

BLASTING OPERATIONS GUIDELINES



January 2016



Procedures and regulations for the use of
explosives in construction and demolition



CITY OF PHILADELPHIA
OFFICE OF EMERGENCY MANAGEMENT

BLASTING OPERATIONS GUIDELINES

PROCEDURES AND REGULATIONS FOR THE USE OF EXPLOSIVES IN CONSTRUCTION AND DEMOLITION

INTRODUCTION

This document consolidates the requirements, procedures and policies of regulatory and supporting agencies for use of explosives in blasting operations within the City of Philadelphia. This document is intended for use by contractors retained for both privately or publicly contracted explosive works. The scope of this document includes only explosive excavation and structural implosions – not the use of pyrotechnics.

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HOW TO USE THIS DOCUMENT

Sections:

The guidelines are organized thematically and in chronological order to serve as both a guide for the approval process and to identify critical-path deliverables. They are divided into the following sections:

1. **General Information**
2. **Initial Application**
3. **Operational Planning and Coordination**
4. **Public Engagement and Community Notifications**
5. **Legal and Administrative Items**
6. **Operations Permit Issuance**
7. **Blasting Process Guides**
8. **City Agency Roles and Contact Information**

Attachments:

The attachments to this document provide additional details and templates for required deliverables.

For questions related this document, please email: Daniel.bradley@phila.gov.

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1.0 GENERAL INFORMATION

Submission Timeframes

Initial applications for explosive use related to building demolition must be submitted, as set forth in the text box on the following page, 90 days prior to the intended blasting operation date. Applications for the use of explosives for excavation or other similar uses must be submitted at least 60 days prior. Applications submitted inside of these timeframes will not be accepted.

Implosion Operational Restrictions

Building implosions are not permitted from December 16th to March 1st and must occur before 7:30 am unless a waiver is granted by the Managing Director or designee (City Risk Manager). Implosions must be conducted on Sundays with exceptions made only for significant community impact.

Applicable Codes and Regulations:

The following documents are available online at the links listed below:

- [Philadelphia Code Title 10, Chapter 10-400: Noise and Excessive Vibration](#)
- [Philadelphia Fire Code, Chapter 33, Section 3301](#)
- [Philadelphia Code Title 3, Chapter 3-200: Air Management / Prohibited Activities](#)
- [Asbestos Control Regulation](#)
- [Air Management Regulations II, Section VIII](#)

Departments and Titles:

Unless otherwise stated herein, all references to titles, reviewing departments and authorities shall mean those of the City of Philadelphia.

2.0 INITIAL APPLICATION

Submission Requirements

Licensed Contractors must apply for a Department of Licenses and Inspections (L&I) Operations Permit (Attachment C) and submit the following requisite documents with the application:

- A copy of a Commonwealth of Pennsylvania Blaster's License
- A copy of a Bureau of Alcohol, Tobacco and Firearms User of High Explosives License
- Written verification that the PA One-Call system was contacted
- A completed Blasting Operations Questionnaire (Attachment A)
- **A draft Operations and Dust Control Plan** (Attachment B) – this document will be developed further during Operational Planning and coordination (Section 3.0)
- Certificates of Insurance (Section 5.0)

For building implosions or demolition:

- Reference the demolition permit if filed by others, or include a demolition permit application

For street closures:

- Submit a Street Closure Permit Application (Attachment D)

For use of a city fire hydrant:

- Submit a Fire Hydrant Permit Application (Attachment E)

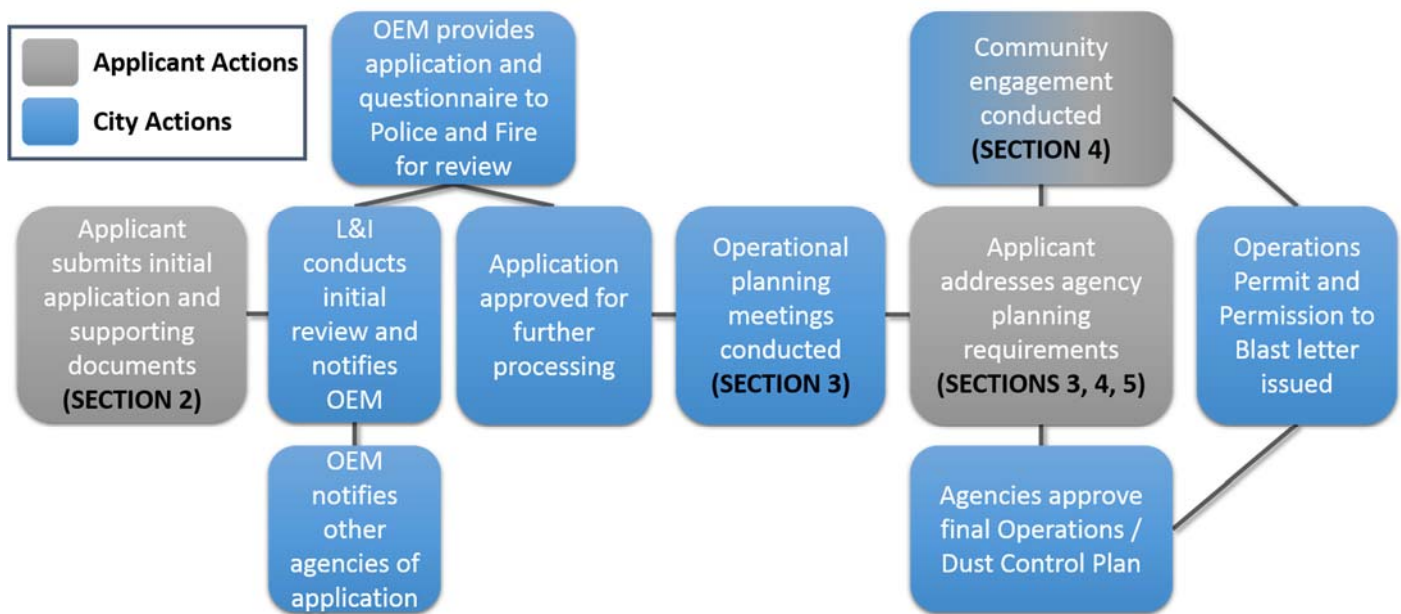
Note to Applicants: The initial submission of the above documents must be made at the L&I Permit Services Counter, located on the Concourse level of the Municipal Services Building, 1401 JFK Blvd. Please also submit a PDF version of the documents to the City's Office of Emergency Management c/o daniel.bradley@phila.gov.

Initial Review

After L&I examination, the initial application submission will be reviewed by the Police and Fire Departments. Upon completion of this review, the applicant will be contacted by the Office of Emergency Management (OEM) regarding operational planning and coordination with City agencies.

Neither this nor any other review, approval or acceptance of any submission required under this Guide shall constitute an representation, warranty or guaranty by the City as to the substance or quality of the matter 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 or of any cause of action arising out of the resulting demolition. No Person shall have any right to rely in any way on the City's review, approval or acceptance of any submission. The applicant and its Contractor(s) shall be and remain liable for all damages to the City caused by the applicant, the contractor or the services or materials provided by the applicant and/or contractor. Review, approval or acceptance by the City 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 or police powers under applicable law.

Application Process Diagram



Refer to page 18 (Section 7) for a detailed timeline and list of required actions.

3.0 OPERATIONAL PLANNING AND COORDINATION

Summary

Based upon the type of blasting project and scope, OEM will consult with public safety agencies on the required level of pre-event planning. Options include:

- *Limited Pre-event Planning:* Coordination conducted primarily via email and phone conferences
- *Operational Plan Development:* Coordination conducted via in-person meetings with applicable stakeholders - discussion and decisions from the group will be incorporated into the final version of Operations and Dust Control Plan, required for the issuance of the Operations Permit

Once a determination is made, OEM will contact the applicant to schedule the required meetings.

Note to Applicants: Key participants for City coordination meetings include the licensed blaster conducting the work, the main project's general Contractor and any additional subcontractors, engineers involved with the demolition (shoring or any other structural considerations), and the entity responsible for environmental monitoring.

Required Plan Document:

Operations and Dust Control Plan

Blasting operations are complex, multi-agency operations that require close coordination amongst Contractors, the City, and other stakeholders to ensure the health and safety of the public. The Operations and Dust Control Plan (ODCP) is a comprehensive document that outlines the means, methods and procedures associated with the work's preparation, execution, and cleanup. The ODCP is the primary deliverable through which coordination is documented and is used by officials to evaluate a proposed project before a permit is issued. ODCPs should be of professional quality and ideally submitted to the City in a digital format. A draft ODCP must be submitted as part of the initial application process and will be finalized through coordination with City agencies.

A standard ODCP is comprised of these sections:

- **Project Overview and Scope**
- **Explosive Security, Movement and Method of Blasting**
- **Community Notification**
- **Health and Safety Planning**
- **Operations Planning**
- **Cleanup**

The following pages outline in detail the essential components, requirements, and considerations for each section.

Note to Applicants: Submitted Operations and Dust Control Plans must adhere to the plan template found in Attachment B. Plans that deviate from this format will be returned without review.

1. PROJECT OVERVIEW AND SCOPE

This section must clearly outline all of the elements involved in the applicant's proposed project. The overview and scope section of the ODCP must contain, at a minimum, the following:

- Summary and purpose of overall operation
- Project location and adjacent area (include a professional quality site plan)
- Details of the existing structure to be demolished (if an implosion)
- Proposed start date and anticipated duration of work
- Distances from the area of proposed work to the site's property line, nearest properties, structures and rights of way

2. EXPLOSIVE SECURITY, MOVEMENT, AND METHOD OF BLASTING

This is a coordinated plan developed between the applicant, the Philadelphia Police Department Bomb Disposal Unit and Traffic District that addresses the means and methods of blasting, explosives transport and site security operations. Draft versions of this section should describe the types and quantities of explosives to be used, how they will be stored, the type of blasting pattern and or specifically loaded floors, the type of initiator and a detailed safety and countdown procedure with standard incremental warnings. Additionally, if specialized equipment will be used to prepare the site for blasting, such as drills, the equipment and its associated noise (in dB, dBA, or dBF) should be described.

Note to Applicants: All initiators/detonators must be non-electric type.

3. COMMUNITY NOTIFICATION

This section should clearly outline the applicant's strategy for providing information to residents, businesses and organizations nearby the site both prior to the commencement of the work and during multi-day operations. At a minimum, the strategy should include draft information on the proposed area of engagement, planned information packet, and anticipated community meetings or media engagement. See section four for additional information on community notification.

Note to Applicants: All community engagement activities must be coordinated with and approved by OEM.

