

# City of Philadelphia



(Bill No. 110302)

## AN ORDINANCE

To amend the Philadelphia Zoning Maps by changing the zoning designations of certain areas of land located within an area bounded by Northwestern Avenue, Meadowbrook Avenue, Stenton Avenue, Hillcrest Avenue, Germantown Avenue, Bells Mill Road, and Wissahickon Turnpike.

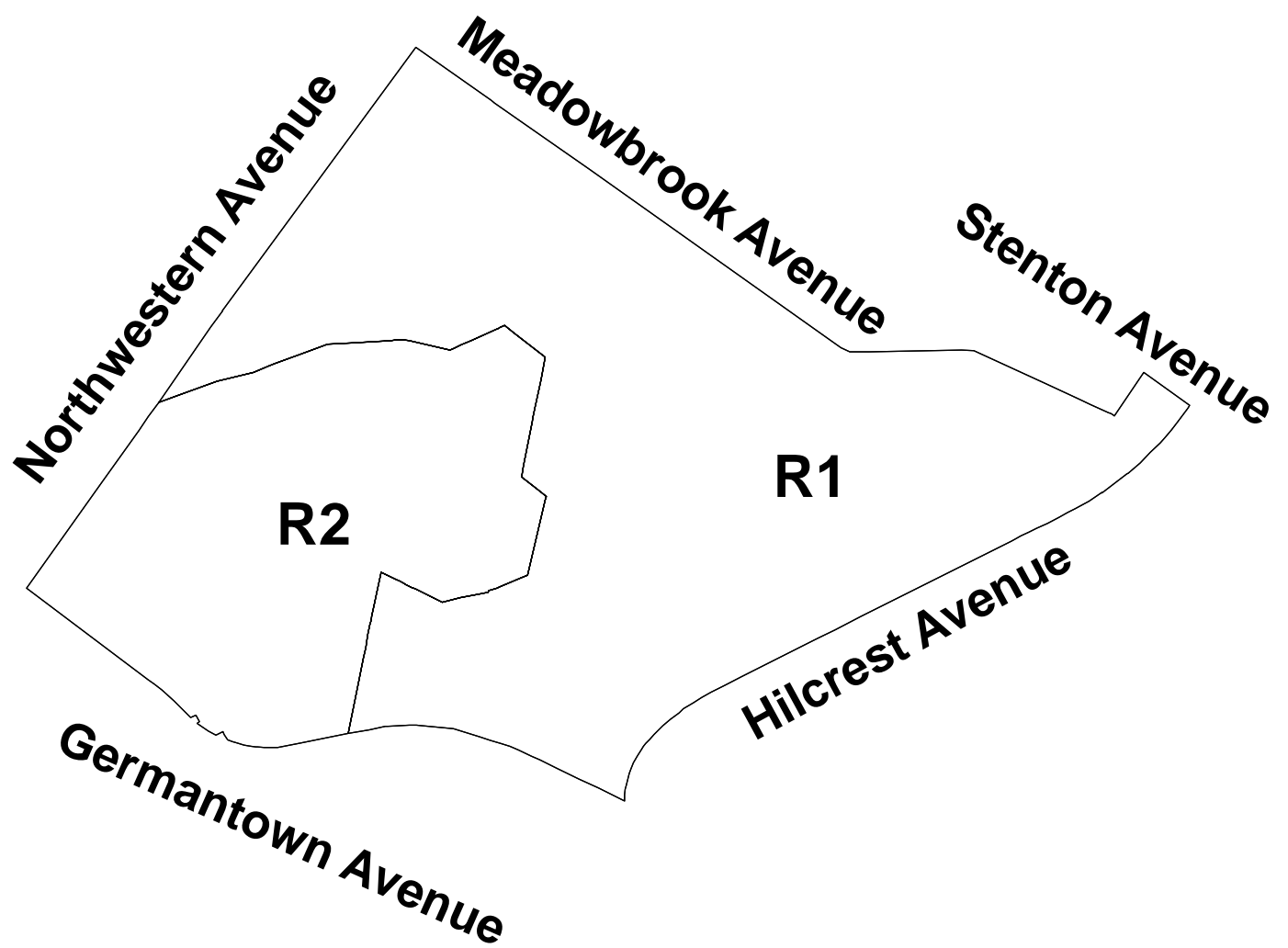
### *THE COUNCIL OF THE CITY OF PHILADELPHIA HEREBY ORDAINS:*

SECTION 1. Pursuant to Section 14-103 of The Philadelphia Code, the Philadelphia Zoning Maps are hereby amended by changing the zoning designations of certain areas of land within an area bounded by Northwestern Avenue, Meadowbrook Avenue, Stenton Avenue, Hillcrest Avenue, Germantown Avenue, Bells Mill Road, and Wissahickon Turnpike, from the existing zoning designations indicated on Maps "A1 and A2" set forth below to zoning designations indicated on Maps "B1 and B2" set forth below.

SECTION 2. Pursuant to Section 14-1107(a) of The Philadelphia Code, The Institutional Development District Master Plan of Chestnut Hill College is hereby adopted as set forth in Exhibit "A", on file with the Chief Clerk's Office and a copy of which is attached hereto for reference.

SECTION 3. This Ordinance shall become effective immediately.

