required as stated by the City Codes.

2. Parking and Loading Requirements

- a. Wherever space and topography permit, properties abutting a public vehicular right-of-way shall provide parking and loading spaces.
- b. All parking and/or loading areas accommodating more than three cars shall be screened from adjacent residential or institutional uses.

E. SPECIAL REQUIREMENTS FOR THE REHABILITATION OF ALL NON-RESIDENTIAL STRUCTURES

1. Health

- a. Toilet facilities shall be accessible to the regular place of work of every employee. In this context “accessible” means in the same building and either on the same floor above or below the regular place of work of the employee.
- b. Where both men and women are employed and there are normally more than seven (7) employees working at any time, separate toilet rooms shall be provided for each sex. These rooms shall be separated from each other and from all other spaces by walls extending to the ceiling.
- c. Washing Facilities: At least one wash basin or its equivalent shall be in or adjacent to each toilet room.

2. Parking and Loading Requirements

- a. Wherever space and topography permit, properties abutting a public vehicular right-of-way shall provide paved parking and loading spaces.
- b. All such parking and loading areas shall be screened from adjacent residential or institutional uses by a 4’ high masonry wall.

3. Landscaping and Grounds

All open ground must be paved or landscaped with suitable ground cover, where paving is appropriate, it shall be suited to its proposed use: service trucking, parking, pedestrian walks. All unpaved land should be landscaped.

4. Outdoor Storage

Outdoor storage of materials shall only be permitted with the approval of the Redevelopment Authority and in such instances shall be adequately screened from public rights-of-way and adjoining residential and institutional uses with walls or fencing and/or landscaping as prescribed by the City Codes.

F. Signs

1. The following general regulations apply to all signs in the project area:
 - a. Lighted red and green signs may not be located within fifty (50) feet of a signaled intersection.
 - b. Signs are prohibited from passing in front of windows, doors, bays and other similar openings or appurtenances and should be restricted to the

solid portions of the wall surface, except that signs may be painted or attached to a window or similar opening if it is completely contained within the frame of the opening.

2. The following additional regulation applies to commercial and industrial buildings.
 - a. When buildings are setback from the public right-of-way 25 feet or more and additional sign at entrances is permitted provided that such sign(s) do not exceed ten square feet and do not project beyond the building line and is not constructed so as to be above 10 ft. in height.

EXHIBIT "C"

American Street Industrial Corridor URA

Land Use Controls

The specific uses permitted in this District shall be the erection, construction, alteration, or use of buildings and/or land for:

- 1) Bottling, canning and/or distribution of liquids for human consumption, including the manufacture of soft drinks and carbonated waters;
- 2) Central heating plant;
- 3) Cinema, radio, and television studio; radio and television transmission tower; provided, a Zoning Board of Adjustment Certificate is obtained;
- 4) Die cutting of purchased paper, purchased paperboard or purchased cardboard; pressing and moulding of purchased paper pulp goods; printing and embossing of purchased wallpaper stock; excluding any manufacture or processing of pulp, waste paper, or waste paper products;
- 5) Distribution plants, parcel delivery, cold storage plants, and food commissaries;
- 6) Drying, dehydrating and/or packaging of fruits and vegetables; and the freezing of fruits, fruit juices, vegetables and meats and the packaging of such frozen products;
- 7) Water booster or sewer booster substations, telephone exchange buildings, railroad passenger stations, electric transforming or gas regulating substations; provided, that any facilities used in connection with an electric transforming or gas regulating substation located in the open air shall:
 - a) Not be within 50 feet from any Residential District;
 - b) Have a green belt at least 4 feet high containing evergreens, shrubbery and/or trees to be planted and maintained in an area at least 10 feet in depth around the entire inside perimeter of the lot, except at points of ingress or egress;
- 8) Laboratories (analytical, chemical, and research) and assay offices, not to exceed 5,000 square feet in gross floor area; provided, that any laboratory animals shall be kept within completely enclosed buildings at all times;
- 9) Manufacture of:
 - a) Apparel and garments of all sorts; lace, linen and fur goods; textile raincoats and outer garments of textile; apparel accessories; curtains, draperies and textile house furnishings; canvas products; trimmings, stamped art goods and needlework; embroideries; pleatings, stitchings and tuckings; felt goods; and other kindred textile articles;
 - b) Automatic merchandising and amusement machines;
 - c) Bread and other bakery products;
 - d) Butter, cheese, condensed and evaporated milk, ice cream and frozen desserts, and special dairy products;
 - e) Candy, chocolate, cocoa, chewing gum, and other confectionery products;
 - f) Cigarettes, cigars, smoking and chewing tobacco, and snuff;
 - g) Rope and twine, except if made of jute or sisal;

- h) Drugs, including biological products, botanical products; medicines and pharmaceutical preparations;
 - i) Electrical measuring instruments and test equipment; switchgear and switchboard apparatus; electrical industrial controls; electrical welding apparatus; electrical household appliances; electrical wiring and wiring equipment (including light bulbs and lighting fixtures); radio and television receiving sets; communication equipment; X-ray apparatus and tubes; electrical equipment for internal combustion engines; and kindred electrical and electronic components and products; provided, that no process involving coating with rubber shall be permitted in this district;
 - j) Engineering, laboratory, scientific and research instruments; mechanical measuring and controlling instruments; automatic temperature controls; optical instruments and lenses; surgical, medical and dental instruments and supplies; ophthalmic goods; watches, clocks, clockwork operated devices and watchcases; sighting and gunnery fire-control equipment; provided, that any fully assembled product regularly produced by any use in this subparagraph shall not exceed 2,000 pounds in weight, except on approval of the Zoning Board of Adjustment;
 - k) Paper envelopes and bags; paperboard and fibre boxes, tubes, drums, and containers; other paper and paperboard products; provided, that the products herein shall be made from purchased paper, purchased paperboard or purchased fibreboard; and provided further, that the manufacture or processing of pulp, waste paper or waste paper products is prohibited;
 - l) Jewelry; jewelers' findings and materials; lapidary work (including the cutting and polishing of diamonds); dolls; pens, pen points, mechanical pencils and parts; hand stamps, stationery seals; stencils; costume jewelry and costume novelties; ornamental feathers, plumes and artificial flowers; needles, pins and fasteners; lamp shades (except of glass or metal); umbrellas, parasols, and canes; tobacco pipes and cigarette holders; scale models; insignia, emblems and badges;
 - m) Leather gloves and mittens, luggage, handbags and personal leather goods, excluding footwear and saddlery;
 - n) Macaroni, spaghetti, vermicelli, ravioli and noodles;
 - o) Statuary and art goods made of plaster of Paris or papier-mache;
 - p) Typewriters; computing and accounting machines (including cash registers); scales and balances; and other office machines; provided, that any fully assembled product regularly produced by any use in this subparagraph shall not exceed 2,000 pounds in weight, except on approval of the Zoning Board of Adjustment.
- 10) Milk and cream processing and distribution;
 - 11) Offices and office record storage;
 - 12) Plastic articles from purchased plastic materials; provided, no pressure molding or casting shall be permitted;
 - 13) Police and fire stations;
 - 14) Printing, publishing, and allied arts and trades;
 - 15) Repair of any products permitted to be manufactured or produced in this district; Provided, that this paragraph shall not be construed to limit repair uses specifically permitted in any Commercial District;
 - 16) Storage buildings and warehouses, not including storage and baling of junk, scrap metal, rags, waste paper or used rubber;

- 17) Rail freight, truck terminals or other similar necessary public utility uses; provided, that any facilities used in connection therewith located in the open air shall:
 - a) Not be located within 100 feet of any Residential District;
 - b) Have a green belt at least 4 feet high containing evergreens, shrubbery and/or trees to be planted and maintained in an area at least 10 feet in depth along any boundary of the lot facing a Residential District;
- 18) Open-air theater and motion pictures;
- 19) Accessory uses, customarily incidental to any of the above permitted uses.
- 20) Auto, machine or wagon repair shop, including auto body and fender work and painting;
- 21) Automobile service station for the retail sale of automobile fuels, lubricants, radiator fluids and accessories, and for the performance indoors of incidental service and repairs to automobiles, and the inspection of automobiles, provided the same is licensed by the Commonwealth of Pennsylvania;
- 22) Car washing establishment, using mechanical equipment for the purpose of washing and/or polishing automobiles and other vehicles;
- 23) Blending and compounding lubricating oils and greases from purchased mineral, animal, and vegetable materials;
- 24) Brewing of malt and malt liquors;
- 25) Canning of meats, seafoods, fruits, vegetables, soups, preserves, jams, jellies, and other foods; preparation of all foods and food products not specifically listed in any Least Restricted District;
- 26) Carpet cleaning and repairing;
- 27) The following uses as a main use:
 - a) Public garage;
 - b) Private garage;
 - c) Public parking lot;
 - d) Private parking lot;
 - e) Automobile sales lot and automobile showroom; car rental;
 - f) Trolley and cab stations, bus terminals, and car and bus barns;
 - g) Heliports;
 - h) Penal and correctional institutions (private or public);
- 28) Distilling, rectifying, blending and/or mixing of alcoholic products;
- 29) Killing, dressing, packing and canning poultry, rabbits, and other small game, including cleaning, packing, grading, drying and freezing eggs;
- 30) Sale of live poultry, live fish, or live animals for human consumption;
- 31) Laundry and dry cleaning;
- 32) Lumber yards; coal yards; building materials storage; carpenter, plumbing, roofing and heating shops;
- 33) Machine shops;
- 34) Manufacture of:
 - a) Aircraft, including component parts and auxiliary equipment;
 - b) Apparel and garments of all sorts assembled from purchased rubberized fabrics or plastics;
 - c) Advertising displays and signs;
 - d) Baking powder, yeast, and other leavening compounds;
 - e) Broom and brushes; morticians' goods;

- f) Cleaning, polishing, and sanitation preparations, excluding soap and detergents;
- g) Electric motors and generators; carbon and graphite products for electrical use; storage and primary batteries (wet and dry); electrical equipment for transmission and distribution (including power and specialty transformers); circuit-breakers; other electrical apparatus for industrial use;
- h) Fabricated metal products, including metal cans; cutlery, hand tools and general hardware; heating apparatus and metal plumbing fixtures; fabricated structural metal products; screwmachine products (including bolts, nuts, screws, rivets and washers); metal stampings; fabricated wire products (except for rubber insulated wire); and other fabricated metal products, including pipes and pipe fittings;
- i) Firearms, guns, howitzers, mortars, military tanks and components, torpedo-tubes, Y-guns, flame throwers, and other ordinance, except the manufacture, use, handling, or storage of explosives in any form;
- j) Furniture, partitions, shelving, lockers, office and store fixtures, venetian blinds and window shades;
- k) Games, toys, children's vehicles, sporting and athletic goods;
- l) Glass, glassware and glass products; structural clay products; pottery, plumbing fixtures, china, earthenware and porcelain products; refractories and/or crucibles; concrete products; provided, that smoke controllers, dust collectors, exhaust washers, sediment tanks, or similar equipment to prevent escape of smoke and/or dust are installed and maintained;
- m) Lead pencils, crayons, candles, artists' materials, carbon paper, inked ribbons, steel letters and figures for marking;
- n) Leather footwear, leather footwear cut stock and findings, leather industrial belting and packing, and saddlery;
- o) Locomotives, railroad cars, rapid transit vehicles, including component parts and auxiliary equipment;
- p) Machinery, including engines and turbines; farm machinery and equipment; construction, mining and materials-handling machinery and equipment (including elevators and escalators); metal-working machinery and equipment, industrial machinery; and other machinery and parts;
- q) Motor vehicles and motor vehicle equipment; motorcycles, bicycles, and parts; wheelbarrows; pushcarts; motorboats; sailboats; rowboats; lifeboats; canoes, and other boats; provided, that boat construction shall be limited to vessels of five gross tons or less;
- r) Musical instruments and parts;
- s) Perfumes, cosmetics, and other toilet preparations;
- t) Phonograph records;
- u) Photographic equipment and supplies;
- v) Pickled fruits and/or vegetables (including sauerkraut); vegetable sauces, seasonings, and salad dressings;
- w) Plastic articles, from purchased plastics;
- x) Prepared meats and meat specialties;
- y) Roasted coffee and coffee extracts;
- z) Silverware; articles plated with silver, gold, or other metal; articles of nickel silver, pewter, or stainless steel tableware; provided, that any plating operation shall not occupy a total area of more than 2,500 square feet;

- aa) Vinegar; cider; flavoring extracts and syrups;
- bb) Wines, brandy and brandy spirits;
- 35) Mixing and blending of paving materials such as cement, stone, asphalt, and sand; provided, that smoke controllers, dust collectors, exhaust washers, sediment tanks, or similar equipment to prevent escape of smoke or dust are installed and maintained;
- 36) Painting, enameling, japanning, lacquering, oiling, staining, and/or varnishing, in completely enclosed buildings;
- 37) Paper coating and glazing;
- 38) Radio and television transmission, including towers;
- 39) Repair of any product permitted to be manufactured in this district; provided, that this paragraph shall not be construed to limit repair uses specifically permitted in any Commercial or Limited Industrial District;
- 40) Sawmills and planing mills; manufacture of millwork, veneer, plywood, and prefabricated structural wood-products; wooden containers, and kindred wood products;
- 41) Stone cutting, shaping, and finishing, in completely enclosed buildings;
- 42) Sugar or salt refining or finishing;
- 43) Textile mills, and textile mill products; including woven fabric mills; knitting mills; dyeing and finishing; floor covering mills (except rugs of jute, burlap or sisal); yarn and thread mills; manufacture of tire cords and belting cords; other kindred textile goods;
- 44) Tire vulcanizing and retreading;
- 45) Trucking and railroad freight terminals, yards, sidings and shops;
- 46) Public service heat, light or power plant; provided, that smoke controllers are installed and maintained;
- 47) Accessory uses, customarily incidental to any of the above permitted uses.
- 48) Outdoor advertising signs as permitted in the Philadelphia Code.

Use Regulations—With Certificate. The following uses will be permitted in this district only if a Zoning Board of Adjustment Certificate is obtained:

- 1) Storage or baling of junk, scrap metal, rags, waste paper and/or used rubber;
- 2) Dismantling or wrecking of used motor vehicles, storage and sale of dismantled, partially dismantled, inoperative or wrecked vehicles or their parts;
- 3) Public stable or dog kennel.

Prohibited Uses. The specific uses which are prohibited in this district shall be the erection, construction, alteration, or use of buildings and/or land for:

- 1) Abattoirs, slaughterhouses, stockyards;
- 2) Blast furnaces, steel works, rolling and finishing mills; foundries; forging; primary and/or secondary smelting and refining of all metals; rolling, drawing and extruding of metals, including the drawing and/or insulating of wire;
- 3) Building and/or repair of ships, boats, barges and other vessels;
- 4) Crushing, grinding, pulverizing and/or preparing earth, rocks, minerals, shells, or slag;
- 5) Dismantling or wrecking of used motor vehicles, storage and sale of dismantled, partially dismantled, inoperative or wrecked vehicles or their parts;
- 6) Garbage, dead animal, offal, or refuse reduction;
- 7) Hot dip galvanizing and/or coating; tinning and/or re-tinning; electroplating, plating, anodizing and coloring of metals;
- 8) Manufacture of:
 - a) Abrasive, asbestos, gypsum and mineral wools products;
 - b) Artificial leather, oilcloth, and other impregnated and coated fabrics;
 - c) Buttons;
 - d) Coke, coal and illuminating gas, including storage of the same;
 - e) Felt; paddings and upholstery fillings;
 - f) Fuel briquettes and coal products;
 - g) Glue, gelatin, and fatty acids;
 - h) Cement or lime;
 - i) Ice;
 - j) Industrial inorganic and organic chemicals, including alkalies and chlorine; potash; industrial gases; cyclic coal-tar crudes; dyes, dye intermediates, and pigments; acids, chemical salts, solvents, rubber processing chemicals; plasticizers; synthetic tanning agents; chemical gases; esters and amines; plastic materials and synthetic resins; synthetic rubber; synthetic fibres; agricultural chemicals, fertilizers, and pesticides; inks; matches, carbon black and other chemical products;
 - k) Jute and burlap bags, and other products of jute, sisal or burlap;
 - l) Linoleum, asphalted-felt base, and other hard floor coverings;
 - m) Paints, varnishes, lacquers, enamels, putty, caulking compounds and kindred products;
 - n) Rubber tires, inner tubes, rubber footwear, and other rubber products, including the reclaiming of rubber;
 - o) Soap and glycerin; detergents; sulfonated oils and kindred products;
- 9) Milling, blending and storage of grain and grain mill products;
- 10) Petroleum products refining and/or storage;
- 11) Pulp mills, paper and paperboard mills; building paper and building- board mills;
- 12) Rendering or preparation of grease, tallow, fats, and oils; cotton seed and soybean oil mills; manufacture of shortening, table oils, margarine, and other food oils;
- 13) Scouring and combing of textiles and textile products; processing of waste and recovered fibres;
- 14) Sewage treatment works;
- 15) Storage (only) of explosives;

- 16) Tanning, curing, and/or dyeing of leathers, pelts and/or furs; dressing of hair and/or bristles; wool-pulling and/or the storage of rawhides and/or skins;
- 17) Wood distillation; manufacture of turpentine, resin, natural dyeing or tanning materials and/or other gum and/or wood chemicals;
- 18) Wood treating with creosote or other preservative;
- 19) Accessory uses, customarily incidental to any of the above permitted uses.
- 20) Outdoor advertising signs as permitted in the Philadelphia Code.
- 21) Dwellings, except such as are used for the residence of a caretaker, watchman, or custodian on the same lot with the principal use and located at least 10 feet from any other buildings;
- 22) Hotels;
- 23) Libraries, art galleries, and public museums;
- 24) Hospitals, sanitariums, and eleemosynary and public welfare institutions;
- 25) Open air theater or motion pictures; amusement parks; or outdoor entertainment or public assembly; and,
- 26) Indoor theater or motion pictures and any other entertainment of guests and patrons.

Area Regulations, Parking, Signs

- 1) *Occupied Area.* Subject to the other provisions of this section, buildings may occupy 100% of the lot area.
- 2) *Building Set-back Line.* No building set-back line shall be required.
- 3) *Yards.*
 - a) *Front.* No front yards shall be required;
 - b) *Side.* No side yard shall be required, but if any is used, it shall have a minimum width of six feet;
 - c) *Rear.* No rear yard shall be required but if any is used, it shall have a minimum depth of eight feet.
- 4) *Courts.* The minimum width of a court between the wings of the same building shall be 12 feet. The least dimension of an inner court shall be eight feet, and such court shall contain a minimum area of 100 square feet.
- 5) *Height Regulations.* There shall be no height regulations except as height may be limited by the other provisions of this district.
- 6) *Floor Area.* No buildings shall have a gross floor area greater than 500% of the area of the lot.
- 7) *Bulk Regulations.* The total bulk of a building or structure in cubic feet shall not exceed a number equal to 20 times the gross floor area permitted.
- 8) *Off-street Loading.* Off-street loading spaces shall be provided in accordance with provisions of the Philadelphia Code.
- 9) *Off-street Parking.* With every building erected in this district after the effective date of this ordinance there shall be provided one off-street parking space for each 1,000 square feet in such building in accordance with the provisions of the Philadelphia Code; provided, that:
 - a) For warehouses and other buildings and structures used primarily for storage, one off-street parking space shall be provided for every 3,000 square feet of the gross floor area of the building, in accordance with the provisions of the Philadelphia Code.

