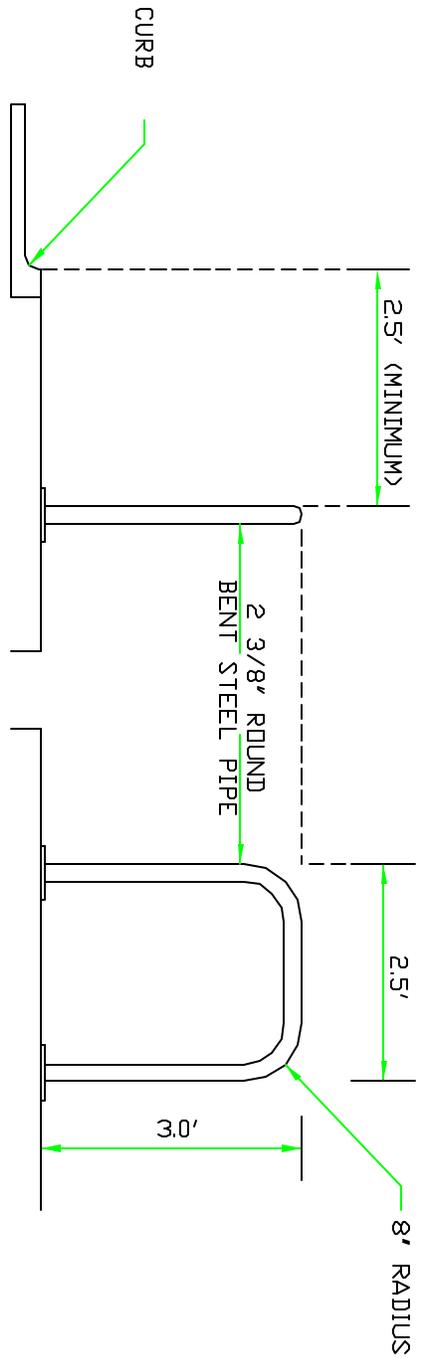
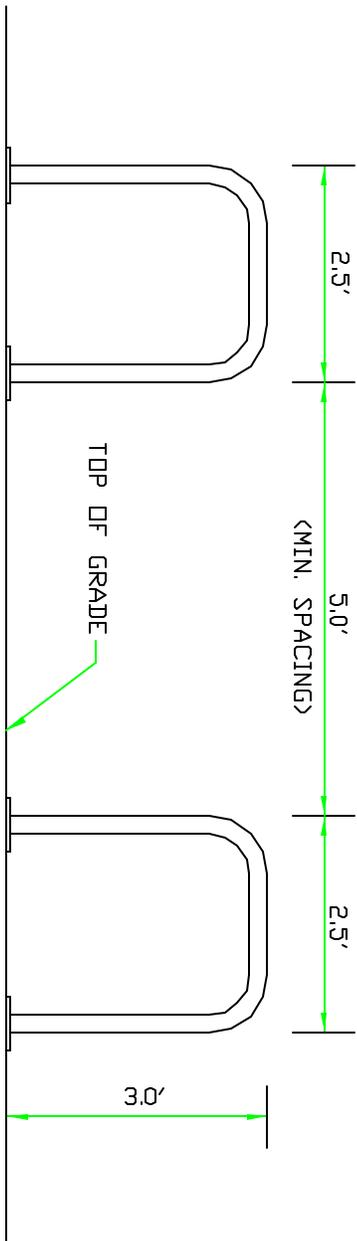


BICYCLE RACK DETAIL



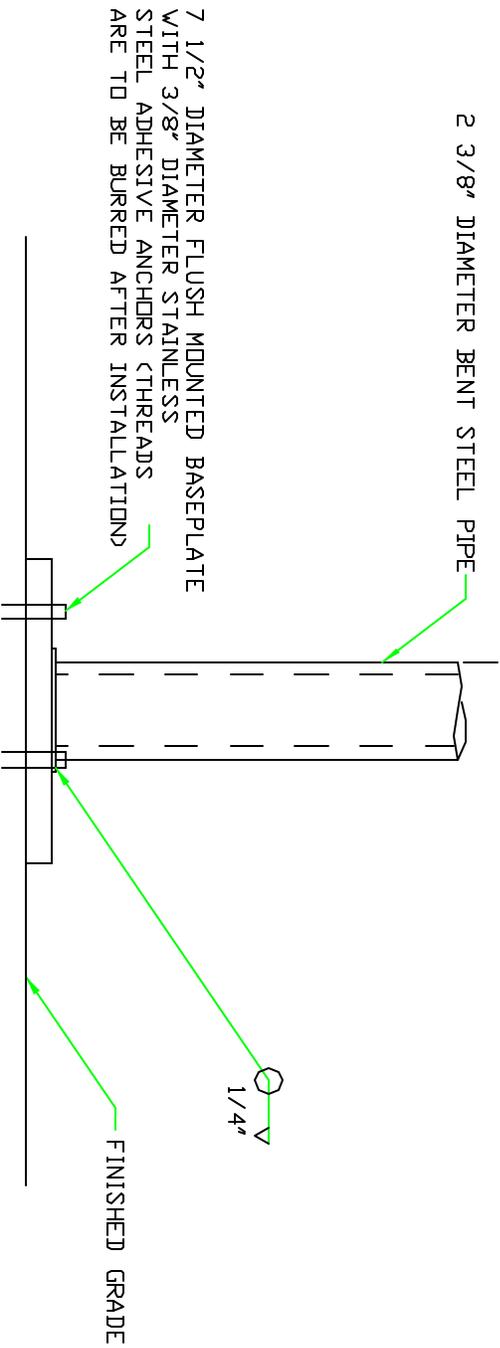
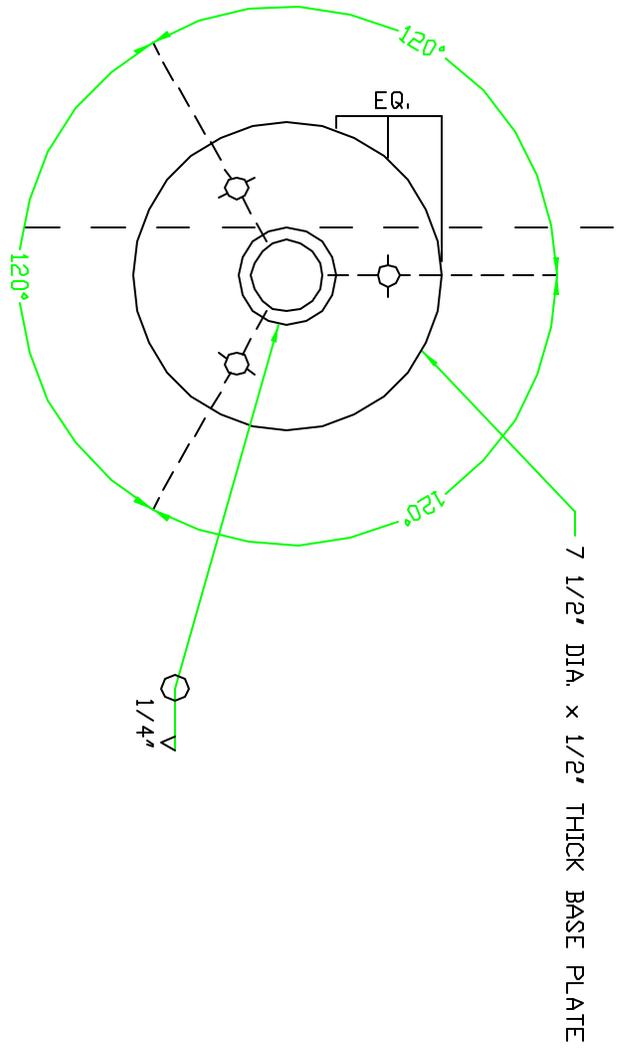
INVERTED "U" BICYCLE RACK



SPACE REQUIREMENTS - INVERTED "U"

NOT TO SCALE

BICYCLE RACK DETAIL

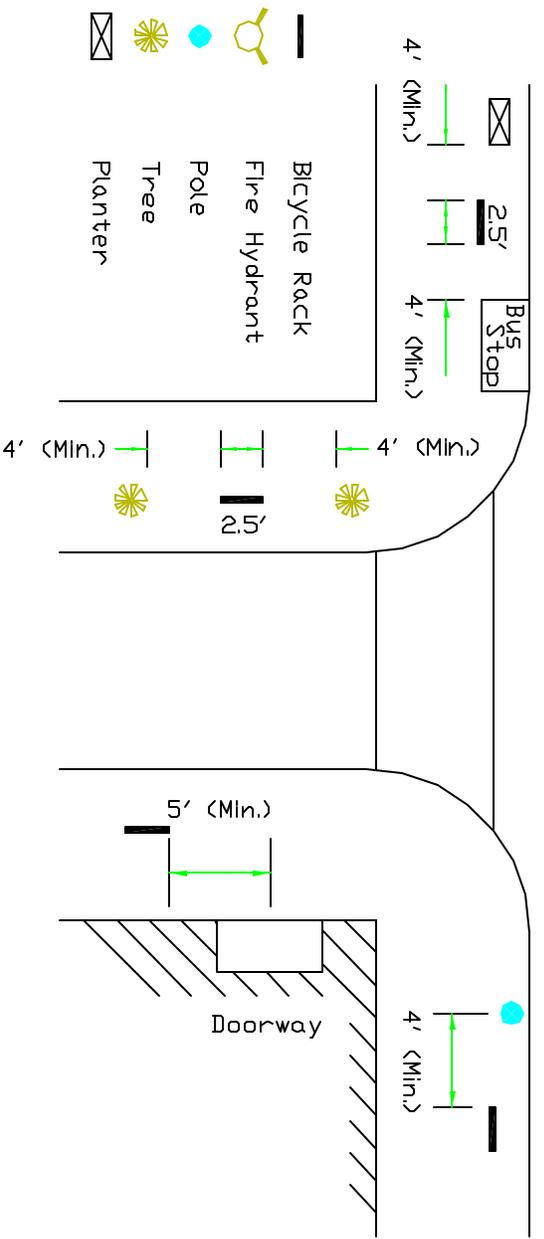
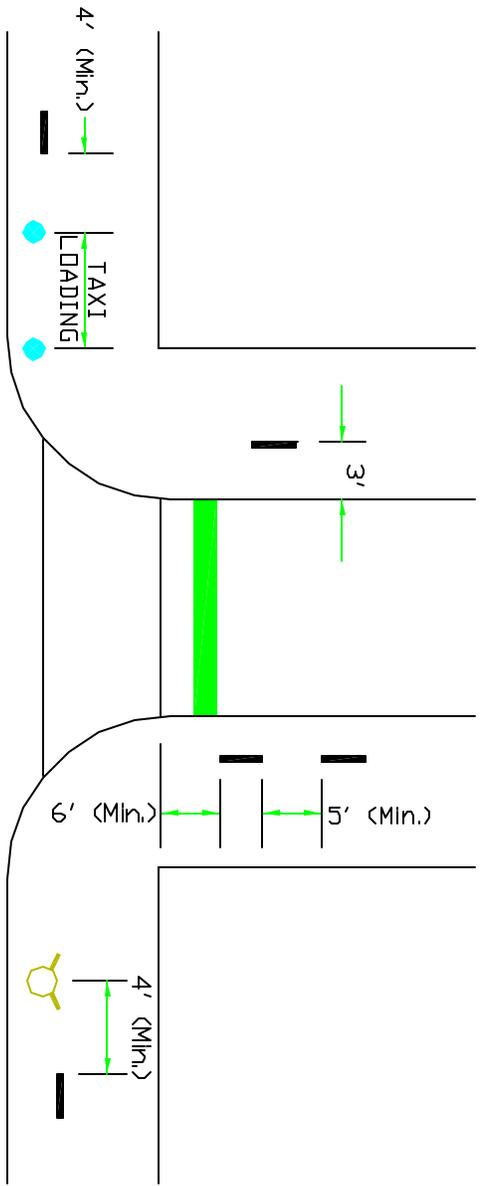


SURFACE MOUNT DETAIL

NOT TO SCALE

BR-2

BICYCLE RACK DETAIL



TYPICAL BICYCLE RACK LOCATIONS

NOT TO SCALE

BR-3

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, <i>if known</i> : Congressional District, <i>if known</i> : 4c	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, <i>if known</i> :	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, <i>if applicable</i> : _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

CITY OF PHILADELPHIA



**STANDARD CONTRACT REQUIREMENTS
FOR PUBLIC WORKS CONTRACTS
FOR ECMS BIDS**

**PROCUREMENT DEPARTMENT
June 28, 2007**

CITY OF PHILADELPHIA
STANDARD CONTRACT REQUIREMENTS

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STANDARD CONTRACT REQUIREMENTS

A. DEFINITIONS

THIS SECTION INTENTIONALLY OMITTED

B. BIDDING REQUIREMENTS

3. Qualifications of Bidder.

THIS PARAGRAPH INTENTIONALLY OMITTED

4. Examination of Contract Documents and Site.

a. THIS SUBPARAGRAPH INTENTIONALLY OMITTED

b. THIS SUBPARAGRAPH INTENTIONALLY OMITTED EXCEPT AS FOLLOWS:

1. If Bidder desires to obtain similar data or information, or to conduct an independent subsurface investigation of the Project site, the Bidder must notify the Department in writing at least ten (10) days prior to the date for opening of Bids, or not later than five (5) days after the date on which Bids are first advertised by the City, whichever date is earlier. Upon written notice from Bidder, the City shall afford Bidder the opportunity, at Bidder's sole expense, to make test borings or soundings, to drive test piles, or to dig test pits on that portion of the Project site in which the work under this Contract will take place. Bidder shall be responsible for complying with all Applicable Law relating to such activity. The foregoing to the contrary notwithstanding, the City reserves the right to reject such investigations by any Bidder when the City deems such rejection to be in the City's best interest. If the City permits such investigations by any Bidder, then (a) each such Bidder, prior to its entry onto the Project site, shall deliver to the City a certificate of insurance conforming to the requirements of Paragraph 31 below, and a License Agreement in the form provided by the City; (b) each such Bidder shall indemnify, defend and hold the City harmless from and against any and all claims, causes of action, suits, damages, losses, costs and expenses, whether for personal injury or property damage or for any other reason, arising out of such Bidder's entry on the Project site; (c) such Bidder covenants and agrees that it shall restore the Project site to the same condition as existed prior to such Bidder's entry onto the Project site; (d) the City reserves the right to require the delivery of payment and performance bonds prior to any entry onto the Project site by such Bidder; (e) in the event more than one Bidder seeks to conduct such investigations, the City reserves the right to coordinate and schedule such investigations so as to minimize interference with the use of the Project site and other adjacent sites and any interference with other work at the Project site or adjacent to the Project site.

2. Failure of a Bidder to notify the Department in writing of a Bidder's desire to obtain such information shall operate as an absolute bar to any claim by a Bidder that it had no reasonable means of making an independent subsurface investigation of the site.

c. If a Bidder discovers or encounters any ambiguity or discrepancy in the Contract Documents in the course of preparing its Bid, the Bidder shall promptly notify the Department of the ambiguity or discrepancy prior to the date and time for receipt and opening of Bids. The City, so advised, may, at its sole discretion determine whether such ambiguity or discrepancy exists and whether any corrective action is necessary.

5. Antibid-Rigging Act.

THIS PARAGRAPH INTENTIONALLY OMITTED

6. **Multiple Bid Restriction.**

THIS PARAGRAPH INTENTIONALLY OMITTED

7. **Bid Submission.**

THIS PARAGRAPH INTENTIONALLY OMITTED

8. **Bid Withdrawal.**

THIS PARAGRAPH INTENTIONALLY OMITTED

9. **Bid Responsiveness.**

THIS PARAGRAPH INTENTIONALLY OMITTED

10. **Security for Execution of Contract.**

THIS PARAGRAPH INTENTIONALLY OMITTED

11. **Bid Processing Fee.**

THIS PARAGRAPH INTENTIONALLY OMITTED

12. **Document Preparation Fee.**

THIS PARAGRAPH INTENTIONALLY OMITTED

13. **Business Tax Requirements.** Any Contractor, or vendor of goods, wares and merchandise, or purveyor of services, who bids on and is awarded a contract by the City or the School District of Philadelphia, is subject to Philadelphia's business tax and applicable ordinances and regulations. Anyone who is awarded a contract by the City or the School District of Philadelphia pursuant to a formal bid solicitation, including a Bid Solicitation, shall be deemed to have entered into a contract within the City, and the subsequent delivery of goods into the City, or performance of services within the City constitutes "doing business" in the City and subjects the successful Bidder to one or more of the following taxes: (a) Business Privilege Tax; (b) Net Profits Tax; and (c) City Wage Tax. The successful Bidder, if not already paying the aforesaid taxes, is required to apply to the Department of Revenue for a tax identification number and to file appropriate business tax returns as provided by law.

14. **Tax Indebtedness.** The successful Bidder shall represents, warrants and covenants that the Contractor and any entities controlling the Contractor, under common control with the Contractor, or controlled by the Contractor are not currently indebted to the City, and will not at any time during the term of the Contract be indebted to the City, and will not at any time during the term of this Contract (including any extensions or renewals thereof) be indebted to the City, for or on account of any delinquent taxes (including, but not limited to, taxes collected by the City on behalf of the School District of Philadelphia), liens, judgments, fees or other debts for which no written agreement or payment plan satisfactory to the City has been established. In addition to any other rights or remedies available to the City at law or in equity, the Contractor acknowledges that any breach or failure to conform to this representation, warranty and covenant may, at the option of the City, result in the withholding of payments otherwise due to the Contractor and, if such breach or failure is not resolved to the City's satisfaction within a reasonable time frame specified by the City in writing, may result in the offset of any such indebtedness

against said payments or the termination of this Contract for default (in which case the Contractor shall be liable for all excess costs and other damages resulting from the termination), or both.

15. Business Privilege License. A Business Privilege License ("BPL") is required for every Person desiring to engage in any business within the City, whether or not such Person maintains a place of business in the City. The successful Bidder will be required to furnish a BPL number at the time of Contract award, but no later than before the "Notice to Proceed" is issued. In the event the successful Bidder has applied for, but not been issued, a BPL, a photocopy of the application will be acceptable. The BPL is a one-time license with no expiration date. Only one (1) license is needed for multiple locations or for multiple businesses for the same Person. If the Bidder has never had a BPL assigned, the Bidder may request one by filing a "Miscellaneous License Application". In order to be assigned a BPL, it is necessary to have a "Philadelphia Business Tax Account Number". This is a number assigned by the City's Department of Revenue to identify City tax accounts. If the Bidder has never had a number assigned, the Bidder may request one by filing an "Application for Philadelphia Business Tax Account Number". Any tax account previously opened for the Bidder which is unsettled or delinquent will cause delay and may preclude the issuance of a new license. Applications may be obtained from the Department of Licenses and Inspection, License Issuance Unit.

16. Comparison of Bids.

THIS PARAGRAPH INTENTIONALLY OMITTED

17. Award of Contract.

THIS PARAGRAPH INTENTIONALLY OMITTED

18. Binding Contract and Execution of the Contract.

THIS PARAGRAPH INTENTIONALLY OMITTED

19. Contract Surety.

THIS PARAGRAPH INTENTIONALLY OMITTED

C. GENERAL REQUIREMENTS OF THE CONTRACT

20. Unauthorized Acts. Any act of any City representative, official, agent, or employee, which is not within the scope of his or her authority as set forth in the Contract Documents or pursuant to the Philadelphia Home Rule Charter, shall not be binding on the City and shall not be deemed as a defense to the Contractor for the breach of any of the terms and conditions of the Contract.

21. Cancellation of the Contract.

THIS PARAGRAPH INTENTIONALLY OMITTED

22. Termination for the Convenience of the City. The City may terminate this Contract at any time during the term of the Contract, for any reason, including, without limitation, the City's own convenience. Written notice of termination shall be sent to the Contractor by the Procurement Commissioner which notice shall set forth the effective date of the termination. Upon receipt of such notice of termination, the Contractor shall stop all work under the Contract. Upon termination under this Paragraph, the City shall be liable to the Contractor only for the cost and profit on the physical work then completed on the job site by the Contractor and in place. The City shall

have no additional liability or cost for termination of the Contract, including, but not limited to, any penalty, the Contractor's anticipated profits, the Contractor's estimating costs, or any loss on the work terminated. If termination of the Contract occurs prior to the issuance of the Notice to Proceed, the City shall not be liable to the Contractor for any cost or lost profits of the Contractor, regardless of whether the Contractor may have performed some physical work, except where the Project Manager has otherwise authorized in writing the commencement of work by the Contractor, in which case the City's liability to the Contractor shall be governed by the prior terms of this Paragraph. Termination of the Contract shall not affect any obligation or liabilities of either Party accruing prior to termination.

23. Contractor's Obligations.

THIS PARAGRAPH INTENTIONALLY OMITTED

24. Performance of Work by the Contractor.

THIS PARAGRAPH INTENTIONALLY OMITTED

25. 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 Contractor in kind or in cash, or as a credit to the Contract as determined by the Department, 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. The material or equipment shall be taken in its "AS IS" condition and the Contractor shall maintain the material or equipment in the same condition as when received, less normal wear and tear. Should damage occur, repair or replacement shall be made by the Contractor at its own expense, at the election and to the satisfaction of the City, in accordance with specifications approved in writing by the City.

26. Contract Time.

a. Times set forth in the Contract Documents for the performance of the work or any portion thereof are essential elements of the Contract. The Contractor shall begin work within ten (10) days from the date of issuance of the Notice to Proceed from the Department directing the Contractor to proceed with the work, and shall complete all work covered by the Contract Documents within the time specified in the General Bidding and Contract Requirements.

In submitting a Bid, the Contractor acknowledges and agrees that the Contract time, as specified in the General Bidding and Contract Requirements, is a reasonable period for performing the work.

b. Except as may otherwise be required by the General Bidding and Contract Requirements or the Technical Specifications, the Contractor shall prepare and submit to the Project Manager, before starting work, a written and detailed construction schedule which shall, at a minimum, indicate the milestone dates on which the Contractor intends to start and end each of the principal items of work under the Contract and which shall indicate generally how the Contractor intends to complete the work under the Contract within the Contract time specified. The Contractor's construction schedule shall include a schedule or timeline for submission of Shop Drawings or other submittals to the Department, which shall be coordinated with the overall construction schedule and which allows for a reasonable time for the Department or the Project Manager to review the submittals or such time as the Department or the Project Manager may otherwise require pursuant to any of the Contract Documents. The Contractor's construction schedule shall in no event exceed the time allotted for completion of the Contract. From time to time, the Contractor shall revise and update its construction schedule to show changes to the schedule and any agreed revisions to the Contract time. The Contractor acknowledges that its failure to submit a written schedule to the Project Manager, as herein provided, shall preclude the assertion of any claim for delay or interference to Contractor's schedule or prosecution of the work and shall further preclude the assertion of any claim or request for an extension of the Contract time.

c. The Contractor shall be entitled to a reasonable extension of time for unavoidable delays or interference in completion of the Contract caused by:

1. Any acts or omissions of the City (but not PGW, or its contractors, or any other non-City utilities or authorities) which occur subsequent to the issuance of the Notice to Proceed and which cause delay in the

completion of the Contract, by failure to give possession of the site, by changes in the Plans and Technical Specifications, or by requiring for any cause the suspension of the work under the Contract, except where such suspension is the result of a default or other act or omission by the Contractor. Any delay or postponement in the issuance of the Notice to Proceed shall not entitle the Contractor to an extension of the Contract time and shall not give rise to any claim for delay, disruption, or interference by the Contractor. The Contractor's remedies in the event of a delay or postponement in the issuance of the Notice to Proceed shall be governed solely by 62 Pa.C.S. § 3912.

2. Causes not reasonably foreseeable by the Parties at the time of the execution of the Contract and which are entirely beyond the control and without the fault or negligence of the Contractor, including, but not limited to, acts of God, acts of the public enemy, acts of governmental authorities, quarantine restrictions, general strikes throughout the trade or freight embargoes not caused or participated in by the Contractor, fire, floods, pandemics and weather of unusual severity, such as hurricanes or tornadoes.

d. Delays caused by the Contractor's Subcontractors or materialmen shall not, in themselves, be cause for an extension of time by the City. To warrant an extension of time, such delays must be occasioned by the same causes specified in Paragraphs 26 (c) (1) and (2) above.

e. Time extensions shall be handled as follows:

1. The Contractor, within five (5) days after the beginning of any delay or interference to its construction schedule, shall notify the Project Manager in writing of the occurrence of the delay or interference, stating with reasonable particularity the cause or causes of the delay or interference and the Contractor's intention to seek an extension of time.

2. Any claim by the Contractor for a time extension must be made in writing to the Project Manager within ten (10) days after the conclusion of the delay or interference for which a time extension is requested or the City will not consider such claim. The City shall not in any event grant a time extension for any delay or interference which was incurred more than five (5) days before the Contractor gave written notice as required in subparagraph (1) above.

3. Before the Project Manager reviews a claim for a time extension, the Contractor shall demonstrate in writing the effect of the delay or interference on the Contractor's construction schedule, including plotting such effect on the Contractor's critical path documents, showing graphically therein the effect on the Contract completion date, both in calendar days and Working Days. This depiction of the delay or interference must accompany the written claim for a time extension submitted in accordance with subparagraph (2) above. If the Contractor believes that it has been impacted beyond a mere time delay, the Contractor shall also provide the Project Manager with an estimate of the costs incurred by the Contractor as a result of the delay or interference. The failure of the Contractor to provide the Project Manager with this contemporaneous cost estimate shall bar any later claim by the Contractor for any costs incurred as a result of the delay or interference.

4. THIS SUBPARAGRAPH INTENTIONALLY OMITTED

f. THIS SUBPARAGRAPH INTENTIONALLY OMITTED

g. On contracts on a calendar day basis (a specified number of days), no allowance will be made for Saturdays, Sundays or holidays. On contracts on a Working Day basis, allowances will be made for days or parts of days, in increments of one-quarter (1/4) day, for conditions entirely beyond the control of the Contractor; New Year's Day, Memorial Day, July 4th, 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; the Department shall keep a record of the Working Days; the Department shall make this record 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 allowance.

h. THIS SUBPARAGRAPH INTENTIONALLY OMITTED

27. **Independent Contractor.** The Contractor is an independent contractor and shall not in any way or for any purpose be deemed or intended to be an employee or agent of the City. Neither the Contractor nor its employees or Subcontractors shall in any way represent that they are acting as employees, officials or agents of the City.