# Map A1 - Existing Zoning

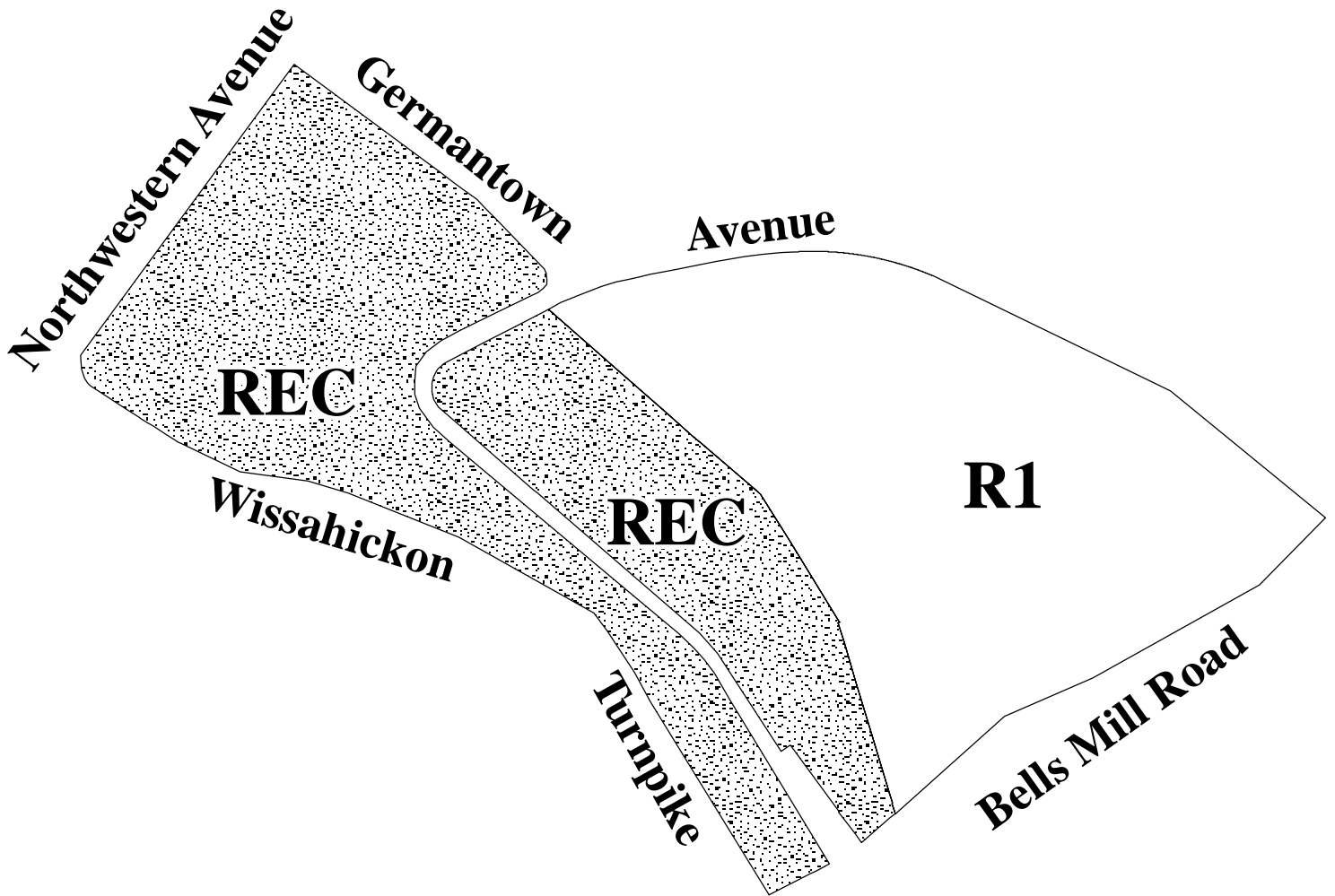


## Legend

- 1 Residential
- 2 Residential

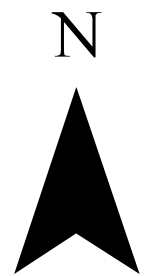


# Map A2 - Existing Zoning

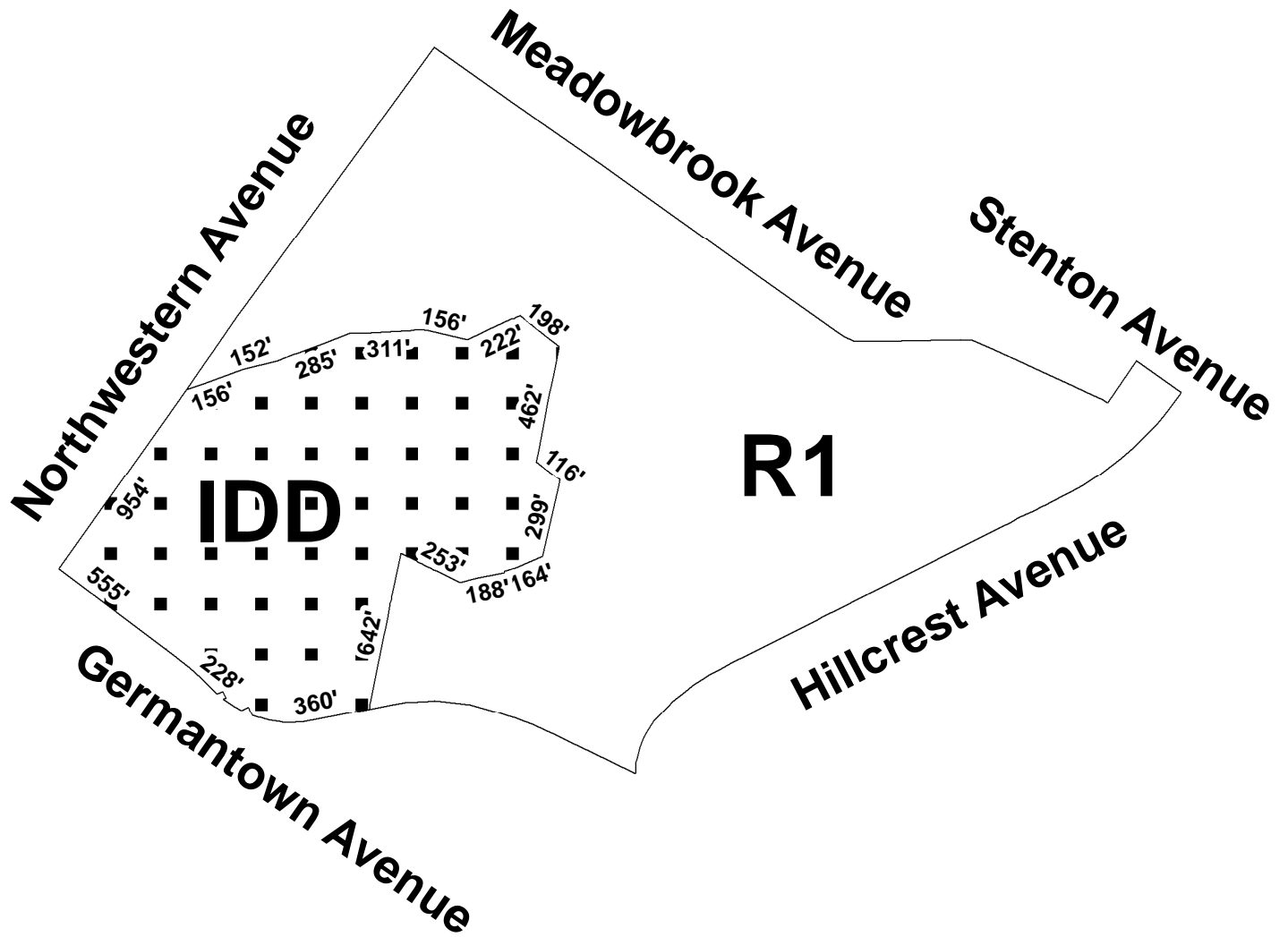


## Legend



- 1** Residential
- REC** Recreation



# Map B1 - Proposed Zoning

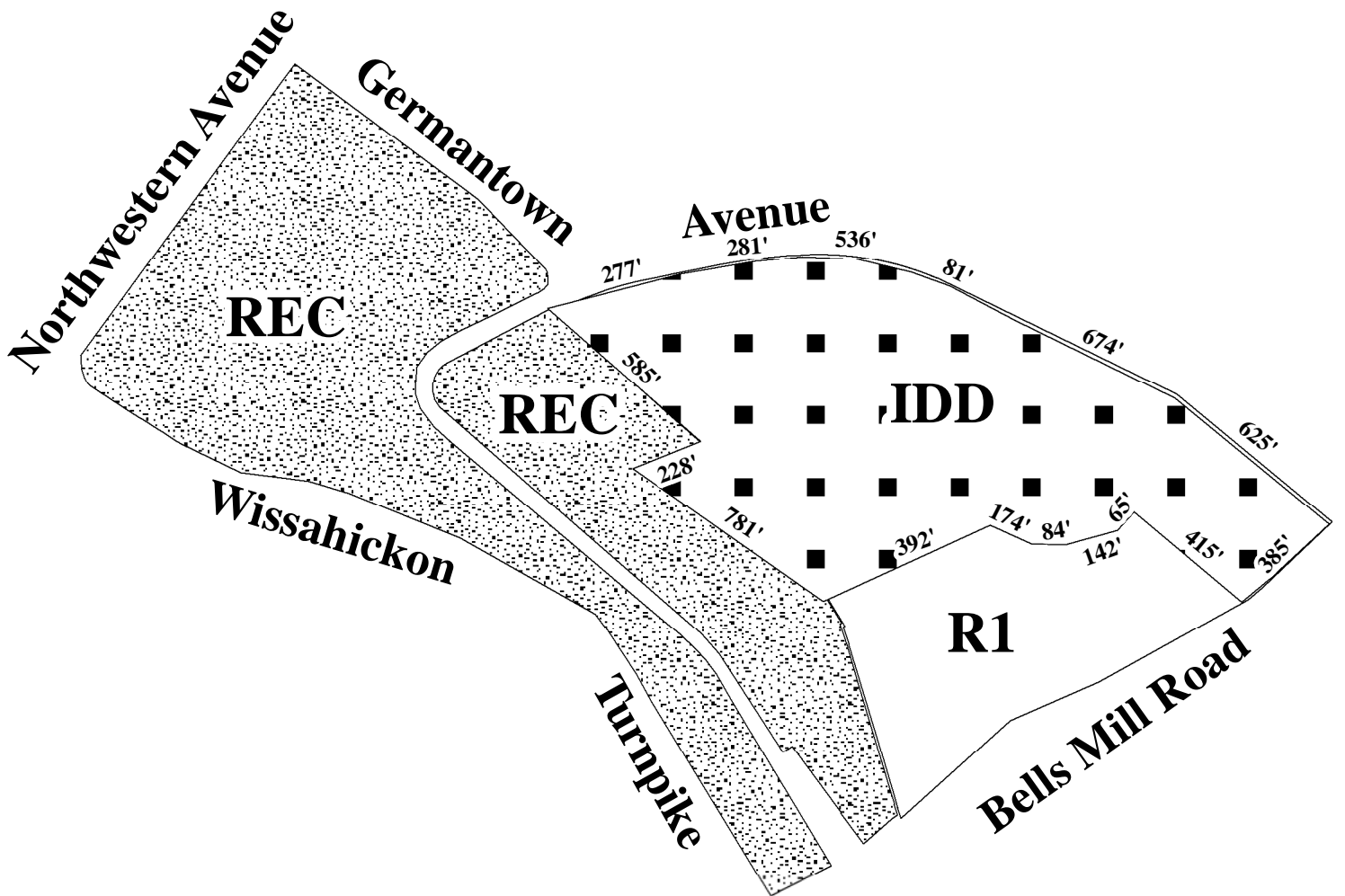


## Legend

-  Institutional Development District
-  Residential

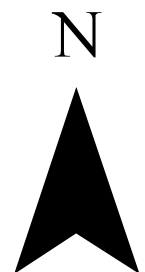


# Map B2 - Proposed Zoning



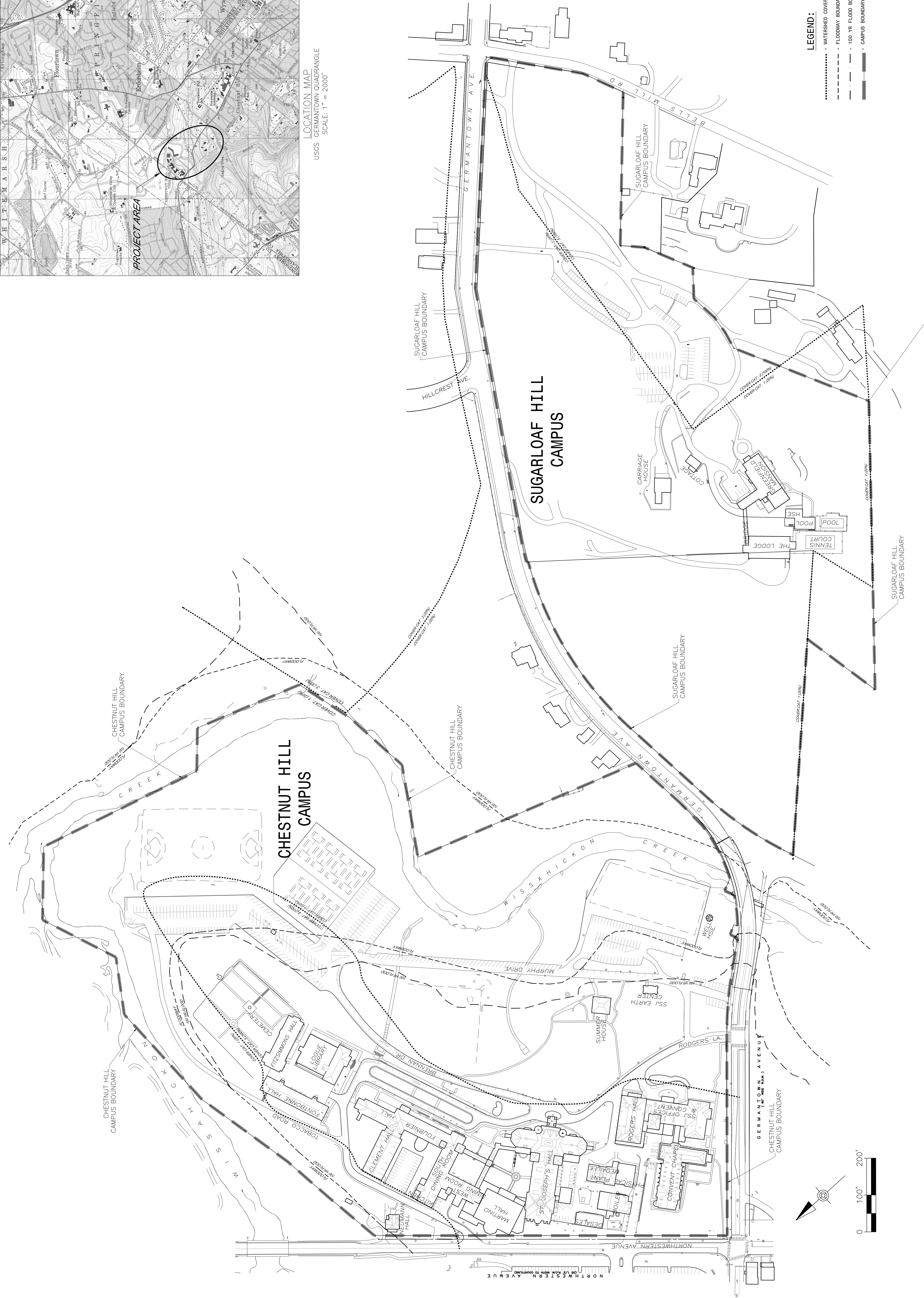
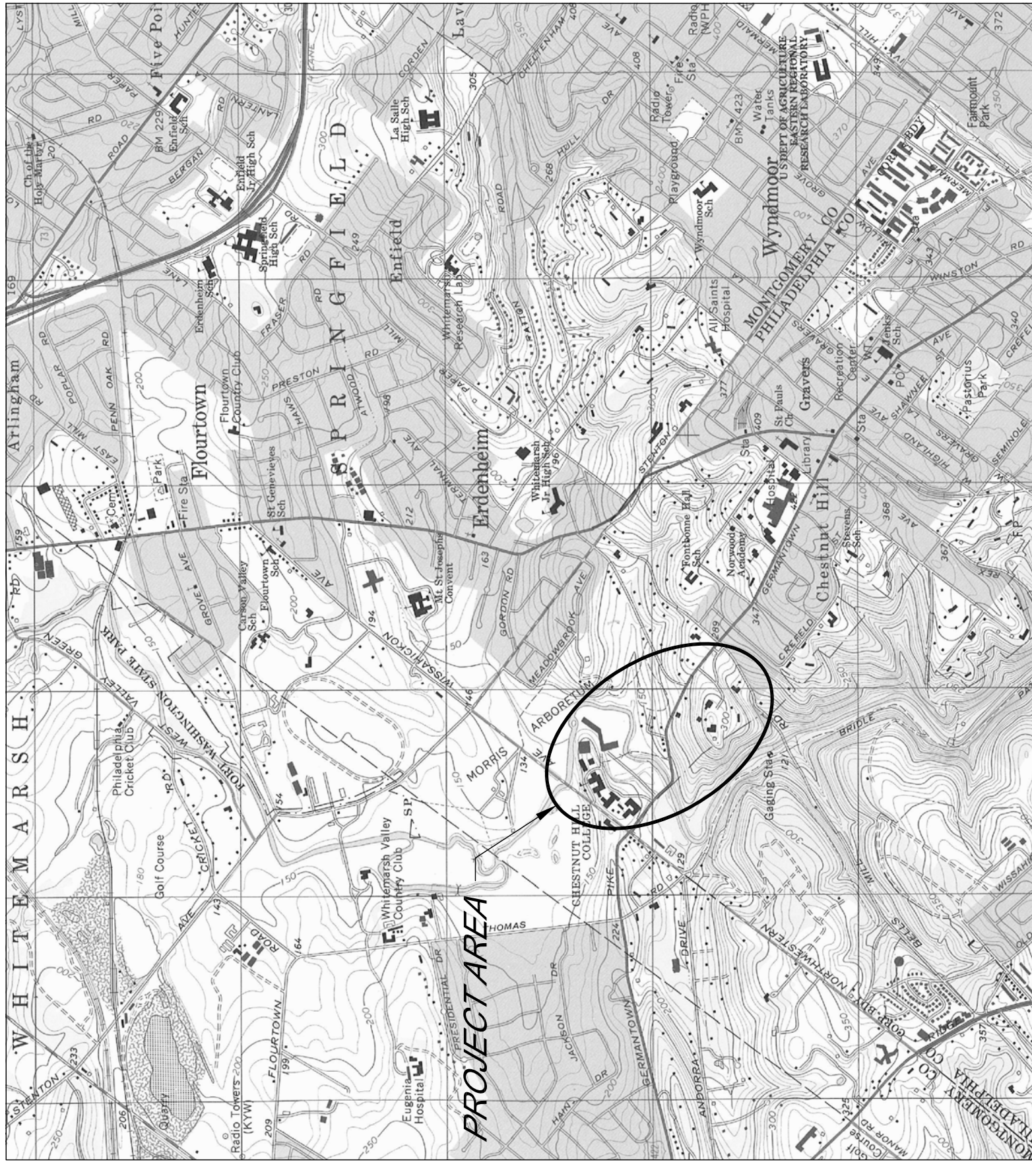
## Legend