4. HEALTH AND SAFETY PLANNING

The primary objectives of the Health and Safety portion of the Operations/Dust Control Plan are to protect the public and workers against flyrock or debris missiles from an imploding structure and to limit exposure to any generated dust. The plan must address the following topics:

- Determination of evacuation zones and safety perimeters to protect the public against the blast, dust and work operations
- Site safety plans and procedures for contracted personnel working on-site
- Air monitoring for particulates, including lead and asbestos
- Evaluation of service utilities that may pose a safety or health risk to the public
- Prevention and protection from flying debris / projectiles resulting from the explosion
- Public outreach and awareness
- Evacuation and sheltering
- Use of proper respiratory protection for those who are at risk of exposure
- Proper clean-up of impacted areas

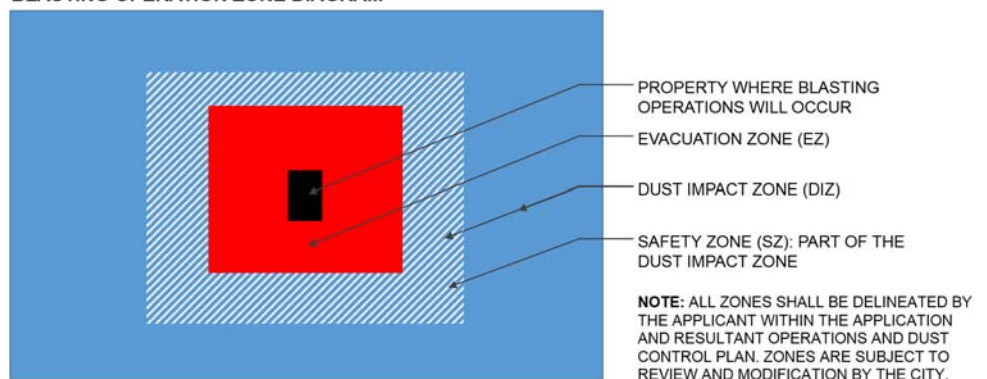
Evacuation, Dust Impact, and Safety Zones (Primarily for Implosions)

Subject to approval by the City, the contractor must designate Evacuation, Dust Impact, and Safety Zones around a blasting site. The Evacuation Zone (EZ) is the area in and around the blasting site that must be temporarily evacuated during the implosion event. Similarly, the Dust Impact Zone (DIZ) is the area in and around the blasting site that is likely to receive implosion-generated dust settlement, and any other nearby areas where residents must shelter in place during the implosion. Finally, the Safety Zone (SZ) encompasses parts of the DIZ that will be subject to air overpressure effects during the implosion event in addition to dust, requiring that residents shelter in place. All Operations/Dust Control Plans submitted to the City must include a map depicting the proposed EZ, DIZ, and SZ with their respective perimeters.

Factors including, but not limited to, the location of the blasting site, the structure of building to be demolished (area, height, type and the age) via implosion, the condition of the neighborhood surrounding the blasting site, and the prevailing wind direction must be considered when designating the EZ, DIZ, and SZ. The EZ is recommended to extend at least one block from the blasting site in all directions. Likewise, the DIZ at minimum is recommended to extend from the blasting site out past the EZ by several blocks. The perimeters of the EZ, SZ, and DIZ must be secured with barricades as necessary, and be manned by the police. Entry into the EZ, SZ, and DIZ by unauthorized persons and vehicles will be prohibited shortly before and during the implosion event. Residents of the EZ, SZ or the DIZ will be instructed remove and park their vehicles in designated safe parking areas before the implosion event.

The EZ, DIZ, and SZ are among the areas to be included in post implosion dust and debris removal plans. These zones are subject to review and possible expansion by the City based upon public safety considerations.

BLASTING OPERATION ZONE DIAGRAM



Public Health Assessment and Planning (Primarily for Implosions)

A survey of lead contamination risk must be included in the Operations/Dust Control Plan. If necessary, lead abatement must be performed prior to demolition. Any lead abatement must be performed by a Commonwealth-certified lead abatement contractor. Means and methods of abatement may be requested for review by the Philadelphia Department of Public Health.

An initial Asbestos Inspection Report (AIR) must be included with the permit application for any building demolitions using explosives. The asbestos inspection must be performed by a City of Philadelphia certified Asbestos Investigator. Prior to demolition, all friable asbestos and any non-friable asbestos materials that may be rendered friable by the demolition and/or implosion activity, must be removed by a City of Philadelphia licensed asbestos abatement Contractor. A post-abatement AIR must be submitted after all materials have been removed from the property. Asbestos notifications, permits and plans for removal must be approved by the Philadelphia Department of Public Health, Air Management Services, Asbestos Control Unit (215)-685-7576

Rodent and pest infestations must be abated prior to blasting as well. Plans for rodent abatement may be reviewed with the Philadelphia Department of Public Health, Vector Control Unit (215)-685-9000.

Air Monitoring

For Implosions:

An air-monitoring Contractor, certified for lead and asbestos testing, shall be retained to take and analyze air and “dust wipe” samples in the vicinity of the blasting. The sampling and analysis is to measure concentrations of ambient particulate, lead and asbestos, and must be conducted using approved EPA and NIOSH Test Methods. Lead presence must be determined on digested materials using EPA method SW846/7420. Documentation must be submitted showing laboratory participation in a recognized proficiency program (i.e. ELPAT or NLLAP for lead).

Pre-blast testing (24 to 48 hours prior to the implosion) must include:

1. Respirable dust (air)
2. TEM asbestos (air)
3. Lead dust on surfaces (wipes)

Air samples must be collected along the DIZ perimeter in all directions around the blast site; eight samples for each type of analysis. Wipe samples must be collected on window ledges; eight sample locations.

During-blast testing (immediately prior to and fifteen minutes after) must include:

1. Respirable dust (air)
2. TEM asbestos (air)

Post-blast testing (15 to 120 minutes after the implosion) must include:

1. Respirable dust (air)
2. TEM asbestos (air)
3. Lead dust on surfaces (wipes)

An **Air Monitoring Plan** must be approved in advance by Philadelphia Department of Public Health – Air Management Services (“PDPH-AMS”). PDPH-AMS may require additional testing using other dust monitoring techniques, as deemed appropriate. Copies of the results from all the tests must be submitted to PDPH-AMS as soon as available.

For Non-Implosion Blasting:

PDPH-AMS will determine if any air monitoring is needed on a case by case basis. If required, an Air Monitoring Plan must be approved by PDPH-AMS in advance. Copies of the results from all the tests must be submitted to the PDPH-AMS as soon as available:

Source Registration

Air Management Services
321 University Avenue
Philadelphia, PA 19104

Seismographic and Overpressure Monitoring, and Existing Conditions Survey (Site Survey)

A site survey must be conducted prior to the blasting, identifying the various types of building structures in the area. The exterior surfaces of the existing buildings within the DIZ must be photographed, videotaped, and structural conditions recorded. Seismographic monitoring and air overpressure test equipment must be set between the blasting site and existing buildings to record levels during blasting. A seismographic and overpressure monitoring plan must be approved by PDPH-AMS in advance.

Copies of the seismographic monitoring and air over pressure test monitoring results must be submitted to PDPH-AMS at the address listed above as soon as available. Existing building documentation must be submitted to Department of Licenses and Inspections as part of the building demolition permitting process. If the scope of the demolition permit-required adjacent property documentation differs from the documentation scope related to the implosion as identified by the blasting contractor, the blasting contractor may submit this documentation separately to L&I.

Protection of Adjacent Facilities (Primarily for Implosions)

Based upon the site survey conducted for existing building conditions documentation, the Contractor is required to identify buildings and areas that may be at risk from debris missiles or dust infiltration.

Debris Risk:

Consideration must be given to covering buildings near the site with black geotextile fabric to prevent damage to windows and doors during the blasting. Other strategies to reduce debris missile risk can include, but are not limited to, placing heavy construction equipment between the site and adjacent properties.

HVAC Dust Risk:

During the site survey, HVAC systems within the DIZ must be identified and the risk of dust infiltration determined by the Contractor. If protection is needed, the system must be covered with polyethylene sheets prior to blasting by the Contractor.

The Contractor must coordinate with properties outside the DIZ to protect HVAC systems as deemed appropriate. The entities must be notified about the possible increase in registered dust levels on the systems due to the blasting at least five days before blasting.

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The buildings within the DIZ shall be required to have windows, doors, vents, and openings shut or closed prior to the blasting. Any additional protection needed for HVAC systems, windows or vents in the DIZ shall be addressed by the Contractor.

Public Park Dust Risk:

In park areas within the DIZ, the Contractor must lay a covering of sufficient strength.

Personal Protective Equipment:

The plan must include provisions for personnel protective equipment. Protective dust masks, protective eyewear, and hearing protection must be provided, at the Contractor's cost, for all blasting Contractors, City personnel, and other personnel required within the EZ, SZ, and DIZ.

The respiratory protection minimum requirement is N95 NIOSH approved disposable half mask particulate respirator with exhalation valve with dual strap and recommended for use up to 10X PEL or as referenced in OSHA standard, whichever is lower. The particular model of dust mask must be pre-approved by the Office of Risk Management.

Hearing protection must be disposable earplugs made of polymer foam that allows earplugs to expand and conform to the wearer's ear canal. It should have a Noise Reduction Rating (NRR) of at least 29dB.

5. OPERATIONS PLANNING

The Contractor in coordination with City agencies and other stakeholders must prepare an Operations Section of the Operations/Dust Control Plan. This portion of the plan focuses on activities the Contractor, City agencies, and other stakeholders will take to manage the blasting operation.

Surface Traffic Control

Using the DIZ boundaries, the Contractor must coordinate with the Police and Fire Departments to develop a Traffic Control Plan, which identifies roads that will need to be temporarily shut down to vehicular traffic. The Contractor must also coordinate with public transportation providers (Southeastern Pennsylvania Transportation Authority, Delaware River Port Authority, New Jersey Transit, and Amtrak) on rerouting or halting of public transportation.

Air Space Restrictions

The applicant is required to determine the appropriate airspace radius and AGL elevation to ensure a safe blasting environment. OEM will coordinate with the Department of Aviation and the Federal Aviation Administration several days prior to operations for any necessary air traffic restrictions.

Temporary Evacuation and Resident Reception Center

OEM will coordinate with the Contractor and other stakeholders to provide a Reception Center for residents who must temporarily evacuate. If necessary, the Contractor will provide transportation to the Reception Center.

Pets

OEM will coordinate with the Animal Care and Control Team, Red Paw and the Contractor to address any issues related to pets.

6. CLEANUP

General Means and Methods (Primarily for Implosions)

Since moisture keeps down the amount of air borne dust, immediate wetting of the debris pile is critical. The cleanup can begin once the "all clear" is given by the Contractor, Police and the Fire Department.

Cleanup procedures will depend on the degree of dust impact. The areas of cleanup include the EZ, DIZ and any areas where dust may have migrated beyond the outermost perimeter. In areas heavily impacted, individuals using hand sprayers will wash down buildings and roofs. After buildings are sufficiently clean, the hand spraying should be directed toward washing the dust from the sidewalks into the street. The Contractor will be responsible for procuring personnel and equipment for hand spraying, with approval by PDPH-AMS that work has been satisfactorily completed. A cleanup plan must be approved in advance by PDPH-AMS.

The Streets Department will provide, at the Contractor's expense, mechanical sweeping and flusher service, with city personnel and equipment. The street flushers will lightly spray the street, and the mechanical sweepers will follow. A heavier flushing will follow this, and the remaining material will be hand swept from the gutters and collected. The final clearance of the area will be given by PDPH-AMS and PPD and reported to the Command Post. As each subdivision is cleared, the traffic restrictions will be lifted.