28. **Risk of Loss.** The Contractor shall assume all risk and responsibility for casualties of every description in connection with its work. The Contractor shall have charge of the entire work until completion and acceptance, and shall alone be liable and responsible for any injuries 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 the Contractor's own negligence or that of its servants, agents, employees, or whether such damage or accident be due to the inherent nature of the work, or whether such damage or accident be due to other causes.

29. **Indemnification.** The Contractor shall indemnify, defend and hold harmless the City, its officers, employees, and agents, from and against any and all losses, costs and expenses, including but not limited to litigation costs, settlement fees and expenses, and counsel fees and expenses, claims, suits, actions, damages, liability and expenses, arising out of or resulting in whole or in part from the performance of the work under the Contract, including, but not limited to, those in connection with loss of life, bodily injury, personal injury, damage to property, contamination or adverse effects on the environment, intentional acts, failure to maintain a drug-free work site and workforce and any other breach of the Contract, regardless of the inherent nature of the work and regardless of whether or not such loss, cost, claim, suit, action, damage, liability, or expense is caused in whole or in part by the negligent act or omission of a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity which would otherwise exist as to a Party or Person described in this Paragraph. The Contractor shall further indemnify, defend and hold harmless the City from and against any and all claims, demands, liens, causes of action, liabilities and judgments of any kind asserted against the City by any Subcontractor or suppliers on account of or relating to the furnishing of services, work, labor, materials or equipment under the Contract for the Contractor.

In claims against any Person indemnified under this Paragraph 29 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph 29 shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers compensation acts, disability benefit acts or other employee benefit acts.

“The Contractor shall also indemnify, defend, and save harmless the Commonwealth of Pennsylvania, the Federal Highway Administration, the Federal Transit Administration, and SEPTA, and all their officers and employees, 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 of, or subsequent to, the completion of the work under this contract whether such injury or damage be due to the negligence or the inherent nature of the work or the negligence of the City of Philadelphia, the Commonwealth of Pennsylvania, the Federal Highway Administration, the Federal Transit Administration, and/or SEPTA, their officers or employees.”

30. **Assignment.**

THIS PARAGRAPH INTENTIONALLY OMITTED

31. **Insurance.**

THIS PARAGRAPH INTENTIONALLY OMITTED

32. **Proprietary Rights Indemnity.** The Contractor shall indemnify, defend and hold harmless the City, and its officers, employees, and agents, from and against any and all losses, costs and expenses, including but not limited to litigation costs, settlement fees and expenses, and counsel fees and expenses, claims, suits, actions,

damages, liability and expenses for or on account of the use of patented appliances, products, processes, constructions, designs, or methods, or the infringement of any patent, trademark, service mark, copyright, or trade secret rights of any third party, and the Contractor 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 Project Manager, 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 Project Manager, the Operating Commissioner, or the Procurement Commissioner, be necessary to indemnify, defend and hold harmless the City, its officers, employees, and agents, as aforesaid.

33. Default and Remedies.

a. It shall be a violation of the Contract for the Contractor to abandon the work under the Contract; to fail or refuse to prosecute the work with promptness and diligence; to unreasonably delay the work so that it may not be completed within the contract time; to fail or refuse to proceed with work under a Disputed Change Order; to fail or refuse to furnish suitable materials in place of any which may be rejected by the Project Manager as unsuitable as not being in accordance with the Contract Documents, or to refuse or neglect to furnish and supply a sufficient number of properly skilled workers and necessary equipment or either of them; to execute any of the work improperly, carelessly, or in bad faith; to fail or refuse to remove any of the work which, in the opinion of the Project Manager, is defective and unsuitable and not in accordance with the Contract Documents, and to replace it with work that is in accordance with the Contract Documents; to cause or permit to occur an Event of Insolvency with respect to the Contractor; or to otherwise violate any of the terms, conditions, and provisions of the Contract. In the event of a violation of Contract, the Operating Commissioner may notify the Contractor and its surety in writing to require that each remedy the Contractor's violation of the Contract and require the Contractor to comply with the terms, conditions, and provisions of the Contract which it has violated or is violating. The failure of the City to promptly notify the Contractor of a violation of Contract shall not constitute an acceptance by the City of work which is performed or installed in violation of the Contract.

b. If the Contractor shall fail to cure or remedy, or diligently commence to cure or remedy, the violation of the Contract, as described in the notice specified above, within five (5) days after the receipt of said notice, or within twenty four (24) hours after receipt of said notice when, in the opinion of the Operating Commissioner, immediate action is necessary to safeguard life or property, or within some other period of time specified in the notice, the Operating Commissioner shall thereupon notify the Procurement Commissioner, who shall have the right to declare the Contractor in default of the Contract, and to notify the Contractor to discontinue the work or any part thereof under the Contract, and to call upon the surety to carry out its obligations under the performance bond posted for the Contract.

c. If the surety fails to abide by the terms of the performance bond or if the surety shall deny liability to the City under the performance bond, the Procurement Commissioner shall have the right to declare the surety in default under the performance bond and, at his or her sole option, shall also have the right:

1. 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

2. In case of an emergency, including but not limited to danger to life or property, or serious interference with traffic, to terminate any and all of the work under the Contract, and to then and there secure in the open market, from any Person, at the then current market prices the materials of the quality and quantity required, the necessary workers and mechanics, and the required equipment to complete the Contract.

d. Upon default by the Contractor as herein set forth, all moneys due and owing to the Contractor upon estimates, retainage, 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 become the property of the City for use in the completion of the work under the Contract, and the City shall have resort thereto to the extent necessary to maintain and complete the work and reimburse the City for its outlays and expenditures.

e. 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 by statute, at law or in

equity, all of which rights and remedies are specifically reserved to the City. In addition, upon default by the Contractor, the Procurement Commissioner shall have the right to secure from any Person the materials, equipment, and labor necessary and required for the proper completion of the Contract. In such event, the Contractor shall pay the City, upon demand, the difference between the cost paid by the City for such materials, equipment and labor and the price or prices set forth in the Contract, together with all costs and expenses incident to the same and incurred by the City. Upon default by the Contractor, the Procurement Commissioner, in his or her sole discretion, shall also have the right, to terminate the Contract and to secure from any Person the materials, equipment, and labor necessary and required for the proper completion of the work. In such event, the Contractor shall pay the City, upon demand, the difference between the price or prices set forth in the Contract and the price or prices which may be paid upon such termination and completion of the work, together with all costs and expenses incident to such re-advertisement. In the exercise of either of these remedies, the City shall further have the right to a set-off against any monies which may be due or may thereafter become due the Contractor under the Contract or any other contract between the City and the Contractor. If the Procurement Commissioner shall secure materials, equipment, and labor to complete the work under the Contract, or if the Procurement Commissioner shall terminate this Contract, the Procurement Commissioner shall have the right to take possession, for the purpose of completing the work under the Contract, of all materials, tools, appliances, and equipment on the Project site, intended for use in the performance of the Contract. The Contractor hereby assigns to the City (and each Subcontract shall require each Subcontractor to assign) all right, title, and interest of the Contractor in and to such materials, tools, appliances, and equipment. The failure of the City to exercise any of the remedies herein provided shall not preclude the resort by the City to any other remedy available to the City arising out of the Contractor's default.

f. The use of any specific remedy herein provided shall not bar subsequent or concurrent resort to any other remedy available to the City at law or in equity, for the recovery of damages or otherwise, on account of such default, or in the event of any other default by the Contractor.

g. The Contractor and its surety shall pay to the City on demand, all loss, expense, cost or damage suffered or incurred by the City by reason of any default.

34. Subcontracts.

THIS PARAGRAPH INTENTIONALLY OMITTED

35. Permits and Licenses. Unless otherwise noted elsewhere, the Contractor shall obtain all permits and licenses required by the City or pursuant to Applicable Law in connection with the performance of all or any part of the work under the Contract, unless otherwise specifically directed. The Contractor will be required to pay the current fee for such permits and licenses required in connection with all or any portion of the work under the Contract, including any permits and licenses required in connection with any equipment, system or component forming part of the work.

36. Co-operation and Coordination with other Contractors.

THIS PARAGRAPH INTENTIONALLY OMITTED

37. Clean-up of Project Site.

THIS PARAGRAPH INTENTIONALLY OMITTED

38. Maintenance after Completion and Contractor's Guarantee.

THIS PARAGRAPH INTENTIONALLY OMITTED

39. Access to Accounting Records. The Contractor shall certify that all materials, equipment, and labor charged to the City are accounted for and shall keep such full and detailed accounts as may be necessary for

proper financial management under this Contract. The Contractor shall retain, and shall provide the City and its representatives access to, all records, books of account, correspondence, instructions, Shop Drawings, receipts, vouchers, memoranda, and similar data and documentation pertaining to the Contract for a period of five (5) years following final payment, or earlier termination of the Contract, or for such longer period as may be required by law; however, if any litigation, claim or audit is commenced prior to expiration of said five (5) year period, then the records shall be retained until all litigation, claims or audit findings have been completely terminated or resolved, without right of further appeal, or if Applicable Law requires a longer period, then the records shall be retained for such longer period. From time to time during the performance of the work under the Contract, and for a period of five (5) years after the completion of the work under the Contract, the City may audit any and all aspects of the Contractor's performance under the Contract, including but not limited to its billings and invoices. Representatives, agents or contractors of the City, including the Department, or other authorized City representatives including, without limitation, the City Controller may conduct audits. If requested by the City, the Contractor shall submit to the City all vouchers or invoices presented for payment pursuant to the Contract, all cancelled checks, work papers, books, records and accounts upon which the vouchers or invoices are based, and any and all documentation and justification in support of expenditures or fees incurred pursuant to the Contract. All books, invoices, vouchers, records, reports, cancelled checks and other materials shall be subject to periodic review or audit by the City. All work, equipment, materials, systems, subassemblies, tools appliances and plant shall be subject to inspection and review by City, federal and state representatives, as may be applicable, or their designees, at the offices of the Contractor in the City, or in another location with the City's consent. The Contractor shall cooperate with all City, state and federal inspections and reviews conducted in accordance with the provisions of the Contract. Such inspection and review of the Contractor's work hereunder shall be in the sole discretion of the inspecting or reviewing entity. Such inspection or review may include, without limitation, review of staffing ratios and job descriptions, and meetings with any of the Contractor's staff who are either directly or indirectly involved in providing all or any portion of the work hereunder. The Contractor shall make available, within the City at reasonable times during the performance of the work hereunder and for the period set forth above in this Paragraph 39, all records pertaining to the Contract for the purpose of inspection, audit or reproduction by any authorized representative (including any agent or contractor and the City Controller) of the City, the Commonwealth Auditor General, and any other federal or state auditors, as may be applicable, at no additional cost to the City.

40. Sales and Use Tax; Federal Excise Tax.

THIS PARAGRAPH INTENTIONALLY OMITTED

D. ADMINISTRATION, MEASUREMENT, AND PAYMENT

41. Status and Authority of the Project Manager.

THIS PARAGRAPH INTENTIONALLY OMITTED

42. Plans and Technical Specifications.

THIS PARAGRAPH INTENTIONALLY OMITTED

43. Shop Drawings and Working Drawings.

THIS PARAGRAPH INTENTIONALLY OMITTED

44. Lines and Grades – City Datum. Vertical dimensions 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. Curb line and paving stakes giving the requisite basic data will be set by the City. The price for the setting of these lines shall be at the predetermined rate as set by the Board of Surveyors and made part of the public record or as stated in the Contract Documents. 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, benchmarks, and survey monuments, until authorized to remove them. Should any stakes be disturbed, the cost of replacing them will be charged against the Contractor at the then current fee as determined by the City's district surveyor and regulator, to be deducted from the Final Estimate. All survey monuments or benchmarks moved, covered or uprooted in the course of performance of the work of this Contract will be reset by the City at the expense of the Contractor, at the then current fee per monument or benchmark, as determined by the City's district surveyor and regulator. Said cost shall be deducted from the Final Estimate. The Contractor shall provide reasonable and necessary opportunities and facilities for setting points and taking measurements. The Contractor shall not proceed until it has made timely demand upon the District surveyor and regulator for, and has received from him or her, such points and from the resident engineer such 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 its own expense. Failure to do so may be considered a default under the Contract.

45. Contract Amount.

THIS PARAGRAPH INTENTIONALLY OMITTED

46. Scope of Payments.

THIS PARAGRAPH INTENTIONALLY OMITTED

47. Quantities are Approximate.

THIS PARAGRAPH INTENTIONALLY OMITTED

48. Changes.

a. If changes to any portion of the work or the requirements of the Plans, Technical Specifications or Standard Details and Specifications are deemed necessary by the Project Manager, in order to carry out and complete the work covered by the Contract Documents, the Project Manager may by notice to the Contractor order alterations to or changes in the work covered by the Contract Documents, and the Contractor shall promptly comply with such orders. No changes or alterations to the work shall be made or performed by the Contractor except upon prior written orders from the Project Manager authorizing the change and a Change Order fixing the additional compensation or deduction therefor, except where the order authorizing the change states that the method of compensation or deduction shall be determined at a later date.

b. Where the Project Manager pursuant to Paragraph 48(a) orders additions to or deductions from the amount of work called for by the Plans or Technical Specifications, or where changes are ordered in writing in the design of the work or the requirements of the Plans or Technical Specifications which increase or reduce the cost of the work to the Contractor, adjustment in compensation therefor shall be made to cover the additional work required or the work reduced, in accordance with a written order of the Project Manager, as follows:

1. For work for which applicable unit prices are bid in the Bid Solicitation, payment or deduction shall be made in accordance with the prices bid. When the final quantity of work performed on a unit price bid item differs substantially (twenty-five percent (25%) or more) from the Bid Solicitation quantity, the Project Manager will review the price contained in the Bid and the actual work performed by the Contractor and may, in his or her sole discretion, determine if an adjustment is appropriate. Where the Project Manager deems an adjustment appropriate, the Contractor shall:

- i. substantiate that the Bid unit price remains fair and reasonable despite the substantial change in quantity; or
- ii. in the case of substantial underrun compared to the previously estimated quantity, negotiate a revised unit price for all the work actually completed; or
- iii. in the case of substantial overage compared to the previously estimated quantity, negotiate a revised unit price for that portion of the actual work completed in excess of one hundred twenty-five (125%) of the Bid quantity.

This provision shall not be deemed, however, to vest in the Contractor any rights to any adjustment.

2. THIS SUBPARAGRAPH INTENTIONALLY OMITTED

3. THIS SUBPARAGRAPH INTENTIONALLY OMITTED

49. Change Orders by Agreement.

THIS PARAGRAPH INTENTIONALLY OMITTED

50. Disputed Change Orders.

THIS PARAGRAPH INTENTIONALLY OMITTED

51. Disputed Work.

THIS PARAGRAPH INTENTIONALLY OMITTED

52. Force Account.

THIS PARAGRAPH INTENTIONALLY OMITTED

53. Lump Sum Bid Breakdown; Applications for Payment.

THIS PARAGRAPH INTENTIONALLY OMITTED

54. Current Estimates.

THIS PARAGRAPH INTENTIONALLY OMITTED

55. Retainage. Act 57 of 1998, 62 Pa.C.S. § 3921 shall govern the withholding of retainage on the Contract. Provided that the Contractor is making satisfactory progress and is in compliance with all of the requirements of the Contract and there is no specific legal or other basis for the withholding of greater amounts, retainage under the Contract shall be ten percent (10%) of the amounts due the Contractor until fifty percent (50%) of the work under the Contract is completed (at which time one-half (1/2) of the amount then retained shall be returned to the Contractor) and thereafter five percent (5%) of the amounts due the Contractor until substantial completion of the Contract.

56. Semi-Final Estimate and Punchlist.

a. Upon substantial completion of the Contract, the Contractor shall submit an Application for Semi-Final Estimate (the "Application for Semi-Final Estimate"), which shall include a request for a semi-final inspection of the work under the Contract. The Project Manager shall make a semi-final inspection within thirty (30) days of the City's receipt of the Application for Semi-Final Estimate and request for inspection. If, based on said inspection, the City determines that the Contractor has Substantially Completed the work under the Contract, the Project Manager shall issue a certificate of Substantial Completion, which shall include the punchlist items required under subparagraph 56.b. below, and the Project Manager shall process the Semi-Final Estimate. The City shall, upon receipt of said Application for Semi-Final Estimate and upon receipt by the City of any guarantee bonds and other written warranties which may be required in accordance with the contract to ensure proper workmanship for a designated period of time, make payment on the Semi-Final Estimate within forty-five (45) days after receipt of the Application for Semi-Final Estimate, except as provided in Paragraph 55 above, and less such additional sums as the City may withhold pursuant to this Paragraph 56. The City shall have the same right to withhold payment from the Semi-Final Estimate as is set forth in in PADOT Publication 408 with respect to Current Estimates. The City shall pay interest on the amount due under the Semi-Final Estimate to the extent provided by Applicable Law. Except as provided in Paragraph 55 above, the Semi-Final Estimate shall reduce the retainage withheld by the City that the sum withheld shall not be less than two (2) percent 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, in which case he shall be paid in full, within 30 days following the date of substantial completion, less 1-1/2 times such amount as is required to complete any then remaining, uncompleted, minor items, which amount shall be certified by the Architect or Engineer and upon receipt by the City of any guarantee bond which may be required, in accordance with the contract documents, to insure proper workmanship for a designated period of time and, provided that the Contractor has made satisfactory progress towards completion of the Contract and is in compliance with all of the requirements of the Contract and provided there is no legal or other basis for the withholding of a greater amount. The certificate given by the Architect or Engineer shall list in detail each and every uncompleted item and a reasonable cost of completion. The City reserves the right to withhold additional retainage to the extent the same as is permitted under 62 Pa.C.S. § 3921.

b. Upon preparation of the Semi-Final Estimate, the Project Manager, with the assistance of the Contractor, shall list in detail and in comprehensive fashion the remaining uncompleted items of work, and a reasonable cost of completion for each item on said list, or such other basis for payment thereof as may be provided in the Contract (which ever method may apply pursuant to the Contract), in an official punchlist which shall thereafter be issued in writing to the Contractor. If the Contractor disputes any of the items on the official punchlist, the Contractor must notify the Project Manager in writing, detailing the items in dispute and the nature of its dispute, with all supporting documentation, within five (5) days after receipt of the official punchlist. The Contractor must commence work on the official punchlist within ten (10) Working Days after receipt of the official written punchlist. The Contractor shall thereafter proceed promptly and expeditiously to complete the official punchlist items, and shall give notice to the Project Manager in writing of the date on which the Contractor completes the official punchlist items. The Contractor shall perform and complete all work on the official punchlist at its sole cost and expense and at no additional cost or expense to the City, subject to payment of the Final Estimate under Paragraph 57 below. The Contractor's work in completion of the official punchlist items shall in all respects be governed by the requirements of the Contract Documents.

57. Final Estimate and Inspection. The Project Manager shall conduct final inspection of the work, including the completion of all punchlist items, after completion of all punchlist items to the Project Manager's satisfaction and within thirty days (30) of receipt of the Contractor's formal written request for such final inspection and application for Final Estimate (the "Application for Final Estimate") (which request the Contractor shall not make until completion of the punchlist items). After the punchlist inspection, and provided that all the requirements of the Contract Documents have been complied with to the satisfaction of the Project Manager, including completion of all official punchlist items, the Project Manager will prepare a final payment (the "Final Estimate") and, based upon the Final Estimate, the City will pay the balance due to the Contractor, after all allowable additions and deductions have been made, by checks drawn by the City Treasurer or assessment bills as provided in Paragraph 58 below, or a combination of these two methods of payment. The foregoing to the contrary notwithstanding, the City shall have the same right to withhold payment from the Final Estimate as is set forth in subparagraph 54.b above with respect to Current Estimates.

“The final payment due the Contractor from the City of Philadelphia shall bear interest at a rate of 6% per annum after the date that such payment shall become due and payable to the Contractor. Payment shall be due and payable within sixty (60) days from the date of final certification of quantities by the City and acceptance of such final quantities by the Contractor, and, if applicable, submission of mutually acceptable invoice to City by Contractor.”

58. Assessment Bills.

THIS PARAGRAPH INTENTIONALLY OMITTED

59. Contractor Claims.

a. Except as otherwise provided in these Standard Contract Requirements, the Contractor must notify the Project Manager in writing of any and all claims whatsoever relating to or arising out of Contractor's performance of the work under the Contract within ten (10) days of the event or occurrence giving rise to the claim, except where a shorter time is specified by the Contract Documents. The written notice of claim to the Project Manager shall provide a detailed statement of and basis for the claim, with supporting documentation attached. For purposes of this Paragraph 59, a "claim" shall mean a demand or assertion by the Contractor seeking, as a matter of right, an adjustment or interpretation of the Contract, payment of money, extension of time or other specific relief with respect to the terms and conditions of the Contract. The Project Manager will review all claims submitted by the Contractor and shall approve or reject each claim in whole or part, or shall request additional documentation in support of the claim from the Contractor.

b. The City and the Contractor hereby release and waive any and all claims against each other for consequential damages arising out of or related to the Contract and the work performed thereunder. This mutual release and waiver includes damages incurred by the Contractor for principal home office expenses, including home office overhead and the compensation of personnel stationed there, for losses of financing, business, and reputation, and for loss of profit associated with any other work, except anticipated profit arising directly from the Contract and the work thereunder. Nothing hereunder shall preclude, however, the assessment by the City of liquidated direct damages, when applicable in accordance with the Technical Specifications, General Bidding and Contract Requirements, and other applicable locations in the Contract Documents, or damages pursuant to Paragraph 26(h) above.

c. After Substantial Completion of the work under the Contract, but prior to the Contractor's acceptance of the Final Estimate, the Contractor shall notify the Project Manager in writing of any and all unresolved and previously asserted claims relating to or arising out of the work. The Contractor's written notice of claims to the Project Manager shall list the claims by number, assign a dollar value to each claim, and provide a detailed statement of each claim, with supporting documentation attached, including a copy of the notice by which the Contractor first brought the claim to the attention of the Project Manager.

d. Failure of the Contractor to notify the Project Manager of any claims in accordance with subparagraphs (a) and (c) above, and the Contractor's acceptance of and negotiation of payment under the Final Estimate under Paragraph 56 above, shall constitute and operate as a full and final release and a waiver of all such claims by the Contractor.

60. Review by Project Manager of Contractor Claims and Compulsory Non-Binding Mediation of Contractor Claims.

a. Within thirty (30) days after receipt of the Contractor's notice to the Project Manager under Paragraph 59(c) above, the Project Manager shall review all identified claims of the Contractor and shall notify the Contractor whether the claims are approved or rejected, in whole or in part.

b. Any claim of the Contractor which shall have been rejected by the Project Manager, in whole or in part, shall be subject to non-binding mediation. Mediation of the claim shall be a irrevocable condition precedent to institution of legal proceedings by the Contractor against the City with respect to such claim.

c. The Contractor must submit its demand for mediation to the Project Manager and the City of Philadelphia Law Department, c/o Chief Deputy City Solicitor, Commercial Litigation Unit not later than 30 days after the Project Manager's notice of rejection. Failure of the Contractor to submit such claim to mediation within this time period shall be an absolute bar to institution of legal proceedings by the Contractor.

d. The Contractor shall submit a written timely request for mediation by the Project Manager and the City of Philadelphia Law Department, c/o Chief Deputy City Solicitor, Commercial Litigation Unit. Upon submission of the claim to mediation, the City and the Contractor shall endeavor to resolve the claim by mediation in accordance with such rules as may be mutually agreed upon by the City and the Contractor.

e. The fee of the mediator, who shall be selected jointly by the parties, and the common expenses and costs incurred in connection with conduct of the mediation, shall be borne equally by the City and the Contractor. The mediation shall be conducted in the City of Philadelphia. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

61. Contractor's Liability for Services and Materials.

a. Notwithstanding the acceptance and approval by the City of any work the Contractor shall continue to be responsible for the professional quality, technical accuracy and the coordination of all work under the Contract. The Contractor shall, without additional compensation, correct any defects, deficiencies or omissions in the work.

b. The City's review, approval, or acceptance of, or payment for, any of the work performed under the Contract shall not constitute any representation, warranty, or guaranty by the City as to the substance or quality of the work reviewed, approved, or accepted, and shall not be construed to operate as a waiver or estoppel of any of the City's rights or privileges under the Contract, nor or of any cause of action arising out of the performance of the Contract. No Person shall rely in any way on such review, approval or acceptance by the City. The Contractor shall be and remain liable in accordance with the Contract and Applicable Law for all damages to the City caused by the Contractor or the work under the Contract. Review, approval or acceptance by the City or the Project Manager under the Contract shall not constitute approval otherwise required by any City department, board, commission, or other regulatory agency in the exercise of such department's, board's, commission's or agency's independent regulatory authority of police powers under applicable law.

62. False Claims. The Contractor covenants and agrees that it shall promptly reimburse the City for (a) all sums paid to the Contractor by the City as a result of any false, fictitious or fraudulent billings, invoices, contract overcharges, and the like, and (b) all other costs which are incurred by the City as a result of the false fictitious or fraudulent billings, invoices, contract overcharges and the like. The Contractor further covenants and agrees that it shall promptly reimburse the City for all expenses and costs, including but not limited to attorneys' fees and expenses, incurred by the City in recovering any such sums from the Contractor. This Paragraph shall survive termination of the Contract and completion of the work under the Contract.

E. MATERIALS, WORKMANSHIP, AND INSPECTION

63. Materials and Workmanship. The materials used in the work under the Contract shall conform to the requirements of the Plans, Technical Specifications and Standard Details and Specifications, as the same may be applicable. The workmanship shall be equal to the best standard practices. Work of reconstruction and restoration of privately-owned structures adjacent to the Project site shall be as set forth in the Plans and Technical Specifications or otherwise by written agreement with the owner or owners of such structures. Where no requirements are specified for materials or for the methods of testing materials or equipment, such materials or methods shall at least equal the latest standard or tentative specifications of nationally recognized standardizing agencies, such as the American Society of Mechanical Engineers, the latest codes of the National Board of Fire Underwriters or, as they apply, any regulations of the City.

