



Borough Council Meeting
August 28, 2025 @ 6:30 PM
This meeting is recorded for public record.

Patrick McCoy, President	Member, 1st Ward	Term Expires: 12/31/25
Nicole Scimone, Vice President	Member, 4th Ward	Term Expires: 12/31/27
Bryan Travis	Member, 2nd Ward	Term Expires: 12/31/27
Brian McGinnis	Member, 3rd Ward	Term Expires: 12/31/25
Sheila Vaccaro	Member, 5th Ward	Term Expires: 12/31/25
Bernie Flynn	Member, 6th Ward	Term Expires: 12/31/27
Lisa Dorsey	Member, 7th Ward	Term Expires: 12/31/25

Mayor: Lillian L. DeBaptiste

Borough Manager: Sean Metrick

Borough Council Meeting:

I. Call to Order

II. Pledge of Allegiance

III. Announcements

IV. Comments

Comments, suggestions, petitions by residents, taxpayers and visitors in attendance regarding items that are not on the agenda. Please be advised there is a 5-minute time limit at the discretion of the Council President

V. Reports/Presentations

VI. New Business

A. Motion to award the bid for the Gay Street Closure (attachment)

VII. Other Business

A. Motion to approve a proposal by Urban Engineers to perform a review of the West Chester University Master plan, splitting the costs between West Goshen Township and West Chester Borough (attachment)

VIII. Adjournment

Visit www.west-chester.com for access to all attachments.

Agendas are posted to www.west-chester.com by noon 3 business days prior to the meeting.

August 27, 2025

Sean Metrick
Borough Manager
Borough of West Chester
401 East Gay Street
West Chester, PA 19380

**RE: Contractor Responsibility Determination and Letter of Recommendation
Gay Street Closure
Borough of West Chester
RVE File# PCWBT015**

Mr. Metrick:

Remington & Vernick Engineers (RVE), on behalf of the Borough of West Chester (Borough) has reviewed the bids and required Responsible Contractor Ordinance documentation received on 8/26/2025 for the above referenced project. A total of 4 bids were received for this project with base bids ranging from \$769,700.00 to \$960,000.00. A copy of the bid tabulation has been enclosed for your reference.

Review of bid documents

RVE reviewed the bid documents submitted by the apparent low bidder, DePaul and Company, Inc. The following discrepancies were found:

1. The Bidder did not submit the required completed Product Selection form;
2. The Bidder did not submit the required completed Chester County document set.

RVE reviewed the bid documents submitted by the apparent second low bidder, Joseph J Danielle LLC. The following discrepancies were found:

1. The Bidder did not submit the required completed Product Selection form;
2. The Bidder did not submit the required completed Chester County document set.

RVE reviewed the bid documents submitted by the apparent third low bidder, the Marino Corporation. No discrepancies were found.

RVE reviewed the bid documents submitted by the apparent fourth low bidder, Road-Con Inc. The following discrepancy was found:

1. The Bidder did not submit the required completed Product Selection form.

RVE has consulted with the Borough and Borough Solicitor regarding the discrepancies listed above and has determined that they merit rejection of the affected bids. RVE therefore recommends rejection of the bids submitted by DePaul and Company, Inc., Joseph J Danielle LLC, and Road-Con Inc.

Review of Responsible Contractor Ordinance Compliance

In accordance with the requirements of the Borough's Responsible Contractor Ordinance (§4), RVE has completed a contractor responsibility review of the Marino Corporation (hereafter "Contractor"). During our review of the

1. A Contractor Responsibility Certification, as required by the ordinances, has been submitted by the Contractor;
2. In accordance with the Contractor Responsibility Certification, the attached documents provided by the Contractor and subcontractors demonstrate their participation in an Apprenticeship Program, currently registered with the U.S. Department of Labor and/or the Commonwealth of Pennsylvania for each craft employee to be employed on the project. Please note that the ordinance requires that at least 70% of the craft labor workers employed on the project shall be comprised of either journey-person workers who have successfully completed an apprenticeship program or apprentices registered in such programs.
3. RVE has evaluated the information submitted and from our review of the supplied documents the Contractor appears to be in compliance with Ordinance (§4), and the contract specifications.

Further inquiry was done to verify that the prospective awardee has the technical qualifications and performance capabilities necessary to successfully perform the contract. Our research determined that the Contractor has sufficient record of reliability and experience to justify the award of a public contract, in accordance with the requirements of the Borough Code. Therefore, RVE has deemed the contractor to be responsible in accordance with the Borough's Responsible Contractor Ordinance.

The following documentation has also been enclosed in this letter:

1. Bid Tabulation;
2. Contractor Responsibility Certification Form;
3. Apprenticeship Program Participation Documentation;
4. A narrative of people to be tasked on this project. The narrative shows that at least 70% of the craft labor workers employed on the project shall be comprised of either journey-person workers who have successfully completed an apprenticeship program or people currently enrolled in the apprenticeship program.

Prior to construction commencement for the project, the Contractor must provide the following:

1. Evidence that all craft labor that the prime Contractor & subcontractor employ on the project will have completed the OSHA ten-hour training course for safety established by the U.S. Department of Labor;
2. The prime Contractor shall also ensure that at least one person on the project has completed the OSHA thirty-hour construction training course established by the U.S. Department of Labor;
3. Certificate of Insurance;
4. Performance Bond;
5. Payment Bond;
6. Executed Contract.

Summary of bid amounts

A summary of the base bid and alternate bid pricing submitted by the Contractor is as follows:

Bid	Description	Amount
Base Bid	Barriers at Matlack & Darlington	\$905,580.00
Add Alternate Bid No. 1	Barriers at High	\$660,200.00
Add Alternate Bid No. 2	Portable Fold Up Signage	\$37,600.00
Add Alternate Bid No. 3	Portable Dynamic Message Signs	\$48,800.00
Add Alternate Bid No. 4	Blank Out Sign	\$15,400.00
Add Alternate Bid No. 5	Fixed Bollards at Darlington	\$66,320.00
Add Alternate Bid No. 6	Fixed Bollards at High	\$105,300.00
Add Alternate Bid No. 7	Gateway Piers & Lighting	\$105,600.00
Add Alternate Bid No. 8	ADA Ramps	\$160,000.00

Recommendation

RVE therefore recommends a Notice of Intent to award of the Base Bid be issued to the Marino Corporation in the total amount of \$905,580.00, contingent upon funds being available and upon receiving authorization to award from all funding agencies.

At the Borough's discretion, the Borough may review the alternate bids against the Borough's budget and choose to award additional alternate bids. RVE believes Add Alternate No. 5 should be awarded, contingent on funds, which includes the fixed bollards at Darlington. These fixed bollards were included in the bid at the request of the police department.

RVE recommends that the Borough Solicitor perform a complete review of all documents prior to executing a contract.

Should you have any questions, please feel free to contact our office at (610) 940-1050.

Sincerely,

REMINGTON & VERNICK ENGINEERS

By



Kelly Goff, P.E., C.F.M.
Consulting Engineer

KAG/kag/oh

Enclosure

Letter of Recommendation
Gay Street Closure
Page 4 of 4

cc: Donald Edwards, P.E., Public Works Director
William Williams, Sustainability Director
Christopher J. Fazio, P.E., C.M.E., Executive Vice President
Owen Hyne, P.E., Senior Associate
Raymond Ruczynski, Jr., Manager of Construction Inspection Services

BID TABULATION

PROJECT NAME:

Gay Street Closure

PROJECT NUMBER:

PCWBT015

Client:

Borough of West Chester

DePaul And Company 1000 Germantown Pike, Suite D-4 Plymouth Meeting, PA 19462 888-584-9373	Joseph J Danielle LLC 710 Trainer St Trainer Pa 19014 Trainer Pennsylvania 19013 610-364-1700	Marino Corporation 1400 Cressman Rd, Po Box 1209 Skippack Pennsylvania 19474 610-584-1800	Road-Con Inc 902 Camaro Run Dr West Chester Pennsylvania 19380 610-429-8089
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Base Bid

#	DESCRIPTION	QUANTITY & UNITS		UNIT PRICE		UNIT PRICE		UNIT PRICE		UNIT PRICE	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	M50 Barrier (Gay & Matlack)	1	EA	\$ 330,000.0	\$330,000.00	\$ 385,040.8	\$385,040.80	\$ 381,480.0	\$381,480.00	\$ 405,000.0	\$405,000.00
2	M50 Barrier (Gay & Darlington)	1	EA	\$ 345,000.0	\$345,000.00	\$ 387,526.33	\$387,526.33	\$ 419,900.0	\$419,900.00	\$ 405,000.0	\$405,000.00
3	Fixed Bollard, Non-Crash Worthy	1	EA	\$ 4,700.0	\$4,700.00	\$ 10,135.8	\$10,135.80	\$ 4,200.0	\$4,200.00	\$ 50,000.0	\$50,000.00
4	Construction Allowance (\$100,000), If and Where Directed	1	AL	\$ 100,000.0	\$100,000.00	\$ 100,000.0	\$100,000.00	\$ 100,000.0	\$100,000.00	\$ 100,000.0	\$100,000.00
Base Bid Construction Cost Estimate Subtotal:					\$779,700.00		\$882,702.93		\$905,580.00		\$960,000.00

Add Alternate Bid No. 1

#	DESCRIPTION	QUANTITY & UNITS		UNIT PRICE		UNIT PRICE		UNIT PRICE		UNIT PRICE	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
101	M30 Barrier (Gay & High, Eastern Leg)	1	EA	\$ 330,000.0	\$330,000.00	\$ 380,413.1	\$380,413.10	\$ 332,400.0	\$332,400.00	\$ 318,000.0	\$318,000.00
102	M30 Barrier (Gay & High, Western Leg)	1	EA	\$ 330,000.0	\$330,000.00	\$ 380,413.1	\$380,413.10	\$ 327,800.0	\$327,800.00	\$ 318,000.0	\$318,000.00
Add Alternate Bid No. 1 Construction Cost Estimate Subtotal:					\$660,000.00		\$760,826.20		\$660,200.00		\$636,000.00

Add Alternate Bid No. 2

#	DESCRIPTION	QUANTITY & UNITS		UNIT PRICE		UNIT PRICE		UNIT PRICE		UNIT PRICE	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
201	VMS - Portable Fold up (Market & Matlack)	1	EA	\$ 22,900.0	\$22,900.00	\$ 22,065.4	\$22,065.40	\$18,800.00	\$18,800.00	\$ 27,000.0	\$27,000.00
202	VMS - Portable Fold up (Gay & Matlack)	1	EA	\$ 22,900.0	\$22,900.00	\$ 22,065.4	\$22,065.40	\$18,800.00	\$18,800.00	\$ 27,000.0	\$27,000.00
Add Alternate Bid No. 2 Construction Cost Estimate Subtotal:					\$45,800.00		\$44,130.80		\$37,600.00		\$54,000.00

BID TABULATION

PROJECT NAME:

Gay Street Closure

PROJECT NUMBER:

PCWBT015

Client:

Borough of West Chester

DePaul And Company 1000 Germantown Pike, Suite D-4 Plymouth Meeting, PA 19462 888-584-9373	Joseph J Danielle LLC 710 Trainer St Trainer Pa 19014 Trainer Pennsylvania 19013 610-364-1700	Marino Corporation 1400 Cressman Rd, Po Box 1209 Skippack Pennsylvania 19474 610-584-1800	Road-Con Inc 902 Camaro Run Dr West Chester Pennsylvania 19380 610-429-8089
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Add Alternate Bid No. 3

