

A. 000 98061 Test 1/13/78

RETAINAGE REQUEST

DEPARTMENT OF PUBLIC PROPERTY  
CONSULTANT CONTRACT - PROGRESS BILLING

CONSULTANT		DATE	ACCOUNT NO.
FEDERAL PROJECT NO.		STATE PROJECT NO.	
CITY PROJECT NO.		CONTRACT DATE	
CONTRACT NO.		CONTRACT DATE	

REQUEST FOR PAYMENT OF RETAINAGE

Retainage withheld from all billings (thru billing no. _____, Date _____)	\$
Retainage previously requested (thru request no. _____, Date _____)	
Retainage held as of (Date _____)	\$
Retainage requested to be paid at this time	\$

REMARKS:

APPROVED BY	TITLE
FOR USE BY CITY ONLY	
APPROVED BY	VERIFIED BY

EXHIBIT "D"  
VI-9

#8-3725  
8-1205

A M E N D M E N T

ARCO PIPE LINE COMPANY

PUBLIC PROPERTY

8-3725  
8-1205

AMENDMENT OF AGREEMENT

This Amendment of Agreement, made this 12th day of December, 1977, by and between The City of Philadelphia, hereinafter called "City" and ARCO Pipe Line Company, hereinafter called "Company",

WITNESSETH THAT:

WHEREAS, by Agreement (No. 8-1205) dated October 15, 1977, by and between City and Company, Company agreed to relocate certain pipeline installations to accommodate construction of the Airport High Speed Line; and

WHEREAS, it is necessary to amend the aforesaid agreement to conform to certain requirements of the Federal Funding Agency (UMTA);

NOW, THEREFORE, the parties hereto, intending to be legally bound, hereby covenant and agree as follows:

(1) For any work to be subcontracted by Company pursuant to the aforesaid agreement, Company shall obtain sealed bids for such work and award such work to the lowest responsive and responsible bidder.

(2) The overhead rate of 99.62% stipulated in Exhibit C-1 in the aforesaid agreement (a copy of which is attached hereto) shall be considered as provisional. The overhead rate applied will be that rate approved by the Federal Highway Administration for the period of time during which the total work is completed.

(3) In all other respects, the forms, covenants and conditions of the aforesaid agreement dated October 15, 1977 shall be and remain in full force and effect.

ATTEST: *Approved as to form*  
SHELDON L. ALBERT  
City Solicitor

CITY OF PHILADELPHIA  
By *[Signature]*  
Acting Commissioner of Public Property

Per *[Signature]*  
Assistant City Solicitor

ATTEST:  
*[Signature]*  
J. H. Keeley, Ass't. Secretary

ARCO PIPE LINE COMPANY  
By *[Signature]*  
R. B. Hastie, Vice President

COMMONWEALTH OF PENNSYLVANIA )  
COUNTY OF PHILADELPHIA )

SS

Approved as to Form  
*[Signature]*  
Legal Department

On this the 3rd day of January, 1977, before me, Janet Althouse the undersigned Notary Public, personally appeared Robert Silver, who acknowledged himself to be *[Signature]*

*Acting*  
the Commissioner of Public Property of the City of Philadelphia, a municipality, and that he, as such <sup>Acting</sup> Commissioner of Public Property, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the municipality by himself as Commissioner of Public Property.

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

*Janet Althouse*  
\_\_\_\_\_  
Notary Public

My Commission expires

JANET ALTHOUSE  
NOTARY PUBLIC, PHILA., PHILA. CO.  
My Commission Expires Feb. 5, 1981

STATE OF KANSAS                    )  
                                          )    SS  
COUNTY OF MONTGOMERY        )

On this the 12th day of December, 1977, before me Ella E. White, the undersigned Notary Public, personally appeared R. B. Hastie, who acknowledged himself to be the Vice President of ARCO Pipe Line Company, a corporation, and that he, as such Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Vice President.

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

*Ella E. White*  
\_\_\_\_\_  
Notary Public

My Commission expires  
August 24, 1978

EXHIBIT "C-1"

ENGINEERING SERVICES (Based on 1977 Rates)

Survey & Line Staking - 3 Engineers - 5 days at \$98/day ea.	\$ 1,470.00
Engineering Inspection - 10 days @ \$98/day	980.00
Engineering Coordination - 60 days @ \$98/day	5,880.00
Engineering Drafting - 15 days @ \$75/day	1,125.00
Construction Inspection - 50 days @ \$68/day	3,400.00
Construction Inspection (during structure construction) - 10 days @ \$68/day	680.00
Engineering Hydrotest & Tie-in - 15 mandays @ \$98/day	1,470.00
Line Purge & Tie-in Crew - 8 men - 10 days @ \$545/day	5,450.00
Corrosion Engineer - 10 days @ \$98/day	<u>980.00</u>
A. Sub Total - Company Direct Labor	21,435.00
Benefits (Vacation, Holiday, & Sickness) - 11.68%	<u>2,504.00</u>
B. Sub Total	23,939.00
C. Other Labor Costs (Benefits, Insurance, Taxes) - 27.57% of B	6,600.00
D. Overhead, General Supervision & Indirect Labor Costs - 99.62% of B.	<u>23,848.00</u>
E. Total Costs for All Labor (B + C + D)	<u>\$54,387.00</u>

TRAVEL AND LIVING EXPENSES

Engineering Survey - Sedan - 5 days, 750 mi. @ 12¢/mi.	\$ 90.00
Engineering Survey - Meals - 3 people/5 days @ \$4/meal, ea.	60.00
Engineering Inspection - Sedan - 10 days, 1500 mi. @ 12¢/mi.	180.00
Engineering Inspection - Meals - 10 days @ \$4/meal	40.00
Construction Inspection - Pick-up Truck - 500 mi./week - 10 weeks @ 15.0¢/mi.	750.00
Construction Inspection Expenses, 10 weeks @ \$170/week	1,700.00
Construction Inspection Expenses - Pick-up Truck - 2 weeks during Structure Construction - 500 mi./week @ 15.0¢/mi.	150.00
Construction Inspection Expenses during Structure Construction - 2 weeks @ \$170/week	340.00
Line Purge & Tie-in Crew - Travel Expenses - 1 Pick-up Truck - 2 weeks, 500 mi./week @ 15.0¢/mi.	150.00
1 - Welding Truck - 2 weeks, 500 mi./week @ 18.0¢/mi.	180.00
1 - Travelall - 2 weeks, 500 mi./week @ 18.0¢/mi.	180.00
Line Purge & Tie-in Crew - Living Expenses - 8 men - 2 weeks @ \$170/week ea.	<u>2,720.00</u>
Total Travel and Living Expenses	<u>6,540.00</u>

**CONTRACT SUMMARY AND ENDORSEMENT**

TO THE LAW DEPARTMENT			DATE
The attached bid and award described below is referred to you for certification as to form, and where no annual surety bond is on file, to have Contractor post satisfactory bond.			
FINANCE CONTRACT NO. <i>7-925</i>	CONTRACTOR <i>Arco Pipe Line Company</i>	AMOUNT OF AWARD	ANNUAL SURETY BOND
LAW DEPT. NO. <i>7-3725</i>			
BID NO.			
DESCRIPTION		PERIOD COVERED	
REQUISITION NOS.			

ENDORSEMENT	
OFFICE OF THE DIRECTOR OF FINANCE - ACCOUNTING DIVISION Examined: <i>James G. Lewis</i> <i>12-29-77</i> (For the Director of Finance) (Date)	OFFICE OF THE CITY CONTROLLER Examined: _____ (Date) (For the City Controller)

Funds being available under appropriations to the following agencies to pay the amounts indicated, viz., I approve this contract as to availability of funds for the purchase orders listed below.