64. Inspection. All of the work of the Contract shall be subject to general direction and inspection of the Project Manager or the Project Manager's designated representatives, and the Contractor shall afford every opportunity for the inspection of materials and workmanship. Authorized representatives of the City 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 Project Manager of the type and source of supply of the principal materials which the Contractor proposes to furnish, and, as soon as possible thereafter, shall furnish samples of materials, fixtures, and appliances for approval by the Project Manager. Before removal of any excess excavated material, waste, refuse, or rubble, etc., from the site, the Contractor shall furnish to the Project Manager a list of certified dump site or landfill locations that are to be utilized for disposal of such waste materials and written verification that permission for the disposal of the waste materials has been obtained. Before beginning the fabrication of materials, equipment or systems, and before shipping materials, equipment or systems of a specified type, the Contractor shall notify the Project Manager in ample time to permit inspection at the place of manufacture or shipping, should the Project Manager so desire. Such materials, equipment or systems shall be delivered to the Project site properly marked for identification, and shall be subject to re-inspection and final acceptance or rejection at the Project site. The Contractor shall deliver materials, equipment and systems to be inspected at the Project site in ample time for such inspection and testing. No materials, equipment or systems shall be incorporated into or used in connection with the work until accepted by the Project Manager, and all materials, equipment or systems rejected by the Project Manager as unsuitable or not in conformity with the Plans or Technical Specifications shall be immediately removed from the work. All work shall be prosecuted in the presence of the Inspector, and conformity with the requirements of the Contract Documents. The Contractor shall provide for inspection and testing to be carried out during regular working hours unless specifically authorized or directed otherwise by the Project Manager. The presence of the Inspector shall not affect in any way the duty of the Contractor to complete the work in accordance with the Contract Documents, nor be deemed a defense on the part of the Contractor for default or violation of the Contract. The Inspector is not authorized to waive, amend, revoke, alter, enlarge, relax, or release any of the requirements of the Contract Documents.

65. Investigation of Work. Should the Project Manager at any time have reason to suspect that the Contractor may have delivered any unsuitable, unfit or otherwise defective work, the Project Manager may order an investigation thereof, and the Contractor shall furnish the necessary labor and equipment for such investigation. If the City finds that any part of the work is defective, the Contractor shall repair, replace or reconstruct such work to the satisfaction of the Project Manager, and the cost thereof and of such investigation shall be the sole responsibility of the Contractor. If the work is found to be in accordance with the Contract Documents, the City will reimburse the Contractor, in accordance with Paragraph 52 above, for the expense of the examination.

66. Defective Work or Material. The Contractor shall remove, at its own expense, any work or material rejected by the Project Manager as unsuitable, unfit, or otherwise defective and not in accordance with the Contract Documents, and shall repair, replace or reconstruct the same without additional compensation. Failure to do so shall be deemed a violation of Contract and shall be subject to the provisions of the Contract concerning violations and defaults. Any omission or failure on the part of the Project Manager to disapprove or reject any work or material shall not be construed to be an acceptance of any such defective work or material. For any work or material that is determined to be defective and not in accordance with the Contract Documents, but which in the sole determination of the Project Manager cannot be remedied or does not require total replacement, the Project Manager shall determine an appropriate credit due the City from the Contractor.

F. CONSTRUCTION REQUIREMENTS

67. Prosecution and Performance of Work. The Contractor's methods for the performance of the work must be those best adapted for the safe, efficient, and expeditious prosecution of the work, with a minimum of interference to adjoining work sites, to adjoining properties, and to public traffic and convenience. The Contractor shall prosecute the work vigorously, without delay, and with such workforces and equipment as shall be satisfactory to the Project Manager. The Contractor shall furnish and supply all labor and materials, in the quantity and of the quality required for the proper and timely performance of the work under the Contract; all such materials shall be of the best kind and quality and subject to the inspection and approval of the Project Manager. The Contractor shall strictly conform to the orders, instructions and directions given by the Project Manager, it being expressly understood and agreed that the decision of the Project Manager on any questions arising in connection with the performance of the work under Contract shall be binding and conclusive upon the Contractor. The Contractor shall supervise and direct the work, and Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of its work under the Contract. Before commencing the work, the Contractor, when required by the Project Manager, shall submit for approval its proposed methods of prosecution of the work, including the maintenance of both vehicular and pedestrian traffic; underpinning, bulkheading, shoring; sinking foundations; handling spoil; lighting; fencing; street surfaces; drainage; and all other branches of its work operation. Such approval is intended to safeguard the City's interest, but such approval will not be deemed to relieve the Contractor of its obligation or responsibility for the safe and proper conduct of the work. The Contractor shall at all times ensure that its work site, and its Subcontractors' personnel, while performing any part of the work under this Contract, are and remain free of the influence of alcohol or illegal drugs. The Contractor shall at all times enforce good discipline and order among its employees, and shall not employ any unfit Person or anyone not skilled in the task assigned. Any contact by the Contractor or its employees with adjacent property owners, passing motorists or pedestrians, and the general public shall at all times be professional, courteous, and respectful.

68. 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 (25) 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 the street, and subject to the requirements of the Standard Contract Requirements and Technical Specifications for maintenance of travel, existing structures, and access to abutting properties.

69. 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 Project Manager, 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 or other means of access shall be built and maintained to permit owners and occupants to reach their premises. Where necessary, the Contractor shall maintain proper and easy means for passengers to enter or exit public transportation. Where partial occupation of the street is allowed, materials and equipment shall be so placed as to ensure 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 (4) 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, the Contractor 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 recyclables, rubbish, and garbage, and such materials shall be taken to or from the nearest accessible point that, in the opinion of the Project Manager, is convenient for handling. No additional compensation will be allowed for the various items of expense above noted.

70. 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, the Commonwealth, the City and any other

governmental or quasi-governmental agency, authority or commission having jurisdiction under Applicable Law. Movement of boats and vessels of all kinds shall be maintained unless the United States Department of the Army or any other governmental or quasi-governmental agency, authority or commission having jurisdiction under Applicable Law shall permit interference, 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, equipment, machinery, etc., which may be dangerous to or obstruct navigation, the Contractor shall forthwith recover and remove the same. The Contractor shall give immediate notice to the proper authorities of such obstruction, and, if required, the Contractor shall, under the direction of such authorities mark or buoy such obstructions until the same are removed. Upon the completion of any work affecting waterways of any character, all equipment and materials deposited in such waterways shall 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.

71. Access to Fire Hydrants and Fire Alarm Boxes. Fire hydrants shall be left at all times clear of obstructions and readily accessible to fire apparatus. No material or other obstructions shall be placed within ten (10) 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. Excavation 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 to the mains. Fire hydrants and any branch pipes 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.

72. Temporary Buildings. Buildings, fences, trailers, and equipment erected or provided by the Contractor shall be neat in appearance. Except as provided in Paragraph 75 below, no advertising matter, other than Project information and the name and address of the Contractor, shall be displayed on the work or any such buildings, fences, trailer or equipment.

73. Danger Signals. The Contractor, at Contractor's own expense, shall erect and maintain all necessary barricades, and danger signs and signals. The Contractor shall keep the lights burning from sunset until sunrise, and shall provide security personnel as necessary for the safety of the public. The Contractor shall observe such rules relative to signals and safeguards as the police regulations, harbor regulations, and other Applicable Laws require.

74. Street Closings and Detour Signs. In the event that the work requires the closing of a street or roadway, the Contractor shall first obtain a permit from the City's Department of Streets. When the Department of Streets gives permission to close a street or roadway during Contract operations and to divert the traffic therefrom, the Contractor, at the Contractor's sole expense, shall erect and maintain appropriate traffic and highway barricades, detour signs, and any other necessary traffic signs in order to safely protect vehicular and pedestrian traffic. The Contractor shall notify the Department seven (7) 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.

75. Contract Identification Signs.

THIS PARAGRAPH INTENTIONALLY OMITTED

76. 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 work force 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 Contractor's work force, and the Contractor shall strictly enforce the exclusive use of them by its work force.

“It is a condition of this contract, and shall be made a condition of each subcontract entered into pursuant to this contract, that the Contractor and any subcontractor shall not require any laborer or mechanic employed in performance of the contract to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to health or safety as determined under construction safety and health standards (Title 29, Code of Federal Regulations, Part 1518, published in the Federal Register on April 17, 1971) promulgated by the United States Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (83 Stat. 96).”

77. 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 Contractor may not use streets for storing materials unless otherwise specifically authorized in writing by a permit issued by the City's Department of Streets. Upon request of the Project Manager, the Contractor shall furnish a copy of any agreement for the use of a property or building for construction purposes, except where owned by the Contractor.

78. Night Work. Work during the night shall be carried on with due regard to the comfort of, and so as to minimize any disturbance to, nearby residents, and the methods to carry out such work shall be subject to the approval of the Project Manager, who may, if conditions so require, order that no night work be done in specific localities. The Contractor's work force shall refrain from loud noises, calls, whistles, and the operation of air compressors, rock drills, riveting machinery, and blasting between the hours of 7:00 p.m. and 7:00 a.m. unless specifically permitted by the Project Manager.

79. Power and Light. In developed portions of the City, and elsewhere when ordered by the Project Manager, the Contractor shall use either electric, compressed air or internal combustion engine power. When compressed 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.

80. Use of Water. Permission for the use of City water shall be obtained directly from the Philadelphia Water Department. Water may be obtained through a hydrant attachment or as otherwise specified in the Technical Specifications. In all cases, the Contractor shall obtain and use such water in accordance with regulations of the Water Department. If the Contractor shall, at any time, waste water (as determined by the Project Manager) obtained from the Water Department, the Project Manager shall revoke permission for such use. No charge will be made for the use of water actually used for the construction work, unless specifically set forth elsewhere in the Technical Specifications.

81. Prevention of Dust and Smoke.

a. The Contractor shall keep the surface of the sidewalks and streets affected by its work, including decking and temporary paving, in a clean, neat condition. The Contractor shall sprinkle with water or otherwise treat the surface sufficiently to keep down any dust generated during the progress of work. Piles of dirt or other material shall not be left on the surface. The aforementioned 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 Project site.

b. The Contractor shall comply strictly with the provisions of the Air Pollution Code (Title 3 of The Philadelphia Code).

82. 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. Such 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 blasters duly licensed by the City. Storage of explosives and transportation of explosives to the site also require permits, which are issued by the Department of Licenses and Inspections, subject to prior approval of the Fire Marshal.

83. 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 Project Manager 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 account 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, left in good order, and continuously maintained by the Contractor during the period of such suspension.

G. SURFACE, SUBSURFACE, AND OVERHEAD STRUCTURES

84. Completeness of Data. The term "structures" used in these Standard Contract Requirements shall apply to all surface, underground, and above-ground structures of whatever character within the Project site or immediately adjacent thereto, including buildings situated in or adjacent to the excavation. Where these structures are shown or indicated on the Plans, the information provided is in accordance with the information in the possession of the Department, but is approximate only. Such data are not warranted or guaranteed by the Department to be either complete or correct, and the Contractor shall and must assume, and adjust its Bid to account for, all risks resulting from conditions in the field that differ from the approximation shown.

85. Support and Protection. All structures, unless specifically designated by the Project Manager to be abandoned or relocated, shall be supported and protected at all times from destruction or 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, the Contractor shall fully restore such structures to as good condition as existed before the injury was done. All such support and protection work, and also such alterations of any structures as the Contractor may carry out 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. The City makes no covenant, representation or warranty as to the right of the City or the Contractor to carry out any such support or protection work, or any alterations of any structures for the Contractor's own convenience; all such work being in any and all events subject to the consent and approval of the owner or owners of such structures.

86. Structures Interfering with Construction. If, in the course of the work, the Contractor determines that any of the existing structures occupy space required by the structure or its appurtenances to be constructed under the Contract, or that such structures are so situated as to render it impracticable, in the opinion of the Project Manager, to do the work called for under the Contract in the manner specified, the Contractor shall excavate and uncover the portions of such structures in service and shall notify the Project Manager, who will, if reasonably practicable, arrange for the alteration, relocation or removal of the interfering structures or appurtenances within a reasonable time. The Contractor shall not move nor disturb such structures in any way without prior approval by the owners thereof, and the approval of the Project Manager. Any such action by the Contractor shall be at the Contractor's sole cost, risk and expense. Structures belonging to the public utility companies, which are ordered by the Project Manager 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 such owners during the process of relocation, and shall maintain and protect such structures if and when such structures are relocated within the Project site or immediately adjacent thereto. Such work shall be done without additional compensation. Sewers, water pipes, electrical conduits, and other City-owned structures shall be altered, 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 the Project Manager approves a request by the Contractor to effect a temporary or permanent relocation of structures for Contractor's own convenience, and satisfactory arrangements can be made with the owners thereof, the Contractor may carry out such work at its own expense.

87. Abandonment of Structures. In the case of structures the service of which is permanently abandoned, the Project Manager will designate which such structures or portions of such structures the Contractor may salvage and which the Contractor may abandon in place on the Project site, including in the trench. The Contractor shall remove and deliver to a designated point of storage materials salvaged, and payment therefor will

be made at the appropriate prices of the Contract, unless otherwise specifically provided. The Contractor 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, unless the Project Manager has approved abandonment of such structures in place on the Project site.

88. Co-operating with Public Utility Companies and City Departments.

a. The Contractor shall at all times during the performance of the work fully comply with the Underground Utility Line Protection Law (Act 287 of 1974, as amended by Act 187 of 1996), otherwise known as the PA One Call System.

b. The Contractor shall co-operate with other contractors and with the employees, officers, and agents of the City Departments or the various public utility companies which own, operate, or have supervision over the underground or above-ground structures encountered by the Contractor, and shall conform to the requirements of the owners of such structures in regard to their safe maintenance. The Contractor shall give to authorized representatives of the City Departments and public utility companies unrestricted access at all times to the excavation and site to inspect the condition and support of their structures at no additional cost to the City. Suitable arrangements shall be provided to facilitate access to valves and manholes if necessary. Ventilation openings shall be provided where gas is likely to accumulate. Where structures are to be constructed by the Contractor under the facilities of any public utility, the Contractor shall make suitable arrangements with the public utility company for the removal or support and maintenance of such facilities at no additional cost to the City.

89. Gas Pipes. PGW will make any necessary alterations to the gas mains or gas service pipes, without expense to the Contractor, unless specifically indicated elsewhere in the Contract Documents. PGW 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.

90. Traffic Control Apparatus. The Contractor acknowledges that the underground location of conduit and cables for traffic signals at intersecting streets is not ordinarily shown on the Plans for the work. Where traffic signals are indicated on the Plans, but the location of connecting conduit or cables for the signals is not shown, the Contractor shall nonetheless assume that there are underground conduit and cables that may affect or interfere with the performance of its work and the Contractor shall adjust its Bid accordingly. 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 underground or above-ground conduits and cables, in such condition as 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 Project Manager. Upon the restoration of surface conditions, the Contractor shall restore the equipment, including underground or above-ground conduits and cables and electrical connections, to its original position and condition. This work, except new masonry, shall be done without additional compensation to the Contractor. Masonry piers will be paid for at the applicable unit prices.

91. Vaults. The City will secure the vacating of vaults interfering with the 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 Project Manager, 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 its occupation thereof and shall give the owners at least two (2) weeks notice of Contractor's intention to remove or break into the walls.

92. Street Lighting Units. Whenever it is necessary to remove, relocate, or adjust street lighting units, or poles, the work shall be reviewed and approved by the City's Department of Streets – Street Lighting Division. All such street lighting work shall be performed at the sole expense of the Contractor and at no additional cost to the City, unless otherwise pre-approved in writing by the Project Manager and the Street Lighting Division.

H. MISCELLANEOUS PROVISIONS

93. Governing Law. The Contract shall be deemed to have been made in Philadelphia, Pennsylvania. The Contract and all disputes arising under the Contract shall be governed, interpreted, construed and determined in accordance with the laws of the Commonwealth, without giving effect to principles of Commonwealth law concerning conflicts of laws.

94. Binding Upon Contractor's Successors, etc. The Contract shall be binding upon the Contractor's heirs, executors, administrators, and successors and assigns and such successors and assigns shall be responsible for the faithful performance and completion of the Contract work.

95. Amendments; Waiver. The Contract may not be amended, supplemented, altered, modified or waived, in whole or in part, except by a written Amendment signed by the Parties, or as provided in PADOT Publication 408 and SCR Paragraph 22 above concerning cancellation of the Contract by the Contractor and termination for convenience by the City, or as provided in PADOT Publication 408 concerning Change Orders. Except to the extent that the Parties may have otherwise agreed in writing in an Amendment, no waiver, whether express or implied, by either Party of any provision of the Contract shall be deemed: (a) to be a waiver by that Party of any other provision in the Contract; or (b) to be a waiver by that Party of any breach by the other Party of its obligations under the Contract. Any forbearance by a Party in seeking a remedy for any noncompliance or breach by the other Party shall not be deemed to be a waiver of rights and remedies with respect to such noncompliance or breach.

96. Interpretation and Order of Precedence

THIS PARAGRAPH INTENTIONALLY OMITTED

97. Integration. The Contract Documents, including the Standard Contract Requirements and the exhibits incorporated by reference therein, contain all the terms and conditions agreed upon by the Parties, constitute the entire agreement between the Parties pertaining to the subject matter of the Contract, and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties (except to the extent specifically set forth herein). No other prior or contemporaneous agreements, covenants, representations or warranties, oral or otherwise, regarding the subject matter of the Contract shall be deemed to exist or to bind any Party or vary any of the terms contained in the Contract.

98. No Joint Venture. The Parties do not intend to create, and nothing contained in the Contract shall be construed as creating, a joint venture arrangement or partnership between the City and the Contractor with respect to the work performed by the Contractor under the Contract.

99. No Third Party Beneficiaries. Nothing in the Contract, express or implied, is intended or shall be construed to confer upon or give to any Person, other than the Parties, any rights, remedies, or other benefits, including but not limited to third-party beneficiary rights, under or by reason of the Contract. The Contract shall not provide any third party with any remedy, claim, liability, reimbursement, cause of action or other right other than any such remedy, claim, etc. existing without reference to the term of or the existence of the Contract.

100. Severability and Partial Invalidity. The provisions of the Contract shall be severable. If any provision of the Contract or the application thereof for any reason or in any circumstance shall to any extent be held to be invalid or unenforceable, the remaining provisions of the Contract and the application of such provision to Persons, or in circumstances, other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of the Contract shall be valid and enforceable to the fullest extent permitted by law.

101. Survival. Any and all provisions set forth in the Contract which, by its or their nature, would reasonably be expected to be performed after the termination of the Contract or after full performance of the work under the Contract shall survive and be enforceable after such termination. Any and all liabilities, actual or contingent, which shall have arisen in connection with the Contract shall survive the expiration or earlier termination of the Contract, along with the following: the Contractor's warranty of its work, the Contractor's obligation to indemnify, defend and hold harmless the City, its officers, employees and agents; and the Parties' rights and obligations set forth in Paragraph 32 (Proprietary Rights Indemnity).

102. Controlling and Pertinent Statutes. All statutory citations in the Contract shall refer to the pertinent statute as it may be amended hereafter from time to time.

103. Forum Selection Clause; Consent to Jurisdiction. The Parties irrevocably consent and agree that any lawsuit, action, claim, or legal proceeding involving, directly or indirectly, any matter arising out of or related to the Contract shall be brought exclusively in the United States District Court for the Eastern District of Pennsylvania or the Court of Common Pleas of Philadelphia County. It is the express intent of the Parties that jurisdiction over any lawsuit, action, claim, or legal proceeding shall lie exclusively in either of these two (2) forums. The Parties further irrevocably consent and agree not to raise any objection to any lawsuit, action, claim, or legal proceeding which is brought in either of these two (2) forums on grounds of venue or *forum non conveniens*, and the Parties expressly consent to the jurisdiction and venue of these two (2) forums. The Parties further agree that service of original process in any such lawsuit, action, claim or legal proceeding may be duly effected by mailing a copy thereof, by certified mail, postage prepaid, in the case of the Contractor, to the addresses specified in the Bid, and in the case of the City, to The City of Philadelphia Law Department, Attention: City Solicitor at the then-current address of the Law Department.

104. Waiver of Jury Trial. The Contractor hereby waives trial by jury in any legal proceeding in which the City is a party and which involves, directly or indirectly, any matter (whether sounding in tort, Contract or otherwise) in any way arising out of or related to the Contract or the relationship created or evidenced hereby. This provision is a material consideration upon which the City relied in entering into the Contract.

105. Headings. The titles, captions or headings of Paragraphs, sections, exhibits or schedules in or to the Contract are inserted for convenience of reference only, and do not in any way define, limit, describe or amplify the provisions of the Contract or the scope or intent of the provisions, and are not a part of the Contract.

106. Days. Any references to a number of days in the Contract shall mean calendar days, unless the Contract specifies Working Days or business days.

107. Notice. All notices, demands, requests, waivers, consents, approvals or other communications which are required or may be given under the Contract shall be in writing and shall be deemed to have been duly made (a) when received or refused if delivered by hand with receipt given or refused; (b) on the next business day if delivered by a nationally recognized overnight courier service (*e.g.*, Federal Express or United Parcel Service); (c) on the date confirmed for receipt by facsimile if delivered by facsimile; and (d) upon receipt or refusal of delivery if sent by certified or registered United States mail, return receipt requested. In each case notices shall be sent, in the case of notices to the Contractor, to the address or addresses set forth in the Contractor's Bid, and in the case of the City, to the address set forth in the City's Notice to Proceed, to the attention of the Project Manager, or to such other address as either Party may specify to the other by a notice complying with the terms of this Paragraph 107.

I. SPECIFIC LAWS

The following provisions are not intended to limit the applicability of any of the other provisions of the Contract:

108. Labor-Management Relationships. The Contract is subject to Section 17-107 of The Philadelphia Code, "Contractors: Labor-Management Relationships", and all regulations and procedures adopted thereunder.

a. As required by Section 17-107 of The Philadelphia Code, all employees performing work under the 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 as part of the General Bidding and Contract Requirements, 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 the General Bidding and Contract Requirements are issued. The occupational classifications for all employees under the 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 General Bidding and Contract Requirements. In the event that any Contractor believes that work under the Contract should be performed by employees in occupational classifications omitted from the schedule attached to the General Bidding and Contract Requirements, it shall so advise the Managing Director's Office (the "MDO"), Labor Standards Division, which shall remedy the omission if it agrees.

b. The City may withhold from any sums due to the Contractor under the Contract so much as may be necessary to pay the employees the difference between the wages required to be paid under this Paragraph 108 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 Paragraph of the Contract and of Section 17-107 of The Philadelphia Code, and the Contractor shall insert the requirements of Section 17-107 in all Subcontracts.

d. Every Contractor and Subcontractor shall keep an accurate record preserved on employee time sheets or time cards showing the name, address, social security number, occupational classification, wages and other benefits paid or provided and number of hours worked for each employee assigned to city-work (as "city work" is defined in Section 17-107(1)(b) of The Philadelphia Code), and such record shall be preserved at the current place of business of the employing Contractor or Subcontractor for two (2) years from the date of the Final Estimate on the Contract. The Contractor shall maintain and make his or her accounting and employment records and records relating thereto available for inspection by authorized representatives of the City, at all reasonable hours, and shall permit such representatives to interview employees during the hours on the job, all without prior notice. Neither the Contractor nor any Subcontractor shall allow any employee or other person to interfere with any such inspection or interview.

e. All Contractors and Subcontractors performing city-work shall, upon request of the City, file with the MDO, Labor Standards Division 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 performed.

f. Nothing herein shall preclude the payment by the Contractor of wages at rates higher than those specified as the minimum in the applicable schedule attached to the General Bidding and Contract Requirements. 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 schedule attached to the General Bidding and Contract Requirements 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 MDO, Labor Standards Division 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 Applicable Law governing payroll deductions for taxes, benefits and collective bargaining charges. Any assignment of wages by an employee for the direct or indirect benefit of the Contractor shall constitute a violation of this Paragraph; and any purported release of rights under Section 17-107 of The Philadelphia Code by an employee shall be void and of no effect.

h. The Parties shall refer to Section 17-107 of The Philadelphia Code, and to the regulations to be issued from time to time by the MDO, Labor Standards Division, for further information concerning the administration of the foregoing requirements of this Paragraph 108. 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.

109. Non-Discrimination; Fair Practices.

a. The Parties acknowledge that they have entered into and perform the Contract under the terms of the Philadelphia Home Rule Charter, as it may be amended from time to time, and in performing the Contract, the Contractor shall not discriminate or permit discrimination against any individual because of race, color, religion or national origin. In addition, the Contractor shall, in performing the Contract, comply with the provisions of the Fair Practices Ordinance of The Philadelphia Code (Chapter 9-1100) and the Mayor's Executive Order No. 4-86, as each may be amended from time to time, both of which prohibit, among other things, discrimination against individuals because of race, color, sex, sexual orientation, religion, national origin, ancestry, age, handicap (including but not limited to Human Immunodeficiency Virus infection), marital status, presence of children or source of income, in employment, housing and services in places of public accommodation. In the event of any breach of this Paragraph 109, the City may, in addition to any other rights or remedies available under the Contract, at law or in equity, suspend or terminate the Contract forthwith.

b. In accordance with Act 57 of 1998, 62 Pa.C.S. § 3701, in the hiring of employees for the performance of work under the Contract or any Subcontract, neither the Contractor, nor any of its Subcontractors, nor any Person acting in their behalf shall discriminate, by reason of gender, race, creed, or color, against any citizen of the Commonwealth who is qualified and available to perform the work to which the employment relates. In addition, neither the Contractor, nor any of its Subcontractors, nor any Person acting in their behalf shall in any manner discriminate against or intimidate any employee hired for the performance of work under the Contract on account of gender, race, creed, or color. In addition to any other remedies available to the City, the Contract may be cancelled or terminated by the City, and all money due on or to become due under the Contract may be forfeited for a violation of the terms or conditions of this Paragraph 109(b).