#	DESCRIPTION	QUANTITY & UNITS		UNIT PRICE		TOTAL		UNIT PRICE		TOTAL	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
301	ITS Portable Dynamic Message Sign, LED, 12" Text, Solar (PennDOT #1231-2000), Market & Matlack	1	EA	\$ 25,600.0	\$25,600.00	\$ 29,991.34	\$29,991.34	\$ 24,400.0	\$24,400.00	\$27,000.00	\$27,000.00
302	ITS Portable Dynamic Message Sign, LED, 12" Text, Solar (PennDOT #1231-2000), Gay & Matlack	1	EA	\$ 25,600.0	\$25,600.00	\$ 29,991.34	\$29,991.34	\$ 24,400.0	\$24,400.00	\$27,000.00	\$27,000.00
Add Alternate Bid No. 3 Construction Cost Estimate Subtotal:					\$51,200.00		\$59,982.68		\$48,800.00		\$54,000.00

Add Alternate Bid No. 4

#	DESCRIPTION	QUANTITY & UNITS		UNIT PRICE		TOTAL		UNIT PRICE		TOTAL	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
401	Blank Out Sign (PennDOT #0936-0360), Gay & Matlack	1	EA	\$ 15,800.0	\$15,800.00	\$31,690.19	\$31,690.19	\$15,400.00	\$15,400.00	\$20,000.00	\$20,000.00
Add Alternate Bid No. 4 Construction Cost Estimate Subtotal:					\$15,800.00		\$31,690.19		\$15,400.00		\$20,000.00

Add Alternate Bid No. 5

#	DESCRIPTION	QUANTITY & UNITS		UNIT PRICE		TOTAL		UNIT PRICE		TOTAL	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
501	Fixed Bollard (Gay & Darlington), Crash Worthy	2	EA	\$ 12,000.0	\$24,000.00	\$35,389.15	\$70,778.30	\$33,160.00	\$66,320.00	\$35,000.00	\$70,000.00
Add Alternate Bid No. 5 Construction Cost Estimate Subtotal:					\$24,000.00		\$70,778.30		\$66,320.00		\$70,000.00

Add Alternate Bid No. 6

#	DESCRIPTION	QUANTITY & UNITS		UNIT PRICE		TOTAL		UNIT PRICE		TOTAL	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
601	Fixed Bollard (Gay & High), Crash Worthy	9	EA	\$ 12,000.0	\$108,000.00	\$35,389.15	\$318,502.35	\$11,700.00	\$105,300.00	\$14,900.00	\$134,100.00
Add Alternate Bid No. 6 Construction Cost Estimate Subtotal:					\$108,000.00		\$318,502.35		\$105,300.00		\$134,100.00

BID TABULATION

PROJECT NAME:

Gay Street Closure

PROJECT NUMBER:

PCWBT015

Client:

Borough of West Chester

DePaul And Company 1000 Germantown Pike, Suite D-4 Plymouth Meeting, PA 19462 888-584-9373	Joseph J Danielle LLC 710 Trainer St Trainer Pa 19014 Trainer Pennsylvania 19013 610-364-1700	Marino Corporation 1400 Cressman Rd, Po Box 1209 Skippack Pennsylvania 19474 610-584-1800	Road-Con Inc 902 Camaro Run Dr West Chester Pennsylvania 19380 610-429-8089
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Add Alternate Bid No. 7

#	DESCRIPTION	QUANTITY & UNITS		UNIT PRICE		UNIT PRICE		UNIT PRICE		UNIT PRICE	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
701	Gateway Piers & Lighting (Gay & Matlack)	2	EA	\$47,000.00	\$94,000.00	\$41,139.47	\$82,278.94	\$52,800.00	\$105,600.00	\$50,000.00	\$100,000.00
Add Alternate Bid No. 7 Construction Cost Estimate Subtotal:					\$94,000.00		\$82,278.94		\$105,600.00		\$100,000.00

Add Alternate Bid No. 8

#	DESCRIPTION	QUANTITY & UNITS		UNIT PRICE		UNIT PRICE		UNIT PRICE		UNIT PRICE	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
801	ADA Ramps, Design Build (if & Where Directed)	5	EA	\$30,000.00	\$150,000.00	\$19,073.25	\$95,366.25	\$32,000.00	\$160,000.00	\$30,000.00	\$150,000.00
Add Alternate Bid No. 8 Construction Cost Estimate Subtotal:					\$150,000.00		\$95,366.25		\$160,000.00		\$150,000.00

MARINO
CORPORATION

1400 Cressman Road, PO Box 1209
Skippack, PA 19474
610-584-1800

Kelly Goff
Remington & Vernick
555 Croton Road, Suite 401
King of Prussia, PA 19406

Subject: Apprenticeship Letters: West Chester Borough, Gay Street Closure

Kelly,

As requested in your 8/26 email, attached are our apprenticeship letters.

Marino Corporation's craft labor will be 100% journey-person workers. Our Operating Engineers Letter and Laborers International Union of NA letter are attached.

We will have 3 subcontractors: Miller Bros, General Masonry, and Prieto Corporation. Their respective letters are attached.

Please let us know if you have any questions.

Regards,

Ric Marino



Operating Engineers Local #542
Joint Apprenticeship Training & Safety Committee
of Philadelphia, Eastern Pennsylvania and the State of Delaware



1375 Virginia Drive • Suite 206 • Fort Washington, PA 19034
215-591-JATC (5282) • Fax 215-591-5286

DANIEL P. SULLIVAN, *President / JATC Director*
JOHN M. PINE, *Emeritus*



May 1, 2025

To: Marino Corporation
1400 Cressman Road
Schwenksville, PA 19473
ricmarino@marinocorp.com

To Whom It May Concern:

Operating Engineers Local 542 has a registered apprenticeship program with the Commonwealth of Pennsylvania and the US Department of Labor Bureau of Apprenticeship and Training (BAT) since 1965, Registration Number PA006650002.

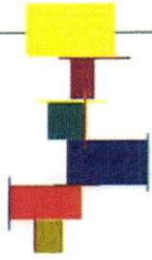
This is a four-year program where apprentices are hired to contractors for on-the-job training as well as in-house training at one of our three training sites. We have had a graduating apprentice class to journeyman for each of the past five years.

Marino Corporation is a signatory union contractor with the Operating Engineers Local 542 which makes them a full participant in this apprenticeship program.

If you have any questions or need further information, I can be reached at the number above.

Sincerely,

Daniel P. Sullivan
President/Director



Laborers' District Council
Benefit Funds

Reply to: 500 E. Lincoln Highway, Exton PA 19341

May 1, 2025

Re: Laborers District Council
Joint Apprenticeship and Training Program (JATC)

Marino Corporation
1400 Cressman Road
Skippack, PA. 19474

On July 6, 1994, the U.S. Department of Labor, Bureau of Apprenticeship and Training (BAT) approved the Laborers' International Union of North America (LIUNA) and the Associated General Contractors of America (AGC) known as Laborers-AGC. The Laborers'-AGC Education and Training Funds' National Apprenticeship Standards for the Construction Craft Laborer is 869.463.580. The O+Net Code is 47-2061.00.

The Laborers' District Council of Philadelphia and Vicinity Joint Apprenticeship and Training Committee Apprenticeship Standards were registered by the Pennsylvania Apprenticeship and Training Council and the Federal Committee on Apprenticeship on January 8, 1998, the Program Registration # PA004970018.

This JATC registered its first Apprenticeship Class in November 2000 and had its first graduating class recorded September 2004. We have graduated apprentices to journeyman status for each of the past five consecutive years
Marino Corporation. has been a union contractor in good standings with the Laborers' District Council.

If you have any questions or require additional information please contact me at 610-524-0404 ext. 1208 or droberts@ldc-phila-benefits.org.

Sincerely yours,

Devan Roberts
Apprenticeship Coordinator



Laborers' District Council
of the Metropolitan Area of
Philadelphia and Vicinity

For Pension and Health and Welfare
Fund Services, please call:
Tel: 1-877-LABOR-77 or
215-236-6700 or 215-765-463.
Fax: 215-236-1765

For Education and Training/
Apprenticeship Fund
Services please call:
Tel: 610-524-0404
Fax: 610-524-6411

For Prepaid Legal Fund Services,
please call:
Tel: 215-236-2800
Fax: 215-236-7431

● Laborers' District Council
Construction Industry
Pension Fund

◆ Laborers' District Council
Education and Training/
Apprenticeship Fund

■ Laborers' District Council
Building and Construction
Health and Welfare Fund

▲ Laborers' District Council
Plasterer Tenders and Laborers'
Health and Welfare Fund

★ Laborers' District Council
Heavy and Highway
Construction Health
and Welfare Fund

❖ Laborers' District Council
Prepaid Legal Fund

BRICKLAYERS
Local 1 **& ALLIED** PA/DE
CRAFTWORKERS

JOINT APPRENTICESHIP TRAINING CENTER

April 15, 2025

To Whom It May Concern:

This letter will serve as notice that General Masonry & Restoration is an active member and a participating contractor in the Local 1 PA/DE Joint Apprenticeship Training Program.

This is an approved apprenticeship program, #PA004970003, registered in the Commonwealth of Pennsylvania with the Department of Labor and Industry since September 11th, 1997.

The Local 1 PA/DE Apprenticeship Program represents bricklayers, pointers, cleaners and caulkers, stone masons, and tile. Our jurisdiction includes Philadelphia, Bucks, Chester, Delaware, Montgomery counties in Pennsylvania and the state of Delaware.

The apprenticeship program includes both on-the-job and classroom/shop related instructional training.

If you have any questions, please feel free to contact me at 215-330-0544.

Sincerely,



Kyra Mood
Office Coordinator



Cement Masons and Plasterers Union, Local No. 592

CHARTERED BY OPERATIVE PLASTERERS & CEMENT MASONS
INTERNATIONAL ASSOCIATION - 1916

2843 Snyder Avenue, Philadelphia, PA 19145

Philadelphia: (215) 468-0235 • Fax: (215) 271-5222

Harrisburg, York & Reading: (717) 764-2017 • Fax: (717) 764-2018

Allentown, Scranton, Wilkes Barre & Williamsport: (215) 468-0235

Central & Southern NJ & Delaware: (215) 468-0235 • Fax: (215) 271-5222

e-mail: administration@opcma592.com

DENNIS FIFE
President/Business Manager



AFFILIATED WITH

Building & Construction
Trades Councils of

Pennsylvania:

Philadelphia
Central Pennsylvania
Scranton/Wilkes Barre
York/Adams County
Berks County
Lehigh Valley

New Jersey:

Camden
Mercer/Burlington
Atlantic City
Middelsex
Monmouth/Ocean
Union

Delaware:

Wilmington

AFL-CIO COUNCILS

Philadelphia
Pennsylvania
Bucks County
Delaware County
New Jersey

August 7, 2025

RE: **Prieto Corp.**

To Whom It May Concern:

Please be advised that **Prieto Corp.** is signatory to Local 592's Collective Bargaining Agreement, they employ cement masons from our local union to pour and finish concrete. The Cement Masons' & Plasterers' Union Local No. 592 has an approved Apprenticeship Program with the State of Pennsylvania. Our program consists of three (3) years, it puts into the hands of young people the knowledge and skill of the whole concrete trade. The Cement Masons Joint Apprentice Program has graduated the best cement masons in the region since 1994.

Our Program Number is PA005450001. Enclosed with this letter is the signature page from our Apprenticeship Standards with the PA Apprenticeship and Training Council.

If you have any questions or require additional information please feel free to contact our office.

Respectfully,

Dennis Fife
President / Business Manager

NEAL KLINE
Vice President

ROBERT PETRACCI
Financial Secretary

FIELD REPRESENTATIVES

NICK BAIR
MIKE CAREY
JAMES FIFE
JAMES KILKENNY
MICHAEL SABATINI JR.

