City of Chester
Deliberative Meeting Agenda

One 4th Street
Chester, PA 19013

Monday, November 10, 2025	2:00 PM	Council Chambers

ORDINANCES (To be Voted On):

B – 5

First Reading of Bill No. 5, Amending Part Thirteen - Planning and Zoning, to revise Subsection 1327.01 (b) entitled "Commercial Uses" of Article 1327 entitled "Allowed Uses In Primarily Non-Residential Zoning Districts", to prohibit a construction company or tradesperson's headquarters in the C-1/R, C-2/R, CBD, and W-1 Zoning Districts, to establish a maximum percentage of lot for outdoor storage in the Light Industrial Commercial (LIC) zoning district, and define "construction company or tradesperson's headquarters" in Subsection 1365.02.

Submitted By: Paul Fritz, Planning and Zoning Director
Attachment: Ordinance

B – 6

First Reading of Bill No. 6, Providing for the Dedication of Ulrich Street, a vacated street, situate generally between the Southerly side of West Second Street and the Northerly Side of West Front Street.

Submitted By: Kenneth R. Schuster, City Solicitor
Attachment: Ordinance

RESOLUTIONS FOR FINAL PASSAGE (To be Voted On):

R – 122

Authorize approval for the installation of a handicap parking zone in the 200 Block of Broomall Street, in the 800 Block of West 8th Street, in the 100 Block of East 21st Street, in the 1100 Block of Butler Street, in the 300 Block of East 20th Street, and in the 100 Block of Thurlow Street in the City of Chester.

Submitted By: Andrew Hayman, Public Works Director
Attachment: Resolution

R – 123

Authorize approval for the appointment of an Interim Open Records Officer.

Submitted By: Thomas Moore, Chief of Staff
Attachment: Resolution

R – 124

Authorize approval for testing to be given by the Civil Service Board to all eligible candidates for the position of Battalion Chief in the Chester Fire Department.

Submitted By: Janette Tarafa, Human Resources Director
Attachment: Resolution

R – 125
Authorize approval to enter into a License Agreement with the Commonwealth of Pennsylvania, Department of Environmental Protection for the installation, access, maintenance, operation and removal of an Air Monitoring Station at the Boys & Girls Club.

Submitted By: Mark Alexander, Parks, Recreation and Facilities Director
Attachment: Resolution

R – 126
Authorize approval for the preparation of a Request for Proposals for Professional Engineering Consulting Services.

Submitted By: Thomas Moore, Chief of Staff
Attachment: Resolution

R – 127
Authorize approval of the ratification of the submission of a Statewide Local Share Assessment grant to be used for the upgrade of damaged and inoperable vehicles in various Departments.

Submitted By: Richard Troutman, Chief Financial Officer
Attachment: Resolution

R – 128
Authorize approval of the ratification for the engagement of MG Engineering Associates, LLC, to provide environmental consulting and field oversight services.

Submitted By: Thomas Moore, Chief of Staff
Attachment: Resolution

R – 129
Authorize approval of Change Order #2 (COR-0002) in the amount of $9,886.00 increasing the contract value between the City of Chester and Davis Construction to $4,918,253.00

Submitted By: Thomas Moore, Chief of Staff
Attachment: Resolution

R – 130
Authorize approval of Security Release #2 for the 4th and Booth Distribution Center Land Development (Phase 2), in the amount of $254,083.80, leaving a balance of $23,740.00 to be retained as maintenance security through April 30, 2027.

Submitted By: Paul Fritz, Planning and Zoning Director
Attachment: Resolution

R – 131
Authorize approval of the amendment of the F.Y. 2021 Action Plan for the HOME-ARP funding and approve the allocation of HOME- ARP funds not to exceed $660,839.00 to Everest PACE Center, Inc. for Phase I of the Silvercare Senior Housing Development Project.

Submitted By: Lisa Gaffney, Executive Director of CEDA
Attachment: Resolution

R – 132
Authorize approval of the submission of a PECO Green Region Open Space Program Grant for the Crozer Park Trail Reforestation Project.

Submitted By: Lisa Gaffney, Executive Director of CEDA
Attachment: Resolution

R – 133
Authorize approval of a Memorandum of Understanding between the City of Chester, the Delaware County District Attorney's Office, and the Pennsylvania Horticultural Society for the stabilization and maintenance of vacant lots, owned by the City of Chester and the Chester Redevelopment Authority.

Submitted By: Lisa Gaffney, Executive Director of CEDA
Attachment: Resolution

R – 134
Authorize approval of a Memorandum of Understanding between the City of Chester, the Delaware County District Attorney's Office, and the Chester Police Department for the Chester Partners for Safe Neighborhoods Initiative.

Submitted By: Stefan Roots, Mayor
Attachment: Resolution

R – 135
Authorize approval of a Memorandum of Understanding between the City of Chester and the City of Salto Del Guairá, Paraguay, to establish a Sister City relationship.