In areas with a lighter impact, the above process will be followed except that the step involving the light spray and mechanical sweeping will be omitted.

As demolition and subsequent debris loading, crushing and trucking progresses, the rubble and debris must be misted with water continuously whenever dry conditions prevail, and watered down when dust is observed. The site should not be wet to the extent of pooling or where it would create adverse conditions such as mud or ice. Haul routes out of the site should also be maintained in a condition that will not cause a nuisance to the community or environment. The route must be swept and hosed twice daily or as necessary to keep down dusting as well as prevent tracking of mud and dirt on to the streets.

In any streets/areas in which water is to be used for dust control, the Contractor must block all street inlets and other drains to the City sewer system. The Contractor must take all necessary steps to preclude water from entering the City sewer system (or running off to surface water). The Philadelphia Water Department - Industrial Waste Unit must approve the Contractor's plans for water discharge.

Cleanup of Hazardous Materials

In order to protect the environment and our natural water resources, the disposal of fuels, oils, bitumens, calcium chloride, acids or other harmful materials found on site must be in compliance with Federal, State, and Local laws. Machinery must be checked daily for excessive leaking and repairs made as needed. Refueling of machinery must be performed on a concrete pad to prevent spillage on the ground. All spillage on the pad must be solidified or absorbed and disposed of properly. Water used for dust control must not be allowed to mix with any contaminant on the site.

4.0 PUBLIC ENGAGEMENT AND COMMUNITY NOTIFICATION

Summary

Comprehensive, clear and coordinated public notification to the community surrounding a blasting operation is of paramount importance to the City. Informing the community of the nature of the project, its timing, key points of contact, and the potential impacts upon the surrounding area is essential.

Applicant's Responsibilities

The Contractor is responsible for conducting outreach to the public in the area where the blasting operations will occur. This outreach, including the planned area of engagement, must be coordinated with OEM and will include, at a minimum, notification via door to door canvassing. At least one community meeting may also be required at the discretion of OEM.

Note to Applicants: All blasting projects require door-to-door canvassing, including the distribution of information sheets to residents, organizations, and businesses within the area of the proposed work.

Information Sheets

The Contractor must distribute information sheets to each residence, organization, and business in the area where community outreach is to be conducted. This is to include the following information:

- Date of operation(s)
- Telephone numbers of officials from the blasting company
- Brief description of what will happen the day(s) of the operation, such as what type of device will be used and how long it will take
- Describe the dust, such as: will it affect breathing, will it affect the neighborhood and where
- Describe any damage that may be caused, such as if windows will break and if so where, how damage should be reported, and who will be responsible for any damage
- Describe safety and security precautions being taken, especially precautions for people with respiratory conditions
- Describe any evacuations that will be required and if so, who will have to evacuate and their options, for being sheltered in designated reception centers and how they can get to the center, such as by shuttle
- Describe any shelter-in-place orders that will be in effect, who will be asked to remain in their homes, shut their windows and doors, close any vents, and turn off heating, ventilation, and air conditioning systems
- Describe any impact on utilities, such as electricity, water, and gas
- Describe the impact on school operations
- Provide a telephone number for claims reporting

Prior to distribution, OEM will review and approve the information sheet. The Contractor should provide public information in various languages as needed, based on the neighborhood demographics, in consultation with OEM.

OEM will also provide the final version of the information sheet to 311.

The application should account for multiple days of notification to ensure that positive contact has been made with all property owners within the defined area. Logs documenting when notification was given to each property must be maintained and submitted to OEM for review. The City reserves the right add to or modify the area requiring Contractor notification.

Community Meetings

OEM will coordinate with the Contractor regarding community meeting(s). OEM will consult with the District councilperson on the best date(s), time(s), and location(s) where meetings can be conducted. The Contractor will provide notice of the meetings in at least two newspapers of citywide distribution and one community-based newspaper at least one week in advance of a meeting. The Contractor should have an appropriate interpreter available at any community meeting(s) prior to blasting operations. Interpreter (s) should also be provided at reception centers, if needed.

Media Engagement

OEM will determine the extent and timing of media outreach activities. The Contractor and/or site owner may be required to develop a press release and/or media kit, subject to review by OEM. The blasting Contractor and the site owner are required to participate in media planning and to have personnel available for contact by any media representatives.

5.0 LEGAL AND ADMINISTRATIVE ITEMS

Blasting Minimum Insurance Requirements

The City's Office of Risk Management requires that all permitted blasting work maintains appropriate levels of insurance, thereby minimizing the City's liability.

Unless otherwise approved by the City's Risk Manager in writing, the project owner shall cause all Contractors at their sole cost and expense, to procure and maintain in full force and effect the types and minimum limits of insurance specified below. All insurance shall be procured from reputable insurers authorized to do business in the Commonwealth of Pennsylvania and/or acceptable to the City. All insurance required hereunder shall be written on an "occurrence" basis and not a "claims-made" basis. In no event shall work be performed until the required evidence of insurance has been furnished by all parties. All insurance certificates shall specifically indicate that the coverage provided is for demolition and/or blasting work. The City of Philadelphia, its officers, employees and agents are to be named as additional insureds on all policies required herein except the Workers Compensation and Employers Liability policy(ies). Also, an endorsement is required stating that the coverage afforded the City and its officers, employees and agents as additional insured's will be primary to any coverage available to them and coverage shall include a waiver of subrogation in favor of the additional insureds. The City reserves the right to require Contractors to furnish certificates of insurance and/or certified copies of the original policies of all insurance required hereunder. The insurance requirements set forth herein are not intended to and shall not be construed to modify, limit or reduce the Contractors liability.

- **Workers Compensation and Employers Liability:**
 - Workers' Compensation: Statutory Limits
 - Employers Liability: \$500,000 Each Accident – Bodily Injury by Accident: \$500,000 Each Employee – Bodily Injury by Disease; and \$500,000 Policy Limit – Bodily Injury by Disease.
 - Other States Insurance, including Pennsylvania.
 - Include US Longshoremen & Harbor Workers' Coverage (where applicable)
- **General Liability Insurance:**
 - Limit of Liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability; \$1,000,000 personal and advertising injury; \$2,000,000 general aggregate and \$1,000,000 aggregate for products and completed operations. Provided, however, that the City may require higher limits of liability if, in the City's sole discretion, the potential risk so warrants.
 - Coverage: Premises operations; blanket contractual liability; personal injury liability; products and completed operations; independent Contractors; employees and volunteers as additional insured's; cross liability and broad form property damage (including completed operations); explosion, collapse and underground coverage; hostile fire pollution.
- **Automobile Liability Insurance:**
 - \$1,000,000 any one accident or loss for bodily injury (including death) and property damage liability.
 - Coverage: Owned, non-owned and hired vehicles.
- **Umbrella Liability:** Minimum limit of \$10,000,000 each occurrence when combined with types and amounts of coverages required under Employers Liability, General Liability Insurance, and Automobile Liability Insurance listed above.

- **Contractor's Pollution Liability Insurance:** May be required dependent upon the nature of the work.
- **Performance Bond:** May be required dependent upon the nature of the work.

All Certificates of Insurance must be addressed and submitted to:

Attention: Mr. Barry Scott,
Deputy Director of Finance
City of Philadelphia
Risk Management Division
One Parkway Building
1515 Arch Street, 14th Floor
Philadelphia, PA 19102
Phone: (215) 683-1710

City Services Cost Recovery

Prior, during and after a blasting operation, the City will provide specific services to the blaster and the community. The applicant is responsible for reimbursement of the City for any services provided in support of their project. While the scope of these services may vary based upon the nature of the project, the following services apply to all proposed projects utilizing explosives:

- **Police Department Vehicular Inspections and Escort:**
All vehicles transporting explosives within city limits are required to rendezvous with Philadelphia Police Department personnel upon arrival. Officers will conduct a documentation and safety check prior to escorting the transport vehicle to the project site. If explosives will be returned to a magazine or approved storage location that is not within the confines of the project site, a Police departure escort is also required.
- **Police Bomb Disposal Unit Site Detail:**
The Philadelphia Police Department requires that Bomb Disposal Unit officers be posted at the work site whenever explosives are present, whether loaded into a blast configuration or placed in storage.

The following public safety services may also be provided for a blasting operation based upon its scope:

- **Streets Department Sanitation Support:** Where an implosion's DIZ is anticipated to be significant, the Streets Department may supply supplemental street sweepers and flushers trucks to help expedite cleanup.
- **Public Health Air Management (PDPH-AMS) Monitoring:** Typical for building implosions, PDPH-AMS will conduct spot checks of third party-deployed monitoring equipment and approve dust remediation efforts by the clean-up Contractors.
- **Police Department Site Security:** Depending upon the project property size, location and scale of operations, non-district Police personnel will ensure the EZ, SZ, DIZ and other areas requiring exclusion are maintained at all times during blasting.
- **Licenses and Inspections (L&I) Teams:** Contingent on the density of the built environment around the project site, L&I may supply inspectors to quickly assess any damage to adjacent properties from fly rock or other debris.

- **City-owned Utility Emergency Repair Teams:** Based on the potential for ground shock or debris impact damage from the use of explosives, the Water Department and Philadelphia Gas Works will conduct pre and post blasting infrastructure inspections and may pre-position emergency repair crews during the operation in order to minimize any potential disruptions and to conduct prompt repairs. Damage to City utility infrastructure attributed to blasting operations will be referred as a claim to Risk Management for subrogation.
- **Community Evacuation and Sheltering:** Specific to building implosions, the blaster in coordination with public safety may determine that areas adjacent to the project site require temporary evacuation. OEM, in coordination with other City agencies will facilitate the transportation of evacuated residents and pets to a reception center, established within a nearby school until the blasting is complete. Additional services related to reception center operations includes feeding and standby emergency medical services.

The City is the sole evaluator for the necessity of supplemental services for a blasting operation.

Prior to the completion of the final operations plan and the issuance of an Operations Permit, the City will provide a City services and reimbursement license agreement outlining reimbursement requirements to the applicant based upon a detailed estimate of planned City services and corresponding costs. **An Operations Permit will not be issued until the City services and reimbursement license agreement has been executed.** Payment is required within 30 days of blasting completion.

6.0 OPERATIONS PERMIT ISSUANCE

An operations permit will be issued to the applicant when all the following conditions are met:

- All agencies approve the final version of the Operations and Dust Control Plan
- The applicant's certificates of insurance submissions are accepted
- The City services reimbursement and license agreement has been executed
- Community notifications have been completed satisfactorily
- The Fire Code Unit has issued a Permission to Blast letter

Note to Applicants: Operations permits are largely dependent upon the quality and comprehensiveness of the ODCP. Submitting a City-coordinated and finalized ODCP as early as possible will ensure prompt permit issuance. However due to the complexity involved in implosions, an operations permit may be issued up to a week prior to the planned start of work.

7.0 BLASTING PROCESS GUIDES

Blasting Operations Process Timeline

The following timeline outlines the functions, actions, and approvals for a blasting operations project from its initial application to completion. Primary responsibility is denoted with a ■ and secondary responsibility (review, coordination, monitoring, etc.) is denoted with a □. Implosion-specific actions are identified with an “(i)”. Note that some of the identified actions may be required for a non-implosion project based upon its scope.

