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BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

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A. 98061 - City of Philadelphia

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Friday, January 13, 1978

Philadelphia, Pennsylvania

DOCUMENT FOLDER

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APPLICATION DOCKET
FEB 15 1978
ENTRY No. N

FURTHER HEARING

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PUBLIC UTILITY COMMISSION
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VINCENT VARALLO ASSOCIATES, INC.
REGISTERED PROFESSIONAL REPORTERS
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A. 98061 - City of Philadelphia. Application for approval of (1) the construction, alteration or reconstruction of the crossing of Penn Central Transportation, Debtor, Reading Company, Debtor, The Baltimore and Ohio Railroad Company and SEPTA involved in the construction of a high speed passenger line from Suburban Station to the Philadelphia International Airport, in the City of Philadelphia, (2) the allocation of the costs and expenses incident thereto and (3) exemptions from the minimum overhead and side clearance requirements of Part III of the Commission's Railroad Regulations.

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Before: RUDOLPH S. PALLASTRONE, Administrative Law Judge

- - -

APPEARANCES:

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Department of Transportation
Office of Chief Counsel
Harrisburg, Pa. 17120

Counsel for PennDOT

W. PRESTON GRANBERRY, ESQ.
One Parkway - 16th Floor
Philadelphia, Pa. 19102

Counsel for Bell Telephone Company

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ALSO PRESENT:

CANDACE KREIGER, ESQ.
Pa. P U C - Law Bureau

MR. STORCH, Pa. P U C
Pa. P U C - Bureau of Transportation

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FURTHER HEARING, held in Room 1306, State Office Building, Broad and Spring Garden Streets, Philadelphia, Pennsylvania, beginning at approximately 10:45 a. m., on the above date.

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P R O C E E D I N G S

ADMINISTRATIVE LAW JUDGE: Gentlemen, let's start the hearing on Application 98061.

MR. Smolen, are you going to call a witness?

MR. SMOLEN: Yes. I call Mr. Starr.

APPLICANT'S TESTIMONY

RICHARD S. STARR, Room 1122, City Hall Annex, Philadelphia, Pennsylvania, sworn:

MR. SMOLEN: Before proceeding with testimony I would like to have marked for identification various exhibits, continuing with the numbers from the previous hearings. As City Exhibit No. 17, a multipage set of construction drawings covering the Crossing involved in

this proceeding.

I would like to have marked for identification as City Exhibit 18 a multipage set of drawings.

I would like to have marked for identification as City Exhibit 19 a multipage set of drawings relating to alterations on the 61st Street bridge.

City Exhibit 20 is a multipage set of drawings relating to the tract and roadbed construction at 61st Street bridge.

I would like to have marked for identification City Exhibit 21 a multipage set of construction drawings at Lindbergh Boulevard bridge.

As Exhibit 22 I would like to have marked for identification a multipage set of drawings relating to the tract and roadbed construction at Lindbergh Boulevard.

As Exhibit 23, I would like to have marked for identification a multipage set of drawings relating to the tract and roadbed construction at 84th Street.

As Exhibit 24, a multipage set of drawings relating to the tract and roadbed construction at Island Avenue.

As Exhibit 25, a copy of the Urban Mass Transportation Capital Grant Contract between the City

of Philadelphia and the United States of America.

As Exhibit 26, a set of two letters from the Commonwealth of Pennsylvania, Department of Transportation, one dated July 23, 1975, and the second dated January 20, 1976, and addressed to Mr. Robert Silver, Commissioner of Public Property; the July 23, 1975 letter from William C. Underwood, Director of the Bureau of Mass Transit Systems, and the January 20, 1976 letter from E.L. Tennyson, Deputy Secretary of Transportation, Local Area.

I would like to have marked for identification as City Exhibit 27, a true and correct copy of an Agreement dated March 28, 1977 between the Philadelphia Electric Company and the City of Philadelphia. I might add that this Agreement was filed with the Pennsylvania Public Utility Commission under the applicable provisions for a Public Utility Municipal Corporation Agreement, and we have received acknowledgements that action was taken within the 30-day period.

As Exhibit 28, I would like to have marked for identification an Agreement dated November 23, 1977 between the Bell Telephone Company and the City of Philadelphia. Likewise, this Agreement was filed with

the Commission under the applicable provisions of the Code relating to Public Utility Municipal Corporation Agreements, and we did receive from the Commission notification that no action had been taken on it during the 30-day period.

As City of Philadelphia Exhibit No. 29, I would like to have marked for identification an Agreement dated March 11, 1977 between the City of Philadelphia and the Philadelphia Facilities Management Corporation, solely in its capacity as operator and manager of the city owned Philadelphia Gas Works.

I would like to have marked for identification as Exhibit No. 30, a copy of a written Agreement dated October 11, 1977 between the City of Philadelphia and the ARCO Pipe Line Company, to which there is attached an Amendment of an Agreement, of that Agreement, dated December 12, 1977. This Agreement and Amendment were just recently filed with the Commission under the applicable provisions of the Code.

As Exhibit No. 31, I would like to have marked for identification a copy of an Agreement dated October 11, 1977 between the City of Philadelphia and the Mobil Pipe Line Company, to which there is attached an Amend-

ment dated January 3, 1978. This Agreement and Amendment have likewise been filed with the Commission under the applicable provisions of the Code.

ADMINISTRATIVE LAW JUDGE: They will be so marked.

(Above described exhibits marked for identification as City Exhibits 17 through 31.)

MR. SMOLEN: If Your Honor please, we have distributed to all the parties the prepared testimony of Mr. Starr.

DIRECT EXAMINATION

BY MR. SMOLEN:

Q Mr. Starr, would you please state your full name.

A Richard S. Starr.

Q And your business address.

A Room 1122 City Hall Annex, Philadelphia, Pennsylvania 19107.

Q By whom are you employed?

A City of Philadelphia.

Q In what capacity?

A Project Manager of the Airport High Speed Line.

Q Now you have before you a multipage document which has a cover page on it titled, "Testimony" for today's

hearing. Was this prepared by you?

A. Yes, it was.

Q. Are there any corrections or additions?

A. Not to my knowledge.

Q. If I were to ask you the questions set forth therein, would your answers be the same as are shown in this set of prepared testimony?

A. Yes, they would.

Q. One further question, and that is, in connection with the 61st Street and the 63rd Street Crossings involved in this proceeding, would you please explain as to whether or not these two Crossings will be closed at the same time during construction?

A. They will not.

Q. Is 61st Street contemplated to be closed at all?

A. No.

Q. Would you please explain what is to take place?

A. At 61st Street we are modifying the abutment structures to grant greater clearances for the trains underneath and we will not be interfering with the roadway traffic above it. So it will remain open at all times.

63rd Street will be closed during its construction

Q Now in connection with the Philadelphia Electric Company facilities involved in the Crossings under consideration today, is there any arrangement or agreement between the city and the Philadelphia Electric Company in connection with the relocation costs of those facilities?

A There is.

Q Would you please explain the status of that?

A Well, you have introduced as Exhibit No. 27 our Agreement with the Philadelphia Electric Company basically which states that we, the city, will reimburse PE for all its costs.

We are presently negotiating with PE and the Urban Mass Transit Administration a construction contract or agreement which will follow up that basic Agreement and provide for the city to pay for the relocation of PE facility costs under that Agreement.

Q Has that agreement been executed yet?

A No, it has not.

Q Do you have any idea as to a time reference for that agreement?

A Hopefully within a month.

MR. SMOLEN: The witness is submitted for

cross-examination.

(The prepared direct testimony of Richard S. Starr is as follows:

1. Q Please state your full name and business address.

A. Richard S. Starr, Room 1122 City Hall Annex, Philadelphia, Pa. 19107

2. Q By whom are you employed?

A. Department of Public Property, City of Philadelphia.

3. Q Would you state briefly your educational background and professional Qualifications?

A. I have been employed by the City of Philadelphia since 1945 in various Civil Engineering capacities and now serve as Project Manager for the Airport High Speed Line. I received a Bachelor of Science degree in Civil Engineering from the Evening College of the Drexel Institute of Technology in 1955.

4. Q Are you a Registered Professional Engineer?

A. Yes, I am.

5. Q In the State of Pennsylvania?

A. Yes.

6. Q Are you familiar with this Application?

A. Yes.

7. Q Are you authorized to appear at this hearing and to testify on behalf of the City of Philadelphia in this case?

A Yes, I am.

8. Q Would you please describe the subject matter of this hearing?

A As the parties were notified, this hearing will concern itself with the construction of three new above-Railroad-grade highway Bridges at 63rd Street, 70th Street, and Lindbergh Boulevard to eliminate at-grade crossings, making alterations to the existing above-Railroad-grade highway Bridge at 61st Street, and new track and roadbed at Railroad grade to replace existing track and roadbed at these locations. It is to be noted that 63rd Street is L.R.67371, and Lindbergh Boulevard is L.R.67309. Also as the parties were notified, the City requests amendment of application to include new track and road-bed at Railroad grade to replace existing track and roadbed at Island Avenue, and 84th Street. It is to be noted that Island Avenue is L.R.67281 and 84th Street is L.R.67280.

9. Q I show you an 89-page set of Construction Drawings which have been marked for identification as

"City Exhibit #17" and ask you to describe this exhibit.

A. City Exhibit #17 is a set of drawings showing the construction of the above-Railroad-grade highway bridges at 63rd Street and 70th Street Bridges.

10. Q. I show you a 4-page set of construction drawings which have been marked for identification as "City Exhibit #18" and ask you to describe this exhibit.

A. City Exhibit #18 is a set of drawings showing track and roadbed construction at Railroad grade at 63rd Street and 70th Street.

11. Q. Please describe the scope and extent of the construction at 63rd Street.

A. The above-Railroad-grade highway bridge at 63rd Street will include the construction of a pre-stressed concrete, adjacent box beam, high abutment-type of bridge with a span of 59 feet.

The roadway approaches will be constructed on embankment with a concrete retaining wall extending from the Southeast wing wall approximately 450 feet in length. Roadway paving will consist of a 54-foot width of bituminous surface course, 1D-2, 1-1/2" in depth on bituminous concrete base course, 7" in depth and 12" of sub-base between plain cement concrete curbs. The side-

walks provided on each side of the roadway will be cement concrete five feet in width within a thirteen-foot or fourteen-foot wide landscaped right-of-way and cement concrete five feet in width constructed on the structure. Maximum gradients will be 4 percent as required by the City of Philadelphia, Department of Streets. Construction beneath the bridge structure will consist of railroad rehabilitation along the right-of-way of the Conrail Chester Freight Branch. This work will include new subgrade, drainage ditches, sub-ballast 6 inches in depth, ballast 12 inches minimum in depth, wooden ties, steel tie plates, and two pairs of 140-pound steel rails.

12. Q Please describe the scope and extent of the proposed construction at 70th Street.

A. At 70th Street a grade separation will be provided consisting of a pre-stressed concrete, adjacent box beam, high abutment-type bridge with a span of 77 feet. The roadway approaches will be constructed on embankment with a concrete retaining wall between approxmately engineering stations 13+00 and 16+00 left. This retaining wall will permit construction of a service road for a Philadelphia Industrial Development Corporation

property that would otherwise be denied access to 70th Street. Roadway paving will consist of two 30-foot cartways of bituminous surface course, FJ-1, 3" in depth, on a 10" plain cement concrete base course. A median four feet in width, consisting of two plain cement concrete curbs separated by a plain cement concrete pavement, 4" in depth, will divide the cartways. The sidewalks provided on each side of the roadway will be cement concrete five feet in width constructed on the structure. Maximum gradients will be 4 percent as required by City of Philadelphia, Department of Streets. The construction of this facility on existing alignment requires that a pile supported slab be constructed to protect the southwest main gravity storm sewer, which consists of a three-cell box section 22 feet wide and 9 feet deep. This pile supported slab is 30 feet in width, varies in depth from 2'6" to 4'0" and, with the exception of the bridge area, extends from engineering station 13+50 to engineering station 23+50. Construction beneath the bridge structure will consist of railroad rehabilitation along the right-of-way of the Conrail Chester Freight Branch. This work will include new subgrade, drainage ditches, sub-ballast 6 inches in depth, ballast 12 inches minimum in depth,

wooden ties, steel tie plates, and two pairs of 140-pound steel rails.

13. Q I show you an 8-page set of construction drawings marked for identification as "City Exhibit#19" and ask you to describe this exhibit.

A. City Exhibit #19 is a set of drawings showing alterations to the existing above-Railroad grade highway bridge at 61st Street.

14. Q I show you a 2-page set of construction drawings which have been marked for identification as "City Exhibit #20" and ask you to describe this exhibit.

A. City Exhibit #20 is a set of drawings showing track and roadbed construction at railroad grade at 61st Street.

15. Q Please describe the scope and extent of the proposed alterations at 61st Street.

A. Alterations will be made to the existing grade separation at 61st Street to increase the minimum horizontal clearance from 7 feet-6 inches to 9 feet-6 inches and to provide more secure crib walls and wing walls. New crib walls will be constructed oof reinforced concrete counterforts and pre-cast pre-stressed concrete panels three new wing walls, each 40 feet in length, will be

constructed of reinforced concrete supported by steel H-beam pile foundations. The total clearance between the crib walls will be increased from 42 feet to 54 feet. Construction beneath the bridge structure will consist of railroad rehabilitation along the right-of-way of the Conrail Chester Freight Branch. This work will include new subgrade, drainage ditches, sub-ballast 6 inches in depth, ballast 12 inches minimum in depth, wooden ties, steel tie plates, and two pairs of 140-pound steel rails. Also beneath the structure, a #15 turn-out (140 pound steel rail) will be installed on Airport High Speed Line Track #1 with point-of-switch located at former Reading Railroad Engineering Station 71+21.61. The turn-out will join Airport High Speed Line Track #1.

16. Q I show you a 17-page set of construction drawings which have been marked for identification as "City Exhibit #21" and ask you to describe it.

A. City Exhibit #21 is a set of drawings showing the construction of the above-railroad grade highway bridge at Lindbergh Boulevard.

17. Q I show you a 3-page set of construction drawings marked of identification as "City Exhibit #22" and ask you to describe it.

A. City Exhibit #22 is a set of drawings showing track and roadbed construction at Railroad grade at Lindbergh Boulevard, and temporary and final signalization.

18. Q. Please describe the scope and extent of the proposed construction at Lindbergh Boulevard.

A. The above-Railroad-grade highway bridge at Lindbergh Boulevard will include the construction of a pre-stressed concrete, adjacent box beam, high-abutment type bridge 110 feet 9 inches wide with a span of 39 feet 7 inches. The roadway approaches will be constructed on embankment one to two feet above existing ground. Roadway paving will consist of two 33-foot cartways of bituminous surface course, 1D-2, 2-1/2" in depth, on an 8" plain cement concrete base course and a 6" sub-base between plain cement concrete curbs. On the structure, roadway paving will be 4-1/2" reinforced concrete slab placed on pre-stressed concrete box beams. A median of variable width 12 feet to 22 feet, consisting of two plain cement concrete curbs separated by either a landscaped section or a plain cement concrete pavement, 6 inches in depth, will divide the cartways. The sidewalks provided on each side of the roadway will be cement concrete five feet or ten feet in width, and

reinforced concrete ten feet or eleven feet in width constructed on the structure, Maximum gradients will be 4 percent as required by City of Philadelphia, Department of Streets.

A utility bridge 21 feet-4 inches wide will be provided adjacent to the roadway structure consisting of reinforced concrete slab 4-1/2" in depth on pre-stressed concrete adjacent box beams with a span of 39 feet-7 inches. Construction beneath the bridge structure will consist of railroad rehabilitation along the right-of-way at the Conrail 60th Street Freight Branch. This work will include new subgrade, drainage ditches, sub-ballast 6 inches in depth, ballast 15 inches minimum in depth, wooden ties, steel tie plates, and one pair of 140-pound steel rails. Also beneath the structure, a #15 turn-out (140-pound steel rail) will be installed to merge Airport High Speed Line engineering station 230+78+96.

It is contemplated that the existing 60th Street Branch Track will not be relocated and Conrail will be permitted to use future AHSL Tracks for special wide and high loads and for emergency purposes, and Conrail has indicated that it will take all traffic off the 60th Street Branch during our construction phase.

19. Q I show you a 2-page set of construction drawings marked for identification as "City Exhibit #23" and ask you to describe it.

A. City Exhibit #23 is a set of drawings showing track and roadbed construction at Railroad grade at 84th Street.

20. Q Please describe the scope and extent of the construction at 84th Street.

A. At 84th Street (State Highway Route 67280) where an existing highway bridge crosses over the railroad tracks, the Airport High Speed Line intends to replace the track and roadbed with new construction. Horizontal and vertical clearances will be maintained which will meet or exceed the minimum requirements of the Commission's regulations.

21. Q I show you a 2-page set of construction drawings marked for identification as "City Exhibit #24" and ask you to describe it.

A. City Exhibit #24 is a set of drawings showing track and roadbed construction at railroad and highway grade at Island Avenue.

22. Q Please describe the scope and extent of construction at Island Avenue.

A. At Island Avenue (State Highway Route 67281) there exists a grade crossing where the Airport High Speed Line intends to replace the track and roadbed with new construction and maintain grade crossing protection. In the future, PennDOT will construct a highway bridge at this location under a separate application to the P U C.

23. Q What is the estimated cost of construction at 63rd Street and 70th Street?

A. The estimated cost of construction is $6,603,700.00

24. Q What is the estimated cost of construction at 61st Street?

A. The estimated cost of construction is $283,000.00

25. Q What is the estimated cost of construction at Lindbergh Boulevard?

A. The estimated cost of construction is $2,068,800.00

26. Q What is the estimated cost of construction at 84th Street?

A. The estimated cost of construction is $65,000.00

27. Q What is the estimated cost of construction at Island Avenue?

A. The estimated cost of construction is $65,000.00

28. Q What is the City's position with respect to the payment of the previously referred-to construction costs?

A. The cost of construction will be borne and allocated as follows:

1. U.S. Urban Mass Transportation Administration -80%

2. Pennsylvania Department of Transportation -16-2/3% (Which is equivalent to 1/6)

3. City of Philadelphia - 3-1/3%

These percentages are established under a Capital Assistance Grant from the U.S. Department of Transportation Urban Mass Transportation Administration. Under the terms of the Grant, the Federal Government, will provide 80% of Eligible Costs. The remaining costs, by Agreement between the Commonwealth of Pennsylvania and City, are to be borne as follows:

Commonwealth of Pennsylvania - 16-2/3%

City of Philadelphia - 3-1/3%

29. Q Mr. Starr, I show you City Exhibit #25 (Capital Assistance Grant) and ask you to identify it.

A. Exhibit #25 is the Capital Assistance Grant Contract between the City of Philadelphia and the United States of America executed by all the Parties. The 80% Federal Grant portion appears in Section III on pages 1 and 2 of the Agreement.

30. Q I show you City Exhibit #26 (Commonwealth of Pennsylvania participation) and ask you to identify it.

A. Exhibit #26 is composed of two letters from the Commonwealth of Pennsylvania, Department of Transportation indicating the Commonwealth's 1/6th Participation of the funding, as I previously mentioned.

31. Q Are there any Public Utilities to be relocated?

A. Yes, the following Utilities have to be relocated in connection with these crossings:

- Philadelphia Electric Company
- Bell Telephone Company
- Philadelphia Gas Works
- ARCO Pipe Line Company
- Mobil Pipe Line Company

Also, there is no involvement at the crossings involved in this hearing by the following Utilities, who are parties to these proceedings:

- Gulf Oil Company
- Texas Eastern Transmission Corp.
- American Telephone and Telegraph Co.

32. Q What is the City's position with respect to the costs of Public Utility relocations?

A. Generally, it is the City position that costs of relocation, construction and alteration of Public Utility facilities occupying public right-of-way should

be borne by the Utilities involved. However, in the instant matter certain Agreements have been entered into by the parties in connection with the Utility relocation costs, for the reasons more fully set forth in the said Agreements.

33. Q Would you please address yourself to the relocation of PECO. facilities.

A. The allocation of costs of PECO. facilities is covered by an Ordinance and an Agreement, which have previously been introduced at consolidated hearings in Docket 98061 and Docket 99374.

34. Q I show you City Exhibit #27 and ask you to identify it.

A. City Exhibit #27 is the City-PE Co. Agreement covering the allocation of costs or relocation of PECO facilities.

35. Q I show you City Exhibit #28, and ask you to identify it.

A. City Exhibit #28 is the City-Bell Telephone Company Agreement covering the allocation of costs on a 50-50 basis for relocation of Bell Telephone facilities.

36. Q I show you City Exhibit #29 and ask you to identify it.

A. City Exhibit #29 is an Agreement between the City and the Philadelphia Gas Works covering the allocation of costs for relocation of PGW facilities.

37. Q I show you City Exhibit #30 and ask you to identify it.

A. City Exhibit #30 is the City-ARCO Agreement covering the allocation of costs for relocating ARCO facilities.

38. Q I show you City Exhibit #31 and ask you to identify it.

A. City Exhibit #31 is the City-MOBIL Agreement covering the allocation of costs for relocating Mobil facilities.

39. Q Who will be responsible for the maintenance of the 63rd Street Bridge, the 70th Street Bridge, the 61st Street Bridge, and the Lindbergh Boulevard Bridge?

A. The City will be responsible for the maintenance of these bridges.

40. Q What is the time for construction at 63rd Street?

A. The estimated time for construction is 425 working days.

41. Q What is the time for construction at 70th Street?

A. The estimated time for construction is 425 working

days.

42. Q What is the time for construction at 61st Street?

A. The estimated time for construction is 7 months.

43. Q What is the time for construction at Lindbergh Boulevard?

A. The estimated time for construction is 2 years.

44. Q What is the time for construction at 84th Street?

A. The estimated time for construction is one month.

45. Q What is the time for construction at Island Avenue?

A. The estimated time for construction is one month.

46. Q Is the Commission being requested to appropriate any property for the crossings?

A. No.

47. Q By reason of the construction, will any street car lines be affected?

A. No street car lines will be affected.

48. Q Are any highways to be vacated?

A. No highways are to be vacated.

49. Q Are any new highways to be laid out?

A. No new highways are to be laid out.

50. Q Will any detours be established?

A. No permanent detours will be established. All necessary detours for construction are temporary and

are provided for as shown in the plans previously introduced.

51. Q What is the City requesting at this time?

A. The City is requesting the Commission to issue a prompt order as follows:

1) Authorizing construction as per plans previously introduced.

2) Cost of construction work should be allocated as follows:

- Urban Mass Transportation Administration - 80% as per Capital Assistance Grant as per Exhibit #25
- Penna. Department of Transportation -16-2/3% as per Exhibit #26
- City of Philadelphia - 3-1/3%

3) Utility relocation costs to be allocated as per Agreements previously introduced.

4) Further hearings on other Airport High Speed Line crossings should be held at request of applicants.

5) Question brief and oral arguments to be deferred until conclusion of all Airport High Speed Line Crossings hearings.

(Prepared testimony of Richard S. Starr concluded)

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ADMINISTRATIVE LAW JUDGE: Gentlemen, I am just going to take the appearance sheet and go down rather than pick out anyone specific.

Mr. Mazor, do you have any cross-examination of Mr. Starr?

MR. MAZOR: Thank you. Just a couple of questions, Your Honor.

CROSS EXAMINATION

BY MR. MAZOR:

Q Mr. Starr, I notice you have an estimated cost for each of the crossings involved at today's hearing. Do those costs include, or is it contemplated they will include the cost of any watchmen, flagmen and inspectors that may be provided by the Railroad as necessary?

A. Yes.

MR. MAZOR: Thank you, sir. That is all I have.

ADMINISTRATIVE LAW JUDGE: Mr. Wenick.

BY MR. WENICK:

Q Mr. Starr, as you have noted in your direct testimony, 63rd Street and Lindbergh Boulevard are both legislative routes. You have not indicated whether the scope of the proposed project includes the feathering-in of the overhead structures to the existing LR according to the

specifications outlined in PennDOT's Form 408. Will that be done?

A. Yes, it will.

Q. Furthermore, you have stated that 63rd Street would be closed during some portion of construction of the proposed project. Does the City agree to establish and maintain the detours necessary?

A. Yes, they do. There will be a detour at 70th Street to allow for cross traffic. Both those bridges will be under one contract, 63rd Street and 70th Street are one contract. We are putting them out at the same time. There will be one contractor. And the detour will be a run-around at 70th Street, but 63rd Street will be closed for time of construction of 63rd Street.

Q. Now with reference to the Agreements proposed and executed between the City of Philadelphia and the Utility Companies, is PennDOT a party to any of those Utility Company Agreements through its local and area transportation section?

A. Yes.

Q. Have the arrangements contained in those Agreements for the allocation of the costs of relocating the utilities of the various Utility Companies been approved by the

Urban Mass Transportation Authority?

A. All of the Agreements except at this time the Bell Telephone Agreement, which hasn't yet been agreed to. All except the City-Bell Telephone have been approved, by the Urban Mass Transportation Administration.

Q. Again, with reference to Lindbergh Boulevard, that will be maintained during construction?

A. Yes, it will.

MR. WENICK: I have no further questions.

ADMINISTRATIVE LAW JUDGE: Ms. Soken.

MS. SOKEN: No questions.

ADMINISTRATIVE LAW JUDGE: Mr. Hertzbach.

MR. HERTZBACH: No questions.

ADMINISTRATIVE LAW JUDGE: Mr. Granberry.

MR. GRANBERRY: Just a couple of questions, Your Honor.

BY MR. GRANBERRY:

Q. Mr. Starr, in page 8 of your testimony you say the City is requesting the Commission to issue a prompt order authorizing construction as per plans introduced. Would those include the plans for 84th Street and Island Avenue?

A. Yes, they would.

MR. GRANBERRY: Your Honor, I would like to state that this hearing, according to the Notice of hearing, was only supposed to include the 63rd Street, 70th Street, Lindbergh Boulevard and 61st Street crossings. Bell has not had a chance to examine these plans for the 84th Street and the Island Avenue crossings, and would object to an Order approving construction in accordance with those plans, without an opportunity to examine them and be heard on any objections that Bell might have.

ADMINISTRATIVE LAW JUDGE: After you examine them, Mr. Granberry, if you feel there is additional testimony that has to be presented, either by Bell, or to recall Mr. Starr, I think you know the appropriate way to do it. So I will overrule your requests at this time.

MR. GRANBERRY: All right. We will have an opportunity to file a petition of some form.

ADMINISTRATIVE LAW JUDGE: You know that, Mr. Granberry, without even asking me.

MR. GRANBERRY: No further questions.

ADMINISTRATIVE LAW JUDGE: Mr. Chillemi.

MR. CHILLEMI: Mr. Examiner, Philadelphia

Electric is in somewhat the same position. I understand from our engineers that although the P U C hearing covered or mentioned 60th, 63rd, and 70th, the City now has introduced testimony concerning 84th and Island Avenue.

84th Street I don't believe will affect us, but as a result of track changes that were contemplated to Island Avenue, it will cause us to put in effect a major relocation or alteration of our facilities.

ADMINISTRATIVE LAW JUDGE: Mr. Chillemi. and Mr. Granberry, I realize the problem you have. I think that rather than do that on your request, if you feel, after a review of the submitted Exhibits and the plans, an additional hearing may be required, I think it's very simply a matter of writing the Commission and certainly the Commission, based on the assertations made by both counsel here, will obviously and undoubtedly order another hearing. So, rather than stop this particular hearing--

MR. CHILLEMI: No, I don't want to stop the hearing, but I just want the record to show at least some form of limited objection on our part, pending approval by the Commission--

ADMINISTRATIVE LAW JUDGE: I think in representing

your respective clients you are duty bound to make that objection. I think it is an objection that may be possible well founded, but rather than suspend this hearing I think the Commission undoubtedly, if a petition is filed by either your or Mr. Granberry, or other counsel, that that request will be honored by the Commission.

Do you have any additional questions, Mr. Chillemi?

MR. CHILLEMI: Yes.

BY MR. CHILLEMI:

Q Mr. Starr, in order to clarify another location that was mentioned in the P U C Notice, 60th Street, isn't it more accurate to say that 60th Street is not really involved here today, but rather the bridge that is being built or carrying the tracks over Lindbergh Boulevard?

A. Yes, that's correct.

Q The Agreement between the City and Philadelphia Electric Company, which I believe was March 28, 1977, is that the one that could be more accurately described between us as the Agreement to agree?

A. That's right.

Q So that the final Agreement to do this work and for

reimbursement has not in fact been signed, and it is pending?

A. Yes, that's correct.

MR. CHILLEMI: That is all I have, Your Honor.

ADMINISTRATIVE LAW JUDGE: Mr. Updergraff.

MR. UPDERGRAFF: No questions, Your Honor.

ADMINISTRATIVE LAW JUDGE: Mr. Shearer.

MR. SHEARER: No questions.

MR. MAZOR: One more, sir, I omitted if I may.

BY MR. MAZOR:

Q Mr. Starr, on the plans which you introduced here today, are the clearances shown on those plans in accordance with those permitted by the Commission in its Order of July 24, 1974?

A. Yes, they are.

MR. MAZOR: Thank you, sir.

ADMINISTRATIVE LAW JUDGE: Any redirect. Mr. Smolen?

MR. SMOLEN: Yes.

REDIRECT EXAMINATION

BY MR. SMOLEN:

Q Some question was raised, Mr. Starr, about the 84th Street and Island Avenue. Would you please explain

what construction work is to take place at those sites.

A. At 84th Street we are replacing existing track and roadbed and electrifying the line. At Island Avenue we are doing the same thing.

Actually there will be no disturbances to any overhead structures that I can see.

MR. SMOLEN: That is all.

ADMINISTRATIVE LAW JUDGE: Any recross based on the last question and answer by Mr. Starr?

MR. GRANBERRY: No, Your Honor.

ADMINISTRATIVE LAW JUDGE: Mr. Chillemi.

RECROSS EXAMINATION

BY MR. CHILLEMI:

Q Mr. Starr, isn't it true that Philadelphia Electric Company has a line crossing the tracks at Island Avenue?

A. Yes, that's true.

Q That would be affected by the work that you are testifying to here today.

A. At Island Avenue?

Q Yes.

A. I don't think so, because we are only replacing the track in place, so we are not disturbing any underground lines, overground lines.

Q There will be electrification done at this location, will there not?

A By the City, yes, right.

Q Will that work interfere with the Philadelphia Electric Company crossing?

A Not the work that we are asking be approved at this time. Just track work, that is all.

In future contracts for electrification put out by the City, the costs between ourselves and PE will be addressed in the aforementioned Agreement, whereby the City agrees to pay for the relocation of PE's facilities.

BY MR. SMOLEN:

Q Let me clear this up again for the record. Please explain specifically what work is to be done at 84th Street and Island Avenue which iscovered by the Exhibits which were introduced here today.

A We are replacing the existing track and roadbed.

Q At both locations?

A At both locations. That's all.

Q Is it contemplated that Philadelphia Electric Company facilities will be disturbed in the performance of this work?

A No.

MR. SMOLEN: I have nothing further.

MR. CHILLEMI: I haven't seen the plans, but I accept Mr. Starr's testimony that he is only talking about track work, and it is his opinion that Philadelphia Electric Company facilities are not disturbed, that is one thing. But I understand his testimony to be that in the future there will probably be electrification work done at this crossing and that it will affect the Philadelphia Electric Company facilities.

THE WITNESS: That's right.

MR. CHILLEMI: Is that correct, Mr. Starr?

THE WITNESS: That's right.

ADMINISTRATIVE LAW JUDGE: Mr. Smolen, possibly a question has been raised and maybe you can answer this as counsel for the City of Philadelphia. Do you feel that by virtue of the testimony of Mr. Starr, concerning 84th Street and what is to be done there by the City of Philadelphia that that changes the scope of the Application inthis particular matter?

THE WITNESS: The scope of the Application?

ADMINISTRATIVE LAW JUDGE: Yes. Or the Amendment.

MR. SMOLEN: I don't think the scope of the

Application is being changed.

ADMINISTRATIVE LAW JUDGE: Or the Amendment to the Application, Because if your answer is in the affirmative, then we may have a procedural problem with respect to advertising Notice.

MR. SMOLEN: The original Application covered the route of the Airport High Speed Line and that route has not been changed, So that with respect to all of these Streets and crossings and track work which have to be done, that certainly was within the framework of the original Application and the route set forth probably at the first hearing.

Now, we really didn't believe there would be any problems with the testimony and adjustment of track work at 84th Street and Island Avenue. It is really not an alteration of a crossing, it's track adjustments there. And, as Mr. Starr will testify, if there are any alterations which will affect Bell and/or PE, they are to be the subject matter of a subsequent Agreement which is now pending between the City and PE inconnection with its facilities. But there are no alterations of crossings as I understand it, at 84th Street and Island Avenue covered by today's testimony; only merely to inform the

parties and the Commission that there are to be some track adjustments there.

Is that correct, Mr. Starr?

THE WITNESS: That's right.

ADMINISTRATIVE LAW JUDGE: Then may I paraphrase your position, in response to my question, Mr. Smolen, that it does not affect the amended Application so that, therefore, the testimony concerning 84th Street does not present a procedural problem in that it is not outside the scope of the amended Application, which would require notice and advertising? Is your answer to that yes, it doesn't require that?

MR. SMOLEN: I believe it does not require.

Can we go off the record for a second?

ADMINISTRATIVE LAW JUDGE: Yes.

(A discussion was held off the record.)

ADMINISTRATIVE LAW JUDGE: Back on the record.

MR. CHILLEMI: The question remains, that eventually there will be electrification along the whole route. Now, do you contemplate another hearing or not?

THE WITNESS: We have to have another hearing.

ADMINISTRATIVE LAW JUDGE: If there is electrification, I think then, what they are going to

have to do, Mr. Chillemi, is to file a Notice and have it advertised in the Pennsylvania Bulletin, outlining the scope of that particular Application, which would be, I assume, the complete electrification of the entire line.

THE WITNESS: And also the work at Elmwood Avenue and the fly-over of the northeast corridor. So we have to have one more P U C Application, and then that could be covered in that one.

ADMINISTRATIVE LAW JUDGE: A question was raised to me, and I have to ask it, Mr. Starr. As a result of your testimony, will there have to be any condemnation of any properties along the route?

THE WITNESS: By the Commission?

ADMINISTRATIVE LAW JUDGE: Yes.

THE WITNESS: No.

MR. SMOLEN: I think that is covered in the testimony. "Are any appropriations requested?" And I think the answer is in the negative, and definitely was in the negative by the witness.

ADMINISTRATIVE LAW JUDGE: Gentlemen, let's move on.

MR. SMOLEN: I want to request that the prepared testimony of this witness be corrected so as to

delete any request which appears to be in the answer to question 8, about the City requesting an Amendment of the Application. I would like that then to read--this is in the last paragraph on page 1, and I will ask the witness this: It ought to read, "Also, as the parties were notified, the plans include the new track and road-bed at Railroad grade to replace existing track and road-bed at Island Avenue and 84th Street."

Now is that in accordance with your testimony?

THE WITNESS: Yes.

MR. SMOLEN: Do you have any objection to that correction being made?

THE WITNESS: No, I don't.

ADMINISTRATIVE LAW JUDGE: Gentlemen, any additional question on cross examination concerning the last question asked by Mr. Smolen? Mr. Granberry?

MR. GRANBERRY: No, Your Honor.

ADMINISTRATIVE LAW JUDGE: Mr. Chillemi?

MR. CHILLEMI: No, Your Honor. I am satisfied that as long as electrification is going to require another hearing, that I have no objection to the testi-mony of the City.

ADMINISTRATIVE LAW JUDGE: Mr. Mazor?

MR. MAZOR: Nothing further, sir.

ADMINISTRATIVE LAW JUDGE: Thank you, Mr. Starr.

(Witness excused.)

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MR. SMOLEN: If Your Honor please, I would like to have these questions and answers reproduced in the record as fully as though they were orally given, and I also move for admission of City Exhibits 17 through 31 inclusive.

ADMINISTRATIVE LAW JUDGE: Any objection, gentlemen?

MR. MAZOR: None.

ADMINISTRATIVE LAW JUDGE: I direct the stenographer to mark the Exhibits and make them part of the record.

(City Exhibits 17 through 31 inclusive, received.)

ADMINISTRATIVE LAW JUDGE: Mr. Mazor, do you have any testimony?

MR. MAZOR: Yes, sir.

Mr. Walker, please.

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TESTIMONY OF CONSOLIDATED RAIL CORPORATION

STAFFORD C. WALKER, 1528 Walnut Street, Philadelphia, Pennsylvania, 19102, having been duly sworn, testified as follows:

DIRECT EXAMINATION

BY MR. MAZOR:

Q By whom are you employed, Mr. Walker, and in what capacity?

A. Consolidated Rail Corporation as Senior Civil Engineer.

Q Are you authorized to testify in behalf of Conrail in this proceeding?

A. I am.

Q Are you familiar with the crossings which are the subject matter of today's hearing?

A. I am.

Q Will you please give us the name of the owner and operator of the line of Railroad which is involved in today's hearing?

A. This is Consolidated Rail Corporation track.

Q Will you give us the number of tracks at each of the involved crossings and the class, speed and volume of trains traversing the crossings?

A. The 60th Street Branch, which involves the Lindbergh

Boulevard crossing, consists of one track. The other crossing involves two tracks.

Q And the class, speed and volume of trains?

A. The rail traffic here is all freight. There are no trains presently operating on the 60th Street Branch, which would then involve the Lindbergh Boulevard crossing. There are four trains per day, one each way, a through train, and a shifting or a local freight train in each direction on the other crossings. And they operate at a maximum speed of 15 miles per hour.

Q Have you had an opportunity to examine the plans which were presented by the City?

A. Yes, sir.

Q Does Conrail have any objection or suggestions?

A. No, sir.

Q Will it be necessary for Conrail forces to perform any work in connection with the improvement?

A. There may be slight Conrail involvement in the cutting in process from live track to the relocated or shifted track. Primarily, however, Conrail's involvement will be the furnishing of watch and flag services, if required, during the time the track is being worked upon.

Q Are you able to give an estimate of cost of those

services?

A. No, sir. They are dependent upon a contractor's method of operation.

Q. Is Conrail willing to pay for any portion of the improvement?

A. No, sir.

Q. Does it expect to be reimbursed for the cost of flagmen and watchment it furnishes?

A. Yes, sir, as well as any other costs that we entail.

MR. MAZOR: Thank you, sir.

The witness is available for cross examination.