FUNDS ADMINISTRATOR

JOE MOSKAUSKI, CEBS

APPRENTICE & SAFETY
INSTRUCTORS

FRANK BELUSIK
ANTHONY DITRI



Laborers' District Council
Benefit Funds

Reply to: 500 E. Lincoln Highway, Exton PA 19341

August 5, 2025

Re: Laborers' District Council
Joint Apprenticeship and Training Program

Prieto Corp.
4725 Gordon Rd.
Doylestown, PA. 18902

July 6, 1994, the U.S. Department of Labor, Bureau of Apprenticeship and Training (BAT) approved the Laborers' International Union of North America (LIUNA) and the Associated General Contractors of America (ACG) known as Laborers'- AGG Education and Training Funds National Apprenticeship Standards for the Construction Craft Laborer as follows: 869.463.530. The O+ Net Code is 47.26061.00.

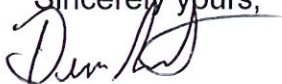
The Laborers' District Council of Philadelphia and Vicinity, along with the Western PA Laborers' Joint Apprenticeship and Training Program were registered by the Pennsylvania Apprenticeship and Training Council and the Federal Committee on Apprenticeship on January 8, 1998, the Program Registration #PA 004970018 and #PA01390008, respectively.

The above JATC's have graduated apprentices to journeyman status for each of the past three to five consecutive years.

Prieto Corp. is a union contractor in good standing with the Laborers' District Council and participates in the Laborers' Apprenticeship Program.

If you have any questions or require any additional information please contact me at 610-524-0404 ext. 1208 or drobot@myldctraining.com.

Sincerely yours,



Devan Roberts
Apprenticeship Coordinator



Laborers' District Council
of the Metropolitan Area of
Philadelphia and Vicinity

For Pension and Health and Welfare
Fund Services, please call:
Tel: 1-877-LABOR-77 or
215-236-6700 or 215-765-4633
Fax: 215-236-1765

For Education and Training/
Apprenticeship Fund
Services please call:
Tel: 610-524-0404
Fax: 610-524-6411

For Prepaid Legal Fund Services,
please call:
Tel: 215-236-2800
Fax: 215-236-7431

● Laborers' District Council
Construction Industry
Pension Fund

◆ Laborers' District Council
Education and Training/
Apprenticeship Fund

■ Laborers' District Council
Building and Construction
Health and Welfare Fund

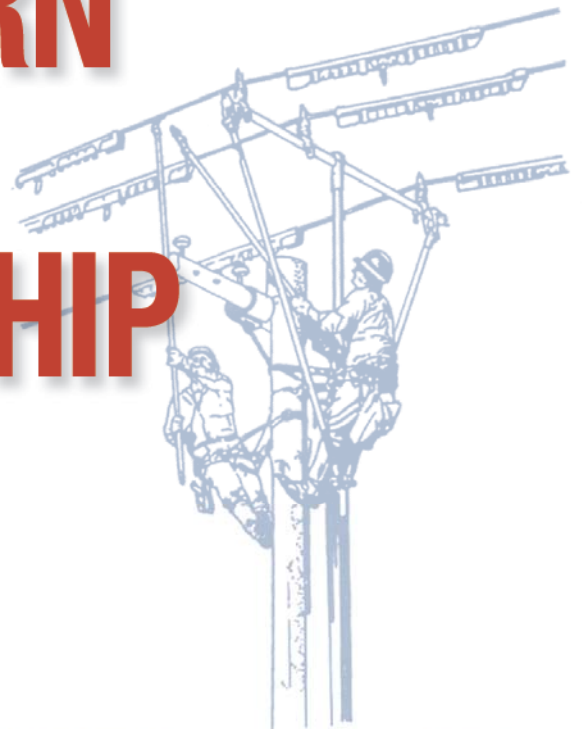
▲ Laborers' District Council
Plasterer Tenders and Laborers'
Health and Welfare Fund

★ Laborers' District Council
Heavy and Highway
Construction Health
and Welfare Fund

❖ Laborers' District Council
Prepaid Legal Fund



NORTHEASTERN JOINT APPRENTICESHIP & TRAINING COMMITTEE



CAREERS IN THE OUTSIDE ELECTRICAL INDUSTRY





**BUILD YOUR
CAREER IN
THE OUTSIDE
ELECTRICAL
INDUSTRY
FROM THE
GROUND UP**

This program prepares you for the challenges and rewards of a career in the Outside Electrical Industry – building and maintaining America’s electric power line systems – from the ground up.

Sponsored by the Northeastern Joint Apprenticeship and Training Committee for the Outside Electrical Industry. ■



EARN WHILE YOU LEARN

Learn to build foundations, erect poles and towers, string wires, build substations, install street lighting systems and make underground installations – on all kinds of terrain – in all kinds of weather.

Learn to maintain existing electrical service; to replace poles, conductors, insulators, transformers and other apparatus – even while lines are energized.

Learn through on-the-job-training, through at-home study of instruction manuals and through classroom instruction. Your Northeastern Apprenticeship Training Program is carefully organized, consisting of 7,000 hours of on-the-job training, requiring approximately 3½ years to complete. When you finish, you will understand electrical power transmission and distribution –from the ground up.

Upon satisfactory completion of the Northeastern Apprenticeship Training Program, the International Brotherhood of Electrical Workers will accept you as a Journeyman Lineman. Your Northeastern Joint Apprenticeship and Training Committee for the Outside Electrical Industry is composed of representatives of the International Brotherhood of Electrical Workers and Northeastern Line Constructors Chapter, NECA. ■



THE CHALLENGES

These are some of the many activities of a Journeyman Lineman, activities which you will master in the course of your apprentice training. You will learn, in addition to electrical work, elements of foundation construction, welding, heavy equipment operation, surveying, first aid, CPR, rigging and other skills. Mastery of the lineman's trade makes you a very self-reliant individual.

- *Haul poles, towers and materials over various terrain with heavy equipment, rigging and old-fashioned ingenuity*
- *Dig holes for poles, anchors and foundations: dig trenches for underground systems using powered equipment and manual tools*
- *Construct concrete foundations for towers*
- *Assemble and erect towers. Linemen climb wood poles to 125 feet, steel poles to 200 feet, and steel towers to 500 feet, or whatever heights may be required*
- *String, splice, sag and deadend wires and cables*
- *Install new wires and cables overhead, underground and on poles in circuits energized from 110 volts to 34,500 volts and higher, with proper use of protective clothing and equipment*
- *Install transformers in new and on existing construction, without service interruption*
- *Install electrical service lines to customer facilities*
- *Install street lights and traffic signals*
- *Build substations*
- *Repair electric facilities under stormy weather conditions*
- *Align poles and towers with a surveyor's transit*
- *Operate line construction equipment. Employ special lineman's tools to best advantage*



**THE
WORK
OF A
LINEMAN
IS HARD**

And it is risky. But it is also challenging. If you enjoy working outdoors; if you want a diversified non-routine job where you use both your head and your hands; if you can accept the challenge of lineman's work, then join the Apprenticeship Training Program. And earn the rewards. ■



THE REWARDS

Apprentice lineman training builds skills – from the ground up. Your skills will enable you to participate in all phases of construction and maintenance in the Outside Electrical Industry. This trade is one of the very few which builds an entire construction project from start to finish. In other types of construction, specialized trades participate in the project for varying lengths of time. But you will enjoy the satisfaction of building the entire project; doing something different everyday; building something where there was nothing. It's a great feeling. And you will be helping to solve America's urgent electric power needs.

Upon completion of apprentice training you will have acquired an education comparable to the technical program of a two year community college. It's an education which you can take anywhere in the United States – anywhere in the world – wherever there is work. Your International Brotherhood of Electrical Workers Union membership will be honored wherever you go. Self-reliance and travel are yours as a lineman.

And the pay is great! In the course of your apprentice training you will be paid far more than the cost of a four year college education. Beginning pay for apprentices is 60% of a journeyman lineman's wages. You receive 5% increases as you complete various phases



of your training program, until finally you receive full journeyman's pay. Pay rates vary between local union jurisdictions, with excellent fringe and retirement benefits.

Foremen and general foremen rise from the ranks of Northeastern Apprentice Training Program graduates. In these days of increased electric power needs, advancement is rapid. Some Northeastern Apprentice Training graduates eventually start their own contracting business in the Outside Electrical Industry. You can go as far as your ambitions and abilities lead you; the opportunity is there.

There's a great feeling of freedom and well-being in outside work. As a lineman you will know the satisfaction of keeping physically fit and facing whatever nature can create. You will know the satisfaction of helping your fellow crew members complete a dangerous, difficult job. You will know the satisfaction of learning from experienced linemen how to do a job correctly and safely. You will know the meaning of the name International Brotherhood of Electrical Workers. ■



THE NORTHEASTERN APPRENTICE TRAINING PROGRAM

The Northeastern Joint Apprenticeship and Training Committee for the Outside Electrical Industry provides apprentice linemen the following training program:

- *On-the-job training: a minimum of 7,000 hours total, over approximately 3½ years.*
- *Off-the-job training: 144 hours minimum for each year of apprenticeship.*
- *The program is seven periods. Each period is clearly defined as to subject matter and hours of training required.*
- *Off-the-job training provides basic theoretical and “how-to” knowledge. It supports on-the-job training as both progress in scope and difficulty. Study of your at-home course materials will give you the knowledge and the confidence to be effective – and safe – in the field.*



Job safety and productivity are of the utmost importance to the Northeastern Joint Apprenticeship and Training Committee. Ours is a challenging and risky profession and our first concern is for a safe and healthy work environment. We believe that each apprentice can graduate as a skilled union craftsman, the most efficient and safest in the world. Because this can only be a reality in a drug-free environment, we have instituted a pre-employment drug testing program.

The Northeastern Apprentice Training Program is certified by the United States Department of Labor Bureau of Apprenticeship and Training as meeting its standards and policies.

When you complete the Northeastern Apprentice Training Program you will be thoroughly prepared – from the ground up – for the challenges and rewards of the Outside Electrical Industry. ■



QUALIFICATIONS FOR APPRENTICESHIP

- *You must be 18 years of age or older, have a valid driver's license, receive a qualifying score on the NJATC Aptitude Test and be physically fit. Upon completion of the above qualifications you will be scheduled for a personal interview.*
- *You must be able to obtain a Commercial Driver's License.*
- *You must be willing to work away from home anywhere within your local union jurisdiction and occasionally beyond.*
- *You must learn to climb. You will be required to furnish your own climbing tools.*
- *You must be able to function as a part of a highly skilled team, dependent on each other for safety and achievement.*
- *You should like the outdoors.*
- *You should like working with your head and your hands; the work is sometimes hazardous and strenuous.*
- *You should have "perseverance" in order to complete your training program. (Once in this work for a year, virtually all apprentices say they are enthusiastic about the work and would not do any other kind of work.)*