While specific timeframes and agency actions may vary based upon the specific characteristics of the project, the applicant is reminded that the following actions are presented in critical-path format. The City will not advance review and approval of the operations permit application and ODCP if actions are not completed within the timeframes outlined and in sequential order. Some items must be approved by the reviewing agency prior to the associated due date of the Operations / Dust Control Plan in order to meet the timeline.

Timeframe	Action	Contractor	L&I	PPD	PFD	PDPH-AMS	OEM	Risk	Streets	Water
>3 months prior	Submit initial application, supporting documents, and fee	■								
Within >2 months prior	Notify OEM of permit application		■				□			
	Forward permit documentation			□	□		■	□		
	Determine Contractor's fitness to perform work			■	■					
	Conduct reference check				■					
	Notify agencies that permit application has been approved for further action		□	□	□	□	■	□	□	□
	Determine level of pre-event planning required and notify agencies as appropriate		□	□	□		■	□		
	Establish insurance, bonding and/or line of credit requirements						□	■		
	Complete safety perimeter analysis and finalize DIZ(i)	■		□	□	□	□	□		

BLASTING OPERATIONS GUIDELINES

	Action	Contractor	L&I	PPD	PFD	PDPH-AMS	OEM	Risk	Streets	Water
	Inspect for lead and asbestos(i) – <i>Submit initial AIR to PDPH</i>	■				□				
Within 6 weeks prior	Notify utilities through Committee of Highway Supervisors						□		■	
	Confirm that utilities have been capped or removed(i)		■							
	Coordinate Explosives Movement, Security, and Method of Blasting plan	■		□			□			
	Convene interagency planning meetings as necessary						■			
	Begin community awareness campaign	■					□			
	Review/evaluate certificate of insurance for compliance							■		
Within 4 weeks prior	Remove lead and asbestos(i) – <i>Submit post-abatement AIR to PDPH</i>	■				□				
	Air Monitoring Plan, Seismographic and Overpressure Monitoring Plan, and Clean-up Plan sections submitted for review and approval	■				□				
	Conduct site survey – <i>building survey documentation is required for demolition permit issuance</i>	■	□							
	Perform rodent abatement(i)	■								
	Plan safety closures and staffing needs			■	■		□		□	

	Action	Contractor	L&I	PPD	PFD	PDPH-AMS	OEM	Risk	Streets	Water
	Plan street cleaning equipment needs	<input type="checkbox"/>							■	
	Coordinate with Department of Aviation and FAA on airspace restrictions (i)						■			
	Determine PPE requirements; approve and verify additional PPE needs							■		
	Finalize Air Monitoring Plan, Seismographic and Overpressure Monitoring Plan, and Clean-up Plan sections	■				<input type="checkbox"/>				
	Finalize Operations/ Dust Control Plan	■	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Departments complete cost estimates		■	■	■	■	■	■	■	■
Within 1 week prior	Agencies approve final Operations/ Dust Control Plan		■	■	■	■	■	■	■	■
	Begin pre-blasting air monitoring(i) - <i>Timing must follow the approved Air Monitoring Plan</i>	■				<input type="checkbox"/>				
	Begin seismographic and air overpressure monitoring	■				<input type="checkbox"/>				
	City Services Reimbursement Agreement executed	■					<input type="checkbox"/>	<input type="checkbox"/>		
	Operations Permit and Permission to Blast issued		■		■					
	Educate public door to door in evacuated area	■								
	Purchase PPE as per Risk for City staff	■								

BLASTING OPERATIONS GUIDELINES

	Action	Contractor	L&I	PPD	PFD	PDPH-AMS	OEM	Risk	Streets	Water
	Provide escort for explosives transport			■						
	Provide security once explosives are on-site	■		□						
	Notify local hospitals(i)						■			
	Arrange emergency shelter at Reception Center if necessary(i)	□					■			
	Address pet-related issues (i)						■			
	Notify entities with affected HVAC systems of increase in dust levels	■								
	Submit information sheet circulated to public	■					□			
	Provide info sheet to 311						■			
	Submit outreach report	■					□			
	Protect park space from dust impact	■								
	Inspect underground infrastructure									■
Immediately Prior	Deploy CP-1						■			
	Take dust and asbestos samples	■				□				
	Verify air monitoring locations					■				
	Coordinate on-site public safety activities						■			
	Secure perimeter and close necessary roads			■						
	Locate emergency equipment and hose trucks in area				■					

	Action	Contractor	L&I	PPD	PFD	PDPH-AMS	OEM	Risk	Streets	Water
	Provide oversight of employee safety and loss prevention							■		
	Support evaluation of potential claims							■		
	Locate street cleaning equipment in area								■	
	Coordinate reception center for those evacuated						■			
After	Determine when the site is safe for clean-up and inspections to begin(i)	■								
	Oversee dust clean-up(i)	□				■			■	
	Review air monitoring results(i)					■				
	Control dust during clean-up and removal of debris	■			□	□			□	
	Notify city agencies of any incidents or damage	■						□		
	Reopen areas after all clear is announced			■						
	Maintain order			■						
	Provide emergency service if required				■					
	Hose down dust and debris pile(i)				■					
	Report incidents/claims to Risk Management	■						□		
	Hand spraying to wash down buildings(i)	■								
	Wet and sweep dust from public streets and facilities(i)	■							□	

BLASTING OPERATIONS GUIDELINES

	Action	Contractor	L&I	PPD	PFD	PDPH-AMS	OEM	Risk	Streets	Water
	Ensure proper management of water runoff from cleanup	■								<input type="checkbox"/>
	Inspect underground infrastructure									■
	Evaluate potential claims							■		
Within 30 days after	City services invoice sent to Contractor						■			
	Submit payment	■								

Building Implosion Operational Activities Checklist

Pre-demolition	
<input type="checkbox"/>	<p>Command Post One (CP1) will serve as the official command post for all blasting for building demolition activities</p> <ul style="list-style-type: none"> <input type="checkbox"/> CP1 will be situated in prescribed location by OEM staff at least two (2) hours before demolition <input type="checkbox"/> All operational agencies will check in with OEM at the Command Post at least one (1) hour before demolition <ul style="list-style-type: none"> o Radios and Personal Protective Equipment will be issued as needed
<input type="checkbox"/>	<p>Additional Contractor activities:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Beginning three (3) hours prior to the blasting: <ul style="list-style-type: none"> o Blasting Contractor will begin final wiring of the detonators o Blasting Contractor will recheck the final placement of the explosives charges o Blasting Contractor will recheck the positioning of the building cover <input type="checkbox"/> Beginning one (1) hour prior to blasting: <ul style="list-style-type: none"> o Blasting Contractor will recheck the circuitry of the primary detonator o Blasting Contractor will recheck the building cover o Blasting Contractor will perform a final walk-through of the building to make sure all equipment and personnel have been evacuated o Persons to be evacuated from adjacent buildings during the demolition will leave the premises
Countdown Procedure	
Beginning one (1) hour prior to the blasting, a countdown procedure will begin, involving all agency and Contractor representatives present at the command post. The following countdown procedure with appropriate changes will be implemented:	
<input type="checkbox"/>	D-1 Hour: Exclusion Zone boundaries completed and all workers excluded from the zone and cleared of all non-essential personnel
<input type="checkbox"/>	D-30 Minutes: Zone cleared of all non-Blasting Contractor personnel. Final wiring checks in the building to be carried out by Blasting Contractor- Additional check-in for all City staff
<input type="checkbox"/>	D-15 Minutes: Physical check made on the security of the zone boundaries
<input type="checkbox"/>	D-10 Minutes: Airspace to be cleared of all air traffic
<input type="checkbox"/>	D-5 Minutes: Warning comprising two (2), 2-second long signals from a command post siren. All police units will be contacted via radio
<input type="checkbox"/>	D-2 Minutes: Warning comprising two (2), 2-second long signals from a command post siren. All police units will be contacted via radio
<input type="checkbox"/>	D-1 Minute: Warning comprising one (1), 2-second long signal from a command post siren. All police units will be contacted via radio
<input type="checkbox"/>	D-30 Seconds: Final radio checks on perimeter security
<input type="checkbox"/>	<p>D-10 Seconds: Countdown over radio by blaster from command post. Audible (10,9,8,7,6) silent (5,4,3,2,1) Audible (Fire).</p> <p>Note: The reason for the final 5 seconds of radio silence is to enable Blasting Contractor to abort detonation in the event that a warning is received at the Command Post about a breach of safety</p>

BLASTING OPERATIONS GUIDELINES

<input type="checkbox"/>	D+4 Minutes: Check on debris pile and surrounding adjacent properties. Following this check one (1), 10-second long signal indicating “all clear” will be sounded -All police units will be contacted via radio
Post-demolition	
<input type="checkbox"/>	In the unlikely event portions of the structure fail to completely collapse during the blasting sequence, the Contractor shall have equipment on stand-by to alleviate any potential hazards and to assist in post blasting clean-up
<input type="checkbox"/>	Immediately after the building falls, City of Philadelphia Fire personnel will begin to wet down the debris pile at each building location in order to mitigate post-blasting dust
<input type="checkbox"/>	After the all clear is given a team composed of one representative from PDPH Air Management Services, Contractor and the Streets Department (Sanitation Division) will assess each area to determine the degree of dust impact and the cleanup procedure required
<input type="checkbox"/>	<p>General cleanup steps:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Individuals using hand sprayers will wash down buildings and roofs <input type="checkbox"/> After the buildings are sufficiently clean, the hand spraying should be directed toward washing the dust from the sidewalks into the street <input type="checkbox"/> After approval by PDPH Air Management Services (PDPH-AMS) that this work has been satisfactorily completed, the street flushers will lightly spray the street and the mechanical sweepers will follow <input type="checkbox"/> A heavier flushing will follow this, and the remaining material will be hand swept from the gutters and collected <input type="checkbox"/> The final clearance of the area will be given by PDPH-AMS and reported to the Command Post <input type="checkbox"/> As each subdivision is cleared, the Police will remove pedestrian and traffic restrictions-PPD will make final determination on when road openings should occur
<input type="checkbox"/>	Residents required to evacuate will be allowed back to their homes once the area has been inspected and adequately cleaned, safety issues have been mitigated, and PDPH-AMS and PPD authorize re-entry
<input type="checkbox"/>	Command Post will deactivate once all cleanup activities have ceased and all communications equipment has been collected