<i>Francis J. Linsinger</i> <i>12-30-77</i> (For the Director of Finance) (Date)	_____ (Date) (For the City Controller)
-------------------------------------------------------------------------------------	-------------------------------------------

P. O. NO.	ACCOUNT CODES	DEPARTMENT OR AGENCY	AMOUNT
			437,000.00
<i>M81251</i>	<i>2528 20 41 20 250</i>	<i>NO Pub. Prop.</i>	- 0 -
<i>M71316</i>	<i>2177 20 41 41 250</i>	<i>NO " "</i>	- 0 -
			437,000.00
<p><i>Amendment provides for sealed bids for subcontracted work and provides that overhead rate of 94 1/2% is provisional. The overhead rate applied will be that rate approved by the Federal Highway Administration in the period of time during which the total work. No change in monetary limit of contract.</i></p>			

8-1204

THIS AGREEMENT made this 11 day of October, A.D., 1961, by and between the CITY OF PHILADELPHIA (hereinafter called "CITY"), in the Commonwealth of Pennsylvania, and MOBIL PIPE LINE COMPANY (successor to Socony-Vacuum Oil Company, Inc.), formerly named Magnolia Pipe Line Company, that name having been duly changed on November 1, 1966 to MOBIL PIPE LINE COMPANY, a Delaware corporation, duly authorized to do business in the Commonwealth of Pennsylvania, having its principal office at 108 South Akard Street, Dallas, Texas (hereinafter called "MOBIL")

RECEIVED  
FEB 15 AM 10:52  
PUBLIC UTILITY  
COMMISSION

WITNESSETH

WHEREAS, on October 30, 1941 Reading Company entered into an agreement with MOBIL granting leave and license to MOBIL to place and maintain one (1) pipeline, not exceeding eight (8) inches in diameter encasing a six (6) inch pipeline for conveying petroleum products under and along the Chester Branch right-of-way and property of Railroad from a point 4,727 feet south of Grays Ferry Station to a length of 28,530 feet partly in the Fourth Ward, City of Philadelphia, and partly in Tinicum Township, Delaware County, Pennsylvania, and

WHEREAS, on November 27, 1942; June 19, 1944 and October 20, 1949 Reading Company entered into agreements with MOBIL supplemental and amendatory to the above-mentioned October 30, 1941 agreement which abandoned certain sections of the pipeline, granted new locations for the pipeline and adjusted rentals accordingly,

WHEREAS, the CITY, in order to carry out proper development of certain rights-of-way designated for the construction of the Airport High Speed Railroad facilities and associated structures, considers it desirable and necessary to relocate certain pipeline installations presently within the former Reading Company right-of-way,

WHEREAS, on June 30, 1977, the Philadelphia Electric Company granted to MOBIL an easement, a copy of which is attached hereto as exhibit permitting MOBIL to relocate certain of its pipeline installations presently within the former Reading Company right-of-way onto the property of the Philadelphia Electric Company,

DOCUMENT FOLDER

DOCKETED APPLICATION DOCKET  
FEB 16 1978  
ENTRY No. *[Signature]*

PA. P. U. C.  
A. 98061  
Phila DATE: 1/21/77  
EXHIBIT City 31  
REPORTER: V. RALLO

CITY OF PHILA.  
EXHIBIT NO. 31

NOW, THEREFORE, the CITY and MOBIL, intending to be legally bound, hereby covenant and agree as follows:

(1) Upon acquisition by the CITY of the property presently belonging to the Redevelopment Authority of the City of Philadelphia described below, CITY agrees to grant to MOBIL PIPE LINE COMPANY, its successors and assigns, an easement to construct and maintain a slope upon said property for the protection of MOBIL'S pipeline. A description of said slope easement location upon the Redevelopment Authority property is as follows:

A SLOPE EASEMENT in, through and across a certain tract of land now deeded to the Redevelopment Authority of Philadelphia. Said tract of land being located on the southerly side of and adjacent to Philadelphia Electric Company fee-owned right-of-way and the westerly side of 61st Street in Philadelphia, Pennsylvania. Said easement being twenty feet (20') in width and being more particularly described as follows:

BEGINNING at a point in a line, said point being a point marking the intersection of the Redevelopment Authority of Philadelphia northerly property line and the westerly right-of-way line of 61st Street in Philadelphia, said line being the northerly property line of said authority;

Thence, westerly 300 feet along said property line to a point;

Thence, perpendicular to said property line and in a southerly direction 20 feet to a point;

Thence, perpendicular to the preceding call and in an easterly direction parallel to said property line 300 feet to a point;

Thence, perpendicular to the preceding call in a northerly direction parallel to said 61st Street right-of-way line 20 feet to the point of beginning,

Said Easement containing .14 acres, more or less.

(2) Pending final settlement for the above-mentioned Redevelopment Authority property, CITY has obtained a right-of-entry from Redevelopment Authority authorizing CITY, its agents, employees and contractors, to enter upon said Redevelopment Authority property and to commence construction of the Airport High Speed Line. CITY hereby authorizes MOBIL, pursuant to said right-of-entry, a copy of which is attached hereto, made a part hereof and marked Exhibit "B", to enter upon said premises and perform thereon the pipeline relocation project described in paragraph 4 below.

(3) MOBIL hereby agrees to make application to Consolidated Rail Corporation, successor in title to the former Reading Company, for an amendment of the license agreement above mentioned dated October 30, 1941 for the adjustment of the MOBIL pipeline within the Consolidated Rail Corporation property.

(4) Following receipt of the document described in paragraph 3 and notice to proceed from the CITY, MOBIL shall relocate certain of its pipeline facilities to accommodate construction of the Airport High Speed Line requiring work described as follows:

(a) Engineering Services

(1) Draft Agreement with CITY, obtain license agreement from ConRail. Stake line prior to construction and control during construction.

(2) Inspection - during construction of pipeline, during viaduct and 70th Street structure construction, and during excavation for drainage system.

(3) Engineer and Draftsman - prepare As-Built drawings as required.

(b) Construction

This project consists of completely installing approximately 4,400 feet of 6-5/8" O.D. line pipe in three segments and installing approximately 220 feet of 10-3/4" O.D. casing to replace, by relocation, portions of MOBIL'S existing pipeline which shall be abandoned to accommodate the construction of the Airport High Speed Line. MOBIL shall relocate those portions of its existing pipeline which are located on the property and right-of-way of the Consolidated Rail Corporation from station 131 + 25.0 to station 156 + 25.0, from station 261 + 60.0 to station 263 + 60.0 and from station 306 + 33.0 to station 323 + 00 as shown on Mobil Pipe Line Company's Drawing No. D-1510-PL, sheets 1 through 5, which are attached hereto, made part hereof and marked Exhibit "C".

(5) MOBIL shall enter upon the performance of this agreement with all due diligence and dispatch; MOBIL and its subcontractors shall assiduously press to its complete performance, and shall exercise therein the highest degree of professional skill and competence.

(6) CITY agrees to pay to MOBIL the sum of MOBIL'S costs incurred in the performance of the work described in paragraph 4 less the salvage value of MOBIL'S existing pipes, however, in no event shall the amount due MOBIL exceed Three Hundred Fifty-Seven Thousand Dollars (\$357,000.00).

(7) The amount due MOBIL under this agreement shall be based upon MOBIL'S cost proposal which is attached hereto, made a part hereof and marked Exhibit "D", subject to paragraph 12 of this agreement and to the budgetary controls set forth in CITY'S Standard Accounting Procedures Guide for Consultant Cost-Type Contracts, Department of Public Property (May, 1977), which is incorporated herein and made part hereof by reference.

(8) It is understood and agreed that the salvage value of MOBIL'S existing pipes shall be applied as a credit against any amount due MOBIL under this agreement:

(9) MOBIL'S costs, not to exceed \$357,000.00 , shall be paid by CITY to MOBIL either:

(a) following the completion of the work described in paragraph 4 and the submission of a final invoice by MOBIL, or

(b) at the option of MOBIL, payment may be made in installments as follows:

(1) upon receipt of the notice to proceed, MOBIL may submit an initial invoice for the estimated amount of the reimbursable cost for materials to be provided by MOBIL not to exceed \$51,600.00.

It is agreed that such advance payment shall be deposited in a specially designated interest bearing account. Funds shall be withdrawn from this account solely for the payment of costs of materials as they are actually incurred and such withdrawals shall be used as an offset against billings for materials. It is further agreed that the interest which accrues on this account shall be applied as a credit against the amount due MOBIL under this agreement.

(2) upon incurring additional costs not included within sub-paragraph 9(b)(1), MOBIL may submit periodic invoices for such additional costs, however, such invoices shall be submitted no more frequently than every ninety (90) days or upon incurring \$10,000 additional costs, whichever occurs first.