- 10) *Signs* -Signs accessory to uses on the premises shall be permitted in this district only under the following conditions,
- a) Signs facing one street line or utility right-of-way line shall be permitted an area of 15 square feet for each lineal foot of street line or utility right-of-way line, subject to the limitations provided for in (c) below.
 - b) Signs facing more than one street line or utility right-of-way line shall be permitted an area upon each street line or utility right-of-way line as follows:
 - i) The shorter street line or utility right-of-way line frontage shall be permitted a sign area of 15 square feet for each lineal foot of street line or utility right-of-way line.
 - ii) The longer street line or utility right-of-way line frontage shall be permitted a sign area of 5 square feet for each lineal foot of street line or utility right-of-way line; further provided, that the total sign area on the longer street line or utility right-of-way line frontage shall not be less than the equivalent sign area permitted upon the shorter street line or utility right-of-way line frontage.
 - iii) Where a sign faces two or more shorter and/or longer street line frontages or utility right-of-way line frontage, the provisions of (i) and (ii) shall apply to each of the said street or utility right-of-way frontages.

For (a) and (b) above, square footage permitted may be applied for each sign facing.

- c) The maximum sign area permitted for signs along each street or utility right-of-way frontage shall be as follows:
 - i) Subject to provisions of (10)(a) or (10)(b) above and provided frontage is a minimum of 60 feet in width, the maximum sign area permitted for signs along each street or utility right-of-way frontage shall be 1,500 square feet of sign area for each sign facing; provided further, that said sign area total on all facings shall not exceed 3,000 square feet.
 - ii) Where a street or utility right-of-way frontage is smaller than 60 feet in width, the maximum sign area shall be 1,000 square feet for each sign facing and said total on all facings shall not exceed 2,000 square feet.
- d) Signs may be illuminated; provided, the illumination shall be focused upon the sign itself, so as to prevent glare upon the surrounding areas.
- e) Signs with flashing or intermittent illumination shall neither be erected within 100 feet of any residential district, nor face any residential district within 200 feet of the sign.
- f) Signs which revolve shall require a Certificate from the Zoning Board of Adjustment.
- g) Any revolving devices which cause intermittent flashes of light to be projected shall be prohibited.

EXHIBIT "D"

**AMERICAN STREET INDUSTRIAL CORRIDOR URA
RELOCATION STATEMENT AND PLAN**

RELOCATION STATEMENT

The Redevelopment Authority's Relocation Program outlines the resources available to displaced persons and the services and payments that would be offered to them. The Authority, with the full cooperation of all concerned public and private agencies, gives assurance that State and Federal Relocation requirements will be met. No families or individuals will be relocated until adequate resources are brought to bear on each situation and rehousing can be accomplished according to Federal specifications and the Authority's Policies and Procedures.

The proposed acquisition will involve relocation activities.

A. Residential Relocation

There are no residential properties that will require relocation services in this proposal.

B. Commercial & Industrial Relocation

There are no commercial or industrial properties that will require relocation services in this proposal.

C. Institutional Relocation

There are no institutional properties that will require relocation services in this proposal.

RELOCATION PLAN

The Relocation Plan will be administered by the Redevelopment Authority's Relocation Department.

The objectives of this Relocation Plan are to assure that displaced families and individuals shall have the full opportunity to move into decent, safe, and sanitary housing, that the displacement of any business concerns shall be carried out with a minimum of hardship, and that they receive the full range of payments and benefits provided by law.

I. RESIDENTIAL

A. Determination of Relocation Needs

A survey of each family and individual whose living accommodation is to be acquired will be conducted prior to actual relocation to determine relocation needs. As soon as practicable after approval of the redevelopment proposal, the relocation staff will conduct a 100 percent survey of site occupants for the purpose of obtaining information on family composition, housing needs and income, and to determine eligibility for low- and moderate-income housing. The total number of families and individuals to be displaced, their social and economic characteristics, and special problems is determined by these surveys.

Relocation staff will also determine relocation requirements of the site occupants, determining the relocation assistance which site occupants require, and deliver to the site occupants informational material which explains the relocation service which will be available.

B. Relocation Standards (Physical, Occupancy, and Ability to pay)

1. Physical Standards

- a. In the certifying that re-housing accommodations are decent, safe and sanitary, the Relocation Department uses the standards provided by the Housing Code of the City of Philadelphia. The standards and related regulations provided by the Code establish minimum standards for basic equipment and facilities; for light, ventilation and heating; for space, use, and location; for safe and sanitary maintenance; and for cooking equipment. The same standards apply to non-housekeeping units which may be occupied by individuals.
- b. The Housing Code provides that the structural conditions of a dwelling or dwelling unit shall be in sound condition, including foundation, exterior walls and roof, interior walls and ceilings, floors, windows, doors, and stairs, and that they shall be substantially weather-tight, watertight, and rodent-proof.

2. Occupancy Standards

The number of rooms to be occupied by families of various sizes for sleeping purposes shall be determined by the floor area requirements of the Housing Code and by age and sex of persons in a family. The same standards will apply to both single-family dwellings and apartments. Generally the bedroom requirements are estimated as follows:

# of Persons in Family	Rooms Required
1-2	1
3-4	2
5-6	3
7-8	4
9 or more	5 or more

3. Standards of Displacees' Ability-to-Pay for Housing

The Relocation Department makes determinations with respect to ability-to-pay for housing based primarily on family income. Units must be available at a rent or price within the financial means of the families and individuals. Amounts of rent which families and individuals can pay are estimated using family size and total income as guides. Gross rent-income ratio of 30 percent is used for families and individuals as a standard for determining gross rent-paying ability. This ratio varies according to family size and composition and family income.

For determinations relating to ability-to-purchase housing, income, assets and debts are evaluated in relation to monthly carrying costs (amortization, interest, taxes, insurance, utilities, fuel, reserves for repairs, maintenance, and replacement), and the ability of the family to secure mortgage financing. As a general guide, the ratio between annual income and purchase price is about 2.25 times annual income.

The information booklet distributed to all site occupants specifically states that relocation housing should be within the occupant's ability to pay.

4. Location Standards

All housing to which displacees are referred will be reasonably accessible to places of employment and in areas generally not less desirable in regard to public utilities and public and commercial facilities.

C. Temporary Relocation

The Authority does not anticipate the need for temporary relocation; however, residential site occupants will be temporarily relocated whenever it is necessary because of a declared national emergency, and/or if the continued occupancy constitutes a substantial danger to the health or safety of the occupants, and/or to effect monetary savings in project costs. However, no site occupant will be temporarily relocated into a facility which is less desirable in character than the housing unit vacated, and the temporary facility will be safe and habitable.

When temporary relocation is determined to be necessary, the Authority will:

1. Take whatever steps are necessary to assure that the person is temporarily relocated to a decent, safe and sanitary dwelling; and
2. Pay the actual reasonable out-of-pocket expenses incurred in moving to and from the temporarily occupied housing and any increase in rent and utility costs for such housing for a period not to exceed twelve (12) months.
3. Make available to such person, as soon as feasible, at least one comparable replacement dwelling.
4. Inform the person of their continuing eligibility for relocation payments and other assistance for permanent relocation. The temporary relocation will in no way diminish the responsibility of the Relocation Department in obtaining permanent housing for the site occupants.

D. Relocation Assistance for Families and Individuals

1. The Redevelopment Authority's Relocation Department will develop an informational program to advise site occupants of available relocation assistance and all pertinent information pertaining to the redevelopment of the site.

Informational Pamphlets will be distributed to all site occupants setting forth:

- a. The purpose of the Relocation Program and the assistance available through the Relocation Department.
- b. The assurance that site occupants will not be required to move except on a temporary basis or for eviction reasons before they have been given an opportunity to obtain decent, safe and sanitary housing within their financial means.
- c. The fact that Federal Housing Administration acquired properties are a relocation resource, a listing of these properties with size and price will be available for examination to assist interested site occupants in contacting agents.
- d. That site occupants may apply for public housing, if eligible, and cooperate with the Relocation Department in seeking their own standard, private re-housing accommodations when possible and notifying the office prior to moving.
- e. The standards for decent, safe, and sanitary housing.
- f. Eviction policy.
- g. Availability of Relocation Payments and that details are obtainable at the relocation office.

A relocation worker will contact each commercial and industrial business concern and non-profit organization to determine relocation needs and to explain benefits available to assist their move.

Space needs and locational preference of business firms will be secured and efforts made to discover and prevent any special problems which could hinder the orderly relocation of business establishments from the project area.

B. Relocation Assistance for Business Concerns and Non-Profit Organizations

1. The Relocation Department will distribute a business relocation pamphlet describing the redevelopment process and the manner in which it affects businesses to all concerned business owners in the project area. The Relocation Department will arrange meetings with business owners in the area to explain the program, answer questions, and in general to guide business firms in moving to a new location under the most advantageous conditions.
2. A relocation worker will personally call on the principal of all business concerns affected by the area program. This person will be liaison between business firms and other sections and divisions of the Authority.
3. The Relocation Department maintains close contacts with real estate agents. Agents send in listings of commercial and industrial buildings available for rent or for sale. Arrangements shall include provisions of real estate agencies, brokers, and boards in or near the project area, to which business concerns may be referred for assistance in obtaining commercial space. These lists will be made available to business firms which must relocate.
4. Relocation payments will be made to eligible business concerns to cover moving expenses, any actual direct loss of property, and other benefits as set forth in Regulations governing relocation payments.

III. Relocation Resources

The primary resources available to displaced "persons" are the relocation benefits and services mandated by the Eminent Domain Code, as amended, of the Commonwealth of Pennsylvania. The Redevelopment Authority of the City of Philadelphia, relying upon years of experience in administering an effective relocation program, will deliver to all displacees the relocation benefits and assistance provided under the law.

The Relocation Department will obtain assistance of professional residential, industrial and commercial realtors in the relocation process. Public, quasi-public and private organizations and agencies dedicated to helping individuals, families and businesses will be sought for their professional expertise, not only to identify suitable relocation sites, but also to provide management and financial assistance and advice, as needed.

The following agencies may be involved in providing relocation sites and financial assistance:

City of Philadelphia, Office of Housing and Community Development (OHCD)
Philadelphia Housing Authority (PHA)

Philadelphia Housing Development Corporation (PHDC)
Philadelphia Industrial Development Corporation (PIDC)
Philadelphia Citywide Development Corporation (PCDC)
Small Business Administration
City of Philadelphia, Department of Commerce

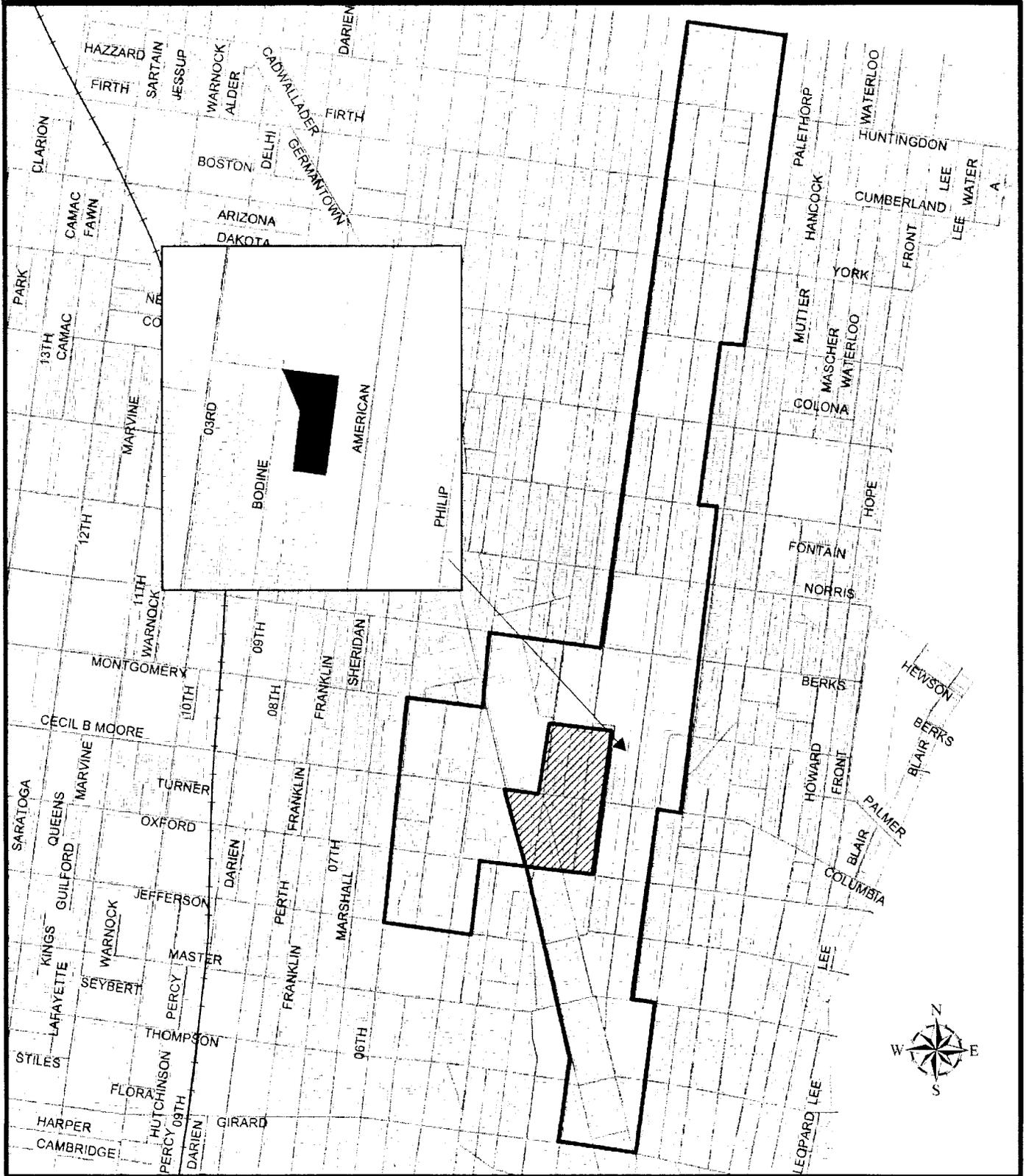
EXHIBIT "E"

AMERICAN STREET INDUSTRIAL CORRIDOR
URBAN RENEWAL AREA
FOURTH AMENDED URBAN RENEWAL PLAN

PROPOSED ACQUISITION LIST

1. 1736 N. American Street
2. 1738 N. American Street
3. 1740 N. American Street
4. 1742 N. American Street
5. 1744 N. American Street
6. 1746 N. American Street
7. 1748 N. American Street
8. 1750 N. American Street
9. 1752 N. American Street
10. A 0.2049 acre parcel located at the south west corner of the stricken and vacated Montgomery Avenue and N. American Street.

American Street Industrial Corridor Urban Renewal Area Fourth Amended Redevelopment Proposal Boundry and Acquisition Map



Excluded Area

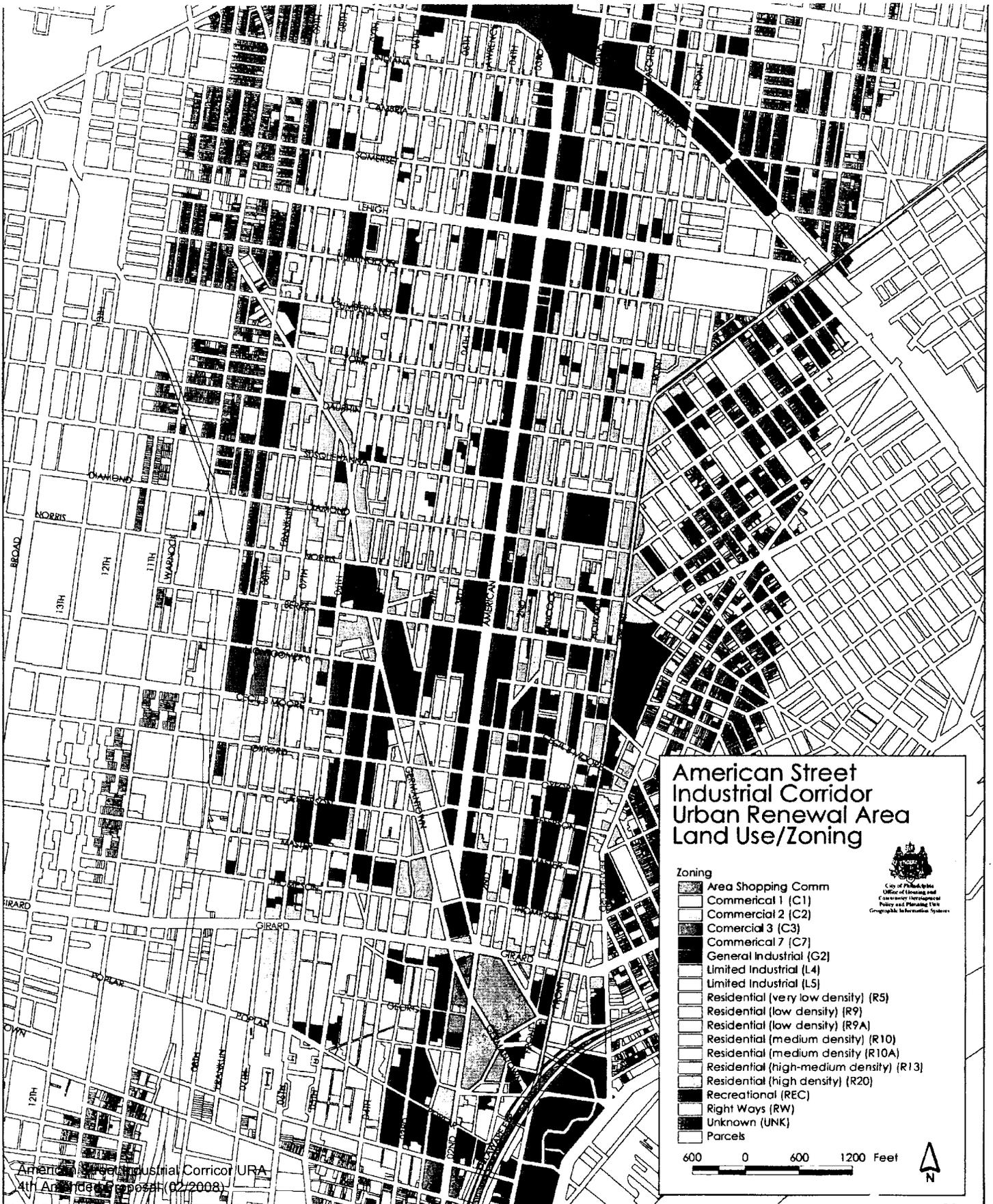
Prepared By: Robert M. LaBum
February 2008

American Street Industrial Corridor Urban Renewal Area
Properties to be Acquired:

4th Amended Proposal (02/2008)

1736 - 1752 N. American Street and a 0.2049 acre parcel located
at the southwest corner of the stricken & vacated Montgomery Ave. and N. American St.