8.0 CITY AGENCY ROLES AND CONTACT INFORMATION

Agency Roles and Responsibilities

Department	Overview of Responsibilities
Office of Emergency Management (OEM)	<ul style="list-style-type: none"> ▪ Permitting and Planning <ul style="list-style-type: none"> ○ Ensure appropriate City and external agencies and organizations are notified ○ Coordinate planning process for all operations involving the use of explosives ○ Work with Contractor to conduct public outreach ▪ Day-of Operations <ul style="list-style-type: none"> ○ Deploy Command Post 1 for building demolitions using explosives ○ Coordinate day-of on scene operations for building demolitions using explosives
Finance/Risk Management	<ul style="list-style-type: none"> ▪ Permitting and Planning <ul style="list-style-type: none"> ○ Participate in planning process for operation ○ Establish insurance, bonding and/or line of credit requirements and evaluate certificates of insurance for compliance ○ Establish personal safety requirements for City employees and the public ▪ Day-of Operations <ul style="list-style-type: none"> ○ Oversight of employee safety & health and loss prevention efforts ○ Ensure appropriate personal protective equipment is provided to City employees and the public ○ Document and evaluate potential claims against the City
Fire (PFD)	<ul style="list-style-type: none"> ▪ Permitting and Planning <ul style="list-style-type: none"> ○ Participate in planning process for operation ○ Review and evaluate applicant's qualifications and methods and approve permit ▪ Day-of Operations <ul style="list-style-type: none"> ○ Deploy fire and paramedic equipment for day-of operations ○ Deploy snorkel equipment to wet rubble immediately after blasting for day-of operation
Law	<ul style="list-style-type: none"> ▪ Permitting and Planning <ul style="list-style-type: none"> ○ Determine if operation requires an agreement (or indemnification and release) with the City ○ Draft and negotiate agreements as necessary
Licenses and Inspections (L&I)	<ul style="list-style-type: none"> ▪ Permitting and Planning <ul style="list-style-type: none"> ○ Participate in planning process for operation ○ Coordination of permitting process for Operations Permit and Demolition Permit (when required) <ul style="list-style-type: none"> ▪ Receive permit application ▪ Collect documentation to support permit application and distribute to appropriate agencies ▪ Issue permit ▪ Day-of Operations <ul style="list-style-type: none"> ○ Inspect surrounding buildings post-blast
Police (PPD)	<ul style="list-style-type: none"> ▪ Permitting and Planning <ul style="list-style-type: none"> ○ Participate in planning process for operation

BLASTING OPERATIONS GUIDELINES

Department	Overview of Responsibilities
<p>Police (PPD)</p>	<ul style="list-style-type: none"> ○ Review and evaluate applicant's qualifications and methods and approve permit ○ Provide escorts for transport of explosives ▪ Day-of Operations <ul style="list-style-type: none"> ○ Ensure safe transport of explosives to work site ○ Ensure security of explosives at work site ○ Enforce perimeter to control crowds ○ Implement road closures, detour routes, and approve road openings
<p>Public Health (PDPH)</p>	<ul style="list-style-type: none"> ▪ Permitting and Planning <ul style="list-style-type: none"> ○ Participate in planning process for operation ○ Evaluate potential public health impacts for all blasting operations, with special attention to the effects of dust generated from the operation ○ Evaluate applicant's methods for controlling dust and approve permit ○ Approve Operations / Dust Control Plan ▪ Day-of Operations <ul style="list-style-type: none"> ○ Verify Contractor's dust and air monitoring locations, lead dust swipe location, and seismograph location ○ Oversee dust clean-up
<p>Managing Director's Office of Special Events</p>	<ul style="list-style-type: none"> ▪ Permitting And Planning <ul style="list-style-type: none"> ○ Participate in planning process for operation ○ Coordinate invoicing process for costs of City agencies
<p>Streets</p>	<ul style="list-style-type: none"> ▪ Permitting And Planning <ul style="list-style-type: none"> ○ Participate in planning process for operation ○ Notify utilities through Committee of Highway Supervisors ○ Provide street closure permits ○ Coordinate with PPD Traffic for road closures ▪ Day-of Operations <ul style="list-style-type: none"> ○ Provide for street cleaning and flushing, if required
<p>Mayor's Office of Transportation and Utilities</p>	<ul style="list-style-type: none"> ▪ Permitting And Planning <ul style="list-style-type: none"> ○ Participate in planning process for operation ○ Identify any conflicts with City construction projects
<p>Water</p>	<ul style="list-style-type: none"> ▪ Permitting And Planning <ul style="list-style-type: none"> ○ Participate in planning process for operation ○ Issue hydrant permit If appropriate ○ Review plans for water discharge ▪ Day-of Operations <ul style="list-style-type: none"> ○ Inspect underground water infrastructure before and after blasting ○ Work with Contractor to ensure proper management of water runoff from cleanup

Key Agency Points of Contact

Office of Emergency Management

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ATTACHMENTS

Attachment A: Blasting Operations Questionnaire

This questionnaire must be completed by the General Contractor and the Blaster-in-Charge and returned to the Philadelphia Department of Licenses and Inspections along with the initial Permit Application and supporting documentation.

General Contractor	
Name of General Contractor	
Company Address	
Office Phone #	
24/7 Phone Contact #	
Fax #	
Blasting Company Information	
Name of Blasting Company	
Company Address	
Phone #	
Fax #	
Blaster-in-Charge Information	
Name of Blaster-in-Charge	
Blaster's Address	

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Home Phone #	
Office Phone #	
Cell #	
Pennsylvania Blaster's License Number	
Expiration Date	
BATF User License Number	
Expiration Date	
Blaster Experience	
How many years have you worked in the blasting industry?	
In what capacity?	
How many years have you acted as a lead blaster?	
Have any of your blasting operations resulted in death or injury to a person(s)? (If yes, explain)	

Demolition of Structures by Explosives – Blaster Experience		
How many years have you acted as a lead blaster in the demolition of structures?		
List below all the demolition of structures using explosives conducted by you as a lead blaster in the past five years: (Use additional sheets if necessary)		
Date	Place	Type of Structure
Proposed Blasting Operation (A site diagram must be submitted with each blasting approval application.)		
Location		
Property Owner, Address and Phone Number *Please indicate if it is a public right-of-way		
Type of blasting (excavation, building demolition, etc.)		
Date and time of blasting operation		

BLASTING OPERATIONS GUIDELINES

Type and amount of explosives	
Date explosives will be on site	
Potential Street Closures	
Proposed Security Measures (must be verified through PPD)	
Type and location of storage magazine (if applicable)	
Name of explosives supplier	
Address of explosives supplier	
Phone number	
Proposed Blasting Operation - Demolition of Structure	
Previous use of structure(s)	
Type of construction of structure(s)	
Footprint dimensions of structure:	
Total square feet	
Number of stories	

Total height above grade (measured from lowest level)	
Does this structure contain any asbestos or lead? (Please attach Asbestos & Lead Inspection Report)	
Distance to Nearest Items of Concern	
Property (lot) line	
Public way (street)	
Subway or tunnel	
Waterway	
Rail line	

BLASTING OPERATIONS GUIDELINES

Bridge	
Other structure	

Attachment B: Operations and Dust Control Plan Template

The Operation/Dust Control Plan must include the following information:


- **Intent**
 - Summary and purpose of overall operation
- **Demolition Site**
 - Location of the building and the surrounding area
 - Include Site Map/Plan
- **Preliminary Work**
 - List any work done prior to operation that addresses
 - Asbestos mitigation
 - Lead mitigation
 - Utilities shut-off
- **Explosives Schedule**
 - Date and time explosives will arrive on site
- **Explosives Demolition Preparation**
 - Preparation and structural modification required to facilitate explosives-handling operations
 - Actions may include:
 - Wall removal
 - Exterior panel removal
 - Floor removal
 - Column modification
 - Building protection
 - Test blasting
- **Quantity and Type of Explosives**
- **Explosives Transportation**
 - List escort procedures and transportation route
 - Will be arranged with Philadelphia Police Department
- **Explosives Storage**
 - Type of on-site explosives storage
 - Will be determined after discussion with Philadelphia Police Department – Bomb Disposal
- **Loading Procedure**
 - Detailed description of times and location of the assembly of explosive charges
 - List the countdown and notification procedure
- **Initiation System/Sequence**
 - List in detail the initiation system and sequence for the blasting operation
- **Site Security and Safety**
 - List all site security efforts in this section
 - Provide a summary or attachment detailing site safety procedures for contracted personnel working on-site, including any training
- **Public Notice and Community Outreach**
 - Planned Meetings – As coordinated with OEM and the local councilperson
 - Information Packet – Information delivered to affected residents
 - Press Releases
 - Media – List any efforts made to contact the media
- **Public Boundaries**
 - Evacuation Zone (EZ)– The inner perimeter is recommended to extend at least one block from the blasting site in all directions (may vary based on scope of project and use of existing physical boundaries) around the demolition site where all residents and businesses will be asked to vacate until the post-operation cleaning is complete.

- Safety Zone (SZ) (or, Exclusion Zone)– the area around the demolition site where no unauthorized individuals will be allowed to gather outdoors. **Only persons in direct contact with the Incident Commander at the Command Post may be outdoors in this area.**
- Dust Impact Zone (DIZ) – The area around the blasting site most likely to be heavily impacted by the dust cloud, including the EZ, where no vehicular or pedestrian traffic will be permitted. Building occupants not evacuated within this zone will be asked to remain in their buildings, until the post-blasting cleaning is completed (shelter-in-place). **Only persons in direct contact with the Incident Commander at the Command Post may be in this area.** This area will be determined by the Blasting Contractor, General Contractor in coordination with the Philadelphia Department of Public Health.
- **Evacuation/Operations Plan**
 - Outline all Evacuation and Operation issues to include the examples that follow:
 - Evacuation procedures for the affected area that fall within the EZ.
 - FAA Flight restriction – The Philadelphia Office of the Federal Aviation Administration will be contacted by a representative from OEM to restrict the airspace over the site. This request is made to:
 - Prevent static electricity generated by helicopter blades or aircraft engines from affecting the safety of ground personnel.
 - Ensure the safety of any aircraft near the demolition site that may be distracted by the demolition or flying debris.
 - Prevent the post demolition dust from being stirred by helicopter prop wash.
 - The Fire Department will be on stand-by to handle any emergencies during and after the demolition. If necessary utility companies will have field personnel on site to inspect the conditions of the surrounding utility service lines after the operation. All utility lines servicing the building to be demolished must be disconnected and capped.
 - No one will be allowed back in the area until the following items have been completed:
 - Demolition is over –OEM (Command Post) will issue an “all clear” signal
 - Utility companies have completed inspection of surrounding utility lines.
 - Police and Fire Departments are satisfied that the area is safe.
 - Streets, sidewalks and buildings have been adequately cleaned (with approval from the health department).
- **Seismographic Monitoring**
 - Outline the Contractor’s coordination efforts for pre and post blast inspections of adjacent properties and a plan for monitoring and recording of ground vibration, and air overpressure generated by the demolition using seismic and other types of monitoring equipment.
- **Air Quality and Dust Control**
 - The concept and methodology of the Air Monitoring Plan will be determined by the Contractor and the Philadelphia Department of Public Health, Air Management Services.
 - Air monitoring will take place pre-operation, during operation and post operation.
 - Dust masks and protective eyewear will be distributed to anyone working in the EZ and DIZ.
 - The type of masks and protective eyewear will be determined by the Office of the Director of Finance, Risk Management Division
 - Procedures for mask distribution will be listed in this section.
- **Adjacent Property Protection and Notification**
 - List all techniques used to protect adjacent properties from displaced material (other than wind-blown particles and dust).
- **Protecting Ventilation Systems**
 - List the steps taken to ensure all affected residents and businesses HVAC systems are properly protected.
- **Post Blasting Sweeping/Cleaning Plan**
 - Information included in this section should include:
 - Participants – Who will be involved in the cleanup effort

- Subdivisions – Cleanup zones identified
- Assessment – address the area affected by dust after the operation. PDPH and the Streets Department will make this determination.
- Cleanup Priorities – List the streets or areas that need to be cleaned immediately to facilitate road openings, resident return, etc.
- Cleanup Procedures – Who, what, when, where
- **Pre/Post Blasting Rubble and Debris Removal**
 - List all efforts for cleanup and disposal of debris.