ADMINISTRATIVE LAW JUDGE: Mr. Smolen.

MR. SMOLEN: No questions.

ADMINISTRATIVE LAW JUDGE: Mr. Wenick.

MR. WENICK: No questions.

ADMINISTRATIVE LAW JUDGE: Ms. Soken.

MS. SOKEN: No questions, Your Honor.

ADMINISTRATIVE LAW JUDGE: Mr. Hertzbach.

MR. HERTZBACH: No questions.

ADMINISTRATIVE LAW JUDGE: Mr. Granberry.

MR. GRANBERRY: No questions.

ADMINISTRATIVE LAW JUDGE: Mr. Chillemi.

MR. CHILLEMI: No questions.

ADMINISTRATIVE LAW JUDGE: Mr. Updergraff.

MR. UPDERGRAFF: No questions.

ADMINISTRATIVE LAW JUDGE: Mr. Shearer.

MR. SHEARER: No questions.

(Witness excused.)

ADMINISTRATIVE LAW JUDGE: Mr. Wenick, are you going to present any testimony?

MR. WENICK: No testimony, Your Honor.

ADMINISTRATIVE LAW JUDGE: Ms. Soken.

MS. SOKEN: No, Your Honor.

ADMINISTRATIVE LAW JUDGE: Mr. Hertzbach.

MR. HERTZBACH: Yes, we have.

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TESTIMONY OF PHILADELPHIA GAS WORKS

HERTEL C. MISSIMER, 1800 North 9th Street, Philadelphia, Pennsylvania, having been duly sworn, testified as follows:

MR. HERTZBACH: Your Honor, I have prepared testimony that I have previously distributed among certain of the persons here. I have three copies for the Commission and if there are any interested parties. And if there is any interested party that does not have a copy that is present here, I would be glad to supply

him with a copy.

DIRECT EXAMINATION

BY MR. HERTZBACH:

Q Mr. Missimer, you have in front of you a document entitled "Testimony of Philadelphia Gas Works." Did you prepare that document?

A. Yes.

Q Are you familiar with that document?

A. Yes.

Q Have you reviewed it as recently as this morning?

A. Yes.

Q Does that represent your testimony on the matter here before the Commission on behalf of the Philadelphia Gas works?

A. Yes.

Q If I were to ask you here this morning the questions set forth in this document, would your answers be the same as those set forth in the document?

A. Yes, they would.

Q Are there any changes you would like to make to the testimony here today?

A. No.

Q If I could draw your attention specifically to one

question appearing on page 4 of that document, wherein you make reference to an Agreement between PGW and the City of Philadelphia entered into as of March 11, 1977, specifically is that Agreement the same document with Exhibits that has been marked as Exhibit No. #29 this morning by Mr. Smolen on behalf of the City of Philadelphia?

A. Yes, it is.

MR. HERTZBACH: I have no further questions.

ADMINISTRATIVE LAW JUDGE: Mr. Smolen, any cross examination?

MR. SMOLEN: I don't believe so, but can we have a moment to look over his testimony?

ADMINISTRATIVE LAW JUDGE: Certainly.

MR. SMOLEN: Perhaps you can go on to the other parties.

ADMINISTRATIVE LAW JUDGE: Mr. Mazor, any questions?

MR. MAZOR: No questions.

ADMINISTRATIVE LAW JUDGE: Mr. Chillemi.

MR. CHILLEMI: No questions.

ADMINISTRATIVE LAW JUDGE: Mr. Wenick.

MR. WENICK: No questions.

ADMINISTRATIVE LAW JUDGE: Ms. Soken.

MS. SOKEN: No questions.

ADMINISTRATIVE LAW JUDGE: Mr. Granberry.

MR. GRANBERRY: No questions.

ADMINISTRATIVE LAW JUDGE: Mr. Updergraff.

MR. UPDERGRAFF: No questions.

ADMINISTRATIVE LAW JUDGE: Mr. Shearer.

MR. SHEARER: No questions.

MR. SMOLEN: No questions.

MR. HERTZBACH: Your Honor, I would request that this document be marked as Exhibit No. #1 on behalf of PGW. I don't believe we have any prior Exhibits in this proceedings. And I would move for its admission into testimony.

ADMINISTRATIVE LAW JUDGE: You mean the prepared testimony?

MR. HERTZBACH: Yes, sir.

ADMINISTRATIVE LAW JUDGE: The prepared testimony will be typed into the record, Mr. Hertzbach, the same as if the witness testified fully at length.

MR. HERTZBACH: Thank you. With the one supplemental question I asked this morning.

ADMINISTRATIVE LAW JUDGE: Yes.

MR. HERTZBACH: Thank you.

(The prepared testimony of Hertel C. Missimer is as follows:

Comes now the Philadelphia Gas Works, by the Philadelphia Facilities Management Corporation, a non-profit Pennsylvania Corporation, in its capacity as operator and manager of the City-owned facility pursuant to an Agreement with the City of Philadelphia dated December 29, 1972 and presents its direct testimony in the above-captioned proceeding.

Q What is your name?

A. Hertel C. Missimer.

Q. What is your business address?

A. 1800 North 9th Street, Philadelphia, Pennsylvania.

Q. By whom are you employed?

A. Philadelphia Gas Works (PGW).

Q. In what capacity?

A. Engineer of Distribution Design.

Q. Who owns the Philadelphia Gas Works?

A. The City of Philadelphia owns all of the gas distribution facilities, real and personal property collectively known as the Philadelphia Gas Works.

Q. Who manages and operates the Philadelphia Gas Works?

A. The Philadelphia Gas Works is managed and operated by the Philadelphia Facilities Management Corporation, a non-profit corporation organized and existing under the laws of the Commonwealth of Pennsylvania, with its principal place of business at 1518 Walnut Street, Philadelphia, Pennsylvania. Under a December 29, 1972 Agreement with the City of Philadelphia, the Philadelphia Facilities Management Corporation operates the municipally owned Philadelphia Gas Works and related facilities of that City and distributes natural gas to some 560,000 customers in the City and County of Philadelphia.

Q Are you authorized to testify at these proceedings?

A Yes.

Q Are you familiar with the instant Application and the proposed project which it involves?

A Yes.

Q Does Philadelphia Gas Works object to the proposed improvement?

A No.

Q What is the scope and cost of required alteration of Philadelphia Gas Works facilities to permit construction of the proposed improvement?

A The proposed improvement will require the following

adjustments to Philadelphia Gas Works facilities:

1. 58th Street Bridge, Station 206 +53 - Relocate 460 feet of 30" high pressure gas main and 455 feet of 20" high pressure gas main. Estimated cost $336,170.
2. Lindbergh Boulevard Bridge Station 231 + 35 - Relocate two 20" high pressure gas mains with a total length of 700 feet. Estimated to cost $176,540.
3. 63rd Street Bridge, Station 258 + 25 - Relocate 1330 feet of 20" high pressure gas main. Estimated to cost $213,220.
4. 70th Street Bridge, Station 302 + 85 - Relocate 1520 feet of 12" gas main. Estimated to cost $124,600.

Q Does PGW request that the Public Utility Commission independently determine and apportion to other parties the costs associated with PGW's relocation or abandonment of gas lines as necessitated by the proposed project?

A. No. The proposed improvement is a public capital improvement project undertaken by the City of Philadelphia and funded in substantial part by Federal and State agencies. Pursuant to an Agreement dated January 1, 1973

between the City of Philadelphia and PGW, which Agreement deals with the relative responsibilities of the City, PGW and other agencies, for reimbursement of PGW's costs in the case of such projects, PGW has entered into an Agreement for reimbursement of these relocation costs as they are incurred, This Agreement obviate the necessity for the Public Utility Commission independently to allocate PGW's relocation costs to other parties in connection with this project. PGW does not make any claim in these proceedings for its relocation costs and PGW request that the Public Utility Commission not independently determine and apportion reimbursement for PGW's relocation costs in the proceeding. In addition PGW requests the the Order of the Commission by without prejudice to the right of PGW to recover its share of relocation costs under and pursuant to such Agreement without prior certification of such costs by the Public Utility Commission. PGW's position remains the same as stated in the January 13, 1976 hearing.

Q You have stated the estimated cost of the proposed improvement. Has any arrangement been made should the actual cost of makin said improvement exceed the estimated cost?

A. Yes. An Agreement between the City of Philadelphia and PGW entered into as of March 11, 1977 provides, inter alia, as follows:

2. COMPENSATION.

As compensation for said work, City covenants and agrees to pay to PGW a fee not to exceed Eight Hundred and Forty Thousand Three Hundred Twenty One Dollars ($840,321.00) Payment for each approved part of the Project shall be equal to the actual cost of the work when and as completed in accordance with PGW's then current billing procedures.

It is understood and agreed that the fee above set forth and the figures set forth in Exhibit "C" attached hereto and made a part hereof, are preliminary estimates based on current costs and project planning. If the actual costs of performing the Project are expected to exceed the fee, City and PGW shall enter into good faith negotiations, subject to the concurrence of the Urban Mass Transportation Administration (UMTA), to raise the fee in accordance with Paragraph 16 and all other terms and conditions of this Agreement to cover all appropriate costs of work which PGW is called upon by the City to perform in connection with the Project,

whether such excess results from increased costs, expansion or redesign of part or all of the Project, or otherwise.

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Q What portion of its gas lines, if relocated as a result of this project, will PGW agree to maintain?

A PGW will maintain all such relocated gas lines.

(Prepared testimony of Hertel C. Missimer concluded.)

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ADMINISTRATIVE LAW JUDGE: Mr. Granberry.

MR. GRANBERRY: Yes, Your Honor, we have some prepared testimony as well. I would like to call Mr. Hamer.

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TESTIMONY OF BELL TELEPHONE COMPANY OF PENNSYLVANIA

ROBERT D. HAMER, 230 South Hanson Street, Philadelphia, Pennsylvania, having been duly sworn, testified as follows:

DIRECT EXAMINATION

BY MR. GRANBERRY:

Q Mr. Hamer, you have before you a document of five pages, consisting of questions and answers, marked

as the testimony of Robert D. Hamer. Was this document prepared by you or under your direction?

A. Yes.

Q Are the answers contained therein true and correct to the best of your knowledge and belief?

A. Yes, they are.

Q If I were to ask you these questions here today, would your answers be the same as those contained in this document?

A. Yes, they would.

Q Like the Philadelphia Gas Works, I will ask you one further question. The Agreement referred to in question 13, between the City of Philadelphia and the Bell Telephone, is that the same Agreement that was introduced by the City as Exhibit #28?

A. Yes.

MR. GRANBERRY: The witness is available for cross-examination.

ADMINISTRATIVE LAW JUDGE: Mr. Smolen.

MR. SMOLEN: No questions, sir.

ADMINISTRATIVE LAW JUDGE: Mr. Mazor.

MR. MAZOR: No questions, sir.

ADMINISTRATIVE LAW JUDGE: Mr. Wenick.

ADMINISTRATIVE LAW JUDGE: Ms. Soken.

MS. SOKEN: No questions.

ADMINISTRATIVE LAW JUDGE: Mr. Hertzbach.

MR. HERTZBACH: No questions.

ADMINISTRATIVE LAW JUDGE: Mr. Chillemi.

MR. CHILLEMI: No questions.

ADMINISTRATIVE LAW JUDGE: Mr. Updergraff.

MR. UPDERGRAFF: No questions.

ADMINISTRATIVE LAW JUDGE: Mr. Shearer.

MR. SHEARER: No questions.

ADMINISTRATIVE LAW JUDGE: Thank you, Mr. Hamer.

MR. GRANBERRY: Your Honor, I move that this testimony be written into the record as if the questions were asked and answered.

ADMINISTRATIVE LAW JUDGE: Any objection, gentlemen?

So directed.

(The prepared testimony of Robert D. Hamer is as follows:

]. Q Kindly state your name and business address.

A. Robert D. Hamer, 230 South Hanson Street. Philadelphia, Pennsylvania 19139

2. Q Are you an employee of the Bell Telephone

Company of Pennsylvania?

A. Yes.

3. Q How long have you been so employed?

A. Eleven years.

4. Q Please state your experience with the Bell Telephone Company and your present position.

A. All my experience with the Telephone Company has been in the design and construction of outside plant. At present, I am an Engineering Associate, Outside Plant Engineering, South City.

5. Q Have you reviewed the plans of the City of Philadelphia and are your familiar with this project and in what respect it will affect the facilities of the Telephone Company?

A. I have reviewed the preliminary plans thus far made available to me and my testimony is based on that information.

6. Q Please briefly describe the telephone facilities as they are presently located in the proposed construction area of the LIndbergh Boulevard (State Highway L.R.67309) crossing.

A. In 1968 twenty multi-concrete conduits and a concrete manhole were placed in the proposed construction

area. This conduit contains the following telephone cables: 150 feet of 1800 and 1500 pair feeder cables placed in 1971 and 1969, respectively; and 150 feet of 1800, 1100 and 900 pair trunk cables placed in 1969, 1968 and 1972 respectively.

7. Q Please briefly describe what work the Telephone Company will have to perform at the Lindbergh Boulevard crossing as a result of this proceeding.

A. In order to vacate and abandon the conduit and manhole in Lindbergh Boulevard within the area of reconstruction, new facilities will have to be established in the north footway of Lindbergh Boulevard across a proposed utility bridge. This will require placing 300 feet of twenty 4 inch conduits and 4 concrete manholes to reroute our facilities around the construction area. We propose to place the following new cables in this conduit: two 1800, one 1500, one 1100 and one 900 pair cables. The net cost of the work required in relocating our facilities at this crossing, which are within public property, will be approximately $84,000. It will take approximately 96 working days to accomplish the work.

8. Q Please briefly describe the telephone facilities as they are presently located in the proposed construction

area of the 63rd Street (State Highway L.R.67320) crossing.

A. In 1940, a 51 pair aerial feeder cable was placed on the east side of 63rd Street between Eastwick Avenue and the Reading Railroad Company tracks. In 1972, a 4 inch conduit was placed across 63rd Street along with a 50 pair feeder cable to serve the Dubin Lumber Company located on the southwest corner of 63rd Street and Eastwick Avenue. A 200 pair aerial cable was placed in 1973 on the east side of 63rd Street south of the Reading Railroad Company tracks. From this cable a 50 pair buried cable was placed to serve the W.T. Cowan Company.

9. Q Briefly describe what work the Telephone Company will have to perform at the 63rd Street crossing as a result of this proceeding.

A. In order to vacate and abandon the aerial cable and conduit in the area of reconstruction, new facilities will have to be established to serve the Dubin Lumber Company and the W.T. Cowan Company. This will require burying approximately 500 feet of 50 pair cable in the south footway of Eastwick Avenue from 63rd Street to Dubin Lumbers' new office location. In addition, the

Company will have to remove its existing aerial facilities located on the east side of 63rd Street south of Eastwick Avenue consisting of approximately 300 feet of 51 pair cable. The Company will also have to remove its facilities presently located on Dubin Lumber Company property. These facilities consist of 234 feet of 50 pair cable.

The new feed for the W.T. Cowan Company will require placing one 30 foot pole plus approximately 600 feet of 50 pair buried cable in the east footway of 63rd Street south of the Reading Railroad Company tracks. The Company will also have to remove approximately 260 feet of 100 pair cable.

The net cost of the work required to relocate our facilities located on public property will be approximately $5,000 and the net cost to relocate our facilities located on private property will be approximately $1,000. It will take about 25 working days to accomplish the work.

10. Q Please briefly describe the telephone facilities as they are presently located in the proposed construction area of the 70th Street crossing.

A. In 1966, a 25 pair aerial feeder cable was placed on Philadelphia Electric Company poles on the east

side of 70th Street south of Lindbergh Boulevard. From this cable an underground cable was placed in 1966 to serve the Simmons Mattress Company, which was located on the east side of 70th Street just north of the Reading Railroad Company tracks. In addition six 3 1/2 inch cement conduits were placed under the Reading Railroad tracks on the west side of 70th Street in 1957.

11. Q Briefly describe what work the Telephone Company will have to perform at the 70th Street crossing as a result of this proceeding.

A In order to vacate the aerial cable of the east side of 70th Street within the area of reconstruction, new facilities will have to be established in the newly provided utility easement east of the east footway of 70th Street. This will require placing 250 feet of buried cable in the utility easement from the beginning of our aerial cable to the entrance cable of the former Simmons Mattress Company building. The existing 200 feet of aerial cable on the east side of 70th Street south of Lindbergh Boulevard will be removed. The six 3 1/2 inch cement conduits have no further use. Therefore they will be abandoned in place with no need to reconstruct these facilities. The net cost of the work required to

relocate our facilities, located on public property, will be approximately $2,000. It will take about 10 working days to complete the work.

12. Q Who will perform that work that you have described?

A. The Telephone Company or its designated contractor

13. Q How should the cost of doing this relocation be borne?

A. The cost should be borne in accordance with the terms of the Agreement dated November 23, 1977, between the Bell Telephone Company of Pennsylvania and the City of Philadelphia, which Agreement has been filed by the City as an Exhibit in these proceedings.

14. Q Does the Telephone Company have any objections to the project as it relates to the crossings on which you have testified today?

A. No.

15. Q Who should be responsible for the maintenance of the Company's relocated facilities in the future?

A. The Telephone Company agrees to bear the cost of future maintenance of its relocated facilities.

(Prepared testimony of Robert D. Hamer concluded)

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ADMINISTRATIVE LAW JUDGE: Mr. Chillemi.

TESTIMONY OF PHILADELPHIA ELECTRIC COMPANY

GERALD W. GORDON, P.E., 2301 Market Street, Philadelphia, Pennsylvania, 19101, having been duly sworn, testified as follows:

DIRECT EXAMINATION

BY MR. CHILLEMI:

Q By whom are you employed, Mr. Gordon?

A. Philadelphia Electric Company.

Q In what capacity?

A. Senior Engineer, Electrical Engineering Division, Engineering and Research Department.

Q Are you authorized to testify on behalf of Philadelphia Electric Company in this proceeding?

A. Yes, I am.

Q You have before you four pages of typewritten questions and testimony. Did you prepare these four pages of testimony, Mr. Gordon?

A. Yes, I did.

Q And are you familiar with the contents thereof?

A. Yes, sir.

Q If you were to testify at length at this proceeding would the answers be the same to the questions

contained in this typewritten testimony?

A. Yes.

MR. CHILLEMI: In addition thereto, I have one or two other questions with which I would like to supplement the prepared testimony, Your Honor.

BY MR. CHILLEMI:

Q. Mr. Gordon, if the 60th Street tracks are not relocated as contemplated by the City, is the project still in conflict with Philadelphia Electric Company facilities along the 60th Street Branch at Lindbergh Boulevard?

A. It's my opinion that regardless whether tracks are relocated or simply removed, our facilities are still in conflict, would have to be relocated.

Q. In view of the work to be done, or that has to be done at Island Avenue, will the presence of safety inspectors and the energizing of conductors and other protective measures be necessary?

A. It is entirely possible that they may be necessary.

Q. Would you please tell us what facilities Philadelphia Electric has at Island Avenue?

A. On the south side of Chester Branch of the Conrail tracks there is a 230,000 volt transmission line, an

open wire line.

Crossing the tracks on the west side of Island Avenue there are also aerial facilities, consisting of 15,200 volts aerial line, a 4,000 aerial line and a 120/240 volt aerial line.

Q In the event that safety inspectors and de-energizing of conductors or other protective measures become necessary, do we agree to pay for the cost thereof?

A. No. We anticipate and request that others be ordered to pay the cost of such work.

Q Mr. Gordon, in addition thereto, do you make requests of the Commission for permission to file a certain plan which you are preparing as a late filed Exhibit?

A. Yes, I am.

Q Just tell us briefly what the plan is.

A. This plan will show all our relocation work at the various areas involved in this hearing.

MR. CHILLEMI: Thank you. The witness is available for cross examination.

(The prepared testimony of Gerald W. Gordon is as follows:

1. Q What is your name and address?

A. Gerald W. Gordon, P.E., N3-1, 2301 Market Street, Philadelphia, Pennsylvania. 19101

2. Q By whom are you employed?

A. Philadelphia Electric Company.

3. Q In what capacity?

A. Senior Engineer, Electrical Engineering Division, Engineering and Research Department.

4. Q Are you authorized to testify on behalf of Philadelphia Electric Company?

A. Yes, I am.

5. Q In the course of your duties, have you had occasion to familiarize yourself with the proposal by the City of Philadelphia for the construction of the Airport High Speed Line which involves the reconstruction of Lindbergh Boulevard, including the new bridge over the proposed tracks of the Airport High Speed Line and relocation of the existing tracks of Conrail's 60th Street Branch (formerly PennCentral RR), the modification of the existing 61st Street Bridge over the existing tracks of Conrail's Chester Branch (formerly Reading Co.) and the proposed tracks of the Airport High Speed Line, and the reconstruction of 63rd Street and 70th Street including a new bridge at each location over the existing tracks of

Conrail's Chester Branch and the proposed tracks of the Airport High Speed Line?

A. Yes, I have.

6. Q. Will you state for the record what facilities Philadelphia Electric Company has in the area of the proposed work?

A. Philadelphia Electric Company has aerial facilities in the public right of way along both sides of Lindbergh Blvd., the west side of 61st Street and both sides of 63rd Street and 70th Street. It also has aerial facilities on private right of way along the east side of Conrail's 60th Street Branch, along the south side of Conrail's Chester Branch, and along the north side of Conrail's Chester Branch from 70th Street to a point approximately 350 feet west of 70th Street. At Lindbergh Blvd., the facilities consist of 4,000 volt, 13,200 volt and 120/240 volt wires on the north side and 120/240 volt wires on the south side. Also at Lindbergh Blvd., there are 13,200 volt wires on the east side of Conrail's 60th Street Branch extending to the south from Lindbergh Blvd. At 61st Street the facilities consist of 13,200 volt and 120/240 volt wires. At 63rd Street, the facilities consist of 13,200 volt wires and aerial cable and 120/240 volt

wires on the west side and 120/240 volt wires on the east side. At 70th Street, the facilities consist of 13,200 volt wires and 120/240 volt wires on the east side and 120/240 volt wires on the west side. Also at 70th Street there are 13,200 volt wires on the north side of Conrail's Chester Branch extending to the west from 70th Street. Along Conrail's Chester Branch on the south side of the tracks crossing 61st Street, 63rd Street, and 70th Street, the facilities consist of 66,000 volt wires on steelstructures

7. Q To what extent will Philadelphia Electric Company be affected by the proposed work?

A There is no conflict at 61st Street between Philadelphia Electric Company facilities and the completed Airport High Speed Line project; however there may be interference during the actual construction of the project. There are conflicts between the project and the Philadelphia Electric Company facilities at all other locations. At Lindbergh Blvd., the facilities will be temporarily removed during the construction of the bridge and replaced after the completion of the project.

The 13,200 volt facilities on the east side of the tracks will be relocated to a new right of way adjacent to the existing private right of way on the east side.

AT 63rd Street, the 13,200 volt facilities will be relocated into a proposed utility corridor adjacent to the street on the west side. The 120/240 volt facilities supplying street lights will be removed since new underground supplied street lights are to be installed. One of the structures supporting the 66,000 volt facilities must be replaced by a higher structure. At 70th Street, the 13,200 volt facilities will be relocated into a proposed utility corridor adjacent to the street on the west side. The 13,200 volt facilities on the north side of the tracks will be rearranged. The 120/240 volt facilities supplying street lights will be removed since new underground supplied street lights are to be installed. One of the structures supporting the 66,000 volt line must be replaced by a higher structure.

8. Q What is the cost of removing, modifying, rearranging, relocating and replacing the existing Philadelphia Electric Company facilities in conflict with the proposed Airport High Speed Line project?

A. The estimated cost is as follows: Lindbergh Blvd., -$35,000, 63rd Street - $80,000 for the 66,000 volt facilities and $50,000 for the other facilities, 70th Street - $80,000 for the 66,000 volt facilities

and $50,000 for the other facilities.

9. Q Has the City been requested to pay for the removal, modification, rearrangement, relocation and replacement of these facilities?

A. Yes. The City has indicated it is willing to pay 100% of the cost of the work involved and a written Agreement to that effect is in preparation. The Agreement will cover all work required on both public and private right of way because of the construction of the Airport High Speed Line.

10. Q Who will perform the work on Philadelphia Electric Company facilities?

A. Philadelphia Electric Company will remove, modify, rearrange, relocate and replace its facilities as required.

11. Q Who will maintain these facilities after completio of the project?

A. Philadelphia Electric Company will maintain its facilities.

12. Q What precautions must be observed during construction of the bridges over the Conrail tracks?

A. Our requirements for safeguarding personnel and Philadelphia Electric Company facilities as described

in "Philadelphia Electric Company Provisions for Operating in the Vicinity of Electric Transmission Lines" and "Philadelphia Electric Company Provisions for Operating in the Vicinity of Electric Distribution Lines" will be given to the City of Philadelphia for inclusion in the specifications for the project.

13. Q. Are any other conditions involved in this construction?

A. Yes. Philadelphia Electric Company should be reimbursed for all expenses involving the presence of a safety inspector, de-energizing conductors or any other precautionary measures it deems necessary to protect against bodily injury and property damage that may result from the City of Philadelphia'c contractor's work procedures. Also, the Philadelphia Electric Company System Operator shall determine the available time periods feasible for outages of the 66,000 volt line in the event de-energizing of the aerial conductors is requested by the City or its contractor. If the required time for an outage will result in inefficient system operation, then the contractor must bear the cost of these inefficiences as determined by the System Operator. The contractor should be made aware of the Philadelphia Electric

Company's requirements and they should be included in the contract's documents.

14. Q Does Philadelphia Electric Company agree to construct or pay for the construction of any portion of Airport High Speed Line and the related highway improvements?

A No.

15. Q Does Philadelphia Electric Company agree to apy for its removal, modification, rearrangement, relocation and replacement costs?

A No. The Philadelphia Electric Company's position is that others should pay for the cost of its work which is estimated at $295,000. All of the work on both private property and in the public right of way is the direct result of the construction requirements for the proposed Airport High Speed Line.

16. Q Will any of the removals, modifications, rearrangements, relocations and replacements benefit Philadelphia Electric Company or its customers?

A No.

17. Q Does the Philadelphia Electric Company have any objections to the proposed highway improvement as now designed?

A. No, providing that its facilities can be removed, modified, rearranged, replaced, relocated and maintained as described and payment for said work is provided for by Agreement between the parties involved or by an Order of the Commission.

(Prepared testimony of Gerald W. Gordon concluded.)

ADMINISTRATIVE LAW JUDGE: Mr. Mazor.

MR. MAZOR: No questions, sir.

ADMINISTRATIVE LAW JUDGE: Mr. Wenick.

MR. WENICK: No questions.

ADMINISTRATIVE LAW JUDGE: Ms. Soken.

MS. SOKEN: Nothing, thank you.

ADMINISTRATIVE LAW JUDGE: Mr. Hertzbach.

MR. HERTZBACH: No questions.

ADMINISTRATIVE LAW JUDGE: Mr. Granberry.

MR. GRANBERRY: No questions.

ADMINISTRATIVE LAW JUDGE: Mr. Updergraff.

MR. UPDERGRAFF: No questions.

ADMINISTRATIVE LAW JUDGE: Mr. Shearer.

MR. SHEARER: No questions.

ADMINISTRATIVE LAW JUDGE: Mr. Smolen.

CROSS EXAMINATION

BY MR. SMOLEN:

Q You heard Mr. Starr's testimony about the track adjustments to be made at 84th Street and Island Avenue, did you not?

A. Yes, sir.

Q Limited to those track adjustments, and nothing more, will your facilities be affected by those adjustments?

A. If any cranes are used in this work, it is very likely our facilities will be affected.

Q Do you have any objection to the track adjustments being made?

A. No, so long as our facilities are not affected; or if an relocation is needed, that we are reimbursed for such relocation.

MR. SMOLEN: No further questions.

ADMINISTRATIVE LAW JUDGE: Thank you, Mr. Gordon.

(Witness excused.)

- - -

ADMINISTRATIVE LAW JUDGE: Mr. Updergraff, do you have testimony?

MR. UPDERGRAFF: Yes, Your Honor, I would like to call LeRoy Christman, I don't have any prepared

testimony.

ADMINISTRATIVE LAW JUDGE: Fine.

- - -

TESTIMONY OF ARCO PIPE LINE COMPANY

LEROY A. CHRISTMAN, Fritztown Road, Sinking Spring, Pennsylvania, having been duly sworn, testified as follows:

DIRECT EXAMINATION

BY MR. UPDERGRAFF:

Q By whom are you employed, Mr. Christman?

A. ARCO Pipe Line Company.

Q Are you authorized to testify here today on behalf of ARCO?

A. Yes.

Q Are you familiar with City Exhibit No. #30?

A. Yes.

Q Does that Agreement set forth the arrangement between ARCO and the City pertaining to the reimbursement of the costs?

A. It does.

Q Does ARCO plan to do any of this work without being fully reimbursed by the City?

A. It does not.

MR. UPDERGRAFF: That is all.

ADMINISTRATIVE LAW JUDGE: Mr. Smolen.

MR. SMOLEN: No questions.

ADMINISTRATIVE LAW JUDGE: Mr. Mazor.

MR. MAZOR: No questions.

ADMINISTRATIVE LAW JUDGE: Mr. Wenick.

MR. WENICK: No questions.

ADMINISTRATIVE LAW JUDGE: Ms. Soken.

MS. SOKEN: No questions.

ADMINISTRATIVE LAW JUDGE: Mr. Hertzbach.

MR. HERTZBACH: No questions.

ADMINISTRATIVE LAW JUDGE: Mr. Granberry.

MR. GRANBERRY: No questions.

ADMINISTRATIVE LAW JUDGE: Mr. Chillemi.

MR. CHILLEMI: No questions.

ADMINISTRATIVE LAW JUDGE: Mr. Shearer.

MR. SHEARER: No questions.

ADMINISTRATIVE LAW JUDGE: Thank you, Mr. Christman.

(Witness excused.)

- - -

ADMINISTRATIVE LAW JUDGE: Mr. Shearer, do you have any testimony to present?

MR. SHEARER: No, sir.

ADMINISTRATIVE LAW JUDGE: Are there any additional persons in the hearing room today who wish to present testimony on this Application?

MR. HERTZBACH: No additional testimony, but a statement for the record. In reviewing City's Exhibit 29, and Agreement dated as of March 11,1977, there is reference to an Exhibit C in that Agreement and attached as an Exhibit I find an Exhibit marked C-I. But, in reviewing a copy that I had on behalf of PGW, there was an Exhibit C-I as well as C-II.

I am not certain at this point that may or may not be relevant, but I would just like to reserve the opportunity, at the conclusion of this hearing to consult with Mr. Smolen and discuss this and perhaps submit, if appropriate, that Exhibit C-II as part of the Agreement referred to City's Exhibit No. #29. And if we can't reach agreement, and the interest of Philadelphia Gas Works dictates, I would like to take an exception to the Agreement as introduced. But I don't believe there will be a problem.

MR. SMOLEN: Can we go off the record for a minute?

ADMINISTRATIVE LAW JUDGE: Yes.

(A discussion was held off the record.)

ADMINISTRATIVE LAW JUDGE: In light of what Mr. Hertzbach had brought to the ALJ's attention. would all parties kindly review their Exhibit 29, and, if what Mr. Hertzbach has stated is correct, I then direct you Mr. Smolen, to send to each and every party a copy of that Exhibit referred to by Mr. Hertzbach.

MR. SMOLEN: Yes.

ADMINISTRATIVE LAW JUDGE: In the event that that would change a position or alter the position of any counsel with respect to clients. they represent, then all they have to do is then notify the Commission that they need an additional hearing, and, again I am sure the Commission will grant that particular hearing.

MR. HERTZBACH: For the record, Mr. Administrative Law Judge, I just want to make it clear that if in fact that document should have been attached, I believe and assume that its exclusion was merely in the duplicating process.

ADMINISTRATIVE LAW JUDGE: Right. There is no doubt in my mind.

MR. SMOLEN: I might say, if Your Honor please,

Exhibit 29 relates solely to the City and the Philadelphia Facilities Management Corporation, on behalf of the Philadelphia Gas Works, and it does not relate to the other parties. Mr. Hertzbach and I will get together to review the Exhibit and Agreement, page by page, to make sure that it is reproduced in its entirety. If any pages are missing, they will be submitted to the reporter, the Commission and the other parties.

ADMINISTRATIVE LAW JUDGE: All right.

Gentlemen, will there be a further hearing required on this amended Application?

MR. SMOLEN: The Administrative Law Judge keeps referring to it as the amended Application. It has not been amended.

ADMINISTRATIVE LAW JUDGE: Okay. Will there be additional hearings required in this Application?

MR. SMOLEN: Yes, additional hearings will be required and I request they be scheduled when we make the request of the Commission, when we are prepared to go forward with further hearings.

I might also add that I have requested the question of briefs, oral arguments, etcetera, be deferred until the conclusion of all hearings in this docket.

ADMINISTRATIVE LAW JUDGE: All right, I am going to mark on my hearing report: "City of Philadelphia will request relisting."

MR. SMOLEN: Additional hearing dates.

ADMINISTRATIVE LAW JUDGE: Gentlemen, the hearing is over.

(Adjourned at 12:00 Noon.)

C E R T I F I C A T I O N

I HEREBY CERTIFY that the proceedings and evidence are contained fully and accurately in the stenographic notes taken by me upon the foregoing matter on, January 13, 1978 and that this is a correct transcript of same.

Vincent Varallo

Vincent Varallo, Jr., RPR, CM

(The foregoing certification of this transcript does not apply to any reproduction of the same by any means unless under the direct control and/or supervision of the certifying reporter.)

OVERSIZE DOCUMENT(S)

EXHIBIT NO. 17

Construction Drawings - 63rd and 70th St. Bridges

OVERSIZE DOCUMENT(S)

EXHIBIT NO. 18 (MAPS)

Track and Roadbed Construction
at 63rd and 70th Streets

OVERSIZE DOCUMENT(S)

EXHIBIT NO. 19 (MAPS)

Drawings of Alterations to
61st St. Bridge

OVERSIZE DOCUMENT(S)

EXHIBIT NO. 20 (MAPS)

Track and Roadbed Construction
at 61st St. Bridge

OVERSIZE DOCUMENT(S)

EXHIBIT NO. 21 (MAPS)

Construction Drawings of
Lindbergh Blvd. Bridge

OVERSIZE DOCUMENT(S)

EXHIBIT NO. 22 (MAPS)

Track and Roadbed Construction
at Lindbergh Blvd.

OVERSIZE DOCUMENT(S)

EXHIBIT NO. 23 (MAPS)

Track and Roadbed Construction
at 84th St.

OVERSIZE DOCUMENT(S)

EXHIBIT NO. 24 (MAPS)

Track and Roadbed Construction
at Island Avenue

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
URBAN MASS TRANSPORTATION ADMINISTRATION

WASHINGTON, D.C. 20590

5 Copies

Project No. PA-03-0043

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URBAN MASS TRANSPORTATION CAPITAL GRANT CONTRACT

BETWEEN THE

CITY OF PHILADELPHIA, PENNSYLVANIA

AND THE

UNITED STATES OF AMERICA

DOCUMENT FOLDER

PA. P.U.C.
A. 78061
Phila DATE: 1/13/78
EXHIBIT City 25
REPORTER: VALLALLO

CITY OF PHILA.
EXHIBIT NO 25

DOCKETED
APPLICATION DOCKET
FEB 1 1978
ENTRY No. N

URBAN MASS TRANSPORTATION

CAPITAL GRANT CONTRACT

PART I

Project No. PA-03-0043

THIS CONTRACT, effective on the date herein below specified, by and between the United States of America (herein called the "Government") and the City of Philadelphia (herein called "Public Body") WITNESSETH:

In consideration of the mutual covenants, promises, and representations herein, the parties hereto agree as follows:

Sec. 1. Purpose of Contract - The purpose of this Contract is to provide for the undertaking of an urban mass transportation capital improvement project (herein called the "Project"), with Government financial assistance to the Public Body in the form of a capital grant (herein called the "Grant"), under the Urban Mass Transportation Act of 1964, as amended, (herein called the "Act"), and to state the terms and conditions upon which such assistance will be provided and the manner in which the Project will be undertaken and completed and the Project facilities and equipment used.

Sec. 2. The Project - The Public Body agrees to undertake and complete the Project, and to provide for the use of Project facilities and equipment, substantially as described in its Application, herewith incorporated by reference, filed with and approved by the Government, and in accordance with the terms and conditions of this Contract. The Project is to construct a 9.4-mile hi-speed rail link between Suburban Station in downtown Philadelphia and the City's International Airport.

It is estimated that the total cost of the Project will not exceed Thirty-Seven Million, Five Hundred Thousand Dollars ($37,500,000).

Sec. 3. The Grant - In order to assist the Public Body in financing that portion of the total cost of the Project which the Department of Transportation (DOT) has determined cannot reasonably be financed from revenues of the public transportation system in which the Project facilities and equipment are to be used (herein called the "Net Project Cost"), such Net Project Cost being estimated to be Thirty-Seven Million, Five Hundred Thousand Dollars ($37,500,000), the Government will make a Grant in an amount equal to 80% of

the actual Net Project Cost, as determined by DOT upon completion of the Project, or in the amount of Thirty Million Dollars ($30,000,000), whichever is the lesser.

The obligation of the Government to make Federal Grant payments in any fiscal year shall not exceed the amount provided in the Project Budget for the fiscal year in which requistions therefor are submitted.

The Public Body agrees that it will provide from sources other than (a) Federal funds, (b) receipts from the use of the Project facilities and equipment, or (c) revenues of the public transportation system in which such facilities and equipment are used, funds in the amount sufficient, together with the Grant to assure payment of the actual Project Cost. The Public Body further agrees that no refund or reduction of the amount so provided will be made at any time, unless there is at the same time a refund to the Government of a proportional amount of the Grant.

Sec. 4. Use of Project Facilities and Equipment - The Public Body agrees that the Project facilities and equipment shall be used for the provision of mass transportation service within its urban area substantially as described in the Project Description for a period from the date of purchase of 10 years in the case of buses and items of equipment costing less than $50,000 and for a period from the date of contruction or installation of 20 years in the case of facilities or items of equipment costing $50,000 or more. If, during such period, any Project facilities and equipment are not used in this manner or are withdrawn from mass transportation service, the Public Body shall immediately notify the Government and shall remit to the Government a proportional amount of the fair market value, if any, of such property (determined on the basis of the ratio of the Grant made by the Government to the actual total cost of the Project). For the purpose of this Section, the fair market value shall be deemed to be the value of the property as determined by competent appraisal conducted as soon after such withdrawal or misuse occurs as feasible or the actual proceeds from the public sale of such property, whichever is approved by UMTA.