110. Employment of Low - and Moderate - Income Persons.

THIS PARAGRAPH INTENTIONALLY OMITTED

111. Ethics Requirements. To preserve the integrity of City employees and maintain public confidence in the competitive bidding system, the City intends to vigorously enforce the various ethics laws as they relate to City employees in the Bidding and execution of contracts to which the City is a party. Such laws are in three categories:

a. Executive Order No. 02-04, which prohibits City employees from soliciting or accepting anything of value from any Person seeking to initiate or maintain a business relationship with the City, including but not limited to any of its departments, boards, commissions or agencies. All City employees presented with gifts or gratuities as indicated in Executive Order 02-04 have been instructed to report these actions to the appropriate authorities. All Bidders, agents or intermediaries who are solicited for gifts or gratuities by City employees are urged to report these actions to the appropriate authorities, including but not limited to the Inspector General. Bidder understands and agrees that if it offers anything of value to a City official or employee under circumstances where the receipt of such item would violate the provisions of this Executive Order shall be subject to sanctions with respect to future City contracts. Such sanctions may range from disqualification from participation in a particular contract to debarment, depending on the nature of the violation.

b. Section 10-102 of the Philadelphia Home Rule Charter, which prohibits any bid from being accepted from, or contract awarded to any City employee or official, or any firm in which a City employee or official has a direct or indirect financial interest. All Bidders are required to disclose any current City employees or officials who are employees or officials of the Bidder's firm, or who otherwise would have a financial interest in the Contract.

c. The State Ethics Act and the City Ethics Code, which prohibit a public employee from using his or her public office or any confidential information gained thereby to obtain financial gain for himself or herself, a member of his or her immediate family, or a business with which he or she or a member of his or her immediate family is associated. "Use of public office" is avoided by the employee or official publicly disclosing the conflict and disqualifying himself or herself from official action in the matter, as provided in The Philadelphia Code §20-608.

112. The Philadelphia Code, Chapter 17-400.

a. In accordance with Chapter 17-400 of The Philadelphia Code, as it may be amended from time to time, Contractor agrees that its payment or reimbursement of membership fees or other expenses associated with participation by its employees in an exclusionary private organization, insofar as such participation confers an employment advantage or constitutes or results in discrimination with regard to hiring, tenure of employment, promotions, terms, privileges or conditions of employment on the basis or race, color, sex, sexual orientation, religion, national origin or ancestry, constitutes, without limiting the generality of Paragraph 33 (Default and Remedies), a substantial breach of the Contract entitling the City to all rights and remedies provided herein or otherwise available at law or in equity.

b. The Contractor agrees to include the immediately preceding subparagraph, with appropriate adjustments for the identity of the parties, in all Subcontracts which are entered into for work to be performed pursuant to the Contract.

c. The Contractor agrees to cooperate with the City's Commission on Human Relations in any manner which the Commission deems reasonable and necessary for the Commission to carry out its responsibilities under Chapter 17-400 of The Philadelphia Code. The Contractor's failure to so cooperate shall constitute, without limiting the applicability of Paragraph 33 (default and remedies), a substantial breach of the Contract entitling the City to all rights and remedies provided herein or otherwise available at law or in equity.

113. Federal Laws. The Contractor shall comply with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d – 2000d7), section 504 of the Federal Rehabilitation Act of 1973 (29 U.S.C. § 794), The Age Discrimination Act of 1975, (42 U.S.C. §§ 6101 – 6107), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681), and 45 C.F.R. Part 92, as they may be amended from time to time, which together prohibit discrimination on the basis of race, color, national origin, sex, handicap, age and religion.

114. Americans With Disabilities Act.

THIS PARAGRAPH INTENTIONALLY OMITTED

115. The Philadelphia Code, Section 17-104.

THIS PARAGRAPH INTENTIONALLY OMITTED

116. Steel Products Procurement Act.

THIS PARAGRAPH INTENTIONALLY OMITTED

117. Business, Corporate and Slavery Era Insurance Disclosure.

THIS PARAGRAPH INTENTIONALLY OMITTED

INDEX to Contract Provisions

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Submission	7	Disabilities Act	114
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Bonds:		Disputed Work	51
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 Prevailing Wage Schedule (Effective 09/10/07)
 Building Construction (cont'd)

**PREVAILING WAGE RATE SCHEDULE
 FOR CONSTRUCTION WORK DONE ON BEHALF OF CITY OF PHILADELPHIA
 INCLUDING REPAIR, ALTERATION, AND REMODELING WORK**

I. BUILDING CONSTRUCTION

A. Job Classification and Wage Rates

	Basic Hourly Rate	Fringe Benefits
ASBESTOS WORKER		
Journeyman	\$ 35.74	\$22.70
Handler Level 1	21.95	15.04
Handler Level 2	30.89	15.04
BOILERMAKER	35.26	20.31
BRICKLAYER	33.06	19.00
CARPENTER	35.55	19.40
CEMENT MASON	30.20	21.96
DRY WALL FINISHER	31.80	18.49
ELECTRICIAN	43.73	20.31
ELEVATOR CONSTRUCTOR		
Journeyman	42.745	14.885
Helper	29.92	14.885
Probationary Helper	21.37	14.885
GLAZIER	33.65	20.20
IRONWORKER		
Structural & Ornamental	39.55	23.78
Reinforcing (Rodsetter)	33.48	22.75
Rigger & Machinery Mover	31.77	21.58
LABORER		
Journeyman Class One	22.45	19.85
Journeyman Class Two	22.55	19.85
Journeyman Class Three	22.60	19.85
Journeyman Class Four	22.75	19.85
Journeyman Class Five	22.85	19.85
Journeyman Class Six	22.59	19.85
Journeyman Class Seven	23.70	19.85
Journeyman Class Eight	23.75	19.85
Journeyman Class Nine	23.85	19.85
Journeyman Class Ten	24.00	19.85
Journeyman Class Eleven	24.25	19.85
Lather & Plaster	23.12	19.35

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Prevailing Wage Schedule (Effective 09/10/07)

Building Construction (cont'd)

**LABORER: ASBESTOS ABATEMENT,
LEAD ABATEMENT,
TOXIC WASTE HANDLING,
HAZARDOUS WASTE HANDLING**

Master Abatement Technician	24.57	19.78
Apprentice Level 3 (Asbestos)	18.97	15.88
Apprentice Level 2 (Asbestos)	16.90	15.88
Apprentice Level 1 (Asbestos)	14.97	15.88
LANDSCAPE LABORER		
Class I	17.13	16.87
Class II	17.88	16.87
LATHER	35.55	19.40
LINE CONSTRUCTION		
Lineman	41.46	16.54
Winch Truck Operator	29.02	13.24
Truck Driver	26.95	12.69
Groundman	24.87	12.14
Watch/Flag Person	17.73	10.25
MARBLE SETTER	33.12	18.38
MARBLE FINISHER	27.00	17.35
MILLWRIGHT	32.70	21.59
PAINTER		
Brush & Roller	30.95	17.20
Spray, Steel, & Swing	32.20	17.20
Bridges	38.74	17.20
PILEDRIVERMAN	35.60	23.57
PLASTERER	31.90	18.85
PLUMBER	39.68	22.01
POINTER, CAULKER, & CLEANER	33.55	18.30
POWER EQUIPMENT OPERATOR		
Group One	34.94	19.57
Group One A	37.95	20.45
Group Two	34.70	19.49
Group Two A	37.70	20.38
Group Three	30.89	18.01
Group Four	30.59	17.92
Group Five	28.86	17.42
Group Six	27.87	17.13
Group Seven A	41.93	22.63
Group Seven B	41.64	22.54

TOXIC/HAZARDOUS WASTE REMOVAL

Add 20 percent to basic hourly rate for all classifications

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Prevailing Wage Schedule (Effective 09/10/07)

Building Construction (cont'd)

ROOFER	28.00	19.10
Shingle Slate & Tile	22.00	11.77
SHEET METAL WORKER	35.60	27.98
SOFT FLOOR LAYER (Resilient Floor)	35.56	19.92
SPRINKLER FITTER	43.37	16.45
STEAM FITTER	39.39	22.57
STONE MASON	33.12	18.38
TERRAZZO MECHANIC	34.22	18.38
TERRAZZO FINISHER	30.47	16.75
TILE SETTER	33.95	18.58
TILE FINISHER	27.63	17.68
TRUCK DRIVER		
Journeyman Class I	23.50	11.9225
Journeyman Class II	23.60	11.9225
Journeyman Class III	23.85	11.9225
WELDER - Rate for craft to which welding work is incidental.		

B. Job Classification Definitions: Building Construction

1. Laborer Classifications:

Class One: Strip concrete, dismantle concrete, load, unload, handle and/or transport reinforced steel and steel mesh, carry lumber, handle miscellaneous building materials, operate jack hammers, use paving breakers and other pneumatic tools, build scaffolds, perform raking, handle asphalt, perform spading and concrete pit work, perform grading, perform form pinning or shorting, perform demolition work with exception of burners, lay conduits, lay ducts, perform sheathing or lagging, lay non-metallic pipe, perform caulking.

Class Two: Mason Tender, Power Buggies, Burners on Demolition.

Class Three: Wagon drill operator (single)

Class Four: Powderman, wagon drill operator (multiple), perform circular caissons excavations, caisson groundman, perform underpinning excavation, perform laborers' work at depth of eight (8) feet or below.

Class Five: Caisson bottom worker.

Class Six: Yard worker.

Class Seven: Trackmen, Brakemen, Groutmen, Bottom Shaft Men, All Other Men in Free Air Tunnels.

Class Eight: Caisson Foreman

Class Nine: Miner Helper, Form Setters.

Class Ten: Miners Bore Driver, Blasters, Drillers, Pneumatic Shield Operator.

Class Eleven: Welders & Burners.

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Prevailing Wage Schedule (Effective 09/10/07)

Building Construction (cont'd)

Landscape Laborers:

Class I: Landscape laborer

Class II: Farm tractor driver, hydro seeder, mulched nozzle worker, backhoe operator, bulldozer crawler type loader, tree crane operator.

Laborer - Lather and Plasterer: Wheel and/or hod carry any lather and plaster materials used by lathering and plastering contractors' build scaffolds; build runways; perform clean-up and removal of debris as covered by lathering and plastering contractor's contract; deliver any material used by lathering and plastering contractor, from curbside to building and back, unless motor vehicles are permitted to enter building with required materials; all mortar designated for use by plasterer shall be carried via wheel barrow or hod; all plastering and fire proofing machines, as well as guns and mixers requiring the assistance of a worker other than plasterer operator, shall be manned by helper (tender).

2. Truck driver classifications

Class I: Helper, stake body truck operator (single axle, dumpster).

Class II: Dump truck operator, tandem truck operator, batch truck operator, semi-trailer truck operator, agitator-mixer truck operator, dump Crete type vehicle operator, asphalt distributor, farm tractor operator (when tractor used to transport materials), stake body truck (tandem) operator.

Class III: Euclid type; off highway equipment back truck operator; belly dump truck operator; double-hitched equipment trailer operator; straddle carrier (Ross) operator; low-bed trailer truck operator.

3. Power Equipment Operator Classifications - Building

Group One:

Handling steel and stone in connection with erection Cranes doing hook work

Any machines handling machinery

Cable spinning machine

Helicopters

Concrete Pumps (building)

Machines similar to above, including remote control equipment

****Toxic/Hazardous Waste Removal Rate-20 Per Cent Added to All Classifications**

Group One A:

Handling steel and stone in connection with erection.

Cranes doing hook work

Any machines handling machinery

Concrete Pumps (Building)

High Rail/Burro Crane

Rail Loader (Winch Boom Type)

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Prevailing Wage Schedule (Effective 09/10/07)

Building Construction (cont'd)

Group One (A): (cont'd)

All equipment in this group which previously received the hour in lieu of an oiler will receive Wage Group I(A). Equipment in this Wage Group that does not require an oiler.

Machines similar to above, including remote control equipment

Group Two:

All types of cranes
All types of backhoes
Cableways
Draglines
Keystones
All types of shovels
Derricks
Pavers 21E and over
Trenching machines
Trench shovels
Gradalls
Front- end Loaders
Boat Captain
Hoist with Two Towers
Building Hoists-double drum (unless used as a single drum)
Pippin type backhoes
Tandem scrapers
Tower type crane operation erecting dismantling jumping or jacking
Drills self-contained (Drillmaster type)
Fork lift (20ft. and over)
Motor Patrols (fine grade)
Batch Plant with Mixer
Caryalls, Scrapers, Tournapulls
Roller (High Grade Finishing)
Spreaders (Asphalt)
Bulldozers and Tractors
Mechanic-Welder
Conveyor Loaders (Euclid-Type Wheel)
Concrete Pumps (Heavy Highway)
Milling Machine
Bobcat
Side Boom

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Prevailing Wage Schedule (Effective 09/10/07)

Building Construction (cont'd)

Group Two: (cont'd)

Directional Boring Machines
Vermeer Saw Type Machine (other than hand held)
Tractor Mounted Hydro Axe
Chipper with boom
All Autograde and concrete finishing machines
Bundle Pullers/Extractors (Tubular)

Machines similar to the above including remote control equipment

*Surcharge

**Toxic/Hazardous Waste Removal Rate-20 Per Cent Added to All Classifications

Group Two (A):

Crawler backhoes and Crawler gradalls over one (1) cubic yard factory rating
Hydraulic backhoes over one (1) cubic yard factory rating
Single person operation truck cranes 15 ton and over factory rating
Cherry picker type machinery and equipment 15 ton and over factory rating, etc.
Cranes doing hook work will be paid Wage Group I (A).
All equipment in this Group which previously received the hour in lieu of an oiler will receive Wage Group II (A) including concrete pumps (Heavy/Highway).

Machines similar to the above including remote control equipment

*Surcharge

**Toxic/Hazardous Waste Removal Rate-20 Per Cent Added to All Classifications

Group Three:

Asphalt Plant Engineers
Conveyors (except building conveyors)
Well Drillers
Forklift Trucks of all types
Ditch Witch (small trenchers)
Motor Patrols
Fine Grade machines
Rollers
Concrete Breaking Machines (Guillotine Only)
Stump Grinder
High or Low Pressure Boilers
Building Hoist (single drum)
Elevator Operator (New Construction)

Machines similar to above including remote control equipment

**Toxic/Hazardous Waste Removal Rate-20 Per Cent Added to All Classifications

Group Four:

Seamen Pulverizing Mixer
Form Line Graders
Farm Tractors
Road Finishing Machines
Concrete Spreaders (Heavy Highway)

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Prevailing Wage Schedule (Effective 09/10/07)

Building Construction

Group Four: (cont'd)

Power Broom (self-contained)

Seed Spreader

Grease Truck

Machines similar to the above including remote control equipment

**Toxic/Hazardous Waste Removal Rate-20 Per Cent Added to All Classifications

Group Five:

Compressors

Pumps

Well pint pumps

Conveyors (Building)

Welding Machines

Heaters

Tireman, Power Equipment

Maintenance Engineers (Power Boats)

Miscellaneous Equipment

Operator

Elevator Operator (Renovations)

House Car

Machines similar to above including remote control equipment

**Toxic/Hazardous Waste Removal Rate-20 Per Cent Added to All Classifications

Group Six:

Fireman

Oilers and Deck Hands (Personnel Boats)/Grease Truck Helpers

*Surcharge

**Toxic/Hazardous Waste Removal Rate-20 Per Cent Added to All Classifications

Group Seven (A):

Handling steel and stone in connection with erection

Cranes doing hook work

Any machines handling machinery

Cable spinning machine

Helicopters

Concrete pumps (Building)

High Rail/Burro Crane

Rail Loader (Winch Boom Type)

Machines similar to above, including remote control equipment

**Toxic/Hazardous Waste Removal Rate-20 Per Cent Added to All Classifications

Group Seven B:

All types of cranes

All types of backhoes

Cableways

Conveyor Loader (Euclid-Type Wheel)

Page 8 of 15

Prevailing Wage Schedule (Effective 09/10/07)
Building Construction

Group Seven B: (cont'd)

Drag Lines
Keystones
All types of shovels
Derricks
Pavers 21E and over
Trench shovels
Trenching machines
Gradalls
Front-end Loaders
Boat Captain
Hoist with two towers
Concrete Pumps (Heavy, Highway)
Building Hoists-double drum (unless used as a single drum)
Milling Machine
Mucking Machines in Tunnel
Pippin type backhoes
Bobcat
Tandem scrapers
Side Boom
Tower type crane—operation, erecting, dismantling,
Jumping or jacking
Directional Boring Machines
Vermeer Saw Type Machine (other than hand held)
Drills self-contained (Drillmaster type)
Fork Lift (20 ft & over)
Track or Mounted Hydro Axe
Motor Patrols (Fine Grade)
Chipper with boom
Batch Plant with Mixer
All autograde and concrete finishing machines
Caryalls, Scapers & Tournapulls
Rollers (High Grade Finishing)
Bundle Pullers/Extractors (Tubular)
Spreaders (Asphalt)
Bulldozers and Tractors
Mechanic – Welders
Production Switch Tamper
Ballast Regulators
Tie Replacer
Rail/Road Loader
Power Jack liner

Machines similar to above, including remote control equipment

****Toxic/Hazardous Waste Removal Rate-20 Per Cent Added to All Classifications**

Page 9 of 15
 Prevailing Wage Schedule (Effective 09/10/07)
 Heavy and Highway Construction

II. HEAVY AND HIGHWAY CONSTRUCTION

A. JOB CLASSIFICATION AND WAGE RATES

	Basic Hourly Rate	Fringe Benefits
CARPENTER	\$35.95	\$19.40
CEMENT MASON	28.95	21.94
ELECTRICIAN	43.73	20.31
IRONWORKERS		
Rigger & Machinery Mover	31.77	23.78
Structural & Ornamental	39.55	22.75
Reinforcing Steel Mesh, Rebar Work	33.48	21.58
LABORERS		
Group One	23.55	19.50
Group Two	23.65	19.50
Group Three	23.75	19.50
Group Four	18.35	19.50
Group Five	24.40	19.50
Group Six	24.45	19.50
Group Seven	24.30	19.50
Group Eight	24.05	19.50
Group Nine	23.90	19.50
Group Ten	24.05	19.50
Group Eleven	23.95	19.50
Group Twelve	25.65	19.50
Group Thirteen	27.68	19.50
Group Fourteen	23.80	19.50
LANDSCAPING LABORER		
Class I	17.23	16.17
Class II	17.88	16.17
LINE CONSTRUCTION		
Lineman	43.76	17.16
Winch Truck Operator	29.02	13.24
Truck Driver	26.95	12.69
Groundman	24.87	12.14
Watch/Flag Person	17.73	10.25
MILLWRIGHT	32.70	21.59
PAINTERS		
Brush & Roller	30.95	17.20
Spray, Steel & Swing	32.20	17.20
Bridges	38.74	17.20

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 Prevailing Wage Schedule (Effective 09/10/07)
 Heavy and Highway Construction (cont'd)

POWER EQUIPMENT OPERATOR

Group One	34.94	19.57
Group One A	37.95	20.45
Group Two	34.70	19.49
Group Two A	37.70	20.38
Group Three	30.89	18.01
Group Four	30.59	17.92
Group Five	28.86	17.42
Group Six	27.87	17.13
Group Seven A	41.93	22.63
Group Seven B	41.64	22.54

*****TOXIC/HAZARDOUS WASTE REMOVAL*****

Add 20 percent to basic hourly rate for all classifications

PILEDRIVERMAN	35.60	23.57
TRUCK DRIVER		
Class I	23.35	11.9225
Class II	23.45	11.9225
Class III	23.70	11.9225

B. Job Classification Definitions: Heavy and Highway Construction

1. Laborer Classifications:

Group One: Yard workers: (laborer, scale mixerman, burnerman, dustman, feeder).

Group Two: General laborer; Asphalt Shovelers; Sheeting, Shoring & Lagging – Laborer; Stone, Granite & Artificial Stone Setting Laborer; Hod Carriers; Scaffold Building; Relief Joint & Approach Slabs; Assembling & Placing Gabions; Pneumatic Tool Laborers; Concrete Forms & Stripping Laborers; Concrete Lumber Material Laborers; Steel & Steel Mesh (carrying & handling); Form Pinners; Mortar Mixers; Pouring & Placing Concrete; Grade Men

Group Three: Vibrator Laborers; Finish Surface Asphalt Rackers; Jackhammer Operators; Paving Breaker Operator; Pipelayer & Caulker (all joints up to within 5 feet of the Building Foundation Line); Conduit & Duct Layers

Group Four: Flagperson

Group Five: Miners

Group Six: Welders and Burners.

Group Seven: Miner Bore Driver; Blasters; Drillers Pneumatic Shield Operator

Group Eight: Form Setters

Group Nine: Trackmen; Brackmen; Groutmen; Bottom Shaft Men; All other Laborers in Free Air Tunnels; Underpinning (When an underpinning excavation for a pier hole of five feet square or less and eight feet or more deep is dug, the rate shall apply only after a depth of eight feet is reached, to the men working in the bottom)

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Prevailing Wage Schedule (Effective 09/10/07)

Heavy and Highway Construction (cont'd)

1. Laborer Classifications: (cont'd)

Group Ten: Circular Caissons (Where an excavation for circular caissons are dug eight feet or more below the natural grade level adjacent to the starting point of the caisson hole, at ground level, for the men working in the bottom); Welders, Burners & Air Tuggers

Group Eleven: Powdermen; Multiple Wagon Drill Operator Laborer

Group Twelve: Caisson Laborer Foreman

Group Thirteen: Toxic/Hazardous waste Handler

Group Fourteen: Wagon Drill/Hydraulic Track Drill Operator Laborer

Landscape Laborers:

Class I: Landscape laborer

Class II: Farm tractor driver, hydroseeder, mulcher nozzle worker, backhoe operator, bulldozer crawler type loader, tree crane operator.

2. Power Equipment Operator Classifications - Heavy, & Highway

Group One:

Handling steel and stone in connection with erection Cranes doing hook work

Any machines handling machinery

Cable spinning machine

Helicopters

Concrete Pumps (building)

Machines similar to above including remote control equipment

Group One A:

Handling steel and stone in connection with erection.

Cranes doing hook work

Any machines handling machinery

Concrete Pumps (Building)

High Rail/Burro Crane

Rail Loader (Winch Boom Type)

All equipment in this group which previously received the hour in lieu of an oiler will receive Wage Group I (A). Equipment in this Wage Group that does not require an oiler.

Machines similar to above, including remote control equipment

Group Two:

All types of cranes

All types of backhoes

Cableways

Draglines

Keystones

All types of shovels

Derricks

Pavers 21E and over

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**Prevailing Wage Schedule (Effective 09/10/07)
Heavy and Highway Construction (cont'd)**

Group Two: (cont'd)

Trenching machines
Trench shovels
Gradalls
Front- end Loaders
Boat Captain
Hoist with Two Towers
Building Hoists-double drum (unless used as a single drum)
Pippin type backhoes
Tandem scrapers
Tower type crane operation erecting dismantling jumping or jacking
Drills self-contained (Drillmaster type)
Fork lift (20ft. and over)
Motor Patrols (fine grade)
Batch Plant with Mixer
Carryalls, Scrapers, Tournapulls
Roller (High Grade Finishing)
Spreaders (Asphalt)
Bulldozers and Tractors
Mechanic-Welder
Conveyor Loaders (Euclid-Type Wheel)
Concrete Pumps (Heavy Highway)
Milling Machine
Bobcat
Side Boom
Directional Boring Machines
Vermeer Saw Type Machine (other than hand held)
Tractor Mounted Hydro Axe
Chipper with boom
All Autograde and concrete finishing machines
Bundle Pullers/Extractors (Tubular)
Machines similar to the above including remote control equipment

Group Two A:

Crawler backhoes and Crawler gradalls over one (1) cubic yard factory rating
Hydraulic backhoes over one (1) cubic yard factory rating
Single person operation truck cranes 15 ton and over factory rating
Cherry picker type machinery and equipment 15 ton and over factory rating, etc.
Cranes doing hook work will be paid Wage Group I (A).
All equipment in this Group which previously received the hour in lieu of an oiler
will receive Wage Group II (A) including concrete pumps (Heavy/Highway).
Machines similar to the above including remote control equipment

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Prevailing Wage Schedule (Effective 09/10/07)

Heavy and Highway Construction (cont'd)

Group Three:

- Asphalt Plant Engineers
- Conveyors (except building conveyors)
- Well Drillers
- Forklift Trucks of all types
- Ditch Witch (small trenchers)
- Motor Patrols
- Fine Grade machines
- Rollers
- Concrete Breaking Machines (Guillotine Only)
- Stump Grinder
- High or Low Pressure Boilers
- Building Hoist (single drum)
- Elevator Operator (New Construction)
- Machines similar to above including remote control equipment

Group Four:

- Seamen Pulverizing Mixer
- Form Line Graders
- Farm Tractors
- Road Finishing Machines
- Concrete Spreaders (Heavy Highway)
- Power Broom (self-contained)
- Seed Spreader
- Grease Truck
- Machines similar to the above including remote control equipment

Group Five:

- Compressors
- Pumps
- Well pint pumps
- Conveyors (Building)
- Welding Machines
- Heaters
- Tireman, Power Equipment
- Maintenance Engineers (Power Boats)
- Miscellaneous Equipment
- Operator
- Elevator Operator (Renovations)
- House Car
- Machines similar to above including remote control equipment

Group Six:

- Fireman
- Oilers and Deck Hands (Personnel Boats)
- Grease Truck Helpers

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Prevailing Wage Schedule (Effective 09/10/07)

Heavy and Highway Construction (cont'd)

Group Seven (A):

- Handling steel and stone in connection with erection
- Cranes doing hook work
- Any machines handling machinery
- Cable spinning machine
- Helicopters
- Concrete pumps (Building)
- High Rail/Burro Crane
- Rail Loader (Winch Boom Type)

Machines similar to above, including remote control equipment

****Toxic/Hazardous Waste Removal Rate-20 Per Cent Added to All Classifications**

Group Seven B:

- All types of cranes
- All types of backhoes
- Cableways
- Conveyor Loader (Euclid-Type Wheel)
- Drag Lines
- Keystones
- All types of shovels
- Derricks
- Pavers 21E and over
- Trench shovels
- Trenching machines
- Gradalls
- Front-end Loaders
- Boat Captain
- Hoist with two towers
- Concrete Pumps (Heavy, Highway)
- Building Hoists-double drum (unless used as a single drum)
- Milling Machine
- Mucking Machines in Tunnel
- Pippin type backhoes
- Bobcat
- Tandem scrapers
- Side Boom
- Tower type crane operation, erecting, dismantling, Jumping or jacking
- Directional Boring Machines
- Vermeer Saw Type Machine (other than hand held)
- Drills self-contained (Drillmaster type)
- Fork Lift (20 ft & over)
- Tractor Mounted Hydro Axe

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Prevailing Wage Schedule (Effective 09/10/07)

Heavy and Highway Construction (cont'd)

Motor Patrols (Fine Grade)
Chipper with boom
Batch Plant with Mixer
All autograde and concrete finishing machines
Caryalls, Scapers & Tournapulls
Rollers (High Grade Finishing)
Bundle Pullers/Extractors (Tubular)
Spreaders (Asphalt)
Bulldozers and Tractors
Mechanic – Welders
Production Switch Tamper
Ballast Regulators
Tie Replacer
Rail/Road Loader
Power Jack liner

Machines similar to above, including remote control equipment

*Surcharge

**Toxic/Hazardous Waste Removal Rate-20 Per Cent Added to All Classifications

3. Truck Driver Classifications:

Class I: Helper, stake body truck operator (single axle, dumpster)

Class II: Dump truck operator, tandem truck operator, batch truck operator, semi-trailer truck operator, agitator-mixer truck operator, dumpcrete type vehicle operator, asphalt distributor, farm tractor operator (when used to transport materials), stake body truck (tandem) operator.