Attachment C: Application for an Operations Permit

Note: Insurance Requirements in Section 5.0 shall supercede the insurance requirements listed on this form.

	CITY OF PHILADELPHIA DEPARTMENT OF LICENSES AND INSPECTIONS		
	APPLICATION FOR OPERATIONS PERMIT		
FEE: \$ 75.00 - HOT WORKS, SALE OF FIREWORKS, USE OF EXPLOSIVES \$ 300.00 - FIREWORKS DISPLAY			
PROJECT ADDRESS		LOCATION; FLOOR / LEVEL	PERMIT NO.
PRINCIPAL OCCUPANCY / BUSINESS NAME			
PROPERTY OWNER		OWNER'S ADDRESS	
OWNER'S PHONE NO.		OWNER'S E-MAIL ADDRESS	
APPLICANT'S NAME		APPLICANT'S ADDRESS	
APPLICANT'S PHONE NO.		APPLICANT'S E-MAIL ADDRESS	
CONTRACTORS BUSINESS LICENSE NO.		HANSEN I. D. NO.	HANSEN CONTACT NO.
COMPLETE THE SECTION BELOW FOR HOT WORK AND SALE OF FIREWORKS ONLY			
<input type="checkbox"/> YEARLY PERMIT <input type="checkbox"/> TEMPORARY PERMIT IF TEMPORARY, PROVIDE DATES >		DATE WORK BEGINS	DATE WORK ENDS
\$ 75.00 PERMIT FEE FOR:			
<input type="checkbox"/> HOT WORKS	<input type="checkbox"/> GAS <input type="checkbox"/> ELECTRIC TYPE: <input type="checkbox"/> WELDING <input type="checkbox"/> CUTTING <input type="checkbox"/> GRINDING <input type="checkbox"/> TORCH WORK		
<input type="checkbox"/> SALE OF FIREWORKS	(LOCATION MUST BE ZONED FOR SALE OF GENERAL MERCHANDISE. TENT SALES ARE NOT PERMITTED) PERMIT NOT REQUIRED FOR SPARKLING DEVICES, PARTY POPPERS, NOVELTIES, ETC.		
<input type="checkbox"/> USE OF EXPLOSIVES	(SEE SECTION - F-3301.1 FOR ADDITIONAL REQUIREMENTS. PHILADELPHIA FIRE DEPARTMENT APPROVAL IS REQUIRED)		
\$ 300.00 PERMIT FEE			
<input type="checkbox"/> FIREWORKS DISPLAY		REQUIRES PREAPPROVAL FROM THE PHILADELPHIA FIRE DEPARTMENT	
PLEASE READ THE FOLLOWING SECTION AND SIGN WHERE INDICATED			
A PERMIT SHALL BECOME INVALID, IF THE AUTHORIZED WORK IS NOT COMMENCED WITHIN 6 MONTHS AFTER ISSUANCE OF THE PERMIT, OR IF THE AUTHORIZED WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF 6			
THE PERMITTEE ACCEPTS FULL RESPONSIBILITY FOR COMPLIANCE WITH ALL OF THE APPLICABLE PHILADELPHIA CODES INCLUDING BUT NOT LIMITED TO FIRE AND ADMINISTRATIVE.			
THE PERMITTEE, OTHER THAN THE OWNER, HAS THE RESPONSIBILITY OF SECURING THE OWNER'S PERMISSION PRIOR TO THE START OF WORK. APPROVAL, THE PERMIT IS SUBJECT TO REVOCATION.			
A COPY OF YOUR CERTIFICATE OF LIABILITY INSURANCE SHOWING GENERAL LIABILITY IN AN AMOUNT NO LESS THAN \$1,000,000.00 WITH THE CITY OF PHILADELPHIA INDICATED AS AN ADDITIONAL INSURED MUST BE SUBMITTED WITH THIS APPLICATION.			
I CERTIFY THAT THE INFORMATION PROVIDED IN THIS APPLICATION IS CORRECT. I AGREE TO COMPLY WITH ALL CITY ORDINANCES AND STATE LAWS RELATING TO BUILDING CONSTRUCTION, AND HEREBY AUTHORIZE REPRESENTATIVES OF THE CITY TO ENTER UPON THE ABOVE-MENTIONED PROPERTY FOR INSPECTION PURPOSES. THIS PERMIT DOES NOT AUTHORIZE OR PERMIT ANY VIOLATION OR FAILURE TO COMPLY WITH ANY APPLICABLE LAW. FURTHERMORE, NEITHER THE CITY OF PHILADELPHIA NOR ANY BOARD, DEPARTMENT OFFICER, OR EMPLOYEE THEREOF, MAKE ANY WARRENT, NOR SHALL BE RESPONSIBLE FOR THE PERFORMANCE OR RESULTS OF ANY WORK DESCRIBED HEREIN, NOR THE CONDITION OF THE PROPERTY NOR THE SOIL UPON WHICH SUCH WORK IS PERFORMED.			
APPLICANT IS: <input type="checkbox"/> OWNER <input type="checkbox"/> P.E. <input type="checkbox"/> CONTRACTOR <input type="checkbox"/> LICENSED INSTALLER <input type="checkbox"/> AGENT			
SIGNATURE OF APPLICANT: _____ DATE: _____			
PLEASE FILL OUT A SEPARATE APPLICATION FOR EACH TYPE OF PERMIT YOU ARE REQUESTING			
PLEASE RETURN THE COMPLETED APPLICATION TO DEPARTMENT OF LICENSES AND INSPECTIONS PERMIT SERVICES DIVISION 1401 JOHN F KENNEDY BLVD., CONCOURSE LEVEL PHILADELPHIA, PA 19102			

Attachment D: Application for Street Closure Permit

EQUIPMENT PLACEMENT				CITY OF PHILADELPHIA STREETS DEPARTMENT HIGHWAYS RIGHT OF WAY UNIT 940 MUNICIPAL SERVICES BUILDING 1401 JOHN F. KENNEDY BOULEVARD PHILADELPHIA, PA 19102-1676 (215) 686-5501 PHONE (215) 686-5062 FAX				*ADDITIONAL DUMPSTER INFORMATION REQUIRED			
APPLICATION FOR STREET CLOSURE								HAULER NAME:			
<input type="checkbox"/> NEW PERMIT <input type="checkbox"/> EXTEND EXISTING PERMIT PERMIT # _____								CONSTR. DUMPSTER LICENSE:			
APPLICANT INFORMATION											
APPLICANT		COMPANY (IF APPLICABLE)		ADDRESS		CITY		STATE		ZIP CODE	
PHILADELPHIA TAX ID. NUMBER	PHONE () ()	FAX () ()	ALTERNATE () ()		PAGER <input type="checkbox"/> PAGER <input type="checkbox"/> CELLULAR		PIN #				
APPLICATIONS MUST BE FAXED TO THE RIGHT OF WAY UNIT AT 215-686-5062 AT LEAST 10 BUSINESS DAYS BEFORE START DATE											
ON STREET / ADDRESS		FROM STREET		TO STREET		START DATE / /		END DATE / /			
AM PM		AM PM		AM PM		AM PM		AM PM			
DETAILED LOCATION INFORMATION											
<input type="checkbox"/> PARTIAL SIDEWALK CLOSURE SIDEWALK CLOSURE LENGTH REQUESTED: _____ FT.				<input type="checkbox"/> PARTIAL STREET CLOSURE NO. LANES REQUESTED: _____ CLOSURE LENGTH REQUESTED: _____ FT.							
<input type="checkbox"/> FULL SIDEWALK CLOSURE				<input type="checkbox"/> FULL STREET CLOSURE PARKING METER NUMBERS: _____							
Indicate North Arrow											
PURPOSE OF CLOSURE				<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <input type="checkbox"/> BOOM OR LIFT (NOT CRANES) <input type="checkbox"/> CONSTRUCTION FENCE <input type="checkbox"/> CONSTRUCTION TRAILER <input type="checkbox"/> DEMOLITION * <input type="checkbox"/> EQUIPMENT DELIVERY <input type="checkbox"/> FAÇADE RESTORATION * <input type="checkbox"/> FOOTWAY RESTORATION * <input type="checkbox"/> PROMOTIONAL DISPLAY <input type="checkbox"/> ROLL-OFF DUMPSTER (FILL OUT DUMPSTER INFO IN UPPER RIGHT CORNER *) <input type="checkbox"/> SCAFFOLDING <input type="checkbox"/> SHELTER PLATFORM * <input type="checkbox"/> TEMPORARY LOADING ZONE <input type="checkbox"/> OTHER _____ </div> <div style="width: 45%;"> <input type="checkbox"/> TEMPORARY NO PARKING <input type="checkbox"/> WINDOW WASHING </div> </div>							
* ATTACH COPY OF BUILDING PERMIT (L&I) OR CURB / FOOTWAY PERMIT (HIGHWAYS)				<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> </div> <div style="width: 45%;"> </div> </div>							

ROW-EQ-1 (Rev. 8/2008)

Attachment E: Fire Hydrant Permitting Procedure

OVERVIEW

Fire Hydrants are for fighting fires. They are designed to provide a large flow of water at a high pressure. Their design makes them inappropriate for almost all other uses. Open fire hydrants can place large stresses on the water supply system and provide a near direct access to the City's water mains. Contaminants that are introduced into a fire hydrant can be spread quickly through a wide area. Unauthorized use has caused localized water pressure and City-wide emergencies. In addition, operation of fire hydrants by persons other than trained fire fighters and Water Department personnel can cause damage to the hydrant leaving hydrants disabled and unavailable for fighting fires.

In an effort to control unauthorized use and its consequences, the Water Department has an ongoing program of installing Center Compression Locks (CCL) on hydrants. These locks require the use of a unique key that is not readily available to the general public. The long-term goal of the Water Department is to lock all public hydrants in the City. However, the PWD recognized that, with proper instruction, certain hydrant uses provide a sufficient public benefit where the risks are outweighed by the benefits, and when no other water source is available. Certain uses of fire hydrants are expressly prohibited, including, but not limited to, cleaning streets, recreational activities and potable use. Permit applicants who require access to a locked hydrant may qualify to receive a CCL key subject to the Water Department's review and approval.

Fire Hydrant permits can be obtained through the Department of Licenses and Inspection. The permit office is located in the Concourse level of the Municipal Services Building at 15th and Arch Streets. The applicant can obtain a permit in one visit to the office and it takes approximately 15 minutes. The following procedure will detail the steps required for proper completion of the application process.