(10) Payment of initial, periodic or final invoices shall be made within sixty (60) days of receipt and approval by CITY, except as otherwise provided.

(11) All invoices and supporting documents shall be in strict accordance with CITY'S Standard Accounting Procedures Guide for Consultant Cost-Type Contracts, Department of Public Property (May, 1977).

- (12) All regulations concerning proper documentation of costs shall be followed by MOBIL and any and all subcontractors. The determination of allowable costs shall be based upon the then current issue of "Policy and Procedure Memorandum 30-4, Utility Relations and Adjustments", Federal Highway Administration, (June 29, 1973), which is incorporated herein and made part hereof by reference. The calculation of MOBIL's overhead shall be based upon the format set forth in Exhibit "E", which is attached hereto and made part hereof.
- (13) All payments to MOBIL shall be in checks drawn by the City Treasurer. Before any payment shall come due, MOBIL shall furnish the CITY with bills and vouchers, in the number, form and content the CITY may require. Supporting documentation will be supplied by MOBIL as directed by CITY.
- (14) Following completion of the work described in paragraph 4, MOBIL's computation of the compensation paid or due to MOBIL under this agreement shall be subject to audit. MOBIL shall permit the authorized representatives of the City of Philadelphia, Commonwealth of Pennsylvania, U. S. Department of Transportation and the Comptroller General of the United States to inspect and audit all data and records of MOBIL relating to its performance under this agreement. All records must be maintained for a period of three (3) years following completion of this agreement to show actual time devoted and costs incurred.
- (15) If payment is made to MOBIL prior to final audit, and if at the time of final audit, the City, State or United States of America determines items of cost to be unallowable under this agreement, MOBIL shall make restitution of any overpayment to the CITY.
- (16) It is understood and agreed that the funding sources for the compensation due MOBIL under this agreement shall include the Federal Government acting through the Urban Mass Transportation Administration (UMTA). If for any reason federal monies become unavailable for the funding of this project, CITY's obligations hereunder shall cease and MOBIL shall only be compensated for those services rendered prior to notice to MOBIL of the termination of funding. It is further agreed that notwithstanding anything herein to the contrary, CITY shall be under no obligation to make any payments to MOBIL in advance of CITY's receipt of Federal funds.
- (17) CITY reserves the right to deny payment of any increase in MOBIL's costs which results from an error or omission on the part of MOBIL.

(18) MOBIL will obtain bids for the work described in paragraph 4(b) by soliciting bids from its list of six approved contractors. Prior to soliciting said bids, MOBIL will submit the list to the CITY for CITY'S approval. MOBIL shall also submit for CITY'S prior approval six (6) complete sets of bid documents, including description of work, contract, specifications, engineering cost estimate, reference drawings, and other pertinent information describing the work.

(19) MOBIL agrees to execute a bond, without surety, in form satisfactory to the City Solicitor, to guarantee MOBIL'S performance of all obligations pursuant to this agreement during the period of construction until the relocation work is accepted by the CITY.

(20) MOBIL agrees to complete the pipeline relocation project described in paragraph 4 within three (3) years following written notice from CITY to proceed.

(21) MOBIL will provide CITY with monthly progress reports.

(22) If MOBIL does not receive from the CITY a written notice to proceed with said relocation within one (1) year from the date of this agreement, the payment due MOBIL to perform such relocation, set forth in paragraph 6, shall be subject to review and revision.

(23) MOBIL shall indemnify, defend and hold harmless the CITY from and against any and all claims, suits, causes of action or judgments arising out of any act or omission of any employee, agent or contractor of MOBIL in the performance of this agreement.

(24) CITY'S Standard Contract Requirements for Public Works Contracts, Procurement Department (April 1976) are, to the extent applicable, incorporated herein and made a part hereof by reference.

(25) The CITY, State and Federal governments shall have access to the site of construction and shall have the right to inspect all project works.

(26) This contract and the monies to come due hereunder shall not be assigned or assignable, either by action of MOBIL or by operation of law.

(27) The performance of work under this Agreement may be terminated in whole or in part by the CITY in accordance with the terms set forth below, whenever the CITY shall determine that such termination is in the best interest of the CITY. Upon receipt of the Notice of Termination, and except as otherwise directed by the CITY, MOBIL shall:

- (a) Stop work under the agreement, on the date and to the extent specified in the Notice of Termination;
- (b) Place no further orders or subcontracts for materials, services or facilities;
- (c) Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination.
- (d) Settle all outstanding liabilities and all claims arising out of such termination of orders or subcontracts, with the approval or ratification of the CITY to the extent it may require, which approval or ratification shall be final for all the purposes of this article;
- (e) Transfer title and deliver to the CITY all specialty items or items expressly fabricated for this agreement and which cannot be used as a standard item on another project and, the completed or partially completed plans, drawings, information and other property which, if the agreement had been completed, would have been required to be furnished to the CITY;
- (f) Take such action as may be necessary, or as the CITY may direct, for the protection and preservation of the property related to this agreement which is in the possession of MOBIL;
- (g) In all cases the CITY shall direct MOBIL to perform such duties and work necessary to insure continual pipeline operation and to restore the lands in a manner consistent with outstanding easements and licenses.

After receipt of a Notice of Termination, MOBIL shall submit to the CITY its termination claim, in the form and with certification prescribed by the CITY. Such claim shall be submitted within a reasonable time period.

(28) MOBIL agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970. Violations shall be reported to UMTA and the Regional Office of the Environmental Protection Agency. MOBIL must submit evidence to the CITY that the governing air pollution criteria will be met. This evidence and related documents will be retained by the CITY for on-site examination by UMTA.

(29) No member of or delegate to the Congress of the United States shall be admitted to any share or part of this contract or to any benefit arising therefrom.

(30) No member, officer, or employee of the Public Body or of a local public body during his tenure or one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

(31) MOBIL PIPE LINE COMPANY hereby certifies that it is not included on the U. S. Comptroller General's Consolidated List of Persons or Firms Currently Debarred for Violations of Various Public Contracts Incorporating Labor Standards Provisions.

(32) During the performance of this contract, the contractor agrees as follows:

(a) The contractor will not discriminate against any employee or, applicant for employment because of race, creed, color, or national origin.

The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, or national origin. Such action shall include, but not be limited to the following: Employment, 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 contractor agrees to post in conspicuous places, available to employees, and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, or national origin.

(c) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- (d) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (e) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (f) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or Federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order, of the Secretary of Labor, or as otherwise provided by law.
- (g) The contractor will include the portion of the sentence immediately preceding subparagraph (a) and the provisions of subparagraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

33) Minimum wages to be paid on this construction project have been established by the U. S. Department of Labor and are shown below. These wage rates must be prominently posted at the construction site.

34) In connection with the performance of this contract, the contractor will cooperate with the project sponsor in meeting his commitments and goals with regard to the maximum utilization of minority business enterprises and will use its best efforts to insure that minority business enterprises shall have the maximum practicable opportunity to compete for subcontract work under this contract.

35) This agreement is entered into under the terms of the Philadelphia Home Rule Charter and in its performance, MOBIL shall not discriminate nor permit discrimination against any person because of race, color, religion or national origin. In the event of such discrimination, the Commissioner of Public Property may terminate this agreement forthwith.

36) This constitutes the entire agreement between the parties and no alteration, addition or amendment thereto shall be valid unless in writing and signed by both parties and being expressly understood that any proposed change in this agreement shall be submitted to the CITY for its prior approval in writing.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

CITY OF PHILADELPHIA

Approved as to form

SHELDON L. ALBERT

City Solicitor

Per [Signature]  
Assistant City Solicitor

By:

[Signature]

COMMISSIONER, PUBLIC PROPERTY

MOBIL PIPE LINE COMPANY

By:

[Signature]

Vice President

9135  
Wiley  
[Signature]

ATTEST:

[Signature]

Assistant Secretary

(SEAL)

COMMONWEALTH OF PENNSYLVANIA)

COUNTY OF PHILADELPHIA )

) ss:

On this the 15 day of October, 1977 before me Janet Altouse  
 the undersigned Notary Public, personally appeared Robert Silver  
 who acknowledged himself to be Commissioner, Dept. of Public Property  
 CITY OF PHILADELPHIA, a municipality, and that he, as such Commissioner  
 being authorized so to do, executed the foregoing instrument for the purposes therein  
 contained, by signing the name of the municipality by himself as Commissioner  
of Dept. of Public Property

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

Janet Altouse  
 Notary Public

JANET ALT OUSE  
 NOTARY PUBLIC, PHILA., PHILA. CO  
 My Commission Expires Feb. 5, 1981

STATE OF TEXAS )

COUNTY OF DALLAS )

) ss:

On this the 15<sup>th</sup> day of September, 1977, before me Wm. L. Grissom, Jr.  
 the undersigned Notary Public, personally appeared L. B. Fog  
 who acknowledged himself to be the Vice President of MOBIL PIPE LINE COMPANY, a  
 corporation, and that he, as such Vice President, being authorized so to do, executed  
 the foregoing instrument for the purposes therein contained by signing the name of  
 the corporation by himself as Vice President.