Class III: Euclid type, off highway equipment back truck operator, belly dump truck operator, double-hitched equipment trailer operator, straddle carrier (Ross) operator; lowbed trailer truck operator.

NOTE:

1. Contractors are advised to contact the Philadelphia Labor Standards Unit with any questions regarding job classification, prevailing wage rates, and fringe benefits.
2. Prior to employing apprentices on a public works project, the contractor is required to provide written evidence of employee's registration with a statewide training program recognized by the U.S. Bureau of Apprenticeship and Training (BAT). Contractors shall forward proper documentation for each bona fide apprentice to:

**Philadelphia Labor Standards Unit
Municipal Services Building
1401 John F. Kennedy Boulevard - 6th Floor, Room 630
Philadelphia, PA 19102-1670
Telephone Number: (215) 686-2132
Fax Number: (215) 686-2116**

BICYCLE RACK LOCATIONS**RR – Regional Rail****SSL – Subway Surface Line (Green Lines)****BSL – Broad Street Line****MFL – Market – Frankford Line**

<u>NEIGHBORHOOD</u> <u>RACKS</u>	<u>LOCATION</u>	<u># OF BICYCLE</u>
Brewerytown	2524 W. Girard Ave	1
Brewerytown	2608 W. Girard Ave	1
Brewerytown	2613 W. Girard Ave	1
Brewerytown	2621 W. Girard Ave	1
Brewerytown	2641 W. Girard Ave	1
Brewerytown	2700 W. Girard Ave	1
Brewerytown	2701 W. Girard Ave	1
Brewerytown	2721 W. Girard Ave	1
Brewerytown	2736 W. Girard Ave	1
Brewerytown	2739 W. Girard Ave	1
Brewerytown	2800 W. Girard Ave	1
Brewerytown	2801 W. Girard Ave	1
Brewerytown	2827 W. Girard Ave	1
Brewerytown	2828 W. Girard Ave	1
Brewerytown	2836 W. Girard Ave	1
Brewerytown	2843 W. Girard Ave	1
Brewerytown	2900 W. Girard Ave	1
Brewerytown	2901 W. Girard Ave	1
Brewerytown	2948 W. Girard Ave	1
Brewerytown	2949 W. Girard Ave	1
Brewerytown	3000 W. Girard Ave	1
Brewerytown	3001 W. Girard Ave	1
Brewerytown	3041 W. Girard Ave	1
Brewerytown	3201 W. Girard Ave	1
	(By entrance for Hatfield House and Route 15 bus stop)	
Center City	1300-02 South St	1
Center City	NE corner of South St and Broad St	2
	(On South St side, by entrance to community garden)	
Center City	600 S Broad St (On South St Side)	1
Center City	1412 South St	1
Center City	1438 South St	1
Center City	1448 South St	1
Center City	1429 South St	2
	(Two on either side of Charter school entrance on South St side)	
Center City	1435 South St	1
Center City	532 S 15th St	1
Center City	1505-11 South St	3
Center City	1529 South St	1
Center City	1500 South St (On 15th St side)	1
Center City	1512 South St	1
Center City	1518 South St	1
Center City	1540 South St	1
Center City	1544 South St	1
Center City	1604 South St	1
Center City	1610-12 South St	1
Center City	1628-30 South St	1

Center City	1640-42 South St	2
Center City	1611 South St	1
Center City	1621 South St	1
Center City	1635 South St	1
Center City	1700-1730 South St	2
	(Parking garage - place one at east end of garage (by corner) and Other at west end (close to 1740 bldg))	
Center City	1740 South St	1
Center City	1707 South St	1
Center City	1719 South St	1
Center City	1739 South St	1
Center City	1818 South St	1
Center City	1820 South St	1
Center City	1826 South St	1
Center City	1830 South St	1
Center City	1844 South St	1
	(SE corner of 19th St and South St - South St side)	
Center City	North side of 1800 block of South St	2
	(One on each side of hospital entrance)	
Center City	1900-1902 South St	1
Center City	2211 South St	4
	(One in front of - but not blocking - each door of Bicycle Therapy, one in front of courtyard near handicapped meter, one on south side of St across from Bicycle Therapy)	
Center City	190 N.Independence Mall West	4
	(Leave room for loading from sidewalk cut out in front of building)	
Center City	221 Church St	1
Center City	2310 Lombard St (center on property)	1
Center City	2517 South St (center on property)	1
Center City	611 South Hancock St (center on property)	1
Center City	105 South 7th St	2
Center City	1510 Chestnut St	3
Center City	1610 Chestnut	2
Center City	1622 Chestnut St	1
Center City	2300 Market St	5
Center City	1346 Chestnut St	3
Center City	333 South 13th St	2
Center City	1228 Spruce St	4
Center City	311 Juniper St	3
Center City	327-29 South Broad St (Chambers Wylie Church)	3
Center City	333 South Broad St	5
Center City	320 South Broad (Dorrance Building - don't block front steps)	3
Center City	1499 Pine St	12
	(Pine St side of Dorrance Building - don't block driveway)	
Center City	401 South Broad St (Don't block steps)	4
Center City	601 South Broad St (Arts Bank - on South St side)	4
Center City	1500 Pine St (3 on 15th St side, 2 on Pine St side)	5
Center City	215 South Broad	1
Center City	211 South Broad St	3
Center City	100 South Broad (Land Title Building)	4
Center City	West side of South Broad St between Walnut and Maseryk Place	2
	(To the right of Bellevue entrance, next to newspaper honor box corral)	
Center City	West side of South Broad St between Maseryk Place and Locust	2
	(In front of Bliss between light pole and subway vents (by Andre Watts plaque)	
Center City	SW corner of Broad and Locust	2

	(On Locust side of St. Just past SEPTA stop)	
Center City	West side of S. Broad St between Locust and Bach Pl (South of Merriam steps, closer to Bach Pl)	1
Center City	West side of S. Broad St between Bach Pl and Spruce St (Between St light pole and planter)	1
Center City	SW corner of Broad and Spruce (On Spruce St side, west of SEPTA stop)	2
Center City	west side S. Broad St between Spruce and Pine (To the south of the Kimmel main entrance, closer to lone exit door. Between light pole and BSL vent.)	2
Center City	500 S. Broad. (One on either side of Phila's Health Center 1/Dept of Public Health)	2
Center City	512 S. Broad St (World Communications Charter School)	1
Center City	730-2 S. Broad St (Brandywine Workshop. Place behind gravel tree pit)	1
Center City	738 S. Broad st (Clef Club of Jazz)	1
Center City	762 S. Broad st	1
Center City	772 S. Broad st	1
Center City	1100 S. Broad St (Marine Club condos, one on either side of entrance, between trees)	2
Center City	1101 S. Broad St (On Washington Ave side, by entrance of Rock School)	2
Center City	East side of S. Broad St between Kater and South (By Café, between light pole and handicapped parking meter)	1
Center City	East side of S. Broad St between South and Rodman (Between sign pole and handicapped parking meter)	1
Center City	507 S. Broad St	1
Center City	309 S. Broad St (Between sign pole and newspaper honor box corral)	1
Center City	301 S. Broad St (On Spruce St side of Utrecht, east of vendor cart and newsstand)	1
Center City	East side of S. Broad St between Spruce and Locust (Just south of parking garage exit located between the Wilma and the Doubletree Hotel)	1
Center City	East side of S. Broad St between Spruce and Locust (In front of Doubletree Hotel by Ormandy Ballroom sign, by taxi stand.)	3
Center City	East side of S. Broad St between Locust and Walnut (Just north of parking garage entrance, between curb cut and light pole. By Solomon Burke plaque in sidewalk.)	1
Center City	East side of S. Broad St between Locust and Walnut (Between the Street light pole and raised planter, by Joe Burke and George Woods sidewalk plaques.)	1
Center City	211 S. Broad St (By Italian Bistro entrance)	1
Center City	135 S. Broad St (On either side of Wachovia entrance between planters)	2
Center City	123 S. Broad St (South of entrance to 123, between sign pole and planter)	1
Center City	121 S. Broad St (Between 25MPH sign pole and planter)	1
Center City	247 S. 16th St	2
Center City	RR Market East	4
Center City	RR Suburban	4
Center City	RR 30th St	4
Center City	BSL Lombard-South	2
Center City	MFL13th St/SSL 13th/Juniper	4
Center City	MFL 15th St	4
Center City	BSL Spring Garden (25)	2
Center City	MFL Spring Garden	4
Center City	MFL 30th St	4

Center City	MFL 5th St	4
Center City	MFL 11th St	4
Center City	BSL Race-Vine	4
Center City	BSL Walnut-Locust	6
Center City	South side of 1100 block Arch street	1
Center City	South side of 1200 block Arch Street	1
Center City	SW corner of 16th and Arch (Arch St side, near Phoenix/PFCU/Starbucks entrance on Arch)	1
Center City	1701 Ben Franklin Pkwy (near Subway Restaurant)	1
Center City	North side of 1000 block Chestnut Street (midblock)	1
Center City	NE corner of 13th& Chestnut street (Chestnut St side)	2
Center City	North side of 1300 block Chestnut btwn 13th and Juniper Streets	1
Center City	NW corner 7th& Chestnut Street (Chestnut St side)	1
Center City	North side of 1200 block Filbert Street (midblock)	1
Center City	NW corner of 13th and Filbert Streets (Filbert St side)	1
Center City	South side of 1600 block JFK Boulevard (one at each end of street)	2
Center City	NE corner of 18th St and JFK Boulevard (on JFK side)	1
Center City	SE corner of 10th and Locust Streets (on 900 block of Locust st side)	1
Center City	South side of 1000 block of Locust Street (midblock)	1
Center City	SE corner 12th and Locust Streets (Locust St side)	1
Center City	NE corner of Locust and Camac Streets (Locust St side)	1
Center City	NW corner of 10th and Market Streets (Market St. side)	1
Center City	North side of 1100 block Market Street (Convention Center)	4
Center City	North side of 1600 block Market Street (midblock)	1
Center City	North side of 1800 Block Market Street	1
Center City	NW corner of 19th and Market Streets (Market St side, near SSL Station entrance)	1
Center City	NE corner of 21st and Market Streets (Market St side)	1
Center City	NE corner of 22nd and Market Streets (Market St side, near SSL Station entrance)	1
Center City	East side of N.15th Street btwn Race and Spring Streets (by Hahnemann Hospital entrance)	4
Center City	South side of 1900 Race Street (midblock by Moore College of Art entrance)	1
Center City	North side of Rittenhouse Square South (where 19th meets Rittenhouse Sq)	1
Center City	East side of Rittenhouse Sqaure West (midblock)	1
Center City	West side of 100 block S 11th btwn Sansom and Walnut streets (midblock)	1
Center City	East side of 100 block S 11th btwn Sansom and Walnut streets (midblock)	1
Center City	SW corner of 12th and Chancellor streets (12th St side)	1
Center City	NW corner of 13th and Drury Streets (13th St side)	1
Center City	East side of 100 Block S 13th btwn Drury and Sansom Streets (13th St side)	1
Center City	NE corner of 13th and Saint James (13th St side)	1
Center City	West side of 15th Street btwn Sansom and Moravian (midblock)	1
Center City	124 South 15th Street	1
Center City	East side of South 15th Street btwn Moravian and Walnut Streets (by Bally's entrance)	2
Center City	West side of South 16th street btwn Ranstead and Chestnut Streets (by Two Liberty Place west side entrance)	1
Center City	East side of South 16th Street btwn Walnut and Locust (midblock)	1
Center City	West side of South 16th Street btwn Walnut and Locust (midblock)	1
Center City	West side of South 16th Street btwn Latimer and Spruce Streets (midblock)	1

Center City	242 South 17th Street (west side)	1
Center City	251 South 17th street (east side)	1
Center City	252 South 17th Street (west side)	1
Center City	East side of North 18th Street (by park entrance)	1
Center City	East side of South 18th street btwn Ranstead and Chestnut	1
Center City	East side of South 18th street btwn Chestnut and Stock Exchange	1
Center City	West side of South 18th street btwn Chestnut and Stock Exchange	1
Center City	SE corner of South 18th and Stock Exchange (south 18th St side)	1
Center City	East side of South 18th Street btwn Sansom and Moravian Streets	1
Center City	NE corner of South 18th Street and Walnut Streets (18th St side)	1
Center City	West side South 18th Street btwn Walnut and Rittenhouse Square South	4
Center City	NW corner of 8th and Walnut Streets (8th St side)	1
Center City	NE corner of 9th & Sansom (Sansom St side)	1
Center City	North side of 1000 block Sansom Street (midblock)	1
Center City	North side of 1500 block of Sansom Street (midblock)	1
Center City	SW corner of 15th and Sansom Streets (Sansom St side)	1
Center City	SE corner of 17th and Sansom streets (Sansom St side, near First Baptist Church)	1
Center City	South side of 900 block Walnut (midblock)	1
Center City	SE corner of 11th and Walnut Streets (Walnut St side)	1
Center City	North side of 1100 block Walnut btwn 11th and Quince Streets (midblock)	1
Center City	SW corner of Quince and Walnut Streets (Walnut St side)	1
Center City	SW corner of Walnut and Watts Streets (Walnut St side)	1
Center City	South side of Walnut Street btwn Sydenham and 16th Streets (midblock)	1
Center City	North side of Walnut Street btwn 15th and 16th Streets (midblock)	1
Center City	South side of 1600 block Walnut Street (midblock)	2
Center City	North side of 1600 block of Walnut Street (midblock)	1
Center City	South side of 1700 block of Walnut Street (midblock)	1
Center City	North side of 1700 block of Walnut Street (midblock)	1
Center City	North side of 1800 block of Walnut Street	4
Center City	South side of 1800 block of Walnut Street	3
Chestnut Hill	RR7 Wyndmoor	2
Chestnut Hill	RR7 Gravers	2
Chestnut Hill	RR7 Chestnut Hill East	2
Chestnut Hill	RR8 St. Martins	2
Chestnut Hill	RR8 Highland	2
Chestnut Hill	RR8 Chestnut Hill West (23, 77, 94)	2
Chinatown	900 Race St	2
Chinatown	NW corner of 8 th & Race St (BSL bridge Chinatown Station)	2
Chinatown	South side Race Street btwn 8 th St & 9 th St	2
Chinatown	North side of 8 th St between Race St & Arch St	2
East Falls	3720 Midvale Ave (Well Grounded - in front of apartment door & main entrance)	1
East Falls	3736 Midvale Ave (nail salon paired, close to Johny Manana's)	2
East Falls	4161 Ridge Ave (Salon affinity)	1
East Falls	4041 Ridge Ave (Chelsea Apartments)	2
East Falls	4036 Ridge Ave (Child care center)	1
East Falls	4060 Ridge Ave (Nnobi's natural shack)	1
East Falls	4068 Ridge Ave (Corner property of South Ferry – one on Ridge Ave and one on South Ferry)	2
East Falls	4100 Ridge Ave (Parking Lot on Ridge Ave side)	1
East Falls	4028 Ridge Ave (Franco's Trattoria – one by parking lot, two on	3

	Ridge Ave	
East Falls	4130 Ridge Ave (Post Office)	2
East Falls	4168 Ridge Ave (Sunoco – on Ridge Ave side btwn driveways, on Midvale Ave side on the riverside of the tree on corner)	2
East Falls	4189 Ridge Ave (East Fall's Eye Associates)	1
East Falls	4200 Ridge Ave (On Midvale side of building – Wing Lee – paired, Closer to Buckets)	2
East Falls	4200 block of Ridge Ave (Inn Yard Park, two in btwn each utility pole)	6
East Falls	4300 block of Ridge Ave (North side, locate btwn each set of steps, btwn new plantings)	5
East Falls	4217 Ridge Ave (Hidden Creek Sports)	1
East Falls	4211 Ridge Ave (Shen Chuan, paired with The Pour House)	1
East Falls	4209 Ridge Ave (The Pour House, paired with Shen Chuan)	1
East Falls	3741 Midvale Ave (Golden Crust (Mark Sherman))	1
East Falls	3749-51 Midvale Ave (Buckets)	1
East Falls	3624 Conrad St (Mifflin School – two on each side of Conrad St Entrance, two on Midvale St by steps)	6
East Falls	3601 Midvale Ave (Rite Aide)	1
East Falls	3617 Midvale Ave (National Penn bank)	1
East Falls	3600 block of Midvale Ave (Septa train station – two by platform on grounds)), one on Midvale St by sign)	3
East Falls	3492 Tilden St (Conrad Deli – on Conrad St side of building by the back entrance)	1
East Falls	3423 Conrad St (Laundromat / dry cleaner)	1
East Falls	3401 Conrad St (btwn loading zone sign and tree)	1
East Falls	3572 Indian Queen Lane (The Set Table – street level basement door is not used)	1
East falls	3333 Conrad St (Billy Murphy's Saloonery)	1
East Falls	Conrad St & New Queen St (Appollo's Pizza on Conrad St)	1
Fairmount	2244 Fairmount Ave (Garden Fresh) (Place rack on Fairmount Ave side between/ curb cut and tree)	1
Fairmount	2303 Fairmount Ave (London Next Door) (Place at edge of 2303 to 2305 property line)	1
Fairmount	2313 Fairmount Ave (Beehive Hair Salon)	1
Fairmount	2319 Fairmount Ave (Plants Etc.)	1
Fairmount	2025 Fairmount Ave (L'Oca) on Fairmount side	1
Fairmount	2106 Fairmount Ave (Mugshots) (In front of ramp in old curb cut area)	2
Fairmount	2124-2126 Fairmount Ave (ESP Offices)	1
Fairmount	2125 Fairmount Ave (Green Office Next to Jack's Firehouse)	1
Fairmount	2206 Fairmount Ave (Fairmount CDC) (As close to loading zone sign as possible)	1
Fairmount	2232 Fairmount Ave (Fairmount Chiropractor)	1
Fairmount	2345-2347 Fairmount Ave (Parking Lot by Bishops Collar) (In front of fence by parking lot)	2
Fairmount	2401 Fairmount Ave (Art Museum Pizza)	1
Fairmount	2329 Parrish St (Wake Up Yoga)	2
Fairmount	2501 Olive St. (25th and Olive)(Fairmount Arts Center) (On Olive Street just off of 25th in front of storefront window)	1
Fairmount	747 N. 25th Street (Aspen Street Tavern)	1
Fairmount	2441 Aspen Street (Take it to the Cleaners) (On North 25th Street side of the building)	1
Fairmount	726 N. 24th Street (Bridgid's)	1
Fairmount	706 N. 26th Street (In The Doghouse)	1
Fairmount	2545 Brown Street (Crooked Frame Café)	1
Fairmount	2411 Brown Street (Ellis Pharmacy)	1

Fairmount	N. 24th and Brown Street (McKenna's Pub)	1
Fairmount	801 N. 24th Street (BowWow Pet Grooming) (On Brown Street at 24th & Brown)	1
Fairmount	22nd & Brown (Bache Martin Elementary School) (NE corner across street from playground)	1
Fishtown	800 E. Girard Ave	1
Fishtown	701 E. Girard Ave (Just west of 721 property)	1
Fishtown	624 E. Girard Ave	1
Fishtown	621 E. Girard Ave	1
Fishtown	600 E. Girard Ave	1
Fishtown	537 E. Girard Ave	1
Fishtown	526 E. Girard Ave	1
Fishtown	510 E. Girard Ave	1
Fishtown	456 E. Girard Ave	1
Fishtown	455 E. Girard Ave	1
Fishtown	434 E. Girard Ave	1
Fishtown	424 E. Girard Ave	1
Fishtown	400 E. Girard Ave	1
Fishtown	421 E. Girard Ave	1
Fishtown	329 E. Girard Ave	1
Fishtown	312 E. Girard Ave	1
Fishtown	311 E. Girard Ave	1
Fishtown	256 E. Girard Ave	1
Fishtown	245 E. Girard Ave	1
Fishtown	227 E. Girard Ave	1
Fishtown	208 E. Girard Ave	1
Fishtown	100 E. Girard Ave	1
Fishtown	108 E. Girard Ave	1
Fishtown	107 E. Girard Ave	1
Fishtown	40 W. Girard Ave	1
Fishtown	31 W. Girard Ave	1
Fishtown	5 W. Girard Ave	1
Fishtown	2 W. Girard Ave	1
Fox Chase	7880 Oxford Ave	3
Francisville	1416 W. Girard Ave	1
Francisville	1421 W. Girard Ave	1
Francisville	1432 W. Girard Ave	1
Francisville	1433 W. Girard Ave	1
Francisville	1501 W. Girard Ave	1
Francisville	1514 W. Girard Ave	1
Francisville	1521 W. Girard Ave	1
Francisville	1605 W. Girard Ave	1
Francisville	1630 W. Girard Ave (By St. Josephs Hospital ped/walkway entrance)	2
Francisville	1639 W. Girard Ave	1
Francisville	1701 W. Girard Ave (Cluster near school entrance)	6
Francisville	1702 W. Girard Ave	1
Francisville	1738 W. Girard Ave	1
Francisville	1802 W. Girard Ave	1
Francisville	1814 W. Girard Ave	1
Francisville	NW corner of Ridge and Girard	1
Francisville	1834 W. Girard Ave	1
Francisville	1901 W. Girard Ave (Place two (perpendicular to curb) on each side of steps in the break in the grass strip in front of Berean Institute)	4
Francisville	1902 W. Girard Ave	1
Francisville	1938 W. Girard Ave	1

Francisville	2000 W. Girard Ave	1
Francisville	2001 W. Girard Ave	1
Francisville	2012 W. Girard Ave	1
Francisville	NW corner Girard and Corinthian (By Girard College entrance)	4
Francisville	2100 W. Girard Ave (Philadelphia Nursing Home entrance)	2
Frankford	MFL M-O/Arrott Terminal	2
Frankford	MFL Church	2
Frankford	Fkd Ave loop (66,70)	2
Frankford	RR7 Bridesburg	2
Germantown	5400 Germantown Ave	1
Germantown	5401 Germantown Ave	1
Germantown	5409 Germantown Ave (by school/church entrance)	1
Germantown	5439 Germantown Ave	1
Germantown	5448 Germantown Ave (Germantown Friends School by entrances)	6
Germantown	5458 Germantown Ave	1
Germantown	5516 Germantown Ave	1
Germantown	5521 Germantown Ave	1
Germantown	5549 Germantown Ave	1
Germantown	5600 Germantown Ave	1
Germantown	5601 Germantown Ave	1
Germantown	5624 Germantown Ave (One on Germantown Ave side, one on Chelten Ave side behind bus stop)	2
Germantown	5633 Germantown Ave (One on Germantown Ave side, one on Chelten Ave side behind bus stop)	2
Germantown	5700 Germantown Ave (One on Germantown Ave side, one on Chelten Ave side behind bus stop)	2
Germantown	5701 Germantown Ave (One on Germantown Ave side, one on Chelten Ave side behind bus stop)	2
Germantown	5735 Germantown Ave	1
Germantown	5800 Germantown Ave (Vernon Park, near entrances)	4
Germantown	5803 Germantown Ave	1
Germantown	5820 Germantown Ave (YMCA)	1
Germantown	5825 Germantown Ave	1
Germantown	5831 Germantown Ave	1
Germantown	5838 Germantown Ave	1
Germantown	5851 Germantown Ave	1
Germantown	5901 Germantown Ave (Germantown high school - 2 on each side of both entrances on Germantown Ave)	4
Germantown	61 E. Haines St (Fulton Elementary)	2
Germantown	5910 Germantown Ave	1
Germantown	5926 Germantown Ave	1
Germantown	5930 Germantown Ave	1
Germantown	5946 Germantown Ave	1
Germantown	5511 Greene St (Greene St Friends School, by entrances)	2
Germantown	5722 Greene St (YMCA)	1
Germantown	123 East Chelten Ave	1
Germantown	19 East Chelten Ave	1
Germantown	20 East Chelten Ave	1
Germantown	99 East Chelten Ave (at shopping center on North side of Chelten just east of Kenyon St intersection)	2
Germantown	16-60 West Chelten Ave (distribute through length of block)	4
Germantown	37 West Chelten Ave	1
Germantown	45 West Chelten Ave	1
Germantown	68 West Chelten Ave (NW regional library, near entrance)	2
Germantown	71 West Chelten Ave	1