PROCEDURE

1. Evaluate site. Identify the address of the worksite, distance from the fire hydrant to point of use of water, proposed use of the fire hydrant and reason(s) why existing water connections cannot be used. Estimate quantity of water required. Identify backflow prevention device and size.
2. Go to the L&I Department's permit and zoning desk in the Concourse level of the Municipal Services Building at 15th and Arch Streets. Ask to apply for a permit for the Temporary Use of a City Hydrant. The applicant will be directed to one of two permit clerks who work at L&I's Plumbing Unit.
3. Fill in the information on the Permit Application for Temporary use of a City Hydrant with the assistance of the clerk. Photo ID required at time of application.
4. The applicant will be required to show proof of having an approved backflow prevention device.
5. The information will be entered into the computer and a receipt will be given to the applicant.
6. The applicant takes the receipt to the Cashier's window and pays the applicable fee, at which point the receipt will be marked to show payment by the Cashier. A City agency will be issued a no-fee permit, a company under contract to the City, can receive a no-fee permit, by showing proof of that contract at time of application.
7. The applicant will return to the clerk and have the permit validated. The permit will not be valid if the applicant does not return to the Plumbing Unit for validation.
8. After payment and validation, the permit holder will receive a copy of the regulations, hydrant operation procedures and instructions for completing the Hydrant Operation Report.

BLASTING OPERATIONS GUIDELINES

9. The permit holder is responsible for proper operation of the Fire Hydrant. Any violation of the permit requirements will result in revocation of the permit.

Sample of information included in completed permit:

```
*****
***          <<< PERMIT >>>          ***
***** CITY OF PHILADELPHIA - WATER DEPARTMENT *****
*****

PERMIT NUMBER:                               DATE ISSUED:
-----

LOCATION:
-----

PLUMBER:                               LIC#          PHONE#S:
-----                               F)8 æÉ²          A x
-----

APPLICANT:                               - -
-----

COMMENTS:
-----

PERMIT ITEMS:                               ** HYDRANT PERMIT **
VALID FROM:05/06/09 TO: 05/13/09          PURPOSE:
* - Account has a violation notice          TOTAL PERMIT COST:
----- APPLICANT COPY -----
***** NOTE: *****

THIS PERMIT IS FOR THE USE OF NON-POTABLE WATER. DO NOT USE WATER FROM THIS
HYDRANT FOR DRINKING PURPOSES OR FOOD PREPARATION. FIRE HYDRANTS ARE NOT
APPROVED SANITARY DRINKING WATER OUTLETS AND ARE HIGHLY SUBJECT TO
CONTAMINATION

*****
```

Attachment F: Sample City Service Reimbursement Agreement

CITY SERVICES REIMBURSEMENT AGREEMENT

THIS AGREEMENT (the "Agreement"), made as of this day of
DATE by and between THE CITY OF PHILADELPHIA, acting by and through the Managing
Director's Office (the "City") and the OWNER, TYPE OF OWNER, with its principal place of
business at LOCATION ("OWNER".)

BACKGROUND:

A. OWNER desires to perform an implosion (the "Implosion") of the
property located at LOCATION (the "Premises") on DATE

B. OWNER submitted applications for the Implosion (the "Application(s)") to
theCity. The Applications are incorporated herein by reference and made a part
hereof collectively.

D. OWNER has requested the assistance of the City while performing the
Implosion on the Premises through the provision of City services and/or support, including, but
not limited to, those of the Police, Streets, and Fire, and Public Property Departments.

E. The City has agreed to provide OWNER with the services set forth in
this Agreement in pursuing the performance of the Implosion under those certain terms and
conditions set forth in this Agreement.

NOW THEREFORE, it is mutually covenanted and agreed by and between the
parties hereto as follows:

1. Incorporation of Background.

The Background is incorporated by reference herein.

2. Scope of Agreement.

The City shall provide OWNER with City support and the services set forth in this
Agreement in pursuing the performance of the Implosion pursuant to the terms and conditions set
forth in this Agreement.

3. Term.

The term of this Agreement shall begin at TIME and end at
TIME, eastern time, unless sooner terminated or extended by the City in accordance with the
terms of this Agreement (the "Term").

September 4, 2014

4. City Entry on the Premises.

The City, or persons authorized by the City, shall have the right to enter the Premises or any part(s) thereof, at any time during the Term, for any or no reason.

5. OWNER's Representation and Warranties.

In exercising its rights hereunder, OWNER warrants and represents the following:

- a. that it will not use, or allow any party to use or occupy the Premises, for any unlawful purpose or in violation of any Applicable Law; that it will use, or cause the Premises to be used, in compliance with all rules, regulations and guidelines as the City, including any of its agencies, boards or commissions has established, or may establish during the Term;
- b. that its use of the Premises, shall at all times be reasonable and responsible, and that OWNER will take all reasonable safety and fire prevention precautions; and
- c. that its operations and the operations of its contractors, subcontractors, employees and licensees will in no way impede, affect or restrict the passage of any security or emergency personnel and/or vehicles, including police, fire, safety and public service personnel and vehicles.

6. Insurance.

Unless otherwise approved by the City's Risk Manager in writing, OWNER shall cause all contractors, at their sole cost and expense, to procure and maintain in full force and effect the types and minimum limits of insurance specified below. All insurance shall be procured from reputable insurers authorized to do business in the Commonwealth of Pennsylvania and/or acceptable to the City. All insurance required hereunder shall be written on an "occurrence" basis and not a "claims-made" basis. In no event shall work be performed until the required evidence of insurance has been furnished by all parties.

All insurance certificates shall specifically indicate that the coverage provided is for demolition and/or blasting work. The City of Philadelphia, its officers, employees and agents are to be named as additional insureds on all policies required herein except the Workers Compensation and Employers Liability policy(ies). Also, an endorsement is required stating that the coverage afforded the City and its officers, employees and agents as additional insured's will be primary to any coverage available to them and coverage shall include a waiver of subrogation in favor of the additional insureds. The City reserves the right to require contractors to furnish certified copies of the original policies of all insurance required hereunder. The insurance requirements set forth herein are not intended to and shall not be construed to modify, limit or reduce the contractor's liability.

- (a) Workers Compensation and Employers Liability:

- (1) Workers' Compensation: Statutory Limits

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(2) Employers Liability: \$500,000 Each Accident – Bodily Injury by Accident; \$500,000 Each Employee – Bodily Injury by Disease; and \$500,000 Policy Limit – Bodily Injury by Disease.

(3) Other States Insurance, including Pennsylvania.

(4) Include US Longshoremen & Harbor Workers' Coverage (where applicable)

(b) General Liability Insurance:

(1) Limit of Liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability; \$1,000,000 personal and advertising injury; \$2,000,000 general aggregate and \$1,000,000 aggregate for products and completed operations. Provided, however, that the City may require higher limits of liability if, in the City's sole discretion, the potential risk so warrants.

(2) Coverage: Premises operations; blanket contractual liability; personal injury liability; products and completed operations; independent contractors; employees and volunteers as additional insured's; cross liability and broad form property damage (including completed operations); explosion, collapse and underground coverage; hostile fire pollution.

(c) Automobile Liability Insurance:

(1) \$1,000,000 any one accident or loss for bodily injury (including death) and property damage liability.

(2) Coverage: Owned, non-owned and hired vehicles.

(d) Umbrella Liability: Minimum limit of \$10,000,000 each occurrence when combined with types and amounts of coverages required under (a), (b) and (c) above.

Certificates of insurance evidencing the required coverage must be addressed and submitted to the following address at least ten (10) days prior to starting any demolition and/or blasting work:

Attention: Mr. Barry Scott,
Deputy Director of Finance
City of Philadelphia
Risk Management Division
One Parkway Building
1515 Arch Street, 14th Floor
Philadelphia, PA 19102
Phone: (215) 683-1710

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7. Indemnification and Release.

a. OWNER shall indemnify, defend and hold harmless the City, its officers, employees and agents, from and against any and all losses, costs (including, but not limited to, litigation and settlement costs and counsel fees), claims, suits, actions, damages, liability and expenses, occasioned wholly or in part by OWNER's act or omission or negligence or fault or the act or omission or negligence or fault of OWNER's agents, subcontractors, suppliers, employees or servants in connection with this Agreement, including, without limitation, 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 pay such subcontractors and suppliers, and any breach of this Agreement.

b. In consideration of the City's support to OWNER in performing the Implosion, OWNER shall, and shall cause its agents, employees, invitees and guests to, remise, quitclaim, release and forever discharge the City from any claims and demands arising from performing the Implosion. OWNER voluntarily assumes all risk of loss, damage or injury, including death, that may be sustained by OWNER and its agents or invitees while in, on or about the Premises.

8. Effects of City Approval.

Review, approval or acceptance by any one City agency, under this Agreement, shall not be construed to constitute approval otherwise required by any other City agencies, departments, boards and/or commissions in connection with any and all work or alteration performed under or pursuant to this Agreement, including, without limitation, construction, health, safety, welfare, employment, traffic and zoning. Review or approval by the City with respect to any matter under this Agreement or in any way related to any part of the Premises, shall not constitute any representation, warranty or guaranty by the City as to the substance or quality of the reviewed or approved matter. No person may rely in any way on such review or approval and at all times, OWNER must use its own independent judgment as to the accuracy and quality of all matters including all work performed in relation to this Agreement and/or the Premises.

9. Applicable Laws: City Permits and Licenses.

a. OWNER shall comply with the following all of which are referred to as the "Applicable Law(s)": all present and future Federal, state, City and local laws, statutes and ordinances (including, but not limited to, all environmental laws, The Fair Practices Ordinance, The Philadelphia Code, Chapter 9-1100) and the applicable rules, methods, regulations of all governmental boards, bureaus, offices and commissions, and other agencies applicable to OWNER, the Premises, the access, use and occupancy of the Premises, and the exercise of any rights or the performance of any obligations under this Agreement, including, without limitation, those laws, statutes, rules and regulations applicable to the environment, copyright and intellectual property, labor, occupational safety, health and welfare.

b. Prior to the commencement of the Agreement, OWNER shall have secured all licenses and permits that may be required for the exercise of any right granted under this Agreement, including, but not limited to: (i) obtaining access to the Premises, and any utility connections situate thereon; (ii) the alteration of the Premises (and/or any other City owned or controlled

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property); and (iii) all permits and licenses authorizing any use, alteration or closure of any part of the Premises, and any other City owned or controlled property or area, including roads, roadways, streets, sidewalks, curbs or ramps, the alteration of existing City traffic routes or patterns and the alteration of any City signage, including traffic signals and road signs. All City licenses and permits required to be obtained by OWNER under this Paragraph shall be collectively referred to herein as the "City License(s) and Permit(s)".

c. OWNER shall comply with all City License(s) and Permit(s). Without limiting the generality of any other provision of this Agreement, OWNER's failure to obtain and/or comply with the terms of any City License or Permit shall be deemed a breach of this Agreement and the City may exercise all appropriate rights and remedies including the termination of this Agreement provided, however, that the City shall first give OWNER notice of said breach and permit OWNER to cure such breach within twenty four (24) hours, unless immediate action is required to avoid property damage or remedy an unsafe condition.