The Public Body shall keep satisfactory records with regard to the use of the property and submit to the Government upon request such information as is required in order to assure compliance with this Section and shall immediately notify UMTA in all cases where Project facilities and equipment are used in a manner substantially different from that

described in the Project Description. The Public Body shall maintain in amount and form satisfactory to the Government such insurance or self-insurance as will be adequate to protect Project facilities and/or equipment throughout the period of required use. The cost of such insurance shall not be an item of allowable cost. The Public Body shall also submit to the Government at the beginning of each calendar year during such period, a certification that the Project facilities and equipment are still being used in accordance with the terms of this Section and that no part of the local contribution to the cost of the Project has been refunded or reduced.

Sec. 5. Labor Protection - The Public Body agrees to undertake, carry out, and complete the Project under the terms and conditions determined by the Secretary of Labor to be fair and equitable to protect the interests of employees affected by the Project and meeting the requirements of Section 13(c) of the Act.

These terms and conditions are specified in the letter of certification to the Government from the Department of Labor dated June 24, 1974, which is incorporated herein by reference.

Representatives of the City of Philadelphia, the Southeastern Pennsylvania Transportation Authority, the Penn Central Transportation Company, the Reading Company, the Transport Workers Union, 6 Unions affiliated with the Congress of Railway Unions, and 15 Unions affiliated with the Railway Labor Executives' Association have reached an understanding as to arrangements which provide to members of the Unions protections satisfying the requirements of Section 13(c) of the Act. The parties have incorporated their understandings into an agreement dated June 14, 1974, and side letters of understanding dated June 17, 1974, which are presently being circulated for appropriate signature.

Accordingly:

a. The agreement, dated June 14, 1974, and the letters of understanding, dated June 17, 1974, shall be made part of the contract of assistance by reference;

b. The Department of Labor will retain jurisdiction for the purpose of assuring that the documents referred to in Item "a" above are executed by the appropriate parties; and

(b) Offer - When dated and signed by the Government, this instrument shall constitute an offer which shall automatically expire if it is not accepted by the Public Body by execution within sixty (60) days of such date, unless an extension is granted in writing by the Government. Upon acceptance of the offer the effective date of the Contract shall be the date on which this offer was executed by the Government.

The Government has duly executed this offer this DEC 6 1974 day of _____, 19____.

BY _____

TITLE: ASSOCIATE ADMINISTRATOR

(c) Acceptance - The Public Body does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the Application and supporting materials submitted by it, and does hereby accept the Government's offer and agrees to all of the terms and conditions thereof.

Executed this 13th day of January, 1975.

SEAL

CITY OF PHILADELPHIA, PENNSYLVANIA

ATTEST: _____

BY _____

TITLE: Administrative Services Director

TITLE: Commissioner of Public Property

(d) Certificate of Public Body's Attorney

I, _____, acting as Attorney for the Public Body do hereby certify that I have examined this grant contract and the proceedings taken by the Public Body relating thereto, and find that the acceptance of the Government's offer by the Public Body has been duly authorized by the Public Body's action dated 12/11/74 (a copy of which has been submitted to UMTA) and that the execution of this Contract is in all respects due and proper and in accordance

c. Employees of the Penn Central Transportation Company, Reading Company, and the Southeastern Pennsylvania Transportation Authority, other than those represented by the Unions signatory to and covered by the June 14, 1974, agreement, and employees of any other urban mass transportation carrier in the service area of the Project shall be afforded substantially the same levels of protection as are afforded to Union members under the June 14, 1974, agremeent.

Sec. 6. Minority Business Enterprise - 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.

Sec. 7. Compliance with Environmental Standards - The Public Body shall comply with the provisions of the Clean Air Act as amended (42 U.S.C. §1857 et seq); the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq); and implementing regulations issued by the Environmental Protection Agency, in the facilities which are involved in the Project for which Federal assistance is given in this Grant.

Sec. 8. The Grant Contract - This Contract consists of this Part I entitled Urban Mass Transportation Capital Grant Contract and Form DOT-UMTA-5, dated 12/72, entitled Urban Mass Transportation Grant Contract, Part II, Terms and Conditions. The Project Description and the latest approved Project Budget are incorporated herein by reference. Amendments to any of these documents shall require a formal amendment to this Contract, except that reallocations of funds among budget items or fiscal years which do not increase the total amount of the Federal Grant shall only require prior authorization from UMTA and the issuance of a new Project Budget.

Sec. 9. Offer and Acceptance

(a) Execution of Contract - This Contract may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect.

with applicable State and local law and further that, in my opinion, said grant contract constitutes a legal and binding obligation of the Public Body in accordance with the terms thereof. I further certify that to the best of my knowledge there is no legislation or litigation pending or threatened which might affect the performance of the Project in accordance with the terms of this Contract.

Dated this 8 day of Jan, 1973.

Linda Bane

TITLE

Asst City Clerk

DOT-UMTA
(12-72)

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
URBAN MASS TRANSPORTATION ADMINISTRATION

WASHINGTON, D. C. 20590

URBAN MASS TRANSPORTATION GRANT CONTRACT

PART II

TERMS AND CONDITIONS

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DEPARTMENT OF TRANSPORTATION
URBAN MASS TRANSPORTATION ADMINISTRATION

GRANT CONTRACT
PART II - - TERMS AND CONDITIONS

Constituting part of the GRANT CONTRACT providing for Federal financial assistance under the provisions of the Urban Mass Transportation Act of 1964, as amended.

Section 101. Definitions. As used in this Grant Contract:

"Application" means the written application for Federal financial assistance for the Project, together with all explanatory, supporting, or supplementary documents, heretofore filed with UMTA by or on behalf of the Public Body, which has been accepted and approved by UMTA.

"Approval, Authorization, Concurrence, Waiver" An approval, authorization, concurrence, or waiver is a conscious, written act by an authorized official of the Government granting permission to the Public Body to perform an act pursuant to this contract which could not be performed without such permission. An approval, authorization, concurrence, or waiver permitting the performance of a specific act shall not constitute permission to perform similar acts unless such broad permission is clearly stated. Oral permission or interpretations shall have no legal force or effect.

"Government" means the United States of America, or its cognizant Agency, the Department of Transportation (DOT) or its Agency, the Urban Mass Transportation Administration, used hereafter interchangeably.

"Mass Transportation Service" Mass Transportation service is general or special transportation service provided to the public (but not school bus, charter or sightseeing service) on a regular and continuing basis in the urban area described in the application. Project equipment and facilities may be used for incidental charter or sightseeing service when not needed for mass transportation service operations. Project facilities or equipment may not be used for the provision of service under contract either for

the exclusive use of students going to and from school or for which an individual fare is not charged.

"Procedural Guide" is the most recently dated document entitled "Procedural Guide for Project Sponsors", which sets forth procedures designed to assist the Public Body in performing the obligations imposed by the contract.

"Project Description" is the most recently dated statement, signed by UMTA, setting forth all of the activities to be performed by the Public Body with regard to its urban transportation program pursuant to this contract which are not otherwise specifically provided for in this contract.

Section 102. Accomplishment of the Project.

(a) General Requirements. The Public Body shall commence, carry on, and complete the Project with all practicable dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions hereof, the Application, and all applicable laws.

(b) Pursuant to Federal, State, and Local Law. In performance of its obligations pursuant to this contract, the Public Body and its contractors shall comply with all applicable provisions of Federal, State, and local law. All limits or standards set forth in this contract to be observed in the performance of the Project are minimum requirements, and shall not affect the application of more restrictive State or local standards to the performance of the project. Provided, however, in its procurement actions pursuant to the project, the Public Body shall not give any preference to or discriminate against goods produded or manufactured in any country, State, or other geographical area.

(c) Funds of the Public Body. The Public Body shall initiate and prosecute to completion all proceedings necessary to enable the Public Body to provide its share of the Project costs at or prior to the time that such funds are needed to meet Project costs.

(d) Submission of Proceedings, Contract and Other Documents. The Public Body shall submit to the Government such data, reports, records, contract and other documents relating to the Project as the Government may require. The Public Body shall retain intact, for three years following project close-out, all project documents, financial records, and supporting documents.

(e) Changed Conditions Affecting Performance. The Public Body shall immediately notify UMTA of any change in conditions or local law, or of any other event, which may significantly affect its ability to perform the project in accordance with the provisions of this contract.

(f) No Government Obligations to Third Parties. The Government shall not be subject to any obligations or liabilities by contractors of the Public Body or their subcontractors or any other person not a party to this contract in connection with the performance of this Project pursuant to the provisions of this contract without its specific consent and notwithstanding its concurrence in or approval of the award of any contract or subcontract or the solicitation thereof.

(g) Land Acquisition Policy. Any acquisition of land for use in connection with the Project must conform to the policies and procedures set forth in the Procedural Guide for Project Sponsors.

Section 103. The Project Budget. A Project Budget shall be prepared and maintained by the Public Body. The Public Body shall carry out the Project and shall incur obligations against and make disbursements of Project Funds only in conformity with the latest approved budget for the Project. The budget may be revised from time to time, but no Budget or revision thereof shall be effective unless and until UMTA shall have approved the same.

Section 104. Accounting Records.

(a) Project Accounts. The Public Body shall establish and maintain as a separate set of accounts, or as an integral part of its current accounting scheme, accounts for the Project as described in the most recently dated UMTA "Accounting Procedures Guide", unless UMTA specifically authorizes the use of some other accounting procedures.

(b) Funds Received or Made Available for the Project. The Public Body shall appropriately record in the Project Account, and deposit in a bank or trust company which is a member of the Federal Deposit Insurance Corporation, all Grant payments received by it from the Government pursuant to this Contract and all other funds provided for, accruing to, or otherwise received on account of the Project, which Government payments and other funds are herein collectively referred to as "Project Funds." The Public Body shall require the depositories of Project Funds to secure continuously and fully all Project Funds in excess of the amounts insured under Federal plans, or under State plans which have been approved for the deposit of

Project Funds by DOT, by the deposit or setting aside of collateral of the types and in the manner as described by State law for the security of public funds, or approved by UMTA.

(c) Allowable Costs. Expenditures made by the Public Body shall be reimbursable as allowable costs to the extent they meet all of the requirements set forth below. They must:

(1) be made in conformance with the Project Description and the Project Budget and all other provisions of this contract;

(2) be necessary in order to accomplish the Project;

(3) be reasonable in amount for the goods or services purchased;

(4) be actual net costs to the Public Body (i.e., the price paid minus any refunds, rebates, or other items of value received by the Public Body which have the effect of reducing the cost actually incurred;)

(5) be incurred (and be for work performed) after the date of this contract, unless specific authorization from UMTA to the contrary is received;

(6) be in conformance with the standards for allowability of costs set forth in OMB Circular A-87 and the Procedural Guide;

(7) be satisfactorily documented; and

(8) be treated uniformly and consistently under accounting principles and procedures approved or prescribed by UMTA for the Public Body; and those approved or prescribed by the Public Body for its contractors.

(d) Documentation of Project Costs. All costs, charged to the Project, including any approved services contributed by the Public Body or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in detail the nature and propriety of the charges.

(e) Checks, Orders, and Vouchers. Any check or order drawn by the Public Body with respect to any item which is or will be chargeable against the Project Account will be drawn only in accordance with a properly signed voucher then on file in the office of the Public Body stating

in proper detail the purpose for which such check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Project shall be clearly identified, readily accessible, and, to the extent feasible, kept separate and apart from all other such documents.

(f) Audit and Inspection. The Public Body shall permit, and shall require its contractors to permit, the Government to inspect all work, materials, payrolls, and other data and records with regard to the project, and to audit the books, records, and accounts of the Public Body and its contractors with regard to the project. UMTA also may require the Public Body to furnish at any time prior to close-out of the Project, audit reports prepared according to generally accepted accounting principles.

Section 105. Requisitions and Payments.

(a) Requests for Payment by the Public Body. The Public Body may make requests for payment of the Federal share of allowable costs, and UMTA shall honor such requests in the manner set forth in this section. In order to receive Federal grant payments, the Grantee must:

(1) completely executed and submit to UMTA Form DOT-UMTA-6, "Requisition for Grant Payment," in accordance with the instructions contained therein;

(2) submit to UMTA an explanation of the purposes for which costs have been incurred to date or are reasonably expected to be incurred within the requisition period (not more than 30 days after the date of submission). If reimbursement is sought for the purchase of equipment, the Public Body must submit the invoices therefor;

(3) demonstrate or certify that it has supplied local funds adequate, when combined with the Federal payments, to cover all costs to be incurred to the end of the requisition period; and

(4) have submitted all financial and progress reports currently required by this contract.

(b) Payment by the Government. Upon receipt of the requisition form and the accompanying information in satisfactory form, the Government shall process the requisition if the Public Body is complying with its

obligations pursuant to the contract, has satisfied UMTA of its need for the Federal funds requested during the requisition period, and is making adequate progress towards the timely completion of the Project. If all of these circumstances are found to exist, the Government shall reimburse apparent allowable costs incurred (or to be incurred during the requisition period) by the Public Body up to 90% of the Federal share of the total project cost, or the maximum amount of the Federal grant payable through the fiscal year in which the requisition is submitted as stated in the Project Budget, whichever is less. However, reimbursement of any cost pursuant to this section shall not constitute a final determination by the Government of the allowability of such cost and shall not constitute a waiver of any violation of the terms of this contract committed by the Public Body. The Government will make a final determination as to allowability only after a final audit of the project has been conducted. The final 10% of the maximum allowable Federal grant shall not be disbursed until a final audit of the project account has been made by UMTA, unless UMTA determines it is in the best interest of the Government to disburse all or part of this amount prior to the final audit and waives this requirement.

In the event that UMTA determines that the Public Body is not currently eligible to receive any or all of the Federal funds requested, it shall promptly notify the Public Body stating the reasons for such determination.

(c) Disallowed Costs. In determining the amount of the Grant, UMTA will exclude all Project costs incurred by the Public Body prior to the date of this Contract, or prior to the date of the approved budget for the Project, whichever is earlier; costs incurred by the Public Body which are not provided for in the latest approved Budget for the Project; and costs attributable to goods or services received under a contract or other arrangement which has not been concurred in or approved in writing by UMTA.

Section 106. Right of Government to Terminate. Upon written notice to the Public Body, the Government reserves the right to suspend or terminate all or part of the financial assistance herein provided for when the Public Body is, or has been, in violation of the terms of this contract or when UMTA determines that the purposes of the Act would not be adequately served by continuation of Federal financial assistance to the Project. Any failure to make progress which significantly endangers substantial performance of the Project within a reasonable time shall be deemed to be a violation of the terms of this

contract. Termination of any part of the grant will not invalidate obligations properly incurred by the Public Body and concurred in by UMTA prior to the date of termination, to the extent they are noncancellable. The acceptance of a remittance by the Government of any or all Project Funds previously received by the Public Body or the closing out of Federal financial participation in the Project shall not constitute a waiver of any claim which the Government may otherwise have arising out of this Contract.

Section 107. Project Settlement and Close-out. Upon receipt of notice of successful completion of the Project or upon termination by UMTA, UMTA shall perform a final audit of the project to determine the allowability of costs incurred, and shall make settlement of the Federal grant described in Part I of this contract. If UMTA has made payments to the Public Body in excess of the total amount of such Federal grant, the Public Body shall promptly remit such excess to UMTA. The project close-out occurs when UMTA notifies the Public Body and forwards the final grant payment or when an appropriate refund of Federal grant funds has been received from the Grantee and acknowledged by UMTA. Close-out shall be subject to any continuing obligations imposed on the Public Body by this contract or contained in the final notification or acknowledgement from UMTA.

Section 108. Contracts of the Public Body. Except as otherwise authorized in writing by DOT, the Public Body shall not execute any contract or obligate itself in any other manner with any third party with respect to the Project without the prior written concurrence of DOT.

Section 109. Restrictions, Prohibitions, Controls, and Labor Provisions.

(a) Equal Employment Opportunity. In connection with the carrying out of the Project, the Public Body shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Public Body will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following:

employment, upgrading, demotion or transfer, rectuitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Public Body shall insert the foregoing provision (modified only to show the particular contractual relationship) in all of its contracts in connection with the development or operation of the Project, except contracts for standard commercial supplies or raw materials and construction contracts subject to the provisions of Section 109 (b) of this contract, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

(b) Construction Contracts - Nondiscrimination. The Public Body hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the Regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

"During the performance of this contract, the contractor agrees as follows:

'(1) 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, color, religion, 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.

'(2) 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, color, religion, sex, or national origin.

'(3) 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.

'(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.

'(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, 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.

'(6) In the event of the contractor's noncompliance with the non-discrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be cancelled, 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, as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

'(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) 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, as amended, so that such provisions shall 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 non-

compliance: 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.

'The Public Body further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the Public Body so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

"The Public Body agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

'The Public Body further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, as amended, with a contractor debarred from, or who has not demonstrated eligibility for Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Public Body agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Public Body under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Public Body; and refer the case to the Department of Justice for appropriate legal proceedings." "

(c) Title VI - Civil Rights Act of 1964. The Public Body will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (78 Stat. 252), the Regulations of DOT issued

thereunder (CFR Title 49, Subtitle A, Part 21), and the assurance by the Public Body pursuant thereto.

(d) Competitive Bidding. The Public Body shall not award or substantially amend any contract in an amount greater than $2,000 pursuant to the Project, except for professional service contracts, without formal advertising, free, open, and unrestricted competitive bidding, and award to the lowest responsive and responsible bidder, unless UMTA specifically approves some other form of procurement or award to another party upon being satisfied by the Public Body that such action will adequately protect the Government's interests in encouraging competition, optimizing efficient performance of the project and minimizing its cost. Provided, however, the Public Body may issue change orders for construction projects in an amount not exceeding $25,000 at any one time which do not significantly alter the scope of the contract, without regard to the provisions of this section.

(e) Prohibited Interests. Neither the Public Body nor any of its contractors or their subcontractors shall enter into any contract, subcontract, or arrangement in connection with the Project or any property included or planned to be included in the Project, in which any member, officer, or employee of the Public Body or the locality during his tenure or for one year thereafter has any interest, direct or indirect. If any such present or former member, officer, or employee involuntarily acquires or had acquired prior to the beginning of his tenure any such interest, and if such interest is immediately disclosed to the Public Body and such disclosure is entered upon the minutes of the Public Body, the Public Body with the prior approval of DOT, may waive the prohibition contained in this subsection: Provided, That any such present member, officer or employee shall not participate in any action by the Public Body or the locality relating to such contract, subcontract, or arrangement.

The Public Body shall insert in all contracts entered into in connection with the Project or in connection with any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

> "No member, officer, or employee of the Public Body or of the locality during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this subsection shall not be applicable to any agreement between the Public Body and its fiscal depositories, or to any agreement for utility services the rates for which are fixed or controlled by a Governmental agency.

(f) Interest of Members of or Delegates to Congress. No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Grant Contract or to any benefit arising therefrom.

(g) Labor Provisions - Construction. The following provisions shall be applicable to all construction contracts let by the Public Body in carrying out the Project involving $2,000 or more.

(1) Minimum wages. (i) All mechanics and laborers employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amounts due at time of payment computed at wage rates not less than those contained in the wage determination decision of the Secretary of Labor applicable to the Project, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics; and the wage determination decision shall be posted by the contractor at the site of the work in a prominent place where it can be easily seen by the workers. For the purpose of this clause, contributions made or costs reasonably anticipated under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5 (a)(1)(iv). Also for the purpose of this clause, regular contributions made or costs incurred for more than a weekly period under plans, funds, or programs, but covering the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

(ii) The contracting officer shall require that any class of laborers or mechanics, including apprentices and trainees, which is not listed in the wage determination and which is to be employed under the contract, shall be classified conformably to the wage determination, and a report of the action taken shall be sent by DOT to the Secretary of Labor. In the event the interested parties

cannot agree on the proper classification or reclassification of a particular class of laborers and mechanics, including apprentices and trainees, to be used, the question accompanied by the recommendation of the contracting officer, shall be referred to the Secretary of Labor for determination.

(iii) The contracting officer shall require, whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly wage and the contractor is obligated to pay a cash equivalent of such a fringe benefit, an hourly cash equivalent thereof to be established. In the event the interested parties cannot agree upon a cash equivalent of the fringe benefit, the question, accompanied by the recommendation of the contracting officer, shall be referred to the Secretary of Labor for determination.

(iv) The contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing benefits under a plan or program described in a section 1(b)(2)(B) of the Davis-Bacon Act, or any bona fide fringe benefits not expressly listed in section 1(b)(2) of the Davis-Bacon Act, or otherwise not listed in the wage determination decisions of the Secretary of Labor which are incorporated in this contract, only when the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. Whenever practicable, the contractor should request the Secretary of Labor to make such findings before the making of the contract. In the case of unfunded plans and programs, the Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. DOT may withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices and trainees, employed by the contractor or any subcontractor on the work the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic,

including any apprentice or trainee, employed or working on the site of the work, all or part of the wages required by the contract, DOT may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records. (i) Payrolls and basic records relating thereto will be maintained during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records will contain the name and address of each such employee, his correct classification, rates of pay (including rates of contributions or costs anticipated of the types described in section 1(b)(2) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborers or mechanics include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(ii) The contractor will submit weekly a copy of all payrolls to the Public Body for transmission to DOT. The copy shall be accompanied by a statement signed by the employer or his agent indicating that the payrolls are correct and complete, that the wage rates contained therein are not less than those determined by the Secretary of Labor and that the classifications set forth for each laborer or mechanic conform to the work he performed. A submission of the "Weekly Statement of Compliance" which is required under this contract and the Cope-

land regulations of the Secretary of Labor (29 CFR, Part 3) and the filing with the initial payroll or any subsequent payroll of a copy of any findings by the Secretary of Labor under 29 CFR 5.5(a)(1)(iv) shall satisfy this requirement. The prime contractor shall be responsible for the submission of copies of payrolls of all subcontractors. The contractor will make the records required under the labor standards clauses of the contract available for inspection by authorized representatives of DOT and the Department of Labor, and will permit such representatives to inverview employees during working hours on the job.

(4) Apprentices and Trainees.

(A) Apprentices. Apprentices will be permitted to work as such only when they are registered, individually, under a bona fide apprenticeship program registered with a State apprenticeship agency which is recognized by the Bureau of Apprenticeship and Training, United States Department of Labor; or, if no such recognized agency exists in a State, under a program registered with the Bureau of Apprenticeship and Training, United States Department of Labor. The allowable ratio of apprentices to journeymen in any craft classification shall not be greater than the ratio permitted to the contractor as to his entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not a trainee as defined in subparagraph (B) of this paragraph or is not registered as above, shall be paid the wage rate determined by the Secretary of Labor for the classification of work he actually performed. The contractor or subcontractor will be required to furnish to the contracting officer written evidence of the registration of his program and apprentices as well as of the appropriate ratios and wage rates, for the area of construction prior to using any apprentices on the contract work.

(B) Trainees. Trainees will be permitted to work as such when they are bona fide trainees employed pursuant to a program approved by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training, and, where paragraph 4(C) of this section is applicable.

(C) Apprentices and Trainees - Special Provisions. The following contract clauses shall be conditions of each Federal or federally assisted construction contract in excess of $10,000 and the Public Body shall include the clauses, or provide for their inclusion, in each such contract.

"(1) The contractor agrees:

(i) That he will make a diligent effort to hire for the performance of the contract a number of apprentices or trainees, or both, in each occupation, which bears to the average number of the journeymen in that occupation to be employed in the performance of the contract the applicable ratio as determined by the Secretary of Labor;

"(ii) That he will assure that 25 percent of such apprentices or trainees in each occupation are in their first year of training, where feasible. Feasibility here involves a consideration of the availability of training opportunities for first year apprentices; the hazardous nature of the work for beginning workers; and excessive unemployment of apprentices in their second and subsequent years of training.

"(iii) That during the performance of the contract he will, to the greatest extent possible, employ the number of apprentices or trainees necessary to meet currently the requirements of subdivisions (i) and (ii) of this subparagraph.

"(2) The contractor agrees to maintain records of employment of the number of apprentices and trainnes, by trade, apprentices and trainees by first year of tr ining, and of journeymen, and the wages paid and hours of work of such apprentices, trainees and journeymen. The contractor agrees to make these records available for inspection upon request of the Department of Labor and the Department of Transportation.

"(3) The contractor who claims compliance based on the criterion stated in paragraph 1(b) of the "Criteria for Measuring Diligent Effort" (attached to this Contract) agrees to maintain records of employment, as described in §4(C) 2, of this section, on non-Federal and nonfederally assisted construction work done during the performance of this contract in the same labor market area. The contractor agrees to make these records available for inspection upon request of the Department of Labor and the Department of Transportation.

"(4) The contractor agrees to supply one copy of the written notices required in accordance with paragraph 1(c)(1) of the "Criteria for Measuring Diligent Effort" at the request of the Department of Transportation compliance officer. The contractor also agrees to supply at 3-month intervals during performance of the contract and after completion of contract performance a statement describing steps taken toward making a diligent effort and containing a breakdown by craft, of hours worked and wages paid for first year apprentices and trainees, other apprentices and trainees, and journeymen. One copy of the statement will be sent to the Department of Transportation, and one to the Secretary of Labor.

"(5) The contractor agrees to insert in any subcontract under this contract the requirements contained in this paragraph (109 (g) 4(c) (1), (2), (3) and (4)). The attachment "Apprentices and Trainees - Implementation Guidelines-Criteria for Measuring Diligent Effort" shall also be attached to each such contract for the information of the contractor. The term "contractor" as used in such clauses in any subcontract shall mean the subcontractor."

(2) The provisions of this section (4(C)) shall not apply with regard to any contract, if the Department of Transportation finds it likely that making of the contract with the clauses contained in this section will prejudice the national security..

(5) Compliance with Copeland Regulations (29 CFR Part 3). The contractor shall comply with the Copeland Regulations (29 CFR Part 3) of the Secretary of Labor which are herein incorporated by reference.

(6) Contract termination; debarment. A breach of clauses (1) through (5) and (1) may be grounds for termination of the contract, and for debarment as provided in 29 CFR 5.6.

(7) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any laborer or mechanic in any workweek in which he is employed on such work to work in excess of eight hours in any calendar day or in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all hours worked in excess of eight hours in any calendar day or in excess of forty hours in such workweek, as the case may be.

(8) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (7), the contractor and any subcontractor responsible therefor shall be liable to any affected employee for his unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the clause set forth in subparagraph (7), in the sum of $10 for each calendar day on which such employee was required or permitted to work in excess of eight hours or in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (7).

(9) Withholding for liquidated damages. DOT may withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor, such sums as may administratively be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for liquidated damages as provided in the clause set forth in subparagraph (8).

(10) Final Labor Summary. The contractor and each subcontractor shall furnish to the Public Body, upon the

completion of the contract, a summary of all employment, indicating, for the completed project, the total hours worked and the total amount earned.

(11) Final Certificate. Upon completion of the contract, the contractor shall submit to the Public Body with the voucher for final payment for any work performed under the contract a certificate concerning wages and classifications for laborers and mechanics, including apprentices and trainees employed on the project, in the following form:

The undersigned, contractor on

_____
(Contract No.)

hereby certifies that all laborers, mechanics, apprentices and trainees employed by him or by any subcontractor performing work under the contract on the project have been paid wages at rates not less than those required by the contract provisions, and that the work performed by each such laborer, mechanic, apprentice or trainee conformed to the classifications set forth in the contract or training program provisions applicable to the wage rate paid.

Signature and title _____

(12) Notice to the Public Body of Labor Disputes. Whenever the contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the contractor shall immediately give notice thereof, including all relevant information with respect thereto, to the Public Body.

(13) Disputes Clause. (i) All disputes concerning the payment of prevailing wage rates or classifications shall be promptly reported to the Public Body for its referral to DOT for decision or, at the option of the Public Body, DOT referral to the Secretary of Labor. The decision of DOT or the Secretary of Labor as the case may be, shall be final.

(ii) All questions relating to the application or interpretation of the Copeland Act, the Contract Work Hours Standards Act, the Davis-Bacon Act, or Section 13 of the Act shall be sent to UMTA for referral to the Secretary of Labor for ruling or interpretation, and such ruling or interpretation shall be final.

(14) Convict Labor. In connection with the performance of work under this contract the contractor agrees not to employ any person undergoing sentence of imprisonment at hard labor. This does not include convicts who are on parole or probation.

(15) Insertion in Subcontracts. The contractor shall insert in all construction subcontracts the clauses set forth in subsections (1) through (15) of this section so that all of the provisions of this section will be inserted in all construction subcontracts of any tier, and such other clauses as the Government may by appropriate instructions require.

Section 110. Construction Contracts.

(a) Changes in Construction Contracts. Any substantial change in a construction contract shall be submitted to DOT for prior approval. Construction contracts shall include a provision specifying that the above requirement will be met.

(b) Contract Security. The Public Body shall require that each construction contractor furnish a performance bond in an amount at least equal to 100 percent of his contract price as security for the faithful performance of his contract and also a payment bond in an amount not less than 50 percent of his contract price or in a penal sum not less than that prescribed by State, territorial, or local law, as security for the payment of all persons performing labor on the project under its contract and furnishing materials in connection with its contract.

(c) Insurance During Construction. The Public Body shall require that each of its construction contractors and his subcontractors shall maintain, during the life of his contract, Workmen's Compensation Insurance, Public Liability, Property Damage, and Vehicle Liability Insurance in amounts and on terms satisfactory to DOT.

(d) Signs. The Public Body shall cause to be erected at the site of construction, and maintained during construction, signs satisfactory to DOT identifying the Project and indicating that the Government is participating in the development of the Project.

(e) Liquidated Damages Provision. The Public Body shall include in all contracts for construction, a clause satisfactory to DOT providing for liquidated damages, where both (1) DOT may reasonably expect to suffer damages (increased costs on the grant project involved) from the late completion of the construction and (2) the extent or amount of such damages would be difficult or impossible to assess. The assessment for damages shall be at a specified rate per day for each day of overrun in contract time deducted from payments otherwise due the contractor. This rate, which must be satisfactory to DOT, must be specified in the contract.

(f) Provisions of Construction Contracts. In accordance with Section 108 hereof the terms and conditions of each construction contract are subject to prior approval by DOT. In addition to the requirements of this Section 110, each construction contract shall contain, among others, provisions required by subsections (b), (e), (f), and (g) of Section 109 hereof.

(g) Actual Work by Contractor. The Public Body shall require that a construction contractor perform, on the site and with his own staff, work equivalent to at least 10 percent of the total amount of construction work covered by his contract.

(h) Force Account. Costs of construction performed by employees of the Public Body will be disallowed as eligible project costs unless the use of such employees is specifically approved in advance by UMTA.

Section 111. Miscellaneous Provisions.

(a) Air Pollution. No facilities or equipment shall be acquired, constructed, or improved as a part of the Project unless the Public Body obtains satisfactory assurances that they are (or will be) designed and equipped to limit air pollution as provided in the Procedural Guide and in accordance with all other applicable standards.

(b) How Contract Affected by Provisions Held Invalid. If any provision of this Contract is held invalid, the remainder of this Contract shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

(c) Bonus or Commission. The Public Body warrants that it has not paid, and also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the Grant hereunder.

(d) State or Territorial Law. Anything in the Grant Contract to the contrary notwithstanding, nothing in the Grant Contract shall require the Public Body to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable State or territorial law: Provided, That if any of the provisions of the Grant Contract violate any applicable State or territorial law, or if compliance with the provisions of the Grant Contract would require the Public Body to violate any applicable State or territorial law, the Public Body will at once notify DOT in writing in order that appropriate changes and modifications may be made by DOT and the Public Body to the end that the Public Body may proceed as soon as possible with the Project.

(e) Use of Public Lands. No publicly owned land from a park, recreation area, or wildlife and waterfowl refuge of national, State, or local significance as determined by the Federal, State, or local officials having jurisdiction thereof, or any land from an historic site of national, State, or local significance as so determined by such officials may be used for the project without the prior concurrence of DOT.

Section 112. Patent Rights.

(a) Whenever any invention, improvement, or discovery (whether or not patentable) is conceived or for the first time actually reduced to practice, by the Public Body or its employees, in the course of, in connection with, or under the terms of this contract, the Public Body shall immediately give the Administrator of the Urban Mass Transportation Administration, or his authorized representative written notice thereof; and the Administrator shall have the sole and exclusive power to determine whether or not and where a patent application shall be filed, and to determine the disposition of all rights in such invention, improvement, or discovery, including title to and rights under any patent application or patent that may issue thereon. The determination of the Administrator on all these matters shall be accepted as final, and the Public Body agrees that it will, and warrants that all of its employees who may be the inventors will, execute all documents and do all things necessary or proper to the effectuation of such determination.

(b) Except as otherwise authorized in writing by the Administrator or his authorized representative, the Public Body shall obtain patent agreements to effectuate the provisions of this clause from all persons who perform any part of the work under this contract, except such clerical and manual labor personnel as will have no access to technical data.

(c) Except as otherwise authorized in writing by the Administrator or his authorized representative, the Public Body will insert in each third-party contract having design, test, experimental, developmental, or research work as one of its purposes, provisions making this clause applicable to the third-party contractor and its employees.

(d) If the Government obtains patent rights pursuant to this clause of this contract, the Public Body and the third-party contractor shall be offered license rights thereto on terms at least as favorable as those offered to any other party. However, in the event no effective steps have been taken by the Public Body or the third-party contractor or any other party within 3 years after issuance of a patent under which the Government acquires rights pursuant to this clause to bring the claimed invention to the point of practical application, the Government's obligation to offer a license pursuant to this clause shall terminate, and any license already granted to the Public Body of the Third-party contractor pursuant to this clause shall be revoked unless the Public Body or the third-party contractor can show cause as to why such license shall not be revoked.

(e) In the event no inventions, improvements, or discoveries (whether or not patentable) are conceived, or for the first time actually reduced to practice by the Public Body, its employees, its third-party contractors, or their employees, in the course of, in connection with, or under the terms of this contract, the Public Body shall so certify to the Administrator or his authorized representative, no later than the date on which the final report of work done, is due.

(f) If the Public Body or the third-party contractor is permitted to file patent applications pursuant to this clause of this contract, the following statement shall be included within the first paragraph of the specification of any such patent application or patent:

"The invention described herein was made in the course of, or under, a grant from the Department of Transportation."

(g) In the event the Public Body or the third-party contractor is permitted to acquire principal rights pursuant to this clause and fails to take effective steps within 3 years after issuance of a patent on any patent applications permitted to be filed pursuant to this clause, to bring the claimed invention to the point of practical application, the Administrator or his authorized representative may revoke such rights, or require the assignment of such rights, to the Government.

(h) The Administrator or his authorized representative shall, before the expiration of three (3) years after final payment under this grant, have the right to examine any books, records, documents, and other supporting data of the Public Body which the Administrator or his authorized representative shall reasonably deem directly pertinent to the discovery or identification of inventions falling within the criteria set out in paragraph (a), or to compliance by the Public Body with the requirements of this clause. The Administrator or his authorized representative shall, during the period specified above, have the further right to require the Public Body to examine any books, records, documents, and other supporting data of the third-party contractor which the Public Body shall reasonably deem directly pertinent to the discovery or identification of inventions falling within the criteria set out in paragraph (a) or to compliance by the third-party contractor with the requirements of the patent rights clause of the third-party contract.

Section 113. Rights in Data.

(a) The term "subject data" as used herein means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under this contract. The term includes graphic or pictorial delineations in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term does not include financial reports, cost analyses, and similar information incidental to contract administration.

(b) All "subject data" first produced in the performance of this contract shall be the sole property of the Government. The Public Body agrees not to assert any rights at common law or equity and not to establish any claim to statutory copyright in such data. Except for its own internal use, the Public Body shall not publish or reproduce such data in whole or in part, or in any manner or form, nor authorize others to do so, without the written consent of the Government until such time as the Government may have released such data to the Public.

(c) The Public Body agrees to grant and does hereby grant to the Government and to its officers, agents, and employees acting within the scope of their official duties, a royalty-free, nonexclusive, and irrevocable license throughout the world (1) to publish, translate, reproduce, deliver, perform, use, and dispose of, in any manner, any and all data not first produced or composed in the performance of this contract but which is incorporated in the work furnished under this contract; and (2) to authorize others so to do.

(d) The Public Body shall indemnify and save and hold harmless the Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Public Body of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reporduction, delivery, performance, use, or disposition of any data furnished under this contract.

(e) Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.

(f) In the event that the project, which is the subject of this contract, is not completed, for any reason whatsoever, all data generated under that project shall become subject data as defined in the Rights in Data clause in this Contract and shall be delivered as the Government may direct. This clause shall be included in all third-party contracts under the project.

(g) Paragraphs (c) and (d) above are not applicable to material furnished to the Public Body by the Government and incorporated in the work furnished under the contract: Provided, Such incorporated material is identified by the Public Body at the time of delivery of such work.

CONTRACT SUMMARY AND ENDORSEMENT

DATE

TO THE LAW DEPARTMENT

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.	CONTRACTOR	AMOUNT OF AWARD	ANNUAL SURETY BOND
S-220	Construction Management Systems		
LAW DEPT. NO. S-3835			
GTO NO.			

DESCRIPTION

PERIOD COVERED

REQUISITION NOS.

ENDORSEMENT

OFFICE OF THE DIRECTOR OF FINANCE—ACCOUNTING DIVISION

Examined:

James Reeves 8-29-75
(For the Director of Finance) (Date)

OFFICE OF THE CITY CONTROLLER

Examined:

(For the City Controller) (Date)

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.

Francis J. Lindinger 9-2-75
(For the Director of Finance) (Date)

(For the City Controller) (Date)

P. O. NO.	ACCOUNT CODES	DEPARTMENT OR AGENCY	AMOUNT
M51515	2175 20 51 48 250 NO	Public Property	38,800,00

37

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION
Harrisburg, Pennsylvania 17120

July 23, 1975

IN REPLY REFER TO

Mr. Robert Silver, Commissioner
Department of Public Property
City of Philadelphia
1020 Municipal Services Building
Philadelphia, Pennsylvania 19107

Dear Mr. Silver:

We are pleased to inform you that your Capital Project, PT-94 has been approved for funding by the Pennsylvania Transportation Assistance Authority. The PTAA base of $9,526,000, 1/6 of the project total of $57,144,571, will be available to you as soon as a contract has been executed.