AMERICAN STREET INDUSTRIAL CORRIDOR URA EXISTING AND PROPOSED LAND USE MAP



American Street Industrial Corridor URA
4th Annual Report Proposal (02/2008)

ATTACHMENT "D"

FORM OF REDEVELOPMENT AGREEMENT

REDEVELOPMENT AGREEMENT

BETWEEN

**REDEVELOPMENT Authority OF THE
CITY OF PHILADELPHIA**

AND

_____, _____
**FOR THE DEVELOPMENT OF _____ REDEVELOPMENT AREA,
_____ URBAN RENEWAL AREA, PHILADELPHIA, PENNSYLVANIA,
_____**

THIS AGREEMENT entered into as of _____ by and between the
REDEVELOPMENT AUTHORITY OF THE CITY OF PHILADELPHIA (hereinafter "Authority") and
_____ (hereinafter "Redeveloper").

WITNESSETH THAT:

WHEREAS, the Authority is a public body and a body corporate and politic duly created and organized pursuant to and in accordance with the provisions of the Urban Redevelopment Law of May 24, 1945, of the Commonwealth of Pennsylvania and Law supplemental thereto; and is duly authorized, among other things, to exercise the right of eminent domain, to purchase and acquire real estate, to clear buildings and other improvements therefrom, to enter into agreements with others, and to convey real estate to others, all for the purposes of redevelopment of real estate and the elimination of blighted areas, areas which are inadequately planned, excessive land coverage, inadequate light, air and open space, defective design, construction, street pattern and lot layout, and economically and socially undesirable land uses, and in connection therewith to take all such action as is provided for herein; and

WHEREAS, the City Planning Commission, in conformity with the provisions of the Urban Redevelopment Law, on _____ certified as a redevelopment area that portion of the City of Philadelphia (hereinafter "City") described as _____ Redevelopment Area; and

WHEREAS, the City Planning Commission has completed a detailed Redevelopment Area Plan, dated _____, as may have been amended from time to time, for the redevelopment of _____ Redevelopment Area, making recommendations for land uses, standards of population densities, land coverage, zoning changes, street layout and street changes, and other details as therein set forth; and

WHEREAS, the Authority has prepared a detailed urban renewal plan, dated _____, adopted by the Authority on _____, and approved by City Council of Philadelphia by Ordinances approved _____, as may have been amended from time to time, (hereinafter "Plan"), for a portion of _____ Redevelopment Area, known as _____ Urban Renewal Area, of which the hereinafter described real state is a part; and

WHEREAS, the Authority has prepared a detailed Disposition Supplement dated _____, attached hereto as Exhibit "D", and approved by City Council of Philadelphia by Resolution No. _____ approved (hereinafter "Disposition Supplement")' and

WHEREAS, the Redeveloper is authorized to enter into this Agreement and to acquire real estate for the purposes hereinafter described; and

WHEREAS, the Authority has authorized the execution delivery and recording of this Agreement pursuant to Resolution No. _____ of the Authority adopted _____; and

WHEREAS, it is the purpose of this Agreement to eliminate the blighted Area and to develop thereon _____ and other improvements to increase the land values in the _____ Urban Renewal Area by eliminating economically and socially undesirable land uses for the promotion of the health, safety, convenience and welfare of the citizens and Philadelphia.

NOW, THEREFORE, the parties hereto, each of which intends to be legally bound hereunder, in consideration of these Premises and mutual undertakings, agree and follows:

**ARTICLE I
SALE AND CONVEYANCE OF THE Premises**

1.1 The Premises. The real estate covered by this Agreement is situated in the _____ Ward of the City of Philadelphia, Commonwealth of Pennsylvania, more particularly described in Exhibit A, attached hereto and made part hereof (hereinafter "Premises").

1.2 Title. The Authority, at its sole cost, has acquired or shall acquire good and marketable title to the Premises, such as will be insured by at least one reputable title insurance company or companies in the City at regular rates and thereafter shall such convey title to the Premises to the Redeveloper by special warranty deed subject to the terms and conditions of this Agreement, which deed shall be delivered at settlement; the provisions of the Plan; and applicable zoning, planning and building regulations of the City. The Authority warrants and represents that the Premises may be used in accordance with the Plan.

1.3 Preparation of Deeds. The Authority shall prepare all deeds to the Premises and appurtenant easements at its own cost and expense.

1.4 Recordation of Instruments. The Authority shall have this Agreement, or a Memorandum of this Agreement, recorded in the Department of Records of the City of Philadelphia before the recordation of the deeds delivered in accordance with this Agreement, which recordation shall be the responsibility of the Redeveloper and shall take place immediately after settlement.

1.5 Price. The price of consideration which Redeveloper shall pay to the Authority for the Premises shall be _____ (\$) Dollars. The Redeveloper shall pay to the Authority the purchase price in cash or by certified check upon delivery of a deed to the Premises.

1.6 Time of Settlement. Subject to the provisions of paragraph 1.7, the Redeveloper shall take title to the Premises in accordance with the terms of this Agreement not later than _____ (0) months after the delivery to the Redeveloper of an executed copy of this Agreement by the Authority, provided, however, that the Conditions

Precedent set forth in Article II have been fulfilled. The Redeveloper shall schedule settlement within such time limit by notifying the Authority by letter thirty (30) days in advance of the proposed settlement date, enclosing a copy of a preliminary title report, obtained by Redeveloper at its sole cost and expense, covering Redeveloper's interest in the Premises.

1.7 Inability of Authority to Convey Title. In the event that the Redeveloper shall give proper notice of settlement and the Authority shall be unable to convey to the Redeveloper title as aforesaid within twelve (12) months of the delivery to the Redeveloper of an executed copy of this Agreement by the Authority, the Redeveloper shall within thirty (30) days thereafter have the following options: (1) taking such title as the Authority can give without abatement of price; (2) notifying the Authority in writing of an intent to request an extension of this Agreement, in which case the parties may agree to an extension of not more than twelve (12) months by separate written agreement, but, in the absence of such agreement within thirty (30) days of such notice, the Redeveloper may exercise only option (1) or (3) of this paragraph; or (3) terminating this Agreement and being repaid all monies paid as security in accordance with paragraph 1.12 hereof, in which event there shall be no further liability or obligation by either of the parties hereunder, all executed copies of this Agreement shall be returned to the Authority and this Agreement shall become null and void. If this Agreement is extended under option (2) and the Authority is unable to convey title as aforesaid within the period of the extension, the Redeveloper may exercise either option (1) or (3) within thirty (30) days of the end of the extension period under option (2). If the Redeveloper fails to exercise any option seasonably, this Agreement shall automatically terminate as if option (3) had been exercised.

1.8 Loss or Damage to Premises. Any loss or damage to the Premises or to any improvements thereon which may occur between the date of this Agreement and the time of conveyance of title to the Redeveloper, as a result of fire or other casualty, shall in no way affect, void or impair any of the provisions of this Agreement.

1.9 Taxes. All transfer and real estate taxes, if any, assessed to the Premises or this transaction shall be borne by the Redeveloper.

1.10 Waiver of Formal Tender. The parties hereto waive tender of any executed deed and purchase money.

1.11 Place of Settlement. The Authority shall deliver the deeds to the Premises and the parties shall make settlement at the office of the Authority or at such other place in the City as the parties shall mutually agree.

1.12 Deposit.

(A) In consideration of the Premises being retained by the Authority in anticipation of settlement, the Redeveloper has deposited with the Authority cash or equivalent acceptable to the Authority in a total amount of _____ (\$) Dollars, as a good faith deposit, upon the following terms and conditions:

(1) should the Authority tender title in accordance with this Agreement and should the Redeveloper fail to take title to the Premises in accordance with paragraph 1.6 of this Agreement, the Authority may, in addition to any other remedies it may have, retain the deposit absolutely, together with any interest accrued thereon. The Authority shall be under no obligation, but shall have the right to put the security deposit at interest.

(B) To secure the obligations of the Redeveloper under the terms of this Agreement, the Redeveloper agrees that the good faith deposit tendered to secure settlement, in addition to any other security required by the Authority, shall continue to be held by the Authority as a security deposit under the following terms and conditions:

(1) after completion of the work required to be performed by the Redeveloper to the satisfaction of the Authority, the issuance of a certificate of completion in accordance with paragraph 3.16 and the performance of all the terms, conditions and other requirements of this Agreement, provided that the Redeveloper is then not in violation of any covenant of this Agreement or of any of the Addenda to this Agreement, the deposit, together with any interest paid thereon, shall be returned to the Redeveloper after thirty (30) days written notice to the Authority. The Authority shall be under no obligation, but shall have the right to put the security deposit at interest.

(2) should, however, the Redeveloper fail to comply faithfully with the terms and conditions of this Agreement or of any of the Addenda to this Agreement, the Authority may, in addition to any other remedies it may have, retain the deposit absolutely, together with any interest accrued thereon. The Authority shall be under no obligation, but shall have the right to put the security deposit at interest. Any interest paid on the security deposit shall be retained with the security deposit as additional security.

**ARTICLE II
CONDITIONS PRECEDENT**

In addition to the strict compliance by the Redeveloper with all of the other terms and conditions of this Agreement and the performance by the Redeveloper of all of its obligations hereunder to the date of settlement, the following shall also be conditions precedent to the Authority's obligations to convey title to the Premises under this Agreement:

2.1 Financial Responsibility. Together with the execution and delivery of this Agreement by the Redeveloper, it has submitted to the Authority a Redeveloper's Statement for Public Disclosure and a Redeveloper's Statement of Qualifications and Financial Responsibility, the approval of which by the Authority, not to be unreasonably withheld, shall be a condition precedent to settlement under this Agreement.

2.2 Preliminary Plans. Together with the execution and delivery of this Agreement by the Redeveloper, it has submitted to the Authority plans and such other documents as may be required to show the type, material, structure and general character of the improvements to be constructed on the Premises (hereinafter "Preliminary Plans"), which shall be formally acknowledged and identified as the Preliminary Plans and shall be identified by date, the approval of which by the Authority, not to be unreasonably withheld, shall be a condition precedent to settlement under this Agreement. Upon approval by the Authority the Preliminary Plans submitted will be initialed by or on behalf of the Redeveloper and the Authority, attached hereto and made a part hereof as Exhibit "".

2.3 Prevailing Wage Compliance. Together with the execution and delivery of this Agreement by the Redeveloper, it has completed, executed and submitted to the Authority a Plan of Compliance With Prevailing Wage Standards ("Prevailing Wage Plan"), the approval of which by the Authority shall be a condition precedent to settlement under this Agreement. In deciding whether to approve the Prevailing Wage Plan of the Redeveloper, the Authority shall consider, among other factors, the prior record, with respect to prevailing wage matters, of the particular contractors and subcontractors to be employed at the Premises by the Redeveloper and whether the Prevailing Wage Plan follows the form of the Plan previously furnished to the Redeveloper by the Authority. Upon

its approval by the Authority, the Prevailing Wage Plan shall be attached to this Agreement as Addendum III and all of the covenants, terms and other provisions thereof shall be incorporated into and be deemed a part of this Agreement.

ARTICLE IIA
MORTGAGE FINANCING

2A.1 Notice of Financing, Encumbrances, Removal of Encumbrances. Should the Redeveloper propose to obtain a loan or financing for the acquisition of or construction of Improvements upon the Premises under this Agreement to be secured by a mortgage, lien, security interest or other encumbrance upon the Premises or any part thereof, the Redeveloper shall so notify the Authority in writing at least thirty (30) days prior to settlement and send, together with such notice, copies of all documents involved in such loan or financing.

Should any other lien, security interest or other encumbrance attach to the Premises or any part thereof, unless created with the prior written consent of the Authority, whether created voluntarily or involuntarily, by operation of law or otherwise, under the terms of this Agreement or as an event of default under Article V, the Redeveloper shall notify the Authority immediately in writing. The Redeveloper shall immediately take all necessary action to and shall remove, satisfy or discharge the said lien, security interest or other encumbrance.

2A.2 Mortgagee Not Obligated to Construct. Each mortgagee, lienor, secured party or holder of any other encumbrance authorized by the Authority (hereinafter sometimes referred to as "Approved Mortgagee") who obtains title to the Premises or any part thereof as a result of foreclosure or other judicial proceedings or action in lieu thereof shall not be obligated by and shall be exempted from those provisions of this Agreement which require construction and completion of the Improvements to be erected on the Premises nor shall an Approved Mortgagee be obliged to guarantee such construction and completion nor shall any covenant or other provision in the deed to the Redeveloper be construed to create such obligation. The above exemptions shall not run in favor of any purchaser at foreclosure or judicial

sale other than an Approved Mortgagee; nor in favor of any person who subsequently obtains title to the Premises or any part thereof from an Approved Mortgagee; provided, however, that no person, including an Approved Mortgagee, may devote the Premises or any part thereof to any use or construct any Improvements thereon other than those uses and Improvements provided and permitted in accordance with this Agreement.

2A.3 Mortgagee's Option. In the event of a default by Redeveloper in its obligations under this Agreement, each such holder of an approved mortgage covering Redeveloper's interest in the Premises shall have the right, at its option, to cure or remedy such default and to add the cost thereof to the sums due under said mortgage and the lien thereof. Any such holder who shall properly complete the Project and other related improvements with respect to which Redeveloper is obliged to or permitted to construct pursuant to this Agreement shall be entitled to a Certificate or Certificates of Completion by the Authority to such effect and in the same manner as provided in this Agreement.

2A.4 Mortgagee's Option to Cure Defaults by the Redeveloper. Upon receipt of notice by the Authority that the Redeveloper is in default under this Agreement, any Approved Mortgagee shall have the right to exercise the following options with the prior written consent of the Authority, not to be unreasonably withheld:

- (1) to assume the position of the Redeveloper under this Agreement and all rights, duties and obligations of the Redeveloper under this Agreement as if such Approved Mortgagee were substituted for and succeeded the Redeveloper in all provisions of this Agreement, in which event the Authority may require, among other things, as a condition to its consent, the prior execution and delivery of an Agreement between the Authority and the Approved Mortgagee modifying this Agreement; or
- (2) to sell, assign or transfer all of its right, title and interest to the Premises to a purchaser, assignee or transferee who shall expressly assume all of the covenants, agreements and obligations of the Redeveloper under this Agreement, by written instrument to be recorded in the Department of Records of the City of Philadelphia, in which event the time limits set forth in this Agreement may be extended by the Authority for such reasonable period of time as may then be necessary to complete the performance of the Redeveloper's obligations under this Agreement.

The Approved Mortgagee shall have the right to elect the first option above only if it shall exercise such option within ninety (90) days after the receipt of the notice of default as provided in paragraph 2A.6. In the event that the option set forth in paragraph 2A.4(1) is not elected by the Approved Mortgagee by written notice to the Authority within ninety (90) days after the receipt of notice of default as provided in paragraph 2A.6, the second option shall remain available to the Approved Mortgagee.

2A.5 Certification to Approved Mortgagee. In conjunction with approval of any mortgage, lien, security interest or other encumbrance, the Authority will indicate in writing to the Approved Mortgagee whether the Redeveloper is then in default of any of the provisions of this Agreement and the nature and status of any such default, if any.

2A.6 Notices of Default to and from Mortgagees. A copy of any notice of default delivered by the Authority to the Redeveloper under paragraph 5.2 shall be sent to each Approved Mortgagee at the last address of each Approved Mortgagee shown in the Authority's records. A copy of any notice or demand delivered by any mortgagee, lienor, secured party or other encumbrancer to the Redeveloper with respect to any breach or default by the Redeveloper with regard to any of the provisions of any such mortgage, lien, security interest or encumbrance shall be forwarded to the Authority in accordance with paragraph 6.8.

ARTICLE III CONSTRUCTION OF IMPROVEMENTS

3.1 Obligation to Redevelop. The Redeveloper shall redevelop the Premises in a good and workmanlike manner in accordance with the Preliminary Plans; in accordance with the plans, designs and specifications approved by the Authority in accordance with paragraph 3.2; the Disposition Supplement, the Plan and in conformity with the requirements of section 11 (a) (2) of the Urban Redevelopment Law.

3.2 Submission of Final Plans. The Redeveloper shall submit to the Authority for its review and approval three (3) copies of all necessary Final Plans, designs and specifications for the development of the Premises, including architectural and landscaping drawings (hereinafter "Final Plans"), not later than

sixty (60) days prior to the start of construction. The Redeveloper shall label these "Final Plans", identify them by date and include as a part of the Final Plans a statement that they were prepared substantially in accordance with the Preliminary Plans provided under paragraph 2.2. The Redeveloper shall not commence any work other than excavation until approval by the Authority of the Final Plans is given in writing; provided, however, that if no written approval is given by the Authority within thirty (30) days after such submission, the Authority shall be deemed to have given its approval, unless the Authority shall have requested in writing an additional thirty (30) days period for approval.

Should the Authority, in its discretion, reject the Final Plans, it shall inform the Redeveloper in writing of the reason therefor and the Redeveloper shall submit amended Final Plans, within thirty (30) days following any such rejection. This procedure shall be followed in the event of any additional rejections by the Authority; provided, however, that repeated refusal or failure to submit satisfactory Final Plans shall be an event of default and cause for termination of this Agreement by the Authority in accordance with Article V.

3.3 Changes in Approved Plans. The Redeveloper shall not make any material change in any Preliminary or Final Plans which have been approved in accordance with the provisions of Article II or Article III hereof without the prior written approval of the Authority. The Authority's review and approval will follow the procedures set forth in paragraph 3.2.

3.4 Progress Report and Inspection of the Premises. The Redeveloper shall submit to the Authority for its review and approval three (3) progress reports which shall include, but not be limited to, a statement of the current status of construction, an estimate of the remaining construction schedule, including the estimated date of when the next major inspection period will be reached, and a statement of any delays that have been encountered. The progress reports shall be submitted upon completion of the foundation, when the project is "roofed-in" and upon final completion.

The Redeveloper shall furnish reasonable access to the Premises at all times during construction for the use and inspection of the Authority, its agents and representatives and those of the City of Philadelphia. All material and workmanship may be subject to inspection, examination and tests by the Authority, its agents and representatives and those of the United States at any and all times during construction and at any place where construction is carried on. The Redeveloper shall furnish all facilities and give such assistance for inspection, examination and tests as the Authority, its agents and representatives and those of the United States may require, and shall secure for the Authority, its agents and representatives and those of the United States, free access to all parts of the work of construction at all times during construction.

3.5 Employment of Registered Architect by Redeveloper. Unless specifically waived in writing by the Executive Director of the Authority, the Redeveloper shall employ at its sole cost and expense a registered architect during construction and until completion of its improvements under this Agreement. The architect shall visit the site with sufficient regularity to familiarize himself with the progress and quality of work and to determine whether the work is proceeding in accordance with this Agreement. The architect shall inform the Authority of the progress of the work in order to protect both the Redeveloper and the Authority against defects and deficiencies. The Redeveloper is not bound, however, to provide an architect to make continuous on-site inspections or to be responsible for construction means, methods, techniques, sequences or procedures or for safety precautions or programs in connection with the work, provided that the Redeveloper has otherwise made adequate provision for proper inspection and supervision of construction. Upon completion of its improvements, the Redeveloper shall deliver to the Authority a certificate of the architect that the work has been substantially completed in accordance with this Agreement. In the event that the Redeveloper shall fail to provide an architect to perform any and all of the services described in this paragraph, the Authority may provide such architectural services for the Redeveloper, payment for which shall be made by the Redeveloper to the Authority upon demand.