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

Wm. L. Grissom, Jr.  
 Notary Public

My commission expires  
 September 30, 1978

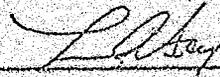
CERTIFICATION SHEET

AIRPORT HIGH SPEED LINE

The pipeline relocations or replacements for the above Project contain no Betterments.

Relocation shall mean the adjustment of pipeline facilities required by the mass transit project, such as removing and reinstalling the facility, including necessary rights-of-way, on new location, moving or rearranging existing facilities or changing the type of facility, including any necessary safety and protective measures. It shall also mean constructing a replacement facility functionally equal to the existing facility, where necessary for continuous operation of the pipeline service, the project economy, or sequence of mass transit construction.

Betterments shall mean and include any upgrading to the facility being relocated made solely for the benefit of and at the election of Mobil Pipe Line Company, not attributable to the mass transit construction.

  
\_\_\_\_\_

STATE: Pennsylvania

**SUPERVISOR'S DECISION**

DECISION NO. PA77-3107  
 OCCURRENCE NUMBER: CHARLES  
 DELANEY, Montgomery T  
 PHILADELPHIA  
 DATE: Date of Folicitation  
 DESCRIPTION OF WORK: Building construction, including single family house  
 and garden type apartments up to 4 including 4 stories

Grade Hourly Rate	Fringe Benefits Payments				Education Add'l Apr. %
	M & V	Passive	Vacation	Apr. %	
112.02	.80	.50			.06
10.10	.75	1.00			.02
10.68	1.10	1.00			.02
8.75	.85	.50			.03
10.12	2.13	2.35			.12
9.77	1.84	1.25			.12
16.00	1.74	1.55			.12
9.00	1.15	1.55			.12
8.75	.85	.50			.03
8.75	.85	.50			.03
17.50		384.76			.24
12.47	.45	.56			.025
8.75	.745	.56			.025
15.53	.50	.50			.01
12.12	.84	1.30			.04
12.07	.84	1.61			.04
6.95	.80	.45			.03
7.05	.80	.45			.03
7.10	.80	.45			.03
7.25	.80	.45			.03
7.25	.80	.45			.03
4.89	.80	.45			.03

**CLASSIFICATIONS DEFINITIONS**

CLASS I - Stripping & dismantling concrete or masonry, loading, carrying, handling of all reinforced steel, 7 steel mesh handling, labor and other building materials, operating jackhammers, paving breakers, 7 all other pneumatic tools, building scaffolds, railing, sheathing 7 tamping of asphalt, setting & concrete work, grading, form pinning, boarding, demolition, except burners, laying conduits and ducts, sheathing, lagging, laying non metallic pipe & caulking, all other types of laborers

DECISION NO. PA77-3107

Bell Hourly Rate	Fringe Benefits Payments			Education Add'l Apr. %
	M & V	Passive	Vacation	
5.50	.90	.65		
4.40	.90	.65		
8.85	.90	.65		
8.80	.90	.65		
4.90	.90	.65		
3.44	.80	.45		

CLASS IV - Foreman, wagon drill operator (multiple), circular caissons excavations, caisson groundmen, underpinning excavations, laborers, setting at depth of 4 feet or under

CLASS V - Caisson bottom man

CLASS VI - Yard workers

LANDSCAPE: All other work

CLASS I - 5.50

CLASS II - 4.40

CLASS III - 8.85

CLASS IV - 8.80

CLASS V - 4.90

CLASS VI - 3.44

**CLASSIFICATIONS DEFINITIONS**

CLASS I - Stripping & dismantling concrete or masonry, loading, carrying & handling of all reinforced steel, 7 steel mesh, handling lumber and other building materials, operating jackhammers, paving breakers 7 all other pneumatic tools, building scaffolds, railing, sheathing 7 tamping of asphalt, setting & concrete work, grading, form pinning, boarding, demolition, except burners, laying conduits and ducts, sheathing, lagging, laying non metallic pipe & caulking, all other types of laborers

CLASS II - Mason tender, power buglers, burners on demolition

CLASS III - Wagon drill operator (single)

CLASS IV - Foreman, wagon drill operator (multiple), circular caissons excavations, caisson groundmen, underpinning excavations, laborers, working at depth of 4 feet or under

CLASS V - Caisson bottom man

CLASS VI - Yard workers

LANDSCAPE LABORERS:

CLASS I - 7.00

CLASS II - 7.50

**CLASSIFICATIONS DEFINITIONS**

CLASS I - Landscaper laborers

CLASS II - Farm tractor driver, hydrooper nozzle man and mulcher nozzle man

Rehabilitation work on residential structures to include demolition, repair and alteration, or any existing structure of not more than four (4) stories which is intended for predominantly residential use.

DISPOSITION NO. PA27-3107

Description	Basic Hourly Rate	Final Benefit Payments			
		H & W	Pension	Veteran's	Education and/or App. To
LEADERS	8.61	.225	.10		
ZONE 1	10.75	.10	.25	.40	.01
LINE CONSTRUCTION					
Linehaul	13.76	.40	.31	.40	.11
Groundman	8.22	.40	.31	.40	.11
WIRE TROUGH OPERATOR	9.40	.40	.31	.40	.11
MAINT. SERVICES	10.20	.40	.31	.40	.11
MISCELLANEOUS	10.62	.40	.31	.40	.11
PHYSICIAN					
RESIDENTIAL USER					
ZONE 1	8.65	.525	.42	.40	.06
All other work					
ZONE 1					
Blush	9.295	.835	.42	.40	.06
Sturdy, steel & ending	9.545	.835	.40	.40	.06
Roller	9.295	.835	.40	.40	.06
PAINTERS					
RESIDENTIAL USER					
ZONE 1	8.54	.55	.35	.40	.06
RESIDENTIAL USER					
PHYSICIAN	12.97	2.12	1.30	.40	.12
PHYSICIAN, CHILDRN AND CLERICAL	10.00	.45	.60		
PLUMBERS					
RESIDENTIAL USER					
ZONE 1	11.24	.81	1.30		.14
All other work					
ZONE 1	12.84	.52	1.00		.11
ROOFERS					
RESIDENTIAL USER					
ZONE 1	9.47	.53			.01
All other work					
ZONE 1					
Competition, Camp and waterpark	9.12	.65	.55		
Slabs etc	8.10	1.00	.50		
All other work					
ZONE 1					
Construction					
Competition, Camp & waterpark					
Roofers	12.03	1.30	.82		
Roofers Assistant	5.20	1.30	.82		
Blow, fill and surface	10.75	1.00	.50		
Asphalt shingle	8.01	1.00	.50		
Direct Metal Working					
ZONE 1 (Commercial)	12.61	1.04	.65		.01
SOFT STEEL CARVERS					
RESIDENTIAL USER					
All other work	7.58	1.50	1.30		.12
SPRINKLER FITTERS	8.82	1.03	1.30		.12
TYPE 1	17.04	.50	.90		.10

DISPOSITION NO. PA27-3107

Description	Basic Hourly Rate	Final Benefit Payments			
		H & W	Pension	Veteran's	Education and/or App. To
STRATEGISTS					
ZONE 1	12.16	.80	1.45		.11
STONE MASONS					
ZONE 1	11.47	.87	.97		
TERRAZZO WORKERS					
TILE SETTERS	9.65	.87	.97		
RESIDENTIAL USER					
All other work	9.25	1.10	.90		.11
WELDERS - Rate prescribed for craft performing operation to which welding is incidental.	9.47	1.25	1.03		.11

**PAID HOLIDAYS (Hours Accumulated):**  
 A-New Year's Day; B-Residential Day; C-Independence Day; D-Labor Day; E-Thanksgiving Day; F-Christmas Day.