- IDD** Institutional Development District
- 1** Residential
- REC** Recreation



# Chestnut Hill College Master Plan

## Exhibit "A"



CHESTNUT HILL COLLEGE GERMANTOWN AVE. FROM BELLS MILL RD. TO NORTHWESTERN AVE. PHILADELPHIA, PA. 19118		SCALE	APPROVED	DATE	NO.	BY	APPR.	REVISIONS
CHESTNUT HILL CAMPUS AND SUGARLOAF HILL CAMPUS								
EXISTING SITE PLAN		1 of 4		4/6/11				
BOLES, SMYTH ASSOCIATES, INC. CONSULTING CIVIL ENGINEERS 2400 CHESTNUT STREET PHILADELPHIA, PA. 19103								

**BUILDING AREA TABULATION (CHESTNUT HILL COLLEGE)**

Plan No.	Building	Use	No. of Bldg. Height Avg. Max.	Existing Occupied Area SF	Existing Area SF	Proposed Add'l GSF	Total Proposed GSF
12	Logue Library	Academic/Library	5 65	11,520	41,020	0	41,020
13	Fitzsimons	Residential	6 65	7,560	44,690	0	44,690
11	Fournier/Clement	Academic/Residential	4 40	7,970	32,245	0	32,245
8,9	Fournier Addition	Academic/Residential	4 65	37,700	140,155	0	140,155
21	Martino	Acad./Auditorium/Gym	4 80	16,590	11,000	44,000	44,000
7	St. Joseph's Hall	Academic/Administration	4 70	16,590	16,590	0	47,550
6	Desales	Academic/Administration	7 110	33,130	137,650	0	137,650
5	Physical Plant/Headquarters Ctr.	Academic/Service	2 30	6,630	3,480	0	3,480
4	Summer House	Recreation/Service	2 30	6,630	10,285	0	10,285
15	Wall House	N/A	2 25	2,150	4,300	0	4,300
17	Boiler	Residential	1 30	1,625	250	0	250
10	SSU Office	Admin./Residential	2 30	1,625	3,250	0	3,250
3	SSU Office	Admin./Residential	1 60	4,570	4,570	0	4,570
2	SSU Office	Admin./Residential	5 60	9,780	23,780	0	23,780
1	SSU Office	Admin./Residential	5 60	16,610	83,080	0	83,080
16	SSU Earth Center (on garage)	Administration	2/4 30	13,920	40,480	0	40,480
18	Campus Center	Academic/Recreation	1 30	825	825	0	825
19	Performing Arts/Library	Academic/Performance/Library	6 65	0**	0**	97,900	97,900*
20	Garage (550 Spaces)	Academic/Performance/Library	6 65	0	17,000	137,500	137,500
25	Greenfield Mansion	Academic/Administration	2.5 40	10,255	21,665	0	21,665
26	Pool House (Chapel)	Religious/Recreation	3 30	2,900	3,240	0	3,240
27	Cottage	Residential	3 30	825	1,824	0	1,824
-	Lodge (Demolition)	Residential	3 -	7,370	3,284	0	0
-	Academic 1	Academic	4 65	80	16,500	-16,500	0
28	Academic/Res. Hall	Academic/Residential	5 75	90	10,300**	69,300	69,300*
30	Residence Hall 1	Residential	4 65	75	5,250**	53,620	53,620*
31	Residence Hall 2	Residential	4 65	75	4,900**	29,700	29,700*
32	Residence Hall 3	Residential	6 80	85	10,300**	19,800	19,800*
33	Residence Hall 4	Residential	6 80	85	10,300**	60,000	60,000*
34	Residence Hall 5	Residential	4 45	55	6,300**	23,250	23,250*
35	Residence Hall 6	Residential	3 35	45	6,300**	16,950	16,950*
36	Residence Hall 7	Residential	3 35	45	6,300**	16,950	16,950*
37	Residence/Service	Service/Residential	6 85	95	6,300**	16,950	16,950*
39	Garage (450 Spaces)	Parking	2 30	0	89,365	37,100	37,100*
<b>TOTALS</b>				197,182	664,113	436,852	1,267,339

Total Property Area (Chestnut Hill College) : 3,237,559 SF  
 Proposed Occupied Area (All Buildings) : 436,852 SF  
 Proposed Percentage Occupied Area : 13.5%

\* GROSS SQUARE FOOTAGE (GSF) EXCLUDES GARAGE FLOOR AREAS.  
 \*\* EXCLUDES OCCUPIED AREA OF BUILDINGS ON GARAGE STRUCTURE.  
 HEIGHT OF EXISTING BUILDING IS ESTIMATED.

Permitted/Required	Proposed
CHESTNUT HILL COLLEGE	
District Area	74.3 AC (3,237,559 SF)
Gross Floor Area	39.1% (1,267,339 SF)
Occupied Area	70% (436,852 SF)
Yards	None
Height Limitations	NA
Required Parking Spaces	423 Spaces
Proposed Parking Spaces	1,336 Spaces
(Includes 22 Accessible and 5 Van-Accessible Spaces)	
Required Parking Ratio	1 Space / 3,000 GSF
Proposed Parking Ratio	1 Space / 950 GSF
Required Loading Spaces	6 Spaces
Proposed Loading Spaces	6 Spaces

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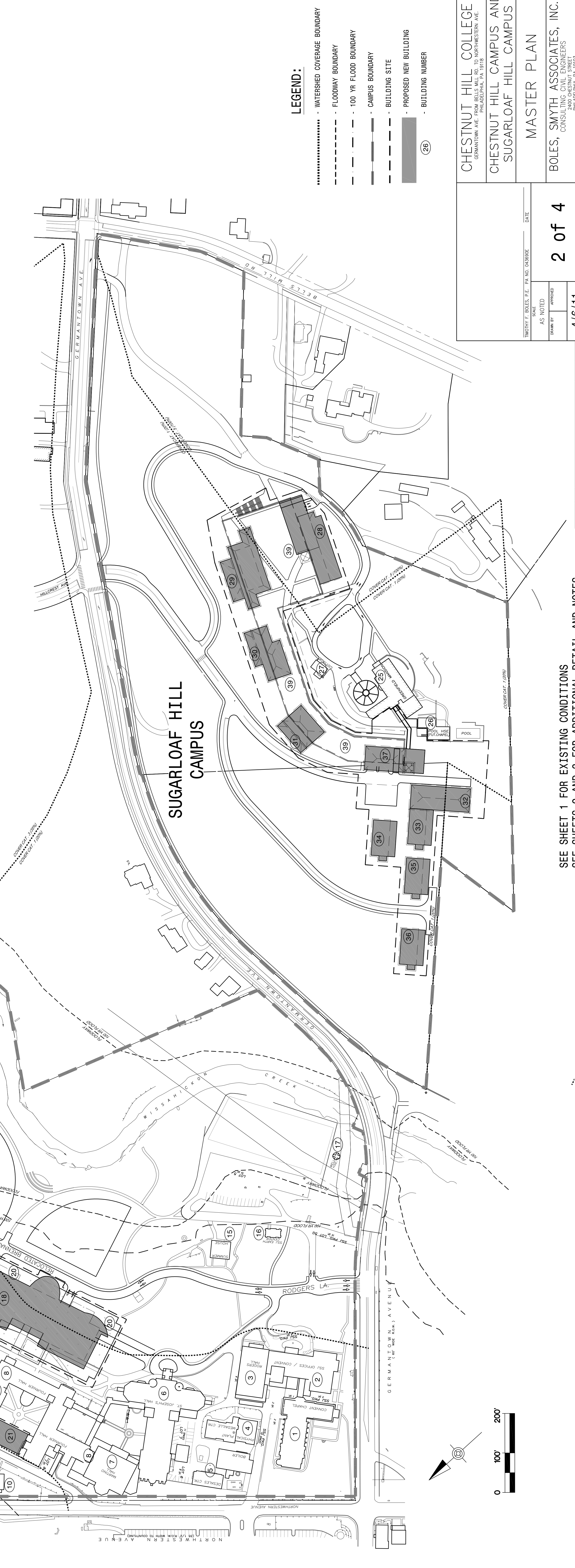
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**PROPERTY DATA - CHESTNUT HILL CAMPUS**  
 Land Owner: Sisters of Saint Joseph  
 Owner Address: 9601 Germantown Ave.  
 Property Address: 9220-50 Germantown Ave.  
 Current Zoning: R-1 Residential  
 Lot Area: 1,320,612 SF, 30,3171 AC