Please arrange to have your legal counsel contact Gareth Rosenau of our Office of Chief Counsel at (717) 783-8120 to expedite the processing of the contract.

If we can be of further assistance please let me know.

Sincerely yours,

William C. Underwood

William C. Underwood, Director
Bureau of Mass Transit Systems

RECEIVED
'78 FEB 15 AM 10:50
CHIEF CLERK'S OFFICE
PUBLIC UTILITY
COMMISSION

DOCUMENT FOLDER

CITY OF PHILA.
EXHIBIT NO 26

DOCKETED
APPLICATION DOCKET
FEB 15 1978
ENTRY No.

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION
HARRISBURG, PENNSYLVANIA 17120

OFFICE OF
SECRETARY OF TRANSPORTATION

January 20, 1976

Honorable Robert Silver, Commissioner
Department of Public Property
1020 Municipal Services Building
Philadelphia, Pennsylvania 19107

Dear Mr. Silver:

Subject: PT-94, Airport High Speed Line

We are pleased to inform you that your grant application amendment has been approved by our office for an additional $1,040,000. This figure, when added to the current $9,526,000 approved for this project, represents the Commonwealth's one-sixth share of the new total project cost less contingencies.

If you have not previously requested a change in our Transportation Program to reflect the new costs, please do so. Once programmed and budgeted, your supplemental grant request will be submitted to the Office of the Budget for approval and then to the Pennsylvania Transportation Assistance Authority (PTAA). Upon approval by PTAA, contracts will be amended and additional funds will be available to you.

It is our intention to request additional funds be provided in the 1976-77 Capital Budget.

Your supplementary grant request will be fully supported through these various steps. If we can be of further assistance, please let me know.

Respectfully yours,

E. L. TENNYSON
Deputy Secretary
Local and Area Transportation

JAN 29 197

'78 FEB 15 A
SECRETARY'S OFFICE
PUBLIC UTILITY
COMMISSION

PA. P. U. C.
A. 98061
Ph: 1a DATE: 1/18/78
EXHIBIT City 27
REPORTER: VARALLO

THIS AGREEMENT made this 28 day of March A.D. 1977, by and between PHILADELPHIA ELECTRIC COMPANY, a Corporation of the Commonwealth of Pennsylvania, hereinafter called "Electric" of the first part and CITY OF PHILADELPHIA, a municipal corporation of the Commonwealth of Pennsylvania, hereinafter called "City" of the second part.

WHEREAS, Electric owns a certain strip of ground adjoining the Chester Branch of Reading and proposes to construct thereon a part of its 230 KV transmission line which shall extend between its Grays Ferry Substation to its Eddystone Generating Station; and

WHEREAS, City proposes to construct a part of its proposed Airport High Speed Line on the said Chester Branch of Reading, which shall parallel said property of Electric from 60th Street to south of 92nd Street and requires the use of a part of Electric's ground for its facilities and the pipe lines of Mobil Oil Corporation and Arco Oil Corporation; and

WHEREAS, said Airport High Speed Line will require electrification and it has been ascertained that joint construction of the said 230 KV transmission line and the said Airport High Speed Line electrification hereinafter referred to as "joint electrification", along a common corridor is practicable and as a result could incorporate some economic and aesthetic advantages; and

WHEREAS, Electric is agreeable to grant to City the rights necessary to utilize said ground of Electric and is also agreeable to said joint electrification;

DOCUMENT FOLDER

NOW, THEREFORE, WITNESSETH, it is mutually understood and agreed as follows:

DOCKETED
APPLICATION DOCKET
FEB 1 1978
ENTRY No. 1

CITY OF PHILA.
EXHIBIT NO 27

1. Easement rights necessary to accommodate said Airport High Speed Line and Mobil Oil Corporation and Arco Oil Corporation pipe lines on Electric's property shall be granted by Electric to City and the respective companies and Electric will dedicate to the City for a consideration of ONE DOLLAR ($1.00), two (2) parcels of ground located in the vicinity of 63rd Street and 70th Street. The easements and dedication shall be UNDER and SUBJECT to the following:

(a) approval, if any, of the Pennsylvania Public Utility Commission as may be required by law;

(b) Electric's use and also Gulf Oil Corporation's use, in accordance with Agreement dated July 24, 1973;

(c) to the lien of the First and Refunding Mortgage dated as of May 1, 1923, of The Counties Gas and Electric Company (to which Philadelphia Electric Company 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 Philadelphia Electric Company and other and additional bonds which may hereafter be issued and outstanding under said mortgage as so amended and supplemented.

The costs of such easement rights shall be borne by the City and shall be based on the per acre cost to Electric of property condemned from the Redevelopment Authority of the City of Philadelphia at this location; Electric shall, however, credit easement costs to City on a per acre basis for the easement rights acquired from Reading or others by City for Electric, if necessary, for the said joint electrification or other use. In no event shall Electric be obligated to pay for additional easement rights.

2. At the present time, Electric has as occupants of a portion of its property, the Gulf Oil Corporation and the Pennsylvania Department of Transportation. To the extent that the facilities or operations of these occupants may be affected by the construction of said Airport High Speed Line, Electric agrees to cooperate with City to secure any subsidiary agreement with these occupants in order to permit City to construct said Airport High Speed Line. Any cost related to adjustment of the facilities or operations of these occupants will be borne by City.

3. Electric agrees to said joint electrification provided:

(a) City shall obtain for Electric all necessary perpetual easement rights on property of Reading in order to accommodate said joint electrification which rights shall be granted at no cost and expense to Electric, but shall be credited pro-rata as more particularly provided in paragraph 1 herein.

(b) Electric shall in no way be obligated to pay any costs exceeding those estimated to build an independent 230 KV transmission line on its property.

(c) Electric and City enter into a separate Agreement setting forth all terms and conditions for said joint electrification.

4. The actual construction of said Airport High Speed Line shall be done in such a manner as to maintain continuity of Electric's facilities.

5. Any construction of Electric's facilities must be done in such a manner as to maintain continuity of service on the Reading (Chester Branch) Railroad and the Airport High Speed Line system.

6. Construction of any Electric facility shall be reserved to Electric. Electric will permit any work on the Airport High Speed Line facilities to be done by City or its agent.

7. Construction of any railroad facilities shall be done with proper protection to Electric's facilities.

8. Each party shall construct, own, operate and maintain its facilities. Electric shall own and maintain any structure(s) jointly used and City shall contribute to the costs of structure(s) as determined under joint electrification agreement referred to in 3(c) above.

9. City hereby agrees to reimburse Electric for any and all costs incurred in connection with relocation of Electric's facilities necessitated due to the construction of the Airport High Speed Line, as set forth in Schedule "A" attached hereto or any additions thereto.

10. Electric hereby agrees to indemnify, defend and hold harmless City from any and all occurrences caused by Electric or its contractors upon the jointly occupied property. Conversely, City hereby agrees to indemnify, defend and hold harmless Electric from any and all occurrences caused by City or its contractors upon the jointly occupied property. In the event there is contributory negligence on the part of Electric and City, any liability shall be assumed on a 50-50 basis.

11. Electric agrees to permit City to:

(a) erect fencing of a type and design satisfactory to Electric's Engineering Department, along the entire length of Electric's southerly property line as same is affected by the Airport High Speed Line;

(b) landscape property of Electric in the vicinity of the Airport High Speed Line, subject however to approval thereof by Electric's Appearance Coordinating Committee.

12. In the event that the said Airport High Speed Line is subsequently abandoned by City, all rights affecting the property of Electric shall be extinguished whereupon a Release will be executed by City abrogating the easements in its entirety, thereby rendering the property of Electric free and clear thereof.

13. Electric shall file a copy of this Agreement with the Pennsylvania Public Utility Commission, promptly upon the execution thereof; the 33rd day after such filing shall be the effective date hereof, unless prior to such date, proceedings shall be initiated as provided in Section 911 of the Pennsylvania Public Utility Law; and in the event of the institution of such proceedings then this Agreement shall become effective as to Electric only after approval by the Pennsylvania Public Utility Commission.

This Agreement shall be binding on the parties hereto for a period of five (5) years from the date of execution or such time as the City provides Electric with notice of its intention to utilize said property for construction of said Airport High Speed Line, at which time it shall submit to Electric, for Electric's approval, plans showing the location of said High Speed Line facilities on Electric's property in relation to Electric's facilities on

its property.

This Agreement is subject to such appropriate ordinance or ordinances as may be necessary to implement the conditions set forth above.

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

APPROVED
ENG
OR
F

Attest:

PHILADELPHIA ELECTRIC COMPANY

Secretary

BY
Vice-President

Attest:

CITY OF PHILADELPHIA

BY

Approved as to form
SHELDON L. ALBERT
City Solicitor
Per
Deputy City Solicitor

Ordinance Bill No 90
Dec 6 1976

SCHEDULE "A"

RELOCATION OF PHILADELPHIA ELECTRIC COMPANY FACILITIES FOR PROPOSED AIRPORT HIGH SPEED LINE

Airport High Speed Line Stationing	
213+00 to 214+00	Relocate control house, access drive, and other facilities at Elmwood Substation.
255+50 to 260+40	Raise 230 kv transmission line conductors in the vicinity of the new 63rd Street bridge.
299+40 to 308+70	Raise 230 kv transmission line conductors in the vicinity of the new 70th Street bridge.
335+60 to 336+60	Raise 230 kv transmission line conductors at Island Road Substation.
255+50 to 437+00	Relocate 13.2 kv distribution lines at all bridge crossings and between 63rd Street and the proposed AHSL crossing of Bartram Avenue.
214+00	Raise crossarms and conductor of the Eddystone-Waneeta 138 ky line in the vicinity of Elmwood Substation. (Design prepared by others.)
230+80 to 236+50	Relocate 13.2 kv distribution line at relocated Penn Central 60th Street freight branch.
Stationing determined by Final Design	Relocation or modification of any transmission or distribution facility where conflicts may occur as design progresses.

(Bill No. 90)

AN ORDINANCE

Authorizing the Commissioner of Public Property to enter into an agreement, on behalf of the City of Philadelphia, with the Philadelphia Electric Company, granting to and receiving from the Philadelphia Electric Company certain easement rights necessary for the construction of a joint electrification transmission line along part of the proposed Airport High Speed Line, under certain terms and conditions.

The Council of the City of Philadelphia hereby ordains:

SECTION 1. The Commissioner of Public Property is hereby authorized to enter into an agreement, on behalf of the City of Philadelphia, with the Philadelphia Electric Company granting to and receiving from the Philadelphia Electric Company certain easement rights necessary for the construction of a joint electrification line along part of the proposed Airport High Speed Line. This agreement shall be substantially in the following form:

THIS AGREEMENT made this day of , A.D. 1975, by and between PHILADELPHIA ELECTRIC COMPANY, a Corporation of the Commonwealth of Pennsylvania, hereinafter called "Electric" of the first part and CITY OF PHILADELPHIA, a municipal corporation of the Commonwealth of Pennsylvania, hereinafter called "City" of the second part.

WHEREAS, Electric owns a certain strip of ground adjoining the Chester Branch of Reading and proposes to con-

struct thereon a part of its 230 KV transmission line which shall extend between its Grays Ferry Substation to its Eddystone Generating Station; AND

WHEREAS, City proposes to construct a part of its proposed Airport High Speed Line on the said Chester Branch of Reading, which shall parallel said property of Electric from 60th Street to south of 92nd Street and requires the use of a part of Electric's ground for its facilities and the pipe lines of Mobil Oil Corporation and Arco Oil Corporation; AND

WHEREAS, said Airport High Speed Line will require electrification and it has been ascertained that joint construction of the said 230 KV transmission line and the said Airport High Speed Line electrification hereinafter referred to as "joint electrification", along a common corridor is practicable and as a result could incorporate some economic and aesthetic advantages; AND

WHEREAS, Electric is agreeable to grant to City the rights necessary to utilize said ground of Electric and is also agreeable to said joint electrification;

NOW, THEREFORE, WITNESSETH, it is mutually understood and agreed as follows:

1. Easement rights necessary to accomodate said Airport High Speed Line and Mobil Oil Corporation and Arco Oil Corporation pipe lines on Electric's property shall be granted by Electric to City and the respective companies and Electric will dedicate to the City for a consideration of ONE DOLLAR ($1.00), two (2) parcels of ground located in the vicinity of 63rd Street and 70th Street. The easements and dedication shall be UNDER and SUBJECT to the following:

(a) approval, if any, of the Pennsylvania Public Utility Commission as may be required by law;

(b) Electric's use and also Gulf Oil Corporation's use, in accordance with Agreement dated July 24th, 1973;

(c) to the lien of the First and Refunding Mortgage dated as of May 1, 1923, of The Counties Gas and Electric Company (to which Philadelphia Electric Company 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 Philadelphia Electric Company and other and additional bonds which may hereafter be issued and outstanding under said mortgage as so amended and supplemented.

The costs of such easement rights shall be borne by the City and shall be based on the per acre cost to Electric of property condemned from the Redevelopment Authority of the City of Philadelphia at this location; Electric shall, however, credit easement costs to City on a per acre basis for the easement rights acquired from Reading or others by City for Electric, if necessary, for the said joint electrification or other use. In no event shall Electric be obligated to pay for additional easement rights.

2. At the present time, Electric has as occupants of a portion of its property, the Gulf Oil Corporation and the Pennsylvania Department of Transportation. To the extent that the facilities or operations of these occupants may be affected by the construction of said Airport High Speed Line, Electric agrees to cooperate with City to secure any subsidiary agreement with these occupants in order to permit City to construct said Airport High Speed Line. Any cost related to adjustment of the facilities or operations of these occupants will be borne by City.

3. Electric agrees to said joint electrification provided:

(a) City shall obtain for Electric all necessary perpetual easement rights on property of Reading in order to accommodate said joint electrification which rights shall be granted at no cost and expense to Electric, but shall be credited pro-rata as more particularly provided in paragraph 1 herein.

(b) Electric shall in no way be obligated to pay any costs exceeding those estimated to build an independent 230 KV transmission line on its property.

(c) Electric and City enter into a separate Agreement setting forth all terms and conditions for said joint electrification.

4. The actual construction of said Airport High Speed Line shall be done in such a manner as to maintain continuity of Electric's facilities;

5. Any construction of Electric's facilities must be done in such a manner as to maintain continuity of service on the Reading (Chester Branch) Railroad and the Airport High Speed Line system;

6. Construction of any Electric facility shall be reserved to Electric. Electric will permit any work on the Airport High Speed Line facilities to be done by City or its agent.

7. Construction of any railroad facilities shall be done with proper protection to Electric's facilities;

8. Each party shall construct, own, operate and maintain its facilities. Electric shall own and maintain any structure(s) jointly used and City shall contribute to the costs of structure(s) as determined under joint electrification agreement referred to in 3(c) above.

9. City hereby agrees to reimburse Electric for any and all costs incurred in connection with relocation of Electric's

facilities necessitated due to the construction of the Airport High Speed Line, as set forth in Schedule "A" attached hereto or any additions thereto.

10. Electric hereby agrees to indemnify, defend and hold harmless City from any and all occurrences caused by Electric or its contractors upon the jointly occupied property. Conversely, City hereby agrees to indemnify, defend and hold harmless Electric from any and all occurrences caused by City or its contractors upon the jointly occupied property. In the event there is contributory negligence on the part of Electric and City, any liability shall be assumed on a 50-50 basis;

11. Electric agrees to permit City to:

(a) erect fencing of a type and design satisfactory to Electric's Engineering Department, along the entire length of Electric's southerly property line as same is affected by the Airport High Speed Line;

(b) landscape property of Electric in the vicinity of the Airport High Speed Line, subject however to approval thereof by Electric's Appearance Coordinating Committee.

12. In the event that the said Airport High Speed Line is subsequently abandoned by City, all rights affecting the property of Electric shall be extinguished whereupon a Release will be executed by City abrogating the easements in its entirety, thereby rendering the property of Electric free and clear thereof.

13. Electric shall file a copy of this Agreement with the Pennsylvania Public Utility Commission, promptly upon the execution thereof; the 33rd day after such filing shall be the effective date hereof, unless prior to such date, proceedings shall be initiated as provided in Section 911 of the

Pennsylvania Public Utility Law; and in the event of the institution of such proceedings then this Agreement shall become effective as to Electric only after approval by the Pennsylvania Public Utility Commission.

This Agreement shall be binding on the parties hereto for a period of five (5) years from the date of execution or such time as the City provides Electric with notice of its intention to utilize said property for construction of said Airport High Speed Line, at which time it shall submit to Electric, for Electric's approval, plans showing the location of said High Speed Line facilities on Electric's property in relation to Electric's facilities on its property.

This Agreement is subject to such appropriate ordinance or ordinances as may be necessary to implement the conditions set forth above.

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

PHILADELPHIA ELECTRIC COMPANY

Attest: ..... By .....
Secretary *Vice-President*

CITY OF PHILADELPHIA

Attest: ..... By .....

"SCHEDULE A"

RELOCATION OF PHILADELPHIA ELECTRIC COMPANY

FACILITIES FOR PROPOSED AIRPORT HIGH SPEED LINE

Airport High Speed Line Stationing	
213+00 to 214+00	Relocate control house, access drive, and other facilities at Elmwood Substation.
255+50 to 260+40	Raise 230 kv transmission line conductors in the vicinity of the new 63rd Street bridge.
299+40 to 308+70	Raise 230 kv transmission line conductors in the vicinity of the new 70th Street bridge.
335+60 to 336+60	Raise 230 kv transmission line conductors at Island Road Substation.
255+50 to 437+00	Relocate 13.2 kv distribution lines at all bridge crossings and between 63rd Street and the proposed AHSL crossing of Bartram Avenue.
214+00	Raise crossarms and conductor of the Eddystone-Waneeta 138 kv line in the vicinity of Elmwood Substation. (Design prepared by others.)
230+80 to 236+50	Relocate 13.2 kv distribution line at relocated Penn Central 60th Street freight branch.
Stationing determined by Final Design	Relocation or modification of any transmission or distribution facility where conflicts may occur as design progresses.

SECTION 2. The City Solicitor shall include in the agreement such other terms and conditions he deems necessary or appropriate to protect the best interests of the City of Philadelphia.

APP. NO. 579—B

CERTIFICATION: This is a true and correct copy of the original Ordinance approved by the Mayor on

DEC 6 1976

Leslie K. Sawyer Jr.

Chief Clerk of the Council

RECEIVED
PUBLIC UTILITY COMMISSION
FEB 15 AM

AGREEMENT

THIS AGREEMENT entered into this 23rd day of November 1977 by and between THE BELL TELEPHONE COMPANY OF PENNSYLVANIA, a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, and having its principal office in the City of Philadelphia, Pennsylvania, (hereinafter referred to as "Bell") and the CITY OF PHILADELPHIA, a municipal corporation of the first class, organized and existing under the laws of the Commonwealth of Pennsylvania (hereinafter referred to as "City").

W I T N E S S E T H T H A T:

WHEREAS, City is actively engaged for the public welfare in the promotion and improvement of local public mass transportation service to, from, and within its corporate limits; and

WHEREAS, in order to improve the existing regional mass transportation railroad passenger service, it is desirable that commuter service be extended to Philadelphia International Airport (hereinafter sometimes referred to as "Project"); and

WHEREAS, because of the uniqueness and nature of Project, which is estimated to cost $68,800,000.00, the City desires to proceed as expeditiously as possible so that any delay which might jeopardize the commencement and/or completion of project may be avoided; and

WHEREAS, in pursuance of the construction of said Project, it will be necessary that Bell remove, relocate, construct and/or alter various of its equipment and facilities in order to accommodate the construction of said Project; and

WHEREAS, Bell represents that its presently existing equipment and facilities in the Project area are now, and will be for the foreseeable future, adequate to serve the needs of its ratepayers and Bell would not alter or modify said equipment and facilities were it not for the construction of the Project; and

DOCUMENT FOLDER

PA. P. U. C.
A. 98061
Phila DATE: 1/13/78
EXHIBIT City 28
REPORTER: VARALLO

CITY OF PHILA.
EXHIBIT NO 28

DOCKETED
APPLICATION DOCKET
FEB 16 1978
ENTRY No. 1

WHEREAS, both parties under ordinary circumstances, would litigate, inter alia, the issue as to liability for payment of the costs of removal, relocation, construction and/or alteration of Bell's facilities, as set forth generally in Exhibit "A", (consisting of 4 pages marked A-1, A-2, A-3 and A-4), hereto attached; and

WHEREAS, in order to avoid costly and time-consuming regulatory and legal proceedings, the parties hereto desire to amicably adjust and settle their differences and disputes without prejudice to either party to assert their respective rights and contentions in other and future matters.

NOW THEREFORE, the parties hereto, their successors and assigns, in consideration of the mutual promises, covenants, terms, agreements and conditions herein contained, do mutually agree as follows:

1. Bell, in order to accommodate the construction of the Project, agrees to remove, relocate, construct and/or alter its equipment and facilities, shown generally in Exhibit "A", attached hereto and made a part hereof, presently located in, at or adjacent to the Project areas at 58th Street, Lindbergh Boulevard, 63rd Street and 70th Street (hereinafter referred to as "the Areas"), if and when requested in writing by the City, and upon meeting the requirements of Section 911 of the Pennsylvania Public Utility Law, (Act of May 28, 1937, P.L. 1053, as amended), and upon the issuance of an appropriate Order by the Pennsylvania Public Utility Commission in Application Docket No. 98061 specifically approving the City's then available construction plans for the Project and allocating costs in accordance with the terms and conditions of this Agreement. The general nature of said work is indicated in Exhibit "A". The cost of the aforesaid removal, relocation, construction and/or alteration of Bell's equipment and facilities is, at present, estimated by Bell to be $150,000.00.

This estimate assumes that Bell will be permitted to utilize its employees and contractors on a normal work day, normal work week basis and Bell shall not be required to perform work on an overtime basis without prior written request by the Commissioner of Public Property. It is agreed that "overtime work", for purposes of this Agreement, shall not include those situations or work activities which Bell is presently required by the City or Commonwealth or other authority to perform outside normal business hours or on weekends.

the aforesaid removal, relocation, construction and/or alteration of Bell's equipment and facilities when performed on a normal work day, normal work week basis in, at or adjacent to the Project Areas, necessary to accommodate the construction of the Project or any portion thereof, including, but not limited to, costs of engineering, overheads, materials furnished and work performed by Bell or by others on Bell's behalf, but exclusive of betterment or salvage, if any. City agrees to pay Bell one hundred percent (100%) of the actual premium time differential costs for all overtime hours where the work involved was requested to be performed on an overtime basis by the Commissioner of Public Property. In addition, City agrees to pay Bell fifty percent (50%) of the actual straight time costs associated with the requested overtime work. Bell agrees to pay the remaining fifty percent (50%) of said costs except as further provided in Sections 3 and 17 hereinafter.

3. Should City desire, or should it become necessary for any reason, to abandon or discontinue the construction of the Project, or any portion thereof, City agrees to pay Bell one hundred percent (100%) of Bell's actual costs, as defined in Section 2 above, which Bell has expended or will be required to expend for the removal, relocation, construction and/or alteration of Bell's equipment and facilities, including the cost of completing any section of work then in progress, in order to restore the system to a whole and reliable operating condition, guarantee continuation of service to Bell's customers and protect Bell's facilities and equipment and make them safe to the public.

4. (a) Before any partial or final payment by City shall be made under this Agreement, Bell shall submit copies of its ledger sheets and contractor invoices to City. It is understood that Bell will submit its bills substantially in the form attached hereto and marked Exhibit "B", consisting of 2 sheets marked "B-1" and "B-2."

All requests for reimbursement shall be certified by Bell to be true and correct and that all costs included therein are fair and reasonable and have actually been incurred pursuant to this Agreement.

(b) Payment under this Agreement for City's share of the actual costs may, at the option of Bell, be made by City to Bell upon completion of the removal, relocation, construction and/or alteration of Bell's equipment

days of City's receipt and verification of Bell's certified periodic prorated bill for same, provided that each such periodic prorated bill shall be submitted by Bell at intervals of not less than sixty (60) days with the understanding and agreement that each such periodic bill is merely a partial payment subject to adjustment in a final statement of costs to be submitted by Bell to City and Pennsylvania Public Utility Commission for certification by Pennsylvania Public Utility Commission and upon certification, the parties will make necessary adjustments and payments, if any, between themselves in accordance with the terms of this Agreement.

(c) In the event the parties fail to agree with respect to any amount(s) to be reimbursed in either interim payments or the final statement of costs, the matter shall be submitted to the Pennsylvania Public Utility Commission for determination and certification.

(d) Exhibit "B" shall reflect the cost of materials, engineering and plant labor, transportation and other general loading amounts that are recorded on Bell's books at the time the work is done as well as other applicable costs that will be added to the computer print-out manually, and, to the extent they have not already been included in the periodic billing, any other applicable costs will be added in the final billing.

(e) The City agrees that Bell shall have the right to stop work on this Project under the provisions of Section 17(b) if any bill presented to the City by Bell in accordance with Section 4(a) hereof is not paid within sixty (60) days after presentation. Said obligation of the City to pay Bell within sixty (60) days of presentation of bills by Bell shall not be contingent upon outcome of any audits made prior to the final audit. Any claim by City that any bill submitted by Bell is not in accordance with Section 4(a) above, shall be submitted to Bell within fifteen (15) days after receipt of the bill. Bell shall have fifteen (15) days after receipt of any such claim to provide a satisfactory answer or explanation in response to the City's claim. In any event the City shall pay any amounts included in such bill(s) that are not in dispute within the aforementioned sixty (60) day period, in which case Bell shall not have the right to stop work.

(f) It is expressly understood that the sum of any and all payments to or on behalf of Bell by City under this Agreement shall not exceed $125,000.00 under Section 2, and shall not exceed $250,000.00 under Section 3. Said amounts are based upon design drawings submitted by City to Bell on or before November, 1977 as shown in Exhibit "A," and are contingent upon Bell being permitted to commence its said relocation work at each of the Project Areas on or before October 1, 1979 in accordance with this Agreement. If said work cannot be commenced on or before said date in accordance with this Agreement, or in the event that City makes any design changes with respect to the Project or any portion thereof which materially alters Bell's relocation work, the parties agree that Bell has the right to revise its estimate of costs in which case the amounts in Sections 1 and 4(f) hereof shall be changed by appropriate written revisions to this Agreement. Any revision thereof shall be subject to review and approval by the City. If the parties shall fail to agree to an appropriate revision within 60 days of the submission thereof by Bell, the matter shall be submitted to the Pennsylvania Public Utility Commission for determination.

5. City hereby grants permission to Bell to enter all City streets necessary for the removal, relocation, construction and/or alteration of Bell's equipment and facilities set forth generally in Exhibit "A" and City agrees to issue, under and subject to the terms and conditions of this Agreement, to Bell upon Bell's application, any necessary permits incident to Bell's aforesaid work, provided such application(s) are in conformity with applicable City Codes.

6. Barring causes beyond its control, including but not limited to strikes, Acts of God, and material shortages, and subject to the City's cooperation in furnishing information and approvals in a timely manner, Bell will undertake to perform and complete, in an efficient manner, the removal, relocation, construction and/or alteration of its affected equipment and facilities so as to conform to the City's construction schedule for the Project.

7. City agrees to join with Bell in filing an executed copy of this Agreement with the Pennsylvania Public Utility Commission in accordance with Section 911 of the Public Utility Law of 1937, P.L. 1053, as amended, and that this Agreement shall become valid and effective when it has been on file

shall institute proceedings under Section 911 of the Public Utility Law of 1937, P.L. 1053, as amended, in which case this Agreement shall become effective if and when the Commission approves this Agreement whether before or after the expiration of the aforementioned thirty (30) day period.

8. City agrees that it shall, as soon as practicable, petition the Pennsylvania Public Utility Commission and request that, with or without the necessity of a hearing, an Order be issued in Application Docket No. 98061 specifically (1) approving City's then available construction plans for the Project and (2) allocating the costs thereof as between City and Bell in accordance with the terms and conditions of this Agreement.

9. City will, immediately upon the effective date of this Agreement, pay to Bell the sum of $15,000.00 which sum shall be credited toward any sums later determined to be due Bell under the terms and conditions of this Agreement. It is understood and agreed that unless and until Bell receives said amount it is under no obligation to and will not in fact undertake to perform any relocation work in connection with this Project.

10. The parties hereto further covenant and agree that this Agreement relates to this Project only, and that this Agreement is made without prejudice or waiver of the rights of the parties in any other project, and that neither party shall, in the future, cite this Agreement as legal or other precedent in any other proceeding or matter whatsoever.

11. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

12. Wherever, in this Agreement, there shall appear a reference to relocation work or any Bell removal, relocation, construction and/or alteration of its equipment and facilities in connection with the Project, it shall mean all Bell removals, relocations, constructions and/or alterations of its equipment and facilities located in, at, or adjacent to the Project Areas, which may be required as a result of approved construction plans for the Project including, but not limited to, the relocations specified in Exhibit "A"; and approved construction plans shall mean construction plans which shall have received the necessary approval of any appropriate federal, state or local governmental agency.

13. In the performance of this Agreement, Bell shall not discriminate nor permit discrimination against any person because of race, color, religion or national origin.

of the Philadelphia Home Rule Charter and other applicable Acts of Assembly and Ordinances. City will provide Bell, in writing, on or before the execution of this Agreement, an Opinion of Counsel stating that the Commissioner of Public Property has full authority to bind the City to this Agreement and that no further approval is necessary by City Council or any City Official, other than the Director of Finance, who shall approve this Agreement as to the availability of appropriated funds, and the Pennsylvania Public Utility Commission.

15. It is further agreed that this Agreement and the monies due hereunder shall not be assignable by operation of law or by action of Bell, without the written consent of Commissioner of Public Property.

16. City, through its duly authorized representatives, shall have the right to inspect Bell's work as it progresses to verify quantities of materials and audit Bell's books of account and other records pertaining directly to this Agreement at Bell's principal office at all reasonable times during the term of this Agreement and for a period of three years after final payment.

17. (a) It is understood and agreed that Bell will not proceed with the relocation, removal, construction and/or alteration of its facilities, pursuant to this Agreement, nor permit others so to proceed, without prior written notice to proceed from the Commissioner of Public Property and, subsequent to such notice, upon receipt of a written notice from the Commissioner to stop or otherwise delay work, Bell will cause the work to be stopped until further notice except for such work as may be necessary to guarantee continuation of service to Bell's customers and to protect Bell's facilities and make them safe to the public, in which case City will reimburse Bell for one hundred percent (100%) of the actual costs incurred by Bell for this work.

(b) If for any reason such interruption or stoppage of work should continue for a period of sixty (60) days or more, Bell shall have the right to revise its estimate of costs in which case the amounts in Sections 1 and 4(f) hereof shall be changed by appropriate written revisions to this Agreement. Any such revision shall be subject to review and approval by the City. If the parties fail to agree to an appropriate revision within thirty (30) days of the submission thereof by Bell:

Utility Commission for determination; and

(ii) Bell shall have the option, pending final determination of the question of an appropriate revision of costs and the issuance by the Commissioner of Public Property of a written order to resume work, to take such steps as shall be necessary to guarantee continuation of service to its customers and to protect its facilities and make them safe to the public, in which event, City agrees to reimburse Bell for one hundred percent (100%) of the actual costs incurred by Bell by reason of such steps, subject to review and approval by the Commissioner and final determination by the Pennsylvania Public Utility Commission as to the reasonableness of said costs.

No work performed or materials purchased in violation of this section shall be reimbursed by City, but all such costs shall be the responsibility of Bell.

18. All approvals, consents, expressions of satisfaction, and the like, or their contraries, on behalf of the City, shall be in writing signed by the Commissioner of Public Property.

19. All notices, demands, requests, payments, consents, approvals and other instruments required or permitted to be given pursuant to the terms hereof, shall be in writing, and shall be deemed to have been properly given if sent by registered or certified United States Mail, postage prepaid, return receipt requested, addressed:

if to Bell, to

THE BELL TELEPHONE COMPANY OF PENNSYLVANIA
District Plant Engineer - South City
1911 Arch Street
3rd Floor
Philadelphia, Pennsylvania 19103

and, if to City, to

Commissioner of Public Property
c/o Project Manager - Airport High Speed Line
Architecture and Engineering Division
Department of Public Property
City of Philadelphia
1122 City Hall Annex
Philadelphia, Pennsylvania 19107

Bell and City shall, at any time and from time to time, have the right to specify as its proper address for purposes of this Agreement any other address or addresses by giving fifteen (15) days written notice to the other party.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, set their hands and seals the day and year first above written.

Attest: THE BELL TELEPHONE COMPANY OF PENNSYLVANIA

Assistant Secretary By: Vice President and General Manager Eastern Region

Attest: CITY OF PHILADELPHIA

By: Commissioner of Public Property

Approved as to form
SHELDON L. ALBERT
City Solicitor
By: Assistant City Solicitor

AIRPORT HIGH SPEED LINE
58TH ST CROSSING

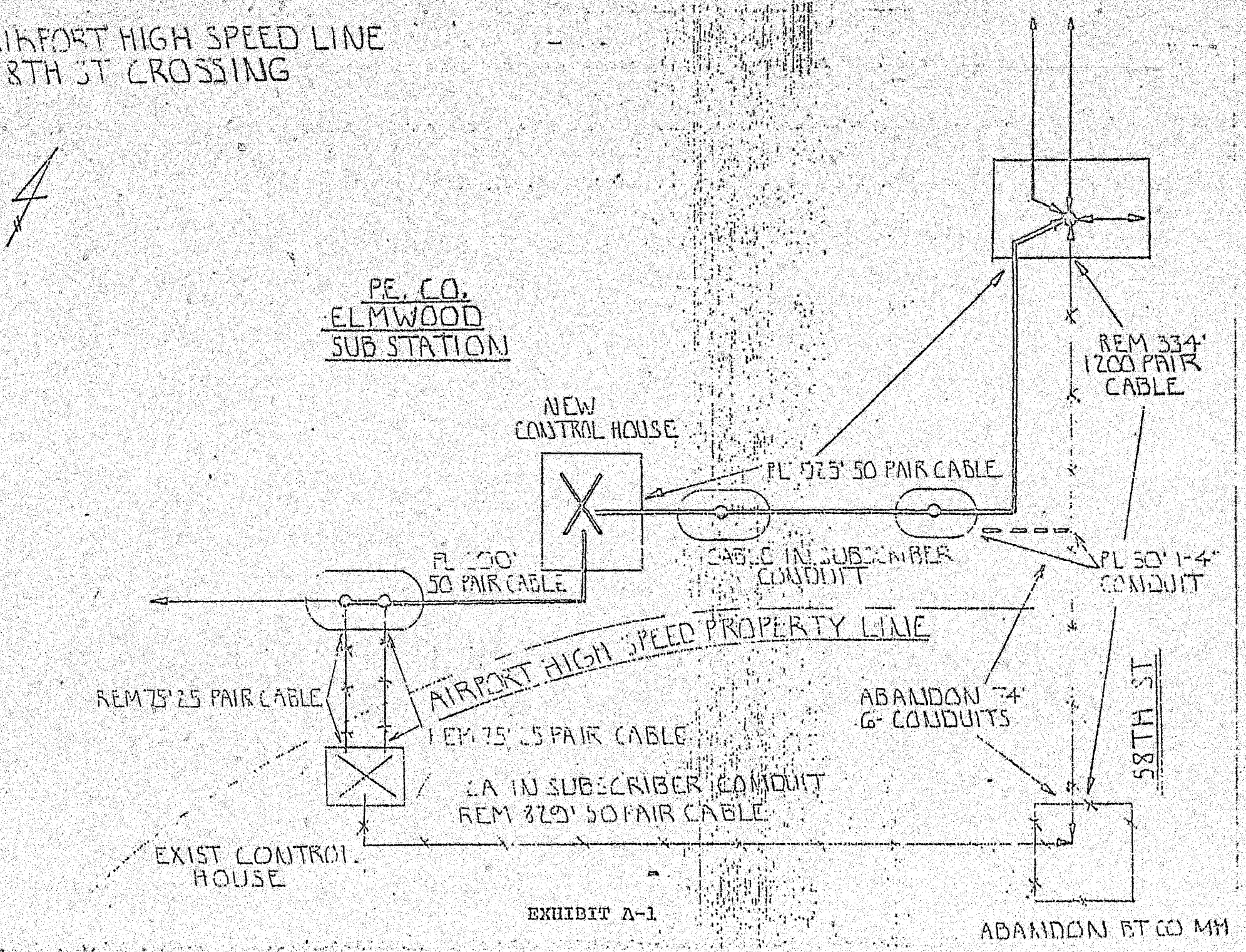


EXHIBIT A-1

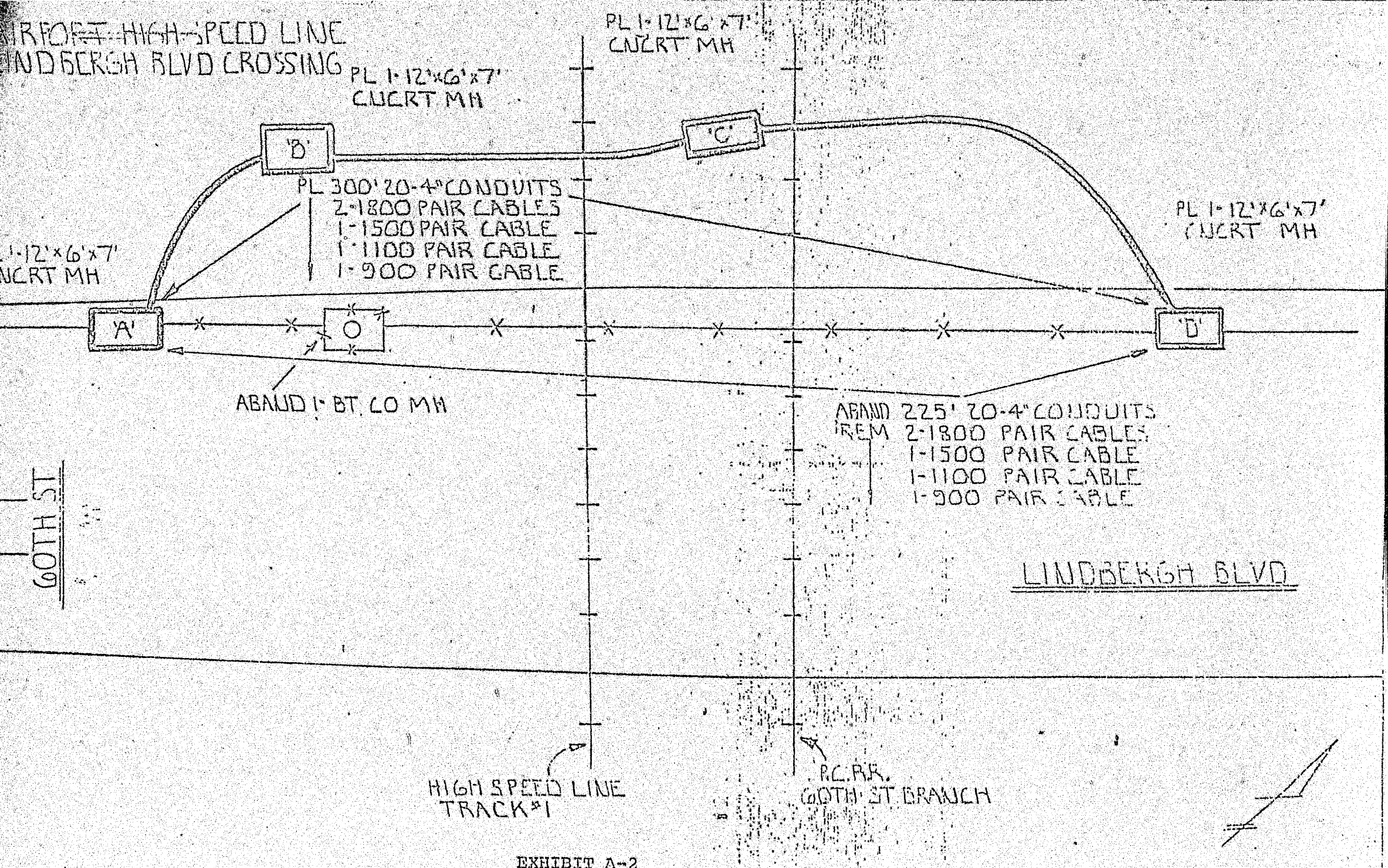

AIRPORT HIGH-SPEED LINE
LINDBERGH BLVD CROSSING
PL 1-12'x6'x7' CNCRT MH
PL 1-12'x6'x7' CNCRT MH
PL 1-12'x6'x7' CNCRT MH
'A'
'B'
'C'
'D'
PL 300' 20-4" CONDUITS
2-1800 PAIR CABLES
1-1500 PAIR CABLE
1-1100 PAIR CABLE
1-900 PAIR CABLE
ABAND 1-BT. CO MH
ABAND 225' 20-4" CONDUITS
REM 2-1800 PAIR CABLES
1-1500 PAIR CABLE
1-1100 PAIR CABLE
1-900 PAIR CABLE
60TH ST
LINDBERGH BLVD
HIGH SPEED LINE TRACK #1
P.C.R.R. 60TH ST BRANCH