- FOOTNOTES:**
- Employer contributed 4% of basic hourly rate for 5 years or more of service or 3% basic hourly rate for 6 months to 5 years of service on Vacation Pay Credit.
  - Holidays: A through F.
  - Holidays: July 4th, Labor Day and Thanksgiving Day.
  - Holidays: A through F, Washington's Birthday, Good Friday and Christmas Day, provided the employee has worked 45 days for the employer during the 120 days prior to the holiday, and is available for work the day preceding and following the holiday.
  - Holidays: Vacation Day
  - Holidays: Labor Day and Election Day
  - Holidays: A through F, Washington's Birthday, Good Friday and Christmas Day, provided the employer has worked 45 full days for the employer during the 120 calendar days prior to the holiday & is available for work the days preceding & following the holiday.

Rehabilitation work on residential structures to include demolition, repair and alteration, or any existing structures of not more than four (4) stories which is intended for predominantly residential use:

CLASSIFYING DEFINITIONS

CLASS	Hourly Rate	Family Benefits Payments			Columbian and/or April 15
		M & V	Retirees	Vacation	
CLASS I	12.60	5.51	9.58	2	1.28
CLASS II	11.67	5.51	9.58	2	1.28
CLASS III	11.67	5.51	9.58	2	1.28
CLASS IV	11.25	5.51	9.58	2	1.28
CLASS V	10.55	5.51	9.58	2	1.28
CLASS VI	10.78	5.51	9.58	2	1.28
CLASS VII	10.27	5.51	9.58	2	1.28
CLASS VIII	9.55	5.51	9.58	2	1.28

CLASSIFYING DEFINITIONS

CLASS I - Handling steel and stone in connection with erection cranes doing heavy work; any machine handling machinery; cable spinning machines; mill-rope; any machine similar to the above.

CLASS II - Hoisting work with dock hoists and pile drivers, all types of cranes, all types of backhoes, excavators, draglines, loaders, all types of shovel carriers, trenchers, trenching machines, piling type backhoes, hoists with two towers, crawlers, etc. and over all types overhead cranes; building hoists - double drum hoists used as derrick; marking machines in tunneling; graders; front-end loaders over 3 cu. yds.; excavating machines in tunneling; tower type crane operators; erecting, dismantling, applying or jacking drill bits; cut-off (ballroom type) fork lift; (20 ft. and over); motor patrol (also street), each item with above. Machine similar to the above.

CLASS III - Concrete building equipment; building hoists (single drum); concrete and technical, special plant engineers, roller high grade finishing) crawler-type tractors with front-end overhead loaders and sub-mounted loader 2 cu. yd. up to 6 including 3 cu. yd.; maintenance engineers with tools presser, high or low pressure rollers, concrete pump, well drillers, for lift trucks of all types; bulldozers D-7 or equivalent and over; ditch with type trencher; motor patrol; machines similar to the above.

CLASS IV - Concrete breaking machines, rollers and rollers similar to the above.

CLASS V - All hoist/lift under 2 1/2, tractors including rubber-tired type with front and overhead loader under 2 cu. yd.; beam pulverizing roller, rollers and maintenance engineers, electric or power equipment, maintenance engineer (power base), and machine similar to the above.

CLASSIFYING DEFINITIONS CONT'D.

CLASS VI - Concrete building, welding machines, heaters, wallpaper, concrete form line sprayer, road finishing machines, pumps, power broom (self contained), road spreader and machine similar to the above.

CLASS VII - Pile driver

CLASS VIII - Oiler and dock hand (personal work)

FOOTNOTES:

4. Paid holidays: New Year's Day; Independence Day; Labor Day; Thanksgiving Day; and Christmas Day providing the employee works the day before and after the holiday.

DECISION NO. PA77-1107

CLASS	Hourly Rate	Family Benefits Payments			Columbian and/or April 15
		M & V	Retirees	Vacation	
CLASS I	8.12	4.42	6.25	2	1.28
CLASS II	8.42	4.42	6.25	2	1.28
CLASS III	8.42	4.42	6.25	2	1.28

CLASSIFYING DEFINITIONS

CLASS I - Warehouseman, checker, fork lift driver, stack body truck (single axle), 1 1/2 ton and under vehicles.

CLASS II - Truck drivers over 1 1/2 ton, dump trucks, tandem and hitch trucks; semi-trailers, agitator mixer trucks, and dumpable type vehicles, asphalt distributors, fuel tractor when used for transportation, stack body truck (Lundin).

CLASS III - Waste type, off-highway equipment - back of belly dump trucks and double - hitched equipment (hoists) excavator, loaded trailer.

FOOTNOTES:

a. Employee will earn one (1) vacation day every two (2) months up to a maximum of five (5) vacation days (40 hours pay) per calendar year. During each two (2) consecutive month period, employee must have worked twenty-six (26) days in that two month period. After 130 workdays the employee will be entitled to all days of vacation, employee with (150) years or more seniority shall be eligible for two (2) weeks of vacation.

b. Paid holidays: Memorial Day; Independence Day; Labor Day and (5) personal holidays for employees who have worked a minimum of thirty days and are on the employer's seniority list; provided he works the scheduled work days before and after the paid holidays.

The following modifications supersede the Federal rates of 8/26/77 where applicable.

3107

DECISION #PA77-2675 - Vol. 8.1  
 (62 FR 43353 - August 26, 1977)  
 Bucks, Chester, Delaware,  
 Montgomery, Philadelphia  
 Counties, Pennsylvania

Basic Hourly Rates	Fringe Benefits Payments			
	H & V	Pensions	Vacation	Education and/or Apprent. Tr.
Electricians	12.00	1.05	1.00	.02
Commercial	12.59	6%	3%+5%	2%

1977, by and between PHILADELPHIA ELECTRIC COMPANY, a corporation of the Commonwealth of Pennsylvania, hereinafter called "Grantor" of the first part and MOBIL PIPE LINE COMPANY, a corporation of the State of Delaware, hereinafter called "Grantee" of the second part.

WHEREAS, The City of Philadelphia proposes to construct a portion of its Airport High Speed Line on the Chester Branch of the Reading Railroad, paralleling property of Grantor from 60th Street to south of 92nd Street; AND

WHEREAS, Grantee has a 6 inch pipeline located within the right of way of the Chester Branch of the Reading Railroad at the point where the Airport High Speed Line will intersect the Reading Railroad right of way; AND

WHEREAS, in constructing the Airport High Speed Line certain viaduct structures will be located in the area where the aforementioned pipeline is located making it necessary to relocate said pipeline; AND

WHEREAS, Grantor at the request of the City of Philadelphia has agreed to grant to the Grantee the rights necessary to provide for the relocation of the said pipeline.

NOW, THEREFORE, WITNESSETH, that the Grantor for and in consideration of the sum of ONE DOLLAR (\$1.00), the receipt whereof is hereby acknowledged, insofar as it has the power, title and authority so to do, and subject as hereinafter set forth, does hereby grant unto the Grantee, its Successors and Assigns, in common with others, the right, liberty and privilege to lay, construct, install, use, operate, maintain, inspect, repair, renew and remove one (1) underground oil pipeline, six (6) inches in diameter, together with appurtenances, equipment and facilities useful or incident to the operation or protection thereof, including above or below ground valves, necessary for the conveyance and transportation of crude oil, fuel oil, including residual oil, petroleum, petroleum products and derivatives and any other liquids, gases or substances which can be transported through said line, hereinafter called "pipeline", in, under and through so much of Grantor's property situate in the 40th Ward, of the City of Philadelphia, Commonwealth of Pennsylvania, as lies within two (2) thirty (30) foot wide strips of ground, 15 feet

Exhibit "A"

on each side of the center lines described in Mobil Pipe Line

Company, Engineering Department, Drawing Nos. D-1510-1-PL-A and D-1510-2-PL-A,  
D-1510-4-PL-A and D-1510-5-PL-A,

dated December 21, 1976 and revised February 24, 1977, as follows:

--- STRIP NO. 1, BEGINNING at Philadelphia Electric Company coordinate N. 208,824.19  
E. 2,699,815.74 on the line dividing ground of Philadelphia Electric Company and Conrail  
Railroad System (formerly Philadelphia & Chester Branch of the Reading Railroad Company),  
said point being at the distance of 228.78 feet measured S. 33 degrees 12 minutes 29  
seconds W. from Philadelphia Electric Company's "Airport" control monument, the Plane  
Coordinate position of Philadelphia Electric Company's control monument being N.  
209,015.61 E. 2,699,941.04 and extending thence from said point of beginning through  
ground of Philadelphia Electric Company the nine (9) following courses and distances:  
(1) N. 82 degrees 10 minutes 07 seconds E. 41.30 feet to a point; (2) N. 41 degrees 02  
minutes 19 seconds E. 108.59 feet to a point; (3) N. 40 degrees 19 minutes 02 seconds  
E. 100 feet to a point; (4) N. 39 degrees 35 minutes 45 seconds E. 100 feet to a point;  
(5) N. 38 degrees 52 minutes 28 seconds E. 100 feet to a point; (6) N. 38 degrees 09  
minutes 11 seconds E. 100 feet to a point; (7) N. 37 degrees 25 minutes 54 seconds E.  
100 feet to a point; (8) N. 36 degrees 42 minutes 37 seconds E. 1,705.66 feet to a point  
and (9) N. 03 degrees 41 minutes 17 seconds W. 64.81 feet to a point on the line dividing  
ground of Philadelphia Electric Company and Conrail Railroad System (formerly Philadelphia  
& Chester Branch of the Reading Railroad Company), said point being Philadelphia Electric  
Company Coordinate N. 210,732.973 E. 2,701,257.131.

--- SAID center line CONTAINING 2,420.36 feet or 146.69 rods.

--- STRIP NO. 2, BEGINNING at Philadelphia Electric Company coordinate N. 223,669.58  
E. 2,708,992.52 on the line dividing ground of Philadelphia Electric Company and Conrail  
Railroad System (formerly Philadelphia & Chester Branch of the Reading Railroad Company),  
said point being at the distance of 247.54 feet measured S. 12 degrees 58 minutes 14  
seconds W. from Philadelphia Electric Company's "Cowan" control monument, the Plane  
Coordinate position of Philadelphia Electric Company's control monument being N.  
223,910.80 E. 2,709,048.08 and extending thence from said point of beginning through  
ground of Philadelphia Electric Company the four (4) following courses and distances:  
(1) S. 85 degrees 08 minutes 11 seconds E. 43.99 feet to a point; (2) N. 26 degrees 06  
minutes 19 seconds E. 1,221.45 feet to a point on the southwesterly side of 61st Street  
(105 feet wide); thence through the right of way of 61st Street N. 26 degrees 06 minutes  
19 seconds E. 105 feet to a new point of beginning, said point being Philadelphia  
Electric Company coordinate N. 224,856.99 E. 2,709,620.01; (3) N. 26 degrees 06 minutes  
19 seconds E. 130.45 feet to a point and (4) N. 01 degrees 26 minutes 19 seconds E. 98.24  
feet to a point on the line dividing ground of Philadelphia Electric Company and Conrail  
Railroad System (formerly Philadelphia & Chester Branch of the Reading Railroad Company),  
said point being Philadelphia Electric Company Coordinate N. 225,072.34 E. 2,709,679.88.

--- SAID center line CONTAINING 1,494.13 feet or 90.55 rods.

--- Gulf Oil Corporation and Arco Pipe Line Company will occupy a portion of said  
strip of ground.

COMPANY, by appropriate condemnation proceedings filed in the Court of Common Pleas of Philadelphia County as of July Term, 1973, No. 4475, acquired from REDEVELOPMENT AUTHORITY OF THE CITY OF PHILADELPHIA in fee simple.

TOGETHER with such ingress, egress and regress to, from and over the premises of the Grantor as necessary for the exercise of the rights granted hereunder.

ALSO TOGETHER with the right to transport and operate heavy equipment over Grantor's property as may be necessary for the relocation, construction and maintenance of said pipe line.

TO HAVE AND TO HOLD, all and singular, the aforesaid rights, liberties and privileges unto the Grantee, its Successors and Assigns, UNDER and SUBJECT, nevertheless, to the express conditions, agreements and covenants hereinafter set forth, the faithful performance of which constitutes an essential part of the consideration hereof, to wit:

1. The Grantee shall (a) lay, construct, install, use, operate, maintain, repair, renew and replace the aforesaid pipe line, at its own cost and expense, doing as little damage as possible to Grantor's property and (b) upon completion of any work done, (1) restore said land to a condition at least equal to that existing prior to such work, including but not limited to replacing shrubbery and plantings, back filling, properly tamping and reseeding the surface of the ground, and, if necessary refilling, following any subsequent settlement of the ground above the pipe line in order to maintain the drainage pattern existing prior to the construction of the pipe line and (2) repair and put into good condition, and to the satisfaction of Grantor, any and all improvements, including but not limited to fences and shrubbery, injured thereby. Said pipe line shall have a minimum cover of three (3) feet of earth.

2. Grantee shall exercise particular care in the laying, construction, installation, maintenance, repair, renewal or replacement of said pipe line to avoid inter-

ference, contact with or damage to Grantor's facilities, and Grantee agrees it will not cause or permit any boom, crane or similar mechanical equipment which when fully extended can exceed fifteen feet (15') in height above the surface of the ground to operate in any area over which the Grantor may have erected its electric facilities and within five feet (5') of any tower foundation, poles or anchor guys supporting said towers or poles. Said pipe line shall not be constructed without prior written approval of Grantor: (a) within twenty-five (25) feet of Grantor's transmission structures and (b) within ten (10) feet of Grantor's distribution facilities. Special care shall be exercised to (a) prevent cave-ins disturbing any existing tower, pole or anchor of the Grantor and (b) avoid leakage at the pipe joints or seepage into the open ditches during construction of said pipe line which might lead to undermining any tower foundations, poles or guy anchors erected in the vicinity of the right of way herein granted. Grantee also agrees not to use explosives in performing any work upon the property of the Grantor.

3. Grantee or its contractor shall exercise care to avoid interfering with the operation of Grantor's transmission facilities. All operations in the vicinity of these facilities shall be performed in accordance with the latest edition of the Commonwealth of Pennsylvania, Department of Labor, Occupational Safety and Health Administration, Safety and Health Regulations regarding the safe operation of cranes, booms and hoists in the vicinity of energized conductors. Grantee shall be fully responsible for any damage that it shall inflict upon Grantor's facilities including, but not limited to, cost of all repairs, any additional transmission or generating costs incurred by Grantor because of the loss of the use of the damaged facility and all costs incurred as a result of subsequent damage to other facilities, either Grantor's or their customer's related to the initial damage.

4. Grantee or its contractor shall be considered to be working in the vicinity of a transmission line if it is physically possible for any equipment, tools, men or material to be moved, rotated, lifted, fall or in any way approach closer to an energized facility than the minimum distance specified under Occupational Safety and Health Administration. Also, any work on the Grantor's right of way shall be considered to be in the vicinity of a transmission line.

5. Grantee or its contractor shall contact Grantor's Superintendent in charge of its Overhead Transmission Section at 1050 Swedesford Road, Berwyn, Pennsylvania 19312, Telephone No. (215) 647-3011, Ext. 320: (a) at least three (3) months before work is to begin. At that time, the project will be reviewed to determine precautionary measures and discuss construction procedures and (b) at least three (3) days before the initial work and any future work is to begin, at which time certificates of insurance shall be furnished as hereinafter set forth.

6. All outages shall be scheduled subject to the requirements of Grantor's system operations. All requests for outages shall be made in writing to Grantor's Superintendent in charge of its Overhead Transmission Section at 1050 Swedesford Road, Berwyn, Pennsylvania 19312, at least seven (7) months in advance of the requested outage dates.

7. Grantor's inspector will be required on the job when equipment or material used during construction or maintenance of the pipe line can be positioned within 16 feet of any transmission line conductor and at such other times as Grantor may direct.