3.6 Permits, Licenses, Approvals and Variances. The Redeveloper shall secure and pay for at its sole cost and expense any and all permits, licenses, approvals and variances required by any governmental body. The Authority shall assist the Redeveloper in securing such permits, licenses, approvals and variances.

3.7 Commencement and Completion of Construction. The construction of the improvements by the Redeveloper under this Agreement shall be commenced within _____ (0) month(s) after settlement under Article I and shall be completed to the satisfaction of the Authority within _____ (0) month(s) from the date of settlement.

3.8 Mechanics Liens. The Redeveloper agrees that, until completion of the improvements, every contract for the construction, installation, alteration, repair of or addition to the improvements to be constructed under this Agreement, where the estimated cost shall exceed five hundred (\$500.00) dollars, shall contain a provision obligating the contractors to the prompt payment for all material furnished, labor supplied or performed, rental for equipment employed and services rendered by public utilities, in or in connection with the constructions of the improvements, whether or not the said material, labor, equipment or services enter into and become component parts of the improvements contemplated, and provisions shall be made for an appropriate bond for the prompt payment by contractor for materials, supplies, labor, services and equipment, in such form as the Authority may prescribe, which provisions shall be construed for the benefit of the parties in interest as set forth in section 11 (a) (4-1) of the Urban Redevelopment Law.

Before commencement of the construction of the improvements, the Redeveloper shall file in the Office of the Prothonotary of the Court of Common Pleas of Philadelphia effective waivers of mechanics liens, between itself and any and all contractors, in form satisfactory to General Counsel of the Authority, and shall, in addition, include effective waivers of mechanics liens in all contracts with its contractors and materialmen, and see that such waivers are included in all contracts between any contractors and their

subcontractors and require in all such contracts the execution by each subcontractor and materialman of a release of mechanics liens, in recordable form, upon final payment.

3.9 Advertising of the Project. The Redeveloper shall erect, display prominently and maintain on the Premises a sign indicating the proposed development. The sign shall be erected within ten (10) days of written notice given by the Authority to the Redeveloper. The sign shall be at least four feet by six feet and shall contain the following language:

"This site will be developed by (name of the Redeveloper) for the erection of (description of development) as part of Philadelphia's Community Development Program with the co-operation of the City of Philadelphia, Mayor, and the Redevelopment Authority of the City of Philadelphia, Executive Director."

3.10 Archaeological Artifacts. For the purpose of preserving archaeological evidence of the history of Philadelphia, the Redeveloper shall furnish the Authority with exclusive access to the Premises at reasonable times during the excavation of the site for the use and inspection of the authorized representatives of the Authority. Should the Redeveloper's excavation operation disclose any archaeological evidence, including remains of buildings or artifacts, the Redeveloper shall promptly notify the Historical Commission of the City of Philadelphia which, with the cooperation of the Redeveloper, shall make arrangements for the removal of such artifacts. Any artifacts found are and shall become the sole and exclusive property of the City and any archaeological findings shall in no way contribute to or cause any changes in the value of the Premises.

3.11 Indemnification. The Redeveloper shall defend, indemnify and hold harmless the Authority from, against and of any and all claims for injury or damage arising from or during the performance of the Redeveloper's obligations under this Agreement. The Redeveloper shall furnish to the Authority, prior to its entry upon the Premises for any purpose, a certificate of general liability insurance in a sum not less than One Million Dollars (\$1,000,000.00), with an insurance company with the Best rating of A or better duly authorized to write such insurance, in form and with companies satisfactory to the

Authority. The policy shall name the Authority as additional insured and be Broad Form Comprehensive General Liability, including Public Liability and Property Damage Coverage for bodily injury, accidental death and damage to property, which may arise from the operations under this Agreement, whether such operations are by the Redeveloper or by anyone directly or indirectly employed by either of them and providing that coverage may not be canceled or terminated without sixty (60) days prior written notice to the Authority, said insurance coverage to remain in full force and effect until the issuance of a certificate of completion.

3.12 Maintenance of the Premises in Accordance with the Disposition Supplement and the Plan. The Premises shall, for a period of _____ (0) years from _____, which date is the date of the approval of Urban Renewal Plan by City Council, be used only for _____ purposes, including access drives and walkways and landscaping, and in accordance with this Agreement, the Disposition Supplement and the Plan.

During this period, the Redeveloper shall maintain the Premises and the improvements developed thereon in such manner and in such condition as to assure their continuance as a desirable part of the _____ Urban Renewal Area and to remove and keep out the elements of blight, inadequate planning, defective design and arrangement of buildings and economically and socially undesirable land uses, and shall provide and enforce adequate safeguards to assure such maintenance. The provisions of paragraph 3.12 shall be contained in any deed or deeds from the Authority or from its successors or assigns to the Redeveloper or to its successors or assigns conveying or purporting to convey the Premises or any part or interest therein.

3.13 Destruction of Premises. In the event that any improvements or portion thereof constituting a part of the Premises shall be damaged or destroyed by any casualty the Redeveloper shall, at its sole cost and expense, repair, restore, and reconstruct the damaged or destroyed portion of the said improvements in such a manner that upon the completion of such repairs, restoration and reconstruction

such improvements shall conform to the controls established by the Plan and to the provisions of this Agreement.

3.14 Insurance of the Premises. The Redeveloper shall, at its sole cost and expense, maintain insurance of the Premises in an amount sufficient to guarantee performance of its obligations under paragraph 3.13 and in any event in an amount not less than the full insurable value of the Premises and improvements thereon. The full insurable value shall be defined as the replacement cost of the Premises and the improvements thereon, plus the cost of removing the debris produced by the destruction of the improvements by casualty, less the fair market value of the Premises as a cleared sit. The amount of insurance shall be increased as the full insurable value increases, an evaluation of which shall be made annually on the anniversary date of settlement.

The Redeveloper shall furnish the Authority, prior to its entry upon the Premises, a certificate of insurance for said purpose in form and with companies satisfactory to the Authority and providing that coverage may not be canceled or terminated without sixty (60) days prior written notice to the Authority.

3.15 Fine Arts. The Redeveloper agrees to provide, appropriate works of Fine Arts in accordance with the Authority Fine Arts Policies and Procedures dated April 18, 1984, a copy of which has been forwarded to the Redeveloper and receipt of which is hereby acknowledged. The Redeveloper agrees to expend for such Fine Arts sum no less than one percent (1%) of the Total Construction Cost Budget as therein defined.

The Redeveloper further agrees to provide within the project area an inscribed plaque identifying the name of the artist, title to the object, dated of dedication, and that the project area was developed in cooperation with the REDEVELOPMENT Authority and the COMMONWEALTH OF PENNSYLVANIA.

3.16 Certificate of Completion. Promptly after completion of the Redeveloper's improvements on the Premises in accordance with the provisions of this Agreement and after receipt of all unpaid Prevailing Wages (as defined in the Prevailing Wage Plan attached to this Agreement as Addendum II) by

all workers employed at any time by contractors or subcontractors engaged to redevelop the Premises, the Authority shall furnish the Redeveloper with a certificate of completion in form recordable in the Department of Records of the City. If the Authority shall refuse or fail to provide such certificate of completion in accordance with this Agreement, the Authority shall, within thirty (30) days after written request by the Redeveloper, provide the Redeveloper with a written statement indicating in adequate detail in what respects the Redeveloper has failed to complete the improvements or pay Prevailing Wages in accordance with the provisions of this Agreement or is otherwise in default and what measures or acts it will be necessary for the Redeveloper to take or perform in order to obtain such certification.

3.17 Environmental Contamination. For the purpose of this Agreement, the term "environmental contamination" shall mean the uncontained presence of hazardous substances on the Premises, which may require remediation under any applicable law, regulation or ordinance.

3.18 Disclaimer of Warranties and Representations. The Authority makes no warranties or representation concerning the existence of any environmental contamination on the Premises, or upon any adjoining land or improvements and the Authority is not and at any time and under any circumstances responsible for any of such conditions or for the care, remedy or removal thereof, and that the Redeveloper is purchasing the Premises in its present "as is" condition.

3.19 Environmental Indemnity. The Redeveloper agrees that in the event that any person, persons or legal entity(s) of any kind who have acquired or at any time hereafter may acquire any interest in the Premises shall make any demand(s) or claim(s) or institute legal or other proceedings against the Authority, or join the Authority in any legal or other proceedings, the Redeveloper will, in addition to the indemnity in Section 3.11 of this Agreement, indemnify and hold the Authority harmless from any and all such demands, claims, liabilities, judgments, awards, fines and penalties related to environmental contamination, whether arising by judicial or administrative decision, determination or action, or by order, fine or otherwise; which indemnification shall include all legal, professional and consulting fees, costs and

expenses incurred by the Authority in defending such proceedings; and which indemnification shall be paid to the Authority as incurred thereby, upon presentation of invoices. The Authority therefore shall be released and discharged from any and all liabilities, duties and obligations of every kind and nature whatsoever, excepting only such liabilities, duties and obligations, if any, expressly agreed to and assumed in writing by the Authority.

The Redeveloper agrees that the indemnity mentioned in this Section 3.19 shall be legally binding upon the Redeveloper and the said Redeveloper's heirs, successors, administrators, executors and assigns; shall run with the land, may be recorded by the Authority, and shall be legally binding upon all successors in interest to the Redeveloper; shall survive any settlement and closing with respect to any transfer at any time present and hereafter, of any interest in the Premises by the Redeveloper or by the Authority.

3.20 Right to Inspect. Prior to settlement, the Redeveloper shall have the right, but not the duty, to enter and conduct an inspection of the Premises including invasive tests, at any reasonable time, and shall have the right, but not the duty to retain at its sole expense an independent professional consultant to enter the Premises to conduct an inspection and to review any report concerning the environmental condition of the Premises prepared by the Authority. In conducting such reviews and investigations, the Redeveloper shall (i) execute a Right-of-Entry in a form and under terms acceptable to the Authority; (ii) use its best efforts to minimize interference with the business of the Authority; and (iii) to restore the condition of the Premise and to restore any damage to the condition of the Premises.

ARTICLE IV COVENANTS AGAINST DISCRIMINATION AND RESTRICTIONS AGAINST CERTAIN TRANSFERS

4.1 Non-discrimination in Construction of Premises. In the construction of the improvements in accordance with the provisions of this Agreement:

- (1) The Redeveloper will not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, sexual orientation, or national origin. The Redeveloper will take affirmative action to ensure that applicants are employed, and that employees are treated during employment,

without regard to their race, color, creed, religion, sex or national origin. Such action shall include, but not be limited to, the following: hiring, promotion, position, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Redeveloper agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Authority setting forth the provisions of this non-discrimination clause.

- (2) The Redeveloper will, in all solicitations or advertisements for employees placed by or on behalf of the Redeveloper, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, sexual orientation, or national origin.
- (3) The Redeveloper will send to each labor union or representative of workers with which the Redeveloper has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Authority, advising the labor union or workers' representative or the Redeveloper's commitment under this Agreement and Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Redeveloper will comply with all provisions of Executive Order 11246 of September 24, 1965 (hereinafter "Executive Order"), and of the rules, regulations and relevant orders of the Secretary of Labor, in particular those contained in Addendum I hereto, which is incorporated herein and made part hereof.
- (5) The Redeveloper will furnish all information and reports required by the Executive order, and by the rules, regulations and orders of the Secretary of Labor or the Secretary of Housing and Urban Development pursuant thereto, and will permit access to the Redeveloper's books, records and accounts by the Authority, the Secretary of Housing and Urban Development and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- (6) In the event of the Redeveloper's noncompliance with the non-discrimination clauses of this Agreement or with any of the aforementioned rules, regulations or orders, the Authority may cancel, terminate or suspend this Agreement, in whole or in part, and the Redeveloper may be declared ineligible for further federal government contracts or federally assisted construction contracts in accordance with procedures authorized in the Executive Order, and such other sanctions may be imposed and remedies invoked as provided in the Executive Order or by rules, regulations or orders of the Secretary of Labor, or as otherwise provided by law.
- (7) The Redeveloper will include the provisions of this paragraph in every contract or purchase order and will require the inclusion of these provisions in every

subcontract entered into by any of its contractors, unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of the Executive Order, so that such provisions will be binding upon each such contractor, subcontractor or vendor. The Redeveloper will take such action with respect to any construction contract, subcontract or purchase order as the Authority or the Department of Housing and Urban Development may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the Redeveloper becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Authority or the Department of Housing and Urban Development, the Redeveloper may request the United States to enter into such litigation to protect the interests of the United States. For the purpose of including such provisions in any construction contract, subcontract or purchase order as required hereby, the language of this paragraph shall be preceded by the words "During the performance of this Contract, the Contractor agrees as follows:" and the term "Redeveloper" shall be changed to "CONTRACTOR".

4.2 Non-discrimination in Use of Premises. The Redeveloper hereby covenants, promises and agrees to and with the Authority as follows:

- (1) No person shall be deprived of the right to live in the Premises, or to use any of the facilities therein, by reason of race, color, creed, religion, sex, sexual orientation, disability, or national origin.
- (2) There shall be no discrimination in the use, sale or lease of any part of the Premises against any person because of race, color, creed, religion, sex, sexual orientation, disability or national origin.
- (3) All advertising, including signs, for sale or rental of the whole or any part of the Premises shall include the legend "An Open Occupancy Building" in type or lettering of easily legible size and design. The word "Project" or "Development" may be substituted for the word "Building" where circumstances require such substitution.
- (4) The agreements and covenants provided in this paragraph 4.2 shall be covenants running with the land and they shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Agreement itself, to the fullest extent permitted by law and equity, inure to the benefit of and be enforceable by the Authority, the City, any successor in interest to the Redeveloper of the Premises or any part thereof, the owner of any other land, or of any interest in such land, in the Urban Renewal Area which is subject to the land use requirements and restrictions of the Plan and the United States, and against the Redeveloper, its successors and assigns and any party in possession or occupancy of the Premises or any party thereof. Moreover, the Authority and the United States shall be deemed beneficiaries of the provisions of this paragraph 4.2, both for and in their own respective rights and also for the purposes of protecting the interest of the community and the other beneficiaries

thereof. The provisions of paragraph 4.2 shall run in favor of the Authority and the United States for the entire period during which such provisions shall be in force and effect, without regard to whether the Authority or the United States has been, or is an owner of any land or interest therein to or in favor of which such provisions relate. The Authority and the United States shall have the right, in the event of a breach of any provision hereof, to exercise all the rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the said provisions to which it or any other beneficiaries may be entitled.

- (5) The provisions of subparagraph (3) hereof shall remain in effect until and only until . The provisions of subparagraph (1) and (2) hereof shall be perpetual.
- (6) The provisions of paragraph 4.2 shall be contained in any deed or deeds from the Authority or from its successors or assigns to the Redeveloper or to its successors or assigns conveying or purporting to convey the Premises or any part thereof or interest therein.

4.3 Speculation Prohibited. The Redeveloper represents and warrants that its purchase of the Premises and its undertakings pursuant to this Agreement are and will be for the purpose of redevelopment of the Premises and not for speculation in land holding. The Redeveloper further recognizes that, in view of

- (1) the importance of the redevelopment of the Premises to the general welfare of the community;
- (2) the substantial financing and other public aids that have been made available by law and by the federal and local governments for the purpose of making such redevelopment possible; and
- (3) the fact that a transfer of the ownership in the Redeveloper or of a substantial part thereof, or any other act or transaction involving or resulting in a significant change in the ownership or with respect to the identity of the parties in control of the Redeveloper or the degree thereof, is for practical purposes a transfer or disposition of the Premises then owned by the Redeveloper,

the qualification and identity of the Redeveloper and its owners are of particular concern to the community and the Authority. The Redeveloper recognizes that it is because of such qualifications and identity that the Authority is entering into this Agreement with the Redeveloper and, in so doing, is further willing to accept and rely on the obligations of the Redeveloper for the faithful performance of all undertakings and hereby by it to be performed without requiring in addition a surety bond or similar undertaking for such performance of all undertakings and covenants in this Agreement.

4.4 Restrictions on Transfer and Assignment of Interest in the Redevelopment. For the foregoing reasons, the Redeveloper represents and agrees for itself, its owners, whether stockholders, partners, associates or otherwise, and any successor in interest of itself and its owners, respectively, that no person, corporation, partnership or other legal entity owning ten (10%) percent or more of the legal or equitable interest in the Redeveloper, whether represented by stock or otherwise (such holder of ten (10%) percent interest being hereinafter called "Owner"), whether the Redeveloper is a corporation, limited or general partnership, association, joint venture or any other legal entity whatsoever, shall, nor shall the Redeveloper, prior to the issuance by the Authority of a certificate of completion as set forth in paragraph 3.16:

- (1) transfer, cause to be transferred or suffer any legal or equitable interest in the Redeveloper or the stock of the Redeveloper to be transferred; or
- (2) cause or suffer to be caused any similar significant change in the legal or equitable ownership of the Redeveloper or of the stock of the Redeveloper or in the relative distribution thereof, the identities of the parties in control of the Redeveloper or the degree of control by any method or means whatsoever.

The Redeveloper and the parties signing this Agreement on behalf of the Redeveloper warrant that they have the authority of all the existing stockholders or interest holders of the Redeveloper to agree to the provisions of paragraph 4.4 on behalf of such stockholders or interest holders and to bind them with respect thereon.

4.5 Information Regarding Ownership and Control of the Redeveloper. The Redeveloper shall furnish the Authority with a complete statement, subscribed and sworn to by the president, managing partner or other executive officer of the Redeveloper, setting forth all of the stockholders or interest holders of the Redeveloper and the extent of their respective holdings, whether the interest held is legal or equitable, and the names of all directors and officers of the Redeveloper. This information shall be furnished;

- (1) prior to the delivery of the deed to the Redeveloper and as a condition precedent thereto,

- (2) in the event of any change whatsoever in the legal or equitable ownership of the stock of or any interest in the Redeveloper or any other event resulting in any change in the ownership of the stock of or any interest in the Redeveloper or in the relative distribution thereof or in the identity of the parties in control of the Redeveloper or the degree thereof, and
- (3) at any time the Authority specifically requests such information from the Redeveloper, or any officer, director or Owner of the Redeveloper.

4.6 Restrictions on Transfer and Assignment by the Redeveloper. For the reasons set forth in paragraph 4.3, the Redeveloper also agrees that it shall not assign this Agreement without the prior written consent of the Authority which consent shall not be unreasonably withheld. The Redeveloper shall not sell, mortgage, pledge, encumber, lease or otherwise transfer the Premises or any part thereof, nor will it suffer any such transfer to be made, without the prior written consent of the Authority, which consent shall not be unreasonably withheld, until completion of all work as provided in Article III and the issuance of a certificate of completion by the Authority. The Redeveloper warrants that it has not made or created or suffered to be made or created any total or partial sale, mortgage, pledge, encumbrance, lease or other transfer of the Premises or other part thereof, nor has it assigned this Agreement or any of its rights or obligations under this Agreement. Before the issuance by the Authority of a certificate of completion, however, the Redeveloper may enter into any agreement to sell, lease or otherwise transfer the Premises or any part thereof or interest therein after the issuance of such certificate, which agreement shall not provide for payment of or on account of the purchase price or rent for the Premises or the part thereof or interest therein to be so transferred prior to the issuance of such certificate. The Redeveloper shall submit to the Authority for review all instruments and other legal documents involved in effecting transfer, including, but not limited to, all financing, construction, management and other instruments and documents in any way related to such transfer, at least thirty (30) days before the intended transfer; if the transfer is approved by the Authority its approval shall be indicated to the Redeveloper in writing.