EXHIBIT A-2

AIRFORT HIGH SPEED LINE
63RD ST. CROSSING

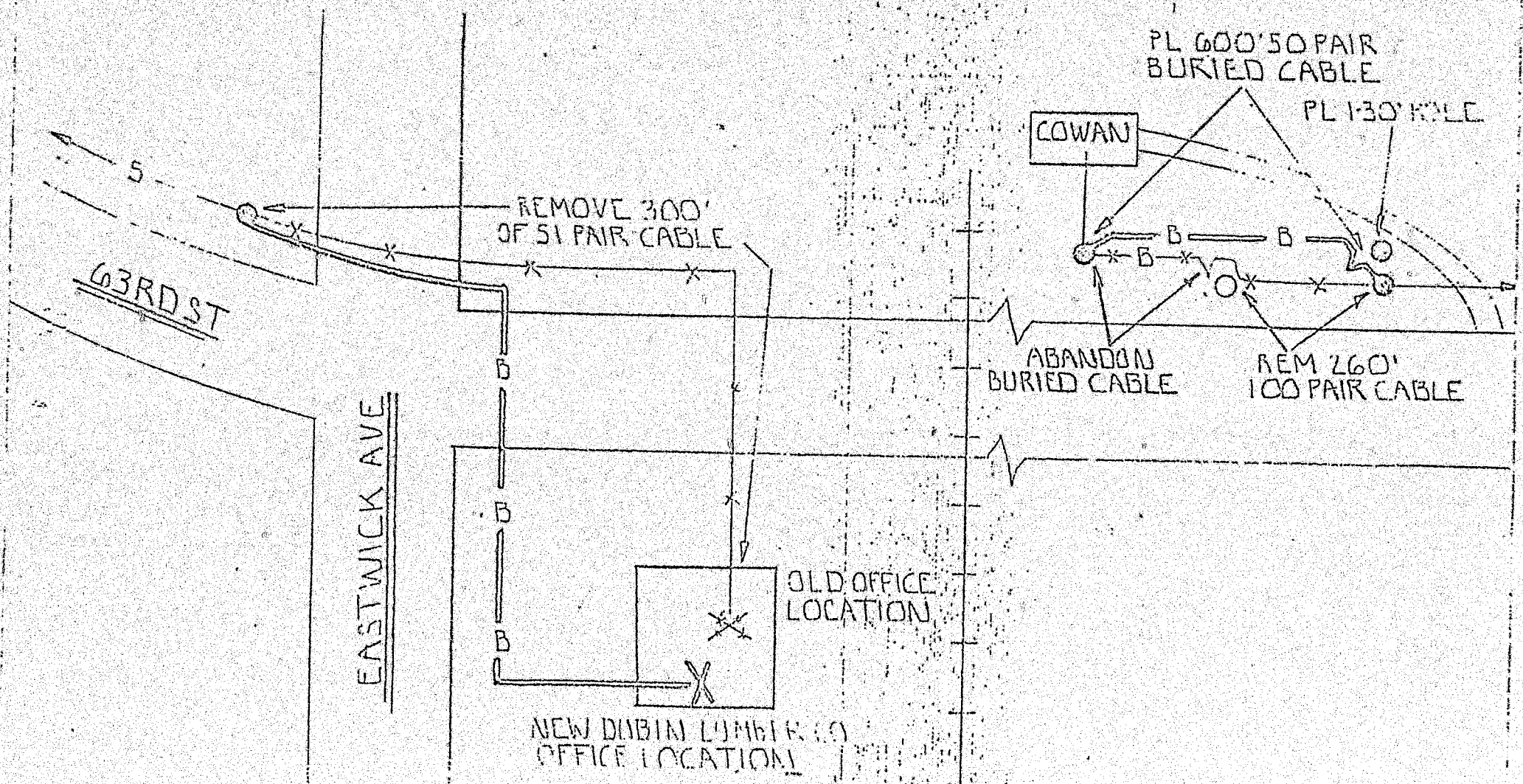


EXHIBIT A-3

AIRPORT HIGH SPEED LINE
LINDBERGH BLVD CROSSING

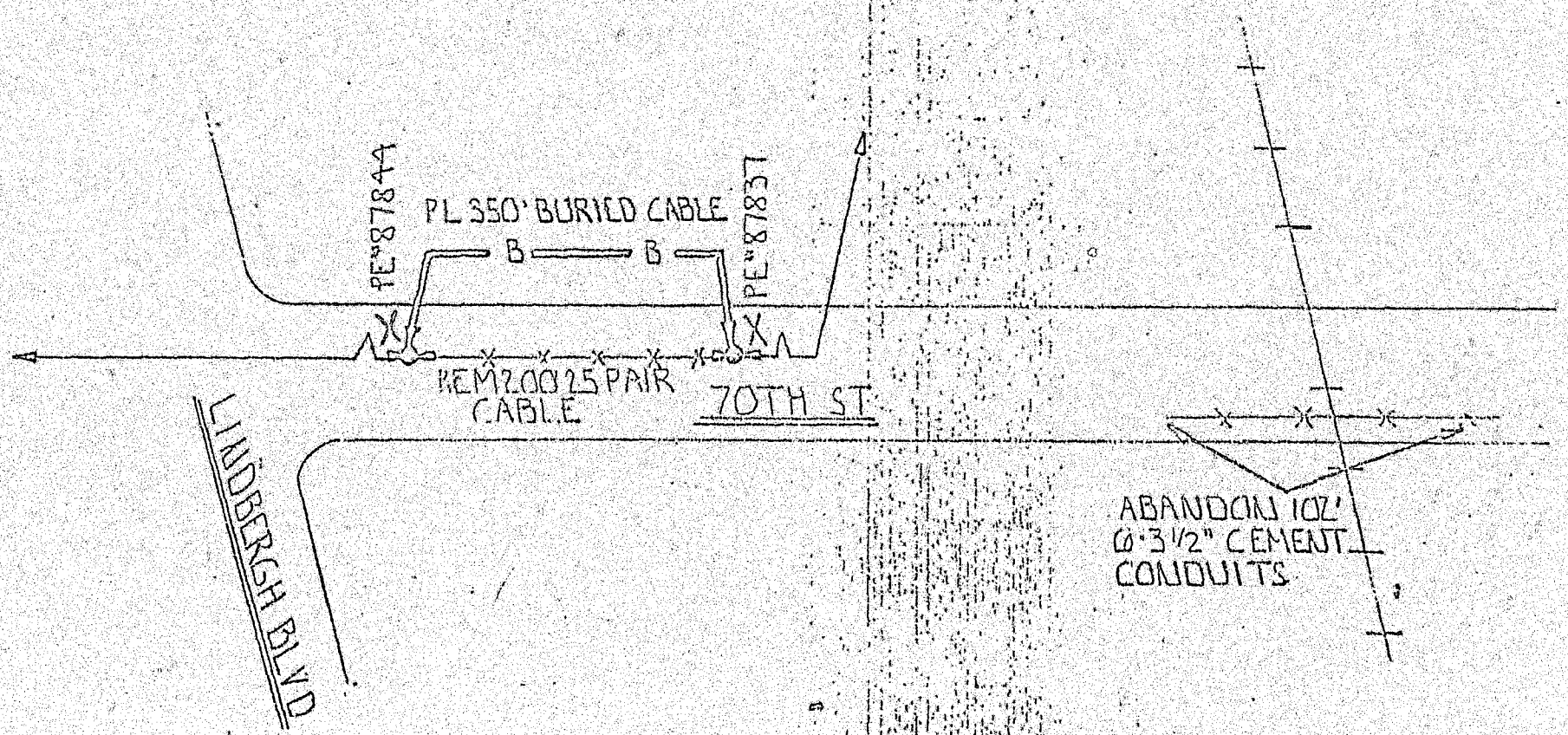


EXHIBIT A-4

5-01P AREA — ESTIMATE DETAIL TABULATION PAGE NO.

EST/CHD/KCO/PROJ LOCATION ACCOUNT

MATL. CODE	EQUITY	NET QTY	NET AMOUNT	DR. QTY	DR. AMOUNT	CR. QTY	CR. AMOUNT
	MISC. MATL						
	EXEMPT						
	TOTAL MATL/DEPR						
LABOR GROUP		LOR HOURS	LOR AMOUNT				

TOTAL LABOR PLANT RETIRED

BASIC MATL	SUPPLY EXP	BASIC LABOR	LABOR LOAD	TOTAL ENGR	LINE TOTAL

MOTR VEHICLE	WESTERN ELEC	AFFILIATED	CONTRACT	OTHER SUND	BILLING	MISC TOTAL

J.E. INST. MATL SPECIAL J.E.

SPECIFICATIONS MONTHLY TOTAL

ST. CHARGES INTEREST

TRANSPORTATION AMOUNT TRANS.

OTHER CUMULATIVE TOTAL

EXHIBIT B-2

(MAT.)

SUMMARY SHEET

UTILITY ~~CONTRACT~~ - PROGRESS BILLING

CITY OF PHILADELPHIA
DEPARTMENT OF PUBLIC PROPERTY

Page of

NAME OF UTILITY

ADDRESS

VENDOR CODE | DATE | BILLING NO.

PROJECT NAME

PROJECT | PACKAGE | CONTRACT | FEDERAL PROJECT NO.

LAW DEPT. CONTRACT NO. | STATE PROJECT NO.

MACS CODE | CONTRACT DATE | CITY PROJECT NO.

LINE ITEM	SUGGESTED AMOUNT			ACTUAL BILLINGS		
	A Proposal in Contract	B Total Changes Since Last Contract Budget	C Current Budget	D Previous Cost-Thru (Date)	E Total Cost-Thru (Date)	F Cost This Period
Total Cost						
Credits						
Total Payment by City						(A)

EXHIBIT B-1.

CERTIFIED BY

AMOUNT NOW DUE

VERIFIED BY

APPROVED BY

RECEIVED
JAN 30 1978
PUBLIC UTILITY COMMISSION

cc AMR ltr Dick Starr
WJ
P. Heaney
H. Smolen

Signed

PA P.U.C.
A 98061
Phila DATE: 1/13/78
EXHIBIT C.Ty 29
REPORTER: VARALLO

#7-2060

THIS AGREEMENT, made as of the 11 day of March A.D., 1977, by and between THE CITY OF PHILADELPHIA, hereinafter referred to as "City", first part, and PHILADELPHIA FACILITIES MANAGEMENT CORPORATION, a non-profit Pennsylvania corporation, solely in its capacity as operator and manager of the City-owned Philadelphia Gas Works, under and pursuant to an agreement with the City of Philadelphia, dated December 29, 1972, as amended, hereinafter referred to as "PGW", second part;

W I T N E S S E T H:

WHEREAS, City desires to have gas facilities relocated for construction of the Airport High Speed Line, such relocation work being hereinafter referred to as the "Project"; and

WHEREAS, pursuant to the terms set forth in the City/PGW Basic Agreement dated January 1, 1973, attached hereto, made a part hereof, and marked Exhibit "A", PGW and City have established a policy for the performance of such relocation work; and

WHEREAS, PGW has submitted a proposal including Preliminary Detailed Estimated Cost Analyses for the performance of the relocation of the above-mentioned gas facilities, said proposal being attached hereto, made a part hereof, and marked Exhibit "C"; and

WHEREAS, it is understood and agreed that in entering into this Agreement, Philadelphia Facilities Management Corporation does so solely in its capacity as operator and manager of the City-owned Philadelphia Gas Works under and pursuant to an agreement with the City of Philadelphia, dated December 29, 1972, as amended, and not

DOCUMENT FOLDER

DOCKETED
APPLICATION DOCKET
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CITY OF PHILA.
EXHIBIT NO 29

otherwise; and further, that any and all payments required to be made by it as a result of, arising out of, or in connection with its entering into this Agreement shall be made solely from the revenues of said Philadelphia Gas Works.

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

1. WORK TO BE PERFORMED.

PGW, for and in consideration of the compensation hereinafter set forth, covenants and agrees to perform the Project under the terms and conditions of this Agreement. No work on any part of the Project shall be commenced until PGW shall have submitted, and City shall have approved, a Final Detailed Cost Estimate covering the part of the Project to be performed and until PGW shall have received written notice from City to proceed.

2. COMPENSATION.

As compensation for said work, City covenants and agrees to pay to PGW a fee not to exceed Eight Hundred and Forty Thousand Three Hundred Twenty-One Dollars ($840,321.00). Payment for each approved part of the Project shall be equal to the actual cost of the work when and as completed in accordance with PGW's then current billing procedures.

It is understood and agreed that the fee above set forth and the figures set forth in Exhibit "C", attached hereto and made a part hereof, are preliminary estimates based on current costs and project planning. If the actual costs of performing the Project are expected to exceed the fee, City and PGW shall enter into good faith negotiations, subject to the concurrence of the Urban Mass Transportation Administration (UMTA), to raise the fee in accordance with Paragraph 16 and all other terms and conditions of this Agreement to cover all appropriate costs of work which PGW is called upon by City to perform in

connection with the Project, whether such excess results from increased costs, expansion or redesign of part or all of the Project, or otherwise.

It is understood and agreed that the funding sources for the fee shall be as follows:

Federal Government - Urban Mass Transportation Administration (UMTA)	80%	$680,424.00
State Government - Pennsylvania Department of Transportation (PennDOT)	16 2/3%	$141,783.00
City of Philadelphia	3 1/3%	$ 28,323.00

PGW shall adjust City's share of the final invoice sent to City for each approved part of the Project by the amount required by Paragraph 3 of Exhibit "A", said Exhibit "A" being attached hereto and made a part hereof.

If for any reason any portion of Federal or State funds becomes unavailable, or Federal or State payments are found upon audit by Federal or State authorities to have been ineligible for reimbursement, City's obligation for payment of that part of the fee which has become unavailable or has been so found ineligible shall be governed by Paragraphs 1, 2, 3, 4 and 7 of Exhibit "A".

3. SALVAGE.

It is understood and agreed that any materials removed by PGW from the bed of various streets pursuant to this Agreement may be salvaged and reused by PGW. In the event that such material is salvaged by PGW, UMTA, PennDOT, and City shall receive the following credits:

UMTA	80% of salvage value
PennDOT	16 2/3% of salvage value
City of Philadelphia	3 1/3% of salvage value

However, it is distinctly understood that the aforesaid salvage credits shall be paid in full only if UMTA and PennDOT fund their full shares of this Agreement as indicated in Paragraph 2 above. The amount of the aforesaid salvage credits to be paid by PGW to a party funding less than its full share shall be reduced proportionately to correspond to the proportion that the amount paid by the party bears to the full share that was due from the party under this Agreement. It is understood that PGW shall alone determine whether salvage is economically feasible and should be undertaken; salvage value shall be determined by PGW. The credits shall be directly applied to the sums due under this Agreement.

4. PAYMENT.

Before any payment shall come due, PGW shall furnish the City with bills and vouchers, in the number, of the form and content and accompanied by such supporting data as the Commissioner of Public Property may require. PGW may bill the City on a monthly basis, or on a less frequent basis if it so elects, for actual costs incurred by PGW pursuant to this Agreement. PGW shall be paid by City after examination and approval of billings. All payments to PGW shall be in checks drawn by the City Treasurer, and PGW shall only be paid for the cost of work actually performed pursuant to this Agreement. Anything in this Agreement to the contrary notwithstanding, the sum of any and all payments to PGW hereunder shall in no event exceed the sum of Eight Hundred Forty Thousand, Three Hundred Twenty-One Dollars ($840,321.00).

5. COMPLIANCE WITH LAWS.

All work performed and all plans, specifications and related documents prepared by PGW as required by this Agreement shall strictly conform to all laws, statutes and ordinances of all governmental boards, bureaus, officers and commissions and other

agencies, and shall be wholly consistent with the Standard Contract Requirements of City, attached hereto, made a part hereof, and marked Exhibit "B", unless otherwise provided herein, and, when applicable, its standard specifications. PGW shall comply with all terms and conditions as may be required by the aforementioned federal and state funding agencies.

6. MANNER OF PERFORMANCE.

PGW shall enter upon the performance of this Agreement with all due diligence and dispatch; PGW shall assiduously press to its complete performance, and shall exercise therein the highest degree of professional skill and competence. PGW will prosecute the work to be performed under this Agreement to the fullest and most rapid extent possible and in a manner which shall be coordinated with the construction schedule of this Project and other construction work of the City.

7. APPROVAL OF COMMISSIONER.

All of the work required hereunder of PGW shall be performed to the satisfaction and approval of the Commissioner of Public Property and PGW will not be deemed to have rendered and performed the said work unless and until it is so approved.

8. TERMINATION FOR CAUSE.

If for any cause PGW shall abandon the work, or in the opinion of the Commissioner of Public Property neglect or fail to prosecute the work with promptness and diligence or unreasonably delay the work, or if PGW shall neglect or refuse to furnish suitable materials in place of any which may be rejected by the City as unsuitable, or shall refuse or neglect to furnish and supply a sufficiency of properly skilled workmen and necessary equipment or either, or if PGW shall execute any of the work improperly, carelessly, or in bad faith, and refuse to remove any of the work which, in the opinion of

the City, is defective and unsuitable, and to replace it with work that is in accordance with the Agreement requirements, or if PGW shall default in the performance of any of the terms, conditions and provisions of the Agreement, then and in that event, the Commissioner may notify in writing PGW and its Surety to remedy its neglect or default and require PGW to comply with the terms, conditions, and provisions of the Agreement which it is violating. If the said notification be without effect forty-eight (48) hours after the receipt thereof, or twenty-four (24) hours when, in the opinion of the Commissioner, immediate action is necessary to safeguard life or property, then and in that event the Commissioner shall have the right to declare PGW in default, and to notify PGW to discontinue the work or any part thereof under the Agreement, and to call upon the Surety to complete the same through agencies which meet the approval of the Procurement Commissioner and, in the opinion of said Procurement Commissioner, have qualifications equal to those required of PGW. If the Surety fail to take up and prosecute the work by means of such approved agencies within ten (10) days (or within twenty-four (24) hours when in the opinion of the Commissioner immediate action is necessary to safeguard life or property) the Commissioner shall have the right to declare the Surety in default and, at his option:

(i) terminate the work under the Agreement, maintain conditions, obtain bids (if circumstances will allow) for all or any portion of the work, and enter into a new Agreement to complete the work of the original Agreement; or

(ii) in case of an emergency including but not limited to danger to life or property, or serious interference with traffic, terminate the work under the Agreement, and then and there secure in open market, from any person or party, at the then current market

prices the materials of the quality and quantity required, the necessary workmen and mechanics, and the required equipment to carry forward the said work and complete the Agreement.

Upon default by PGW as hereinabove set forth, all moneys due PGW, materials delivered and materials built into the work, shall upon such default become the property of the City for use in the completion of the work and resort shall be had thereto by the City to the extent necessary to maintain and complete the work and reimburse the City for its outlays and expenditures in the premises.

In case of such default by PGW the remedies herein provided shall be in addition to and not in substitution of the rights and remedies which would otherwise be vested in the City, all of which rights and remedies are specifically reserved to the City. The failure of the City to exercise any of the remedies herein provided shall not preclude the resort to any other appropriate remedy.

The use of specific remedies herein provided shall not prevent subsequent or concurrent resort to any other remedy which by law or equity would be vested in the City for recovery or damages or otherwise, in the event of default by PGW.

PGW and its Surety shall pay to the City on demand, all loss, expense, cost or damage suffered or incurred by it by reason of any default.

9. TERMINATION IN BEST INTEREST OF CITY.

The performance of work under this Agreement may be terminated by the City in accordance with the terms set forth below, whenever the Commissioner of Public Property 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 Commissioner, PGW shall:

(i) stop work under the Agreement, on the date and to the extent specified in the Notice of Termination;

(ii) place no further orders or subcontracts for materials, services or facilities;

(iii) terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination;

(iv) settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Commissioner to the extent he may require, which approval or ratification shall be final for all the purposes of this Agreement;

(v) 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;

(vi) 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 PGW.

After receipt of a Notice of Termination, PGW shall submit to the City its termination claim, in the form and with certification prescribed by the City.

Claim shall be submitted promptly within a reasonable time period set forth by the City but not later than 60 days after City has terminated the job. Upon failure of PGW to submit its termination claim

within the time allowed, the City may determine on the basis of information available to it, the amount, if any, due to or from PGW by reason of the termination and PGW or City shall thereupon be paid the amount so determined.

In the event of the failure of PGW and the City to agree upon the whole amount to be paid to or by PGW by reason of the termination of work pursuant to this Agreement, the appropriate party shall pay to the other the amounts determined by the City as follows, but without duplication for work already completed and paid for:

1. The cost of all work satisfactorily performed prior to the effective date of the Notice of Termination;

2. The cost of settling and paying claims arising out of the termination of work under subcontracts or orders as provided above, exclusive of the amounts paid or payable on account of supplies or materials delivered or services furnished by the subcontractor prior to the effective date of the Notice of Termination of work under this Agreement, which amounts shall be included in the cost on account of which payment is made under 1. above;

3. The reasonable cost of the preservation and protection of property incurred pursuant to paragraph 9(vi) above and any other reasonable cost incidental to termination of work under this Agreement, including expense incidental to the determination of the amount due to PGW as the result of the termination of work under this Agreement; and

4. City shall be entitled to credit for or payment of any sums due and owing from PGW under any of the terms of this Agreement.

The total sum to be paid to PGW shall not exceed the total Agreement price.

PGW shall keep in force for one (1) year after the date of final payment, all required bonds and insurance.

10. MAINTENANCE OF RECORDS.

PGW will at all times maintain full and accurate books and records with respect to the work to be rendered the City under this Agreement and for three (3) years after the completion of the work hereunder. Said records shall include, inter alia, records showing actual time devoted and costs incurred pursuant to this Agreement.

11. AUDIT AND INSPECTION OF RECORDS.

PGW will, at any time during normal business hours, and as often as the City or the U.S. Department of Transportation and the Comptroller General of the United States may deem advisable, permit the City or the United States Department of Transportation or the Comptroller General of the United States or their duly authorized agents to have full and free access to all books and records of PGW relative to the matters covered by this Agreement, including but not limited to charges, fees and costs, and permit the City, the U.S. Department of Transportation and the Comptroller General, and their authorized agents to make excerpts or transcripts from such books or records and to review, inspect, and make audits of its work, materials, payrolls, records of personnel, conditions of employment, invoices of materials, books of account, and any and all other data pertaining to the subject matter of this Agreement. PGW covenants and agrees to have said books and records available within the City of Philadelphia.

12. REPORTS AND INFORMATION.

PGW shall maintain an adequate system of control and information to provide accurate data for reporting purposes. PGW shall provide the City with a monthly progress report relative to the work being performed under this Agreement. In addition, PGW shall, at such times as the City may require, furnish it with such periodic reports, statements, and other documentary data and information relative to the work being performed hereunder, as may be requested by the City. PGW shall, upon request by the City, use forms specified by the City in preparing certain of such reports, statements, and other documentary data and information relative to the work being performed hereunder. All periodic reports, statements, and other documentary data and information furnished by PGW relative to the work being performed hereunder shall be the property of the City, and they shall not be made available to any individual or organization without the prior approval of the City.

13. OWNERSHIP OF DOCUMENTS.

The City shall retain ownership of all plans, specifications and related documents which are generated by either the City or PGW pursuant to the terms of this Agreement.

14. SUBCONTRACT APPROVAL.

Any subcontract of any portion of the work contracted to PGW by virtue of this Agreement must be approved in advance by the City in writing. If PGW elects to enter into an approved subcontract, it agrees to require any third parties with which it may so contract to comply with all applicable terms and conditions of this Agreement and of federal and state regulations, unless exempted in writing by UMTA and City.

15. NO ASSIGNMENT.

This Agreement and the monies to come due hereunder shall not be assigned or assignable, either by action of PGW or by operation of law.

16. AMENDMENTS.

This Agreement may be amended or supplemented only by written agreement signed by the parties hereto or their duly approved agents or assigns.

17. GOVERNMENT INSPECTIONS.

The City, State and Federal Governments shall have access to the site of construction and shall have the right to inspect all project works.

18. INELIGIBLE CONTRACTORS.

PGW 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.

19. NONDISCRIMINATION.

During the performance of this contract, PGW agrees as follows:

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

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

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

(4) PGW 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.

(5) PGW 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 its 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.

(6) In the event of PGW's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be cancelled, terminated, or suspended in whole or in part and PGW 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 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.

(7) PGW will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) 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. PGW 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 PGW becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, PGW may request the United States to enter into such litigation to protect the interests of the United States.

20. PRIME CONTRACTOR PARTICIPATION.

PGW shall perform, on the site, with its own staff, work equivalent to at least 10 percent of the total amount of the construction work at the site. Only pay items of the construction contract will

be used in computing the total amount of construction work at the site. The City may increase this minimum amount of prime contractor participation, depending upon the degree of specialization required to perform this work.

21. CERTIFIED PAYROLLS - CONSTRUCTION PROJECTS.

The City shall obtain from PGW a certified copy of each of the weekly payrolls of its subcontractors within seven days after the regular payroll date. Following a review by the City for compliance with State and Federal labor laws, the payroll copy shall be retained at the project site for later review by UMTA.

PGW shall require its subcontractors to use the Department of Labor Form WH-347, "Optional Payroll Form", which provides for all the necessary payroll information and certifications, or any other payroll form, provided it includes the same information and certifications as the Department of Labor Form WH-348, "Statement of Compliance".

22. WARRANTY OF CONSTRUCTION.

For a period of one year from the date of completion, as evidenced by the date of final acceptance of the work, PGW warrants that work performed under this Agreement conforms to the Agreement requirements and is free of any defect of equipment, material or workmanship performed by PGW or any of its subcontractors or suppliers.

Under this warranty, PGW shall remedy at its own expense any such failure to conform or any such defect.

Nothing in the above intends or implies that this warranty shall apply to work which has been abused or neglected by the owner.

23. AIR POLLUTION.

PGW 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.

PGW 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.

24. WORKMEN'S COMPENSATION.

PGW hereby certifies that it has accepted the provisions of the Workmen's Compensation Act of 1915 and all supplements and amendments thereto insofar as the work covered by this Agreement is concerned and that it has insured its liability thereunder in accordance with the terms of said Act.

25. INTEREST OF MEMBERS OF OR DELEGATES TO CONGRESS.

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

26. PROHIBITED INTERESTS.

No member, officer, agent or employee of the City or of PGW during his tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

27. MINORITY BUSINESS ENTERPRISES.

In connection with the performance of this Agreement, PGW will cooperate with the City in meeting its commitments and goals with regard to the maximum utilization of minority business enterprises and will use its bests efforts to insure that minority business enterprises

shall have the maximum practicable opportunity to compete for subcontract work under this Agreement.

28. MEANING OF THE TERM "CITY".

Whenever in this Agreement there appears a reference to the "City", it shall mean the Commissioner of Public Property unless the context shall clearly indicate otherwise or unless PGW shall be advised to the contrary by the Commissioner in writing.

29. NOTICES.

All notices, demands or other communications under this Agreement by any party to the other shall be in writing and shall be deemed sufficiently given or delivered only if dispatched by mail or delivered personally. In the case of the City, notices shall be sent to the attention of:

The Commissioner of Public Property
10th Floor
Municipal Services Building
Philadelphia, Pennsylvania 19107.

In the case of PGW, notices shall be sent to the attention of:

The Engineer of Distribution Design
Philadelphia Gas Works
1800 N. 9th Street
Philadelphia, Pennsylvania 19122.

Notices shall be sent to such other addresses or persons as the parties respectively may from time to time designate in writing.

30. PARAMOUNTCY OF AGREEMENT.

In the event of conflict or variance between this Agreement and the proposal of PGW marked Exhibit "C" or the Standard Contract Requirements of City marked Exhibit "B", this Agreement shall govern.

31. BINDING EFFECT OF AGREEMENT.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

32. WAIVER.

The failure of City at any time to require performance by PGW of any provision hereof, shall in no way affect the right of City hereafter to enforce the same. Nor shall the waiver by City of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provisions or as a waiver of the provision itself.

33. INVALID PROVISIONS.

If any provision of this Agreement is illegal, the remainder of the Agreement shall not be affected thereby.

34. TITLES NOT PART OF AGREEMENT.

The titles of the paragraphs of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

35. DOT APPROVAL.

This Agreement is subject to the approval of the appropriate official of the United States Department of Transportation.

36. TERM.

It is understood and agreed that the term of this Agreement shall be one (1) year; provided, however, that this term shall be automatically renewed for additional one (1) year periods, unless

City notifies PGW in writing to the contrary at least sixty (60) days prior to the end of any current term, until all work to be performed hereunder by PGW is completed to the satisfaction of City. If City decides to terminate this Agreement, it shall do so in accordance with the terms of paragraph 8 or 9 herein, whichever is applicable.

IN WITNESS WHEREOF, PGW and the City have executed this Agreement as of the date first above written.

APPROVED AS TO FORM:

SHELDON L. ALBERT
CITY SOLICITOR

BY _____
Assistant City Solicitor
3-11-77

ATTEST:

_____
Assistant Secretary

THE CITY OF PHILADELPHIA

BY _____
Robert Silver
Commissioner, Public Property

PHILADELPHIA FACILITIES MANAGEMENT CORPORATION, in its capacity as operator and manager of the City-owned Philadelphia Gas Works

BY _____
Vice President

BASIC AGREEMENT

1-WHENEVER ANY DEPARTMENT OR AGENCY OF THE CITY, EITHER BY ITSELF OR IN CONJUNCTION WITH ANOTHER DEPARTMENT OR AGENCY OF THE CITY, OR ANOTHER GOVERNMENTAL AGENCY OR POLITICAL SUBDIVISION, UNDERTAKES A PUBLIC IMPROVEMENT AS PART OF ITS CAPITAL PROGRAM, THE COST OF SUCH IMPROVEMENT WILL INCLUDE THE COST, DETERMINED AS PROVIDED BELOW, OF RELOCATION OF ANY OF THE FACILITIES CONSTITUTING THE PHILADELPHIA GAS WORKS REQUIRED THEREBY, AND PROVISION WILL BE MADE TO RELIEVE THE GAS WORKS OF EXPENSE IN CONNECTION THEREWITH. HOWEVER, IN ANY SUCH CASE, IF THE TOTAL COST OF RELOCATION OF GAS WORKS FACILITIES FOR A SINGLE PROJECT IS ESTIMATED AT $25,000 OR LESS, THE FULL COST WILL BE BORNE BY THE GAS WORKS AS A CHARGE AGAINST GAS REVENUES, SINCE IT MAY BE ASSUMED THAT THE GAS WORKS WILL BE ABLE TO ABSORB SUCH EXPENSE WITHOUT IMPOSING ANY ADDITIONAL BURDEN ON GAS CONSUMERS IN THE FORM OF AN INCREASE IN GAS RATES.

2-IT WILL CONTINUE TO BE THE PRACTICE OF THE DEPARTMENT OR AGENCY OF THE CITY PROPOSING A PUBLIC IMPROVEMENT WHICH MAY REQUIRE RELOCATION OF GAS WORKS FACILITIES, TO ADVISE THE GAS WORKS THEREOF AT THE EARLIEST OCCASION, IF POSSIBLE BEFORE CITY PLANS ARE MADE FINAL. THE GAS WORKS WILL THEN PROVIDE THE NECESSARY INFORMATION AS TO RELOCATION OF GAS FACILITIES. MOREOVER, TO SECURE FOR THE CITIZENS OF PHILADELPHIA THE LOWEST OVERALL COST OF ANY CAPITAL IMPROVEMENT, THE CITY DEPARTMENTS AND AGENCIES WILL COOPERATE WITH THE GAS WORKS IN THE DESIGN OF THEIR IMPROVEMENTS TO KEEP THIS TOTAL COST AT A MINIMUM, THUS, WHERE AT A RELATIVELY SMALL ADDITIONAL COST OF THE IMPROVEMENT ITSELF IT IS POSSIBLE TO SAVE A GREATER AMOUNT IN THE OVERALL COST BY ANY FEASIBLE CHANGE IN DESIGN, THE CHANGE IN DESIGN SHOULD BE ADOPTED.

3-THE GAS WORKS WILL TAKE WHATEVER ACTION IS NECESSARY OR DESIRABLE TO ACCOMPLISH THE REQUISITE RELOCATION OF GAS WORKS FACILITIES IN EACH CASE. IN DETERMINING THE COST THEREOF TO BE CHARGED AGAINST THE PUBLIC IMPROVEMENT, ANY SUBSTANTIAL ELEMENT OF INCREASE IN VALUE OF THE AFFECTED FACILITY RESULTING THEREFROM SHALL NOT BE SO CHARGED, BUT THE EXPENSE ATTRIBUTABLE THERETO SHALL BE BORNE BY THE GAS WORKS. THUS, THE COST ATTRIBUTABLE TO THE EXCESS IN VALUE OF THE RESULTANT RELOCATED FACILITY OVER THE ORIGINAL ONE BECAUSE OF BETTERMENT IN AGE, SIZE, QUALITY OR CLASS OF STRUCTURE, OR FOR ANY OTHER REASON, SHALL BE AN EXPENSE PAID BY THE GAS WORKS. IN CALCULATING SUCH EXCESS IN VALUE, IT WILL BE ASSUMED THAT ALL FACILITIES OTHER THAN DUCTILE IRON AND CAST IRON MAINS HAVE A FIFTY-YEAR USEFUL LIFE AND THAT DUCTILE IRON AND CAST IRON MAINS HAVE A ONE HUNDRED-YEAR USEFUL LIFE.

EXHIBIT "A"

4-THESE PROVISIONS SHALL ALSO BE APPLICABLE WHENEVER THE CITY HEREAFTER, BY CONTRACT, UNDERTAKES TO ASSUME THE EXPENSE OF RELOCATING MUNICIPAL FACILITIES OR STRUCTURES. IN SUCH CASES, THE GAS WORKS FACILITIES SHALL SPECIFICALLY BE INCLUDED AS MUNICIPAL FACILITIES AND THE COSTS SHALL BE ALLOCATED BETWEEN THE APPROPRIATE CITY DEPARTMENTS OR AGENCIES AND THE GAS WORKS, AS PROVIDED IN PARAGRAPH 3 ABOVE.

5-IN OTHER CASES OF PUBLIC IMPROVEMENTS REQUIRING RELOCATION OF MUNICIPAL FACILITIES, INCLUDING GAS WORKS FACILITIES, IF THE COST OF SUCH RELOCATION IS TO BE BORNE BY OTHERS THAN THE CITY, THE ENTIRE COST OF RELOCATION OF THE GAS WORKS FACILITIES, AS ASCERTAINED BY THE CITY ON CONSULTATION WITH THE GAS WORKS, WILL BE INCLUDED IN THE COST SO TO BE BORNE BY OTHERS.

6-IN THE EVENT THAT THE CITY UNDERTAKES A PUBLIC IMPROVEMENT WHICH IS TO BE FINANCED BY OPERATING BUDGET FUNDS (AND NOT AS A CAPITAL BUDGET ITEM), AND WHICH REQUIRED THE RELOCATION OF GAS WORKS FACILITIES, AN EFFORT WILL BE MADE TO KEEP THE COST OF SUCH RELOCATION AT A MINIMUM. IT IS ASSUMED THAT IN MOST CASES SUCH IMPROVEMENTS WILL BE MINOR ONES, AND THE COST OF RELOCATION OF THE GAS WORKS FACILITIES WOULD BE UNDER $25,000 AND, THEREFORE, ABSORBED BY THE GAS WORKS UNDER THE PROVISIONS OF PARAGRAPH 1 ABOVE. IF THAT SHOULD NOT BE THE CASE, THE CITY AND THE GAS WORKS WILL CONSULT IN AN EFFORT TO AGREE UPON AN EQUITABLE BASIS FOR ALLOCATING THE COSTS OF SUCH RELOCATION OF THE GAS WORKS FACILITIES.