**There you have it – the challenges, the rewards, the training, the qualifications.
IS LINEMAN'S WORK FOR YOU?**

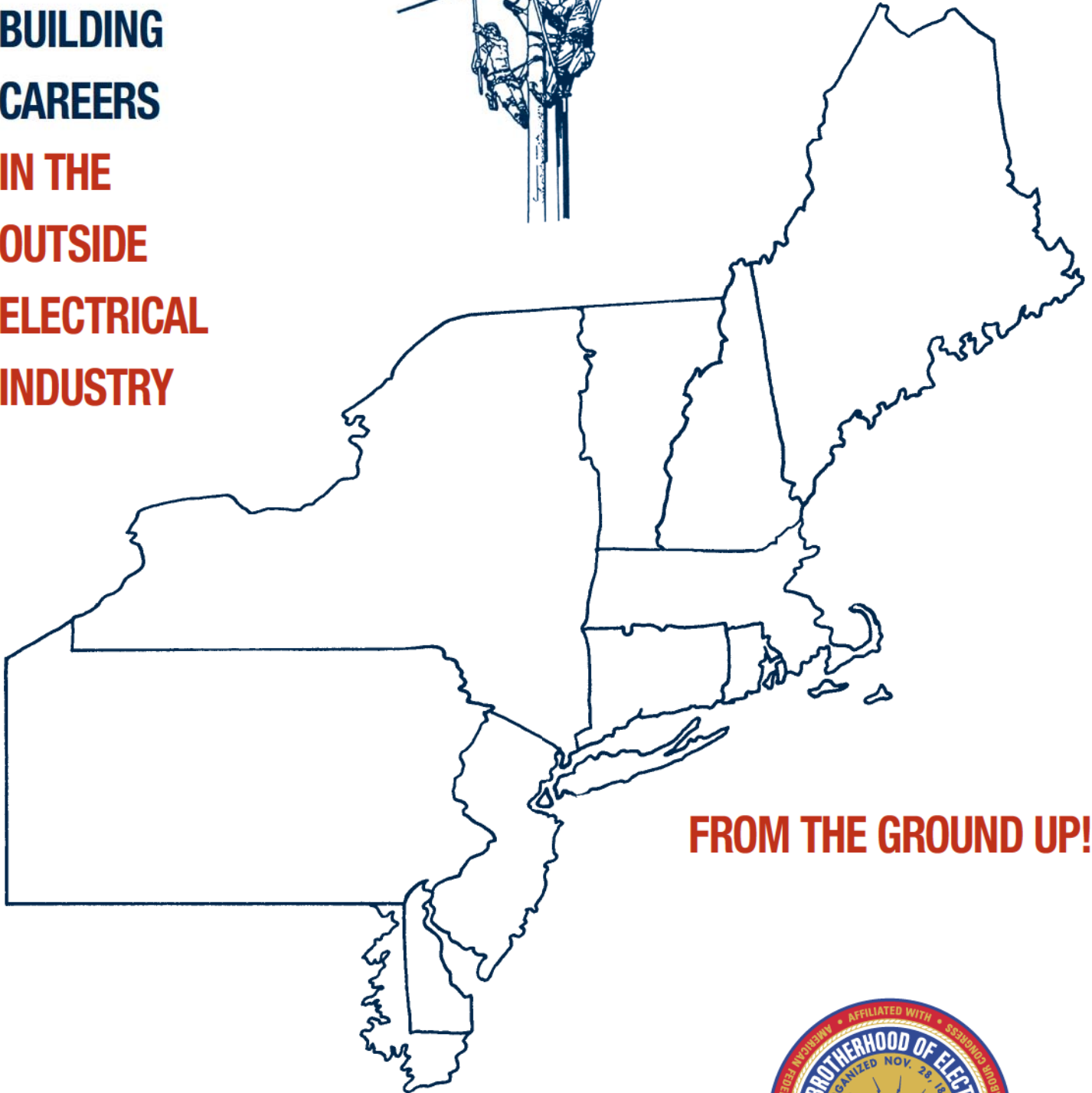
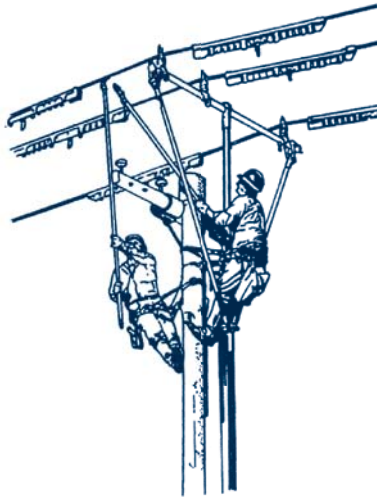
If so, the Northeastern Joint Apprenticeship and Training Committee for the Outside Electrical Industry would like to send you an application for admission to the Northeastern Apprentice Training Program. If you meet the requirements listed, write to the following address for an application:

***Northeastern Joint Apprenticeship and Training Committee (NEAT)
1513 Ben Franklin Highway
Douglassville, PA 19518-1939
610-326-2860***

***Or visit our website:
www.NEAT1968.org***



**BUILDING
CAREERS
IN THE
OUTSIDE
ELECTRICAL
INDUSTRY**



FROM THE GROUND UP!



NorthEastern Joint Apprenticeship & Training

Building Careers in the Outside Electrical Industry ... From the Ground Up!

Contact NEAT

[Home](#) | [About NEAT](#) | [Apprenticeship](#) | [Apprenticeship Resources](#) | [NEAT News](#) | [Photo Gallery](#) | [Affiliated Links](#)

The Northeastern Apprenticeship and Training (NEAT) Program

Serving Connecticut, Delaware, Maine, Maryland, Massachusetts, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, Vermont.

NEAT prepares apprentices for exciting, challenging and rewarding careers as outside Journeyman Linemen, while providing union Journeymen with upgrade training so they remain the best in the industry.

NEAT is fully funded and operated through a unique labor-management partnership between regional contractors of the National Electrical Contractors Association (NECA) and local unions of the International Brotherhood of Electrical Workers (I.B.E.W.).

Our TRAINING FACILITIES

NEAT operates nine modern training centers throughout the northeast corridor of the United States, with headquarters in Douglassville, Pennsylvania. All together, NEAT services Connecticut, Delaware, Maine, Massachusetts, New Hampshire, New York, New Jersey, Pennsylvania, Rhode Island, Vermont and Maryland.

NEAT training facilities feature on-site classrooms and laboratories, and outdoor pole-climbing yards.



1513 Ben Franklin Hwy. Douglassville, PA 19518 (610) 326-2860

Local Unions

Local Union No. 42
Manchester, CT

Local Union No. 102
Parsippany, NJ

Local Union No. 104
Walpole, MA

Local Union No. 126
Collegeville, PA

Local Union No. 164
Paramus, NJ

Local Union No. 269
Trenton, NJ

Local Union No. 351
Hammonton, NJ

Local Union No. 400
Wall, NJ

Local Union No. 456
North Brunswick, NJ

Local Union No. 1049
Long Island, NY

Local Union No. 1249
Syracuse, NY

Local Union No. 1319
Wilkes-Barre, PA



The NJATC, perhaps the largest program of its kind, develops and standardizes educational curriculum for IBEW/NECA training programs such as NEAT. To learn more about the NJATC, [click here](#).

NorthEastern Joint Apprenticeship & Training

Building Careers in the Outside Electrical Industry ... From the Ground Up!

Contact NEAT

[Home](#)

[About NEAT](#)

[Apprenticeship](#)

[Apprenticeship Resources](#)

[NEAT News](#)

[Photo Gallery](#)

[Affiliated Links](#)

Qualifications

- You must be 18 years old, have a valid drivers license, and be physically fit.
- You will be required to pass an aptitude test, and then appear before an interviewing committee.
- Upon acceptance you will be required to pass a DOT physical and Drug Screening test.
- You will be required to obtain an interstate commercial drivers license. (Minimum Class B with air brake endorsement and "M" endorsement for State of New York.)
- You must learn to climb proficiently. You will be required to furnish your own climbing tools.
- You must be willing to work away from home anywhere within your local union jurisdiction, and occasionally beyond.
- You should like the out-doors.
- You must be able to function as part of a highly skilled team, dependent on each other for safety and achievement.
- You should like working with your head and your hands; the work is hazardous and strenuous.
- You should have the right attitude in order to complete your training program. (Once in this work for a year, virtually all apprentices say they are enthusiastic about the work and would not do any other kind of work.)
- Obtain Internet access.

[Apprentice Wages & Benefits](#)



1513 Ben Franklin Hwy. Douglassville, PA 19518 (610) 326-2860

NorthEastern Joint Apprenticeship & Training

Contact NEAT

Building Careers in the Outside Electrical Industry ... From the Ground Up!

[Home](#) | [About NEAT](#) | [Apprenticeship](#) | [Apprenticeship Resources](#) | [NEAT News](#) | [Photo Gallery](#) | [Affiliated Links](#)

NEAT Industry Links

Affiliated Contractors

Company	Location
Asplundh	Willow Grove, PA
Bancker Enterprises, Inc.	Islandia, NY
Bruce & Merrilees Electric	New Castle, PA
Carr & Duff Inc	Huntingdon Valley, PA
D & D Power Inc	Albany, NY
Evans Line Construction Inc	Hooksett, NH
Ferguson Electric Construction	Buffalo, NY
Grattan Line Construction	N Billerica, MA
H B Frazer Company	King of Prussia, PA
Halpin Line Construction	Weymouth, MA
Harry B Miller Company	North Wales, PA
Hawkeye Electric LLC	Hauppauge, NY
I B Abel Inc	York, PA
JBL Electric Inc	Totowa, NJ
Mass Electric Construction Co	Boston, MA
McDonough Electric	Bedford, MA
McPhee Electric Ltd LLC	Farmington, CT
Miller Bros.	Conshohocken, PA
MJ Electric Inc	Shoemakersville, PA
New River Electrical Corporation	Cloverdale, VA
North Line LLC	Au Sable Forks, NY
Northeastern Live Line Inc	Pittston, PA
O'Connell Electric Company	Victor, NY
Orlando Diefenderfer	Allentown, PA
PAR Electrical Contractors Inc	Kansas City, MO
Prysmian Construction Services	S Plainfield, NJ
Richardson-Wayland Electrical	Roanoke, VA
Riggs Distler & Company Inc	Cherry Hill, NJ
T C Lloyd Construction	Pittston, PA
The L E Myers Company/Harlan	Methuen, MA
Thiro USA	Newington, CT
Vanalt Electrical Construction	Yeadon, PA

Local Unions

Local Union No. 42
Manchester, CT

Local Union No. 102
Parsippany, NJ

Local Union No. 104
Walpole, MA

Local Union No. 126
Collegeville, PA

Local Union No. 164
Paramus, NJ

Local Union No. 269
Trenton, NJ

Local Union No. 351
Hammonton, NJ

Local Union No. 400
Wall, NJ

Local Union No. 456
North Brunswick, NJ

Local Union No. 1049
Long Island, NY

Local Union No. 1249
Syracuse, NY

Local Union No. 1319
Wilkes-Barre, PA



The NJATC, perhaps the largest program of its kind, develops and standardizes educational curriculum for IBEW/NECA training programs such as NEAT. To learn more about the NJATC, [click here](#).

Vendors

Bashlin Industries	Buckingham Mfg.	Klein Tools
Linemen's Supply	Farwest Line Specialties	Wesco
Hall's Safety	Reliable Equipment	Line Junk.com

Misc. Links

LinemanOnline.com	Journeymanlineman.com
Powerlineman.com	Lineman Barn.com
Line-Man.com	You Tube



1513 Ben Franklin Hwy. Douglassville, PA 19518 (610) 326-2860



JAN 31 2012

Mr. Michael I. Callanan
Executive Director
National Joint Apprenticeship and Training
Committee for the Electrical Industry
301 Prince George's Blvd. – Suite D
Upper Marlboro, Maryland 20774-7401

Dear Mr. Callanan:

Enclosed are your revised National Guidelines for Apprenticeship Standards. The Office of Apprenticeship has found these National Guidelines for Apprenticeship Standards to be in compliance with Title 29, Code of Federal Regulations parts 29 and 30.

We have enclosed a copy of the National Guidelines for Apprenticeship Standards for your records, as well as a Certificate of Certification that recognizes the National Joint Apprenticeship and Training Committee for the Electrical Industry, as part of the National Apprenticeship System.

We thank you for your efforts, and we value your commitment to the Registered Apprenticeship System.

Sincerely,


JOHN V. LADD
Administrator
Office of Apprenticeship

Enclosures

SOUNDS TOO GOOD TO BE TRUE. IS THIS A FLY-BY-NIGHT OUTFIT?