**PROPERTY DATA - SUGARLOAF CAMPUS**  
 Land Owner: Chestnut Hill College  
 Owner Address: 9601 Germantown Ave.  
 Property Address: 9220-50 Germantown Ave.  
 Current Zoning: R-1 Residential  
 Lot Area: 1,320,612 SF, 30,3171 AC

**CAMPUS STORAGE**  
 CHESTNUT HILL CAMPUS TO HAVE THREE EXTERNALLY ILLUMINATED OR BACKLIT IDENTIFICATION SIGNS UP TO 40 SQUARE FEET EACH.  
 SUGARLOAF HILL CAMPUS TO HAVE TWO EXTERNALLY ILLUMINATED OR BACKLIT IDENTIFICATION SIGNS UP TO 40 SQUARE FEET EACH.  
 EACH BUILDING TO HAVE UP TO TWO EXTERNALLY ILLUMINATED OR BACKLIT IDENTIFICATION SIGNS OF UP TO 20 SQUARE FEET EACH.  
 EXISTING SIGNS WILL REMAIN AND WILL COMPLY WITH THE ABOVE DIMENSIONAL REQUIREMENTS WHEN REPLACED.

**NOTE:**  
 PATHWAYS MAY BE CONSTRUCTED TO CONNECT THE EXISTING PEDESTRIAN BRIDGE AT GERMAN TOWN AVENUE OVER THE WISSAHICKON CREEK WITH THE BUILDINGS ON THE SUGARLOAF CAMPUS AND ALSO WITH UPPER CHESTNUT HILL AT THE CORNER OF GERMAN TOWN AVENUE & BELLS HILL ROAD. THE EXACT LOCATION OF THE PATHWAYS WILL BE DEPENDENT ON ENGINEERING STUDIES TO FACILITATE PROPER GRADING AND STORMWATER MANAGEMENT TO MINIMIZE DISTRIBUTION TO EXISTING VEGETATION AND TO LIMIT VIEWS INTO THE HOMES OF NEAR NEIGHBORS ACROSS GERMAN TOWN AVENUE.



**CHESTNUT HILL COLLEGE**  
 GERMAN TOWN AVE. FROM BELLS HILL RD. TO NORTHWESTERN AVE.  
 PHILADELPHIA, PA. 19138

**CHESTNUT HILL CAMPUS AND SUGARLOAF HILL CAMPUS**

**MASTER PLAN**

**BOLES, SMYTH ASSOCIATES, INC.**  
 CONSULTING CIVIL ENGINEERS  
 PHILADELPHIA, PA. 19103  
 PHONE: (215) 981-2844

DATE: 4/6/11  
 SHEET: 2 of 4

SEE SHEET 1 FOR EXISTING CONDITIONS  
 SEE SHEETS 2 AND 3 FOR ADDITIONAL DETAIL AND NOTES.



BUILDING AREA TABULATION (CHESTNUT HILL CAMPUS)

Table with 10 columns: Plan No., Building No., Use, No. of Stys., Building Height (Avg. Max.), Existing Area SF, Existing Occupied Area SF, Proposed Area SF, Proposed Occupied Area SF, Total Proposed GSF.

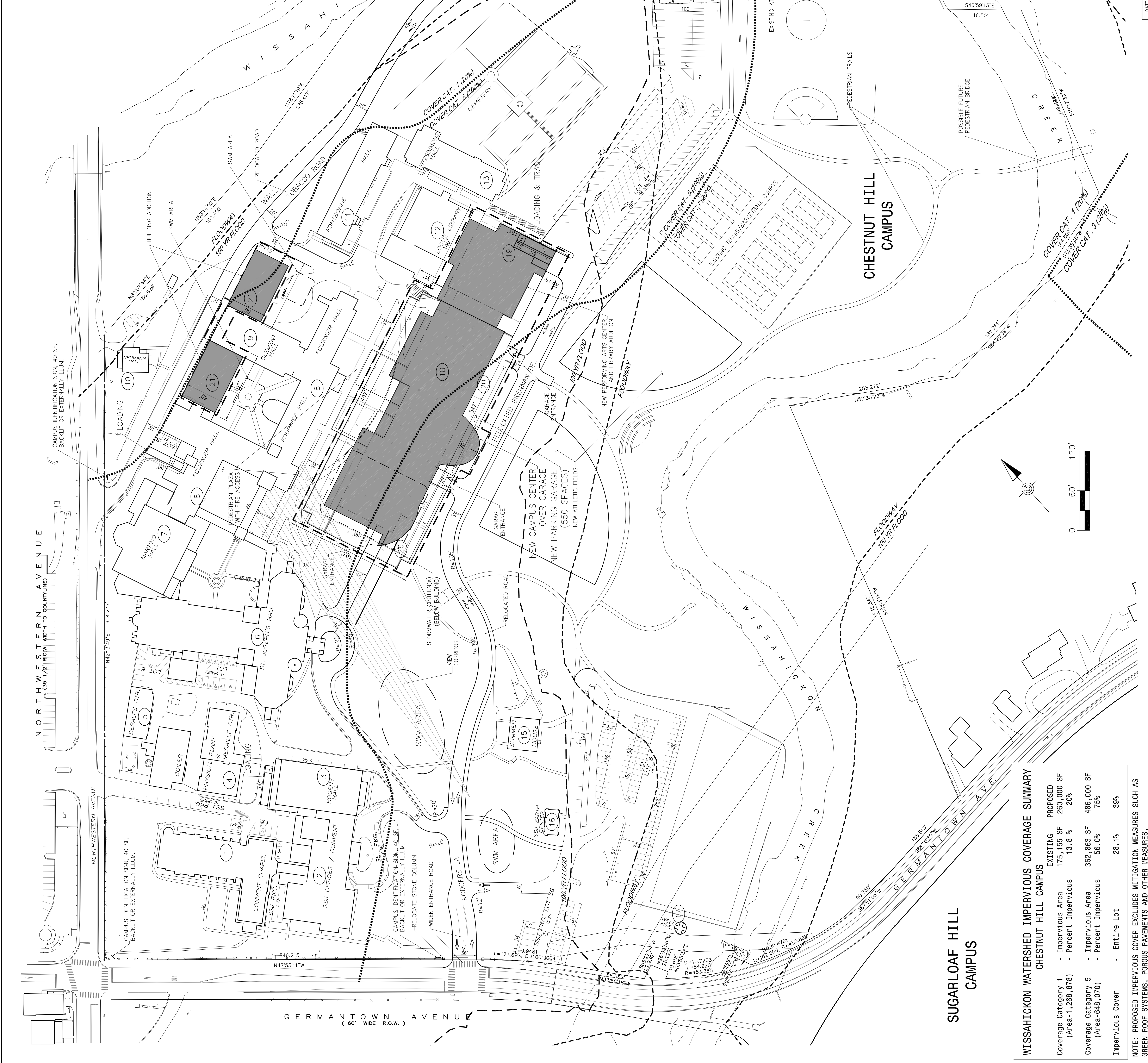
PROPERTY DATA
Land Owner: Sisters of Saint Joseph
Owner Address: 9601 Germantown Ave.
Property Address: 9601 Germantown Ave.
Current Zoning: R-2 Residential
Lot Area: 1,916,947 SF 44.007 AC
(526 Ex. Parking Spaces on Chestnut Hill Campus)

AREA INFORMATION
CHESTNUT HILL CAMPUS
Permitted/Required District Area: 3.0 AC
Gross Floor Area: 44.0 AC (1,916,947 SF)
Occupied Area: 400%
Yards: 70%
Height Limitations: None