Germantown	100-160 West Chelten Ave (distribute through length of block)	5
Germantown	107 West Chelten Ave	1
Germantown	121 West Chelten Ave	1
Germantown	137 West Chelten Ave	1
Germantown	141 West Chelten Ave	1
Germantown	176 West Chelten Ave	2
	(on Wayne Ave side on either side of Pathmark driveway entrance)	
Germantown	200-204 West Chelten Ave	2
Germantown	201 West Chelten Ave (Pickett Middle School, near entrances on Chelten and Wayne)	4
Germantown	241 West Chelten Ave	1
Germantown	301 West Chelten Ave (just west of shop rite driveway on Chelten side)	2
Germantown	304 West Chelten Ave	1
Germantown	315 West Chelten Ave	1
Germantown	328 West Chelten Ave	1
Germantown	404 West Chelten Ave	1
Germantown	500 West Chelten Ave	1
Germantown	5601 Wissahickon Ave (on Chelten Ave side)	1
Germantown	5555 Wissahickon Ave (on Chelten Ave side)	1
Germantown	5601 Greene St	1
Germantown	5800 Greene St (2 by west entrance to Vernon Park)	2
Germantown	200 West Rittenhouse St (on Greene St side)	2
Germantown	101 West Maplewood St (on Greene St side)	1
Germantown	Maplewood Mall - unit block between Germantown Ave and Greene St (if not possible to put along sidewalk put three in each parking lot (east and west end of St)	6
Germantown	5821 Wayne Ave	1
Germantown	5739 Wayne Ave (in front of Dunkin Donuts/grocery store)	1
Germantown	5538 Wayne Ave (Germantown Community Collaborative)	2
Germantown	5550 Wayne Ave	1
Germantown	RR8 Chelten	2
Germantown	RR7 Wister	2
Germantown	RR7 Germantown	2
Juniata	MFL E-T	2
Kensington	NW corner Front and Girard (El station)	2
Kensington	SW corner of Front and Girard (El station)	2
Kensington	116 W. Girard Ave	1
Kensington	117 W. Girard Ave	1
Kensington	128 W. Girard Ave	1
Kensington	134 W. Girard Ave	1
Kensington	152 W. Girard Ave	1
Kensington	155 W. Girard Ave	1
Kensington	160 W. Girard Ave	1
Kensington	171 W. Girard Ave	1
Kensington	1201 S. 2nd St (On Girard Ave side of building)	1
Kensington	211 W. Girard Ave	1
Kensington	205 W. Girard Ave	1
Kensington	231 W. Girard Ave	1
Kensington	232 W. Girard Ave	1
Kensington	233 W. Girard Ave (Liquor store)	1
Kensington	246 W. Girard Ave	1
Kensington	330 W. Girard Ave	1
Kensington	335 W. Girard Ave	1
Kensington	338 W. Girard Ave	1
Kensington	405 W. Girard Ave	1

Kensington	410 W. Girard Ave	1
Kensington	437 W. Girard Ave	1
Kensington	1019 N. 5th St (By St. John Neumann Shrine entrance on Girard Ave side)	2
Kensington	510 W. Girard Ave	1
Kensington	511 W. Girard Ave	1
Kensington	523 W. Girard Ave	1
Kensington	534 W. Girard Ave	1
Kensington	613 W. Girard Ave	1
Kensington	630 W. Girard Ave (Marshall St Shopping Center)	2
Kensington	704 W. Girard Ave	1
Kensington	715 W. Girard Ave	1
Kensington	732 W. Girard Ave	1
Kensington	NW corner of 8th and Girard	1
Kensington	NE corner of 8th and Girard	1
Kensington	801 W. Girard Ave (One on either side of medical office entrance midblock between 8th and Franklin)	2
Kensington	806 W. Girard Ave	1
Lawndale	block between Matin's Mill and Fanshawe (one on each side of St)	2
Lawndale	6611 Rising Sun Ave	1
Lawndale	6608 Rising Sun Ave	1
Lawndale	6614 Rising Sun Ave	1
Lawndale	6529 Rising Sun Ave	1
Lawndale	6532 Rising Sun Ave	1
Lawndale	6515 Rising Sun Ave	1
Lawndale	6510 Rising Sun Ave	1
Lawndale	6438 Rising Sun Ave	1
Lawndale	6432 Rising Sun Ave	1
Lawndale	6410 Rising Sun Ave	1
Lawndale	6425 Rising Sun Ave	1
Lawndale	6409 Rising Sun Ave	1
Lawndale	6349 Rising Sun Ave	1
Lawndale	6325 Rising Sun Ave	1
Lawndale	6308 Rising Sun Ave	1
Lawndale	6336 Rising Sun Ave	1
Lawndale	6328 Rising Sun Ave	1
Manayunk	4431 Main St (On Carson St side)	1
Manayunk	Park on 4400 block of Main St (2 in park by boardwalk, 1 near entrance - in front of fence by the benches)	3
Manayunk	4412-4416 Main St	1
Manayunk	4415 Main St (Gay St side of Starbucks)	1
Manayunk	4409 Main St	1
Manayunk	4405-4407 Main St (Straddle property line)	1
Manayunk	100 block Levering St	5
Manayunk	4336 Main St	1
Manayunk	4370 Main St	1
Manayunk	4360 Main St	1
Manayunk	4358B Main St	1
Manayunk	4352 Main St	1
Manayunk	4343 Main St (Grape St side of buiding, towards the rear of the building)	1
Manayunk	4331 Main St	1
Manayunk	4323 Main St	1
Manayunk	4322 Main St	1
Manayunk	4319 Main St (Cotton St side of building)	2
Manayunk	Cotton St (unit block) (Between Main St and Towpath	5

	on the non-parking side)	
Manayunk	4312 Main St	1
Manayunk	Roxborough Ave (Next to Flat Rock Saloon)	1
Manayunk	4259 Main St	1
Manayunk	Rector St (unit block) (Between Main St and Towpath on the non-parking side)	5
Manayunk	4249 Main St	1
Manayunk	4243 Main St	1
Manayunk	4226 Main St	1
Manayunk	4225A Main St	1
Manayunk	4205 Main St	1
Manayunk	4201 Main St	1
Manayunk	Main St (river side) at Lock St (Near ice cream/water ice shop)	2
Manayunk	Lock St (unit block) (On Shurs Lane side on macadamed area)	2
Manayunk	4100 block Main St (3 in front of parking lot, 7 in front of Brew Pub between meters)	10
Manayunk	Wissahickon TC	4
Mayfair	6235 Frankfrod Ave (by entrance)	2
Mt. Airy	6301 Germantown Ave	1
Mt. Airy	6310 Germantown Ave (Next to Johnson House)	1
Mt. Airy	6321 Germantown Ave	1
Mt. Airy	6328 Germantown Ave	1
Mt. Airy	6338 Germantown Ave	1
Mt. Airy	6339 Germantown Ave	1
Mt. Airy	6349 Germantown Ave	1
Mt. Airy	6377 Germantown Ave	1
Mt. Airy	6380 Germantown Ave	1
Mt. Airy	6401 Germantown Ave (Cliveden - on Cliveden st side by entrance)	2
Mt. Airy	6515 Germantown Ave	1
Mt. Airy	6520 Germantown Ave	1
Mt. Airy	6525 Germantown Ave (Project Learn School)	2
Mt. Airy	6637 Germantown Ave	1
Mt. Airy	6618 Germantown Ave (Pelham Building - don't block entrance)	1
Mt. Airy	6651 Germantown Ave (Philadelphia Sun Building)	1
Mt. Airy	6644 Germantown Ave (Near Fattah's office/church)	1
Mt. Airy	6700 Germantown Ave (Carson Valley School)	1
Mt. Airy	6703 Germantown Ave (Between trees)	3
Mt. Airy	6740 Germantown Ave (Sovereign Bank)	1
Mt. Airy	6782 Germantown Ave (by apartment door)	1
Mt. Airy	6819 Germantown Ave	1
Mt. Airy	6837 Germantown Ave	1
Mt. Airy	6945 Germantown Ave (Lovett Library (perpendicular to curb)	3
Mt. Airy	7001 Germantown Ave (Mt. Airy playground - two by each entrance on Germantown Ave)	4
Mt. Airy	7058 Germantown Ave	1
Mt. Airy	7108 Germantown Ave	1
Mt. Airy	7118 Germantown Ave	1
Mt. Airy	7125 Germantown Ave	1
Mt. Airy	7126 Germantown Ave	1
Mt. Airy	7127-29 Germantown Ave	2
Mt. Airy	7131-45 Germantown Ave	4
Mt. Airy	7133 Germantown Ave	1
Mt. Airy	7140 Germantown Ave (Fit Life)	3
Mt. Airy	7147 Germantown Ave	1
Mt. Airy	7148 Germantown Ave	1

Mt. Airy	7157-65 Germantown Ave	3
Mt. Airy	7174 Germantown Ave	1
Mt. Airy	7224 Germantown Ave	1
Mt. Airy	7402 Germantown Ave (Cresheim Cottage)	1
Mt. Airy	7619 Germantown Ave (by Water Ice/Ice Cream trolley car)	2
Mt. Airy	6501 Chew Ave (Emlen School - 2 on either side of entrance on Chew Ave)	4
Mt. Airy	601 Carpenter Lane (Henry School - by entrances on Carpenter Ln side of bldg)	4
Mt. Airy	27 East Mt. Airy Ave (Northwestern Human Services)	2
Mt. Airy	7300 Rural Lane (Houston School, by Allens Lane entrance)	2
Mt. Airy	RR7 Washington Ln	2
Mt. Airy	RR7 Stenton	2
Mt. Airy	RR7 Sedgewick	2
Mt. Airy	RR7 Mt. Airy	2
Northern Liberties	North side of Spring Garden St between 5th and 6th Sts (Midblock on either side of driveway entrance)	2
Northern Liberties	435 Spring Garden St (Silk City)	1
Northern Liberties	Southeast corner of 5th and Spring Garden St (Northeast Treatment Center - Spring Garden side of Street)	1
Northern Liberties	North side of Spring Garden St between 4th and Orianna Sts (Midblock on west side of driveway into shopping plaza)	1
Northern Liberties	South side of Spring Garden between 3rd and 4th Sts (Social Security Building - two by each entrance)	4
Northern Liberties	North side of Spring Garden St between 3rd and Bodine Sts (Finnegan's Wake)	2
Northern Liberties	200 Spring Garden St (201 building)	1
Northern Liberties	202 Spring Garden St (Southwest corner of 2nd and Spring Garden - SG side)	1
Northern Liberties	603 North 2nd St (Penn Herb Co.)	1
Northern Liberties	610 North 2nd St	1
Northern Liberties	621 North 2nd St	1
Northern Liberties	624 North 2nd St	1
Northern Liberties	627 North 2nd St	1
Northern Liberties	707 North 2nd St	1
Northern Liberties	733 North 2nd St	1
Northern Liberties	734 North 2nd St	1
Northern Liberties	812 North 2nd St	1
Northern Liberties	819 North 2nd St	1
Northern Liberties	828 North 2nd St	1
Northern Liberties	837 North 2nd St	1
Northern Liberties	906 North 2nd St	1
Northern Liberties	926 North 2nd St	1
Northern Liberties	937 North 2nd St	1
Northern Liberties	944 North 2nd St	1
Northern Liberties	958 North 2nd St	1
Northern Liberties	990 North 2nd St	1
Northern Liberties	West side of 1000 block of North 2nd St (Liberties Walk development (1040 N. 2nd St), locate in between trees on either side of the entrance)	5
Northern Liberties	836 North 3rd St (One on each side of walkway into shopping center)	2
Northern Liberties	724 North 3rd St	1
Northern Liberties	540 North 3rd St	1
Northern Liberties	400 Green St (4th St side of SW corner of 4th and Green Sts)	1
Northern Liberties	321 Fairmount Ave (One on each side of Fairmount Ave)	2

	entrance to N. Liberties Recreation Center)	
Northern Liberties	719 North 2nd St (Ameritemps)	1
Northern Liberties	601 Fairmount Ave (One on each side of entrance on 6th St side)	2
Northern Liberties	725 6th St (Fitness Center)	1
Northern Liberties	East side of 3rd St between Poplar and Wildey Sts (One on each side of Liberty Lands park entrance)	2
Northern Liberties	West side of Bodine St between Poplar and Wildey Sts (One on each side of Liberty Lands park entrance)	2
Northern Liberties	718 North 2nd St (Ristorante Italiano - NE corner of 3rd and Brown Sts, one on each side of building)	2
Northern Liberties	Brown and 2nd Sts, NE corner (On Brown St side)	1
Northern Liberties	3rd St and Fairmount Ave, NW corner (On Fairmount Ave side by building entrance)	1
Northern Liberties	706 North 3rd St (By playground entrance, next to 714 N. 3rd St.)	2
Northern Liberties	737 North 3rd Street (On Brown St side)	1
Northern Liberties	850 North 3rd St (In front of day care center, between 2 trees where bldg fronts on 3rd St)	1
Northern Liberties	Schmidt's Brewery site	4
New Kensington	2408 Frankford Ave	1
New Kensington	2161 E. York St (Hackett Elementary - on Trenton Ave side)	1
New Kensington	2325 Frankford Ave	1
New Kensington	SE corner of Frankford and York (Frankford Ave side)	1
New Kensington	NW corner of Frankford and Dauphin (Frankford Ave side)	1
New Kensington	2648 Frankford Ave	1
New Kensington	2613 Frankford Ave	1
New Kensington	2654 Frankford Ave	1
New Kensington	2428 Frankford Ave	1
New Kensington	2425 Frankford Ave	1
New Kensington	East side of Frankford between Palmer and Columbia (Cluster by park entrance)	6
New Kensington	West side of Sepviva between Palmer and Earl (Cluster by park entrance)	2
New Kensington	2303 Frankford Ave	1
New Kensington	2233 Frankford Ave	1
New Kensington	2229 Frankford Ave	1
New Kensington	2232 Frankford Ave	1
New Kensington	2205 Frankford Ave	1
New Kensington	2212 Frankford Ave	1
New Kensington	2043 Frankford Ave	1
New Kensington	2037 Frankford Ave	1
New Kensington	2036 Frankford Ave	1
New Kensington	2005 Frankford Ave	1
New Kensington	2012 Frankford Ave	1
New Kensington	1874 Frankford Ave	1
New Kensington	1864 Frankford Ave	1
New Kensington	1868 Frankford Ave	1
New Kensington	1834 Frankford Ave	1
New Kensington	1841 Frankford Ave	1
New Kensington	1824 Frankford Ave	1
New Kensington	1810 Frankford Ave	1
New Kensington	1805 Frankford Ave	1
New Kensington	1778 Frankford Ave	1
New Kensington	1769 Frankford Ave	1
New Kensington	1766 Frankford Ave	1
New Kensington	1758 Frankford Ave	1
New Kensington	1519 Frankford Ave	1

New Kensington	1438 Frankford Ave	1
New Kensington	1346 Frankford Ave	1
New Kensington	1333 Frankford Ave	1
New Kensington	1230 Frankford Ave	1
New Kensington	1212 Frankford Ave	1
New Kensington	East side of Trenton between Arizona & Dauph (On Trenton side, closer to Dauphin St)	1
New Kensington	NE corner of Trenton and Susquehanna (On Trenton side)	1
New Kensington	2206 Trenton Ave	1
New Kensington	2045 Trenton Ave	1
New Kensington	NE corner of Trenton and Dreer (On Trenton side)	1
New Kensington	East side of Trenton between Norris and Dreer (Mid-block)	1
New Kensington	NE corner of Trenton and Norris (Norris side)	1
New Kensington	NW corner of Trenton and Norris (Norris side)	1
New Kensington	South side of 2100 block of Norris (Across from 2101 and 2111)	1
New Kensington	West side of Blair St between Hewson and deadend (1700 and 1800 blocks) (by Shissler Rec Center entrances)	4
Northeast Philadelphia	RR8 Ryers	2
Northeast Philadelphia	RR8 Cheltenham	2
Northeast Philadelphia	RR8 Lawndale	2
Northeast Philadelphia	Cottman Loop (28, 56, 70)	2
Northeast Philadelphia	Knights Rd Loop (66, 129, 304)	2
Northeast Philadelphia	RR7 Tacony	2
North Philadelphia	RR8 Olney	2
North Philadelphia	152 West Lehigh Ave (2 racks on Mutter St side of building)	2
North Philadelphia	141 West Somerset St	4
North Philadelphia	101 East Erie Ave (Erie Ave between Front and Whitaker Ave. Cluster near entrances.)	10
North Philadelphia	MFL Allegheny	2
North Philadelphia	BSL Fern Rock	6
North Philadelphia	BSL Olney	6
North Philadelphia	BSL Erie	6
North Philadelphia	BSL C.B. Moore	6
North Philadelphia	BSL Fairmount	2
North Philadelphia	MFL Tioga	2
North Philadelphia	MFL Somerset	2
North Philadelphia	MFL Huntingdon	2
North Philadelphia	NFL York-Dauphin	2
North Philadelphia	MFL Berks	2
North Philadelphia	BSL Logan	2
North Philadelphia	BSL Wyoming	2
North Philadelphia	BSL Hunting Park	2
North Philadelphia	BSL Allegheny	2
North Philadelphia	BSL North Phila (RR)	2
North Philadelphia	BSL Susquehanna Dauphin	2
Ogontz	7200 Ogontz Ave (Expression of You)	1
Ogontz	7176 Ogontz Ave (Dwight Evans' office)	1
Ogontz	7175 Ogontz Ave (Art Noir)	1
Ogontz	7167 Ogontz Ave (Lawton Associates)	1
Old City	Unit block South Front St	4
Old City	122 Market St	1
Old City	134 Market St	1
Old City	201 Market St (Christ Church lot)	2
Old City	208-210 Market St	1
Old City	224 Market St	1
Old City	237 Market St	1

Old City	310 Market St	1
Old City	259 Market St	1
Old City	319 Market St	2
Old City	7 North 3rd St	1
Old City	20 North Third St	1
Old City	40 North Third St	2
Old City	249 Arch St (3rd St side of Seamans' Church)	1
Old City	128 North Third St	1
Old City	130 North Third St (Cherry St side of property)	1
Old City	141 North Third St	4
Old City	149 North Third St (not in front of door)	1
Old City	160 North Third St	1
Old City	300 block of Race St (2 racks on each side of St)	4
Old City	246 Race St	1
Old City	200 block of Race St (In front of parking lot between 3rd St and Bread St)	1
Old City	200 Race St	2
Old City	212 Race St	2
Old City	22 Race St	1
Old City	145 North 2nd St	2
Old City	142 North 2nd St	1
Old City	205 Arch St	1
Old City	211 Arch St	1
Old City	115 Arch St	1
Old City	132 Arch St	1
Old City	108 Arch St (condo /apartment under construction)	3
Old City	58 North 2nd St	1
Old City	42 North 2nd St	1
Old City	21 North 2nd St	1
Old City	200 Market St (South 2nd St side of building)	1
Old City	26 South 2nd St	1
Old City	32 South 2nd St	1
Old City	58 South 2nd St	1
Old City	115 - 135 Chestnut St (2nd St to Letitia between meters)	5
Old City	211 Chestnut St	2
Old City	215 Chestnut St	1
Old City	40 - 42 South 3rd St	2
Old City	22 South 3rd St	1
Old City	11 South 3rd St	1
Old City	300 Market St (South 3rd St side of building)	1
Old City	120 Chestnut St	1
Old City	103 Chestnut St	1
Passyunk	BSL Snyder	6
Passyunk	E. Passyunk between Juniper and Mifflin (exact location TBD)	2
Passyunk	Island at Mifflin / Passyunk / 13th intersection	2
Passyunk	S. 13th St between Sigel and McClellan (exact location TBD)	1
Passyunk	E. Passyunk between Moore and 13th (exact location TBD)	4
Passyunk	E. Passyunk between Morris and Moore (exact location TBD)	4
Passyunk	12th/Watkins/Passyunk (along triangular area in front of A Man's Image)	1
Passyunk	E. Passyunk between Morris and Tasker (Place Perpendicular to curb, near parking lot)	3
Passyunk	Island at Passyunk / 11 th / Tasker intersection (by fountain)	3
Passyunk	1430 E. Passyunk Ave (South Philadelphia Older Adult Center)	2

Passyunk	Schuylkill River side of E. Passyunk between Wharton and 9th (exact location TBD)	2
Passyunk	Schuylkill River side of 9th St between Passyunk and Federal (exact location TBD)	2
Passyunk	Intersection of E. Passyunk and Federal (one on Federal St side and one on Passyunk St side of Ray's Bar)	2
Passyunk	1501 E. Passyunk Ave (In front of the pub -one on Passyunk Ave and one on Dickinson St)	2
Port Richmond	Richmond loop (15, 60, 73)	2
Queen Village	East side of S. Front St between Queen and Catharine (by park)	2
Queen Village	North side of 100 block of Carpenter St (by Shot Tower Recreation Center entrance)	2
Queen Village	1020 S. 2nd St (Snockeys)	1
Queen Village	842 S. 2nd St	1
Queen Village	850 S. 2nd St (South side of entrance between pole and tree)	1
Queen Village	Beck St between 2nd and Hancock (on the south side of Beckby community garden)	2
Queen Village	NE corner of 2nd St and Christian St (on Christian St side, by Wawa)	2
Queen Village	North side of 200 block of Queen St (between entrances for Mario Lanza Park)	2
Queen Village	622 S. 6th St	1
Queen Village	623 S. 6th St	1
Queen Village	619 S. 6th St	1
Queen Village	618 S. 6th St	1
Queen Village	604 S. 6th St	1
Queen Village	610 S. 3rd St	1
Queen Village	615 S. 3rd St	1
Queen Village	703 S. 3rd St	1
Queen Village	301 Catharine St (on Catharine St side. New Wave Café)	1
Queen Village	SW corner of 3rd and Washington (by park entrance on Washington Ave side)	2
Queen Village	SE corner of 4th and Washington (by park entrance on Washington Ave side)	2
Queen Village	SW corner of 4th and Washington` (by basketball court entrance on Washington Ave side)	2
Queen Village	806 S. 4th St	1
Queen Village	744 S. 4th St	1
Queen Village	625 S. 4th St	1
Queen Village	NW corner of 4th and Monroe (Monroe St side, between pole and tree)	1
Queen Village	608 S. 5th St	1
Queen Village	618 S. 5th St	1
Queen Village	704 S. 5th St	1
Queen Village	711 S. 5th St	1
Queen Village	700 E. Passyunk Ave (Sweat Gym)	2
Queen Village	704 E. Passyunk Ave (Rite Aid - place next to existing rack)	1
Queen Village	SE corner of Catherine and Passyunk (Sud Café - on Catharine St side)	1
Queen Village	East side of S. 6th ST between Carpenter and League (Public garden between 1031 and 1039 S. 6th)	2
Queen Village	622 S. 6th St	1
Queen Village	415 Bainbridge St	1
Queen Village	325 Bainbridge St (replace existing rack in front of Pennsport)	3
Queen Village	NE corner of 3rd and Bainbridge (On Bainbridge side of St, next to empty corner rstaurent/bar)	1
Queen Village	328 Bainbridge	1
Queen Village	South side of Catharine St between Leithgow and Lawrence (Weccacoe Park - one on eithe side of entrances)	2

Queen Village	NE corner of 4th and Monroe (by Essence entrance)	1
Queen Village	SW corner of 4th and Gaskill St (by Java entrance)	1
Queen Village	SW corner of Christian and Columbus Blvd (by entrance to Gloria Dei)	2
Queen Village	703 S. 4th St	1
Queen Village	SE corner of 4th and Bainbridge (Bainbridge side by restaurant/bar)	1
Ridge/C.B. Moore Corr.	21st and Ridge, north side (By community park)	1
Ridge/C.B. Moore Corr.	2114 Ridge Ave	1
Ridge/C.B. Moore Corr.	2139 Ridge Ave	1
Ridge/C.B. Moore Corr.	2147 Ridge Ave	1
Ridge/C.B. Moore Corr.	2138/40 Ridge Ave	1
Ridge/C.B. Moore Corr.	2152 Ridge Ave	1
Ridge/C.B. Moore Corr.	2206 Ridge Ave	1
Ridge/C.B. Moore Corr.	2215 Ridge Ave	1
Ridge/C.B. Moore Corr.	2244 Ridge Ave	1
Ridge/C.B. Moore Corr.	2101 Cecil B. Moore Ave (King Center)	4
Ridge/C.B. Moore Corr.	2229 Cecil B. Moore Ave (Family Market)	1
Ridge/C.B. Moore Corr.	2320 Cecil B. Moore Ave (Library)	2
Ridge/C.B. Moore Corr.	NE corner of Ridge Ave and 23rd St (Community park - 1 on Ridge Ave side, 1 on 23rd St side)	2
Ridge/C.B. Moore Corr.	2329 Ridge Ave	1
Ridge/C.B. Moore Corr.	2337 Ridge Ave	1
Ridge/C.B. Moore Corr.	2338 Ridge Ave	1
Ridge/C.B. Moore Corr.	2417 Ridge Ave	1
Ridge/C.B. Moore Corr.	2426 Ridge Ave	1
Ridge/C.B. Moore Corr.	2447 Ridge Ave	1
Ridge/C.B. Moore Corr.	NW corner of Montgomery Ave and 25th St (On Montgomery Ave side)	1
Ridge/C.B. Moore Corr.	N side of 2500 block of Ridge Ave (Johnson Homes)	5
Ridge/C.B. Moore Corr.	S side of 2500 block of Ridge Ave (Johnson Homes)	4
Ridge/C.B. Moore Corr.	SW corner of 26th St and Ridge Ave (On 26th st side)	1
Ridge/C.B. Moore Corr.	SW corner of 27th St and Ridge Ave (On Ridge Ave side of triangle parcel in intersection, seafood shop)	1
Ridge/C.B. Moore Corr.	N side of 2700 block of Ridge Ave (Johnson Homes)	3
Ridge/C.B. Moore Corr.	N side 2800 block of Ridge Ave (Mid-block)	1
Ridge/C.B. Moore Corr.	S side of 2800 block of Ridge Ave (Mid-block)	1
Ridge/C.B. Moore Corr.	SW corner of Glenwood Ave and Ridge Ave (On Glenwood Ave side)	1
Ridge/C.B. Moore Corr.	2901 Ridge Ave (green space) (One on Ridge side, one on 29th St side)	2
Ridge/C.B. Moore Corr.	2919 Ridge Ave	1
Ridge/C.B. Moore Corr.	2926 Ridge Ave	1
Ridge/C.B. Moore Corr.	2952 Ridge Ave	1
Ridge/C.B. Moore Corr.	2937 Ridge Ave	1
Roxborough	6172 Ridge Ave (Place racks inside municipal parking lot, left side of lot entrance between planters)	3
Roxborough	Intersection of Ridge Ave and Righter St	1
Roxborough	6245 Ridge Ave (Intersection of Ridge Ave and Hermitage St, in front Library)	1
Roxborough	Gorgas Park - Park House (By the bus stop, next to the park building, And by the school)	3
Roxborough	6498 Ridge Ave (By back entrance of Roxborough High)	2
Roxborough	6301 Ridge Ave (By back entrance of Leverington Presbyterian)	1
Roxborough	6201 Ridge Ave (Sunoco)	1
Roxborough	6157 Ridge Ave (Hair Cuttery)	1
Roxborough	6141 Ridge Ave (Lennie's Hoagies)	1