Since 1941, the International Brotherhood of Electrical Workers (IBEW) and the National Electrical Contractors Association (NECA), have been working together as a successful partnership in training people to build electric power lines.

The IBEW is the oldest and largest electrical union in the world. It was organized in 1891 and has over 700,000 members.

NECA is the nation's foremost association for electrical contractors. It had been representing, promoting and advancing the interests of the electrical contracting industry since 1901.

These two organizations invest over \$60 million each year in training their people to do electrical work. This is in addition to those same workers getting paid high wages and benefits *while they are learning!*

It is the practiced policy of all these apprenticeship programs, in accordance with the department of Labor's Bureau of Apprenticeship Training, to take affirmative action to locate, interview and rank all eligible applicants who may be interested in becoming an Electrical Power Lineman Apprentice. These duties are administered without regard to race, religion, marital status, sexual orientation or physical appearance. Women and minorities are encouraged to apply.

TERMS USED:

Journeyman, Lineman, Craftsman, and Foreman are terms used to identify levels of competency, not sex. Females completing apprenticeships are proud of their Journeyman status in the electrical industry.



NEAT LOGO HERE



HOW DO I GET STARTED?

Start earning and learning NOW. TO be a part of this Win-Win team, just visit www.neat1968.org and fill out the online application to get started in a satisfying career that will last a lifetime.

For an individual to become an apprentice, Northeastern Joint Apprenticeship Program requires the following:
Be at least 18-years-old. Complete the application. Be physically and mentally able to perform the work of the trade. Obtain a minimum of your CDL B Permit.

NEAT TRAINING PROGRAM STAFF

EXECUTIVE DIRECTOR

Jason Lauze
Phone: (610) 326-2860
Email: neat3455@aol.com

AREA COORDINATORS:

Michael Van Natta
Area(s): IBEW Local 104
Phone: (610) 326-2860

Tyler Forshier
Area(s): IBEW Local 1249
Phone: (610) 326-2860

Pete Lewis
Area(s): IBEW Local 42
Phone: (610) 326-2860

Frank O'Donnell
Area(s): IBEW Local 1049, 3 and NJ
Phone: (610) 326-2860

Jack Skilton
Area(s): IBEW Local 126 and 1319
Phone: (610) 326-2860

IBEW LOCALS:

- 1. IBEW Local 104**
 - a. 130 West St, Walpole, MA 02081
 - b. 22 Old Concord Turnpike, Barrington, NH 03825
 - c. 238 Goddard Rd, Lewiston, ME 04240
- 2. IBEW Local 1249**
 - a. 6518 Fremont St, East Syracuse, NY 13057
 - b. 8533 Brewerton Rd, Cicero, NY 13039
- 3. IBEW Local 42**
 - a. 379 Wetherell St, Manchester, CT 06040
- 4. IBEW Local 1049**
 - a. 100 Corporate Dr, Holtsville, NY 11742
- 5. IBEW Local 3**
 - a. 158-11 HVAJRAve, Flushing, NY 11365

6. IBEW Local 1319

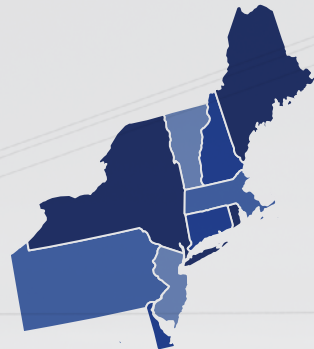
- a. 225 Division St, Kingston, PA 18704
- b. 185 Pennbriar Dr, Erie, PA, 16509

7. IBEW Local 126

- a. 3455 Germantown Pike, Collegeville, PA 19426
- b. 986 Greentree Rd, Pittsburgh, PA 15220
- c. 561 Kirk St, Houtzdale, PA 16651
- d. 14402 Sussex Hwy, Bridgeville, DE 19933

8. NJ

- a. IBEW Local 456—1295 Livingston Ave, North Brunswick, NJ 08902
- b. IBEW Local 351—1113 Black Horse Pike, Hammonton, NJ 08037
- c. IBEW Local 102—50 Parsippany Rd, Parsippany, NJ 07054
- d. IBEW Local 400—Highway 138, Wall, NJ 07719
- e. IBEW Local 164—205 Robin Rd, Paramus, NJ 07652
- f. IBEW Local 269—670 Whitehead Rd, Trenton, NJ 08648



ELECTRICAL POWER LINEMAN APPRENTICESHIP

If you or someone you know is interested in the Power Lineman Apprenticeship Program, this informational brochure can be the beginning of a very rewarding career!!



WHAT EXACTLY DOES A LINEMAN DO?

Electrical Power Linemen are the workers who build and maintain the power lines from the generating plants to all our homes, factories and stores. They work on the high-voltage transmission lines, the substations, the distribution lines and even run the wires to the customer's house.

HOW LONG DOES THE TRAINING TAKE?

To become a Journeyman Lineman, our program requires a minimum of 7000 hours OJT which usually takes 3 to 4 years.

Once graduated from an apprenticeship program, the Journeyman Lineman can choose to stay working where they are, or can take their skills and abilities to build power lines anywhere in the world.

WHY THE ELECTRICAL LINEMAN APPRENTICESHIP

This isn't a dead-end career. As long as the world needs electricity, there will be a need for linemen. Right now there is a nation-wide shortage of linemen. With the apprenticeship, you will be doing the exact type of work you were trained to do. The pay increases are established in National Standards that outline exactly when and how you get your raises. With registered apprenticeship programs there are no empty promises.

HOW DO THE ADVANCEMENTS HAPPEN?

There are a total of 7 steps in the apprenticeship program. Approximately every 1,000 hours worked an apprentice advances to the next step. The apprentice gets a pay raise with each step increase, which is based on the Journeyman Lineman's pay rate until they reach the top step. Once an apprentice completes the program, he/she/they then earns 100% of the Journeyman's rate.

WHAT IS APPRENTICESHIP?

Apprenticeship is an opportunity for inexperienced individuals to learn career skill through actual "hands on" training, not by just reading about it in a book. Electrical Power Line Apprentices are actual full time employees of electrical contractors. They earn excellent pay and benefits while they are being taught these skills by master craftsmen on the job.

Today, in addition to the on-the-job training (OJT), apprentices get related classroom instruction. The teaching covers the techniques of the trade and also the theory behind the techniques. Apprentices learn "how" on the job and "why" in the classroom.

WHY APPRENTICESHIP?

We've all heard the expression, "To get a job, you've got to have experience, and the only way to get experience is to have a job." With the electrical lineman apprenticeship, you have a high paying job with great benefits AND get free technical training at the same time.

MEDICAL INSURANCE

Medical Insurance that covers you *and your family* is provided by the electrical industry. This means you won't be seeing a deduction from your paycheck to pay for the insurance premiums. In addition to the medical coverage, there is dental and optical coverage as well. And the insurance is good anywhere in the USA. You don't have to go to certain "company" doctors or hospitals. You can continue going to your family doctor if you wish.

RETIREMENT

Retirement plans are paid out at an hourly rate or as a percentage of your gross pay, depending upon the area in which you work. Like the insurance, you won't have a deduction from your paycheck where you had to match a certain amount. It's totally funded by the industry.

COLLEGE CREDIT

College Credit is available to the graduates of the power line apprenticeship. College credit is issued by the American Council on Education (ACE). These credits can be transferred towards continued college education.

VETERANS

Veterans may be eligible for educational benefits while going through the apprenticeship training.

(TO BE SUBMITTED WITH BID)

CONTRACTOR RESPONSIBILITY CERTIFICATION

I, Richard M. Marino as the President
of Marino Corporation [Name of Company submitting bid] submit
this Contractor Responsibility Certification as part of the bid documents for the West
Chester Borough- Gay Street Closure Contract and hereby certify under penalty of perjury that
Marino Corporation [Name of Company submitting bid] meets the
requirements of the RCO Ordinance, codified in Chapter 4 of the Borough Code. I certify
specifically as follows:

(1) Marino Corporation [Name of Company submitting bid] and its employees
have all licenses, registrations, certificates or other credentials required by federal and state law
and the laws of the Borough with respect to the contract for the Borough Hall Roof Replacement
that it seeks to self-perform.

(2) Marino Corporation [Name of Company submitting bid] meets the bonding
requirements for the contract required by law or contract specifications, as well as applicable
insurance requirements for the contract, including general liability, workers compensation and
unemployment insurance.

(3) Marino Corporation [Name of Company submitting bid] has not been debarred
or suspended by any federal, state or local government agency or authority in the past three years.

(4) Marino Corporation [Name of Company submitting bid] has not defaulted on
any project in the past three years.

(5) Marino Corporation [Name of Company submitting bid] has not had any type of business, contracting or trade license, registration or certification revoked or suspended in the past three years.

(6) Marino Corporation [Name of Company submitting bid] and its principals/owners have not been convicted of any crime relating to its contracting business in the past ten years.

(7) Within the past three years, Marino Corporation [Name of Company submitting bid] has not been found in violation of any law applicable to its contracting business, including, but not limited, to licensing laws, tax laws, wage and hour laws, prevailing wage laws, environmental laws or others, where the result of such violation was the payment of a fine, back pay damages or any other type of penalty in the amount of \$5,000 or more.

(8) Marino Corporation [Name of Company submitting bid] shall employ a sufficient number of craft labor personnel required to successfully perform any project work it self-performs or shall use qualified subcontractors to meet this requirement and shall assign workers to perform only work in their respective craft or trade for which they have sufficient skills and training, or shall use qualified subcontractors to meet this requirement.

(9) Marino Corporation [Name of Company submitting bid] will pay all craft employees on the project, at a minimum, the applicable wage and fringe benefit rates, as established for the classification in which the worker is employed, in accordance with the Pennsylvania Prevailing Wage Act, 43 P.S. §§ 165-1 - 165-17 or the Federal Davis Bacon Act, 40 U.S.C. § 276a *et. seq.*, as applicable.

(10) Marino Corporation [Name of Company submitting bid] will ensure that all craft labor it employs on the project will have completed, prior to working on the project the OSHA 10-

hour training course for safety established by the U.S. Department of Labor. If the firm is a prime contractor, it shall also ensure that at least one person on the project has completed the OSHA 30-hour construction training course established by the U.S. Department of Labor.

(11) Marino Corporation [Name of Company submitting bid] participates in an apprenticeship program for each separate trade or classification it which it employs craft employees and shall continue to participate in such program or programs for the duration of the project.

a. For purposes of this section an apprenticeship program must be currently registered with and approved by the US Department of Labor or a state apprenticeship agency and has graduated apprentices to journey-person status for at least three (3) of the past five (5) years, or every year since the firm's establishment.

b. If a firm is identified as the lowest responsible bidder or otherwise selected as the prospective awardee or as a subcontractor of an awardee, it shall provide appropriate documentation as determined by the Borough, to verify it meets the requirements of this section for each trade classification of craft workers it will employ on the project. This verification shall be provided prior to performance of work by the firm.


(12) The construction manager, general contractor or other lead or prime contractor responsible for the project shall ensure that at least 70 percent of the craft labor workers employed on the project shall be comprised of either journey-person workers who have successfully completed an Apprenticeship Program as defined in Section 3(c)11 of the RCO Ordinance or apprentices registered in such programs. The apprenticeship participation as specified by this section must be in the same trade or craft for which the workers are employed on the project.


(13) Marino Corporation [Name of Company submitting bid] shall assign craft labor personnel who only work in the craft or trade in which they are employed.

(14) Marino Corporation [Name of Company submitting bid] has all other technical qualifications and resources, including equipment, personnel and financial resources, to successfully perform the referenced contract and shall maintain such capabilities throughout the duration of the project, or will obtain same through the use of qualified, responsible subcontractors or vendors.