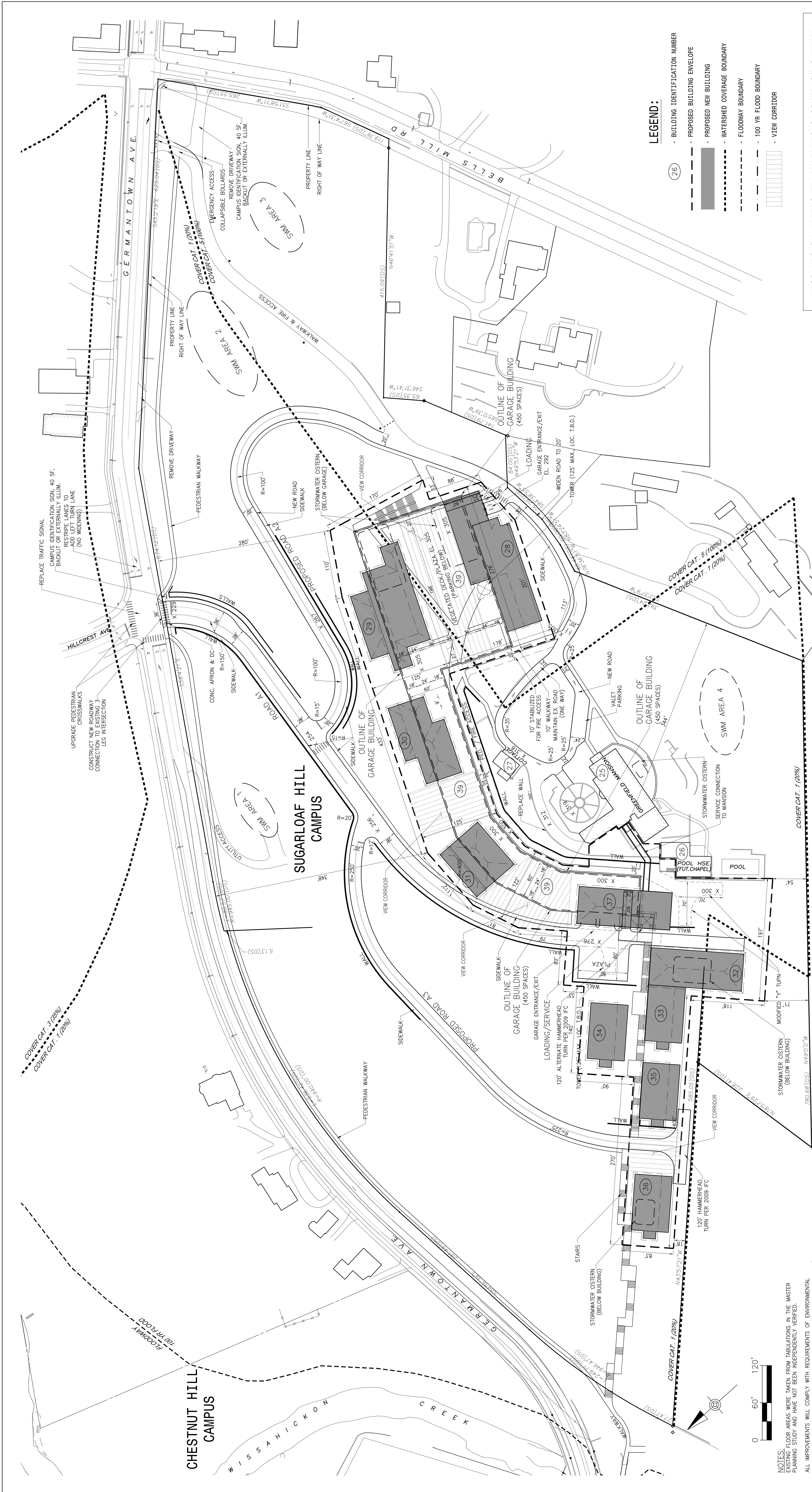
NOTES:
EXISTING FLOOR AREAS WERE TAKEN FROM TABULATIONS IN THE MASTER PLANNING STUDY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED.
ALL IMPROVEMENTS WILL COMPLY WITH REQUIREMENTS OF ENVIRONMENTAL CONTROLS FOR THE WISSAHICKON WATERSHED ORDINANCE (CHAPTER 14-1603.2) WHICH APPLY TO THE ENTIRE SITE.
PORTIONS OF THE CHESTNUT HILL CAMPUS ARE WITHIN THE 100 YEAR FLOODPLAIN. FLOOD LINES WERE SCALED FROM FLOOD MAPS.

LEGEND:
- BUILDING IDENTIFICATION NUMBER
- BUILDING SITE
- PROPOSED NEW BUILDING
- WATERSHED COVERAGE BOUNDARY
- FLOODWAY BOUNDARY
- 100 YR FLOOD BOUNDARY
- VIEW CORRIDOR

Administrative information including: DATE: 4/6/11, SHEET: 3 of 4, BOLES, SMYTH ASSOCIATES, INC. CONSULTING CIVIL ENGINEERS.



WISSAHICKON WATERSHED IMPERVIOUS COVERAGE SUMMARY
CHESTNUT HILL CAMPUS
Coverage category 1 - Impervious Area: 175,155 SF (13.8%)
Coverage category 5 - Impervious Area: 362,863 SF (56.0%)
Impervious Cover - Entire Lot: 28.1%



**WISSAHICKON WATERSHED IMPERVIOUS COVER SUGARLOAF HILL CAMPUS**

Coverage Category	Area (SF)	Percent Impervious	Proposed Area (SF)	Proposed Percent Impervious
Coverage Category 1	1,014,570	7.6%	77,534	30.0%
Coverage Category 5	51,740	19.8%	105,000	40.0%
Coverage Category Other	50	0.1%	11,300	25.0%
Impervious Cover	-	9.8%	-	31.8%

**NOTE:** PROPOSED IMPERVIOUS COVER EXCLUDES MITIGATION MEASURES SUCH AS GREEN ROOF SYSTEMS, POROUS PAVEMENTS AND OTHER MEASURES.

**CHESTNUT HILL COLLEGE**  
GERMANTOWN AVE. FROM BELLS MILL RD. TO NORTHWESTERN AVE.  
PHILADELPHIA, PA. 19118

**SUGARLOAF HILL CAMPUS**

**MASTER PLAN**

**BOLES, SMYTH ASSOCIATES, INC.**  
CONSULTING CIVIL ENGINEERS  
PHILADELPHIA, PA. 19103  
PHONE: (215) 981-2844

**PROPERTY DATA**

Land Owner: Chestnut Hill College  
 Owner Address: 9601 Germantown Ave.  
 Property Address: 9220-50 Germantown Ave.  
 Current Zoning: R-1 Residential  
 Lot Area: 1,320,612 SF, 30.3171 AC

**AREA INFORMATION**

Category	Required	Proposed
District Area	3.0 AC	30.3 AC (1,320,612 SF)
Gross Floor Area	400	28% (370,349 SF)
Occupied Area	70%	13% (164,634 SF)
Yards	None	NA
Height Limitations	None	NA
Required Parking Spaces	124 Spaces	Proposed
Proposed Parking Spaces	450 Spaces	30.3 AC (1,320,612 SF)
Proposed Loading Spaces	2 Spaces	2 Spaces

**BUILDING AREA TABULATION (SUGARLOAF HILL CAMPUS)**

Plan No.	Building No.	Building Style	Use	Existing Area SF	Existing GSF	Proposed Occupied Area SF	Proposed Add'l GSF	Total Proposed GSF
25	40	2.5	Academic/Administration	10,255	21,665	10,255	0	21,665
26	30	3	Religious/Recreation	2,900	3,240	2,900	0	3,240
27	3	3	Administration	852	1,824	852	0	1,824
28	3	3	Residential	2,295	3,284	0	-3,284	0
29	4	65	Academic	7,370	16,500	0	-16,500	0
30	5	75	Academic/Residential	10,300**	69,300	10,300**	69,300	69,300
31	4	65	Residential	5,250**	53,620	5,250**	53,620	53,620
32	6	85	Residential	4,900**	29,700	4,900**	29,700	29,700
33	4	45	Residential	10,300**	19,800	10,300**	19,800	19,800
34	4	45	Residential	6,300**	23,250	6,300**	23,250	23,250
35	3	35	Residential	6,300**	16,950	6,300**	16,950	16,950
36	3	35	Residential	6,300**	16,950	6,300**	16,950	16,950
37	2	30	Service/Residential	89,365	89,365	89,365	37,100	37,100
39	Garage (450 Spaces)							
<b>TOTALS</b>				<b>23,672</b>	<b>46,523</b>	<b>163,322</b>	<b>-</b>	<b>370,349</b>

**NOTES:**

- EXISTING FLOOR AREAS WERE TAKEN FROM TABULATIONS IN THE MASTER PLANNING STUDY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED.
- ALL IMPROVEMENTS WILL COMPLY WITH REQUIREMENTS OF ENVIRONMENTAL CONTROLS FOR THE WISSAHICKON WATERSHED ORDINANCE (CHAPTER 14-600.2) WHICH APPLY TO THE ENTIRE SITE.
- IMPERVIOUS COVER WILL BE IN EXCESS OF 20% FOR PORTIONS OF THE SITE IN COVERAGE CATEGORY 1 ZONES.
- THE IMPROVEMENTS ON SOME PORTIONS OF THE SITE INVOLVE EARTHMOVING ON SLOPES 25% OR STEEPER.
- RETAINING WALLS MAY EXCEED 6 FOOT HEIGHT IN ORDER TO MINIMIZE EARTH DISTURBANCE.
- SWM AREAS ARE LOCATIONS WHERE STORMWATER MANAGEMENT (SWM) FACILITIES MAY BE CONSIDERED.
- ALL DISTANCES SHOWN ARE PHILADELPHIA DISTRICT STANDARD. (DS) 100' DISTRICT STANDARD EQUALS 100.25' UNITED STATES STANDARD. (USS)
- NO MORE THAN 25% OF PARKING SPACES ARE TO BE 8.5' x 18' MINIMUM. SIZE OF EXISTING PARKING SPACES TO REMAIN VARIES.
- PATHWAYS MAY BE CONSTRUCTED TO CONNECT THE EXISTING PEDESTRIAN BRIDGE AT GERMANTOWN AVENUE OVER THE WISSAHICKON CREEK WITH THE BUILDINGS ON THE SUGARLOAF HILL CAMPUS. THE EXACT LOCATION OF THE BRIDGE OF GERMANTOWN AVENUE & BELLS MILL ROAD, THE EXACT LOCATION OF THE PATHWAYS WILL BE DEPENDENT ON ENGINEERING STUDIES TO FACILITATE PROPER GRADING AND STORMWATER MANAGEMENT, TO MINIMIZE DISRUPTION TO EXISTING WATERSHED AND TO MINIMIZE VIEWS INTO THE HOMES OF NEAR NEIGHBORS ACROSS GERMANTOWN AVENUE.
- THIS PLAN IS NOT TO BE USED FOR CONSTRUCTION OF ANY KIND.

**REFERENCE PLANS:**

THIS PLAN WAS PREPARED BASED ON A PLAN PREPARED BY NAVE, NEWELL, INC., FOR THE SUGARLOAF CAMPUS DATED MAY 11, 2006. THE PLAN WAS UPDATED BY BOLES, SMYTH ASSOCIATES TO REFLECT RECENT DEMOLITION AND ADDITIONAL INFORMATION AND REFERENCES TO EASEMENTS AND RESTRICTIONS.