7-THESE PRINCIPLES AND PROCEDURES SHALL BE APPLIED AS TO ALL PROPOSALS SUBMITTED BY PHILADELPHIA GAS WORKS AFTER JANUARY 1, 1973.

8-IT IS RECOGNIZED THAT EXPERIENCE WITH THIS AGREEMENT MAY INDICATE THE DESIRABILITY OF REVIEWING IT FOR MODIFICATION. A PROPOSAL FOR MODIFICATION WILL BE MADE ANNUALLY, BUT NOT BEFORE ONE YEAR FROM THE DATE OF THIS WORKING AGREEMENT.

AGREED: CITY OF PHILADELPHIA

HILLEL S. LEVINSON
MANAGING DIRECTOR

DATE: 1-5-73

AGREED: PHILADELPHIA GAS WORKS

EDWARD F. HUBBARD
GENERAL MANAGER

DATE: 1-5-73

PHILADELPHIA GAS WORKS
Montgomery Station

PGW

1800 North Ninth Street, Philadelphia, Pennsylvania 19122
Telephone: (215) CE 6-7000

May 14, 1976

Mr. Robert Silver, Commissioner
Department of Public Property
1020 Municipal Services Building
Philadelphia, Pa. 19107

Re: Airport High Speed Line
UMTA Project No. PA-03-0043
City Project No. 20-594-2-2
Relocation of Gas Facilities
PGW File No. 12.2.7

Dear Mr. Silver:

PGW hereby proposes to install gas facilities as stated in Exhibit C-1 to replace the gas facilities whose removal is caused by the construction of the Airport High Speed Line (AHSL).

For reasons with which you are familiar and which the City has continuously recognized for many years, it is our considered opinion that PGW is the only organization qualified to do this work and we have proven our ability to undertake it.

Pursuant to the terms set forth in the Basic Agreement between the City of Philadelphia and Philadelphia Gas Works dated January 1, 1973, relating to projects of this kind, PGW proposes to perform this work at the actual cost to PGW of work and labor performed and property and equipment delivered.

Since the principal financing of this project will be borne by the federal government (80%), the Commonwealth of Pennsylvania (16-2/3%) and the City of Philadelphia (3-1/3%), the Department of Public Property will obtain the respective shares of the federal and state funds for Items 1 through 4 as shown in Exhibit C-1 of the agreement.

EXHIBIT "C"

Federal Government Share at 80%		$680,424
State Government Share at 16-2/3%		$141,783
City of Philadelphia Share at 3-1/3%		$ 28,323
Department of Public Property	$18,114	
Philadelphia Gas Works	$10,209	
Total		$850,530

The City's portion of $28,323 will be shared by the Department of Public Property and PGW, using the formula for depreciation in the Basic Agreement referred to above, with the Department of Public Property paying $18,114 to PGW.

The estimated amount of compensation to be paid to PGW by the Department of Public Property, acting as coordinator in the transfer of the federal and state funding sources, shall amount to 100% of the relocation costs payable by the federal and state governments ($822,207) and, with the inclusion of the Department of Public Property's share of the City's portion of $18,114, will reimburse PGW a total of $840,321 for the entire project.

PGW shall prosecute the work to be performed under this contract to the fullest and most rapid extent possible consistent with safety to persons and property, and with accuracy of construction in an effort not to delay the construction of the Airport High Speed Line.

Payment shall be made on a monthly basis, or on a less frequent basis if PGW so elects, upon submission of duly certified invoices by PGW and approval thereof by the Commissioner of Public Property.

PGW's books are kept in accordance with the appropriate classification system prescribed by the Pennsylvania Public Utility Commission. All of the expenditures hereby proposed are properly classified as capital charges under this system.

PGW is an authorized self-insurer under the Workmen's Compensation Act. If, for any reason, this authorization as a self-insurer is not extended or is revoked, PGW will furnish to the Department of Public Property certification from an authorized insurance company evidencing the issuance of policies of insurance in compliance with the Workmen's Compensation Act.

Very truly yours,

Hertel C. Missimer

HCM/mcl
Attachments

HERTEL C. MISSIMER
Engineer of Distribution Design

CITY OF PHILADELPHIA

STANDARD
CONTRACT REQUIREMENTS
FOR PUBLIC WORKS
CONTRACTS

PROCUREMENT DEPARTMENT

APRIL 1976

CITY OF PHILADELPHIA

STANDARD CONTRACT REQUIREMENTS

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CONTRACT PROVISIONS

A. BIDDING REQUIREMENTS

1. **Standard Contract Requirements.**—These Standard Contract Requirements are the standard requirements of the City in connection with the proposals for and the award, execution, and performance of public works contracts, except as modified or amplified by special requirements for each contract, and are issued with the contract as an integral part of the Contract Documents. Wherever the word "contract" is used herein, without specific qualification, as in the expressions "this contract", etc., it shall accordingly be taken to mean the particular contract under consideration.

2. **Qualifications of Bidders.**—Bidders will be required to show that they are responsible and capable of performing the work to be done under the contract, that they have successfully completed contracts equivalent in scope and comparable in magnitude, and that they have the necessary financial resources to perform the work in a proper and satisfactory manner, in accordance with the Contract Documents, and within the time specified. As required by Sect. 17-101, of the Philadelphia Code, each bidder for a public works contract will be required to submit to the head of the Department requesting the work, not later than one (1) week prior to the time of opening bids, a statement of his facilities, experience, and financial resources, upon the Department's questionnaire form, for the purpose of determining his qualifications and responsibility. Should the information so required be refused or omitted to be given, or should it, in the judgment of the Procurement Commissioner, taking into consideration recommendations of the head of the department requesting the work, reveal that the prospective bidder is not sufficiently equipped or qualified to enter into or perform the said contract, no bid from such bidder or bidders will be accepted or scheduled, and the Procurement Commissioner will forthwith notify the proposed bidder to that effect.

3. **Examination of Contract Documents and Site.**—Bidders shall acquaint themselves with the Standard Contract Requirements, the Specifications, and Plans including all notes thereon. They shall examine in detail the site of the work to be done under the contract, and shall acquaint themselves with conditions affecting the work, and, in the case of construction contracts, the condition of walls and foundations of overlying and adjacent structures, the character of the paving, and the soil. The proposal shall be prepared with due regard to the provisions of the Contract Documents and to the conditions existing or to be anticipated at the site of the work.

The form of contract to be entered into and the form of accompanying bonds mentioned in these specifications, are on file and may be obtained at the office of the City Solicitor, Room 1540, Municipal Services Building.

Where borings, test piles, and existing underground and overhead structure locations are shown, they are for the information of the City; their correctness is not guaranteed by the City, and in no event is this information to be considered as a part of the contract. If this information is used by a bidder in preparing his proposal, he must assume all risks resulting from conditions differing from the approximation shown. If bidders desire to obtain such data, the City will afford them the opportunity, at their own expense, to make borings or soundings, to drive test piles, or to dig test pits on the site of the work.

Before making any excavations whatsoever, borings or soundings, driving test piles, or digging test pits on the site of proposed work, the Contractor shall check the records of the Committee of Highway Supervisors, Room 860, Municipal Services Building, for any City, public utility or privately owned structures that may be so disturbed and notify the owners of such structures forty-eight (48) hours in advance of starting work.

4. **Bids.**—Bids for doing all of the work and furnishing all of the materials and services in the contract shall be made on the forms issued, and shall be enclosed in sealed envelopes addressed to the Procurement Commissioner. Bids will be received at the office set forth in the proposal, and will be publicly opened and read at the time stated therein. No bid may be considered if received after that time nor may any bid be modified or withdrawn after that time.

Unless an advertisement or other written invitation to bid competitively for a City contract expressly provides for a different period, any person may withdraw any bid filed and any security therefor and may refuse to enter into any contract with the City if his bid has not been accepted within 60 days of the opening for bids.

5. **Rejection of Informal Bid.**—A bid which is incomplete, obscure, conditional, or unbalanced, or which contains additions not called for, or irregularities of any kind, including alterations or erasures, may be rejected as informal. A bid which is not accompanied by the required security for the execution of contracts shall be rejected.

6. **Security for Execution of Contract.**

a. The bid shall be accompanied by a certified, bank treasurer's or cashier's check (hereinafter sometime referred to as "check") drawn to "The City of Philadelphia" in an amount based on the gross amount of the bid and computed in accordance with the formula below unless a specific amount is set forth in the proposal. The gross amount of the bid shall be the sum of all items bid upon without reduction for "deduct" alternates. A bid bond is not acceptable.

$ 0			when the gross bid does not exceed	$ 2,000
300	when gross bid exceeds	$ 2,000	and does not exceed	3,000
500	when gross bid exceeds	3,000	and does not exceed	5,000
800	when gross bid exceeds	5,000	and does not exceed	10,000
1,500	when gross bid exceeds	10,000	and does not exceed	20,000
2,500	when gross bid exceeds	20,000	and does not exceed	50,000
5,000	when gross bid exceeds	50,000	and does not exceed	100,000
8,000	when gross bid exceeds	100,000	and does not exceed	200,000
12,500	when gross bid exceeds	200,000	and does not exceed	300,000
20,000	when gross bid exceeds	300,000	and does not exceed	500,000
40,000	when gross bid exceeds	500,000	and does not exceed	1,000,000
75,000	when gross bid exceeds	1,000,000	and does not exceed	2,500,000
150,000	when gross bid exceeds	2,500,000	and does not exceed	5,000,000
300,000	when gross bid exceeds	5,000,000		

b. For the purpose of estimating the amount of the check required, it will be assumed that the amount of work and labor or the quantities of materials or supplies to be furnished will be in accordance with the estimated quantities found opposite each item on the proposal form; but the City will not be bound by such estimates as regards the actual quantities of the work and labor or the materials or supplies required to be furnished under the contract.

c. When bids are opened and the low bidder has been determined, the Procurement Department shall return forthwith all checks except those for the two lowest bids. Upon return of the duly executed Contract Documents by the lowest responsible bidder to the Law Department, the checks of the two lowest bidders will be returned.

7. Charges by Law Department.—The charges by the Law Department in connection with the preparation of contracts and the related bonds are as follows:

Contract		not exceeding	$ 5,000	$15
over	5,000	and not exceeding	10,000	20
over	10,000	and not exceeding	20,000	25
over	20,000	and not exceeding	50,000	35
over	50,000	and not exceeding	100,000	50
over	100,000	and not exceeding	250,000	75
over	250,000	and not exceeding	500,000	100
over	500,000	and not exceeding	1,000,000	150
over	1,000,000			250

The schedule of charges to be paid the Law Department for the preparation of contracts and bonds other than those above may be obtained from the Law Department, Room 1540, Municipal Services Building.

8. Comparison of Bids.—Bids will be compared on the basis of the aggregate of all the items of the proposal, unless otherwise specified.

9. Award of Contract.—The contract award will be to the lowest responsible bidder; the Procurement Commissioner reserves the right to reject any or all bids as he may deem best for the interest of the City.

10. Execution of Contract.—Any bidder not lawfully released from his bid, who refuses to execute a contract in accordance with his bid or who refuses to furnish the required bonds, and insurance, shall be liable to the City in the amount of the check deposited as security for his bid as liquidated damages; or where the damages are readily ascertainable, such bidder shall be liable for the actual loss or damage sustained by the City by the failure of such bidder to enter into the contract.

11. Contract Surety.—Security for Performance: The Contractor will be required at the time of the signing of the contract to give security for the faithful performance of the work and for compliance with the contract, in the form of a performance bond, with an approved surety company as surety thereon, in a sum equal to one-hundred percent (100%) the amount of the contract.

Labor and Materialmen's Bond: In addition to the above mentioned security the contractor will be required at the time of the signing of the contract to give a labor and materialmen's bond in a sum of one hundred (100%) percent of the amount of the contract with an approved surety company as surety thereon, conditioned for the full payment of sub-contractors and others furnishing labor and materials in the performance of the contract.

12. Laws and Ordinances.—All regulations and ordinances of the City of Philadelphia, the Home Rule Charter and laws of the Commonwealth of Pennsylvania and of the United States shall be observed by the Contractor as far as they apply.

13. Labor-Management Relationships.—The contract awarded under these specifications is subject to all of the provisions of Section 17-107 of the Philadelphia Code entitled "Contractors: Labor-Management Relationships", copies of which may be obtained at the same place that copies of these specifications may be obtained. It is also subject to all regulations and procedures adopted thereunder.

a. As required by the Ordinance, all employees performing work under each contract shall be paid at least the applicable prevailing wages for the respective occupational classifications designated, as set forth in the minimum wage schedule attached for the applicable part of the specifications, and shall be given at least the applicable presently prevailing working conditions during the entire period of work under the contract. Such working conditions are those which are given to employees pursuant to a bona fide collective bargaining agreement for the applicable craft, trade or industry in the Philadelphia area on the date these specifications are issued. The occupational classifications for all employees under each contract shall be only the specific categories of jobs within a given craft, trade or industry for which a separate hourly wage rate for the Philadelphia area is determined by the Secretary of Labor of the United States, in accordance with the provisions of the Davis-Bacon Act, and which are set forth in the applicable schedule attached to the respective parts of these specifications. In the event that any contractor believes that work under his contract should be performed by employees in occupational classifications omitted from the schedule attached to the applicable part of the specifications, he shall so advise the Department of Public Property which shall remedy the omission if it agrees.

b. City may withhold from any sums due to the contractor under each contract so much as may be necessary to pay the employees the difference between the wages required to be paid thereby and the wages actually paid to such employees, and the City may make such payments directly to the appropriate employees.

c. Each contractor shall require all subcontractors to comply with and be bound by all of the provisions of this section of the contract and of Section 17-107 of the Philadelphia Code.

d. Every contractor and subcontractor shall keep an accurate record showing the name, address, occupational classification, wages and other benefits paid or provided and number of hours worked for each employee assigned to city-work, and such record shall be preserved for two years from the date of payment. The contractor shall make his employment records available for inspection by authorized representatives of the Department of Public Property, at all reasonable hours, and shall permit such representatives to interview employees during working hours on the job.

e. All contractors and subcontractors performing city-work shall, upon request of the City, file with the Department of Public Property a certified statement setting forth the name, address, occupational classification, wages and other benefits paid or provided and number of hours worked with respect to each employee performing city-work. Such statement shall be made weekly for each preceding weekly period. The certification shall affirm that the statement is correct and complete, that the wages set forth therein are not less than those required by the contract for city-work and that the occupational classification set forth for each employee conforms with the work he performed.

f. Nothing herein shall preclude the payment by the contractor of wages at rates higher than those specified as the minima in the applicable attached schedule. However, no increase in any contract price shall be allowed or authorized on account of the payment of wages in excess of those so specified or on account of wage increases granted hereafter. No increases above the amounts specified in the applicable attached schedule will be required by any contract during the term thereof except in the case of an error or omission in such schedule. Such an error or omission shall be called to the attention of the Department of Public Property as promptly as possible; but the remedying thereof by the Department shall not constitute grounds for withdrawal of a bid or cancellation of a contract, nor for an increase in the contract price or other claim or recovery against the City nor a ground for failure or refusal to pay the applicable proper minimum to all employees.

g. The minimum wages required hereby shall be paid unconditionally without any subsequent deduction or rebate of any kind except in accordance with prevailing payroll deduction practices. Any assignment of wages by an employee for the direct or indirect benefit of the contractor shall constitute a violation of this section; and any purported release of rights hereunder by an employee shall be void and of no effect.

h. Reference shall be made to the Ordinance and to the regulations to be issued from time to time by the Department of Public Property of the City of Philadelphia for further information concerning the administration of these requirements. In addition, it shall be the responsibility of all bidders and contractors to inform themselves as to all prevailing working conditions, including, without limitation, length of work day and work week, overtime compensation, and holiday and vacation rights.

14. Equal Employment Opportunities Requirement.

a. **Non-discrimination provisions.**—The contractor agrees to provide equal employment opportunities in connection with all work performed and materials furnished and supplied pursuant to this contract or to any sub-contract hereunder. The contractor, therefore agrees: (1) Not to discriminate nor permit discrimination against any employee or applicant for employment with regard to hiring, tenure of employment, promotion, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of race, color, religion or national origin; (2) To keep posted in conspicuous and readily accessible places customarily frequented by applicants for employment and in at least one place customarily frequented by employees at or near each location where services are performed by such employees, copies of notices provided by the Commission on Human Relations, setting forth the substance of sub-section (1) of this paragraph; (3) Not to discriminate in the award of any sub-contract hereunder because of race, color, religion or national origin; (4) To insert the provisions of sub-section (1), (2) and (3) of this paragraph, as covenants to be performed by the sub-contractor, in all sub-contracts which are entered into by the contractor under this contract.

b. **Penalties for failure to comply.**—It is hereby agreed that any failure to comply with any of the foregoing requirements shall constitute a substantial breach of this contract. It is further agreed that in the event the Commission on Human Relations of the City of Philadelphia after investigation, shall determine that the contractor or any sub-contractor or any person acting on behalf of the contractor or of any sub-contractor hereunder, has failed to comply with any of the provisions of the foregoing paragraph, and the Commission shall certify such failure to the Procurement Commissioner, the city may terminate this contract, whereupon all obligation on the city to perform this contract shall cease, save only the obligation to pay the contractor the sums due for all articles delivered or work done in strict and exact accordance herewith, and there may be deducted from any sums due to the contractor for articles delivered or work done by the contractor under this contract, a penalty of $5.00 for each person for each calendar day during which such person is discriminated against in violation of the provisions of the foregoing paragraph.

c. **Cancellation of contract and forfeiture for second or subsequent breach.**—In the event that the Commission on Human Relations of the City of Philadelphia shall determine, after investigation, that the contractor or any sub-contractor hereunder or any person acting on behalf of the contractor or of any sub-contractor hereunder has breached the provisions of the foregoing paragraph, or of the provisions of any covenant required by the foregoing paragraph, for a second or subsequent time, and the Commission shall certify such second or subsequent breach to the Procurement Commissioner, this contract may be terminated by the city, and all money due or to become due hereunder, may be forefeited.

B. GENERAL REQUIREMENTS OF THE CONTRACT

15. Contract Documents.—It is understood and agreed that the Standard Contract Requirements, and the Department's Standard Specifications if issued, as they apply; the Special Specifications, the Proposal, and the Plans with all notes thereon (excepting the record of borings, underground structures, and test piles) issued with each contract; and the Agreement and Performance Bond; referred to herein collectively as the Contract Documents, shall each constitute a part of the contract. If the Special Specifications, the Proposal, or the Plans modify any of the requirements of the Standard Contract Requirements or Standard Specifications, they shall supersede the portions of the Standard Contract Requirements or Standard Specifications with which they conflict. Titles, subtitles, and paragraph headings are inserted only for convenience, and shall not be considered as limiting the application of the paragraphs, or as being a part of this contract for any purpose whatever.

16. Definitions.—The following terms and expressions used in the Contract Documents shall be understood as follows:

"The City" to mean the City of Philadelphia.

"Department" to mean the Department for which work is done, except in the case of contracts supervised by the Department of Public Property, in which case "Department" shall mean the Department of Public Property.

"Operating Commissioner" to mean the head of the Department for which work is done, except in the case of contracts supervised by the Department of Public Property, in which case "Operating Commissioner" shall mean the Commissioner of Public Property.

"Engineer" to mean either the Chief Engineer of the Department for which work is done, or any successor or successors duly appointed, or any deputy or substitute who may be designated by the operating Commissioner, in person, or acting through a duly authorized representative, within the scope of the particular duties assigned such representative. The Architect, in the case of contracts supervised by the Department of Public Property, shall have the status and authority herein vested in the Engineer.

"Inspector" to mean the representative of the Engineer assigned to the inspection of materials and workmanship under the contract.

"Plans" to mean the general plans and designs accompanying the specifications, the Standard Details, and such detail and supplementary drawings as may be furnished from time to time.

"Contractor" to mean the party of the second part to the contract.

"Work" to mean all the matters and things herein agreed to be furnished or done by or on the part of the Contractor.

"Sub-contractor" to mean persons, firms, or corporations having a direct contract with the Contractor to perform a portion of the work specified, but not including those who merely furnish materials or equipment.

"Masonry Lines" to mean the outside net lines of the structure to be built under this contract, both in plan and in elevation.

Wherever in the Specifications or upon the Plans the words "directed", "required", "permitted", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription of the Engineer is intended, and similarly the words "approved", "acceptable", "satisfactory", or words of like import, shall mean approved by, or acceptable to, or satisfactory to the Engineer, subject in each case to the final determination of the Operating Commissioner.

17. Unauthorized Acts.—Any act of City representative, official, agent, or employee, which is not within the scope of his authority or line of duty as laid out in the Contract Documents, shall not be binding on the City nor deemed as a defense to the Contractor for the breach of any of the conditions and provisions of the contract.

18. Cancellation of Contract.—The Contractor will not be required to proceed with the work of any contract, if, for any reason for which he is not responsible, the work cannot be commenced within three (3) months from the date of execution of the contract, except in the case of contracts for street improvements, when six (6) months shall be the limiting period, and in such case, at the request of the Contractor, the contract shall be declared null and void. This shall not apply to contracts entered into for work the beginning of which is dependent upon progress of other contracts where this condition is plainly indicated by the character and location of such work at the time of receiving proposals.

If, at any time prior to the issuance of the notice to proceed, it becomes evident that the work must be curtailed in amount equal to or greater than twenty-five (25) per cent of the amount of the bid, then the Contractor shall have the option of canceling the contract prior to the receipt of the notice to proceed.

19. Contractor's Obligation.—The work to be done under the contract is indicated in detail in the Specifications and Proposal and upon the accompanying Plans. The Contractor shall furnish all labor, materials, plant, tools, and appliances, and shall complete the work to the satisfaction of the Engineer in the manner and within the time required in the contract documents at the prices bid, agreed upon, and fixed therefor. If at any time the Contractor's methods, force, or equipment appear to the Engineer to be unsafe, insufficient, or inadequate for the proper performance of the provisions of the contract, he may order the Contractor to make such changes as he may deem necessary, and the Contractor shall comply with such orders, but the failure of the Engineer to make such demands shall not relieve the Contractor of his obligations under the contract. The Contractor shall maintain an office where orders and instructions may be delivered, and shall give personal attention to the faithful performance of the work of the contract. He shall employ a competent representative or superintendent who shall have full authority to receive and execute orders, and to supply such labor, tools, and materials as may be required for the proper performance of the work.

20. Materials and Equipment Loaned or Rented by the City.—Any materials or equipment loaned or rented by the City to the Contractor for use on the particular job must be returned by the said Contractor in kind or in cash, or the Contractor will be considered in default of the contract. The use or operation of such material or equipment shall be at the Contractor's own risk.

21. Contract Time.—a. Time is an essential element of the contract. The Contractor shall begin work within ten (10) calendar days from the date of notice from the Engineer to proceed with the work, and shall complete all work under the contract within the time specified.

b. Should the City cause any delay in the completion of the contract, by failure to give possession of the site, by changes in the Plans and Specifications, or by requiring for any cause the suspension of the work under the contract, the Contractor will be entitled to a reasonable extension of the time specified for the completion of the work. There shall be, however, no payment or compensation of any kind to the Contractor for damages arising from delay, whether such delay be avoidable or unavoidable. Any claim for a time extension must be made in writing to the Engineer immediately upon the occurence of the delay, and the Engineer will determine what allowance, if any, shall be made. The time allowed for any delay will be added to and will correspondingly extend the contract time for completion.

c. On contracts on a calendar day basis (a specified number of days) no allowance will be made for Saturdays, Sundays, holidays, or delays due to unfavorable weather, to the removal, relocation or fulfillment of other requirements by utilities, or to the failure to obtain material and equipment.

d. On contracts on a working day basis allowances will be made for days or parts of days, in increments of one-quarter day, for conditions entirely beyond the control of the Contractor; New Year's Day, Memorial Day, July Fourth, Labor Day, Thanksgiving Day and Christmas Day, or the Monday thereafter when these days occur on Sunday, and Saturdays and Sundays shall not be considered as working days; an allowance shall be made for unsuitable weather necessitating a suspension of work or other unfavorable conditions when the operation which controls the progress of the work is suspended; a record of the working days shall be kept by the Department; this record shall be available to the Contractor on request; the contract time shall start with the first working day after the date of the notice to proceed and the scheduled date of completion shall be that established by the specified number of working days plus the allowances.

e. If, for reasons other than those stated above, any portion of the work remains uncompleted after the contract date specified for its completion, for each and every working day that any portion of the work remains uncompleted, the Operating Commissioner shall deduct from the moneys due the Contractor, as damages actually suffered by the City, the actual direct expenses incurred by the City and for supervision during this period (supervision shall be calculated at 20% of the costs). Should such a detention or delay be due to causes which the Contractor considers extraordinary or beyond his control he may give timely notice thereof in writing to the Operating Commissioner, who may in his discretion make due allowance for such detention or delay.

f. Notwithstanding the above provisions of this paragraph the Contractor will not be liable or responsible for delays or damage to the work caused by acts of God, acts of public enemy, acts of Government, quarantine restrictions, general strikes throughout the trade, or freight embargoes not caused or participated in by the Contractor.

22. **Accidents.**—The Contractor shall be deemed and considered an independent contractor in respect to the work covered by the contract, and shall assume all risks and responsibility for casualties of every description in connection with the work. He shall have charge of the entire work until completion and acceptance, and shall alone be liable and responsible for any accidents to persons and any loss or damage to property, buildings, or adjacent work that may occur as a consequence of or during the progress of the work under this contract, whether such damage or accident be due to negligence of his servants, agents, employees, or whether such damage or accident be due to the inherent nature of the work. It is not the intention of this section or of any thing herein provided to confer a third party beneficiary right of action upon any person whatsoever and nothing hereinbefore or hereinafter set forth shall be construed so as to confer upon any person other than the City of Philadelphia a right of action either under this contract or in any manner whatsoever.

23. **Suits and Claims.**—Contractor agrees to indemnify, defend and save harmless, the City, all its officers and subordinates, from all suits and actions of every name, nature, and description brought against them or any of them for or on account of any damages or loss sustained by any party through the Contractor or his agents, servants or employees in the performance or subsequent to the completion of the work under the contract whether such injury or damage be due to negligence or the inherent nature of the work or to the negligence of The City of Philadelphia, its servants, agents or employees. It is not the intention of this section or of anything herein provided to confer a third party beneficiary right of action upon any person whatsoever and nothing hereinbefore or hereinafter set forth shall be construed so as to confer upon any person other than the City of Philadelphia a right of action either under this contract or in any manner whatsoever.

24. **Insurance.**—Contractor shall obtain and maintain in full force and effect covering the performance of the work under this contract a contractor's comprehensive liability insurance. Said policy of insurance to have minimum limits, unless otherwise specified, of $300,000/$1,000,000 and $100,000 property damage and such insurance shall name the City of Philadelphia as a co/or additional insured. Evidence of such insurance shall be furnished to the operating department before work is begun.

25. **Patented Appliances, Products or Processes.**—The Contractor agrees to indemnify and save harmless the City, all its officers and subordinates from all suits and actions of every nature and description brought against them, or any of them, for or on account of the use of patented appliances, products, processes, constructions, designs, or methods, or the infringement of any patent, trademark or copyright, and he shall pay all royalties, charges and penalties which may become due or payable by reason of such use or infringement. Prior to the issuance of the final estimate, upon request by the Engineer, the Operating Commissioner, or the Procurement Commissioner, the Contractor shall submit evidence of the full payment of such royalties, charges and penalties, or in lieu thereof Contractor shall give such security, approved by the City Solicitor, as may in the opinion of the Engineer, the Operating Commissioner, or the Procurement Commissioner, be necessary to indemnify and save harmless the City, all its officers and subordinates, as aforesaid.

26. **Violations of Contract.**—If the Contractor shall abandon the work, or, in the opinion of the Operating Commissioner neglect or fail to prosecute the work with promptness and diligence, or unreasonably delay the work so that it may not be completed within the contract time, or if he shall neglect or refuse to furnish suitable materials in place of any which may be rejected by the Engineer as unsuitable, or shall refuse or neglect to furnish and supply a sufficiency of properly skilled workmen and necessary equipment or either, or if he shall execute any of the work improperly, carelessly, or in bad faith, and refuse to remove any of the work which, in the opinion of the Engineer, is defective and unsuitable, and to replace it with work that is in accordance with the contract requirements, or if the Contractor shall default in the performance of any of the terms, conditions, and provisions of the contract, then and in that event the Operating Commissioner may notify in writing the Contractor and his Surety to remedy his neglect or default and require the said Contractor to comply with the terms, conditions, and provisions of the contract which he is violating. If the said notification be without effect forty-eight (48) hours after the delivery thereof, or twenty-four (24) hours when, in the opinion of the Operating Commissioner, immediate action is necessary to safeguard life or property, then and in that event the Operating Commissioner shall notify the Procurement Commissioner who shall have the right to declare the Contractor in default, and to notify the Contractor to discontinue the work or any part thereof under the contract, and to call upon the Surety to complete the same through agencies which meet the approval of the Procurement Commissioner and, in the opinion of said Procurement Commissioner, have qualifications equal to those required of the original Contractor. If the Surety fail to take up and prosecute the work by means of such approved agencies within ten (10) days (or within twenty-four (24) hours when in the opinion of the Procurement Commissioner, immediate action is necessary to safeguard life or property) the Procurement Commissioner shall have the right to declare the Surety in default and, at his option:

a. To terminate the work under the contract, to maintain conditions, to obtain bids (if circumstances will allow) for all or any portion of the work, and to enter into a new contract to complete the work of the original contract; or

b. In case of an emergency including but not limited to danger to life or property, or serious interference with traffic, to terminate the work under the contract, and to then and there secure in open market, from any person or party, at the then current market prices the materials of the quality and quantity required, the necessary workmen and mechanics, and the required equipment to carry forward the said work and complete the contract.

Upon default by the Contractor as hereinabove set forth, all moneys due the Contractor upon estimates, retained percentage or otherwise, materials delivered, materials built into the work, and the Contractor's plant (including tools, appliances, and equipment on the premises intended for use in the performance of the contract), shall upon such default become the property of the City for use in the completion of the work, and resort shall be had thereto by the City to the extent necessary to maintain and complete the work and reimburse the City for its outlays and expenditures in the premises.

In case of such default by the Contractor the remedies herein provided shall be in addition to and not in substitution of the rights and remedies which would otherwise be vested in the City, all of which rights and remedies are specifically reserved to the City. The failure of the City to exercise any of the remedies herein provided shall not preclude the resort to any other appropriate remedy.

The use of specific remedies herein provided shall not prevent subsequent or concurrent resort to any other remedy which by law or equity would be vested in the City for the recovery of damages or otherwise, in the event of default by the Contractor.

Contractor and his surety shall pay to the City on demand, all loss, expense, cost or damage suffered or incurred by it by reason of any default.

27. Subcontracts.—The Contractor shall not assign this contract or any part thereof, and he shall not assign any right to any moneys to be paid him thereunder. The contract as a whole shall not be sublet. No portion of the work shall be sublet without the approval of the Engineer, and no sub-contractor shall be employed unless in the opinion of the Engineer he is reliable and reponsible and competent to perform the work in compliance with the Contract Documents. All agencies so employed shall be bound by the terms and provisions of this contract, and neither the Contractor nor his sureties will be relieved from the terms and conditions of this contract or their duties or responsibilities under the same by reason of such employment.

27. (a) Performance of Work by Contractor.—The Contractor shall perform on the site and with his own organization, at least 20% of the total amount of work to be performed under the contract.

The Bidder shall submit with his bid a description of the work he will perform with his own organization (e.g. earthwork, paving, brickwork, roofing, etc.) the percentage of the total work this represents, and the estimated cost thereof.

28. Permits and Licenses.—The Contractor shall obtain all permits and licenses required by the City or by State Regulations unless otherwise specifically directed. The Contractor will be required to pay the fee where a service is rendered or materials, supplies, or equipment is provided.

29. Co-operation with Other Contractors.—a. The Contractor shall co-operate with any other contractors on concurrent work that may be on or adjacent to this work, and shall afford reasonable facilities and access to them. The Engineer will decide any matters in dispute as to the performance of the work, including access to the site and priority of performance, on either side of the division line between contiguous contract sections.

b. Where any portion of the work under this contract is done in combination with or affects in any way the progress of the work of other contracts, the Contractor shall co-operate with the contractors for such contracts, and shall prosecute the details of his work at such time and in such a manner that the entire work may proceed without interruption. Where electrical, plumbing, heating, or mechanical equipment is installed under separate contracts, concurrently with construction contracts, the equipment contractors shall keep in close touch with the construction work, and the contractor for the main construction shall give the equipment contractors at least twenty-four (24) hours' notice of his intention to place concrete, do backfilling, or perform similar work affecting the installation of such equipment. The equipment contractors shall thereupon promptly furnish and install their equipment, as required. Should the equipment contractors fail to do such work within a reasonable time after having been so notified, and the progress of the work is thereby delayed, the Engineer shall have the right to order the work performed by another contractor and to deduct the cost thereof from any moneys due for this work under the contract comprising such equipment.

30. Restoration of Conditions.—All rubbish or refuse and all unused materials and tools shall be removed promptly from the premises, and as the work progresses it shall be carefully cleaned and kept clean from such rubbish and refuse. Before the work will be considered as having been completed, the sites and places affected by the work shall be thoroughly cleared and left clean; free from debris, construction plant, buildings, and materials; fit for travel or other proper use; and in as good condition as existed before the work was begun. Grass plots disturbed shall be resodded or planted anew, and shrubbery destroyed shall be replaced. Structures shall be broom clean, free from stains, spots or other blemish, and ready for use, and all glass shall be washed. The restoration work shall be governed by the record of existing conditions made and filed in the office of the Department previous to the commencement of work.

31. Maintenance After Completion and Contractor's Guarantee.—a. The Contractor shall guarantee the work of the contract against defectiveness of material and workmanship for a period of one year from the date of completion and acceptance by the City, unless a longer period is specified, and shall guarantee all equipment to perform the duty specified. When individual items of the contract are accepted and used by the City prior to the completion of the total contract, the period of guarantee for said items shall be reckoned from the date of acceptance of such items. Paving paid for wholly or in part by assessment bills shall be similarly guaranteed for a period of five years. If, within the said period of guarantee, any of the work shall prove to be defective either in materials or workmanship, or if damage occurs by settlement of the backfill placed under this contract, or if any part or parts of equipment furnished shall prove to be indadequate, insufficient, or defective either in design, material, or workmanship, the Contractor shall, immediately upon demand of the Engineer (whose decision as to such inadequacy, insufficiency, or defectiveness shall be binding and conclusive upon the parties hereto), repair and replace the same, and shall repair and replace any consequential damage to other parts or structures, at the Contractor's own cost and expense, without cost or expense to the City, to the approval and satisfaction of the Engineer.

b. Should the Contractor or his sureties fail to comply with the orders of the Engineer to replace or repair defective material, workmanship, or equipment within ten (10) days from the date of said notice, the Operating Commissioner shall notify the Procurement Commissioner who shall have the right to declare the Contractor and/or his surety in default, and to proceed with the correction of the defect in accordance with the methods provided herein in the case of violations of contract.

C. ADMINISTRATION, MEASUREMENT, AND PAYMENT

32. Status and Authority of Engineer.—The Engineer shall have general supervision and direction of the work, the interpretation of the Plans and Specifications, the ordering of additions to or deductions from the work, and the determination of procedure. He shall give all orders and directions contemplated under the contract. He shall in all cases determine the amount, quality, acceptability, and fitness of the several kinds of work and materials which are to be paid for under the contract, and shall have authority to reject all work and materials which do not conform to the contract requirements. He shall determine all other questions that may arise in relation to the execution of the work. He shall have authority to halt the work whenever such action may be necessary to secure the safe and proper execution of the contract. He shall adjust and decide any differences or conflicts that may arise between the Contractor and other contractors for concurrent work.

33. **Plans and Specifications.**—The Plans, with all notes thereon, and the Specifications are intended to be correlative and of equal force and effect, and the Engineer will interpret their meaning should any apparent discrepancy appear between them. The Plans give general dimensions and sizes, and such details as are required to cover special features. Figures shall have preference over scale in reading dimensions.

34. **Shop Drawings.**—The Contractor shall prepare all shop or working drawings, which shall include all details required to supplement the City's plans, and shall submit prints of each as required for approval before proceeding with the work. These drawings, whenever required by the Department, shall conform to standards specified by it. Upon correction, if found necessary, and after approval, the Contractor shall furnish three or more prints for construction purposes. After the completion of the work, the tracings shall be delivered to and become the property of the City. The approval of shop drawings shall not relieve the Contractor of responsibility for the proper fit of the work nor for its complete execution. The approved Plans and the Specifications shall be kept constantly on the work by the Contractor.

35. **Lines and Grades—City Datum.**—Vertical dimension are given in United States standard feet and fractions thereof. Unless otherwise stated, elevations preceded by a plus (+) or a minus (−) sign refer respectively to distances above or below the established City Datum, which is two and one-quarter (2.25) feet above mean high water in the Delaware River at Chestnut Street, Philadelphia. Dimensions locating buildings and structures shall be verified and checked in the field by the Contractor before proceeding with construction details affected thereby. Line and grade stakes giving the requisite basic data will be set by the City without expense to the Contractor. The Contractor will be held responsible for the proper and correct extensions of measurements from such data, and the correctness of work based thereon. The Contractor will be held responsible for the preservation of stakes, bench-marks, or survey monuments, until authorized to remove them. Should any stakes be disturbed, the cost of replacing them will be charged against the Contractor at a fixed price of five dollars per stake, to be deducted from the final estimate. All survey monuments or bench marks moved, covered or uprooted in the course of the performance of the work of this contract will be reset by the City at the cost to the Contractor, of a fixed price of seventy-five dollars per monument or bench mark to be deducted from the final estimate. The Contractor shall provide reasonable and necessary opportunities and facilities for setting points and taking measurements. He shall not proceed until he has made timely demand upon the Engineer for, and has received from him, such points and instructions as may be necessary for the progress of the work. Any work improperly done without lines or levels or instructions shall be removed and replaced by the Contractor at his own expense. Failure to do so may be considered a violation of contract.