8. Grantor's transmission line must be de-energized and grounded by Grantor's forces prior to the start of any construction operation that requires any part of equipment to be positioned within 16 feet of the transmission line conductors.

9. No equipment or material shall be permitted to contact the de-energized conductor. If deemed necessary and practical, Grantor, at its option, will relocate or cover the conductors to protect them from physical damage at Grantee's expense.

contractor shall contact Grantor's Work Dispatcher at the South District, 830 Schuylkill Avenue, Philadelphia, Telephone No. (215) 811-6229, at least one week prior to the start of work in the vicinity of any distribution lines. In the event of an emergency the Grantee shall immediately notify the Grantor's Trouble Dispatcher at 2301 Market Street, Philadelphia, Pennsylvania, Telephone No. (215) 811-5158, and Grantee shall take immediate action to remedy the problem.

11. No equipment shall be permitted to come within 8 feet of a distribution line conductor. If equipment is placed in a position so that any part of it can be moved within 8 feet of a line conductor, the line must be de-energized.

12. Grantor shall be reimbursed for all expenses involving the presence of an inspector, de-energizing conductors, relocating facilities or any other precautionary measures it deems necessary to protect against bodily injury and property damage that may result from Grantee's or Grantee's contractor's work procedures. This shall include but not be limited to all labor, transportation and material and also any additional transmission or generating costs incurred by Grantor because of the loss of the use of their facilities if outages are requested. The contractor shall give the Overhead Transmission Section a purchase order number, or similar accounting device, at the time the contract is awarded, to be used for billing of all Grantor's costs, Grantee shall be billed for such service on a cost plus overhead basis. It being understood that this shall in no way, relieve Grantee from any liability hereunder.

13. Grantee assumes all risk of loss, injury or damage to its pipe line and all risk of injury or death to its employees or workmen from any causes whatever. The Grantee shall at all times hereafter indemnify, protect and save harmless the Grantor (and its officers, agents and employees) from and against any and all loss, damage, cost and expenses for all claims, demands and actions therefor based on injury or damage to the person, or property of any person, firm or corporation (including the parties hereto, their officers, agents and employees) and caused by or arising from the presence,

location, construction, use, maintenance, and repair of said pipe line.

11. This Agreement is made subject to:

(a) the right of the Grantor, its Successors and Assigns, to use its property over which the said pipe line extends for any purposes not inconsistent with the use, operation or maintenance of the said pipe line including but not limited to the installation, operation and maintenance of additional facilities including aerial and underground electric facilities. In the event Grantee's pipe line should interfere with Grantor's use of its property, Grantee agrees to relocate said pipe line, if requested by Grantor at Grantee's expense. When possible, Grantor shall provide Grantee with alternate right of way upon its property as required for such relocation;

(b) the rights granted by Grantor to Gulf Oil Company of Pennsylvania dated \_\_\_\_\_, 1977 and recorded in the Department of Records in and for the City of Philadelphia, in Deed Book D.G.C. No. \_\_\_\_\_, page \_\_\_\_\_ &c.

15. The pipe line shall be completed within five (5) years from the date of this Agreement. In the event that Grantee shall fail to complete the construction of said pipe line or thereafter shall cease to use the same, or fails to comply with any of the conditions, agreements and covenants herein contained, this Grant and the Easement herein contained shall be and become null and void and of no further force and effect, and all rights hereunder shall revert to the Grantor. Upon completion of the construction, Grantee shall provide Grantor with an "as built" plan showing the plan and profile of all construction on the herein described property. In addition Grantee shall provide and maintain, at their expense suitable permanent markers every 700 feet; at each angle and where said pipe line enters and leaves Grantor's property. Grantee shall also

by Grantor prior to installation and the system shall be tested and adjusted to conform with plans approved by Grantor at the expense of Grantee. Any adverse affect of such system shall be corrected at Grantee's expense.

16. In addition to and not in substitution for the indemnities set forth in paragraph No. 13 hereof, Grantee shall before any work is commenced, either initially or in the future, upon the property of Grantor, effect and maintain, in its name, the following insurance with not less than the indicated limits, furnishing to Grantor evidence of such insurance in the form of a certificate upon the execution of this Agreement:

Bodily Injury	-	\$200,000 each occurrence
Property Damage	-	\$200,000 each occurrence

17. This Agreement is made under and subject to the lien of the First and Refunding Mortgage dated as of May 1, 1923, of The Counties Gas and Electric Company (to which Grantor is Successor to Fidelity Trust Company (to which The Fidelity Bank is Successor) as the same has been heretofore and may hereafter be amended and supplemented for the security of the presently outstanding bonds of Grantor and other and additional bonds which may hereafter be issued and outstanding under said mortgage as so amended and supplemented.

18. In the event it should become necessary to relocate any of Grantor's facilities now or in the future due to the presence, location, installation, construction, or maintenance of Grantee's pipe line, if Grantor agrees to such relocation, Grantee shall pay for the cost of such relocation on a cost plus overhead basis. Grantor shall furnish Grantee with an estimate of the cost of relocation which estimated cost shall be paid prior to any relocation work. Upon completion of such relocation Grantor will furnish

Grantor with a bill and will refund to Grantee any amount collected in excess of actual cost or bill Grantee for any additional cost over the estimate as the case may be.

19. Grantee is aware that certain landscaping will be done on Grantor's property in connection with the Airport High Speed Line. Philadelphia Electric Company will coordinate any landscaping with Grantee in order to insure proper protection to Grantee's pipe line.

20. Before beginning construction of the 6" pipe line the location of the said pipe line shall be shown and delineated on plans prepared by Grantee, copies of which will be in the possession of the parties hereto having first been approved by them. However, prior to the construction of the 6" pipe line, plans for said pipe line shall be submitted to Gulf Oil Company of Pennsylvania for written approval, which approval will not be unreasonably withheld.

21. Grantor shall have the right to impose additional regulations and conditions with regard to the construction, operation, maintenance, etc. of said pipe line after the date hereof. In the event it is deemed necessary to impose such additional regulations and conditions on said 6" pipe line the parties hereto shall enter into a Letter Agreement which upon signing, shall become a part of this Agreement.

The conditions, agreements and covenants herein contained enure to and bind the respective Successors and Assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused their respective common or corporate seals to be hereunto affixed, duly attested, the day and year first above written.

ATTEST:

[Signature]  
Secretary

PHILADELPHIA ELECTRIC COMPANY

BY: [Signature]  
Vice-President

ATTEST:

[Signature]  
Assistant Secretary

MOBIL PIPE LINE COMPANY

BY: [Signature]  
Vice-President

*[Handwritten initials]*

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF Philadelphia

On this, the 20<sup>th</sup> day of July AD, 1977, before me,

Donald H. Boyer, the undersigned officer, personally appeared  
L. P. Foy, who acknowledged himself to be a Vice

President of PHILADELPHIA ELECTRIC COMPANY, a corporation, and that he as such Vice President, being authorized to do so executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Vice President.

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

Donald H. Boyer  
Notary Public

STATE

~~COMMONWEALTH OF PENNSYLVANIA~~ Texas

COUNTY OF DALLAS

On this, the 30<sup>th</sup> day of June AD, 1977 before me,

Doris Hickey, the undersigned officer, personally appeared  
L. P. Foy, who acknowledged himself to be a Vice

President of MOBIL PIPE LINE COMPANY, a corporation, and that he as such Vice-President, being authorized to do so executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Vice-President.

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

Doris Hickey  
Notary Public  
DORIS HICKEY, Notary Public  
In and for Dallas County, Texas

My Commission expires  
August 31, 1978

REDEVELOPMENT AUTHORITY OF THE CITY OF PHILADELPHIA

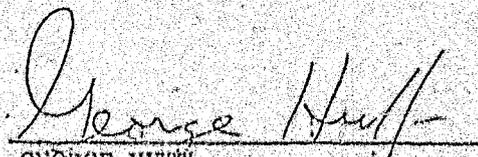
AUTHORIZATION TO ENTER  
AND  
WAIVER

Gentlemen:

I (we) the undersigned hereby authorize \_\_\_\_\_  
the Department of Public Property \_\_\_\_\_, its agents, employees,  
and contractors, to enter upon property owned by the Redevelo-  
ment Authority at SWC 61st Street and Philadelphia Electric Right-of Way  
totaling 0.1722 acres more or less for purposes of \_\_\_\_\_  
commencing construction of Airport High Speed Line prior to settlement  
with the Authority for the real estate.