DATE: 4/6/11 BY: [Signature] APPROVED: [Signature] REVISIONS: [Table]

DATE: 4/6/11 BY: [Signature] APPROVED: [Signature] REVISIONS: [Table]

DATE: 4/6/11 BY: [Signature] APPROVED: [Signature] REVISIONS: [Table]

Rev	Date	By	Description
01	2010.12.14	WJK	FOR RECORD
02	2011.01.18	WJK	FOR REVIEW
03	2011.07.27	WJK	FOR SUBMISSION

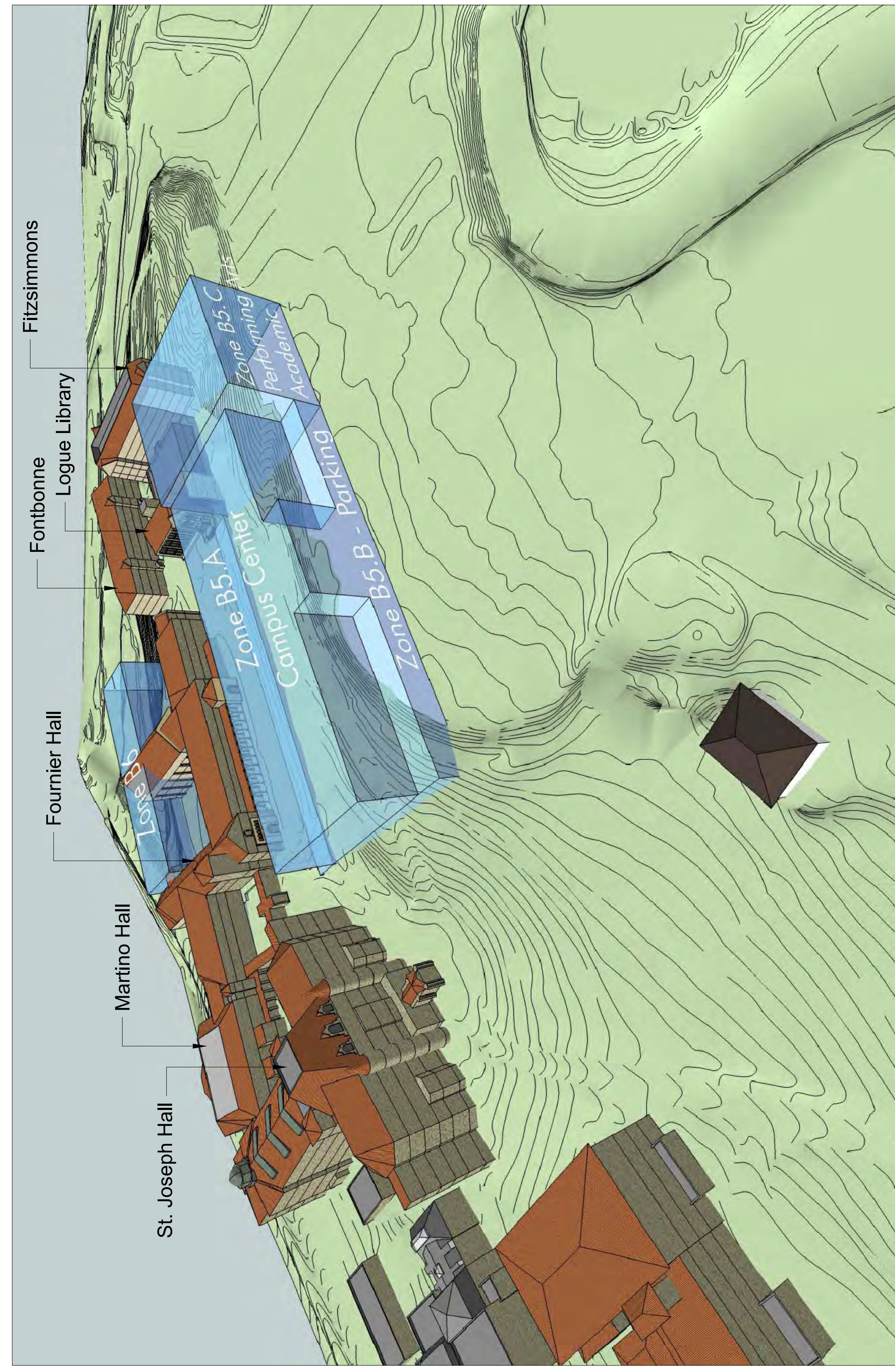
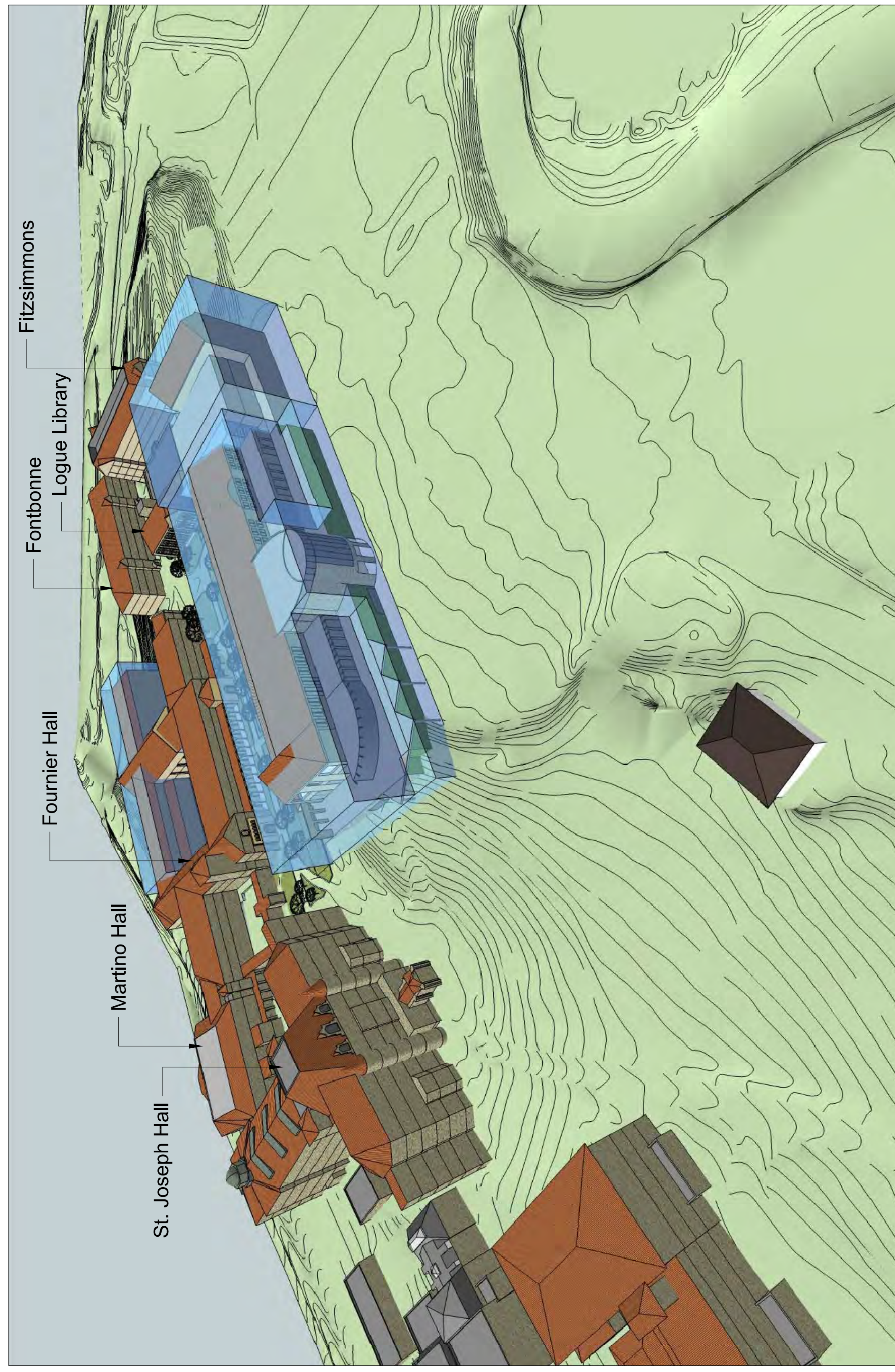
Architect  
**SaylorGregg Architects**  
 1100 LAND TITLE BUILDING  
 100 SOUTH BROAD STREET  
 PHILADELPHIA, PA 19110  
 P: 215.972.8500  
 F: 215.972.8600

Consultants  
 6901 Germantown Avenue, Philadelphia, PA 19118  
**Campus Master Plan**  
 Chestnut Hill College

Owner  
 CHESTNUT HILL COLLEGE  
 6901 GERMANTOWN AVENUE  
 PHILADELPHIA, PA 19118  
 P: 800.242.6507

Date	01.27.2011	Drawn By	WDK
Sheet Title	BUILDING SUBZONE VOLUMES		
Sheet No.	MP 102		