Roxborough	520 Dupont St (In front of Rox. Customer Parking)	1
Roxborough	6125 Ridge Ave (Subway)	1
Roxborough	6109 Ridge Ave (next to 7-11)	1
Roxborough	6053 Ridge Ave (On cemetery side of Bob's Diner)	1
Roxborough	6045 Ridge Ave	1
Roxborough	6001 Ridge Ave (by Papa John's)	1
Roxborough	5911-13 Ridge Ave (Rite Aid Plaza)	1
Roxborough	Intersection of Ridge Ave & Lyceum Ave in front of Citizen's Bank	1
Roxborough	Intersection of Ridge Ave & Shurs Ln (At bus stops on either side of the street)	2
Roxborough	5800 Ridge Ave (One on each side of Kendrick recreation center entrance (mid-block))	2
Roxborough	490 Gerhard St (One on each side of Levering School entrance)	2
Roxborough	6046 Ridge Ave (Michaels's Water Ice)	1
Roxborough	6072 Ridge Ave (CoyWish Creations)	1
Roxborough	6120 Ridge Ave (Class Abstract Insurance)	1
Roxborough	6901 Ridge Ave (Shop Rite)	1
Roxborough	Intersection of Ridge Ave and Domino Lane	1
Roxborough	6128 Ridge Ave (Corner of Ridge Ave and Green Ln by Wachovia Bank)	1
Roxborough	7119 Ridge Ave (YMCA)	2
South Philadelphia	1500 South 5th St (SW corner of 5th & Dickinson)	3
South Philadelphia	1724 Christian St (by entrance)	2
South Philadelphia	937 E. Passyunk Ave	4
South Philadelphia	2201 Christian St	2
South Philadelphia	2029 S. 8 th St (in front of United Communities facility)	2
South Philadelphia	101 Ellsworth St (in front of United Communities facility)	2
South Philadelphia	BSL Ellsworth-Federal	2
South Philadelphia	BSL Tasker-Morris	2
South Philadelphia	BSL Oregon	2
South Philadelphia	BSL Pattison	4
South Philadelphia	Delaware Ave loop (63, 64, 29, 25,7)	2
South Philadelphia	Bartram Loop (37, 108)	2
South Philadelphia	1176 South 11th St (center on property)	1
Southwest Philadelphia	SSL13 Mt. Moriah	2
Southwest Philadelphia	SSL34 Angora	2
Southwest Philadelphia	SSL36 Eastwick	2
Strawberry Mansion	33rd St loop (7, 39, 54)	2
Tacony	SE corner of Frankford and Barnett St (Frankford Ave side by the Devon Performing Arts Theatre)	2
Tacony	6363 Frankford Ave (on Levick side by Rite Aid entrance)	1
Tacony	6441 Frankford Ave (Gourmet Coffee House)	1
Tacony	6510 Frankford Ave (by Wawa entrance)	1
Tacony	6652 Frankford Ave (Geiger's Bakery)	1
Tacony	6810 Frankford Ave (by the ped path at Commerce Bank)	1
Tacony	East side of Frankford Ave between Knorr and Glenview (Frankford Square strip mall)	1
Tacony	6855 Frankford Ave (PNC Bank)	1
Tacony	NW corner of Frankford and Longshore (on Longshore side next to TwisteeTreat)	1
Tacony	6921 Frankford Ave (on Disston St side of Medical Building)	1
Tacony	7001 Frankford Ave (by Walgreen's entrance)	1
Tacony	7050 Frankford Ave (Perzel's office)	1
Tacony	7045 Frankford Ave	1
Tacony	7129 Frankford Ave	1
Tacony	7140 Frankford Ave	1

Tacony	7254 Frankford Ave	1
Tacony	7234 Frankford Ave	1
Tacony	7236 Frankford Ave	1
Tacony	7237 Frankford Ave	1
Tacony	NW corner of Torresdale and Princeton (by drug store)	1
Tacony	6944 Torresdale Ave	1
Tacony	6919 Torresdale Ave (7-Eleven)	1
Tacony	6930 Torresdale Ave	1
Tacony	6906 Torresdale Ave	1
Tacony	6903 Torresdale Ave	1
Tacony	6829 Torresdale Ave	1
Tacony	6814 Torresdale Ave (one on either side of gym entrance)	2
Tacony	6742 Torresdale Ave (Tacony Branch Library)	2
Tacony	6429 Torresdale Ave (Salvation Army)	1
Tacony	6400 Torresdale Ave (Wawa)	1
Tacony	NE corner of Levick and Walker (O'Riley Park/Roosevelt Playground entrance)	1
Tacony	SE corner of Hellerman and Walker St (Fran O'Riley Park/Roosevelt Playground entrance)	1
Tacony	South side of Hellerman at Algard (Fran O'Riley Park/Roosevelt Playground entrance)	1
Tacony	NE corner of Levick and Cottage St (Fran O'Riley Park/Roosevelt Playground entrance)	1
Tacony	West side of Cottage, just north of Unruh (Vogt Rec Center building entrance)	2
Tacony	West side of Cottage, just south of Knorr (Vogt Recreation Center tennis courts entrance)	1
Tacony	South side of Knorr, just West of Cottage (Vogt Recreation Center entrance)	1
Tacony	South side of Knorr, at Walker (Vogt Recreation Center entrance)	1
Tacony	South side of Knorr, west of Glenview (Vogt Recreation Center entrance)	1
Tacony	North side of Unruh, west of Tackawana (Vogt Recreation Center entrance)	1
Tacony	North side of Unruh, at Erdrick (Vogt Recreation Center entrance)	1
Tacony	North side of Unruh, at Walker (Vogt Recreation Center entrance)	1
Tacony	North side of Unruh, at Algard (Vogt Recreation Center entrance)	1
Tacony	NE corner of Gillespie and Longshore (Disston Rec Center, baseball field entrance)	2
Tacony	SW corner of Glenloch and Disston (Disston Recreation Center entrance)	1
Tacony	North side of Princeton, at Algard (McMullin Recreation Center)	2
Tacony	South side of Wellington, at Algard (McMullin Recreation Center)	1
University City	West side of 100 block of 32nd St (between Arch and Cherry) (3201 Arch St bldg)	4
University City	227 34th St (Tennis courts)	2
University City	229 34th St (One on 34th St side, one on Powelton Ave side)	2
University City	SW corner of 33rd St and Powelton Ave (Neuropsychology Center)	1
University City	SW corner of 33rd St and Market St - Hagerty Library (two on Market St side and one on 33rd St side)	3
University City	NE corner of 34th St and Market St - Daskalakis Athletic Ctr (on 34th St side)	2
University City	SE corner of 33rd and Market Sts - Korman Center (two south of bus stop on 33rd St, two on Market st side by greenline entrance (do not block open quad area))	4

University City	SW corner of 32nd St and Chestnut St - Crease Student Center (west of bus stop on Chestnut St)	2
University City	SE corner of 32nd and Chestnut Sts - Ecco Qui (Chestnut St side)	1
University City	SW corner of 31st and Market Sts - Bennett and Lebow Engr. (Market St side)	3
University City	33rd & Lancaster Walk (Rush Building - near entrance)	2
University City	SSL 33rd	2
University City	SSL Sansom Common/36th	2
University City	SSL 37th/Spruce	2
University City	SSL 40th St Portal	2
University City	MFL 34th St	4
University City	MFL 40th St	4
West Philadelphia	6051 Cedar Ave (Bryant School) (2 on 60th St side; 2 on Cedar St side)	4
West Philadelphia	650 S. 60th St (SW corner 60th & Catharine)	1
West Philadelphia	651 S. 60th St (SE corner of 60th & Catharine)	1
West Philadelphia	530 S. 60th St (SW corner 60th & Hazel)	1
West Philadelphia	452 S. 60th St (NW corner of 60th & Larchwood)	1
West Philadelphia	334 S. 60th St (NW corner of 60th & Pine)	1
West Philadelphia	331 S. 60th St (NE corner of 60th & Pine)	1
West Philadelphia	284 S. 60th St (NW corner of 60th & Spruce)	1
West Philadelphia	277 S. 60th St (NE corner of 60th & Spruce)	1
West Philadelphia	250 S. 60th St (2 on 60th St side; 2 on Locust St side)	4
West Philadelphia	243 S. 60th St (SE corner of 60th & Locust)	1
West Philadelphia	209 S. 60th St (Mid-block, east side)	1
West Philadelphia	155 S. 60th St (NE corner of 60th & Walnut)	1
West Philadelphia	125 S. 60th St (NE corner of 60th & Sansom)	1
West Philadelphia	41 S. 60th St (NE corner of 60th & Chestnut)	1
West Philadelphia	29 S. 60th St (SE corner of 60th & Ludlow)	1
West Philadelphia	SE corner of 60th & Market (slightly back from corner)	1
West Philadelphia	SW corner of 60th & Market (slightly back from corner)	1
West Philadelphia	NE corner of 60th and Market	1
West Philadelphia	NW corner of 60th and Market	1
West Philadelphia	16 N. 60th St (Mid-block, east side)	1
West Philadelphia	13 N. 60th St (Mid-block, west side)	1
West Philadelphia	32 N. 60th St (Mid-block, east side)	1
West Philadelphia	54 N. 60th St (SW corner of 60th & Arch, south of parking lot)	1
West Philadelphia	55 N. 60th St (SE corner of 60th & Arch, south of residential properties)	1
West Philadelphia	16-24 S. 60th St (NW corner of 60th & Ludlow)	1
West Philadelphia	28 S. 60th St (SW corner of 60th & Ludlow)	1
West Philadelphia	54 S. 60th St (NW corner of 60th & Chestnut)	1
West Philadelphia	100 S. 60th St (NW corner of 60th & Chestnut)	1
West Philadelphia	128 S. 60th St (NW corner of 60th & Sansom)	1
West Philadelphia	6000 Walnut St (NW corner of 60th & Walnut; 60th St side)	1
West Philadelphia	4901 Brown St (By entrance to community garden)	2
West Philadelphia	SSL10 Lancaster	2
West Philadelphia	City Ave Loop (1, 44, 52, 65, 121)	2
West Philadelphia	Parkside Loop (40, 43, 52, 64)	2
West Philadelphia	MFL 52nd St	2
West Philadelphia	MFL 56th St	2
West Philadelphia	MFL 63rd St	2
West Philadelphia	MFL 46th St	4
West Philadelphia	5201 Parkside Ave (Mann Music Center)	4
West Philadelphia	3400 W. Girard Ave (Philadelphia Zoo)	4

West Philadelphia	4231 North Concourse Drive (Memorial Hall)	2
Yorktown	914 W. Girard Ave	1
Yorktown	1000 W. Girard Ave	5
	(Cluster near entrance of Althea Gibson community center)	
Yorktown	1001 W. Girard Ave	1
Yorktown	1100 W. Girard Ave (Spread out over length of block)	5
Yorktown	1200 W. Girard Ave	1
Yorktown	1201 W. Girard Ave (Mid block by Rite Aid entrance)	2
Yorktown	1301 W. Girard Ave (NW corner of 13th and Girard)	3
Yorktown	1304 W. Girard Ave	1
Yorktown	1336 W. Girard Ave	1
Yorktown	1344 W. Girard Ave	1
Yorktown	SE corner of Broad and Girard	1
Yorktown	SW corner of Broad and Girard	1
Yorktown	NE corner of Broad and Girard (Near Broad St. Line entrance)	2
Yorktown	NW corner of Broad and Girard (Near Broad St. Line entrance)	2

GENERAL DECISION: **PA20080006** 03/21/2008 PA6

Date: March 21, 2008

General Decision Number: **PA20080006** 03/21/2008

Superseded General Decision Number: PA20070006

State: Pennsylvania

Construction Types: Heavy and Highway

Counties: Bucks, Chester, Delaware, Montgomery and Philadelphia Counties in Pennsylvania.

HEAVY AND HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	02/08/2008
1	03/21/2008

BOIL0013-003 09/30/2007

	Rates	Fringes
BOILERMAKER.....	\$ 36.86	23.81

CARP0454-003 07/01/2006

	Rates	Fringes
PILEDRIVERMAN.....	\$ 33.70	22.07+A

Footnote: PAID HOLIDAYS: Washington's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (provided the employee works the day before the holiday and the day after the holiday).

CARP0845-005 05/01/2007

	Rates	Fringes
CARPENTER.....	\$ 35.95	19.40

FOOTNOTE:

A. PAID HOLIDAY: LABOR DAY

CARP1906-001 07/01/2007

	Rates	Fringes
MILLWRIGHT.....	\$ 32.70	21.65

ELEC0098-001 04/30/2007

BUCKS COUNTY: Starting at the Delaware River and following the west limits of the Borough of Bristol, along the continuation of U.S. Highway 13 and under the Pennsylvania Railroad Bridge to Route 09113, north 09113 to Route 152, north along Route

152 to the Humeville Road, east on Humeville Road to Route 333, north on Route 344 to the junction of Spurs 281 and 252, continue north on Spur 252 to Route 09028, west on 09028 to Route 152, north on 152 to TR 232, north on TR 532 to Tr 113, north on TR 113 to TR 232 at Anchor Inn, northeast on TR 232 and continue northeast along Rounte 659 to Route 09060, west on 09060 to Route 402, north on 402 to the Borough line at the southwest corner of the Borough of New Hope. The Bouough of New Hpoe is excluded. Starting at the Delaware at the Delaware River and proceeding southwest along the Plumstead-Solebury and the Plumstead-Buckingham Township lines to Route 09064, northwest on 09064 to U.S. Highway 611 south on 611 to the spur of Route 270, northwest along the spur to Route 397, Southwest on 397 to Route 350, southeast on 350 to Route 395, southwest on 395 to Route 09060, southeast on 09069 to Route 09041 southwest on 09041 to the Montgomery County line.

DELAWARE COUNTY: That portion east of a line following State Highway 320 from Montgomery County to Maple, then along the Springfield Road to Saxer Ave, along Saxer Avenue to Powell Road, along Powell Road to State Highway 420 and continuing in a straight line to the Delaware River. MONTGOMERY COUNTY: That portion southeast of a line following Lower State Road from Bucks County southwest to the Bethlehem Pike (U.S Highway 309), south on the Bethlehem Pike to the Penllyn Pike, southwest on the Penllyn and Blue Bell Pikes to the Wissahickon Creek, southeast on the Wissahickon Creek to the Butler Pike to North Lane near Conshohocken Borough, southwest on North Lane to Schuylkill River and continuing southeast in a line to the Spring Mill Road and southwest on the Spring Mill Road to Delaware County. PHILADELPHIA COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 43.73	20.31

ELEC0102-003 05/29/2006		

BUCKS COUNTY (Plumstead, Bedminister, Tinicum, Nockomixon, Bridgeton and Durham Townships in their entireties, and that portion of Haycock and Springfield Townships east of a line following State Highway 412, from Northampton County south to Route 09071 to State Highway 212, along Highway 212 to Route 09068, and along 09068 to State Highway 313. Also included is that portion of Bublin Borough east of State Highway 313

	Rates	Fringes
ELECTRICIAN.....	\$ 44.16	22.52

ELEC0126-002 06/03/2007		

CHESTER, DELAWARE, MONTGOMERY, PHILADELPHIA, AND REMAINDER OF BUCKS COUNTY

	Rates	Fringes
Line Construction:		
Groundman.....	\$ 24.87	15.49
Lineman.....	\$ 41.46	15.49
Truck Driver.....	\$ 28.95	15.49

Winch Truck Operator.....\$ 29.02 15.49

 ELEC0269-001 10/02/2006

BUCKS COUNTY (Area East of a line starting at the Delaware River and following the west limits of the Borough of Bristol, along the continuation of U.S. Highway 13 and under the Pennsylvania Railroad Bridge to Route 09113, north along 09113 to route 152, north along route 152 to the Hulmeville Rd., east on the Hulmeville to Route 344, north on route 344 to the junction of Spurs 281 and 252 continue north on spur 252 and route 09028, west on 09028 to Route 152, north on 152 to TR 532, north on TR 532 to TR 113, north on TR 113 to TR 232 as Anchor Inn, northeast on TR 232 and continue northeast along 659 to Route 09060, West on 09060 to Route 402, north on 402 to the Borough Line at the southwest corner of the Borough of New Hope; including the Boroughs of New Hope and Bristol)

	Rates	Fringes
ELECTRICIAN.....	\$ 44.48	51.3%+.25

 ELEC0269-002 10/02/2006

BUCKS COUNTY - That portion east of a line starting at the Delaware River and following the west limits of the Borough of Bristol, along the continuation of U.S. Highway 13 and under the Pennsylvania Railroad Bridge to Route 09113, north along 09113 to route 152, north along route 152 to the Hulmeville Rd., east on the Hulmeville to Route 344, north on route 344 to the junction of Spurs 281 and 252 continue north on spur 252 and route 09028, west on 09028 to Route 152, north on 152 to TR 532, north on TR 532 to TR 113, north on TR 113 to TR 232 as Anchor Inn, northeast on TR 232 and continue northeast along 659 to Route 09060, West on 09060 to Route 402, north on 402 to the Borough Line at the southwest corner of the Borough of New Hope. The Boroughs of New Hope and Bristol are included.

	Rates	Fringes
Line Construction:		
Groundman, Truck Driver, and Winch Operato.....	\$ 35.58	51%+.25
Groundman, Truck Driver, and Winch Operator.....	\$ 34.00	51%+.25
Lineman, Cable Splicer, Heavy Equipment Operator....	\$ 44.48	51%+.25

 ELEC0313-003 12/01/2005

DELAWARE COUNTY :(That portion south of U.S. Highway No. 1 and west of U.S. Highway No. 202) Chester County (That portion South and east of U. S. Highway 1)

	Rates	Fringes
ELECTRICIAN.....	\$ 31.09	17.44

 ELEC0375-001 06/01/2006

BUCKS COUNTY (East Rock Hill, West Rock Hill, Milford and Richland Townships in their entirety and that portion of Haycock and Springfield Townships west of a line following State Highway 212 from Northampton County South to Route 09071 along 09071 to state Highway 212, along Highway 212 to Route 09068 and along 09068 to State Highway 313) MONTGOMERY COUNTY(Upper Hanover Twp.in its entirety)

	Rates	Fringes
ELECTRICIAN.....	\$ 34.15	16.5%+5.02

ELEC0380-001 09/03/2007		

BUCKS COUNTY (Hilltown and New Britain Townships in their entirety; that portion of Telford Borough Northeast of County Line Road (Main Street) and bounded by West Rock Hill and Hilltown Township that portion of Dublin Borough West of State Highway 313, and that portion of Doylestown and Warrington Townships and Doylestown Borough Northwest of a line following U.S. Highway 611 South from Route 09064 to the spur of Route 270, and proceeding Northwest along the spur to Route 397, Southwest on 397 to Route 350, Southeast on 350 to Route 395, Southwest on 395 to Route 09069, Southeast on 09069 to Route 09041, Southwest on 09041 to the Montgomery County Line) DELAWARE COUNTY (The portion of Radnor Township North of U.S Highway 30 and West of State Highway 320) MONTGOMERY COUNTY (The portion Northwest of a line following Lower State Road from Bucks County Southwest to Bethlehem Pike (U.S. Highway 309), South on Bethlehem Pike to Penllyn Pike, Southwest on the Penllyn and Blue Bell Pikes to Wissahickon Creek to the Butler Pike, Southwest Wissahickon Creek to Butler Pike, Southwest on Butler Pike, to North Lane near Conshohocken Borough, Southeast on North Lane to the Schuylkill River and continuing Southeast in a line to Spring Mill Road, Southwest on Spring Mill Road to Delaware County; but excluding Upper Hanover, Douglas, Upper Pottsgrove, West Pottsgrove Townships and also excluding that portion of the Borough of Pottstown North and West of a line drawn Northeast on Kein Street from the Schuylkill River to Reading Railroad Northwest on the railroad to Madison Street, to High Street, East on High Street to Green Street, North on Green Street and Northeast on Mintzer Street to Lower Pottsgrove Township Line, along this township line and the borough line Northwest to Adams Street and Beehive Road, Northeast on Beehive Road to the Township Line at Mervine Street)

CHESTER COUNTY (East Coventry. East Vincent, West Vincent, East Pikeland, West Pikeland, Uwchlan, Upper Uwchlan, East Brandywine, Schuylkill and Charleston Townships in their entirety, and that portion of Clan, East Clan, East Whiteland & West Whiteland, Tredyffrin, Willistown, Easttown Townships and Borough of Downingtown north of U. S.Highway 30)

	Rates	Fringes
ELECTRICIAN.....	\$ 38.00	18.16

ELEC0654-001 06/04/2007		

DELAWARE COUNTY (The portion south of U.S. Highway 30 and north of that part U.S. Highway 1 between U.S. Highway 202 and the Chester County Line, and east of that part of U.S. Highway 202 between U.S. Highway 1 and the Delaware Line, and west of a line extending from Montgomery County along State Route 320 to Maple, then along the Springfield Road to Saxer Avenue, along Saxer Avenue to Powell Road; along Powell Road to State Highway 420; along 420 and continuing in a straight line to the Delaware River in the State of Pennsylvania) CHESTER COUNTY (That portion south of U. S. Highway 30 and north of that part of U.S. Highway 1)

	Rates	Fringes
ELECTRICIAN.....	\$ 35.48	17.89+11.08

ELEC0743-001 09/01/2007		

CHESTER (Coatesville, Honey Brook, South Coventy, Valley, Wallace, Warwick, West Brandywine, West Clan, and West Nantmeal Twps); AND MONTGOMERY (Douglas, Pottstown, Upper Pottsgrove, and West Pottsgrove, Twps) COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 29.82	13.64

ELEC0743-007 09/01/2007		

CHESTER COUNTY (The portion of Sadsbury and West Sadsbury Township north of U.S. Highway 30)

	Rates	Fringes
ELECTRICIAN.....	\$ 29.28	13.64

* ENGI0542-005 05/01/2007		

	Rates	Fringes
Power equipment operators: (HEAVY, HIGHWAY, AND WATER LINE CONSTRUCTION (Off Plant Site))		
GROUP 1.....	\$ 34.94	19.57+A
GROUP 1a.....	\$ 37.95	20.45+A
GROUP 2.....	\$ 34.70	19.49+A
GROUP 2a.....	\$ 37.70	20.38+A
GROUP 3.....	\$ 30.89	18.01+A
GROUP 4.....	\$ 30.59	17.92+A
GROUP 5.....	\$ 28.86	17.42+A
GROUP 6.....	\$ 27.87	17.13+A

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Handling steel and stone in connection with erection, cranes doing hook work, any machine handling machinery, helicopters, concrete pumps building machines similar to the above, including remote control equipment.

GROUP 1a: Machines handling steel, or the functional equivalent, and stone in connection with erection 15 ton and over factory rating; Cranes doing hook work 15 ton and over factory rating; Any machines handling machinery; High Rail/Burro Crane 15 ton and over factory rating; Rail Loader (Winch Boom Type) 15 ton and over factory rating; Concrete Pumps (Building) 120 feet of Boom length or less (200 yard pour or less); Machines similar to above, including remote control equipment; Equipment in this Wage Group that does not require an oiler.

GROUP 2: All types of cranes, All types of backhoes, Cableways, Draglines, Keystones, all types of shovels, Derricks, Pavers 21E and over, Trenching machines, Trench shovel, Graddalls, Front-End loaders, Boat Captain, Pippin type backhoes, Tandems scrapers, Towers type crane operation erecting, Dismantling, Jumping or Jacking, Drills (self-contained), (drillmaster type) forklift (20 ft. and over), Motor patrols (fine grade), Batch plant with mixer, Carryalls, Scraper, Trounapulls, Roller (Hith Grade Finishing), Spreaders (asphalt), Bulldozers and Tractors, Mechanic welder, Conveyor loaders (euclid-type wheel), Concrete pump, Milling Machines, Hoist with two towers, Building hoist double drum (unless used as a single drum), Mucking machines in tunnel, All auto grade and concrete finishing machines, Bundle pullers/extractors (tublar), toxic/hazardous waste removal rate 20 per cent added to all classification, bobcat, side broom, directional boring machines, vermeet saw type machines (other than hand held) tractor mounted hydro axe, chipper with boom, all machine similar to the above includidng remote control equipment.

3: Asphalt plant engineers, Well drillers, Ditch witch (small trencher), Motor patrols, Fine grade machines, Ten-ton roller (grade fill stone base), Concrete breaking machines, Guilloline only, Stump grinder, Conveyors (except building conveyors), Fork lift trucks of all types, High pressure boliers, Machine similar to the above, including remote control equipment.

GROUP 2a: Crawler backhoes and Crawler gradalls over one cubic yard factory rating; Hydraulic backhoes over one cubic yard factory rating; All types of cranes 15 ton and over factory rating; Single person operation truck cranes 15 ton and over factory rating; Cherry picker type machinery and equipment 15 ton and over factory rating; Concrete Pumps (Heavy/Highway); Machines similar to above, including remote control equipment; Equipment in this Wage Group that does not require an oiler.