(15) Marino Corporation [Name of Company submitting bid] shall notify the Borough within seven days of any material changes in its operation that relate to any matter attested to in this certification.

The Certification is made subject to the Penalties of 18 Pa C.S.A. Section 4904, relating to unsworn falsification to authorities.

By: 
(Name)
Richard M. Marino, President
(Title)
August 26, 2025
(Date)

Witness: 
(Name) Paul Gaffney
August 26, 2025
(Date)

Sworn to and subscribed before me this 26th
day of August, 2025


NOTARY PUBLIC

My Commission Expires:

Commonwealth of Pennsylvania - Notary Seal
Anne G. Marino, Notary Public
Montgomery County
My commission expires May 30, 2026
Commission number 1190231
Member, Pennsylvania Association of Notaries

D-8



Borough of West Chester
401 East Gay St West Chester PA 19382

Borough Council

Patrick McCoy, President
Nicole Scimone, Vice President
Bryan Travis
Brian McGinnis
Sheila Vaccaro
Bernie Flynn
Lisa Dorsey

Mayor

Lillian L. DeBaptiste

Borough Manager

Sean Metrick

To: Borough Council and Mayor
From: Sean Metrick, Borough Manager
Date: August 28, 2025

Re: Staff Recommendation: Gay St Closure infrastructure bid

Staff has reviewed the bid tabulation and recommendation from RVE, consulted with the Solicitor, and met as a team today to discuss the results of the August 26 bid opening.

Our top priority in this project has always been to increase safety for the annual open-air market – a wonderful and successful recurring event that draws thousands of visitors to our town. We want the closure system to be easy to deploy and look good. Lastly, we want to enhance the streetscape with signs and accessibility improvements.

We have learned, after three attempts, that the project estimate in the 2025 budget is too low to do the full scope of the project envisioned. The reasons are rooted in the fact that this is a complex project with many stakeholders and overlapping infrastructure, not to mention the effects of tariffs enacted since the 2025 budget was approved that are making all kinds of projects in the construction industry harder to reliably price.

Staff recommends two options for Council to consider:

Option A – Award the base bid + Alternate 5

Option B – Award the base bid + Alternate 5 + Alternate 1 + Alternate 6

Option A provides for closure of Matlack and Darlington Streets only with the additional fixed bollards needed to prevent vehicles that try to evade the in-street closure.

Option B is the original scope of the project- closure of Matlack, Darlington, and High Streets with additional fixed bollards at all specified intersections.

The following chart shows the 2025 budget and costs for each option:

	2025 Budget	Option A	Option B
Construction	\$ 975,000	\$ 971,900	\$ 1,737,400
Construction Management	included	\$ 71,500	\$ 107,000
TOTAL Expense	\$ 975,000	\$ 1,043,400	\$ 1,844,400
Chester County DCD grant - phase 1	\$ 677,798	\$ 677,798	\$ 677,798
ARPA allocation (final)	\$ 262,000	\$ 328,606	\$ 328,606
General Fund Dollars	\$ 35,202	\$ 36,996	\$ 837,996
TOTAL Revenue	\$ 975,000	\$ 1,043,400	\$ 1,844,400
Chester County DCD grant - phase 2			\$ 425,000
Net cost to General Fund with scope change	\$ 35,202	\$ 36,996	\$ 412,996

Staff Recommendation

Staff recommends awarding Option B. This gets more of the project done in a shorter amount of time to desired specifications of safety and ease of deployment. We are actively working with Chester County DCD to determine if the change in scope affects either phase of the grant funding. We would like to deploy both phase 1 and phase 2 funding to Option B, but have yet to receive confirmation from Chester County that they agree with that approach.

We recommend folding the alternates for signs and accessibility in the original design into the next phase of the project- new closure infrastructure at Church and Walnut Streets. We intend to find grant funding and bid that project this time next year, provided Council agrees with that course of action in the forthcoming capital plan and budget for 2026.

July 30, 2025

Brian Kulakowsky
West Goshen Township
1025 Paoli Pike
West Chester, PA 19380

**Subject: Planning and Engineering Support Services
West Chester University Master Plan**

Dear Mr. Kulakowsky:

Urban Engineers, Inc. (Urban) is pleased to submit our proposal to West Goshen Township and Borough of West Chester for Planning and Engineering Support Services associated with the review of the West Chester University Master Plan and associated applications.

We understand that the project involves both municipalities and as such, would require a comprehensive review of the project as well as separate reviews for each respective municipality and their codes and ordinances.

PROJECT UNDERSTANDING

Urban will provide the following services:

- Planning Review
 - Third Party assessment of Master Plan
 - Review Conditional Use Application in accordance with applicable municipal ordinances and codes
 - Provide written memorandum with review comments for each municipality
 - Attend and provide testimony at West Goshen Township Board of Supervisors Conditional Use Hearing(s)
 - Attend and provide testimony at Borough of West Chester Conditional Use Hearing(s)
- Engineering Review
 - Third Party assessment of Master Plan
 - Staff are available for specific analysis on an as-needed basis i.e. traffic analysis, site/land development, etc.

It is assumed that the project will involve two separate contracts: one for the Borough of West Chester and one for West Goshen Township. Review of the Master Plan and Conditional Use Application will be split evenly by the municipalities while attendance and testimony at each meeting will be billed solely to the respective municipality.

PERSONNEL

Urban proposes to provide the following staff members for the review of the master plan and applications.

Staff	Role	2025 Hourly Billing Rate**
Danielle Baer, PP, AICP*	Project Manager/Planning Review	\$150/hr
Matt Reese, PE, AICP	Planning/Engineering Review	\$170/hr
Mike Thomas, PE	Engineering Review	\$230/hr
Chris Burke, PE, PTOE	Traffic Analysis	\$225/hr
Abbey Gancz, PE, LEED AP	QAQC	\$190/hr

* Staff anticipated to attend public meetings.

**Hourly Billing Rates are subject to change as of January 1, 2026.

In addition to the rates provided above, it is assumed that the respective municipalities will also reimburse mileage costs associated with meeting attendance. This cost is equivalent to the standard IRS mileage rate, \$0.70 per mile (subject to change as determined by the IRS).

Please see attached our standard business conditions Authorization to Proceed. If selected, please have a representative from each municipality sign and return the Authorization to Proceed.

Should you have any questions, please feel free to contact me.

Very truly yours,

URBAN ENGINEERS, INC.



Danielle A. Baer, PP, AICP
Senior Planner

AGREEMENT AND AUTHORIZATION TO PROCEED

I have read Urban Engineers, Inc.'s July 30, 2025 proposal for Planning and Engineering Support Services associated with the West Chester University Master Plan Review and hereby authorize Urban to proceed with the work. I fully agree that this authorization commits West Goshen Township and Borough of West Chester to retaining Urban for the scope of work, fee, general conditions, and other business conditions described in the cited proposal.

My signature below authorizes Urban to proceed.

Signature _____

Name/Address _____

Date _____

URBAN ENGINEERS PRINCIPAL APPROVAL: _____

DATE: _____

GENERAL CONDITIONS

1. Services. The Engineer will perform its services in whatever manner and to the extent that the client may require and as reasonably consistent with the Scope of Engineer's Services defined in the letter bearing this Exhibit.

2. Coordination of Services. The Engineer's scope of services will be performed in character, sequence, and timing so that they will be coordinated with those of the client.

3. Payments. Invoices will generally be submitted once per month for services performed during the previous month. Payment will be due within 30 days of invoice date. Interest will be added to accounts in arrears at the rate of 1-1/2% per month (18% per annum) or the maximum rate allowed by law, whichever is the lesser, of the outstanding balance. (In the event Urban files suit to enforce overdue payments, Client will reimburse Urban for all court costs and reasonable attorneys' fees.) Urban shall be entitled, without breach of Contract, to suspend or terminate, at its sole option, its obligations under the Agreement if any invoice is not paid within 30 days of receipt.

4. Personnel Expenses. Unless otherwise provided in Urban's proposal, "Direct Personnel Expense" is defined as the direct salary of all the Engineer's personnel engaged on the project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions, and similar contributions and benefits. Overtime will be charged for out of office services provided by staff member employees when these services require more than 8 hours per day, including travel. Overtime is charged at a rate of 1.5 times the regular hourly rate.

5. Reimbursable Expenses. Unless otherwise provided in Urban's proposal, the following items of direct non-salary expenses shall be billed at Urban's cost plus 15 percent:

- A. Transportation and living expenses incurred for out of town projects.
- B. Long distance telephone calls, facsimiles, telegrams and cables.
- C. Delivery charges for samples, field testing equipment, etc.
- D. Laboratory equipment and instrumentation directly identifiable to the project.
- E. Purchase of specialized equipment and rental of

equipment from outside vendors.

F. Photographs for project records and reproduction of drawings and reports.

G. Computer services provided by outside vendors.

H. Drafting and typing services and other labor provided by outside contract personnel.

I. Use of rental vehicles.

This Schedule of Fees will be utilized for a period of 6 months from the date of submission unless otherwise provided in the Agreement. It is subject to revisions at six month intervals unless otherwise stipulated in the Agreement.

6. Engineers' Accounting Records. Records of Reimbursable Expenses and expenses pertaining to services performed on the Project shall be kept on the basis of generally accepted accounting principles and shall be available to the Client at mutually convenient times.

7. Ownership and Use of Documents. Drawings, Schedules, and Specifications prepared by the Engineer as instruments of services are and shall be the property of Urban whether the Project for which they are made is executed or not. The Client shall be permitted to retain copies, including reproducible copies, of Drawings, Schedules, and Specifications for such information and reference. The Drawings, Schedules, and Specifications shall not be used by the client on other projects, or for completion of this Project by others (provided the Engineer is not in default under this Agreement), except by agreement in writing and with appropriate compensation to the Engineer. Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Client's or the Engineer's rights.

8. Client's Responsibilities. The Client shall facilitate the exchange of information among the consultants retained by the Client as necessary for the coordination of their work. The Client will provide the Engineer with all existing information relating to the Project which Engineer may request including identity of other Engineers on the Project and the scope of services. If the Client becomes aware of any fault or defect in the Project or the Engineer's services, the Client will promptly notify the Engineer. The Client shall furnish required information or services as expeditiously as necessary for the orderly performance of the work.

9. Engineer's Role During Construction. It is understood that the Engineer is not responsible for

construction of the Project, and that the Engineer is not responsible for the acts or omissions of any contractor, subcontractor, or material supplier, for safety programs or enforcement, or for construction means, methods, programs or enforcement, or for construction means, methods, techniques, sequences, and procedures employed by the Client, its agents, subcontractors, officers, employees or persons acting on their behalf. The Client's construction contractor shall be solely responsible for the construction means, methods, techniques, sequence or procedures for all safety precautions and programs in connection with the work, compliance with OSHA regulations, and for the act or omissions of himself, all subcontractors, or any other persons performing any of the work or for the failure of any of them to carry out the work in accordance with the contract documents, statutes, laws, and ordinances, permits or regulations. It is the express intent of this provision that the Client's Construction Contractor is solely responsible for job-site safety on the work. Neither Urban, its Engineer, or its project manager or any of its designees have any responsibility for, or control of, the implementation of the Client's Construction Contractor safety program. Any program monitoring the performance of the work implemented by Urban, its engineers, project managers or any of their designees shall not be deemed to be the exercise of control, or the right to control, of the Client's Construction Contractor implementation of the means, methods, sequencing and over-sight of the safety programs of the Client. This paragraph also applies to any initial submission of any Client Construction Contractor Safety Program to Urban for review and suggested modifications.