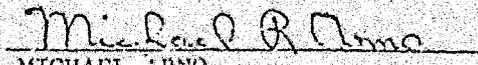
Anything herein to the contrary notwithstanding, the  
Department of public Property \_\_\_\_\_ agrees to indemnify and  
hold harmless the Redevelopment Authority of the City of Phila-  
delphia from any and all claims, suits, causes of action or  
judgments arising out of any of the acts of its agents or  
employees occurring on the premises of the Redevelopment  
Authority.

DATE: 3-8-77



GEORGE HUFF  
Deputy Executive Director  
Technical Services

  
Per \_\_\_\_\_  
Assistant City Solicitor

  
MICHAEL ARNO  
Deputy Executive Director  
Development

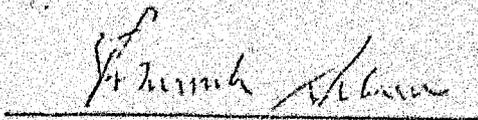


Exhibit "C"



NOBIL PIPELINE COMPANY

FORMAT FOR OVERHEAD COMPUTATION FOR COST REIMBURSABLE CONTRACTS

ALLOCATION BASE

Operating Expenses (Schedule 320-Form P\*) (Includes general expenses in O/H part)  
Federal Income Taxes (Schedule 300 - Form P)  
Capital Expenditures (Statement #963-Internal)  
Less: Depreciation Expense (Schedule 320 - Form P)

OVERHEAD POOL

Total General Expense of Overhead Locations (Statement #951 - Internal)  
Less: Inapplicable items in General Expense (Statement #950, #951 - Internal)  
(e.g. taxes in general exp., oil shortage, depreciation, dispatching, etc.)

\* Form P - Annual Report to ICC

Exhibit "E"

**CONTRACT SUMMARY AND ENDORSEMENT**

TO THE LAW DEPARTMENT

DATE

The attached bid and award described below is referred to you for certification as to form, and where no annual surety bond is on file, to have Contractor post satisfactory bond.

ANGI CONTRACT NO. 1-122 SEPT. NO. 1-104 NO.	CONTRACTOR <p align="center"><i>Mobil Pipe Line Company</i></p>	AMOUNT OF AWARD	ANNUAL SURETY BOND
DESCRIPTION		PERIOD COVERED	
DIVISION NOS.			

**ENDORSEMENT**

OFFICE OF THE DIRECTOR OF FINANCE-ACCOUNTING DIVISION Examined: <p align="center"><i>Francis J. L...</i> 10-17-77                  (For the Director of Finance) (Date)</p>	OFFICE OF THE CITY CONTROLLER Examined: <p align="center">_____                  (For the City Controller) (Date)</p>
---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------

As being available under appropriations to the following agencies to pay the amounts indicated, viz., I approve contract as to availability of funds for the purchase orders listed below.

<p align="center"><i>Francis J. L...</i> 10-18-77                  (For the Director of Finance) (Date)</p>	<p align="center">_____                  (For the City Controller) (Date)</p>
-----------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------

O. NO.	ACCOUNT CODES	DEPARTMENT OR AGENCY	AMOUNT
<p align="center"><i>2122</i></p>	<p align="center"><i>277 20 41 48 250 20</i></p>	<p align="center"><i>Public Property</i></p>	<p align="center"><i>352,000.00</i></p>

THIS AMENDMENT OF AGREEMENT,  
Made this 3rd day of January A.D., 1978,  
by and between THE CITY OF PHILADELPHIA, hereinafter called "City" and  
MOBIL PIPELINE COMPANY, hereinafter called "Mobil".

WITNESSETH THAT

WHEREAS, by Agreement (No. 8-1204) dated October 11, 1977, by and  
between City and Mobil, Mobil agreed to relocate certain pipeline installa-  
tions to accommodate construction of the Airport High Speed Line; and

WHEREAS, it is necessary to amend the aforesaid agreement to conform  
to certain requirements of the Federal Funding Agency (UMTA);

NOW, THEREFORE, the parties hereto, intending to be legally bound,  
hereby covenant and agree as follows:

(1) For any work to be subcontracted by Mobil pursuant to the afore-  
said agreement, Mobil shall obtain sealed bids for such work and shall award  
such work to the lowest responsive and responsible Bidder.

(2) The overhead rate stipulated in the aforesaid agreement shall be  
considered as provisional only, until such time as the actual overhead rate  
is established by audit.

(3) In all other respects, the forms, covenants and conditions of  
the aforesaid agreement dated October 11, 1977, shall be and remain in full  
force and effect.

ATTEST:

CITY OF PHILADELPHIA

Approved as to form  
SHELDON L. ALBERT  
City Solicitor

Per William G. Stec  
Assistant City Solicitor

By: Arthur  
Commissioner of Public Property

SEAL

ATTEST:

MOBIL PIPELINE COMPANY

J. J. Harris  
Assistant Secretary

By: Scotty  
Vice-President

WK  
WJ  
TR

COMMONWEALTH OF PENNSYLVANIA )  
COUNTY OF PHILADELPHIA ) ss:

On this the 3 day of January 1978 before me Janet Althouse  
the undersigned Notary Public, personally appeared John J. Trivette  
acknowledged himself to be the Acting Commissioner of Public Property of the CITY OF  
PHILADELPHIA, a municipality, and that he, as such Acting Commissioner of Public  
Property, being authorized so to do, executed the foregoing instrument for the  
purposes therein contained, by signing the name of the municipality by himself  
as Acting Commissioner of Public Property.

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

NOTARY PUBLIC  
PHILADELPHIA, PHILA. CO.  
My Commission Expires Feb. 6, 1981

Janet Althouse  
Notary Public

STATE OF TEXAS )  
COUNTY OF DALLAS ) ss:

On this the 7<sup>th</sup> day of December, 1977, before me Doris Hickey  
the undersigned Notary Public, personally appeared L. A. Fou,  
who acknowledged himself to be the Vice President of MOBIL PIPE LINE COMPANY, a  
corporation, and that he, as such Vice President, being authorized so to do,  
executed the foregoing instrument for the purposes therein contained by signing  
the name of the corporation by himself as Vice President.

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

My commission expires  
October 31, 1978

Doris Hickey  
Notary Public  
DORIS HICKEY, Notary Public  
In and for Dallas County, Texas

**PROCUREMENT DEPARTMENT  
CONTRACT SUMMARY AND ENDORSEMENT**

TO THE LAW DEPARTMENT DATE

The attached bid and award described below is referred to you for certification as to form, and where no annual surety bond is on file, to have Contractor post satisfactory bond.

	<b>CONTRACTOR</b>	<b>AMOUNT OF AWARD</b>	<b>ANNUAL SURETY BOND</b>
FINANCE CONTRACT NO. <i>7.522</i>	<i>Mobil Pipe Line Company</i>		
LAW DEPT. NO. <i>8.3724</i>			
BID NO.			

DESCRIPTION PERIOD COVERED

REQUISITION NOS.

**ENDORSEMENT**

OFFICE OF THE DIRECTOR OF FINANCE - ACCOUNTING DIVISION Examined: <i>Francis J. Bendinger</i> <i>12-14-27</i> (For the Director of Finance) (Date)	OFFICE OF THE CITY CONTROLLER Examined: _____ (For the City Controller) (Date)
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Funds being available under appropriations to the following agencies to pay the amounts indicated, viz., I approve this contract as to availability of funds for the purchase orders listed below.

<i>Francis J. Bendinger</i> <i>12-30-27</i> (For the Director of Finance) (Date)	_____ <i>12-30-27</i> (For the City Controller) (Date)
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P. O. NO.	ACCOUNT CODES	DEPARTMENT OR AGENCY	AMOUNT
<i>1771210</i>	<i>2177 10 41 48 250</i>	<i>NO Public Property</i>	<i>357,000.00</i>
			<i>0</i>
			<i>357,000.00</i>

Amendment provides for sealed bids for subcontracted work and that overhead rate stipulated in agreement is provisional until such time as the actual overhead rate is established by audit. No change in monetary limit of contract.