36. **Changes.**—If changes in the design of any portion of the work or the requirements of the Specifications are deemed necessary by the Engineer, in order to carry out and complete more fully the work agreed to be performed under this contract, he may order alterations to or changes in the work covered by the Contract Documents, and the Contractor shall comply with such orders. If such changes increase the cost of the work to the Contractor, additional compensation will be allowed by the City. If such changes diminish the cost of the work to the Contractor the amount of such diminution may be deducted by the City. No consequential loss of profit on account of changes or of work not executed will be allowed the Contractor, but the Contractor may be entitled to an extension of time on this account. No changes shall be made except upon written orders from the Engineer authorizing the change and fixing the method of compensation or deduction therefor.

37. **Scope of Payments.**—a. Payment for the cost of all work, labor, materials, and services required to be done or furnished to complete the work of the contract, as shown on the Plans and/or as specified (except where payment is otherwise specifically provided), will be made at the prices bid in the Proposal. The prices bid shall each cover the supply and/or installation, in a good, sound, substantial and workmanlike manner, of everything required for and incidental to the full completion of the work of that item as called for by the Plans and/or as specified, including its proportionate share of the expense of all plant, tools, and equipment required; the cost of all bonds, fees, and permits; of all administration, superintendence, and insurance; and of any loss or damage arising out of the nature of the work, from the action of the elements, from any unforeseen difficulties encountered in the prosecution of the work, and from risks of all kinds connected with the work.

b. Where additions to or diminutions in the amount of work called for by the Plans and Specifications are ordered, or where changes are ordered in the design of the work or the requirements of the Specifications which increase or diminish the cost of the work to the Contractor, adjustment in compensation therefor will be made to cover the work actually performed, in accordance with the orders of the Engineer, as follows:

(1) For work covered by the several classifications for which applicable prices are bid in the Proposal, payment or deduction will be made in accordance with the prices bid.

(2) For work not covered by the prices bid, and for which prices for contingent work are applicable, payment or deduction will be made at the prices named for contingent work.

(3) For work for which neither the prices bid nor the prices for contingent work are applicable, payment or deduction will be made either at a price or prices to be agreed upon in writing between the Contractor and the Engineer and approved by the Operating Commissioner, or the Engineer may order the work done under Force Account.

When such changes are ordered in connection with work for which a lump sum price is bid, the lump sum price for that item will be increased or diminished in accordance with the above methods.

The Contractor will not be entitled to payment for any work as extra or additional, unless it be ordered in writing as such by the Engineer.

38. **Quantities are Approximate.**—When quantities of the various classes of work to be done and materials to be furnished under the contract are stated, they are estimated and approximate. When stated in the Proposal they are given only for the purpose of comparing the bids on a uniform basis. The City does not guarantee that they will correspond to the actual amounts that are eventually comprised in the work, and no claim for damages, for anticipated profit, or for loss of profit will be allowed the Contractor in the event of their disagreement with the final estimate of work done and material furnished. The Department reserves the right to increase or decrease the quantities or to entirely omit any of the items as contained in the Proposal, to the extent found necessary by the Engineer, provided that the aggregate value of the work performed is within the limit of funds fixed in the contract.

39. **Prices for Contingent Work.**—In the absence of unit prices bid, the contractor will be required when ordered by the Engineer, to do at the applicable contingent prices in the contract any incidental work which may be necessary to the proper execution of the contract. Where a unit price is bid in a proposal, it shall govern for work of the class to which it relates.

40. **Force Account.**—a. Payment under Force Account will be for the actual and necessary direct cost of the work in accordance with the orders of the Engineer, and in addition thereto the percentage of such cost hereafter stated. "Actual and necessary direct cost" shall be deemed to include the following:

(1) The actual expenditure for labor for the time actually engaged in the work, including the distributed cost of foremen in direct charge of such labor and insurance, taxes and other payments applicable to such labor.

(2) The actual expenditure for materials used up or incorporated in the work.

(3) A reasonable hourly, weekly or monthly rental as applicable, as determined by the Engineer, for use of motor trucks and special equipment such as power-operated shovels, cranes, drills, paving breakers, etc. (but not including small hand tools), at a rate not to exceed the current local rate charged for the type of equipment used, for the time that such equipment is required on the work for the performance of Force Account work exclusively. The rental price shall be for the equipment provided on the work and shall include transportion to and from the work, fuel, power, lubricants, operating tools, repairs, depreciation, replacements, and the sharpening of drills and other tools required to keep them in the best working condition.

b. To the actual and necessary direct cost of the work done under Force Account as noted above, fifteen (15) per cent will be added to the expenditure for labor as set forth in sub-paragraph (1) above and ten (10) per cent will be added to the expenditure for materials. No additions will be allowed to the rental of trucks, and special equipment. These percentages, and the rental price for equipment furnished, shall be deemed to cover the cost of heat, light, use and upkeep of small hand tools, administration, engineering, superintendence, all loss, damage, risk, and expenses incidental to the work and profit. The Contractor shall have no claim in excess of the above, such payments being in full compensation for the performance of such work and the furnishing of such materials and for all expense in connection therewith and incidental thereto.

c. Should the Contractor sublet any portion of the work to be executed under Force Account, payment for that portion will be computed as the actual and necessary direct cost as defined above, exclusive of any profit to the sub-contractor, plus the percentages allowed, plus five (5) per cent of the total paid to the sub-contractor.

d. The Contractor shall submit daily a statement in duplicate of work done on a Force Account basis within twenty-four hours of the time the work is done, and representatives of the Engineer and the Contractor shall make daily comparison of the time and rates of labor, material used, etc., as given therein. After correction, if necessary, this comparison shall be signed by each and filed with the Engineer and the Contractor. The Contractor shall submit to the Engineer monthly, prior to each current estimate, four copies of an itemized statement of the amount and value of labor and materials furnished, accompanied by the original receipted bills for commodities purchased or for work performed under a subcontract, and by an affidavit certifying the correctness of the said statement. The Engineer shall have access to any books, vouchers, records, and memoranda showing the labor employed and the materials actually used on the specific operation and the actual net cost thereof.

e. Work done under Force Account shall be subject to all of the requirements of the contract. It shall be prosecuted in an orderly and economical way, and the prices paid for labor and material and the method of prosecuting the work shall be subject to the approval of the Engineer. No work nor material will be paid for under Force Account unless it be ordered as such in writing.

41. Current Estimates.—a. Current estimates of the approximate value of the work performed will be prepared by the Engineer at intervals of about one month during the progress of the work, provided that all of the requirements of the contract are being complied with and the value of the work done during the time covered by the estimate exceeds one thousand five hundred (1,500) dollars. To assist the Engineer in estimating the approximate value of the work performed, the Contractor shall furnish, subject to approval of the Engineer, an apportionment of any lump sum bid, showing in detail, its component parts. Payment will be made on the basis of these estimates, when approved by the Engineer. Current payments on incompleted items will be for the value of the work done and materials furnished, as apportioned by the Engineer. Current estimates may include a reasonable allowance for materials especially fabricated for the work as indicated on approved shop drawings delivered on the site or on City property, but no allowance will be made for raw materials, nor for materials not incorporated in the work unless especially fabricated therefor, nor for the Contractor's plant. The current estimates are approximate only, and subject to correction in the final payment. The current payment shall not bind the City to the acceptance of any materials furnished or work done.

b. Current estimates on contracts other than equipment contracts subject to test, will be reduced ten (10) per cent until the substantial completion of the work and the payments under the final or semi-final estimates are made; provided, however, that, when the amount of the current estimates reaches fifty (50) per cent of the limit of the contract, and all of the requirements of the contract, including its satisfactory progress, have been complied with, no additional percentage will be retained on succeeding estimates during the continuation of such satisfactory prosecution of the work. Current payments will be the amount of the estimate as thus reduced less the sum of all previous payments.

c. Current estimates on contracts for furnishing and/or installing electrical, mechanical, plumbing, heating, and other equipment subject to test, will include an allowance of fifty (50) per cent of the price bid for the units especially fabricated therefor (or the apportioned value thereof), when such equipment is delivered on the site or on City property. A further allowance of twenty-five (25) per cent will be made when the equipment is installed and ready for test.

42. Semi-final Estimates.—In the event that circumstances beyond the control of the Contractor prevent the immediate completion of minor items of work and all other conditions of the Contract Documents have been complied with, the Engineer may prepare an approximate semi-final estimate which shall release to the Contractor the moneys due him under the contract, the retained percentage, and the assessment bills, if any, retaining in lieu thereof a sum equal to twice the contract value of or estimated cost of the work remaining to be done; Provided, that the sum withheld shall not be less than two (2) per cent of the limit of the contract, unless the completion of such minor items of work must be delayed for reasons beyond the control of the Contractor for a period of more than three (3) months after the contract has been substantially completed, in which case the contractor may be paid in full for all of the work performed, and the contract left open until the completion of the required items of work.

43. Final Estimates.—When the entire work embraced in the contract has been completed, and all the requirements of the Contract Documents have been complied with, the balance due the Contractor, after all allowable additions and deductions have been made, will be paid to the Contractor, when approved by the Engineer, by checks drawn by the City Treasurer and/or assessment bills. The acceptance of payment under the final estimate shall constitute a waiver of all claims by contractor not filed previous to such acceptance.

44. Assessment Bills.—Where required by ordinance of Council, the Contractor shall receive, and accept as cash, assessment bills against abutting property, as compensation for furnishing materials, labor, tools, and equipment, and for doing work contemplated and embraced in the Contract Documents. He shall collect them at his own cost, and the better to enable him to do so, he may use the name of the City of Philadelphia and employ all legal remedies or proceedings, whether by lien, action in assumpsit, or otherwise, including recourse to the Appellate Courts to which the said City may be entitled. It is to be understood that the City does not in anywise guarantee either the value or the collection of assessment bills, and that in the event of neglect to properly file and collect the same no recourse shall be had against the City by reason thereof. The Contractor must accept and assume all risk of failure to collect such assessment bills.

D. MATERIALS, WORKMANSHIP, AND INSPECTION

45. Materials and Workmanship.—The materials used in the work under the contract shall conform to the requirements of the specifications and shall be those best adapted for the kind of service required. The workmanship shall be equal to the best standard practice. Work of reconstruction and restoration of City, corporation, or privately-owned structures shall be in accordance with the rules and regulations of the owners thereof. Where no requirements are specified for materials or for the methods of testing materials or equipment, they shall at least equal the latest standard or tentative specifications of nationally recognized standardizing agencies, such as the American Society for Testing Materials, the American Water Works Association, the American Society of Mechanical Engineers, the latest codes of the National Board of Fire Underwriters or, as they apply, and regulations of the Architecture and Engineering Division, Department of Public Property.

46. Inspection.—All of the work of the contract shall be subject to supervision and inspection of the Engineer or his designated representatives, and the Contractor shall afford every facility for the inspection of materials and workmanship. Electrical installations may also be subject to the inspection and approval of the Architecture and Engineering Division, Department of Public Property. Authorized representatives of the Department shall be permitted access at all reasonable times to all portions of the work, and to such portions of the place of manufacture of fabricated materials as may be necessary for complete inspection. Before beginning work the Contractor shall notify the Engineer of the type and source of supply of the principal materials which he proposes to furnish, and, as soon as possible thereafter, shall furnish samples of materials, fixtures, and appliances offered for approval. Before beginning the fabrication of materials, or before shipping materials of a specified type, he shall notify the Engineer in ample time to permit inspection at the place of manufacture, should the Engineer so desire. Such materials shall be delivered on the work properly marked for identification, and shall be subject to re-inspection and final acceptance or rejection at the site of the work. Materials inspected at the site of the work shall be delivered in ample time for sampling and testing. No materials shall be used on the work until accepted by the Engineer, and all materials rejected by the Engineer as unsuitable or not in conformity with the Plans or Specifications shall be immediately removed from the work. Unless otherwise specifically provided for, the cost of inspection and testing will be borne by the City. All work shall be prosecuted in the presence of the Inspector, and in a systematic manner and consecutive order. Work shall be done only during regular working hours unless specifically authorized or directed otherwise by the Engineer. The presence of the Inspector shall not lessen the obligation of the Contractor for construction in accordance with the contract requirements, or be deemed a defense on the part of the Contractor for infraction thereof. The Inspector is not authorized to revoke, alter, enlarge, relax, or release any of the requirements of the Contract Documents.

47. Investigation of Work.—Should the Engineer at any time have reason to suspect that defective work has been done, he may order an investigation made, and the Contractor shall furnish the necessary labor and appliances for the investigation. If any part of the work is thus found to be defective, the Contractor shall reconstruct it to the satisfaction of the Engineer, and the cost thereof and of the investigation shall be at the sole expense of the Contractor. If the work is found to be in accordance with the contract requirements, the Contractor will be reimbursed for the expense incurred because of the examination.

48. Defective Work or Material.—The Contractor shall remove, at his own expense, any work or material condemned by the Engineer as defective and not in accordance with the contract requirements, and shall rebuild and replace the same without additional compensation. Failure to do so shall be deemed a violation of contract and subject to the procedure established for such case. Any omission or failure on the part of the Engineer to disapprove or reject any work or material shall not be construed to be an acceptance of any such defective work or material.

E. CONSTRUCTION REQUIREMENTS

49. Prosecution of Work.—The method of procedure shall be subject to approval as best adapted for the safe, efficient, and expeditious prosecution of the work, with a minimum of interference with public traffic or convenience. Work shall be performed at such times and at such places as may be ordered or approved by the Engineer.

50. Right of Way.—Where work is constructed on private property in the lines of an unopened street, the City guarantees the Contractor, for access and construction purposes, the area only within the lines of said street.

Where work is constructed over private property, not within the lines of any street upon the City plan, the City guarantees the Contractor right-of-way between lines not more than twenty-five feet, each side, beyond the outside lines of the structure to be built, unless otherwise provided for, with right of access only within the lines of this strip and subject to the limitations of existing structures.

Where work is constructed within the lines of an open street, the City guarantees the Contractor use of the area only within the lines of said street, and subject to the requirements of these Specifications for maintenance of travel, existing structures, and access to abutting properties.

51. Maintenance of Traffic and Access to Property.—Traffic of all kinds shall be maintained continuously and access to buildings shall be provided for at all times, except where otherwise specifically permitted by the Contract Documents, or where temporary interference is authorized by the Engineer, in which case it shall be interrupted only for such time as is necessary to provide temporary substitutes for surfaces disturbed by the construction and to restore street and sidewalk surfaces after the completion of the work. Suitable bridges shall be built and maintained to permit owners and occupants to reach their premises. Where necessary, proper and easy means for passengers to reach or leave the street cars shall be maintained. Where partial occupation of the street is allowed, materials and equipment shall be so placed as to insure a minimum of interference with traffic; no materials shall be placed on the sidewalk within one foot of the curb line, and a clear sidewalk passage not less than four feet in width shall be maintained at all times. The work shall be so conducted that annoyance to residents and interference with the normal use of the properties will be reduced to a minimum. The flow in gutters and inlets shall be maintained. When access to any adjacent property is temporarily cut off, owing to occupancy of the street by the Contractor, he shall render every assistance to the owner or occupant in handling materials of every description that must be delivered to or removed from such property, including ashes, rubbish, and garbage, and such materials shall be taken to or from the nearest accessible point that, in the opinion of the Engineer, is convenient for handling. No additional compensation will be allowed for the various items of expense above noted.

52. Maintenance of Waterways.—In navigable streams all work shall be carried on in full compliance with the requirements of the United States Department of the Army and those of the Philadelphia Department of Commerce. Movement of boats and vessels of all kinds shall be maintained unless interference is permitted otherwise by the United States Department of the Army and the Navigation Commission for the Delaware River and its navigable tributaries and then only within the limits and times specified. Should the Contractor, during the progress of the work, sink, lose, or throw overboard any material, plant, machinery, etc., which may be dangerous to or obstruct navigation, he shall forthwith recover and remove the same. The Contractor shall give immediate notice to the proper authorities of such obstruction, and, if required, he shall, under the directions of the said authorities, mark or buoy such obstructions until the same are removed.

Upon the completion of the work affecting waterways of any character, all equipment shall be removed, and material deposited in such waterways shall also be removed unless otherwise ordered or permitted, so as to leave an unobstructed channel of the same width and depth and with the banks, retaining structures, or wharves in a condition equal to that existing before the beginning of work.

53. Access to Fire Hydrants and Fire Alarm Boxes.—Fire hydrants shall be left at all times clear of obstructions and readily accessible of fire apparatus, and no material or other obstructions shall be placed within ten feet of a fire hydrant. Fire alarm boxes shall be supported and protected and maintained so as to be readily accessible and open to view. Excavations shall be decked or bridged, where necessary, to permit the safe passage of fire apparatus and to give access to fire hydrants and to adjacent buildings for the extinguishing of fires. Where necessary, branch pipes shall be extended from the nozzles of the fire hydrants for convenient attachment to the fire engines. The pipes connecting the fire hydrants to the mains shall be protected from freezing, and the fire hydrants (particularly the high pressure type) shall, where necessary, be braced or tied to the connecting pipes to prevent movement under water pressure.

54. Construction Methods to be Approved.—Before commencing work, the Contractor shall, when required by the Engineer, submit for approval his proposed methods of prosecuting the work, including maintaining travel; underpinning; bulkheading; shoring; sinking foundations; handling spoil; lighting; maintaining structures, street surfaces, and drainage; and all other branches of his operations. Such approval is reserved in order to safeguard the City's interests, but it will in nowise relieve the Contractor of his obligation or responsibility for the safe and proper conduct of the work. He shall also submit for approval the locations and designs of shaft heads, trestles, loading hoppers, fences, etc., which shall be made neat and sightly.

55. Temporary Buildings.—Buildings, fences, and equipment erected by the Contractor shall be neat in appearnace and shall be painted a dark olive green color. No advertising matter, other than contract information and the name and address of the Contractor, shall be displayed on the work.

56. Danger Signals.—The Contractor, at his own expense, shall erect and maintain all necessary barricades, red lanterns, and danger signals. The lights shall be kept burning from sunset until sunrise, and necessary watchmen shall be provided for the safety of the public. The Contractor shall observe such rules relative to signals and safeguards as the police regulations, harbor regulations, laws, and ordinances require.

57. Detour Signs.—When permission is given to close a highway during contract operations and to divert the traffic therefrom, the contractor, at his own expense, shall erect and maintain highway barricades. Detour signs shall be placed by the Department of Streets. The Contractor will be required to notify the department seven (7) working days prior to the date of starting work and one (1) day prior to the date of completion. Copies of these notices shall be sent to the Traffic Engineer of the Department of Streets.

58. Contract Identification Signs.—The Contractor shall, at his own expense, erect and maintain in a prominent position upon the work a suitable sign, plainly lettered with the name and address of the Contractor, the character of the work and the name of the Department under which the contract is being carried out. No advertising matter other then the signs above noted shall be displayed on the work.

59. Safety and Sanitary Provisions.—The Contractor shall provide means and appliances and shall enforce suitable rules for the safe prosecution of the work and for the safety and health of the men employed on it. The completed portions of the work shall be kept clean and in a sanitary condition. The Contractor shall provide and maintain properly secluded sanitary conveniences, in accordance with existing regulations of the Department of Public Health, for the use of his workmen, and the exclusive use of them shall be strictly enforced.

60. Storage Space.—Buildings, yards, or sidings that may be required for the delivery or storage of materials shall be provided by and at the cost of the Contractor.. The use of streets for storing materials will not be permitted, unless specifically authorized by the Engineer.

61. Sunday Work.—The Act of Assembly approved April 22, 1794, prohibits work on Sundays. In case of emergency, permit for work on Sunday may be obtained from the Police Department upon certificate of urgency signed by the Engineer.

62. Night Work.—Work during the night shall be carried on with due regard to the comfort of nearby residents, and the method of prosecution shall be subject to the approval of the Engineer, who may, if conditions so require, order that no night work be done in specific localities. Workmen shall refrain from loud noises, calls, or whistles, and the operation of air compressors, rock drills, riveting machinery, and blasting is prohibited between the hours of 7:00 p.m. and 7:00 a.m. unless specifically permitted.

63. Power and Light.—In the built-up portion of the City, and elsewhere when ordered by the Engineer, the Contractor shall use either electric, compressed air or internal combustion engine power, unless conditions are such that use of steam power is not objectionable and its use is approved by the Engineer. When steam power is permitted the Contractor shall use anthracite coal under the boilers unless bituminous coal or oil is otherwise specifically permitted by the Engineer. When compressed air or internal combustion engines are used the exhaust shall be muffled. None but electric lights shall be used in or under buildings or anywhere on the work below the surface of the street.

64. **Use of Water.**—Permits for the use of City water upon construction work may be obtained upon application to the Department of Licenses and Inspections, endorsed by the Engineer. In general, water for contracts other than those relating to highway improvements shall be obtained through a ferrule attachment. Water for highway improvement contracts may be obtained through a hydrant attachment. In each case the application and use shall be in accordance with Water Department regulations. Where the ferrule attachment requires the opening of streets outside of the pay lines of the structures to be built under the contract, the Contractor will be paid for the additional work of excavation, including backfilling, and of repaving if required and ordered. On Water Department contracts, permits for use of water where a street opening is not involved, shall be obtained directly from the Water Department. Should the Contractor at any time waste water, the permit for its use will be revoked. No charge will be made for the water actually used for construction work.

65. **Prevention of Dust and Smoke.**—a. The Contractor shall keep the surface of the sidewalks and streets affected by his work, including decking and temporary paving, in a clean and neat condition. He shall sprinkle with water or otherwise treat the surface sufficiently to keep the dust laid during the progress of work. Piles of dirt or other material shall not be left on the surface. The abovementioned requirements are not intended to take the place of the usual duties of the Department of Streets but to supplement them. No fires of any kind or burning of debris on the site or adjacent to it will be permitted; the debris shall be disposed of off the site of the work.

b. The contractor shall be required to comply strictly with the provisions of the Air Pollution Code (Title 3 of the Philadelphia Code).

66. **Explosives.**—If any blasting is involved in the performance of the contract, the Contractor must obtain a blasting permit from the Department of Licenses and Inspections. Permits will be issued only upon approval of the Fire Marshal and posting of bond or Certificate of Insurance covering personal injuries and property damage. Blasting may be done only by licensed blasters duly licensed by this City. Storage of explosives and transportation of explosives to the site also require permits, which are issued by the Department of Licenses & Inspections subject to prior approval of the Fire Marshal.

67. **Work in Freezing Weather.**—Masonry of all kinds, pointing, grouting, plastering, and other work subject to the action of frost shall not be done when exposed to freezing weather, except under conditions where the Engineer may specifically direct or permit such work, subject to the heating of materials, the protection of finished work, and such other measures as may be deemed necessary. If operations are suspended on acount of freezing weather, the entire work shall be properly protected until the resumption of work is permitted. If a suspension of the work on account of freezing weather or from any other cause is necessary, the site shall be cleaned up and left in good order during the period of such suspension.

F. SURFACE, SUBSURFACE, AND OVERHEAD STRUCTURES

68. **Completeness of Data.**—The term "structures" used in these Contract Provisions shall apply to all surface, subsurface, and overhead structures of whatever character within the zone of influence of the work, including buildings situated in or adjacent to the excavation. Where these structures are shown or indicated on the Plans, the information given is in accordance with the best information in the possession of the Department, but is approximate only. The data are not warranted to be either complete or correct, and the Contractor shall assume all risks resulting from the conditions differing from the approximation shown.

69. **Support and Protection.**—All structures, unless specifically designated by the Engineer to be abandoned or relocated, shall be supported and protected at all times from injury, including damage from freezing, and maintained continuously in service. Should any injury occur while the work is in progress and the structures are under the protection of the Contractor, he shall fully restore such structures to as good condition as existed before the injury was done. All the above work, including also such changes of structures as are for the Contractor's own convenience in executing the work, shall be done without additional compensation, unless otherwise specifically provided for in the Contract Documents.

70. **Structures Interfering with Construction.**—If, in the course of the work, it is found that any of the existing structures occupy space required by the structure or its appurtenances to be constructed under the contract, or that they are so situated as to render it impracticable, in the opinion of the Engineer, to do the work called for under the contract in the manner specified, the Contractor shall excavate and uncover the portions of the structures within the payment lines for excavating under his contract and shall maintain such structures in service and shall notify the Engineer, who will arrange for the relocation, changing, or removal of the interfering pipes or structures within a reasonable time. The Contractor shall not move nor disturb the structures in any way without consultation with the owners and the approval of the Engineer. Structures belonging to the public utility companies, which are ordered by the Engineer to be removed or relocated, will be so removed or relocated and permanent supports placed, in general by their owners, without cost to the Contractor. The Contractor, however, shall support and protect them up to the time of their removal, shall co-operate with their owners during the process of relocation, and shall maintain and protect them if and when they are relocated within the zone of influence of his work. This work shall be done without additional compensation. Sewers, water pipes, electrical conduits, and other City-owned structures shall be constructed, relocated, or reconstructed as shown on the Plans or as may be ordered in the course of the work. Payment for this work will be made at the applicable prices in the contract unless otherwise specifically provided for. If approval be given by the Engineer to a request by the Contractor to effect a temporary or permanent relocation of structures, for his own convenience, and satisfactory arrangements can be made with the owners thereof, the work may be done at the expense of the contractor.

71. **Abandonment of Structures.**—In the case of structures the service of which is permanently abandoned, the Engineer will designate which of the materials are to be salvaged and which are to be abandoned in the trench. The Contractor shall remove and deliver to a designated point of storage materials ordered to be salvaged, and payment therefor will be made at the appropriate prices of the contract, unless otherwise specifically provided. He shall allow owners of privately-owned structures reasonable facilities for salvaging their property. Structures designated as abandoned shall become the property of the Contractor, and shall be removed from the work.

72. Co-operation with Public Utility Companies.—Notice shall be given by the Contractor to all individuals, companies, and the proper City officials owning or having charge of structures along any part of the work, of his intention to commence operations along such part of the route, at least one week in advance, and a copy of such notice shall be filed with the Engineer. The Contractor shall co-operate with other contractors and with the employees, officers, and agents of the City Departments and of the various companies which own, operate, or have supervision over the structures encountered, and shall conform to the reasonable requirements of the owners of such structures in regard to their safe maintenance. The Contractor shall give to authorized representatives of said Departments and companies free access at all times to the excavation and site to inspect the condition and support of their structures. Suitable arrangements shall be provided to facilitate access to valves and manholes. Ventilation openings shall be provided where gas is likely to accumulate. Where structures are to be constructed under the facilities of any public utility the Contractor shall arrange with the utility company for the removal or support and maintenance of such facilities.

73. Gas Pipes.—Any necessary alterations to the gas mains and gas service pipes, including temporary or permanent relocations thereof, will be made by the Philadelphia Gas Works Division, United Gas Improvement Company without expense to the Contractor. Owing to the liability of explosion of gas from leaky pipes within a covered excavation, the Company will by-pass the gas service in temporary pipes laid outside such excavation, in advance of the construction work. The mains and services that have been removed may be replaced in their permanent position after the backfilling has been sufficiently compacted.

74. Traffic Control Apparatus.—The Contractor shall support and maintain in their present locations, or in approved temporary locations, any existing traffic control masts, signals, apparatus, and their connecting cables, in condition to permit the uninterrupted functioning of the signals during the progress of the work, on temporary poles if necessary, and in a manner satisfactory to the Department of Streets. If the existing signal apparatus is supported on poles and these poles are moved to a temporary location during the progress of the work, the Contractor shall either erect temporary signal poles in the approximate locations of the original poles and erect the signals thereon, or shall extend the electrical connection to the poles as relocated, as may be ordered by the Engineer. Upon the restoration of surface conditions, the Contractor shall restore the equipment, including cables and electrical connections, to its original position and condition. This work, except new masonry, shall be done without additional compensation. Masonry piers will be paid for at the applicable unit prices.

75. Vaults.—The City will secure the vacation of vaults interfering with construction work without expense to the Contractor; but reasonable time shall be allowed the owners for the removal of materials and of any mechanical or other equipment that may be installed therein. These vaults will be vacated to the extent necessary, in the opinion of the Engineer, to do the work called for under this contract, including underpinning. The Contractor shall make arrangements with the owners of such vaults in regard to his occupation thereof, and shall give the owners at least two weeks' notice of his intention to remove or break into the walls.

76. Street Lighting Units.—Whenever it is necessary to remove, relocate, or adjust street lighting units, or poles with street lighting units attached and their approved necessary appurtenances, the work will be done by a person designated by the Street Lighting Section of the City's Department of Streets and/or the Philadelphia Electric Company, at no expense to the Contractor.

However, when directed by the Engineer, the Contractor will be required to pay the person who did the work for such costs. The Contractor will be reimbursed by the City, for the net amount of the expenditure, upon submission of a receipted bill for each street lighting unit paid for by him. This possible expenditure does not appear as an item in the proposal, and shall not be included in the bid price.

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PHILADELPHIA GAS WORKS
Montgomery Station

PGW

1800 North Ninth Street, Philadelphia, Pennsylvania 19122
Telephone: (215) CE 6-7000

CERTIFICATION SHEET

Airport High Speed Line

The gas main relocations or replacements for the above Project contain no Betterment.

Relocation shall mean the adjustment of utility 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 utility 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 the utility, not attributable to the mass transit construction.

HERTEL C. MISSIMER
Engineer of Distribution Design

HCM/mcp

Preliminary Cost Estimate of Gas Main Relocation Work

Caused By

Airport High Speed Line

Item No.	Location	Estimated Cost
1	58th Street	$336,170
2	60th Street	$176,540
3	63rd Street	$213,220
4	70th Street	$124,600
Total		$850,530

NOTE: All estimates based upon current costs. Allowance to be made for future changes in the value of this work.

HCM/mcl
5/14/76

File No. 12.2.7
May 14, 1976

EXHIBIT C-II

Preliminary Detailed Estimated Cost Analyses
of Gas Main Relocation Work
Caused By
Airport High Speed Line

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PGW Labor - (Salaries and Wages, Administration and Supervision)

Contract - (Excavation, Installation, Backfill and Paving Restoration - does not include Piping and Appurtenances) - Contractor

PGW Material - (All Pipe and Appurtenances)

PGW Paving - (Excluding Paving Under "Contract")

PGW Equipment - (Transportation, Machinery and Tools)

PGW Sundries - (Engineering Services, Petty Cash, Accounts-Payable, Permit Fees, Telephone Expenses, Payroll Taxes, Consultant Fees)

PGW Accounting - (Labor, Salaries and Wages, Administration, Indirect Overhead and Supervision)

Description	PGW Labor	Contract	PGW Material	PGW Paving	PGW Equipment	PGW Sundries	PGW Accounting	Total
A. 58th St., S. of Woodland Ave.								
1. 457' - 30" Main	$33,120.	$69,330.	$38,020.	$550.	$4,070.	$5,945.	$ 455.	$151,490
2. 456' - 20" Main	33,560.	20,120.	28,310.	2,290.	4,020.	7,090.	290.	95,680.
3. Additional Bridge Supports for 30" & 20" Mains	-	89,000	-	-	-	-	-	89,000
								336,170
B. Lindbergh Blvd., 60th to 300' EEC								
1. 415' - 20" Main (N.S.)	27,890.	41,510.	24,430.	1,570.	3,350.	5,065.	315.	104,130.
2. 285' - 20" Main (S.S.)	19,150.	28,510.	16,780.	1,080.	1,840.	3,935.	215.	71,510.
3. Retaining Assembly	420.	-	130.	150.	100.	95.	5.	900.
								176,540

File No. 12.2-1
May 14, 1976

Preliminary Detailed Estimated Cost Analyses

Of Gas Main Relocation Work

Caused by

Airport High Speed Line

	Description	PGW Labor	Contract	PGW Material	PGW Paving	PGW Equipment	PGW Sundries	PGW Accounting	Total
C.	63rd St. 25' to 650' S. of Eastwick Ave.								
1.	1,235' - 20" Main	44,740.	102,690.	45,460.	4,820.	5,980.	8,880.	650.	213,220.
D.	70th St., Lindbergh Blvd. to Norwitch Dr.								
1.	1,472' - 12" Main	13,760.	76,830.	24,670.	1,090.	1,330.	6,550.	370.	124,600.
	TOTAL	$172,640.	$427,990.	$177,800.	$11,550.	$20,690.	$37,560.	$2,300.	$850,530.

City's Share of Preliminary Estimated Cost of Gas Main Relocation Work Caused by Airport High Speed Line

No.	Location	Size Replaced	Footage Base	Footage Var.	Footage Total	Cost Unit	Cost Total	City Share	Remaining Life Age Yrs.	Remaining Life Factor %	City's Share to be borne by PGW	City's Share to be borne by Public Prop.
A.	58th St., S. of Woodland Ave.											
1.	30" Main	(30"	240'	24'	264'	331.49	79,557.60	2,649.26	43	57	$1,139.19	$ 1,510.07
		(30"Stl.	190'	19'	209'	331.49	69,281.41	2,307.07	21	58	968.97	1,338.10
2.	20" Main	(20"	205'	20'	225'	209.82	43,013.10	1,432.33	63	37	902.37	529.96
		(20"	240'	24'	264'	209.82	55,392.48	1,844.56	43	57	793.17	1,051.39
3.	Additional Bridge Supports for 30" and 20" Mains	-	-	-	-	-	89,000.00	2,963.70	-	-	1,363.31*	1,600.39*
B.	Lindbergh Blvd., 60th St. to 300' EEC											
1.	20" Main (South Side)	(20"	246'	25'	271'	250.91	67,996.61	2,264.28	52	48	1,177.43	1,086.85
		(20"	28'	3'	31'	250.91	7,778.21	259.01	8	92	20.73	238.28
2.	20" Main (North Side)	20"Stl.	218'	22'	240'	250.91	60,218.40	2,005.27	14	72	561.48	1,443.79
3.	Retaining Assembly	20"	-	-	-	-	900.00	29.97	-	-	-	29.97
C.	63rd St., 25' to 650' S. of Eastwick Ave.											
1.	20" Main	16"Stl.	90'	9'	99'	140.00	13,860.00	461.53	6	88	55.39	406.14
		16"Stl.	570'	57'	627'	140.00	87,780.00	2,923.07	5	90	292.31	2,630.76
		16"Stl.	65'	6'	71'	140.00	9,940.00	331.00	7	86	46.34	284.66
		16"Stl.	38'	4'	42'	140.00	5,880.00	195.80	11	78	43.08	152.72
		16"	230'	23'	253'	140.00	35,420.00	1,179.48	52	48	613.33	566.15
		16"	50'	5'	55'	140.00	7,700.00	256.41	29	71	74.36	182.05
		12"Stl.	138'	14'	152'	84.65	12,866.80	428.46	6	88	51.42	377.04
		12"Stl.	8'	1'	9'	84.65	761.85	25.36	5	90	2.54	22.82
		12"Stl.	75'	7'	82'	84.65	6,941.30	231.13	7	86	32.36	198.77
		12"	762'	76'	838'	84.65	70,936.70	2,362.19	59	41	1,393.70	968.49
		12"	50'	5'	55'	84.65	4,655.75	155.03	29	71	44.96	110.07

City's Share of Preliminary Estimated Cost of Gas Main Relocation Work
Caused by
Airport High Speed Line

No.	Location	Size Replaced	Base	Var.	Total	Cost Unit	Cost Total	City Share	Remaining Life Age Yrs.	Remaining Life Factor %	City's Share to be borne by PGW	City's Share to be borne by Public Prop.
D.	70th St., Lindbergh Blvd. to Norwitch Dr.											
1.	12" Main	12"Stl.	1,400'	140'	1,540'	84.65	130,361.00	4,341.02	11	78	955.03	3,385.99
			4,843'	484'	5,327'		$860,241.21	$28,645.93			$10,531.47	$18,114.46

* PGW and Dept. of Public Property shares calculated by using same ratio to total City Share as for 30" and 20" Mains.

Preliminary Estimated Cost of Gas Main Relocation Work Caused by Airport High Speed Line

No.	Location	Estimated Cost of Replacement System: Footage	Size	Unit Cost	Total Cost	Estimated Cost of Practical Minimum Footage Allowing for Difference in Size of Pipe: Footage	Size	Unit Cost	Cost (Even Dollars)
A.	58th St., S. of Woodland Ave.								
1.	30" Main	457'	30"	331.49	151,490.	457'	30"	331.49	151,490.
2.	20" Main	456'	20"	209.82	95,680.	456'	20"	209.82	95,680.
3.	Additional Bridge Supports for 30" & 20" Mains				89,000.				89,000
					$336,170.				$336,170.
B.	Lindbergh Blvd., 60th to 300' EEC								
1.	20" Main (Southside)	415'	20"	250.91	104,130.	415'	20"	250.91	104,130.
2.	20" Main (Northside)	285'	20"	250.91	71,510.	285'	20"	250.91	71,510.
3.	1 - Retaining Assembly	1-Unit	20"	-	900.	1-Unit	20"	-	900.
					$176,540.				$176,540.
C.	63rd St., 25' to 650' S. of Eastwick Ave.								
1.	20" Main	1,235'	20"	172.65	213,220.	1,235'	20"	172.65	213,220.
D.	70th St., Lindbergh Blvd. to Norwitch Dr.								
1.	12" Main	1,472'	12"	84.65	124,600.	1,472'	12"	84.65	124,600.
					$850,530.				$850,530.

File No. 12.2.1
May 14, 1976

Proration of Preliminary Estimated Cost of Gas Main Relocation Work Caused by Airport High Speed Line

Item	Description	Federal (80%)	State (16 2/3%)	City (3 1/3%) PGW	City (3 1/3%) Dept. Publ. Prop.	Total	Total Less PGW Share
A.	58th St., S. of Woodland Ave.						
1.	30" Main	121,192.00	25,253.32	2,196.51	2,848.17	151,490.	149,293.49
2.	20" Main	76,544.00	15,949.86	1,604.79	1,581.35	95,680.	94,075.21
3.	Additional Bridge Supports for 30" & 20" Mains	71,200.00	14,836.30	1,363.31*	1,600.39*	89,000.	87,636.69
B.	Lindbergh Blvd., 60th St. to 300' EEC						
1.	20" Main (South side)	83,304.00	17,358.47	2,142.40	1,325.13	104,130.	101,987.60
2.	20" Main (North side)	57,208.00	11,920.72	937.49	1,443.79	71,510.	70,572.51
3.	Retaining Assembly	720.00	150.03	--	29.97	900.	900.00
C.	63rd St., 25' to 650' S. of Eastwick Ave.						
1.	20" Main	170,576.00	35,543.77	1,200.56	5,899.67	213,220.	212,019.44
D.	70th St., Lindbergh Blvd. to Norwitch Dr.						
1.	12" Main	99,680.00	20,770.82	763.19	3,385.99	124,600.	123,836.81
	TOTAL	$680,424.00	$141,783.29	$10,208.25	$18,114.46	$850.530.	$840,321.75

* PGW and Dept. of Public Property shares were calculated by using same ratio to total City Share as developed for the 30" and 20" mains at this locations.