10. Indemnification. To the fullest extent permitted by law, the Client shall indemnify and hold harmless Urban, its engineers, project manager, and agents and employees of any of them from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the work, providing such claim, damages, loss or expenses contributed to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the "work itself". This obligation extends to any damages or injuries or causes of actions alleged to result in whole or in part by the negligence of Urban, its engineers, project

¹ Environmental Liability includes, but is not limited to specification of a product, material or process containing a hazardous substances; failure to detect the existence or proportion of hazardous substances in a product, material or process; the abatement, replacement or removal of a product, material or process containing hazardous substances; and also includes activities resulting in the actual, alleged or threatened discharge, dispersal release or escape of pollutants ("pollutants" mean

managers, and their agents, servants and employees, except as limited below. The obligation of the client under this paragraph shall not extend to the liability of any design professional and agents and employees of any of them arising out of (1) the preparation of inclusion of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (2) the giving of or the failure to give direction or instructions by the design professional and the agents and employees of any of them, providing such giving or failure to give is the primary cause of the injury or damage. It is understood and agreed that, in seeking the professional services of Urban under this Agreement, Client may be requesting Urban to undertake uninsurable obligations for Client's benefit involving the presence or potential presence of hazardous substances. Therefore, Urban's indemnification of Client shall not include loss or damage arising out of or relating to hazardous waste handling, transportation, treatment, storage, disposal, or cleanup or other Environmental Liability.¹ Subject to the foregoing and the "Limitation of Liability" contained in Article 13 hereof, Urban shall indemnify Client for loss or damage caused by the sole professional negligence, errors or omissions of Urban in the performance of the work under this Agreement. When and to the extent Urban arranges on behalf of the Client for the handling, transportation, treatment, storage or disposal of hazardous substances or wastes, Client shall release, indemnify, hold harmless and defend Urban from any and all claims, demands, judgments or other liability associated with such activity except if transported solely by Urban. Any manifests or forms in connection with such activity shall be executed by or in the name of Client. The Parties do not intend Urban to be a generator or transportation of such hazardous substances in the performance of the work hereunder. Client hereby indemnifies and holds harmless (including reasonable attorneys' fees) Urban and any employee or agent against all liability to third parties (other than liability solely the fault of Urban) arising from or in connection with the violation of any third party's trade secrets, proprietary information, trademark, copyright, or patent rights in connection with the performance of the work hereunder. Client's obligation to indemnify Urban or any employee or agent thereof will survive the expiration or termination of this Agreement by either party for any reason. Urban shall promptly

any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, nuclear material waste and waste materials to be recycled, reconditioned or reclaimed) and also any material that is toxic, carcinogenic, mutagenic, biologically infectious, explosive, flammable or characterized as hazardous under applicable federal, state or local law.

notify Client of any third party claim known to Urban and Client may, at its option, conduct the defense of any such third party action and Urban shall cooperate with such defense.

11. Insurance. Urban is protected by Workers' Compensation Insurance, Professional Liability Insurance, and by Standard Public Liability Insurance. Upon request, Urban will furnish information and Certificates of Insurance. Urban will not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance. Urban will not be responsible for any loss, damage or liability arising from Client's negligent acts, errors and omissions and those of Client's staff, consultants, contractors and agents or from those of any person for whose conduct Urban is not legally responsible.

12. Standard of Care. In accepting this Agreement for professional services, Client acknowledges the inherent risks associated with the performance of the proposed services. Accordingly, Urban warrants that in performing professional services, Urban will use that degree of care and skill ordinarily exercised under similar circumstances by members of the profession practicing in the same or similar locality. Estimates of cost, approvals, recommendations, opinions and decisions by Urban are made on the basis of Urban's experience, qualifications and professional judgment and are not to be construed as warranties or guarantees. All other warranties, expressed or implied, are hereby disclaimed, unless agreed to in writing by Urban, for a separate fee and specifically referencing this paragraph.

13. Limitation of Liability. Notwithstanding any other provision of these General Conditions, for any damage or costs resulting from any cause, loss or damage, arising from this Agreement, including Urban's strict liability error, omission or other professional negligence in the performance of Urban's services, the liability of Urban to all claimants will be limited to an aggregate sum not to exceed the fee for professional services as computed from the Standard Schedule Fees or the limits of Urban's collectable liability insurance, whichever is lesser. If Client requires the limitation of liability to be extended beyond the specified dollar limit, Urban will obtain project Professional Liability Insurance coverage for the greater limits, if available. The cost to obtain additional insurance coverages shall be paid by Client. It is specifically acknowledged that there are certain uninsurable risks involved in some services provided by Urban. Any request for this option must be made at the time Client accepts Urban's proposal. In no event shall either Party be liable to the other for

special, indirect, incidental or consequential damages whether or not such damages were foreseeable at the time of the commencement of the Work.

14. Wastes on Site. It is hereby understood that Urban shall have no responsibility for the presence, handling, removal or disposal of, or exposure of persons to wastes, pollution, toxic substances, or any other material on site, whether or not classified as "hazardous" by any governmental agency. Client recognizes that when it is known, assumed or suspected that hazardous materials exist on or beneath the surface of the site of the Project or within any structure thereon, certain sampling materials or residues, such as drill cuttings and drilling fluids or asbestos removed for sampling, should be handled as if hazardous or contaminated. Accordingly when sampling is included in the scope of services and when determined by Urban in its sole and exclusive judgment to be necessary based on Urban's assessment of the degree of contamination, hazard and risk, Urban will promptly inform Client that containerization and labeling of wastes or residues will be performed. Urban will appropriately contain and label such materials and will leave the containers on site for proper, lawful removal, transport and disposal by Client. Client waives any claim against Urban and agrees to indemnify, defend and hold Urban Harmless from any claim or liability for injury or loss which may arise as a result of the drill cuttings, drilling fluids or other assumedly hazardous materials being left on the site of the project after containerization by Urban. It is Urban's established policy not to accept title to hazardous materials and to neither store such materials nor contract to store such materials.

15. Hazardous Materials. In consideration of the substantial risks to Urban posed by the presence or suspected presence of asbestos or hazardous or toxic materials on or about the project site, the Client agrees, to the fullest extent permitted by law, to indemnify, defend, and hold harmless Urban, its officers, directors, employees, agents and independent consultants and any of them from all claims and losses, including remediation costs, reasonable attorneys' fees and defense costs, arising out of, or in any way connected with, the performance or nonperformance of the obligations under this Agreement unless and until there has been an adjudication by a court or forum of competent that the claims at issue were caused primarily by the negligence of Urban.

16. Biological Pollutants. Unless explicitly stated otherwise in Urban's scope of services, Urban's scope of services does not include the investigation or detection of the presence of any biological pollutants

in or around any structure. Client agrees that Urban will have no liability for any claim regarding bodily injury or property damage alleged to have arisen from or to have been caused by the presence of or exposure to any biological pollutants in or around any structure. In addition, Client will defend, indemnify, and hold harmless Urban from any third-party claim for damages alleged to have arisen from or to have been caused by the presence of or exposure to any biological pollutants in or around any structure, except for damages arising from or caused by Urban's sole negligence. The term "biological pollutants" includes, but is not limited to, molds, fungi, spores, bacteria, viruses, and the byproducts of any such biological organisms.

17. Shop Drawing Review. If set forth in writing as a part of the scope of work for the Project, Urban shall review and approve Contractor submittals, such as shop drawings, product data, samples and other data, as required by Urban, but only for the limited purpose of checking for reasonable conformance with the design concept and the information expressed in the contract documents. This review shall not include review of the accuracy or completeness of calculations, details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. Urban's review shall be conducted with reasonable promptness while allowing sufficient time in the Urban's judgment to permit adequate review. Review of a specific item shall not indicate that the Urban has reviewed the entire assembly of which the item is a component. The Urban shall not be responsible for any deviations from the contract documents not brought to the attention of Urban in writing by the Contractor. Urban shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

18. Americans with Disabilities Act (ADA). The ADA provides that it is a violation to design and construct a facility for first occupancy later than January 26, 1993, that does not meet the accessibility and usability requirements of the ADA except where an entity can demonstrate that it is structurally impractical to meet such requirements. The client acknowledges that the requirements of the ADA will be subject to various and possibly contradictory interpretations. It is further recognized that the ADA is a federal civil rights legislation that is not part of, or known to be compatible with, state or local law, codes and regulations governing construction. Therefore, Urban will use reasonable professional engineering

efforts to interpret applicable ADA requirements and other federal, state, and local rules, codes, ordinances and regulations as they apply to the project. Urban cannot and does not warrant or guarantee that the project will comply with interpretations or court opinions of ADA requirements notification requirement on all contractors, subcontractors or material men, of any tier, and shall require all subcontracts entered into at any level to contain a like requirement. Failure of the Client, and any of the entities recited in this paragraph to notify Urban, in writing, subject to the other provisions of this Agreement, shall relieve Urban of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given. Payments to Urban shall not be withheld, postponed or made contingent on the construction, completion or success of the project; or, upon receipt by the Client of additional or offsetting reimbursement or credit from other parties causing Additional Services or expenses. No withholding, deductions or offsets shall be made from Urban's compensation for any reason unless Urban has been found to be legally liable for such amounts by a court of competent jurisdiction.

19. Delays. Urban is not responsible for delays caused by factors beyond Urban's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of the Client or Owner to furnish timely information or approve or disapprove Urban's services or work product promptly, or delays caused by the Client or its contractors, subcontractors, material men, consultants or subconsultants of any level. When such delays beyond Urban's reasonable control occur, the Client agrees that Urban is not responsible for damages, nor shall Urban be deemed to be in default of this agreement.

20. Termination. Either the Client or Urban may terminate this Agreement at any time with or without cause upon giving the other party ten (10) calendar days prior written notice. The Client shall within ten (10) calendar days of termination pay Urban for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of this contract.

21. Timeliness of Performance. Urban acknowledges the importance to the client of timely performance and agrees to put forth reasonable professional efforts in performing the services with due diligence under this Agreement. The Client understands, however, that Urban's professional

performance must be governed by sound professional practices, and/or other federal, state and local laws, rules, codes, ordinances and regulations as they may apply to the project. Urban strongly advises the Client to obtain appropriate legal counsel with respect to compliance with the ADA.

22. Certificate of Merit. The Client shall make no claim for professional negligence, either directly or in a third party claim, against Urban unless the Client has first provided Urban with a written certification executed by an independent design professional currently practicing in the same discipline as Urban and licensed to practice in the (pick appropriate state – see Urban Legal if unsure). This certification shall: a) contain the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a professional performing similar services under similar circumstances; and, c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to Urban not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any proceeding before a tribunal of competent jurisdiction.

23. Betterment. If, due to Urban's error, any required item or component is omitted from the documents produced by Urban for the project, Urban shall not pay for the cost to add such item or component to the extent that such item or component would have been otherwise necessary to the project or otherwise adds value or betterment to the project. In no event will Urban be responsible for any cost or expense that provides betterment, upgrade or enhancement of the project.

24. Certifications, Guarantees and Warranties. Notwithstanding any other paragraph of this Agreement and in no way limiting or abridging their effectiveness, Urban shall not be required to sign any document, no matter by whom requested, that would result in Urban's having to certify, guarantee or warrant the existence of conditions whose existence Urban cannot ascertain. The client also agrees not to make resolution of any dispute with Urban or payment of any amount due to Urban in any way contingent upon Urban's signing any such certification.

25. Changed Conditions. The client shall rely upon Urban's professional judgment as to the continued adequacy of this Agreement in light of occurrences or discoveries that were not originally contemplated by or unknown to Urban. Should Urban call for contract renegotiation, Urban shall identify the changed

condition necessitating renegotiation and Urban and the Client shall promptly and in good faith enter into renegotiation of this agreement. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate the agreement.