4.7 Minority and Female Owned Business Enterprise Requirements. The Redevelopment Authority is committed to encouraging fair and non-discriminatory business and

employment practices and to expanding opportunities for minorities, women and disadvantaged individuals.

The Authority hereby advises the Redeveloper and all contracting parties who participate in the redevelopment project through the Redeveloper, of its anti-discriminating policy whereby the Authority condemns the use of discriminatory business and employment practices and strongly encourages the use of qualified and available Minority Business Enterprises ("MBE") and Women's Business Enterprises ("WBE") in all aspects of the redevelopment process. The Redeveloper herewith agrees to cooperate with the Authority in insuring their participation of MBE's and WBE's in the redevelopment process and will utilize its best efforts to insure that MBE's and WBE's have the maximum practicable opportunity to compete for contract work. The Redeveloper further agrees to submit to the Authority an Anti-Discrimination Plan ("Discrimination Plan"), in the form incorporated into Addendum II, attached hereto and made a part hereof, or such other form as may be mutually agreeable between the Authority and the Redeveloper, whereby the Redeveloper will explain in detail how it intends to insure against discrimination in the issuance of contracts. An acceptable Discrimination Plan must state specifically and unequivocally how the Redeveloper intends to insure that its agents and all authorized individuals associated with the project will abide by the Discrimination Plan.

ANY REFUSAL TO DO BUSINESS WITH QUALIFIED MINORITIES OR WOMEN BUSINESSES OR TO COMPLY WITH MANPOWER UTILIZATION REQUIREMENTS MAY RESULT IN LIABILITY FOR A BREACH OF CONTRACTUAL OBLIGATIONS AND/OR VIOLATION(S) OF FEDERAL, STATE OR LOCAL LAWS NOTWITHSTANDING THE ABSENCE OF ANY DIRECT EVIDENCE OF DISCRIMINATORY INTENT. IN ADDITION, TO PROMOTE FURTHER THIS POLICY, THE AUTHORITY WILL FAVORABLY CONSIDER REQUESTS TO ELIMINATE, TO THE EXTENT PERMITTED BY LAW, BARRIERS TO THE PARTICIPATION OF MINORITY OR FEMALE BUSINESSES OR INDIVIDUALS. THE Redeveloper AGREES TO COOPERATE FULLY AND EXPEDITIOUSLY WITH AUTHORITY REQUESTS FOR INFORMATION PERTAINING TO THE REDEVELOPER'S COMPLIANCE WITH THE VARIOUS EQUAL EMPLOYMENT AND OTHER CIVIL RIGHTS OBLIGATIONS.

**ARTICLE V
DEFAULT AND REMEDIES**

5.1 Events of Default. Each of the following shall constitute an event of default under this Agreement:

- (1) if any proceeding under the provisions of the Federal Bankruptcy Code shall be filed against the Redeveloper or the Redeveloper shall submit themselves to such proceeding; or
- (2) if the Redeveloper shall make an assignment for the benefit of creditors; or
- (3) if a receiver shall be appointed for the Redeveloper or the property or assets of the Redeveloper; or
- (4) if the Redeveloper or any contractor engaged to perform work at the Premises, commences work at the Premises for which a permit license, variance or other approval is required by a governmental body but is not obtained; or
- (5) if the Redeveloper, in the opinion of the Authority, fails to prosecute the work upon the Premises vigorously with such force of workmen and mechanics as shall be satisfactory to the Authority; or
- (6) if the Redeveloper shall, in the opinion of the Authority, refuse, omit or neglect to furnish and supply a sufficiency of property, materials and workmen or either, required to prosecute the work upon the Premises to completion; or
- (7) if the Redeveloper fails to pay for any work or materials when due; or
- (8) if any mechanics or materialmen's lien or claim is filed against the Premises or notice of intention to file such is given and not removed, satisfied or discharged; or
- (9) if any judgment, lien (including the lien of delinquent taxes), encumbrance, notice of lien, attachment, levy or any other adverse charge be entered or filed against the Premises or improvements thereon other than a mortgage approved by the Authority in accordance with the provisions of paragraph 4.6 and not removed, satisfied or discharged; or
- (10) if the Redeveloper shall provide false or inaccurate information, or shall violate or fail to keep, perform or comply with any of the terms, provisions and covenants to be kept, complied with and performed, in the Prevailing Wage Plan attached to this Agreement as Addendum III; or

- (11) if the Redeveloper violates or fails to keep, perform or comply with any of the terms, provisions and covenants to be kept, complied with and performed under this Agreement.

5.2 Notice of Default. Except as otherwise provided in Paragraph 5.3, upon the occurrence of any event of default under this agreement by either party thereto (hereinafter sometimes "defaulting party"), such party shall, upon written demand from the other (hereinafter sometimes "aggrieved party"), proceed immediately to cure or remedy such event of default, in any event, within sixty (60) days of receipt of such written demand. If the defaulting party fails both (1) to take and diligently pursue such action and (2) to cure and remedy the event of default or breach, all within sixty (60) days after receipt of such demand, or if the event of default is such that it cannot be cured or remedied within such time, the aggrieved party may institute forthwith any and all proceedings permitted by law or equity and not barred under this Agreement, including, but not limited to, an action to compel specific performance by the defaulting party of its obligations.

5.3 Violation of Prevailing Wage Plan. Upon the occurrence of any event of default described in subparagraph (10) of paragraph 5.1, the Redeveloper shall, upon written demand from the Authority, proceed immediately to cure or remedy such event of default within ten (10) days of receipt of such written demand. If the Redeveloper fails both (1) to take and diligently pursue such action and (2) to cure and remedy the event of default or breach, all within ten (10) days after receipt of such demand, or if the event of default is such that it cannot be cured or remedied within such time or at any time (such as a event of default by providing false or inaccurate information), the Authority may institute and exercise forthwith any and all proceedings and remedies permitted by law or in equity and not barred under this Agreement including, but not limited to, the right to:

- (1) enjoin Redeveloper, and any of its contractors and their subcontractors, from continuing to redevelop the Premises; and/or
- (2) compel Redeveloper to pay Prevailing Wages to any worker employed by any contractor or subcontractor engaged in the redevelopment of the Premises; and/or

- (3) compel Redeveloper to comply with any of the terms, provisions or covenants to be kept, complied with and performed under the Prevailing Wage Plan attached to this Agreement as Addendum III; and/or
- (4) suspend or debar the Redeveloper, and/or any contractor or subcontractor engaged in the redevelopment of the Premises, from contracting with, or otherwise performing work for any person or entity in connection with such person's or entity's contract with, the Authority for up to three (3) years, all in accordance with procedures adopted and followed by the Authority's Contract Administration Committee; and/or
- (5) require Redeveloper to pay to the Authority Two Hundred Dollars (\$200.00) for each day that at least one worker engaged by any contractor or subcontractor to redevelop the Premises is paid less than Prevailing Wages. The Redeveloper and the Authority hereby acknowledge and agree that the payments to be made to the Authority under this subparagraph are liquidated damages and are not a penalty. These sums represent the deficiencies in payment to workers and the administrative, legal, and other costs and fees to be incurred by the Authority, its employees, agents and professional contractors, with respect to the collection and enforcement of Prevailing Wages.

5.4 Termination and Cancellation of Agreement. If the event of default occurs before conveyance of all or part of the Premises to the Redeveloper or consists of a failure or refusal to convey or accept conveyance of all or part of the Premises in accordance with the terms of this Agreement, then the aggrieved party may, in addition to any other remedies not inconsistent with such action, cancel this Agreement, subject to the provisions of paragraphs 5.2 and 5.3.

5.5 Condition Subsequent and Right of Re-Entry. This Agreement has been entered into, and any deed to the Premises or appurtenant easements from the Authority to the Redeveloper shall contain a provision or limitation to the effect that the conveyance is being made, upon express condition that upon the happening and continuance of any of the events of default as indicated below in subparagraph (1), (2), (3), or (4) then the Authority may enter into the Premises or any appurtenant easement and, by this entry terminate the estate that had been conveyed by the Authority to the Redeveloper by such deed and revert title to the Premises or any appurtenant easement in the Authority absolutely:

- (1) if the Redeveloper shall default in or violate its obligations with respect to the construction of the improvements, including the times provided for the beginning

and completion thereof, or shall abandon or substantially suspend construction work, and any such default, violation, abandonment or suspension shall not be cured, ended or remedied within ninety (90) days (one hundred eighty (180) days, if the default is with respect to the date for completion of the improvements) after written demand by the Authority so to do; or

- (2) if the Redeveloper shall fail to pay real estate taxes or assessments on the Premises or any part thereof when due, or shall place thereon any encumbrance or lien unauthorized by this Agreement, or shall suffer any levy or attachment to be made, or any materialmen's or mechanics lien, or any other unauthorized encumbrance or lien to attach, and such taxes or assessments shall not have been paid or such encumbrance or lien removed or discharged or provision satisfactory to the Authority made for such payment, removal or discharge, within sixty (60) days after written demand by the Authority so to do; or
- (3) if there is, in violation of this Agreement, any transfer of the Premises or any part thereof, or any change in the ownership or distribution of the stock of the Redeveloper, or with respect to the identity of the parties in control of the Redeveloper or the identity of the parties in control of the Redeveloper or the degree thereof, except as permitted in Article IV, and such violation shall not be cured within sixty (60) days after written demand by the Authority to the Redeveloper (or, if such transfer be entered of record, immediately and without demand);or
- (4) if the Redeveloper shall violate or fail to keep, perform or comply with any of the terms, provisions or covenants to be kept, complied with and performed in the Prevailing Wage Plan attached to this Agreement as Addendum III, and such violation or failure shall not be cured within thirty (30) days after written demand by the Authority so to do; or if the Redeveloper shall provide false or inaccurate information in the Prevailing Wage Plan attached to this Agreement as Addendum III;

Provided, however, that such condition subsequent and any revesting of title as a result thereof in the Authority shall always be subject to and shall not defeat, render invalid, or limit in any way (i) any approved mortgage, or (ii) any rights or interests provided in this Agreement for the protection of approved mortgagees, and shall not apply to (iii) individual parts or parcels of the Premises (or, in the case parcels leased, the leasehold interest) on which the improvements constructed thereon have been completed in accordance with this or (iv) such parcels with respect to which title has been conveyed to a transferee previously approved by the Authority and the Department of Housing and Urban Development, which transferee is not himself in default.

5.6 Waiver of Appeal and Right to File Lis Pendens. The parties recognize and agree that the purpose of this Agreement is to fulfill the public policies embodied in the Plan and entrusted by law for execution to the Authority, that the redevelopment of these Premises is important to the general welfare of the City, and that substantial public assistance has been made available pursuant to federal, state and local law for the purpose of making such development possible and in connection with the acquisition and assembly of land by the sovereign power of eminent domain and in connection with the delivery of the Premises to the Redeveloper.

Accordingly, the Redeveloper expressly agrees that in the event the Authority fails or refuses to go to settlement under Article I of this Agreement, terminates this Agreement under paragraph 5.4 or re-enters the Premises and effects a revestment of title to the Premises under paragraph 5.5 or 5.7, the Redeveloper will in no event resort to, and hereby knowingly, voluntarily, intelligently and upon the advice of counsel waives any and all rights to equitable defenses, procedures of court and remedies which prevent the continuing enjoyment or the immediate and unequivocal revestment of a clear and marketable title to the Authority, including but not limited to any action or counterclaim for specific performance, injunctive relief or any action at law or equity which may result in the entry of the pendency of any legal or equitable action in the judgment index in the Office of the Prothonotary of the Court of Common Pleas of Philadelphia, the filing of a lis pendens or any cloud on title with respect to the Premises; but the Redeveloper may have recourse to an action at law for money demands under the terms of the Agreement.

5.7 Irrevocable Power of Attorney. In order to secure further its obligations under this Agreement, the Redeveloper hereby irrevocably makes, constitutes and appoints the Executive Director and Deputy Executive Director of the Authority, or any of them and any of their successors their true and lawful attorneys, for themselves and in their name, place and stead, to enter into and take possession of the Premises and appurtenant easements, in or to which they are now possess or seized or in any way entitled or interested; and to grant, bargain and sell the same or any part thereof, for One (\$1.00) Dollar lawful money

of the United States of America or such sum or price and upon such terms as them or any of them shall deem to meet; and to make, execute, acknowledge and delivery good and sufficient deeds and conveyances for the same, either with or without covenants or warranty; and to let and demise said Premises and appurtenant easements for such rent and term or terms as they or any or them shall deem advisable; and to ask, demand, recover, receive and receipt for all sums of money which shall become due and owing to it by reason of any such bargain, sale or lease and to take all lawful ways and means for the recovery thereof; and to compound and agree for the same, and to execute and deliver good and sufficient discharges and acquittance therefor; and to execute and deliver a cancellation agreement to the Authority, in the form set forth in Exhibit "" attached hereto and made part hereof, thereby terminating this Agreement; with power to substitute one or more attorney or attorneys under them or any of them in or concerning the foregoing or any part thereof, and the same at their pleasure or the pleasure of any of them to revoke; giving and granting unto their said attorney or any substitute or substitutes full power and authority to do and perform all and every act and thing whatsoever, requisite and necessary to be done in and about the foregoing, as fully to all intents and purposes as they might or could do if personally present, hereby ratifying and confirming all that their said attorney (or the substitute or substitutes) shall lawfully do or cause to be done by virtue hereof.

5.8 Distribution Upon Sale After Revestment of Title. Upon the revesting in the Authority of title to all or any part of the Premises under paragraphs 5.5 or 5.7 hereof the Authority shall, pursuant to its responsibilities under state law, use its best efforts to resell the premises or part thereof (subject to any mortgage liens and leasehold interest as set forth and provided in paragraph 5.5) as soon as in such manner as the Authority shall find feasible and consistent with the objectives of such law and of the Plan to a qualified and responsible party or parties (as determined by the Authority) who will assume the obligation of making or completing the improvements or such other improvements in their stead as shall be satisfactory to the Authority and in accordance with the uses specified for the Premises or part thereof in the Plan. Upon such resale of the Premises, the proceeds thereof shall be applied:

- (1) first, to reimburse the Authority, on its own behalf or on behalf of the City, for all costs and expenses incurred by the including but not limited to salaries of personnel, in connection with the recapture, management and resale of the Premises or part thereof (but less any income derived by the Authority from the Premises or part thereof in connection with such management); all taxes, assessments, and water and sewer charges with respect to the Premises or part thereof or, in the event the Premises is exempt from taxation or assessment or such charges during the period of ownership thereof by the Authority, an amount equal to such taxes, assessments or charges (as determined by the City assessing official) as would have been payable if the Premises were not so exempt; any payments made or necessary to be made to discharge any encumbrances or liens existing on the Premises or part thereof at the time of reversion of title thereto in the Authority or to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults or acts of the Redeveloper, its successors or transferees; any expenditures made or obligations incurred with respect to the making or completion of the improvements or any part thereof on the Premises or part thereof; and any amounts otherwise owing the Authority by the Redeveloper, and
- (2) second, to reimburse the Redeveloper up to the amount equal to the sum of the purchase price paid by it for the Premises (or allocable to the part thereof) and the monies actually invested by it in making any of the improvements on the Premises or part thereof, less any gains or income withdrawn or made by it from this Agreement.

Any balance remaining after such reimbursements shall be retained by the Authority as its property.

5.9 Force Majeure. Neither the Authority nor the Redeveloper shall be deemed in default on account of any failure in performance due to unforeseeable causes beyond control of and without its fault or negligence, including but not restricted to acts of God or of the public enemy, fires, floods, epidemics, quarantine restrictions, strikes, riots, civil commotion, freight embargoes, shortages of material, or acts of the federal government or any of its agencies, or delays of sub-contractors due to any such causes.

5.10 Rights and Remedies Cumulative. The rights and remedies of the parties to this Agreement, whether provided by law or by this Agreement, shall be cumulative, and the exercise by any party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for any other default or breach by the other party unless otherwise expressly provided herein.

Notwithstanding the existence of specific remedies such as liquidated damages hereinbefore provided the parties hereto shall have the right to obtain from a court of competent jurisdiction injunctive relief, specific performance and such other equitable remedies as may be permitted by law and not barred under this Agreement.

ARTICLE VI MISCELLANEOUS PROVISIONS

6.1 Compliance with Applicable Law. The Redeveloper and the Authority agree to comply with all applicable federal, state and local requirements, statutory or administrative, now in effect or hereafter enacted but of retroactive application, and if necessary to execute and deliver an amendatory Agreement or a new Agreement in order to meet said requirements.

6.2 Severability. If any provisions of this Agreement is held invalid as a result of its conflict with any federal, state and local requirements, statutory or administrative, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the requirements of applicable law and with the Plan.

6.3 Recordation. The parties agree that a Memorandum of Agreement is intended to be recorded in the Department of Records of the City.

6.4 Merger. None of the provisions of this Agreement shall be deemed or are intended to be merged by reason of any subsequent deed, and any subsequent deed which shall be recorded shall not be deemed to affect or impair the provisions, obligations and covenants of this Agreement.

6.5 Interpretation of the Agreement. The parties recognize and agree that the purpose of this Agreement is to fulfill the public policies embodied in the Plan and entrusted by law for execution to the Authority, that the redevelopment of the Premises is important to the general welfare of the City, and that substantial public assistance has been made available pursuant to federal, state and local law for the purpose of making such development possible and in connection with the acquisition and assembly of land by the sovereign power of eminent domain and in connection with delivery of the Premises to the Redeveloper.

Accordingly, any provision of the law to the contrary notwithstanding, in the event of doubt or dispute, the terms and provisions of this Agreement shall be interpreted most strictly in favor of the Authority and against the Redeveloper.

6.6 Redeveloper an Independent Contractor. The Redeveloper is an independent contractor and is neither the servant, agent or employee of the Authority.

6.7 Time of the Essence. Time is of the essence of all provisions of this Agreement and amendments thereto.

6.8 Notices. All notices, demands or other communications under this Agreement by any party to the others shall be in writing and shall be deemed sufficiently given or delivered only if dispatched by registered or certified mail, postage prepaid, return receipt request, or delivered personally. In the case of the Redeveloper, notice shall be sent to the attention of

In the case of the Authority, notice shall be sent to the attention of both the Executive Director and the Project Manager, at

16th Floor,
1234 Market Street East
Philadelphia, Pennsylvania 19107

or such other address as the Authority may from time to time designate in writing.

6.9 Conflict of Interest. The Redeveloper shall not without prior written consent of the Authority, which consent shall not be unreasonably withheld, employ any person who has participated in the planning or execution of the improvements to the Premises as an employee or agent of the Authority or the City or permit any such person to acquire directly or indirectly an interest in the Redeveloper or in the Premises prior to certification by the Authority of the completion of the improvements thereon in accordance with this Agreement. Nor shall the Redeveloper prior to certification by the Authority of the

completion of the improvements to the Premises under this Agreement enter into any contract to make payments to or make any payments to any such employee or agent of the Authority or the City. No member or employee of the Authority shall acquire any personal interest, direct or indirect, in any redevelopment project or in this Agreement, nor shall any such member or employee participate in any decision relating to this Agreement which affects his personal interest or the interests of any corporation, partnership or association in which he is, directly or indirectly, interested.