8-1205

RECEIVED
FEB 15 AM
PUBLIC UTILITY COMMISSION

THIS AGREEMENT made this 11 day of October, 1976, by and between the CITY OF PHILADELPHIA (hereinafter called "CITY"), in the Commonwealth of Pennsylvania, and ARCO PIPE LINE COMPANY, (successor in title to Atlantic Pipe Line Company) formerly named Keystone Pipe Line Company, and having been merged with and into ARCO PIPE LINE COMPANY, a Delaware corporation, effective as of the close of business on December 31, 1970, being duly authorized to do business in the Commonwealth of Pennsylvania, having its principal office in the City of Independence, County of Montgomery, State of Kansas (hereinafter called "COMPANY")

W I T N E S S E T H

WHEREAS, on May 4, 1937, Reading Company entered into an Agreement with COMPANY granting leave and license to COMPANY to place and maintain two (2) pipelines: the first pipeline being eight (8) inches in diameter for use in conveying petroleum products under and along the right-of-way and property of Railroad from a point 8615 feet east of Eddystone Freight Station, Delaware County, Pennsylvania, to a point 3,058 feet east of Bell Road, in the 40th Ward, City of Philadelphia, Pennsylvania, a distance of 28,586 feet; the second pipeline not to exceed twelve (12) inches in diameter, to be used for conveying petroleum products under and along said right-of-way from a point 8,615 feet east of Eddystone Freight Station, Delaware County, Pennsylvania to a point 3,058 feet eastof Bell Road and from a point 7,823 feet east of Bell Road to a point 9,623 feet east of Bell Road in the 40th Ward, City of Philadelphia, Pennsylvania, a distance of 30,486 feet; and,

WHEREAS, in October, 1975, with consent of Reading Company, certain sections of the above identified pipelines were relocated and other sections abandoned to accommodate the construction of Bartram Avenue in Tinicum Township, Delaware County, Pennsylvania, for which an amendatory agreement is pending; and

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,

DOCUMENT FOLDER
DOCKETED
APPLICATION DOCKET
FEB 16 1978
ENTRY No.

PA. P. U. C.
98061
Phila DATE: 1/13/78
EXHIBIT City 30
REPORTER: VARALLO

CITY OF PHILA.
EXHIBIT NO. 30

City Exh #26

WHEREAS, on June 22, 1977, the Philadelphia Electric Company granted to COMPANY an easement, a copy of which is attached hereto as Exhibit "A", permitting COMPANY to relocate certain of its pipeline installations presently within the former Reading Company right-of-way onto the property of the Philadelphia Electric Company.

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

(1) COMPANY 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 May 4, 1937 for the adjustment of the COMPANY pipelines within the Consolidated Rail Corporation property.

(2) Following receipt of the document described in paragraph 1 and notice to proceed from the CITY, COMPANY 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) The duties of the COMPANY inspector during construction of pipeline relocation consist of coordinating the efforts of the pipeline contractor and the COMPANY, logging daily reports of progress, maintaining records of receipt and storage of materials, requiring adherence of contractor to plans and specifications of contract and construction safety practices along pipeline construction route, issuing of any extra work orders deemed necessary, and instructing contractor's manpower in hydrotesting finished pipelines, remove and tie-in to existing pipelines, and final clean-up of construction site.

(2) The duties of the COMPANY engineer during construction of pipeline relocation consist of centerline and clearance survey for pipeline ditch, periodic on-site checking of progress, coordinating and advising COMPANY inspector efforts with contractor and finalizing as-built records, line purge, tie-in, and materials accounting for project closing reports.

(3) The duties of the COMPANY draftsman during construction of pipeline relocation consist of assisting the engineer in surveying, revising plans for final as-built records and maintaining engineering files on project.

(b) Construction

This project consists of completely installing new 8" and 12" diameter, high pressure, all welded, steel, underground petroleum products transmission pipelines to replace by relocation the present pipelines which shall be removed or abandoned, at the option of the COMPANY, to accommodate the structures planned for the proposed Airport High Speed Rail Line at the Viaduct and 70th Street Areas. The work includes the construction of approximately 1540 linear feet of 8" diameter and 1540 linear feet of 12" diameter pipelines in the Viaduct area, and approximately 260 linear feet of 8" diameter and 260 linear feet of 12" diameter pipelines including 100 linear feet of 12" diameter steel casing and 100 linear feet of 16" diameter steel casing at the 70th Street area. Included in the construction are all necessary radiographic weld inspection, hydrostatic line testing, purging product from existing pipelines, cutting and removing portions of existing pipelines and tying new pipeline into the present pipeline system. Those portions of Company's pipelines which are abandoned in place shall be rendered safe prior to such abandonment. In addition, protective concrete slabbing, necessary railroad flagmen and power company safety inspection, and miscellaneous construction services are included. The locations from which the COMPANY or its contractor shall remove or abandon COMPANY'S existing pipelines and the locations into which said pipelines shall be relocated are shown on ARCO Pipe Line Company's Drawings Nos. KPL-977 and KPL-978 which are attached hereto, made part hereof and marked Exhibit "B".

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

(4) CITY agrees to pay to COMPANY the sum of COMPANY'S costs incurred in the performance of the work described in paragraph 2 less the net proceeds received by COMPANY for those portions of its existing pipes which are removed, however, in no event shall the amount due COMPANY exceed $437,000.00.

(5) Following completion of the work described in paragraph 2, those portions of COMPANY'S pipes which are abandoned in place shall become the property of the CITY and the CITY accepts such pipelines as is in their present condition and agrees to forever release and discharge the COMPANY from any liability or damages that may arise as a result of such portions having been left in place; provided that such release shall not

applicable to any liability or damage which may result from any failure on the part of COMPANY to render safe the portions to be abandoned prior to such abandonment.

(6) The amount due COMPANY under this agreement shall be based upon COMPANY'S cost proposal which is attached hereto, made part hereof and marked Exhibit "C". The allowability of such costs shall be determined in accordance with "Policy and Procedure Memorandum 30-4, Utility Relocations and Adjustments", Federal Highway Administration, (June 29, 1973), which is incorporated herein and made part hereof by reference. The COMPANY represents that the pipeline relocation work which it performs hereunder does not constitute an upgrading or betterment of the pipeline facilities and is being performed at the request of the CITY in connection with their Airport High Speed Railroad project.

(7) COMPANY'S costs, not to exceed $437,000.00, shall be paid by CITY to COMPANY either:

(a) following the completion of the work described in paragraph 2 and the submission of a final invoice by COMPANY, or

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

(1) upon receipt of the notice to proceed, COMPANY may submit an initial invoice for the estimated amount of the reimbursable cost for materials to be provided by COMPANY not to exceed $37,000.00.

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 COMPANY under this agreement.

(2) upon incurring additional costs not included within sub-paragraph 7(b)(1), COMPANY 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 $10,000.00 additional costs, whichever occurs first.

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

(9) COMPANY shall furnish the CITY with bills or invoices and supporting documents in the number the CITY may require and upon the receipt of same CITY shall pay COMPANY any monies due hereunder in accordance with paragraph 8 hereof. COMPANY, to the best of its ability, shall utilize and submit to the CITY the CITY'S Accounting Forms VI-1 through VI-9 marked Exhibit "D", attached hereto and made a part hereof.

(10) All payment to COMPANY shall be in checks drawn by the City Treasurer.

(11) Following completion of the work described in paragraph 2, COMPANY's computation of the compensation paid or due to COMPANY under this agreement shall be subject to audit. COMPANY 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 COMPANY 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.

(12) If payment is made to COMPANY prior to final audit, and if at the time of final audit, the City, State of United States of America determines items of cost to be unallowable under this agreement, COMPANY shall make restitution of any overpayment to the CITY.

(13) It is understood and agreed that the funding sources for the compensation due COMPANY 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 COMPANY shall only be compensated for those materials, supplies or services rendered or incurred prior to notice to COMPANY of the termination of funding.

(14) CITY reserves the right to deny payment of any increase in COMPANY's costs which results from an error or omission on the part of COMPANY.

(15) COMPANY will obtain bids for the work described in paragraph 2(b) by soliciting bids from its list of at least three (3) approved contractors. Prior to soliciting said bids, COMPANY WILL submit the list to the CITY for CITY's approval. COMPANY 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.

(16) Unless notified by CITY to the contrary, COMPANY agrees to complete the pipeline relocation project described in paragraph 2 within three (3) years following written notice from CITY to proceed.

(17) COMPANY will provide CITY with progress reports.

(18) If COMPANY 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 COMPANY to perform such relocation, set forth in paragraph 4, shall be subject to review and revision.

(19) COMPANY 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 COMPANY in the performance of this agreement.

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

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

(22) 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, COMPANY 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 COMPANY;

(g) In all cases the CITY shall direct COMPANY 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, COMPANY 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.

(23) COMPANY 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.

(24) 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.

(25) 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.

(26) 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.

(27) During the performance of this contract, the COMPANY agrees as follows:

(a) The COMPANY will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The COMPANY 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 COMPANY 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 COMPANY will, in all solicitations or advertisements for employees placed by or on behalf of the COMPANY, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, or national origin.

(c) The COMPANY 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 COMPANY 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 COMPANY 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 COMPANY'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 COMPANY 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 COMPANY 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 COMPANY 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 COMPANY becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the COMPANY may request the United States to enter into such litigation to protect the interests of the United States.

(28) 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.

(29) In connection with the performance of this contract, the COMPANY 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.

(30) This agreement is entered into under the terms of the Philadelphia Home Rule Charter and in its performance, COMPANY 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.

(31) 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

Approved as to form
SHELDON L. ALBERT
City Solicitor
Per _____
Assistant City Solicitor

CITY OF PHILADELPHIA

By: _____
COMMISSIONER, PUBLIC PROPERTY

ARCO PIPE LINE COMPANY

ATTEST:

_____
Assistant Secretary, J. H. Keeley
(SEAL)

By: _____
Vice President, R. B. Hastie

COMMONWEALTH OF PENNSYLVANIA)
) ss:
COUNTY OF PHILADELPHIA)

On this the 22 day of Nov., 1977 before me Janet Althouse the undersigned Notary Public, personally appeared John Tourbis, who acknowledged himself to be Acting Commissioner, Public Property CITY OF PHILADELPHIA, a municipality, and that he, as such Acting 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 Acting Commissioner of Public Property.

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

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

Janet Althouse
Notary Public

STATE OF KANSAS)
) ss:
COUNTY OF MONTGOMERY)

On this the 22nd day of September, 1977 before me Mildred L. Russell 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.

Mildred L. Russell
Notary Public, Montgomery
County, Kansas.
(Mildred L. Russell)

NOTARY PUBLIC MONTGOMERY COUNTY, STATE OF KANSAS

My Commission expires February 7, 1980.

CITY OF PHILADELPHIA
PROCUREMENT DEPARTMENT

CONTRACT SUMMARY AND ENDORSEMENT

DATE

TO THE LAW DEPARTMENT

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.

	CONTRACTOR	AMOUNT OF AWARD	ANNUAL SURETY BOND
FINANCE CONTRACT NO. 7-585 LAW DEPT. NO. 8-1205 BID NO.	Arco Pipeline Co.		

DESCRIPTION

PERIOD COVERED

REQUISITION NOS.

ENDORSEMENT

OFFICE OF THE DIRECTOR OF FINANCE – ACCOUNTING DIVISION
Examined:
James G. Flores 11-17-77
(For the Director of Finance) (Date)

OFFICE OF THE CITY CONTROLLER
Examined:
(For the City Controller) (Date)

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.

Francis J Lindinger 11-18-77
(For the Director of Finance) (Date)

(For the City Controller) (Date)

P. O. NO.	ACCOUNT CODES	DEPARTMENT OR AGENCY	AMOUNT
M-71316	2177 20 41 48 250N0	Public Property, Transit	$372,710.00
M-81231	2578 20 41 [illegible] 250N0	" " Airport High Speed Line	64,290.00 $437,000.00

DECISION NO. PA77-3107

	Basic Hourly Rates	Fringe Benefits Payments			
		H & W	Pensions	Vacation	Education and/or Appr. Tr.
POWER EQUIPMENT OPERATORS					
CLASS I	12.60	5.5%	9.5%	a	1.2%
CLASS II	12.34	5.5%	9.5%	a	1.2%
CLASS III	11.47	5.5%	9.5%	a	1.2%
CLASS IV	11.26	5.5%	9.5%	a	1.2%
CLASS V	10.95	5.5%	9.5%	a	1.2%
CLASS VI	10.78	5.5%	9.5%	a	1.2%
CLASS VII	10.27	5.5%	9.5%	a	1.2%
CLASS VIII	9.53	5.5%	9.5%	a	1.2%

CLASSIFICATIONS DEFINITIONS

CLASS I - Handling steel and stone in connection with erection; cranes doing hook work; any machines handling machinery; cable spinning machines; Helicopters; machines similar to the above

CLASS II - Engineers working with dock builders and pile drivers, all types of cranes, all types of backhoes; cableways; draglines; keystones, all types of shovels; derricks; trench shovels; trenching machines; pippin type backhoes; hoist with two towers; pavers 21S and over; all types overhead cranes; building hoists - double drum (unless used as single drum); mucking machines in tunnel; gradalls; front-end loaders over 3 cu. yd., boat captain; tandem scrapers; tower type crane operation, erecting, dismantling, jumping or jacking; drill self-contained (Drillmaster type); fork lift (20 ft. and over), mortar patrols (fine grade), batch plant with mixer; Machines similar to the above

CLASS III - Conveyors (except building conveyors), building hoists (single drum), scrapers and tournapulls, asphalt plant engineers, roller (high grade finishing); caterpillar-type tractors with frontend overhead loaders and rubbertired loaders 2 c.y. up to & including 3 c.y., maintenance engineers with tools; spreaders, high or low pressure boilers, concrete pumps, well drillers, forklift trucks of all types; bulldozers D-7 or equivalent and over; ditch witch type trencher, motor patrol; machines similar to the above

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

CLASS V - All bulldozers under D-7, tractors including rubber-tired type with front and overhead loaders under 2 c.y., seaman pulverizing mixer, welders and maintenance engineers, fireman on power equipment, maintenance engineer (Power boat), and machines similar to the above

DECISION NO. PA77-3107

CLASSIFICATIONS DEFINITIONS CONT'D

CLASS VI - Conveyors (building), welding machines, heaters, wellpoints, compressors, farm tractors, form line graders, road finishing machines, pumps, power brooms (self contained), seed spreader and machines similar to the above

CLASS VII - Firemen

CLASS VIII - Oilers and deck hand (personnel boats)

FOOTNOTE:

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

DECISION NO. PA77-3107	Basic Hourly Rates	Fringe Benefits Payments			
		H & W	Pensions	Vacation	Education and/or Appr. Tr.
TRUCK DRIVERS					
CLASS I	8.32	.6425	.625	a+b	
CLASS II	8.42	.6425	.625	a+b	
CLASS III	8.62	.6425	.625	a+b	

CLASSIFICATIONS DEFINITIONS

CLASS I - Warehouseman, checker, fork lift driver, stake body truck (single axle), 1½ ton and under vehicles

CLASS II - Truck driver over 1½ tons, dump trucks, tandem and batch trucks, semi-trailers, agitator mixer trucks, and dumpcrete type vehicles, asphalt distributors, farm tractor when used for transportation, stake body truck (tandem)

CLASS III - Euclid type, off-highway equipment - back or belly dump trucks and double - hitched equipment straddle (Ross) carrier, lowbed trailers

FOOTNOTES:

a. Employer 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, employees with five (5) 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 schedule work days before and after the said holidays.

DECISION NO. PA77-3107	Basic Hourly Rates	Fringe Benefits Payments			
		H & W	Pensions	Vacation	Education and/or Appr. Tr.
LATHERS:					
ZONE 1	8.61	.225	.10		
LEAD BURNERS	10.75	.40	.25	d	.01
LINE CONSTRUCTION					
Linemen	13.76	.40	3%		1%
Groundmen	8.22	.40	3%		1%
Winch truck operator	9.60	.40	3%		1%
MARBLE SETTERS	10.20	.07	.97		
MILLWRIGHTS	10.62	2.77	1.30		.12
PAINTERS:					
residential use: *					
ZONE 1	8.00	.825	.40		.06
All other work:					
ZONE 1					
Brush	9.295	.825	.40	.40	.06
Spray, steel & swing	9.545	.825	.40	.40	.06
Roller	9.295	.825	.40	.40	.06
PAPERHANGERS:					
residential use *	8.56	.55	.35		
PILEDRIVERMEN	10.77	2.13	1.30	g	.12
POINTERS, CAULKERS AND CLEANERS	10.00	.85	.60		
PLASTERERS:					
residential use: *					
ZONE 1	8.825	.78			.01
All other work					
ZONE 1	9.67	.53			.01
PLUMBERS:					
residential use: *					
ZONE 1	11.24	.81	1.30		.14
All other work:					
ZONE 1	12.84	.57	1.00		.11
ROOFERS:					
residential use: *					
ZONE 1					
Composition, damp and waterproofers	9.32	.65	.55		
Slate tile	8.10	1.00	.50		
All other work:					
ZONE 1					
Commercial					
Composition, damp & waterproofers	12.03	1.30	.82	e	
Roofers Assistant	5.50	1.30	.82	e	
Slate, tile and asbestos	10.75	1.00	.50		
Asphalt shingle	8.91	1.00	.50		
SHEET METAL WORKERS					
ZONE 1 (Commercial)	12.61	1.04	.65		.03
SOFT FLOOR LAYERS:					
residential use *	7.50	1.58	1.30		.12
All other work	8.81	1.83	1.30		.12
SPRINKLER FITTERS					
ZONE 1	12.04	.60	.80		.10

DECISION NO. PA77-3107	Basic Hourly Rates	Fringe Benefits Payments			
		H & W	Pensions	Vacation	Education and/or Appr. Tr.
STEAMFITTERS					
ZONE 1	12.16	.80	1.45		.11
STONE MASONS					
ZONE 1	11.47	.87	.97		
TERRAZZO WORKERS	9.85	.87	.97		
TILE SETTERS					
residential *	9.25	1.10	.80		.14
All other work	9.47	1.35	1.03		.13
WELDERS - rate prescribed for craft performing operation to which welding is incidental.					

Paid Holidays (Where Applicable):
A-New Year's Day; B-Memorial Day; C-Independence Day; D-Labor Day; E- Thanksgiving Day; F- Christmas Day.

Footnotes:

a. Employer contributes 4% of basic hourly rate for 5 years or more of service or 2% basic hourly rate for 6 months to 5 years of service as Vacation Pay Credit.

b. Holidays: A through F.

c. Holidays: July 4th; Labor Day and Thanksgiving Day.

d. Holidays, A through F, Washington's Birthday, Good Friday and Christmas Eve, 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.

e. Holidays: Election Day

f. Holidays: Labor Day and Election Day

g. Holidays: A through F, Washington's Birthday, Good Friday and Christmas Eve providing the employee has worked 45 full days for the same 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, of any existing structures of not more than four (4) stories which is intended for predominently residential use:

SUPERSEDEAS DECISION

STATE: Pennsylvania

COUNTIES: Bucks, Chester, Delaware, Montgomery & Philadelphia

DECISION NO.: PA77-3107

DATE: Date of Publication

Supersedes Decision No.: PA77-3015 dated January 28, 1977 in 42 FR 5612

DESCRIPTION OF WORK: Building Construction, including single family homes and garden type apartments up to & including 4 stories

	Basic Hourly Rates	Fringe Benefits Payments: H & W	Pensions	Vacation	Education and/or Appr. Tr.
ASBESTOS WORKERS:					
ZONE 1	$12.22	.80	.50		.06
BOILERMAKERS	13.10	.75	1.00		.02
BRICKLAYERS:					
residential use *	10.88	1.10	1.00		.02
CARPENTERS:	8.75	.89	.50		.03
residential *	10.17	2.13	1.30		.12
	8.77	1.86	1.10		.12
CEMENT MASONS:					
residential *	10.00	1.74	1.55		
	9.00	1.19	1.55		
DRYWALL FINISHERS:					
residential use *	8.75	.89	.50		.03
All other work	9.75	.94	.75	.85	.03
ELECTRICIANS					
ZONE 1					
Commercial	12.59		3%+.76		2%
Residential up to and including 4 stories	11.77	6%	3%+.71		2%
ELEVATOR CONSTRUCTORS:					
Elevator Constructors	12.47	.745	.56	4%+a+b	.025
Elevator Constructors Helpers	8.73	.745	.56	(4%+a+b	.025
Elevator Constructors Helpers (Prob.)	6.235				
GLAZIERS					
ZONE 1	10.53	.50	.30		.01
IRONWORKERS:					
Structural & Ornamental	12.32	.84	1.36		.04
Reinforcing	12.07	.84	1.61		.01
LABORERS:					
residential use *					
CLASS I	6.95	.90	.65		
CLASS II	7.05	.90	.65		
CLASS III	7.10	.90	.65		
CLASS IV	7.25	.90	.65		
CLASS V	7.35	.90	.65		
CLASS VI	6.69	.90	.65		

CLASSIFICATIONS DEFINITIONS

CLASS I - Stripping & dismantling concrete& orm work, loading, carrying 7 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, raking, shoveling 7 tamping of asphalt, spading & concretepit work, grading, form pinning, shoring, demolition except burners, laying conduits and ducts, sheathing, lagging, laying non metallic pipe & caulking, all other types of Laborers

DECISION NO. PA77-3107

	Basic Hourly Rates	Fringe Benefits Payments: H & W	Pensions	Vacation	Education and/or Appr. Tr.

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

CLASS III - Wagon drill operator (single)

CLASS IV - Powdermen, wagon drill operator (multiple), circular caissons excavation; Caisson groundmen, Underpinning excavation; Laborers, working at depth of 8 feet or under

CLASS V - Caisson bottom man

CLASS VI - Yard workers

LABORERS:						
All other work						
CLASS I	-	8.50	.90	.65		
CLASS II	-	8.60	.90	.65		
CLASS III	-	8.65	.90	.65		
CLASS IV	-	8.80	.90	.65		
CLASS V	-	8.90	.90	.65		
CLASS VI	-	8.44	.90	.65		

CLASSIFICATIONS DEFINITIONS

CLASS I - Stripping & dismantling concrete& orm work, loading, carrying 7 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, raking, shoveling 7 tamping of asphalt, spading & concretepit work, grading, form pinning, shoring, demolition except burners, laying conduits and ducts, sheathing, lagging, laying non metallic pipe & caulking, all other types of Laborers

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CLASS V - Caisson bottom man

CLASS VI - Yard workers

LANDSCAPE LABORERS:						
CLASS I		7.00	.95	.65	c	
CLASS II		7.50	.95	.65	c	

CLASSIFICATIONS DEFINITIONS

CLASS I - Landscape Laborers

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

* 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 predominently residential use;

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

3107

DECISION PA77-2014 - Mod. 8 1
(42 FR 43353 - August 26, 1977)
Bucks, Chester, Delaware, Montgomery, Philadelphia Counties, Pennsylvania

	Basic Hourly Rates	Fringe Benefits Payments			
		H & W	Pensions	Vacation	Education and/or Appr. Tr.
Change:					
Boilermakers	$12.09	1.05	1.00		.02
Electricians:					
Zone - 1					
Commercial	12.59	6%	3%+6%		2%

Exhibit 4

THIS AGREEMENT made this 22nd day of June A.D. 1977, by and between PHILADELPHIA ELECTRIC COMPANY, a corporation of the Commonwealth of Pennsylvania, hereinafter called "Grantor" of the first part and ARCO 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 an 8 inch and a 12 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 pipelines are located making it necessary to relocate said pipelines; 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 pipelines;

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 two (2) underground oil pipelines, one eight (8) inches in diameter and the other twelve (12) 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 two (2) lines, 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 a thirty (30) foot wide strip of ground, 15 feet on each side of the center line described in accordance with Arco Pipe Line Company Engineering Department Drawing No. KPL-988 dated January 14, 1977 and revised March 15, 1977, as follows:

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° 12' 29" W. from Philadelphia Electric Company's "Airport" Control Monument, the Plane Coordinate position

Exhibit "A"

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° 10' 07" E. 41.30 feet to a point; (2) N. 41° 02' 19" E. 108.59 feet to a point; (3) N. 40° 19' 02" E. 100.00 feet to a point; (4) N. 39° 35' 45" E. 100.00 feet to a point; (5) N. 38° 52' 28" E. 100.00 feet to a point; (6) N. 38° 09' 11" E. 100.00 feet to a point; (7) N. 37° 25' 54" E. 100.00 feet to a point; (8) N. 36° 42' 37" E. 700.00 feet to a point and (9) N. 11° 00' 00" E. 85.00 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. 209,945.81 E. 2,700,676.45.

——SAID center line CONTAINING 1,434.89 feet or 86.96 Rods.

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

——The right of way, being part of the same premises which PHILADELPHIA ELECTRIC 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 SUBJCT, 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 interference, 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 Grantor's other facilities.

4. Grantee or its contractor shall be considered to be working in the vicinity of a transmission line if it is physically possible for 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.

10. Grantee or its contractor shall contact Grantor's Work Dispatcher at the South District, 830 Schuylkill Avenue, Philadelphia, Telephone No. (215) 841-6229, 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 (215) 841-5158 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, condition, use, construction, maintenance, repair, renewal or removal of said pipe line.

14. 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.C.C. No. page &c.

15. The pipe line shall be completed with 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 furnish Engineering plans of any cathodic protection system for review and approval 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 occurence
Property Damage	-	$200,000 each occurence

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 Grantee 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 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 pipe line, plans of 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 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.

PHILADELPHIA ELECTRIC COMPANY

ATTEST:

Secretary

BY:
Vice-President

ARCO PIPE LINE COMPANY

ATTEST:

Assistant Secretary
(J. H. Keeley)

BY
President
Theo L. Polesek

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF Philadelphia

On this, the 20th day of July, 1977, before me, ELIZABETH H. BOYER, the undersigned officer, personally appeared C.V. Myers, 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.

Notary Public

ELIZABETH H. BOYER
Notary Public, Philadelphia, Philadelphia Co.
My Commission Expires January 30, 1978

STATE OF KANSAS)
)
COUNTY OF MONTGOMERY)

On this, the 22nd day of June, 1977, before me, Mildred L. Russell, the undersigned officer, personally appeared Theo L. Polasek, who acknowledged himself to be the President of ARCO Pipe Line Company, a corporation, and that he as such 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 President.

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

Mildred L. Russell
Notary Public, Montgomery County, Kansas
(Mildred L. Russell)

My Commission expires February 7, 1980.

Quad No. 5701

AGREEMENT

FROM

PHILADELPHIA ELECTRIC
COMPANY

— TO —

ARCO PIPE LINE COMPANY
P.O. Box 2086
Sinking Spring, Pennsylvania
19608

PREMISES:
40th Ward
City of Philadelphia
Pennsylvania

PWK/jfg

EXHIBIT "C"

SUMMARY OF COSTS ESTIMATE

Revised 8-9-77

I.	Engineering Services (Exhibit C-1)	
	Labor	$ 54,387.00
	Travel and Living Expenses	6,540.00
II.	Contract Services (Exhibit C-2)	299,000.00
III.	Materials (Exhibit C-3)	37,000.00
IV.	Contingency	40,073.00
	TOTAL COSTS	$437,000.00

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	980.00
A. Sub Total - Company Direct Labor	21,435.00
Benefits (Vacation, Holiday, & Sickness) - 11.68%	2,504.00
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.	23,848.00
E. Total Costs for All Labor (B + C + D)	$54,387.00

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.	2,720.00
Total Travel and Living Expenses	6,540.00

EXHIBIT "C-2"

CONTRACT AND MISCELLANEOUS WORK ORDER SERVICES

Viaduct Area

Pipeline relocation, pipeline removal, & tie-in	
1540 lin. ft. 8" dia. pipe in common ditch @ $45/ft.	$ 69,300.00
1540 lin. ft. 12" dia. pipe in common ditch @ $55/ft.	84,700.00
Radiograph weld inspection	4,500.00
Hydrostatic testing	9,000.00
Nitrogen purge	15,000.00
Power company inspection (P.E.C.O.)	2,000.00
Railroad flagman (ConRail)	1,000.00
Removal of existing pipelines -	
1100 lin. ft. 8" dia. pipe @ $10/ft.	11,000.00
1100 lin. ft. 12" dia. pipe @ $12/ft.	13,200.00

70th Street Area

Pipeline relocation, pipeline removal, & tie-in	
260 lin.ft. 8" dia. pipe in common ditch @ $60/ft.	15,600.00
260 lin.ft. 12" dia. pipe in common ditch @ $80/ft.	20,800.00
100 lin.ft. 12" dia. casing @ $50/ft.	5,000.00
100 lin.ft. 16" dia. casing @ $60/ft.	6,000.00
Radiograph weld inspection	2,000.00
Hydrostatic testing	8,000.00
Nitrogen purge	15,000.00
Railroad flagman (ConRail).	1,000.00
Reinforced concrete protection slab	6,000.00
Removal of existing pipelines and casing -	
250 lin. ft. 8" dia. pipe @ $15/ft.	3,750.00
250 lin. ft. 12" dia. pipe @ $20/ft.	5,000.00
Miscellaneous services	1,150.00
TOTAL	$299,000.00

EXHIBIT "C-3"

MATERIALS LIST (Current 1976 Prices)

1800	lin. ft. 8-5/8" O.D. Smls. Steel pipe, std. wall, coated @ $6.25/ft.	$11,250.00
1800	lin. ft. 12-3/4" O.D. Smls. Steel pipe, std. wall, coated @ $11.00/ft.	19,800.00
100	lin. ft. 12-3/4" O.D. Steel casing @ $5.30/ft.	530.00
100	lin. ft. 16" O.D. Steel casing @ $3.75/ft.	375.00
4	8" x 12" end casing seals @ $24.00	96.00
4	12" x 16" end casing seals @ $28.00	112.00
11	8" dia. pipe, casing insulators @ $16.00	176.00
11	12" dia. pipe, casing insulators @ $17.00	187.00
2	8" Weld + end couplings @ $250.00	500.00
2	12" Weld + end couplings @ $300.00	600.00
	Field joint & pipe bend tape coating w/primer	1,000.00
2	Electrolysis test stations @ $500.00	1,000.00
	Miscellaneous materials (scrapers, wire, etc.)	1,374.00
		$37,000.00

SUMMARY SHEET
CONSULTANT CONTRACT – PROGRESS BILLING

CITY OF PHILADELPHIA
DEPARTMENT OF PUBLIC PROPERTY

Page of

NAME OF CONSULTANT | DATE | BILLING NO.

ADDRESS | FEDERAL PROJECT NO.

PROJECT NAME | LAW DEPT. CONTRACT NO. | STATE PROJECT NO.

CONTRACT DATE | CITY PROJECT NO.

THIS BILLING IS FOR *COMPLETED* MILESTONES & *IN-PROCESS* MILESTONES AS PER SCHEDULE NO. 6

SCHED. NO.	LINE NO.	LINE ITEM	BUDGETED AMOUNT A: Latest Contract Budget	B: Any Current Budget Changes	C: Total Changes Since Last Contract Budget	D: Current Budget	ACTUAL BILLINGS E: Previous Cost–Thru (Date)	F: Total Cost–Thru (Date)	G: Cost This Period
1	1	Direct Labor							
1	2	Overhead							
1	3	Fixed Fee							
1	4	Premium Time							
2	5	Principal Time							
3	6	Travel Expenses							
4	7	Other Direct Expenses							
5	8	Sub-Consultant							
	9								
	10								
	11								
	12	TOTALS							(A)
	13	VALUE OF COMPLETED & IN PROCESS MILESTONES FROM SCHEDULE 6							
	14	LESS: RETAINAGE OF _____ % (B) WITHHELD ON CURRENT BILL						(A) x (B) =	
	15	CERTIFIED BY						AMOUNT NOW DUE	

VERIFIED BY

EXHIBIT "D"
VI-L

IRECT LABOR ANALYSIS RECAP
SCHEDULE 1

CITY OF PHILADELPHIA
DEPARTMENT OF PUBLIC PROPERTY
CONSULTANT CONTRACT – PROGRESS BILLING

E OF CONSULTANT	DATE	BILLING NO.
RESS		
JECT NAME		
		FEDERAL PROJECT NO.
		STATE PROJECT NO.
DEPT. CONTRACT NO.	CONTRACT DATE	CITY PROJECT NO.

PAGE NO. OF SCHEDULE 1A	TOTAL PREMIUM TIME DOLLARS *(OVERTIME PREMIUM ONLY)*	TOTAL DIRECT LABOR DOLLARS
TOTALS	* $	** $

* *(Transfer Total Premium Time Dollars to Line 4 Col. C of Progress Summary Sheet)*

FOR SUMMARY SHEET INFORMATION

tal Direct Labor Dollars (A) ..... *(Transfer to Line 1 Col. G of Progress Summary)*	** $ *(Must Agree With Above Total)*	(A)
ovisional Overhead at _____ % (B)... *(Transfer to Line 2 Col. G of Progress Summary)*	+ (A × B):	(C)
tal Direct Labor + O/H	= (A + C):	(D)
lculation of Fixed Fee at _____ % (E) *(Transfer to Line 3 Col. G of Progress Summary)*	= (D × E):	*** (F)

*** *(Transfer (F) to Line 3 Col. G of Progress Summary Billing Sheet)*

EXHIBIT "D"
VT-2

DIRECT LABOR ANALYSIS
SCHEDULE 1A

CITY OF PHILADELPHIA
DEPARTMENT OF PUBLIC PROPERTY
CONSULTANT CONTRACT – PROGRESS BILLING

Page of

NAME OF CONSULTANT | DATE | BILLING NO.

ADDRESS

PROJECT NAME

FEDERAL PROJECT NO.

STATE PROJECT NO.

LAW DEPT. CONTRACT NO. | CONTRACT DATE | CITY PROJECT NO.

EMPLOYEE					NO. OF HOURS		DOLLARS	
NO.	NAME	JOB TITLE	HOURLY RATE	PREMIUM RATE	REGULAR	PREMIUM	PREMIUM	DIRECT LABOR
			(A)	(B)	(C)	(D)	(A x C)	(B x D)

(Transfer to Direct Labor Analysis Recap Schedule 1) TOTALS

EXHIBIT "D"

SCHEDULE 2	DEPARTMENT OF PUBLIC PROPERTY CONSULTANT CONTRACT - PROGRESS BILLING	Page of
OF CONSULTANT	DATE	BILLING NO.
DRESS		
OJECT NAME		
		FEDERAL PROJECT NO.
		STATE PROJECT NO.
DEPT. CONTRACT NO.	CONTRACT DATE	CITY PROJECT NO.

PRINCIPAL

NAME	HOURLY RATE (A)	HOURS CHARGED (B)	DOLLAR AMOUNT (A x B)

TRAVEL EXPENSES
SCHEDULE 3

CITY OF PHILADELPHIA
DEPARTMENT OF PUBLIC PROPERTY
CONSULTANT CONTRACT – PROGRESS BILLING

Page of

NAME OF CONSULTANT

DATE

ADDRESS

BILLING NO.

PROJECT NAME

FEDERAL PROJECT NO.

STATE PROJECT NO.

LAW DEPT. CONTRACT NO.

CONTRACT DATE

CITY PROJECT NO.

SUMMARIZATION OF TRAVEL EXPENSES

DATE	EMPLOYEE'S NAME	DESTINATION		REASON	AMOUNT
		FROM	TO		

[illegible]	CONSULTANT CONTRACT – PROGRESS BILLING	Page of
NAME OF CONSULTANT	DATE	BILLING NO.
ADDRESS		
PROJECT NAME		
		FEDERAL PROJECT NO.
		STATE PROJECT NO.
W DEPT. CONTRACT NO.	CONTRACT DATE	CITY PROJECT NO.

SUMMARIZATION OF OTHER DIRECT EXPENSES

DATE	VENDOR OR INTERNAL SOURCE	INVOICE OR REF. NO.	DESCRIPTION	AMOUNT

SCHEDULE 6

DEPARTMENT OF PUBLIC PROPERTY
CONSULTANT CONTRACT - PROGRESS BILLING

...E OF CONSULTANT	DATE	BILLING NO.
DRESS		
OJECT NAME	FEDERAL PROJECT NO.	
	STATE PROJECT NO.	
...N DEPT. CONTRACT NO.	CONTRACT DATE	CITY PROJECT NO.

SUMMARY OF SUB-CONSULTANTS BILLING

NAME OF SUB-CONSULTANT	BILLING NO.	DOLLAR AMOUNT

LINE ITEM	CONTRACT SUMMARY				COST BREAKDOWN		
	LATEST CONTRACT BUDGET	ANY CURRENT BUDGET CHANGES	TOTAL CHANGES SINCE LAST CONTRACT BUDGET	CURRENT BUDGET	PREVIOUS COST THRU (Date) (/ /)	TOTAL COST THRU (Date) (/ /)	COST THIS PERIOD
...rect Labor							
...erhead							
...xed Fee							
...emium Time							
...incipal Time							
...avel Expenses							
...her Direct Expenses							
...b-Consultant							
...ministrative Fee							
TOTALS ...nsfer Totals to Line ...f Progress Billing ...mary)							(A)

Calculation of Administrative Fee At _____ % (B) (A x B) = _____

(Transfer Total of (A x B) to Line 9 Col. G. of Progress Billing Summary Sheet)

EXHIBIT "D"
VI-7

COMPLETE MILESTONES

SCHEDULE B

DEPARTMENT OF PUBLIC PROPERTY
CONSULTANT CONTRACT - PROGRESS BILLING

E OF CONSULTANT	DATE	BILLING NO.
DRESS		
JECT NAME	FEDERAL PROJECT NO.	
	STATE PROJECT NO.	
DEPT. CONTRACT NO.	CONTRACT DATE	CITY PROJECT NO.

MILESTONE/ TASK NO.	DESCRIPTION	BUDGETED VALUE AMOUNT	EARNED VALUE COMPLETED AND IN PROCESS	
			DOLLAR VALUE	% OF WORK COMPLETED