10. Security and Other Services to be Provided by OWNER.

OWNER shall provide, or cause to be provided, all security, including all necessary security personnel required to adequately protect and secure the Premises. The City is not, by the terms of this Agreement, required to provide any protection or security to OWNER, the Premises and/or any person related to OWNER or the Implosion and/or any property related to any of the foregoing. Notwithstanding the foregoing the City will provide Police services for the purpose of traffic and crowd control.

11. OWNER's Obligation to Pay for City Services and Materials.

a. OWNER is responsible for all expenses incurred by the City in relation to the performance of the Implosion at the Premises, or the exercise by OWNER of any right under this Agreement; this responsibility includes OWNER's obligation to pay the City for all personnel (including overtime costs), services, equipment and materials, if any, provided by the City, in connection with the performance of the Implosion. The estimated costs and services are as set forth in **Exhibit "A"**, a copy of which is attached hereto and made a part hereof.

b. The City shall provide OWNER with an invoice for all non public-safety costs and expenses, i.e., non-Police and Fire related services, incurred by the City during the Term (or applicable in relation to the performance of the Implosion at the Premises, or the exercise by OWNER of any right under this Agreement), including expenses for personnel, services, equipment and materials, if any, provided by the City in connection with the performance of the Implosion or this Agreement (the "Non-Public Safety Invoice(s)").

c. Payment under the Non-Public Safety Invoice shall be delivered to the Office of the Managing Director via a certified bank check or cashier's check, made payable to the "City of Philadelphia". The City's failure to provide or prepare a Non-Public Safety Invoice in accordance with this Paragraph 11 shall not impact, limit or affect OWNER's obligation to make payment to the City under the Non-Public Safety Invoice.

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d. The City shall provide OWNER with an invoice for all public-safety costs and expenses, i.e., non-Police and Fire related services, incurred by the City during the Term (or applicable in relation to the performance of the Implosion at the Premises, or the exercise by OWNER of any right under this Agreement), including expenses for personnel, services, equipment and materials, if any, provided by the City in connection with the performance of the Implosion or this Agreement (the "Public Safety Invoice(s)").

e. Payment under the Public Safety Invoice shall be delivered to the Office of the Managing Director a certified bank check or cashier's check, made payable to the "City of Philadelphia", in the amount owing to the City as indicated by the Public Safety Invoice. The City's failure to provide or prepare a Public Safety Invoice in accordance with this Paragraph 11 shall not impact, limit or affect OWNER's obligation to make payment to the City under the Public Safety Invoice.

12. Utilities.

OWNER will not access, utilize, or in any way connect any item, including, but not limited to, any utility wires or lines, to any utility service lines situate on any part of the Premises, without the prior written approval of the Commissioner of Public Property, any such connection must be supervised by the Commissioner or his designee, and must be performed by a duly licensed electrician. Upon request, the City shall provide electrical drops. OWNER shall bear all costs for its utility usage during the Term of the Agreement.

13. Nondiscrimination.

a. This Agreement is entered into under the terms of the Philadelphia Home Rule Charter and in its performance OWNER shall not discriminate against any person because of race, color, religion, sex or national origin. In the event of such discrimination, the City may immediately terminate this Agreement.

b. In accordance with Chapter 17-400 of The Philadelphia Code, OWNER 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 of race, color, sex, sexual orientation, religion, national origin or ancestry, constitutes, without limiting the generality of any other provision of this Agreement, a substantial breach of this Agreement entitling the City to all rights and remedies provided in this Agreement or otherwise available in law or equity.

c. OWNER 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 this Agreement.

d. OWNER further agrees to cooperate with the Commission on Human Relations of the City of Philadelphia in any manner which the said Commission deems reasonable and necessary for the Commission to carry out its responsibilities under Chapter 17-400 of The Philadelphia

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Code. Failure to so cooperate shall constitute a substantial breach of this Agreement entitling the City to all rights and remedies provided herein or otherwise available in law or equity.

e. OWNER agrees, in exercising its rights under this Agreement, to 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 they may be amended from time to time, both of which prohibit, inter alia, discrimination against persons with AIDS in employment and services.

f. OWNER shall comply with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d - 2000d.7), 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.

g. OWNER understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in the Agreement or from activities or services provided under the Agreement. As a condition of accepting and executing the Agreement, OWNER shall comply with all provisions of the Americans With Disabilities Act (the "Act"), 42

U.S.C. §§12101 - 12213, and all regulations promulgated thereunder, as the Act and regulations may be amended from time to time, which are applicable (a) to OWNER, (b) to the benefits, services, activities, facilities and programs provided in connection with the Agreement, (c) to the City, or the Commonwealth of Pennsylvania, and (d) to the benefits, services, activities, facilities and programs of the City or of the Commonwealth, and, if any funds under the Agreement are provided by the federal government, which are applicable to the federal government and its benefits, services, activities, facilities and programs. Without limiting the applicability of the preceding sentence, OWNER shall comply with the "General Prohibitions Against Discrimination,"

28 C.F.R. Part 35.130, and all other regulations promulgated under Title II of "The Americans With Disabilities Act," as they may be amended from time to time, which are applicable to the benefits, services, facilities, programs and activities provided by the City through contracts with outside contractors.

14. The City's Rights and Remedies upon OWNER's Breach of Agreement.

Without limiting any other provision of this Agreement, if, in the reasonable judgment of the City's Managing Director, or his designee, or the Commissioner of Public Property, or her designee, OWNER has failed or fails to comply with any term, condition or provision of this Agreement, the City shall have the right, to treat such failure as a substantial and material breach of this Agreement and to exercise all appropriate rights and remedies at law, including the termination of this Agreement. Upon the City's termination of this Agreement, OWNER shall immediately cease all activities in and on the Premises and shall have no rights under this Agreement. The City may, for the material breach of any of the terms of this Agreement, terminate this Agreement upon notice in writing to OWNER, provided, however, that the City shall first give OWNER notice of said material breach and permit OWNER to cure such breach within a reasonable time, unless immediate action is required to avoid property damage or

remedy an
DATE

unsafe condition. The City may immediately terminate this Agreement and remove OWNER from the subject Premises in the event that OWNER commits a felony on the Premises.

15. Notices.

Any notice or request pursuant to this Agreement shall be made in writing and delivered by United States mail, postage prepaid, or by hand delivery with receipt obtained, addressed as follows:

If intended for the City:

The City of Philadelphia
Office of the Managing Director
14th Floor Municipal Services Building
Philadelphia, Pennsylvania 19102
Attention: Managing Director

With copies to:

Office of the City Solicitor
1515 Arch Street, 17th Floor
Philadelphia, Pennsylvania 19102
Attention: Intellectual Property Unit

If intended for OWNER:

ADDRESS

or at such other address which the City or OWNER shall have designated by notice given in accordance with this Paragraph 17.

16. OWNER's Certificate of Non-Indebtedness.

OWNER and any entities under common control with OWNER or controlled by OWNER are not currently indebted to the City, and will not at any time during the Term of the Agreement (including any additional term(s)) 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), water bills, sewer bills, liens, judgments, fees or other debts for which no written agreement or payment plan satisfactory to the City has been established. OWNER shall remain current during the Term of the Agreement with all such payments and shall inform the Office of the Managing Director in writing of OWNER's receipt of any notices of delinquent payments within five (5) days after receipt. In addition to any other rights or remedies available to the City at law or in equity, OWNER acknowledges that any breach or failure to conform to this representation and covenant may, at the option of the City, result in the termination of the Agreement for default (in which case OWNER shall be liable for all excess costs and other damages resulting from the

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termination). In addition, it is understood that false certification or representation is subject to prosecution under Title 18 Pa.C.S.A. § 4904.

17. Consent to Jurisdiction.

The parties hereto hereby consent to the exclusive jurisdiction of the Court of Common Pleas of Philadelphia and/or the United States District Court for the Eastern District of Pennsylvania in any and all actions or proceedings arising under this Agreement or pursuant hereto, and irrevocably agree to service of process by certified mail, return receipt requested, to their addresses set forth in Paragraph 15.

18. Governing Law.

This Agreement and all disputes arising under the Agreement shall be governed, construed and decided in accordance with the laws of the Commonwealth of Pennsylvania.

19. Survival.

Any and all provisions or terms set forth in this Agreement which, by its or their own nature, would reasonably be expected to be complied with or performed after the expiration or earlier termination of this Agreement, shall survive and be enforceable after the expiration or earlier termination of this Agreement. Any and all liabilities, actual or contingent, which shall have arisen in connection with this Agreement, shall survive the expiration or earlier termination of this Agreement.

20. Northern Ireland Provision.

a. In accordance with Section 17-104 of The Philadelphia Code, OWNER by execution of this Agreement certifies and represents that (i) OWNER (including any parent company, subsidiary, exclusive distributor or company affiliated with OWNER) does not have, and will not have at any time during the Term of this Agreement (including any extensions thereof), any investments, licenses, franchises, management agreements or operations in Northern Ireland and (ii) no product to be provided to the City under this Agreement will originate in Northern Ireland, unless OWNER has implemented the fair employment principles embodied in the MacBride Principles.

b. In the performance of this Agreement, OWNER agrees that it will not utilize any suppliers, subcontractors or subconsultants at any tier (i) who have (or whose parent, subsidiary, exclusive distributor or company affiliate have) any investments, licenses, franchises, management agreements or operations in Northern Ireland or (ii) who will provide products originating in Northern Ireland unless said supplier, subconsultant or subcontractor has implemented the fair employment principles embodied in the MacBride Principles. OWNER further agrees to include the provisions of this subparagraph, with appropriate adjustments for the identity of the parties, in all subcontracts and supply agreements which are entered into in connection with the performance of this Agreement.

DATE

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c. OWNER agrees to cooperate with the City's Director of Finance in any manner which the said Director deems reasonable and necessary to carry out the Director's responsibilities under Section 17-104 of The Philadelphia Code. OWNER expressly understands and agrees that any false certification or representation in connection with this Paragraph and/or any failure to comply with the provisions of this Paragraph shall constitute a substantial breach of the Agreement entitling the City to all rights and remedies provided in this Agreement or otherwise available in law (including, but not limited to, Section 17-104 of The Philadelphia Code) or equity. In addition, it is understood that false certification or representation is subject to prosecution under Title 18 Pa.C.S.A. Section 4904.

21. No Joint Venture.

The parties do not intend to create, and nothing contained in the Agreement shall be construed as creating, a joint venture arrangement or partnership between the City and OWNER.

22. Severability and Partial Invalidity.

The provisions of the Agreement shall be severable. If any provision of the Agreement or the application thereof for any reason or circumstances shall to any extent be held to be invalid or unenforceable, the remaining provisions of the Agreement or the application of such provision to persons or entities other than those as to which it is held invalid or unenforceable to the fullest extent permitted by law.

23. Headings.

The headings in the Agreement do not in any way define, limit, describe or amplify the provisions of the Agreement or the scope or intent of the provisions and are not part of the Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as

DATE

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of the day and year first above written.

Approved as to form
City Solicitor, Shelley R. Smith

CITY OF PHILADELPHIA by the
MANAGING DIRECTOR'S OFFICE

Per _____
Senior Attorney

BY: _____
Managing Director

CORPORATE SEAL:

OWNER

BY: _____
President/Vice President Date

BY: _____
Secretary/Treasurer Date

Federal Identification Number

DATE

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