6.10 Inducement. The Redeveloper represents and warrant that the Redeveloper, or anyone acting on behalf of the Redeveloper, has not employed any persons to solicit or procure this Agreement through illegal or unethical means, and has not made nor received, nor will make or receive, any payments to or from anyone in connection with the procurement of this Agreement or any other agreement in connection with this Project through illegal or unethical means. Failure to comply with the provisions of this paragraph shall be an Event of Default under the Agreement.

6.11 Title Not Part of Agreement. The titles of the Articles and paragraphs of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

6.12 Integration. This Agreement contains the whole agreement between the Redeveloper and the Authority and there are no other terms, obligations, covenants, representations, statements or conditions, oral or otherwise, of any kind whatsoever.

6.13 Stipulation Against Waiver. No extension or indulgence granted to the Redeveloper and no alteration, change or modification of this Agreement consented to or agreed to by the Authority, nor any other act or omission of the Authority or any of its agents, shall constitute an amendment to or modification of this Agreement or be interposed as a defense against the enforcement of the Authority's rights under this Agreement or give rise to an implied waiver or equitable estoppel, but this Agreement may be modified or

amended only by a document of equal dignity signed, seal and delivered to by the Authority and the Redeveloper.

6.14 Effect of Certificate of Completion. Upon issuance of a Certificate of Completion by the Authority as provided in paragraph 3.16, the terms, conditions and obligations of this Agreement shall be deemed completed and/or terminated except for those covenants contained in the deed to the Redeveloper which are covenants running with the land.

6.15 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns, including any public body which shall succeed to or have assigned to it any of the functions of the Authority with respect to this Agreement, and any transferee of the Redeveloper, and any reference to the Authority or the Redeveloper in this Agreement shall include reference to their respective successors, assigns and transferees, unless the contrary is explicitly provided.

IN WITNESS WHEREOF, the Redeveloper has caused this Agreement to be executed by its proper officers and its respective seal affixed hereto and attested the day and year first above written.

ATTEST

REDEVELOPER

BY: _____

[CORPORATE SEAL]

IN WITNESS WHEREOF, the Authority has caused this Agreement to be executed by its proper officers and its respective seal affixed hereto and attested _____ day of _____, 2006.

ATTEST:

REDEVELOPMENT
AUTHORITY OF THE CITY OF
PHILADELPHIA

Deputy Executive Director

BY: _____
Executive Director

[CORPORATE SEAL]

Approved as to Legal Form

Redevelopment Authority of the
City of Philadelphia

By: _____
Attorney-at-Law

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF PHILADELPHIA :

On this _____ day of _____, 2006, before me the undersigned officer, personally appeared _____ who acknowledged himself to be the _____ of _____ being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of _____ by himself as

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

NOTARY PUBLIC

My Commission expires:

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF PHILADELPHIA :

On this _____ day of _____, 2006, before me the undersigned officer, personally appeared Michael Koonce who acknowledged himself to be the Executive Director of the Redevelopment Authority of the City of Philadelphia being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of Redevelopment Authority of the City of Philadelphia by himself as Executive Director.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

NOTARY PUBLIC

My Commission expires:

ATTACHMENT "E"
DEVELOPMENT COST FORM

ATTACHMENT "F"
CERTIFICATE OF ACCURACY

CERTIFICATION OF ACCURACY

I, _____, the undersigned, on behalf of _____, the developer, certify that I have reviewed and submitted the development proposals for the Logan RFP, the proposed development, including the documentation and information contained therein, and certify that to the best of my knowledge and belief that the proposal does not contain any inaccurate statement(s).

I further acknowledge that if I make any false statements or material omissions will be subject to such penalties as are now or may in the future be prescribed by statute, ordinance, common law or regulations including penalty for perjury.

Developer or Authorized Representative:

Date:

ATTACHMENT "G"

DEVELOPER'S STATEMENT OF QUALIFICATIONS AND
FINANCIAL RESPONSIBILITY

DEVELOPER'S STATEMENT OF QUALIFICATIONS AND FINANCIAL RESPONSIBILITY

Kindly answer the following questions which will be utilized in the evaluation of the proposed Developer. All questions must be addressed. If the answer is "None" or "Not Applicable", please so indicate. If space on this form is inadequate for any requested information, it should be furnished on a separate page and referred to under the appropriate numbered item on the form.

1. a. Name of Developer:¹
b. Address of Developer:
2. The land on which the Developer proposes to enter into a contract lease or agreement of sale is described as follows:²
3. Is the Developer a subsidiary of or affiliated with any other corporation or corporations or any other firm or firms?

() Yes () No

If Yes, list each such corporation or firm by name and address, specify its relationship to the Developer and identify the officers and directors or trustees common to the Developer and such other corporation or firm.

4. a. The current financial condition of the Developer, as of _____, 2000 is as reflected in the attached financial statement.

(Note: the certified financial statement must show the assets and the liabilities, including contingent liabilities fully itemized in accordance with accepted accounting standards and based on a proper audit. If the date of the certified financial statement preceded the date of this submission by more than six (6) months, also attach an interim balance sheet not more than sixty (60) days old.)
b. Name and address of auditor of public accounting who performed the audit on which said financial statement is based:
5. The Developer is encouraged to supply any information on the credit rating and credit history of the Developer and each participant. The undersigned, on behalf of the Developer and each participant. The undersigned, on behalf of the Developer, does hereby consent to any and all credit investigations that the City deems appropriate and further authorizes the City and Consultant to obtain any and all credit reports on each

¹ Developer as used herein shall include all ownership interest, both legal and equitable, in the Project. The answer to this question should identify all persons or entities having, or that will have, an ownership interest in the project.

² Any convenient means of identifying the land (such as block and lot numbers or street boundaries) is sufficient. A description by metes and bounds or other technical description is acceptable, but not required.

of the Principals of the Developer.³

6. a. Has any Principal of the Developer been the subject as debtor, of any proceedings under the Bankruptcy Code of the United States within the past ten (10) years?
- b. Has the Developer or any of the Principals of the Developer been charged in court with any felony within the past ten (10) years?
7. Other projects with the City of Philadelphia or its related agencies, in which the Developer or any of the principals of the Developer is or has been the Developer, or has otherwise been significantly involved.
8. Does any member of the governing body of the City of Philadelphia in which the development site is situated or any other public official of the City of Philadelphia, who exercises or might exercise any functions or responsibilities in the review or approval of the carrying out of the project under which the land covered by the Developer's proposal is being made available, have any direct or indirect personal interest in the Developer or in the development or rehabilitation of the property upon the basis of such proposal?

Yes No

If Yes, explain:

9. Statements and other evidence of the Developer's qualifications and financial responsibility (other than the financial statement referred to in 4(a)) are attached hereto and hereby made a part hereof as follows:

³ Principals of the Developer as referred to in this document shall mean the Developer; its parent corporation (if any); any subsidiary or affiliated corporation of the Developer; its principal partners, investors, shareholders, associates or other interested parties.

10. Date business was established: _____.

11. In the spaces below, provide information on all development projects undertaken by the developer within the last five (5) years. (Additional sheets may be added if necessary.)

a. Development Name/Address: _____

Owner Name/Address: _____

Dates Begun/Completed: _____

No. Residential Units & Type: _____

Other Development Size/Type: _____

General Contractor: _____

Development Cost: _____

Construction Cost: _____

Financing - % Equity: _____

% Mortgage(s): _____

% Public (program): _____

Principal Mortgagor: _____

b. Development Name/Address: _____

Owner Name/Address: _____

Dates Begun/Completed: _____

No. Residential Units & Type: _____

Other Development Size/Type: _____

General Contractor: _____

Development Cost: _____

Construction Cost: _____

Financing - % Equity: _____
% Mortgage(s): _____
% Public (program): _____
Principal Mortgagor: _____

c. Development Name/Address: _____

Owner Name/Address: _____

Dates Begun/Completed: _____

No. Residential Units & Type: _____

Other Development Size/Type: _____

General Contractor: _____

Development Cost: _____

Construction Cost: _____

Financing - % Equity: _____
 % Mortgage(s): _____
 % Public (program): _____
Principal Mortgagor: _____

d. Development Name/Address: _____

Owner Name/Address: _____

Dates Begun/Completed: _____

No. Residential Units & Type: _____

Other Development Size/Type: _____

General Contractor: _____

Development Cost: _____

Construction Cost: _____

Financing - % Equity: _____
 % Mortgage(s): _____
 % Public (program): _____
Principal Mortgagor: _____

DEVELOPER'S STATEMENT OF QUALIFICATIONS AND FINANCIAL RESPONSIBILITY

AFFIDAVIT⁴

_____, being duly sworn according to law deposes and says, with the intention of being legally bound hereby, that he/she has personally reviewed the information contained herein and that the statements contained in the foregoing Developer's Statement of Qualifications and Financial Responsibility are true and correct to the best of his/her knowledge and belief; that he/she understands that if he/she knowingly makes any false statements or material omissions herein, he/she is subject to such penalties as now or may in the future be prescribed by Statute, Ordinance, common law or regulations including the penalty for perjury.

WITNESS:

DEVELOPER:

Signature

Signature

Address

Title

Address

Sworn to and subscribed
Before me this day
of , 2000

Notary Public

⁴ If the Developer is an individual, this statement should be signed by such individual; if a partnership, by one of the partners; if a corporation or other entity, by one of its chief officers having knowledge of the facts by this statement

ATTACHMENT "H"

DEVELOPER'S STATEMENT FOR PUBLIC DISCLOSURE

The Redevelopment Authority
of the City Of Philadelphia

DEVELOPER'S STATEMENT FOR PUBLIC DISCLOSURE

Complete this form by answering each question. Each item must be addressed. Leave no blanks; as appropriate, indicate "none" or "not applicable". Sign, date and notarize the Affidavit at the end of this form. If additional space is required to answer any questions, attach additional sheets referring to the numbered items.

1. Name of Developer : ¹
2. Address of Developer:
3. Telephone Number of Developer:
4. Treasury Number (if any) and/or Social Security Number of Developer (if an individual):
5. Name, Title and Telephone Number of Authorized Developer Representative:
6. If this Developer is not an individual doing business under his/her own name, the Developer has the status indicated below and is organized or operating under the laws of _____:
 - () A Corporation
 - () A non-profit or charitable institution or corporation
 - () A Partnership known as _____
 - () A business association or a joint venture known as _____
 - () A Federal, State or Local government or instrumentality thereof
 - () Other (explain)
7. If the Developer is not an individual or a government agency or instrumentality, give date and state of organization:
8. Names, home addresses, dates of birth, title of position (if any), social security numbers, and nature and extent of the interest of primary officers and principal members,

¹ Developer as used herein shall include all ownership interest, both legal and equitable, in the project. The answer to this question together with the answers to questions 8, 9, and 10 should identify all persons or entities having, or that will have, an ownership interest in the Project.

shareholders and investors of the Developer, other than a government agency or instrumentality, are set forth below as follows:

- a. If the Developer is a corporation, the officers, directors or trustees and each stockholder owning more than 10% of any class of stock.²
- b. If the Developer is a non-profit or charitable institution or corporation, the members who constitute the board of trustees or board of directors or similar governing body.
- c. If the Developer is a partnership, each partner whether a general or limited partner, and either the percent of interest or description of the character and extent of interest.
- d. If the Developer is a business association or a joint venture, each participant and either the percent of interest or description of the character and extent of interest.
- e. If the Developer is some other entity, the officers, the members of the governing body and each person having an interest of 10% or more.

(PROVIDE ON NEXT PAGE)

²

If a corporation is required to file periodic reports with the Federal Securities and Exchange Commission under Section 13 of the Securities Exchange Act of 1934, so state under this Item 8, In such case, the information referred to in this item 8 and in Items 9 and 10 is not required to be furnished.

Name
Home Address
Date of Birth
Social Security Number

Position Title
Percent of Ownership Interest
Type of Interest³

1.

2.

3.

4.

5.

6.

7.

(add additional pages if necessary)

³ Specify whether primary officer, principal member, shareholder or investor

9. Names, home addresses, dates of birth, social security numbers, and nature and extent of interest of each person or entity (not names in response to Item 8) who has a beneficial interest in any of the shareholders or investors named in response to Item 8 which gives such person or entity more than a computes 10% interest in the Developer (for example, more than 20% of the stock in a corporation which holds 50% of the stock of the Developer, or more than 50% of the stock in a corporation which holds 20% of the stock of the Developer).

Name	Home Address	Date of Birth	Social Security Number	Description of Character and Extent of Interest
------	--------------	---------------	------------------------	---

1.

2.

3.

10. Names (if not given above) of officers and directors of trustees of any corporation or firm listed under item 8 or Item 9 above.

11. Is the Developer a subsidiary of or affiliate with any other corporation(s) or other firm(s)?
 Yes No

If "Yes", provide:

Other Corporation/ Firm name	Principals common to Developer & other Firm	Type of Relationship
---------------------------------	--	-------------------------

12. Development Team Members:

Legal Counsel:

Architect(s):

Engineer(s):

Auditors:

General Contractor:

Other Professionals:

Supporting/Administrative Staff:

13. None of the individuals mentioned in Paragraphs 8, 9, 10, or 11 is or has any close relative who is an officer, elected official or employee of the government of the City of Philadelphia or Redevelopment Authority of the City of Philadelphia, except as follows: (if none, so state)

<u>Name of Individual</u>	<u>Name of Relative</u>	<u>Relationship</u>	<u>Position with City</u>
---------------------------	-------------------------	---------------------	---------------------------

13. Has the Developer or its principals been a developer, stockholder, officer, director, trustee, or partner in other development projects of the Redevelopment Authority, or the City of Philadelphia or its related agencies.

Yes No

If "Yes" provide:

<u>Other Project Name</u>	<u>Date Completed</u>	<u>City Agency Name</u>	<u>Developer Role</u>
---------------------------	-----------------------	-------------------------	-----------------------

14. Will the Developer or its principals participate through ownership or beneficial interest in any contractor or builder firm in the development of this project?

Yes No

If "Yes" provide:

<u>Developer/Principal Name</u>	<u>Contractor/Builder Firm</u>	<u>Type of Interest</u>
---------------------------------	--------------------------------	-------------------------

15. Does any member of the governing body of the Redevelopment Authority of the City of Philadelphia to which the accompanying proposal is being made or any officer or employee of the Redevelopment Authority of the City of Philadelphia who exercises any function or responsibilities in connection with the carrying out of the project under which the land covered by the Developer's proposal is being made available, have any direct or indirect personal interest in the Developer or in the redevelopment or rehabilitation of the property upon the basis of such proposal?

Yes No

If "Yes" provide:

16. Does any member of the governing body of the City of Philadelphia in which the Urban Renewal Area is situated or any other public official of the City of Philadelphia, who exercises any function or responsibilities in the review or approval or the carrying out of the project under which the land covered by the Developer's proposal is being made available, have any direct or indirect personal interest in the Developer or in the redevelopment or rehabilitation of the property upon the basis of such proposal?

Yes No

If "Yes" explain:

17. Has the Developer been the subject, as debtor or any proceeding under the Bankruptcy Code of the United States within the past ten years?

Yes No

If "Yes" explain:

18. Has the Developer or its principals been charged in court with any felony within the past ten years?

() Yes () No

If "Yes", provide the following information for each case:

<u>Date</u>	<u>Place</u>	<u>Court</u>	<u>Charge</u>	<u>Disposition</u>
-------------	--------------	--------------	---------------	--------------------

19. Has the Developer within the last ten years ever failed to qualify as a responsible bidder, refused to enter into a contract after an award has been made, or failed to complete a construction or development contract?

() Yes () No

If "Yes" explain:

20. The undersigned hereby consents to any and all credit investigations that the Redevelopment Authority deems appropriate, and further authorizes the Authority to obtain any and all credit reports on each of the principals of the Developer:

Developer or Authorized Representative

Date

DEVELOPER'S STATEMENT FOR PUBLIC DISCLOSURE

AFFIDAVIT⁴

_____, being duly sworn according to law deposes and says, with the intention of being legally bound hereby, that he/she has personally reviewed the information contained herein and that the statements contained in the foregoing Developer's Statement for Public Disclosure are true and correct to the best of his/her knowledge and belief; that he/she understands that if he/she knowingly makes any false statements or material omissions herein, he/she is subject to such penalties as now or may in the future be prescribed by Statute, Ordinance, common law or regulations including the penalty for perjury.

WITNESS:

DEVELOPER:

Signature

Signature

Address

Title

Address

Sworn to and subscribed
Before me this day
of , 2000

Notary Public

⁴

If the Developer is an individual, this statement should be signed by such individual; if a partnership, by one of the partners; if a corporation or other entity, by one of its chief officers having knowledge of the facts by this statement

ATTACHMENT "I (a)"

SECTION 3 CERTIFICATION

SECTION 3 CERTIFICATION

TRAINING, EMPLOYMENT, AND CONTRACTING OPPORTUNITIES FOR BUSINESS AND LOWER INCOME PERSONS

- A. The project to be assisted under this Request is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12. U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the project.

- B. Notwithstanding any other provision of this Request, the applicant shall carry out the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary set forth in 24 CFR Part 135 (published in 38 Federal Register 29220, October 23, 1973) and all applicable rules and orders of the Secretary issued thereunder prior to the execution of a Redevelopment Agreement. The requirements of said regulations include but are not limited to development and implementation of an affirmative action plan for utilizing business concerns located within or owned in substantial part by persons residing in the area of the project; the making of a good faith effort, as defined by the regulations, to provide training, employment, and business opportunities required by Section 3; and incorporation of the "Section 3 clause" specified by Section 135, 20(b) of the regulations in all contracts for work in connection with the project. The applicant certifies and agrees that it is under no contractual or other disability which would prevent it from complying with these requirements.

- C. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Secretary issued thereunder prior to approval by the Government of the application for this (agreement) (contract) shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant, its successors and assigns. Failure to fulfill these requirements shall subject applicant, its contractors and subcontractors, its successors, and assigns to the sanctions specified by the Redevelopment Agreement and to such sanctions as are specified by 24 CFR Section 135.

DATE

SIGNATURE

NAME (Type or Print)

ATTACHMENT "I (b)"

CONTRACTOR'S CERTIFICATION OF COMPLIANCE

CONTRACTOR'S CERTIFICATION OF COMPLIANCE

SECTION 3

HOUSING & URBAN DEVELOPMENT ACT OF 1968

CITY OF PHILADELPHIA

OFFICE OF HOUSING AND COMMUNITY DEVELOPMENT

CITY OF PHILADELPHIA'S CERTIFICATION OF COMPLIANCE WITH REGULATIONS TO SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968 AS REQUIRED FOR PARTICIPATION IN THE FEDERALLY FUNDED COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM, PURSUANT TO THE HOUSING AND COMMUNITY ACT OF 1974, PL 93-383.

PURPOSE, AUTHORITY AND RESPONSIBILITY

Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (hereinafter Section 3) requires that to the greatest extent feasible, opportunities for training and employment in a Section 3 covered project be given to lower income residents of the project area and that contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

_____ (hereinafter called the Contractor,

upon being awarded a contract for _____

in the amount

of _____

(\$ _____).

in the City of Philadelphia, to the extent feasible, will make a good faith effort to train and employ lower income residents and shall make a good faith effort to utilize the services of businesses located in or substantially owned by persons who live within the project boundaries.