GROUP 3: Asphalt plant engineers, Well drillers, Ditch witch (small trencher), Motor patrols, Fine grade machines, Ten-ton roller (grade fill stone base), Concrete breaking machines, Guilloline only, Stump grinder, Conveyors (except building conveyors), Fork lift trucks of all types, High pressure boliers, Machine similar to the above, including remote control equipment.

GROUP 4: Seaman, Pulverzer form line grader, Farm tractors, road finishing, Concrete spreader, Power broom (self-contained), Seed spreader, Grease truck.

GROUP 5: Compressors pumps, Well point pumps, Welding machines Tireman, Power equipment, Maintenance engineer (power boats), and macnines similar to the above.

GROUP 6: Fireman, Oilers and deck hands (personnel Boats), grease truck.

FOOTNOTE: A. PAID HOLIDAYS: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day and Christmas Day

TOXIC/HAZARDOUS WASTE REMOVAL*

Add 20 per cent to basic hourly rate for all classifications

IRON0068-003 07/01/2006

BUCKS COUNTY (Remainder)

	Rates	Fringes
Ironworkers:.....	\$ 30.60	30.63
Structural, Ornamental, and Reinforcing		

IRON0401-001 07/01/2007

BUCKS (Includes the towns of BEnsalem, Breadysville, Bristol Churchville, Cornwells Heights, Davisville, Eddington, Feasterville, Hartsville, Johnsville, Line Lexington, Neshaminy, Southampton, Tradesville, Trevose, Unionville, Warminster, and Warrington); DELAWARE (North of a line running along State Rt 352 to right on State Rt 291 to State Line); CHESTER (Includes the towns of Aldham, Anselma, Bacton, Berwyn, Cedar Hollow, Charlestown, Chester Springs, Cromby, Devon, Devault, Daylesford, Diamond Rock, Dutton Mill, Frazer, Goshenville, Howellville, Kimberton, Ludwigs Corner, Paoli, Mathews, Perkiomen Junction, Phoenixville, Rapps Corner, Rocky Hill, Strattford, Sugartown, Tanguy, Valley Forge, Valley Store, White Horse, Williams Corner, and Wilsons Corner); MONTGOMERY (Remainder); and PHILADELPHIA COUNTIES

	Rates	Fringes
Ironworkers:.....	\$ 39.55	23.70
Structural and Ornamental		

IRON0405-001 07/01/2007

BUCKS (Includes the towns of Bensalem, Breadysville, Bristol, Churchville, Cornwell Heights, Davisville, Eddington, Festerville, Hartsville, Johnsville, Line Lexington, Neshaminy, Southampton, Transville, Trevose, Unionville, Warminster, and Warrington), DELAWARE (North of a line running along State Route 352 to right on State Route 291 to State Line); CHESTER (Includes the towns of Aldham, Anselma, Bacton, Berwyn, Cedar Hollow, Charlestown Chester Springs, Cromby, Devon, Devault, Daylesford, Diamiamond Rock, Dutton Mill, Frazer, Goshenville, Howellville, Kimberton, Ludwigs Corner, Paoli, Mathews, Perkiomen Junction, Phoenixville, Rapps Corner, Rocky Hill,

Strafford, Sugartown, Tanguy, Valley Forge, Valley Store, White Horse, Williams Corner, and Wilsons Corner); MONTGOMERY (Remainder); AND PHILADELPHIA COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 33.48	22.75
Reinforcing Steel Mesh, Rebar Work		

IRON0405-003 07/01/2007

BUCKS COUNTY (Includes the towns of Bensalem, Breadysville, Bristol, Churchville, Cornwells Heights, Davisville, Eddington, Feasterville, Hartsville, Johnsville, Line Lexington, Neshaminy, Southhampton, Tradesville, Trevose, Unionville, Warminster, and Warrington), DELAWARE (North of a line running along State Route 352 to right on Stae Route 291 to State Line); CHESTER (Includes the towns of Alsham, Anselma, Bacton, Berwyn, Cedar Hollow, Charlestown, Chester Springs, Cromby, Devon, Devault, Daylesford, Diamond Rock, Dutton Mill, Frazer, Goshenville, Howellville, Kimberton, Ludwig Corner, Paoli, Mattews, Perkiomen Junction, Phoenixville, Rapps Corner, Rocky Hill, Strafford, Sugartown, Tanguy, Valley Forge, Valley Store, White Horse, Williams Corner); MONTGOMERY (Remainder); and PHILADELPHIA COUNTIES

	Rates	Fringes
IRONWORKER (Rigger and Machinery Mover).....	\$ 33.48	22.75

IRON0420-007 07/01/2006

MONTGOMERY COUNTY (Anise, Berguy, Congo, Douglas, East Greenfield, East Limerick, East Slaford, East Zieglerville, Engleville, Fagleysville, Ford, Gilbertsville, Green Lane, Hanover, New Perksionenville, Niato, Palm, Obelish, Pennsburg, Perkiomen, Pottstown, Royerford, Roytown, Sammamansville, Tylerport, Upper Hanover, Upper Pottsgrove, Upper Wodall, West Limerick, West Salford, and West Zieglerville Townships)

	Rates	Fringes
Ironworkers:		
Projects \$200,000,000 and greater, all work.....	\$ 27.25	18.45
Projects less than \$200,000,000.....	\$ 25.25	18.45

* IRON0451-004 07/01/2007

CHESTER (Remainder of County), AND DELAWARE (Remainder of County) COUNTIES

	Rates	Fringes
Ironworkers:.....	\$ 28.10	22.90
Structural, Ornamental, and Reinforcing		

LABO0413-003 05/01/2007

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 23.55	19.25
GROUP 2.....	\$ 23.65	19.25
GROUP 3.....	\$ 23.75	19.25
GROUP 4.....	\$ 18.35	19.25
GROUP 5.....	\$ 24.40	19.25
GROUP 6.....	\$ 24.45	19.25
GROUP 7.....	\$ 24.30	19.25
GROUP 8.....	\$ 24.05	19.25
GROUP 9.....	\$ 23.90	19.25
GROUP 10.....	\$ 24.05	19.25
GROUP 11.....	\$ 23.95	19.25
GROUP 12.....	\$ 27.69	19.25
GROUP 13.....	\$ 23.80	19.25

LABORERS CLASSIFICATIONS

GROUP 1: Yardwork Laborers; Scale Mixermen; Bunermen; Feeders; Dustmen

GROUP 2: General Laborer; Asphalt Shovelers; Sheeting, Shoring & Lagging Laborers; Stone, Granite & Artificial Stone Setting Laborer; Hod Carriers; Scaffold Builders; Relief Joints & Approach Slabs; Assembling & Placing Gabions; Pneumatic Tool Laborers; Concrete Forms & Stripping Laborers; Concrete & Lumber Material Laborers; Steel & Steel Mesh (Carrying & Handling); Form Pinners; Mortar Mixers; Pouring & Placing Concrete; Grade Men

GROUP 3: Vibrator Laborer; Finish Surface Asphalt Rackers; Jackhammer Operators; Paving Breaker Operator; Pipelayer & Caulker (all joints up to within 5 feet of the Building Foundation Line); Conduit & Duct Layers

GROUP 4: Flagperson

GROUP 5: Miners

GROUP 6: Burners

GROUP 7: Miner Bore Driver; Blasters; Drillers; Pneumatic Shield Operator

GROUP 8: Form Setters

GROUP 9: Trackmen; Brackmen; Groutmen; Bottom Shaft Men; All Other Laborers in Free Air Tunnels; Underpinning (When an underpinning excavation is dug eight feet or more below the natural grade or where an excavation for a pier hole of five feet square or less and eight feet or more dep is dug, the rate shall apply only after a depth of eight feet is reached, to the men working in the bottom)

GROUP 10: Circular Caissons (Where an excavation for circular caissons are dug eight feet or more below the natural grade level adjacent to the starting point of the caisson hole, at ground level, for the men working in the bottom);

Welders, Burners & Air Tuggers

GROUP 11: Powderman; Multiple Wagon Drill Operator

GROUP 12: Toxic/Hazardous Waste Handler

GROUP 13: Wagon Drill/Hydraulic Track Drill Operator

LABO0413-005 04/01/2007

	Rates	Fringes
Landscaping		
Farm Tractor Driver,		
Hydroseeder Nozzleman,		
Mulcher Nozzleman.....	\$ 18.01	17.32+A
Landscape Laborers.....	\$ 17.51	17.32+A

FOOTNOTE:

A. PAID HOLIDAYS: Independence Day, Labor Day, and
Thanksgiving Day

* PAIN0021-003 05/01/2007

	Rates	Fringes
Painters:		
Bridge.....	\$ 38.74	16.26
Painters.....	\$ 34.31	16.26

PLAS0592-008 05/01/2007

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 28.95	21.94

PLUM0420-001 05/01/2007

	Rates	Fringes
Steamfitter		
Bucks, Chester, Delaware,		
Montgomery and		
Philadelphia Counties.....	\$ 39.39	22.57

PLUM0690-008 05/01/2007

	Rates	Fringes
PLUMBER.....	\$ 39.68	20.01

TEAM0470-002 05/01/2007

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 23.35	11.9225+A+B
GROUP 2.....	\$ 23.45	11.9225+A+B
GROUP 3.....	\$ 23.70	11.9225+A+B

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1 - Stake body truck (single axle, dumpster)

GROUP 2 - 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)

GROUP 3 - Euclid type, off-highway equipment or belly dump trucks and double hitched equipment, staddle (ross) carrier, low-bed trailers

GROUP 1 - Stake body truck (single axle), dumpster

GROUP 2 - Dumpt 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)

GROUP 3 - Euclid type, off-highway equipment or bell dump trucks and double hitched equipment, staddle (ross) carrier, low-bed trailers

FOOTNOTE:

A. PAID HOLIDAYS: Memorial Day, Independence Day, Labor Day, Thanksgiving Day and five personal holidays provided employee works at least one day in the three work days before and at least one day in the three work days after the said holiday. Emloyee earns a personal holiday every two months, provided employee has worked twenty-six day in each consecutive two month period, up to a maximum of five per calendar year. After 130 work days the employee is entitled to all five personal holidays.

B. PAID VACATION: Employee will earn one vacation day for every two months, provided employee has worked twenty-six day in each consecutive two month period, up to a maximum of five vacation days per calendar year. After 130 workdays the employee is entitled to all five days of vacation. Employees with 5 years of seniority, earn an additional week of vacation, accrued in the same way.

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.
=====

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations

indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

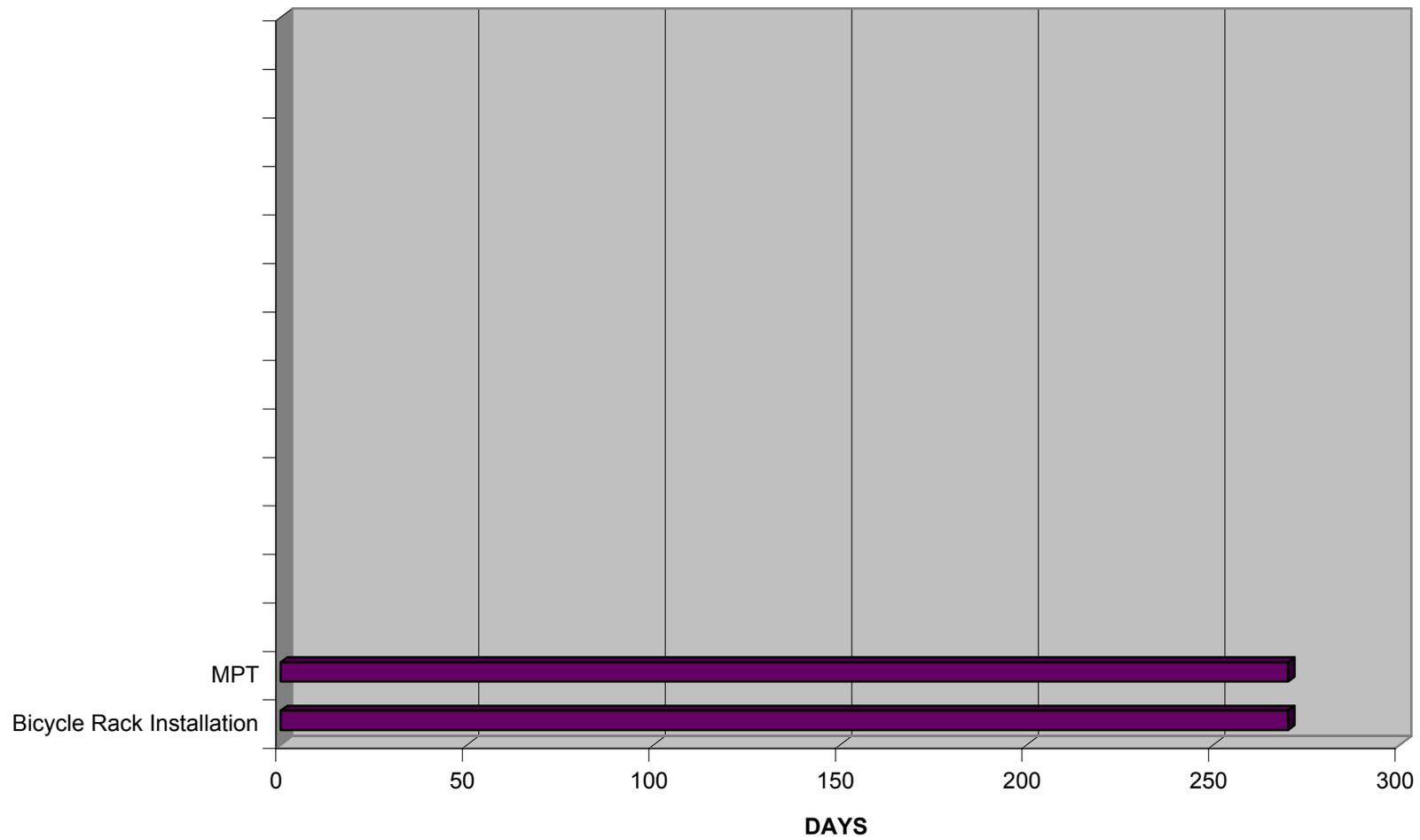
Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION

CONSTRUCTION SCHEDULE June, 2008 - March, 2009



PENNDOT FORM EDD-VI

ENVIRONMENTAL DUE DILIGENCE (EDD) PHASE 1
VISUAL INSPECTION FORM

DATE: _____

SR/SEC: _____ COUNTY: _____

SEGMENT: _____

ECMS
Project#: _____

ACTIVITY: _____

Location: _____

Visual Site Inspection (EDD-PHASE 1):

- *Stressed Vegetation* Yes [] No []
- *Staining on Soils* Yes [] No []
- *Staining Along PennDOT ROW
or on ROW Materials* Yes [] No []
- *Detectable Odors* Yes [] No []

Comments: Attached additional pages or information as necessary.

Findings

Check one:

- Due diligence inspection performed and no visual evidence of a spill or release in project ROW was detected.
- Due diligence inspection performed and evidence of a spill or release in project ROW was detected. Phase 2 documents attached.
- Due diligence not applicable for this project. No waste or fill.

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

ORGANIZATION: _____

PENNDOT EDD-VII

CLEAN FILL ENVIRONMENTAL DUE DILIGENCE [EDD] PHASE 2

DATE : _____

SR/SEC : _____ ECMS PROJECT # : _____

SEGMENT : _____

COUNTY : _____

ACTIVITY : _____

LOCATION : _____

A Phase 1 EDD was conducted for the above project and has identified evidence of a potential spill or release of regulated substances to the material. A Phase 2 EDD was performed.

Findings Check all that apply:

- 1. Based on the results of the Phase 2 investigations, it has been determined that **no** spill or release has occurred.
- 2. Based on the results of the Phase 2 investigations, there is documented evidence that a spill or release has occurred. **MUST COMPLETE ITEM 3**
- 3. If Item 2 is checked, Item 3 must be completed: The materials were Collected and sampled, in accordance with Appendix A of the PADEP Management of Fill Guidance, and
 - All regulated substances analyzed were reported as non-detectable. Form FP-001 must be completed along with the laboratory data, and provided to the property owner of the fill receiving site. Attach documentation.
 - The concentration of regulated substances detected were below the levels indicated in Table FP-1a/1b. Form FP-001 must be completed along with the laboratory data, and provided to the property owner of the fill receiving site. Attach documentation.
 - The concentration of regulated substances detected exceeds the levels in Table FP-1a/1b, but are below the levels indicated in Table GP-1a/1b. **The material is Regulated Fill** and must be approval by the PENNDOT Project Manager for use. If approved, PADEP General Permit WMGR096 must be obtained.
 - The concentration of regulated substances detected exceeds the levels in Table GP-1a/1b. **The materials are a waste.** Manage in accordance with applicable PA Solid Waste Management Act waste regulations. Attach documentation.

SIGNATURE : _____

PRINTED NAME : _____

TITLE : _____

ORGANIZATION : _____

ENVIRONMENTAL DUE DILIGENCE PHASE 2: CLEAN FILL DETERMINATION

NOTE: PERSONS INVOLVED IN PERFORMING EDD ACTIVITIES DO NOT NEED TO COMPLETE ALL STEPS OF THIS PROCESS. ONLY THOSE REQUIRED FOR PROPERLY CHARACTERIZING MATERIALS TO DETERMINE THEY ARE CLEAN FILL.

EDD Phase 2: STEP 1

- **Property ownership and use histories (deed reviews) for evidence of potential releases of wastes or chemicals from operations along the PennDOT ROW:**

Land and Property Use and Ownership Types Found (Check All That Apply):

- *Public* []
- *Private* []
- *Agricultural* []
- *Industrial* []
- *Commercial* []
- *Residential* []
- *Unused* []
- *Other* []

(Specify) _____

- **Searching environmental databases to determine the existence of potential impacts from any types of waste sites or related activities that exist or may have existed within the vicinity of the PennDOT ROW: (See Appendix 1)**

Databases Searched (Check All That Apply):

- *PennDOT* []
- *PA DEP* []
- *US EPA* []
- *Other* []

(Specify) _____

ENVIRONMENTAL DUE DILIGENCE PHASE 2: CLEAN FILL DETERMINATION

- **Conducting Interviews with All Relevant Parties to determine whether there had been any incidents that involved the release of substances directly to the PennDOT ROW:**

Interviews Conducted (Check All That Apply):

- *Former Property Owners* []
- *Current Property Owners* []
- *Former Land Owners* []
- *Current Land Owners* []
- *Fire Departments* []
- *Hazardous Materials Teams* []
- *Regulatory Agencies* []

(Specify) _____

- **Examination of aerial photographs in order to determine all land uses within the vicinity of the ROW:**

- Aerial Photographs Evaluated Yes [] No []; if “Yes”: refer to Appendix 1 for a Pennsylvania Department of Conservation and Natural Resources (PA DCNR) web site address for locating aerial photographs.

- **Examination of Sanborne or other fire insurance maps (*there is an additional cost for obtaining these*), in order to determine the existence of businesses that may have had any prior releases of **regulated substances** to the PennDOT ROW:**

- *Sanborne Fire Insurance Maps Examined* []; refer to Appendix 1 for web site address and telephone number for obtaining these maps;
- *Alternate Fire Insurance Maps Examined* []

(Specify) _____

EDD Phase 2 STEP 2:

- **Sampling and Analysis of PennDOT ROW Materials.** If there is documented evidence of a spill or release, materials **must be tested** to determine if they are clean fill, **regulated fill, or** to characterize for proper waste disposal.
- **Sampling and analysis should be conducted in accordance with Appendix A of the PA DEP Management of Fill Guidance: 258-2182-773 April 24, 2004.**

ENVIRONMENTAL DUE DILIGENCE PHASE 2: CLEAN FILL DETERMINATION

APPENDIX 1: LISTING OF WEB SITES AND RELATED CONTACTS FOR ENVIRONMENTAL DUE DILIGENCE DATABASE SEARCHES

Pennsylvania Department of Environmental Protection (PA DEP) -Related Sites

- **Pennsylvania Municipal and Residual Waste Facilities** (web link: www.dep.state.pa.us/dep/deputate/airwaste/wm/mrw/Docs/Landfill_list.htm); (this website contains descriptions of all Pennsylvania landfills and incinerators (site name, permit number, host county, municipality, and contact person), all arranged by PA DEP region; for more information, click on either the facility name link (this leads to the PA DEP Environmental Facility Application and Compliance Tracking System (E-Facts) information about any specific facility) or contact person (e-mail) link).
- **Pennsylvania Land Recycling and Environmental Remediation Standards Act (Act 2) Sites** (web link: www.pasitefinder.state.pa.us/Site_listing.asp); this website contains information on all Act 2 sites that have been completed to date and updates that are made to the website when needed; click on the “more details” box associated with each site listed to obtain an interactive “E-Map” location/link for any site selected along with pertinent site information).
- **Pennsylvania Hazardous Sites Cleanup Act (HSCA) Sites** (web link: www.dep.state.pa.us/dep/deputate/airwaste/wm/hscp/docs/HSCA_Site_List.pdf); this website brings up a list of Pennsylvania HSCA sites that are arranged by PA DEP Region and shows municipality, county, number and dates for HSCA responses (interim and remedial levels), in addition to the site status (complete, listed on Pennsylvania Priority List, or de-listed).
- **Pennsylvania Storage Tank Release and Active Storage Tank Sites** (web link for storage tank releases: www.dep.state.pa.us/dep/deputate/airwaste/wm/Tanks/Document/tank_release.htm); this website contains a listing of all known storage tank incidents, and is arranged by PA DEP region (with each regional incident alphabetized by county); other details included are facility I. D. #, site name, address, city, county, incident description, confirmation date, type of incident (underground storage tank release (petroleum or hazardous material), or above-ground storage tank release; click on the “Tank Incidents” PDF or Adobe Acrobat Files to see the entire list of storage tank releases to date); web link for active storage tanks: www.dep.state.pa.us/dep/deputate/airwaste/wm/tanks/storagetanks/tank_listings.htm; click on the PA DEP Regional links to obtain Excel spreadsheet lists of storage tanks; information similar to what can be found on the storage tank release sites (except releases) can be found on the active storage tanks list).

ENVIRONMENTAL DUE DILIGENCE PHASE 2: CLEAN FILL DETERMINATION

APPENDIX 1: LISTING OF WEB SITES AND RELATED CONTACTS FOR ENVIRONMENTAL DUE DILIGENCE DATABASE SEARCHES

United States Environmental Protection Agency (US EPA)-Related Sites

- ***Pennsylvania Comprehensive Environmental Response and Liability Act (CERCLA/Superfund) Sites*** (web link: www.epa.gov/reg3hwmd/super/PA/index.htm); this website contains information on all Pennsylvania Superfund sites, including name, address, city, county, zip code, US EPA I. D. number, and National Priority List (NPL) status; click on the site name to learn more about any Superfund site).
- ***Pennsylvania Resource Conservation and Recovery Act (RCRA) Facilities*** (web link: www.epa.gov/reg3wcmd/ca/pa.htm); this website contains information for all Pennsylvania RCRA sites, including facility name (click on this for more details), US EPA I. D. number, location (click on this link to get a map showing the site in relation to nearby roadways), environmental indicators (human exposure, groundwater – click on either of these to get the documentation sheets for either or both), and clean up status (initiated, remedy selected, complete with or without controls, construction completed)).
- ***Toxic Release Inventories (TRI)*** (web link: www.epa.gov/tri); this website is from the US EPA, and contains some background information about TRI is and how it is used; releases for specific areas can be found by entering a zip code on the title page; from here, the user can view the facilities that are part of the TRI for the zip code entered, and the extent of releases that have occurred over the years (starting with 1989, and continuing through 2001, the latest year for which TRI information is available); click on the name of any facility shown to obtain a detailed report about the releases and related activities associated with the facility (onsite, off-site, air emissions, water discharges, land disposal)).
- ***Comprehensive Federal and State Site Environmental Database (Enviro-Facts)*** (web link: www.epa.gov/enviro/index_java.html); this website contains information about virtually every type of environmental matter known, both in terms of facilities and the media affected by these facilities' collective activities; under the “**topics**” tab, click on the links related to “*waste*”, “*water*”, “*air*”, “*toxics*”, “*land*”, “*radiation*”, “*maps*”, and “*other*”, to determine the type of media information desired; under the “**advanced capabilities**” tab, click on the “*queries*”, “*maps*”, or “*reports*” links to locate more specific information; from here, the user will be led to a page where queries about any type of environmental site can be entered using a zip code, county or State abbreviation; click on the “find it” link to locate information about one or multiple environmental sites, or, to generate map locations for the any type of environmental site activity desired; the map is interactive, and the user can “zoom in” for closer details about the site; this database may include information on sites from the aforementioned Municipal and Residual Waste, Storage Tanks, RCRA, HSCA, CERCLA, Act 2, and TRI databases; sites with National Pollutant Discharge Elimination System (NPDES) and radiation-related permits also included in this database).

ENVIRONMENTAL DUE DILIGENCE PHASE 2: CLEAN FILL DETERMINATION

APPENDIX 1: LISTING OF WEB SITES AND RELATED CONTACTS FOR ENVIRONMENTAL DUE DILIGENCE DATABASE SEARCHES

Sites for Aerial Photographs and Fire Insurance Maps

- ***Aerial Photographs:*** Aerial photographs may be accessed via the Pennsylvania Department of Conservation and Natural Resources (PA DCNR) web site (web link: www.dcnr.state.pa.us/topogeo/gismaps/aerials.aspx.htm; click on the “Proceed to the new DCNR” link, then click on the “Aerial Photos” option; this will lead to a link for the U. S. Geological Survey’s Aerial Photo Finder; information can be sought, and site location maps can be generated by selecting the “zip code”, “populated place”, or “map location” options).
- ***Sanborne Fire Insurance Maps:*** These maps may be obtained from EDR Sanborne, Inc., at 1-800-352-0050, or at www.edrnet.com; click on the “Sanborne Maps” link, and then click on the phrase “Download Sample” to view an example of this map type. **There is an additional cost for obtaining these maps.**