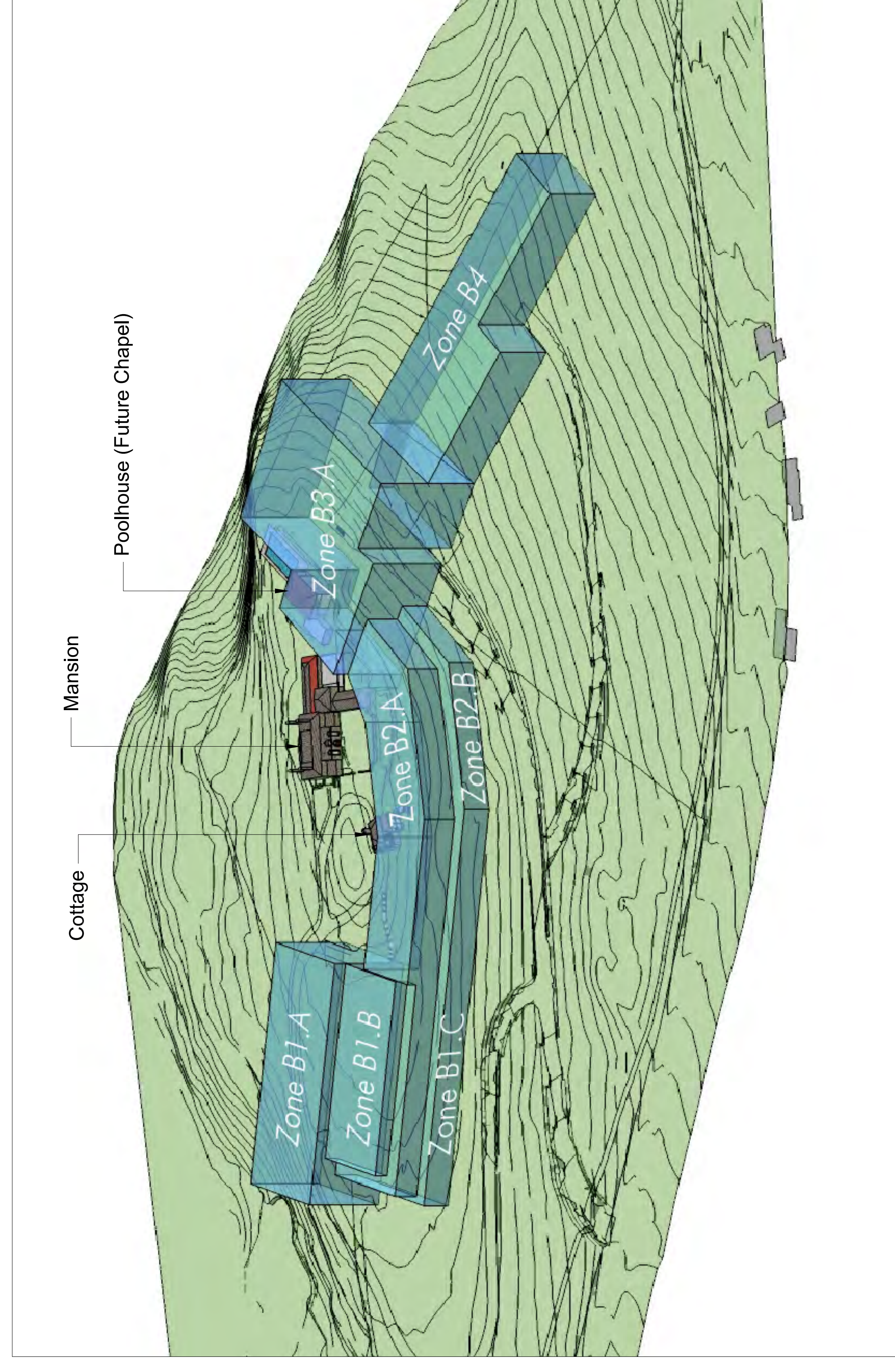
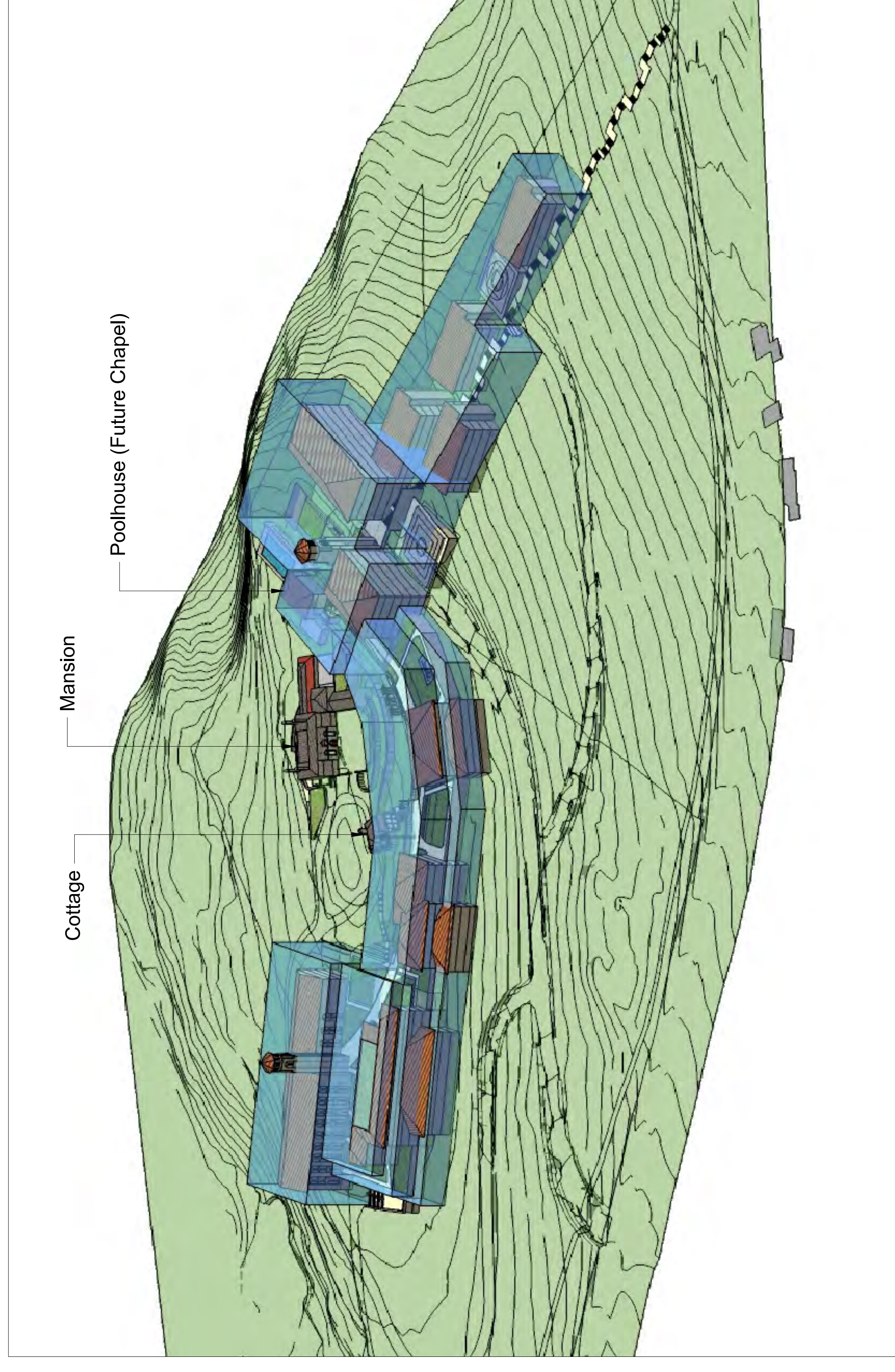
All dimensions and zoning conditions shall be checked and verified by the consultant of the site. The owner shall comply with applicable codes. © SaylorGregg Architects



**CHESTNUT HILL CAMPUS - NEW CONSTRUCTION ZONING VOLUMES**  
**ZONE B5 - COLLEGE CENTER/PERFORMING ARTS/ACADEMIC/STRUCTURED PARKING**  
 B5.A COLLEGE CENTER 3 STORIES ABOVE TOP OF STRUCTURED PARKING  
 B5.B STRUCTURED PARKING 3 STORIES ABOVE GRADE WITH B5.A STRUCTURES ABOVE  
 B5.C PERFORMING ARTS/ACADEMIC 6 STORIES ABOVE GRADE

**ZONE B6 - FOURNIER HALL ADDITIONS**  
 B6 RESIDENTIAL/ACADEMIC ADDITIONS 4 STORIES ABOVE GRADE

**GENERAL NOTES**  
 SEE CAMPUS DRAWINGS SHEETS 1-4644 DATED 1/20/11 BY BOLES, SMYTH ASSOCIATES, INC FOR:  
 1. EXISTING AND NEW BUILDING INFORMATION  
 2. HEIGHT AND AREA LIMITATIONS  
 3. DIMENSIONED BUILDING LOCATIONS AND SETBACKS  
 4. LOT COVERAGES AND POTENTIAL STORMWATER MANAGEMENT LOCATIONS  
 MASTER PLAN BUILDING MASSING PRESCRIPTIONS APPEARING ON THIS SHEET ARE SUPPLEMENTAL TO ENGINEERING DRAWINGS LISTED ABOVE



**SUGARLOAF HILL CAMPUS - NEW CONSTRUCTION ZONING VOLUMES**  
**ZONE B1 - ACADEMIC QUAD**  
 B1.A ACADEMIC BUILDING(S) 4 STORIES ABOVE TOP OF STRUCTURED PARKING; TOWERS & SPIRES ALLOWED  
 B1.B RESIDENTIAL/ACADEMIC 4 STORIES ABOVE TOP OF STRUCTURED PARKING  
 B1.C RESIDENTIAL/ACADEMIC 2 STORIES ABOVE GRADE

**ZONE B2 - PROMENADE**  
 B2.A RESIDENTIAL 4 STORIES ABOVE STRUCTURED PARKING  
 B2.B RESIDENTIAL 3 STORIES ABOVE GRADE

**ZONE B3 - HILLTOP**  
 B3.A RESIDENTIAL/SERVICE 4 STORIES ABOVE STRUCTURED PARKING; 6 STORIES ABOVE GRADE; TOWERS & SPIRES ALLOWED  
**ZONE B4 - FOREST STAIR**  
 B4 RESIDENTIAL 3 STORIES ABOVE GRADE

## Chestnut Hill College

### Economic Opportunity Plan – Campus Master Plan Build Out

#### I. PROJECT AND PLAN INTRODUCTION.

The project consists of the design and construction of a series of buildings and improvements known as the Campus Master Plan (the "**Project**") by Chestnut Hill College (the "**College**") in Philadelphia, Pennsylvania. The Project will be constructed by the College in the City of Philadelphia on the College's campus at 9601 Germantown Avenue and 9250 Germantown Avenue (the "**Site**"). The Project will be constructed in numerous phases over several decades. Each phase will consist of the construction of at least one building or site improvements such as roadways.

The purpose, standards and procedures of this Economic Opportunity Plan (the "**Plan**") are the expressed wishes of the College as set forth herein. Participants shall include any design or other professional services providers and their respective consultants, the general contractor or construction manager retained by the College to construct the Project (hereinafter referred to as, the "**General Contractor**") and the General Contractor's subcontractors, and all vendors of supplies, services, equipment and materials for the design and construction of the Project (collectively, the "**Participants**" and each a "**Participant**"). All Participants shall be obligated to fully comply with the requirements of the Plan. As the Project will be constructed over several decades, the Project will be phased and there are likely to be multiple General Contractors and each individual phase is likely to have different Participants.

The College is committed to provide meaningful and representative opportunities for minority-owned, women-owned and disabled-owned business enterprises (referred to hereafter individually, as "**MBEs**", "**WBEs**", "**DSBEs**", respectively and collectively, as "**M/W/DSBEs**"), socially and economically disadvantaged owned business enterprises (referred to hereafter as "**DBEs**") and individuals that are Philadelphia residents (referred to hereafter as "**local residents**"), in all phases of the design and construction of the Project. The College will require that all Participants commit to the goals in this Plan. Neither the College nor any Participant shall (and furthermore each Participant shall ensure that their associates, partners or representatives shall not) discriminate on the basis of race, color, religion, sex, national origin, sexual orientation, gender identity, ancestry, age, or handicap in the award and performance of contracts pertaining to the Project or with respect to any and all related employment practices pertaining to the project.

All Participants in the Project shall observe and be subject to the enforcement of all relevant City of Philadelphia, Commonwealth of Pennsylvania, and federal laws, ordinances, orders, rules and/or regulations regarding M/W/DSBEs and

locally-based business enterprises. Furthermore, the College shall take affirmative action, consistent with sound procurement policies and applicable laws, to ensure that M/W/DSBEs are afforded a meaningful and representative opportunity to participate in contracts relating to the Project.

For the purposes of this Plan, the term "**minority person**" means the following: African American or Black (persons having origins in any of the Black racial groups of Africa); Hispanic American (persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin regardless of race); Asian American (persons having origins from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia, Hong Kong, India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka); and Native Americans (which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians).

Agencies and representatives of the City of Philadelphia and/or Commonwealth of Pennsylvania may be consulted regarding the appropriate inclusion of M/W/DSBEs and DBEs in this Project as outlined in this Plan and with regard to its implementation.

As the Project will be constructed over several decades, this plan will be updated accordingly with a formal review at least every five years. Each phase of the Project shall require the adoption of a separate Plan that embodies the guiding principles of this Plan.