26. Consequential Damages. Notwithstanding any other provision of the Agreement, neither party shall be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of the fault or whether it was committed by the Client or Urban, their employees, agents, subconsultants or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.

24. Defects in Services. The client shall promptly report, in writing, to Urban any defects or suspected defects in Urban's work or services of which the Client becomes aware, so that Urban may take measures to mitigate the consequences of such a defect. The Client agrees that it will impose the same

27. Unauthorized Changes. If Client consents to, allows, or authorizes or approves of any changes to any plans, specifications or other construction documents, and these changes are not approved in writing by Urban, the Client recognizes that such changes and the results thereof are not the responsibility of the design professional. Therefore, the Client agrees to release Urban from any liability arising from the construction, use or result of such changes. Also, the Client Agrees, to the fullest extent permitted by law, to indemnify and to hold Urban harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) arising from such changes, except only those damages and liabilities and costs primarily caused by the negligence or willful misconduct of Urban.

28. Information Supplied by Others. The Client shall provide to Urban such information as is available to the Client and the Client's consultants and contractors, and Urban shall be entitled to rely on the accuracy and completeness thereof. The Client recognizes that it is impossible for Urban to guarantee the accuracy, completeness, and sufficiency of such information, either because it is impossible to verify, or because of errors and omissions which may have occurred in assembling the information that the Client and others are providing. When the development of any "as-built" or "record" drawings is included in its scope of services, Urban shall indicate to the Client the information needed for the rendering of services hereunder, including but not limited to the information required for such documents. Accordingly, the Client agrees, to the fullest extent permitted by law, to

indemnify and hold harmless Urban from any liability, claim, or cost (including reasonable attorney's fees and costs of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided to Urban by the Client, the Client's contractors, subcontractors, materialmen, consultants, and subconsultants, of any level.

29. Deliverables, Drawings and Digital files. We stand by the accuracy of the sealed drawings accompanying the electronically recorded data files. We represent that the submitted data files are intended to work with an agreed upon software and version of either AutoCAD or Microstation running on a PC based computer running Windows 2000 or Windows XP. There is no warranty as to the compatibility of these files beyond the software versions specified. Since the data stored on electronic media can deteriorate or be modified without our knowledge, the files are submitted to you for a 30-day acceptance period. Of course, should you find any errors, they will be corrected by us as part of our basic agreement. Beyond that 30-day period, the submitted files shall be considered accurate as submitted. Since the sealed drawings are our work product, we cannot assume responsibility or liability for any modifications or reuse by others without our written verification for the specific purpose.

30. Interpretation. The "Limitations on Liabilities" and "Indemnities" in this Agreement are business understandings between the parties and shall apply to all different theories of recovery, including, but not limited to, breach of contract or warranty, tort (including negligence), strict or statutory liability, or any other cause of action. "Parties" means the Client and Urban, and their officers, partners, employees, agents, contractors, subcontractors, materialmen, consultants and subconsultants of any level. The parties also agree that the Client will not seek damages in excess of the contractually agreed limitations indirectly through suits with other parties who may join Urban as a third-party defendant.

31. Miscellaneous.

A. Urban will only commence work on this project upon receipt from the Client of both the authorization to proceed, and any agreed upon retainer. This retainer will be applied to the final invoice for the project.

B. The Agreement represents the entire and integrated Agreement between the Client and Urban and supersedes all prior negotiations, representations or agreements, either written or oral, and may be amended only by written instrument signed by both

the Client and Urban.

C. Urban has the right to renegotiate the fee if the original scope is changed or the scope of services is not completed within 12 months.

D. It is recognized that Urban has no control over the cost of labor, materials or equipment for construction, over any Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, Urban cannot, and does not, warrant or represent that bids or negotiated prices will not vary from any cost estimate or evaluation prepared by Urban.

E. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

F. If any portion of this Agreement is found to be unenforceable by a Court of Competent Jurisdiction, all other portions shall remain in full force and effect.

G. Nothing contained in this Agreement shall be deemed to create any contractual relationship with, or to create a right of action of any nature, in favor of, any third party not a party hereto whether, inter alia, sounding in contract or in tort. Further, it is the express intent of the parties that the work performed under this Agreement is solely for the benefit of the Client and is not to be relied upon by any third party unless the third party enters into a separate agreement with Urban and agrees to the terms and conditions herein.



Danielle Baer, PP, AICP

Senior Planner

Danielle has a wide range of experience as a planner in both the public and private sectors, serving municipal, county, MPO, and agency clients. In addition to zoning/land use planning and transportation planning, Danielle is also well-versed in public outreach, offering virtual, hybrid, and in-person meeting capabilities. Danielle has extensive public involvement program management experience, most recently managing the public involvement effort for SJTPO's Countywide Local Road Safety Plans. By creating and executing Public Involvement Action Plans (PIAPs), managing project website platforms and their content, and offering a diverse array of outreach and engagement tools specifically crafted for each project, Danielle elicits early, active, and meaningful citizen and agency participation.

Years of Experience

6

Education

- Bachelor of Arts, Geography and Economics, Bucknell University, 2018
- Master of Science, City and Regional Planning, Temple University, 2020

Associations

- American Planning Association (APA)
- Elected At Large Council Member for the APA Pennsylvania Chapter Southeast Section (APA PA SE)
- WTS Philadelphia - 2025 Emerging Leader
- American Council of Engineering Companies of New Jersey (ACECNJ) Young Professionals Committee 2025-2027
- Institute of Traffic Engineers (ITE)
- NJ Bicycle and Pedestrian Advisory Council (NJ BPAC)

Course Work

- ITE Implementing the Safe System Approach Course, 2025
- FHWA NHI 142077 - Basics of Public Involvement in Transportation Decision Making, 2023
- FHWA NHI 142080 - Bicycle Facility Design, 2023
- FHWA NHI 151043 - Integrating Transportation and Land Use, 2023
- FHWA NHI 380106 - Highway Safety Manual Online Overview, 2023
- FHWA NHI 380125 - Introduction to Data Driven Safety Analysis (DDSA), 2023
- Esri Training MOOC - GIS for Climate Action, 2024
- FHWA NHI 142052 - Introduction to NEPA and Transportation Decision-making, 2024

Selected Project Experience

Countywide Local Road Safety Plans, SJTPO, Counties of Atlantic, Cape May, Cumberland, Salem, NJ

To address the unique safety needs on county and municipal roads, while contributing to the goals and objectives of the New Jersey 2020 Strategic Highway Safety Plan, SJTPO is managing the development and implementation of four (4) Local Road Safety Plans (LRSPs). Danielle leads the public outreach efforts across SJTPO's four-county region for the LRSPs. She created a stakeholder database for SJTPO by compiling a list of all key stakeholders, which has been critical to eliciting active engagement through the LRSP development process. Danielle also manages meeting planning and facilitation efforts as well as the elected official outreach portion of the planning process. Through the development of the plans, Danielle facilitated 12 County Workshops, 24 Steering Committee Meetings, seven (7) Elected Official Briefings, four (4) Public Meetings, five (5) Investment Strategy Meetings, and two (2) Focus Group Meetings, offering hybrid meeting capabilities and recording meetings for those who were unable to attend. Danielle remains on board to assist with public involvement and meeting facilitation for the first year of implementation efforts, following the adoption of the four (4) plans in December 2024.

HSIP 2021/2022 Safety Improvement Program, PennDOT District 6-0 (E04796), Bucks, Montgomery, Chester, Delaware, and Philadelphia Counties, PA

Danielle served as the Lead Transportation Planner for the \$7M Open End/Project Specific Agreement that encompassed a total of 21 Work Order Assignments. The program was the continuance of the Districtwide Roundabout Program to assist PennDOT with the planning, design, and implementation of various safety improvements throughout the Philadelphia region. Danielle led the Public Involvement efforts for six (6) of the Work Orders which included a range of proposed improvements such as roundabouts, signal improvements, road diets, and multimodal corridor improvements. For each project, Danielle identified key stakeholders, mailed letters to stakeholders, created flyers to advertise public meetings, assisted with the production of presentation and website materials, facilitated public meetings (virtual and in-person), gathered public feedback via digital and physical comment cards, and produced 2D and 3D renderings to demonstrate the proposed improvements.

HSIP 2021/2022 Safety Improvement Program, PennDOT District 6-0 (E04796), Vine Street Corridor Safety Improvements, Philadelphia, PA

As part of the HSIP 2021/2022 Safety Improvement Program contract, Urban worked with PennDOT to improve the safety of Vine Street from 8th Street to 15th Street. This project served as Phase 1 of the larger Chinatown Stitch Project in which a cap will be placed over the sunken Vine Street Expressway. As part of this project, Danielle managed the public involvement effort, facilitating both virtual and in-person public meetings, as well as coordinating with the Philadelphia Chinatown Development Corporation (PCDC) to incorporate translated materials and services for all public-facing documents and meetings. Danielle was instrumental in the creation of the presentation for the virtual meeting as well as the display boards for the in-person meeting. Danielle produced several renderings and typical sections using 3D software to show the existing conditions and proposed conditions with the road diet. Danielle tracked community feedback through physical comment forms and two online comment forms, summarizing all of the feedback for the project team which ultimately influenced the final plan.

On-Call Planning, Engineering, and Design Services, Washington Ave Y2 Report Work Order #8, Department of Streets, Philadelphia, PA

Baer completed a study analyzing the effects of the Washington Avenue road diet in its second year post-implementation. She coordinated data collection efforts, ensuring the proper data was collected to compare with previous studies and years of data. Danielle led the overall analysis effort generating tables and graphs for the final report. She also wrote the final report, concluding that the road diet successfully decreased speeds along the corridor with minimal impacts to travel times and parallel routes. Danielle presented the study's initial findings to members of City Leadership prior to the City publishing the final results in April 2025.

Prior Experience

Community Planner II, Montgomery County, PA

As a Community Planner at Montgomery County Planning Commission (MCPC), Danielle served as a consultant Planner for five (5) municipal clients: Upper Merion Township, Perkiomen Township, New Hanover Township, Pottstown Borough, and Souderton Borough. Danielle provided services ranging from typical comprehensive plans and revitalization plans to writing Wireless Telecommunication Ordinances and comprehensive re-zoning efforts. Other responsibilities included the review of Subdivision and Land Development Applications and regular attendance at Planning Commission and Board of Supervisor Meetings to advise on all Planning matters.

Comprehensive Re-Zoning, New Hanover Township, PA

To slow rapid development and preserve community character, Danielle led a comprehensive re-zoning effort in New Hanover Township. Following her creation of the Future Land Use Map for the township's adopted comprehensive plan, she created a new zoning map and presented the proposed map amendment to the Planning Commission, Board of Supervisors, and residents at several monthly meetings. Danielle received community support and several map amendments were adopted. Additionally, Danielle authored a new zoning district, the Village Mixed Use District, with the intent of the district to provide an area in the township for neighborhood-scaled businesses and services paired with a diversity of housing types. Strict design guidelines were included to pursue a village character of development, while also ensuring this portion of the township meets fair share housing requirements, pursuant to the township's commitment to their regional planning committee.

New Hanover Township Comprehensive Plan 2040, New Hanover Township, PA

Danielle assisted in the creation and adoption of the New Hanover Township Comprehensive Plan 2040. The plan addressed the increased development pressure and the community's desire to maintain its rural character. Danielle produced the future land use map, which was found to be generally consistent with the Pottstown Metropolitan Regional Planning Committee (PMRPC)'s comprehensive plan as well as with the county's comprehensive plan, Montco 2040. She presented the draft plan to the New Hanover Township Planning Commission, Board of Supervisors, and PMRPC, gathering input from key stakeholders and residents. After the plan's adoption, Danielle led the comprehensive rezoning effort in New Hanover Township, as a result of the plan's recommendations.