The contractor has been informed by the City, that the project area boundaries for the Community Development Project will include the immediate zip codes, adjacent zip codes and the municipal limits of the City.

The City has determined that there are approximately 223,703 Lower income persons within the City limits based on the 1990 Census.

To complete the project it is estimated that the Contractor's work force needs will be reflected in the Manpower Utilization and Work Force Needs.

To complete the project it is also estimated that the Contractor will be subcontracting for supplies and services for which certain business concerns eligible under Section 3 could provide. In order to comply with the regulations for utilizations for utilization of businesses under Section 3, the contractor will adopt an Affirmative Action Plan. The contractor will also require each subcontractor, if any, to adopt an affirmative action plan.

The contractor will report to the City on a regular basis (monthly) the results of the Affirmative Action efforts and undertakings per paragraphs A, B, and C, including the efforts of its subcontractors.

NAME OF CONTRACTOR

NAME OF AND TITLE OF CONTRACTOR

ADDRESS AND ZIP CODE

TELEPHONE NUMBER

AUTHORIZED SIGNATURE

DATE

ATTACHMENT "I (c)"

CONTRACTOR'S SECTION 3 AFFIRMATIVE ACTION PLAN

ATTACHMENT "I (d)"

WORKFORCE NEEDS/MANPOWER UTILIZATION

ATTACHMENT "I (e)"

SOLICITATION AND COMMITMENT FORM

SOLICITATION and COMMITMENT FORM (BID)

MINORITY / WOMEN and DISABLED BUSINESS ENTERPRISES

Bid Number: Name of Bidder:	Bid Opening Date:	LIST BELOW ALL FIRMS WHICH WERE SOLICITED REGARDLESS OF WHETHER A COMMITMENT RESULTED														
<input type="checkbox"/> DBE <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SEC.III Company Name: Address: Contact Person: Phone # MBE Certification #	TYPE OF SUBCONTRACT WORK OR MATERIALS	DATE SOLICITED		BY PHONE		BY MAIL		COMMITMENT MADE		YES (GIVE DATE)		NO		GIVE REASON(S) IF NO COMMITMENT		
		QUOTE RECEIVED		YES		NO		AMOUNT COMMITTED TO		Dollar amount		\$				
		%		DATE SOLICITED		BY PHONE		BY MAIL		COMMITMENT MADE		YES (GIVE DATE)			NO	
		%		QUOTE RECEIVED		YES		NO		AMOUNT COMMITTED TO		Dollar amount			\$	
<input type="checkbox"/> DBE <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SEC.III Company Name: Address: Contact Person: Phone # MBE Certification #	TYPE OF SUBCONTRACT WORK OR MATERIALS	DATE SOLICITED		BY PHONE		BY MAIL		COMMITMENT MADE		YES (GIVE DATE)		NO		GIVE REASON(S) IF NO COMMITMENT		
		QUOTE RECEIVED		YES		NO		AMOUNT COMMITTED TO		Dollar amount		\$				
		%		DATE SOLICITED		BY PHONE		BY MAIL		COMMITMENT MADE		YES (GIVE DATE)			NO	
		%		QUOTE RECEIVED		YES		NO		AMOUNT COMMITTED TO		Dollar amount			\$	
<input type="checkbox"/> DBE <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SEC.III Company Name: Address: Contact Person: Phone # MBE Certification #	TYPE OF SUBCONTRACT WORK OR MATERIALS	DATE SOLICITED		BY PHONE		BY MAIL		COMMITMENT MADE		YES (GIVE DATE)		NO		GIVE REASON(S) IF NO COMMITMENT		
		QUOTE RECEIVED		YES		NO		AMOUNT COMMITTED TO		Dollar amount		\$				
		%		DATE SOLICITED		BY PHONE		BY MAIL		COMMITMENT MADE		YES (GIVE DATE)			NO	
		%		QUOTE RECEIVED		YES		NO		AMOUNT COMMITTED TO		Dollar amount			\$	

ATTACHEMENT "J"
TAX STATUS CERTIFICATION

PHILADELPHIA TAX STATUS CERTIFICATION REQUEST

CITY OF PHILADELPHIA DEPARTMENT OF REVENUE

REQUESTER: PHA PHDC PIDC PPA RDA OTHER _____

Taxpayer Name: _____ Date: _____

Taxpayer Trading As: _____

Home Address: _____

Business Address: _____ Business Phone # _____

1. Are you a Registered Taxpayer? Yes No
If so, provide your Federal Employer Identification Number here: > _____
If so, provide your Philadelphia Business Tax Account Number here: > _____
If so, provide your Social Security Number here: > _____

2. Are you presently delinquent in any City of Philadelphia or Philadelphia School District Taxes? Yes No
If so, what tax and amount owed: > _____

3. Are you presently delinquent in Water and Sewer charges? Yes No
If so, amount owed: > \$ _____

4. Have you ever been sued by the City of Philadelphia or the Philadelphia School District or have you declared bankruptcy? Yes No
If so, list date and nature of law suite or filing date of bankruptcy petition: > _____
> _____

5. Are you involved in any other business activity? Yes No
If so, list company name(s) and account number(s) here: > _____
> _____

6. Do you own real estate? Yes No
If so, list address(es) here or on the back of this form. > _____
> _____

I hereby affirm that the information provided above is true and correct to the best of my knowledge, information and belief; said affirmation being made subject to the penalties prescribed by 18 Pa. C.S.A. Sec. 4904 relating to unsworn falsification to authorities.

Name: (Please Print) _____ Title: _____

Signature: _____ Date: _____

ATTACHEMENT "K"

ECONOMIC OPPORTUNITY POLICY AND
REQUIREMENTS/DEVELOPER'S OVERALL PROJECT
GOALS

Economic Opportunity

Policy and Requirements

Purposes

Federal, state and local regulations require that each housing and community development project receiving assistance from the Redevelopment Authority target a share of the employment and business opportunities generated by the project to minorities, women, the disabled, and local low-income residents and firms.

These regulations have two purposes: (1) to ensure nondiscrimination in hiring, purchasing, and contract awards for publicly assisted projects, and (2) to promote local community economic development. They are consistent with City policy as articulated in the Office of Housing and Community Development's Consolidated Plan, which is to maximize the impact of community development funds by using them to provide not only housing but also economic opportunities to disadvantaged individuals and businesses. By targeting opportunities to project-area residents and firms, this policy promotes the capital investment needed to revitalize the City's distressed neighborhoods.

These policies have been established to implement local laws and regulations, including the Mayor's Executive Orders 1-93 and 2-95 (Neighborhood Benefit Strategy) and sections of Local Ordinance Chapter 17-500. They are also consistent with federal statutes, including Section 3 of the Housing and Urban Development Act of 1968 and Presidential Executive Order 11246.

Setting Project Goals

Developers receiving assistance from the RDA will be required to (1) specific hiring, contracting and purchasing goals; (2) develop plans to implement them; (3) make good faith efforts to meet the goals specified; and (4) report on their efforts in a timely fashion to the RDA.

The City's Neighborhood Benefit Strategy encourages developers to establish a goal of returning 50% of the project's economic value to project area residents and firms through hiring, contracting and purchasing. In addition, local, state and federal statutes require developers to make a good faith efforts to contract with and purchase supplies from minority-, women-, and disabled-owned businesses, and to hire minorities and women in each construction trade utilized on the project. These goals are summarized in **Employment/Hiring Goals for RDA-Funded Projects** and **Subcontracting and Purchasing Goals for RDA-Funded Projects** (attached).

RDA Economic Opportunity Policy and Requirements

In general, developers will be expected establish their own project-specific goals for employment, contracting and purchasing in accordance with the activities undertaken and relevant statutory requirements. The developer's project goals should be specified in the Economic Opportunity Plan (see below).

The RDA will evaluate and approve the developer's goals and plan based on the project activity and location. In determining what is achievable, the RDA will take into account the availability of qualified tradespeople, construction contractors, professional services, and suppliers in the project area. The developer's Economic Opportunity Plan will be subject to RDA approval prior to loan closing or the issuance of a proceed order. Once plans are approved, the RDA will hold developers accountable to their project goals and require evidence of progress in meeting them.

The quality of a developer's Economic Opportunity Plan will be a factor in all funding awards made by the RDA. In addition, the developer's performance in actually meeting the goals specified will become part of their track record and will be used as a factor in future decisions.

Implementing Plans

As part of the initial development proposal, the project developer should submit an Economic Opportunity Plan defining the overall project goals for employment and business use, as well as the strategy for meeting them.

The developer is responsible for implementing the Economic Opportunity Plan and reporting on its efforts in meeting the goals for employment and business use. The developer is also responsible for ensuring that contractors working on the project establish and implement their own employment, contracting and purchasing goals.

Generally, the project developer must keep the RDA apprised of all opportunities for hiring, contracting and purchasing. If professional or construction services will be bid out the developer should provide 4 weeks advance notification to the RDA of all bid opportunities. The RDA should be notified each time a professional service contract is awarded.

Upon selection of the general contractor, the developer must notify the RDA of the award and forward a copy of the executed contract, along with the contractor's Certificate of Compliance. The general contractor in turn must submit its own plans for employment and business use, a timeline for subcontracting, and a list of subcontractors that have been contacted and to which commitments have been made (if any).

Once the project is under construction, the general contractor and each subcontractor must submit reports summarizing their employment and business use on a monthly basis.

Submissions

Developers will be required to submit documents describing their goals, strategies, and efforts at several junctures in the course of the project, which are outlined below.

STAGE 1: PROPOSAL PHASE

As a first step, the developer must submit as part of the project proposal an **Economic Opportunity Plan**. This plan should list the project's anticipated contracting opportunities; establish overall hiring, contracting, and purchasing goals' and describe a strategy for meeting them.

- **Project Description**
This section should include a Project Fact Sheet summarizing the proposed development activity and including the street address and zip code of each property to be included in the project.
- **Developer Experience**
Developers should describe their prior experience with equal opportunity, affirmative action, Neighborhood Benefit Strategy, or similar requirements, whether those of the RDA or another public or private agency. Explain the nature of the past requirements, the activities undertaken, the goals established and the results actually attained for each activity. Identify any community-based organizations that served as project partner, joint developer, or co-sponsor.
- **Certifications**
Developers must return a signed Applicant Certification form attesting to the developer's intent to comply with the RDA's economic opportunity requirements (see attached).
- **Overall Project Goals**
Developers must establish overall project goals for hiring, contracting and purchasing in relation to disadvantaged and local individuals and businesses (see **Developer's Overall Project Goals** attached).
- **Implementation Strategy**
The developer must describe the outreach and implementation strategy for achieving the project's economic opportunity goals. As part of the strategy statement, the developer should include/address the following elements:

Identify individual(s) responsible for planning, implementing and tracking the project's economic opportunity goals. Describe their prior experience in this area.

Describe efforts to identify, solicit and hire disadvantaged minority, female, and/or disabled individuals and low-income project-area residents. Identify any private or public resources that will be used. Your plan must identify the local community organization(s) that you plan to utilize as the primary resource for community outreach for the purpose of workforce use and vendor services. Other resources may include (but should not be limited to) the following clearinghouses for disadvantaged job-seekers:

- YouthBuild, a HUD-funded education and job-training program that provides local high school drop-outs (ages 16-24 with basic construction experience
- local hiring halls, which can provide lists of construction laborers and mechanics belonging to local trade unions
- community-based organizations, for help in identifying local residents with relevant construction skills or training

- Private Industry Council, for a list of low-income, unemployed and/or displaced workers with a range of experience and skills
- local unemployment offices, for lists of unemployment workers from the construction trades

Describe plans for advertising/soliciting and selecting contractors for professional and construction services and supplies of building materials. *Even if there are no plans to publicly bid out contracts, contracting opportunities must still be publicized in a way that maximizes the opportunity for full participation.*

Describe plans to structure project activities in ways that create opportunities for project-area firms, disadvantaged minority/women/disabled business enterprises (M/W/DBEs), and neighborhood resident participation. Examples might include:

- negotiating joint ventures between minority/disadvantaged businesses and majority firms
- sizing construction tasks so that smaller firms can bid on them
- encouraging subcontractors to sponsor local residents in training and apprenticeship programs

STAGE 2: PROJECT SELECTION/PREDEVELOPMENT PHASE

After the project has been selected for funding by the RDA, the developer must submit the following documents. *Selection of a project for funding does not itself constitute approval of the developer's economic opportunity plan.*

- **Project Contract Opportunities**
Developers must specify all anticipated opportunities for professional service and construction contracting that will be generated by the project. Indicate which services, if any, have been secured already and which are still to be selected (see **Bid Solicitation and Commitment** below).

Bidding requirements vary depending on the funding source and nature of the project/developer. *Developers may be required to bid out certain services, even though they may have already contracted for them.* The RDA will notify developers upon project selection when bidding will be required.

- **Notification of MBEC**
At a minimum, each developer must notify the Philadelphia Minority Business Enterprise Council (MBEC) of all professional and construction contracting opportunities that will result from the project.
- **Timeline for Selection of Professional Services and General Contractor**
Developers must indicate the dates by which they expect to select and execute a contract with professional service providers and the general contractor.
- **Bid Solicitation and Commitment**
Listing all professional services and contractors solicited. Indicate the dollar value of any and all contracts committed, if any

STAGE 3: SELECTION OF GENERAL CONTRACTOR

The following documents must be provided by the general contractor, as part of the bid submission (if services are bid out) or upon selection.

- **Timeline for construction activity subcontracting**
The GC must specify anticipated dates for advertising bids or soliciting services, selecting subcontractors, forwarding executed contracts, and submitting monthly summary reports.
- **Contractor's Certificate of Compliance**
The GC must sign and return a certification indicating their commitment to making good faith efforts to utilize disadvantaged and/or local low-income residents and businesses in the project.
- **Contractor's Workforce Needs**
The GC must indicate the anticipated number of employment and training positions to be filled during the course of the project.
- **Contractor's Business Use Plan**
The GC must specify the anticipated number and dollar amounts of subcontracts to be let during the course of the project.
- **Bid Solicitation and Commitment**
The GC must list all contractors solicited for each bid opportunity and indicate the dollar amount of contracts committed, if any.

STAGE 4: CONSTRUCTION PHASE

The project developer will be responsible for submitting the following information to the RDA once the project has entered the construction phase. Much of this information will be supplied by the general contractor. Developers are strongly urged to include in their contract with the GC language that requires them to collect and forward this information.

- **Monthly Business Use**
The developer/GC must detail all actual contracting activity, including dollar amounts, for each month the project is under construction.
- **Monthly Workforce/Employment Use**
The developer/GC must detail all actual employment activity, including wages paid, for each month the project is under construction.

FOR FURTHER INFORMATION

In case of questions about these requirements or for further assistance in developing an Economic Opportunity Plan, please contact:

Michael E. Bell

Director of MBE/WBE Development Department

Redevelopment Authority of the City of Philadelphia

1234 Market Street, 16th Floor

Philadelphia, PA 19107

Phone: (215) 209-8635

Fax: (215) 854-6732

DEVELOPER'S OVERALL PROJECT GOALS

Federal, state and local regulations require developers to make good faith efforts to achieve the goals specified below in all housing and community development projects receiving assistance from the Redevelopment Authority of the City of Philadelphia.

Developer's Commitment: On behalf of the developer named below, I have read and understand the RDA's Economic Opportunity Policy and Requirements and hereby commit to the following employment, contracting and purchasing goals for this project.

EMPLOYMENT AND HIRING

Federal, state and local regulations require developers to set the following goals for project-related hiring and employment: Local residents, 50%*; Minorities, 18%; Women, 6.9%; Disabled, established by developer

The overall project goals are:

Local residents	Minorities	Women	Disabled

PROFESSIONAL CONTRACTING

Federal, state and local regulations require developers to set the following goals for project-related professional contracting: Local firms, 50%*; MBE firms, 15%; WBE firms, 10%; DBE firms, 2%

The overall project goals are:

Local firms	MBE firms	WBE firms	DBE firms

CONSTRUCTION CONTRACTING

Federal, state and local regulations require developers to set the following goals for project-related construction contracting: Local firms, 50%*; MBE 18%, WBE 7% and DBE firms 2%.

The overall project goals are:

Local firms	MBE firms	WBE firms	DBE firms

SUPPLY PURCHASING

Federal, state and local regulations require developers to set the following goals for project-related supply purchasing: Local firms, 50%*; MBE firms, 15%; WBE firms, 10%; DBE firms, 2%

The overall project goals are:

Local firms	MBE firms	WBE firms	DBE firms

- Goal is 50% of aggregate dollar value of all project hiring, contracting and purchasing.

I certify that I have the legal authority to make these commitments on behalf of the developer.

DEVELOPER: _____

SIGNATURE: _____

PROJECT: _____

TITLE: _____

DATE: _____

ATTACHEMENT "L"

FINE ARTS PROGRAM: POLICIES & PROCEDURES

**REDEVELOPMENT AUTHORITY
OF THE CITY OF PHILADELPHIA**

**FINE ARTS PROGRAM:
Policies and Procedures**

**Susan Miller Davis, Director
Fine Arts Program
Advisory Board of Design**

**1234 Market Street
Philadelphia, Pennsylvania 19107
(215) 209-8619
fax: (215) 854-6532**

Fine Arts Program established by the Board of the Redevelopment Authority
March 1959

Guidelines approved by the Board of the Redevelopment Authority
April 18, 1994

Resolution No. 12382

Revised amendment to Guidelines approved by the Board of the Redevelopment Authority
October 8, 1986

Resolution No. 13,022

Second amendment to Guidelines approved by the Board of the Redevelopment Authority
May 12 1987, Resolution No. 13,146

TABLE OF CONTENTS

Introduction

The Philadelphia Redevelopment Authority Fine Arts Program
The Philadelphia Redevelopment Authority Fine Arts Committee

Philadelphia Redevelopment Authority Fine Arts Program Policy

- I. The Fine Arts Contractual Clause
- II. The Total Construction Cost Budget
- III. The Media To Be Employed In The Fine Arts Project
- IV. The Aesthetic Standards
- V. The Submission Of Portfolios
- VI. The Artist Slide Registry

Contract Compliance Procedure For The Redeveloper

- I. The Initiation Of The Agreement
- II. The Redeveloper/Artist Agreement
- III. The Public Art Selection Process
- IV. The Role of the Consultant
- V. The Code Of Ethics For Consultants/Panelists
- VI. The Procedure To Be Followed For The Submission Of The Fine Arts Proposal
- VII. The Formal Written Proposal
- VIII. The Visual Presentation
- IX. The Aesthetics Criteria
- X. The Interim Review
- XI. The Final Review
- XII. The Dedicatory Plaque
- XIII. The Certification Of The Project.

Special Policies

- I. Multiple Building Development
 - II. Historical Building
 - III. Fountain Sculpture
 - IV. Institutional Art Committees
 - V. Commemorative Works Of Art
 - VI. The Maintenance, Conservation and Preservation Of The Work Of Art
-

THE PHILADELPHIA REDEVELOPMENT AUTHORITY

FINE ARTS PROGRAM

Philadelphia was the first major city in the United States to adopt programs for acquiring works of contemporary public art for new development in urban renewal areas and for all newly constructed public buildings on city owned land.

In the first quarter century since the inception of the Redevelopment Authority's Fine Arts Program, over 300 works of art have been installed, with an original cost of over six million dollars.