## II. PROCEDURES FOR DETERMINATION.

A. Scope/Duration. - This Plan shall apply to contracts awarded and procurements sourced by the College and all Participants throughout the construction of the Project. Statement of Objectives. - The objectives set forth in the Plan shall be incorporated in all requests for proposals, bid packages and solicitations for the Project and communicated to all Participants.

B. Good Faith Efforts. - Participants shall use best and good faith efforts (as defined hereunder) to provide appropriate participation and utilization opportunities for M/W/DSBEs, minority workers, female workers and local resident workers. All Project contractors and vendors will be required to do likewise, consistent with best and sound procurement practices, and with applicable law. Best and good faith efforts are those efforts, the scope, intensity and appropriateness of which are designed and performed to foster meaningful and representative opportunities for participation by M/W/DSBEs and an

appropriately diverse workforce to achieve the objectives of the Plan. Best and good faith efforts will be deemed adhered to when a Participant meets the criteria set forth in this Plan and demonstrates and documents its efforts throughout the duration of the Project. Each Participant must submit a Subcontracting/Vendor Plan showing how best and good faith efforts were made to achieve said ranges, even if the ranges were not met. This plan must include, but not be limited to, the following:

1. Solicitation through job fairs, newspapers, periodicals, advertisements and other organizations or media that focus on construction and are owned by M/W/DSBE and/or that focus on M/W/DSBEs.
2. Telephone logs.
3. Evidence of solicitation to qualified M/W/DSBEs and DBEs certified by the City of Philadelphia's Office of Economic Opportunity ("**OEO**") or any successor agency, or members of the Pennsylvania Unified Certification Program ("**PaUCP**") that facilitate the production of reporting materials..
4. Bid results and (if applicable) reasons as to why no awards were made to M/W/DSBEs.
5. Use of City/OEO-certified business firms via the OEO directory.
6. Correspondence between the contracting firm and any M/W/DSBE firms.
7. Attendance logs and/or records of any scheduled pre-bid or pre-proposal meeting.
8. Specific, general and technical assistance offered and provided to M/W/DSBEs related to their portion of the Project.
9. Proof there was notification of and access to bid documents at the contracting firm's office or other office locations for open and timely review.

C. Monitoring of Best and Good Faith Efforts. – The monitoring and reporting of best and good faith efforts of the Participants shall be established by the College in consultation with appropriate city, state and federal agencies and/or private professional entities, and shall include (in addition to any further measures that may be required) the following:

1. Participants shall submit copies of signed contracts and purchase orders with M/W/DSBE contractors and subcontractors.
2. Participants shall be ready to provide evidence of timely payments to M/W/DSBE subcontractors, sub-consultants and supply vendors for

participation verification. This documentation should be provided monthly or included with every request for payment.

3. At the conclusion of the Project, Participants shall provide evidence of the actual dollar amounts paid to M/W/DSBE contractors or subcontractors.

4. All Participants that are on-site contractors involved in the construction of the Project shall be prepared to submit "certified" payrolls listing the following items for all on-site employees:

- a. Full name
- b. Social security number
- c. Full address
- d. Trade classification (e.g., laborer, carpenter, apprentice, electrician, plumber, and foreman)
- e. Gender
- f. Race
- g. Hours worked
- h. All withholding (e.g., laborer, local, state, FICA, etc.)
- i. Name of the contractor and name of the prime for subcontractors
- j. Name of Project

5. Certified payroll reports shall be signed by an authorized officer of the applicable Participant.

6. Participants shall comply with all applicable requirements of any federal, state or local law, ordinance, or regulation relating to contract and payroll compliance.

D. Documentation of Best and Good Faith Efforts and Compliance. Two components have been established to facilitate the inclusion of M/W/DSBEs as contractors and vendors, and minority/female/local residents as Project site workforce participants:

1. M/W/DSBE Contracting and Vending Participation Levels - the basis for each determination will be the percentage of the total dollar amount of Participant's bid/contract OR the total dollar amount of the bid/contract for the identified Project task.

2. Minority/Female/Local Resident Employment Participation Levels - the basis for each determination will be the projected total on-site field employee hours divided by the number of minority, female and local resident employee hours anticipated to be performed on the contractor's payroll, and each of the contractor's on-site subcontractors payrolls.

E. Oversight Committee. The College, in consultation with the appropriate agencies and entities, will establish and identify the members of a "**Project Oversight Committee.**" The Project Oversight Committee shall include representatives of the College, the General Contractor, and the Council member of Philadelphia City Council's Eighth District (or the member's designee from the member's staff), and shall meet during all phases of the Project. The College and the Project Oversight Committee will engage in monitoring, reporting and problem solving activities including regular meetings to address all matters relevant to further development of this Plan, carrying out its implementation and the successful completion of the Project. In addition, the College may contract with an organization to assist the College and the Project Oversight Committee in the monitoring and reporting for the Project.

### III. CERTIFIED M/W/DSBEs.

A. Only businesses that are owned and controlled, in both form and substance, as M/W/DSBEs shall be counted towards participation under this Plan. To ensure this standard, all businesses, including joint ventures, must be certified by OEO, or any successor agency or the PaUCP. Both agencies are authorized to certify such enterprises.

B. M/W/DSBE certification shall not be the sole determination of a bidder's or contractor's financial or technical ability to perform specified work. The College reserves the right to evaluate the contractor's or subcontractor's ability to satisfy financial, technical, or other criteria separate and apart from said certifications before bid opening. Pre-qualification conditions and requirements shall be conveyed in a fair, open and non-discriminatory manner to all.

C. The College recognizes that M/W/DSBE certifications may expire or the firm may experience decertification by an authorized governmental entity. Certifications that expire during a M/W/DSBE's participation on a particular phase of the Project may be counted toward overall goals for participation ranges. However, said firm must become recertified prior to consideration for future range/goal credit in this Plan. If a firm has been decertified, said firm will not be eligible to participate.

### IV. NON-COMPLIANCE.

A. In cases where the College has cause to believe that a Participant, acting in good faith, has failed to comply with the provisions of this Plan, the College in consultation with the Project Oversight Committee and/or appropriate



agencies and professional entities, will attempt to resolve the noncompliance through conciliation and mediation.

B. In conciliation, a Participant must satisfy the College and the Project Oversight Committee that said Participant has made best and good faith efforts to achieve the agreed upon participation ranges and/or goals. Demonstration of best and good faith efforts on the part of a Participant includes:

1. Entering into a contractual relationship with the designated M/W/DSBE firm in a timely, responsive and responsible manner, and fulfilling all contractual requirements, including payments, in said manner.
2. Notifying all parties - including the College, the M/W/DSBE, the Project Oversight Committee and all relevant Participants of any problems in a timely manner.
3. Requesting assistance from the College and/or the Project Oversight Committee in resolving any problems with any M/W/DSBE.
4. Making every reasonable effort to appropriately facilitate successful performance of contractual duties by a M/W/DSBE through timely, clear and direct communications and reasonable business assistance.

C. In cases where the College, in consultation with the Project Oversight Committee, has cause to believe that any Participant has failed to comply with the provisions of this Plan, the College will conduct an investigation.

D. After affording the Participant notice and an opportunity to be heard, the College in consultation with the Project Oversight Committee, will take corrective, remedial and/or punitive action. Such actions may include, but are not limited to:

1. Declaring the Participant as non-responsible and/or non-responsive, with a determination being made that the Participant is ineligible to receive the award of a contract, ineligible to continue a contract and/or ineligible for any other future contracts affiliated with the Project;
2. Suspending the violating Participant from doing business with the College;
3. Withholding payments to the violating Participant; and/or
4. Pursuing and securing any relief which the College, in consultation with the Project Oversight Committee, may deem to be necessary, proper, and in the best interest of the College and the Project and consistent with applicable policy and law.

V. GUIDELINES FOR JOINT VENTURING.

Joint Venture relationships with certified M/W/DSBEs must meet the following criteria in order to receive credit towards the participation goals:

A. The M/W/DSBE partner(s) must be certified by OEO, PaUCP or an agency authorized by law to certify such enterprises prior to proposal/bid submission.

B. The M/W/DSBE partner(s) must be substantially involved in significant phases of the contract including, but not limited to, the performance (with its own work force) of a portion of the on-site work, and of administrative responsibilities, such as bidding, planning, staffing and daily management.

C. The business arrangements must be customary (i.e., each partner shares in the risk and profits of the joint venture commensurate with their respective ownership interest).

D. If a certified partner is a M/W/DSBE, the participation will be credited only to the extent of the partner's ownership interest in the joint venture. M/W/DSBE participation ranges or goals will apply to the joint venture.

## VI. PARTICIPATION RANGES AND GOALS.

### A. Demolition and Construction Employment Opportunities:

In support of federal and local policies that target economic benefits to low-income residents, the College shall require its contractors involved in construction of the Project (including, but not limited to any demolition and/or environmental remediation) to make best and good faith efforts to employ local Philadelphia residents. The College will also require its General Contractor to use nondiscriminatory employment practices and make best and good faith efforts to employ minority and female persons in the demolition, environmental remediation, and construction workforce consistent with work-hour goals of 35 % and 5%, respectively. The College will include these goals in all construction related contracts (including but not limited to any demolition and/or environmental remediation) and will require its General Contractor to reference these work-hour goals in all of its subcontracts.

### B. Contract Opportunities:

1. Construction Management: The College will make best and good faith efforts to engage a construction management team with at least 35% participation, with 25% participation by MBEs and 10% participation by WBEs. The College shall include a provision in the contract with the General Contractor requiring that the General Contractor use best and good faith efforts to provide opportunities for MBEs and WBEs through joint venture and subcontract opportunities and shall include this Plan in the contract with the General Contractor.

2. **Architecture and Engineering and Other Professional Services:** The College will make best and good faith efforts to engage a design team, including architects, engineers, and other design and professional service providers, with the stated goals of not less than 17% participation by MBEs, not less than 6% participation by WBEs and not less than 2% participation by DSBEs. These percentages for participation will be applied to the total dollar value of the architectural, engineering and other design and professional service contracts let by the College, including change orders and scope adjustments.

3. **Demolition and Construction:** The College shall require that the General Contractor and its subcontractors make best and good faith efforts to provide contract opportunities for certified M/W/DSBEs with the stated goals of 25% participation by MBEs, 8% participation by WBEs and 2% participation of DSBEs. These percentages for participation will be applied to the total dollar value of all contracts let by the College or the General Contractor, including all change orders and scope adjustments.

# City of Philadelphia

BILL NO. 110302 continued

Certified Copy

CERTIFICATION: This is a true and correct copy of the original Bill, Passed by the City Council on June 16, 2011. The Bill was Signed by the Mayor on June 22, 2011.



Michael A. Decker  
Chief Clerk of the City Council