Today works of public art can be seen in such diverse developments as high-rise commercial and residential towers, housing for low-moderate income families and for the elderly, industrial plants, universities, schools and libraries. These works of art represent some of the best works of contemporary artists of regional, national and international reputation.

The Redevelopment Authority of the City of Philadelphia pioneered its "one percent" Fine Arts Program in 1959, thus making the commissioning of fine art an integral part of urban renewal projects. The 1% requirement is contained in a standard clause of most redevelopment agreements. The "one percent" clause mandates that 1% of all building construction costs on land assembled and conveyed by the Redevelopment Authority, must be budgeted to the acquisition of original works of fine art created specifically for public spaces within the development. Paralleling the Redevelopment Authority's Program was a similar mandate - a City Council Ordinance - by the City of Philadelphia which required the inclusion of "one percent" for fine arts in all new public construction.

The Authority's guidelines are structured to insure that an early dialogue exist between the Redeveloper, the Architect and the Artist. The fine art should be conceived at the earliest possible stage of project design for the development. This early conceptual collaboration among the Redeveloper, the Architect and the Artist will thereby insure the creation of a work of public art which is integral to the architecture, landscape, environment, and use of the site. The Authority recommends; that *professional guidance* be sought by the Redeveloper and the Architect so that only fine art of the highest caliber is chosen for the development.

THE PHILADELPHIA REDEVELOPMENT AUTHORITY

FINE ARTS COMMITTEE

The Board of Directors of the Redevelopment Authority appoints a standing Fine Arts Committee (hereinafter referred to as the "Committee"). Individuals sensitive to and knowledgeable about issues of public art and the urban renewal process shall be thus invited to serve on the Committee.

The Committee shall consist of ten (10) members and shall be comprised of the following:

1. Redevelopment Authority Board Appointments (2)
2. Fine Artists (2)
3. Arts Professionals (2) (Art Historian, Art Administrator, Collector, Curator, Museum Director)
4. Registered Architect representing the Advisory Board of Design (1)
5. Registered Landscape Architect (1)
6. Executive Director, Redevelopment Authority (serves without vote)

7. Director, Fine Arts Program and Advisory Board of Design, Redevelopment Authority (serves without vote)

The appointments to the Committee shall be made by the Chairman of the Board of the Authority. The Chairman of the Board shall appoint two voting members to the Committee to represent the Authority. Of these members, one shall be a member of the Authority Board. The Chairman shall appoint the Chairperson of the Committee. The Chairman shall also appoint all other members to the Committee, upon the recommendation of the Chairperson of the Committee, the Executive Director and Director. The Board member shall serve on the Committee concurrent with his/her Board appointment. Other members shall serve for terms of two and three years. These terms shall expire on a rotational basis to insure appropriate continuity of membership on the Committee. The members shall continue to serve until their replacements have been formally appointed to the Committee. The Committee shall elect from its membership such other officers as it deems necessary and appropriate. A majority of the voting membership shall constitute a quorum at any meeting; and a quorum shall be necessary to conduct a meeting. The Committee shall convene at least once a month at the regularly scheduled meeting and shall hold additional meetings, at such other times, as is deemed necessary by the Chairperson.

The Authority shall appoint members to the Committee who by training, experience and/or interest, are qualified to carry out its responsibilities. The Authority has established the following criteria for membership on the Committee:

1. The member must be a resident or must be employed within the City of Philadelphia.
2. The member must have a knowledge of the current trends in contemporary art and artists. A knowledge of the allied professions of Architecture, Landscape Architecture, City Planning and Design are also most desirable. The visual artists must have a wide knowledge of techniques and materials.
3. The member must be able to contribute constructive criticism and have good communication skills, both written and verbal.
4. The member must be able to attend the regularly scheduled Fine Arts Committee meeting on the first Thursday of each month from 1:30 to 5:00 p.m. In addition, visits to urban renewal sites, artists studios, foundries and fabricators also are sometimes required.
5. The member must be conflict-free and cannot serve as an art advisor or panelists for developers with the Authority's 1% Fine Arts requirement.
6. The member shall not participate in any vote or proposal before the Committee in which they have a financial or other interest, either direct or indirect.

The Committee is responsible for the review of all fine arts proposals at the various stages of design, and shall make appropriate recommendations to the Board. The Committee shall also be responsible for the prior review and approval of artists, consultants, panelists and all other involved in the art selecting process. The Committee shall assist the Redeveloper and Architect, when required, with the formulation of the art selection process, concepts and proposals. The Committee shall further provide assistance in site analysis and shall determine appropriate medium and scale for the art project. The Committee shall also be responsible for the ongoing review of the Authority's Fine Arts Program "Policies and Procedures". The Director shall initiate, guide and monitor the art selection process and art project from inception to completion.

The Committee will insure that the proposed work of art meets the highest artistic standards, and is compatible with its specific site and general environment. The Authority requires the Redeveloper and Architect to consider only the commissioning of permanent and original works of fine art, created specifically for the site. The fine art must be sited in a prominent space within the development, where it can be viewed and appreciated by the general public. Therefore, the following guidelines are the "Policies and Procedures" to be observed by the Redeveloper and Architect and are those to which the Authority itself adheres:

PHILADELPHIA REDEVELOPMENT AUTHORITY FINE ARTS PROGRAM POLICY

I. THE FINE ART CONTRACTUAL CLAUSE

The 1% Fine Arts clause shall be contained in all contracts with a construction budget of \$100,000 or more. The Authority maintains a Fine Art Development Fund which is used periodically to organize and sponsor competitions for outdoor works of public art. Redevelopers with construction budgets of less than \$1,000,000 are required to contribute to the Fund. The 1% contribution shall fulfill the Redevelopers fine arts requirement. Redevelopers of projects with larger construction budgets may also elect to contribute to the Fund. Those Redevelopers who have contributed their funds to the competition pool shall be recognized on the Dedicatory Plaque to be placed adjacent to the installed art project.

The 1% Fine Arts contractual clause shall not be contained in the following:

1. Construction of residential housing involving public subsidies.
2. Construction of certain School District of Philadelphia sites.
3. Construction of one single family residence, unless the construction budget is \$1,000,000 or more.

II. THE TOTAL CONSTRUCTION COST BUDGET

The Redeveloper is required to expend an amount equal to one-percent of the total construction cost budget for work(s) of fine art. The total construction cost budget shall be based on the following and shall be submitted to the Director.

1. Total construction budget for general, structural, mechanical and all related interior improvements to the development.
2. The cost of all on-site and, sometimes, off-site improvements.

III. THE MEDIA TO BE EMPLOYED IN THE FINE ART PROJECT

Acceptable media are herein defined but, not necessarily limited to the following:

Mural Painting - Oil, acrylic, tempera, fresco Sculpture - Metal, wood, stone, cast reinforced concrete, ceramic, fiberglass reinforced polyester Other - glass, mosaic, fiber, light, water, environmental work

All other media or technique under consideration by the Redeveloper, Architect and/or Artist for the project must be approved by the Committee.

IV. THE AESTHETIC STANDARDS

The Redeveloper is required to submit to the Committee a comprehensive portfolio of any and all artists under consideration for the project. The proposed artist(s) must be a practicing professional visual artist(s) who is acceptable to the Committee. A practicing professional visual artist is one who is generally considered by critics and peers as a professional of serious intent and recognized ability and who produces works of fine art. The artist's portfolio must be submitted for approval to the Committee before Redeveloper enters into any formal negotiation with the artist(s) or invites a conceptual proposal. No artist shall be authorized to enter into an Agreement with a Redeveloper for a commission more than once every four (4) years.

V. THE SUBMISSION OF PORTFOLIOS

The portfolio of an artist(s) under consideration for a specific project is reviewed by the Committee at its regularly scheduled monthly meeting. The following material shall be submitted to the Director, no later than two weeks prior to the scheduled meeting, by the Redeveloper, Architect or Consultant:

Visual - One page (20), standard size color slides of recent work, appropriately labeled and shown preferably in an architectural context. Photographs are unacceptable.

Biographical - Current typed resume.

Critical - Catalogues, critical reviews and any other pertinent published material.

When the artist(s) is selected as a candidate for the art project, three (3) slides and a copy of his/her current typed resume will be kept on permanent file with the Authority. If the artist is deemed unacceptable by the Committee for the specific project, the portfolio will be returned to the Redeveloper. The Director shall notify the Redeveloper in writing, within two weeks, of the Committee's decision.

VI. THE ARTIST SLIDE REGISTRY

The Authority maintains a registry of artists' slides and resumes. Visual Artists are invited to submit their portfolios. The slide registry is available as a resource for Redevelopers, Architects, Consultants, Panelists, and those individuals involved in the public Art Selection Process. Inclusion in the slide registry does not necessarily signify approval of an artist to undertake a commission. The artist's portfolio is reviewed by the Committee when proposed for a specific project. Based upon the visual and biographical material submitted, the artist will either be accepted or rejected by the Committee. Artists are required to assume the responsibility of up-dating their file on a periodic bases.

CONTRACT COMPLIANCE PROCEDURE FOR THE REDEVELOPER

I. THE INVITATION OF THE AGREEMENT

The Fine Arts "Policies and Procedures" shall be included in all Redevelopers "Bid Packages" and are contained in the Redevelopers Agreement with the Authority. To insure that the fine art is integrated into the very fabric of the overall project, and that the fine art is developed along with the architectural design and planning of a project, the following review procedure has been structured, in an effort to assure completion of the art project concurrent with completion of the building construction. The Director shall actively participate in all phases of the Art Selection Process, as well as the overall planning, and architectural review of a project. The architectural review shall be accomplished through submission of plans to the Advisory Board of design. However, if the project does not qualify for such review, the Director shall monitor the project through direct contact with the Redeveloper and Architect. Moreover, the Committee may at its discretion, either eliminate or combine, one or more, of the fine art review stages set forth below:

1. Authority Board Selection of the Redeveloper

Subsequent to selection of a Redeveloper by the Board, a meeting will be scheduled immediately thereafter with the Director. The Architect and the Authority's Project Manager will also be present at the meeting. The Architect shall be prepared to present and discuss the Conceptual Schematic Design plans for the project. Significant points to be discussed at this meeting will include:

- A. Establishing an estimated budget for the fine art.
- B. Delineating all possible locations for the fine art, taking into consideration the scale and nature of the particular site, within the proposed development.
- C. Consideration of all the feasible concepts and materials which would be appropriate within the available locations.
- D. Reviewing all the possible options available for guidance through the Art Selection Process, such as:
 - Director Selection
 - Open Competition
 - Invited Competition
- E. Establishing a firm timetable will insure that all possible options are pursued at the very earliest stages of Conceptual Schematic Design, in order to realize the art project within the projected time. It is vital that fine art be conceptually and physically integrated into the overall fabric of the project in order for this to occur.

2. Conceptual Schematic Design Stage of the Building Project

The Redeveloper and Architect shall meet with the Committee to present the Conceptual Schematic Design plans for the subject project. The Architect will give a presentation of the overall plan for the project and shall discuss all possible appropriate locations and concepts for the art project. The Redeveloper shall, at this meeting, confirm with the Committee the method that will be employed for the Art Selection Process. Following the presentation by the Architect, the members of the Committee will meet to discuss the art project among themselves. Their comments and recommendations will be forwarded by the Director, in writing, to the Redeveloper and Architect within two (2) weeks following the meeting.

3. Schematic Design Stage of the Building Project

The Redeveloper and Architect shall meet with the Committee to present the Advanced Schematic Design plans and model, if available, for the subject project. The Architect, at this meeting, shall discuss precise locations and concepts under consideration. Depending upon the method optioned for the carry out the Art Selection Process, either the Redeveloper, Architect or Consultant will present to the Committee the artist(s) under consideration for the project. A resume(s) and slides will be reviewed. Following the presentation, the members of the Committee will meet to discuss the art project among themselves. Their comments and recommendations will be forwarded by the Director, in writing, to the Redeveloper and Architect within two(2) weeks following the meeting.

4. Preliminary Design Stage of the Building Project

The Redeveloper and Architect and Landscape Architect, (if applicable), shall meet with the Committee to present the Preliminary Design plans. If a scale model, showing the relationship of the development to its surrounding environment is available, this should also be presented. This

design review is important, since the approved Preliminary Design drawings are part of the Redeveloper's Agreement.

The selected artist(s) shall be invited to present a Schematic Proposal, consisting of a written statement and sketch (if requested). Following the presentation, the members of the Committee will meet to discuss the art project among themselves. Their comments and recommendations will be forwarded by the Director, in writing, to the Redeveloper and Architect within two(2) weeks following the meeting.

If the schematic proposal is approved, then the Artist will be given approval to proceed to the Comprehensive Design Proposal stage.

5. Comprehensive Design Stage Proposal of the Art Project

The Redeveloper, Architect, Landscape Architect (if applicable) and Artist shall meet with the Committee to present the final submission for the art project. The Architect will again present the scale model for the site (if available). The Artist will make the final presentation of the fine arts proposal. This may be a comprehensive drawing, photomontage, or model, depending upon which is deemed most appropriate by the Artist and Committee.

At this Comprehensive Design Stage all details shall have been investigated and shall be presented as set forth in "The Formal Written Proposal" and "The Visual Presentation". Following the presentation, the members of the Committee will meet to discuss the art project among themselves. Their comments and recommendations will be forwarded by the Director, in writing, to the Redeveloper and Architect within two(2) weeks following the meeting.

II. The Redeveloper/Artist Agreement

The Authority requires that a formal Agreement exist between the Redeveloper and the selected Artist when the Comprehensive Design Stage Proposal has been presented and approved by the Committee. The Artist upon execution of the Agreement, shall then proceed to the final Execution Phase of the art project. The Director will provide the Redeveloper, upon request, with a copy of the Standard Form of Agreement. A copy of the fully executed Agreement shall be submitted to the Director within fifteen (15) days of execution.

If for some reason, the Comprehensive Design Proposal is not approved by the Committee, then the Artist will resubmit a proposal based upon specific comments and recommendations, or the Artist will be paid for the Schematic Design Proposal, at the rate previously agreed to by the Redeveloper.

III. The Public Art Selection Process

The Authority requires that the Redeveloper employ one of, or a combination of, the following methods, depending upon the budget and scope of the project, for guidance through the Art Selection Process.

- A. Retain the services of a recognized visual arts professional such as: a museum director or curator, administrator of public art or a consultant specializing in public art. This person will herein be named "Consultant". This person will herein be named "Consultant".
- B. Establish a panel of recognized visual arts professionals to be comprised of the following: museum director or curator, administrator of public art, artist, architect, landscape architect, academic, art critic, and collector. This group will herein be named "Panel". The Panel shall be comprised of no less than three(3) visual arts professionals. However, the

Redeveloper, Architect and Director shall serve as professional non-voting observers to the Panel.

- C. Submit to the Authority an Alternate Plan for implementing the Art Selection Process. This Alternate Plan will be subject to the prior review and approval of the Committee.

The Committee must approve the Redeveloper's method of carrying out the Art Selection Process and the choice of a Consultant, Panel or an Alternate Plan. The Redeveloper must submit the credentials of each person under consideration such as the Consultant, the Panelists, or the person in charge of carrying out the Alternate Plan. The Authority maintains an open registry of qualified visual arts professionals whose names will be supplied to the Redeveloper upon request.

A member of the Panel may be appointed by the Redeveloper to serve, in whole or in part, as set forth in Item IV, The Role of the Consultant/Panelist, A.) through E.), pages 16 and 17.

The Redeveloper may select one of the following methods, with the previously agreed upon approval of the Committee, to carry out the Art Selection Process:

- A. Direct Selection - Where the Redeveloper having progressed through the aforementioned Art Selection Process with the Committee and having received all the required approvals of the Committee, enters into an Agreement with the selected Artist.
- B. Open Competition - Where the Redeveloper having received all the required approvals of the Committee, invites artists to submit their resumes and slides of previously completed work. Artists of regional, national and international reputation may be invited to participate in the competition, as well as lesser known artists of good professional credentials. The selection of the artist(s) will be made by the Panel. It should be noted that all proposals, including drawings and models, belong to the Artist, unless otherwise stipulated.
- C. Invited Competition - Where the Redeveloper having received all the required approvals of the Committee, invites from three to five lists to submit formal proposals. Artists of regional, national and international reputation may be invited to participate in the competition, as well as lesser known artists of good professional credentials. The selection of the Artist and art project will be made by the Panel. The participating artists will be paid a previously agreed upon honorarium for preparation of their proposals. It should be noted that all proposals, including drawings and models, belong to the Artist, unless otherwise stipulated.

All expenditures incurred in the competition shall be eligible for credit towards the 1% Fine Arts budget. These expenditures must be previously submitted and approved by the Committee and fully documented in the Formal Written Proposal.

IV. The Role of the Consultant/Panelist

The role of the Consultant and Panelist is to provide a professional service. They must possess an extensive knowledge of contemporary public art and, more specifically, the complex process involved in the commissioning of site specific or site related works of public art. They must be capable of providing professional expertise and guidance and should possess a combination of the following:

- A. Knowledge of the contemporary art world, art trends and art costs.
- B. Expertise in the myriad aspects of working in art and architecture and the public art commissioning process.

- C. Appropriate educational and/or professional experience in visual art and/or art history.

The Consultant shall be capable of providing all or part of the following services when required by the Redeveloper:

- A. Assist in analysis of: site, medium, scale, lighting, installation and a long range maintenance program. It should be noted that many of these items are decided upon by the Redeveloper and Architect, working in collaboration with the Committee and the Advisory Board of Design.
- B. Establish a comprehensive and open Art Selection Process giving consideration to a broad range of artists, styles and approaches, in order to locate the most appropriate artist(s) for the art project.
- C. Negotiate and prepare the artist's Agreement.
- D. Work with the Authority, Redeveloper, Architect, Artist and Director in scheduling meetings, formal presentations, overseeing the fabrication, installation and dedication of the art project. Must be capable of working with all individuals involved in the public art commissioning process.
- E. Work closely with the Authority and Redeveloper in arranging the public information for the art project.

V. **The Code of Ethics for Consultants/Panelists**

The Consultant and Panelist must possess a high commitment to the integrity of public and must follow ethical working procedures. This person must maintain a conflict-free commitment to the ethical standards, goals and best interest of the Authority and the Redeveloper. The following standards have been established by the Authority for Consultants and Panelists and those persons involved in the public Art Selection Process:

- A. Is paid only by the Redeveloper for expertise and must not have a profit interest, nor realize any financial gain from the commissioning of any specific artist or work of art. Accepts no fees or gifts from artists, galleries, dealers, foundries, fabricators, or anyone else involved in the art project.
- B. Must be conflict-free and not maintain any art sales inventory, nor any economic affiliations with artists, galleries, dealers, foundries, fabricators, or anyone else involved in the art project.
- C. The Consultant's fee shall reflect the scope of services provided, the estimated time involved in carrying out the art project, and the total art budget. It is understood that the Redeveloper shall submit the proposed consultant fee to the Committee for its review and approval, prior to execution of the Redeveloper/Consultant Agreement. A copy of the Agreement shall be submitted to the Director within fifteen (15) days of the execution. The fees proposed to be paid to panelists shall also be submitted to the Committee for its prior review and approval.

VI. **The Procedures to be Followed for the Submission of the Fine Arts Proposal**

The Fine Arts Committee meets once a month in offices of the Authority to review proposals. The Redeveloper shall submit to the Director nine (9) sets of the Formal Written Proposal and the required Visual Presentation.