Submitted By: Stefan Roots, Mayor
Attachment: Resolution

R – 136
Authorize approval for the ratification of an agreement with David Blackmore & Associates (DBA), Inc., for the required professional services to support the construction of the City's Public Works building at a cost not to exceed $29,273.84.

Submitted By: Thomas Moore, Chief of Staff
Attachment: Resolution

ADJOURN

BILL NO. 5

1st READING 11/12/2025

PASSED

NO.___, 2025

A N O R D I N A N C E
AS AMENDED

AN ORDINANCE OF CITY OF CHESTER, DELAWARE COUNTY, PENNSYLVANIA, AMENDING PART THIRTEEN - PLANNING AND ZONING, OF THE CODIFIED ORDINANCES OF THE CITY OF CHESTER, PENNSYLVANIA, 1978, AS SUPPLEMENTED AND AMENDED, TO REVISE SUBSECTION 1327.01 (b) ENTITLED "COMMERCIAL USES" OF ARTICLE 1327 ENTITLED "ALLOWED USES IN PRIMARILY NON-RESIDENTIAL ZONING DISTRICTS", TO PROHIBIT A CONSTRUCTION COMPANY OR TRADESPERSON'S HEADQUARTERS IN THE C-1/R, C-2/R, CBD, AND W-1 ZONING DISTRICTS, TO ESTABLISH A MAXIMUM PERCENTAGE OF LOT FOR OUTDOOR STORAGE IN THE LIGHT INDUSTRIAL COMMERCIAL (LIC) ZONING DISTRICT, AND DEFINE "CONSTRUCTION COMPANY OR TRADESPERSON'S HEADQUARTERS" IN SUBSECTION 1365.02; AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT THEREWITH.

THE COUNCIL OF THE CITY OF CHESTER DOES ORDAIN:

SECTION 1. That Article 1327.01(b) entitled "COMMERCIAL USES" of Article 1327 entitled "ALLOWED USES IN PRIMARILY NON-RESIDENTIAL DISTRICTS" Part Thirteen – Planning and Zoning of the Codified Ordinances of the City of Chester, 1978, as supplemented and amended which reads as follows:

TYPES OF USES	C-1/R	C-2/R	CBD	U/O	LIC	MIC	HIC	W-1
Construction Company or Tradesperson's Headquarters (including but not limited to landscaping, building trades or janitorial contractor). See also as Home Occupation. Accessory outdoor storage shall be permitted provided it meets the screening requirements of Section 1361.03(D).	P*	P*	P*	N	P	P	P	P*

* = A maximum of 25% of lot shall be used for outdoor storage.

Be and the same is hereby amended to read as follows:

TYPES OF USES	C-1/R	C-2/R	CBD	U/O	LIC	MIC	HIC	W-1
Construction Company or Tradesperson's Headquarters (including but not limited to landscaping, building trades or janitorial contractor). See also as Home Occupation. Accessory outdoor storage shall be permitted provided it meets the screening requirements of Section 1361.03(D).	N	N	N	N	P*	P	P	N

* = A maximum of 25% of lot shall be used for outdoor storage.

SECTION 2. That Article 1365.02 entitled "Terms Defined" is hereby amended as follows:

Construction Company or Tradesperson Headquarters. A facility serving as the primary base of operations for a construction-related business or skilled tradesperson. This use typically includes office space for administrative functions, indoor or outdoor storage of tools, equipment, and materials, and may include parking for company vehicles. It may also involve minor fabrication or assembly of components related to the trade, but does not include large-scale manufacturing or retail sales to the general public.

SECTION 3. REPEALER. Any and all terms, conditions and provisions of any Ordinance or Resolution of the City of Chester in conflict with the terms, conditions and provisions of this Ordinance, are hereby repealed to the extent of such conflict.

SECTION 4. SEVERABILITY. It is hereby declared to be the legislative intent, that if a court of competent jurisdiction declares any provision of this Ordinance to be invalid or ineffective in whole or part, the effect of such decision shall be limited to those provisions which are expressly stated in the decision to be invalid or ineffective, and all such other provisions of this Ordinance shall continue to be separately and fully effective.

SECTION 5. EFFECTIVE DATE

This Ordinance shall be effective immediately upon adoption of the City of Chester City Council.

WE HEREBY CERTIFY that this Ordinance passed Council this _____ day of _____, A.D. 2025.

_____
MAYOR

Attest: _____
CITY CLERK

BILL NO. 6

1st READING 11/12/2025

PASSED

NO. ____, 2025

A N O R D I N A N C E

AN ORDINANCE OF THE CITY OF CHESTER, DELAWARE COUNTY, PENNSYLVANIA, PROVIDING FOR THE OPENING OF ULRICH STREET, A VACATED STREET, SITUATE GENERALLY BETWEEN THE SOUTHERLY SIDE OF WEST SECOND STREET AND THE NORTHERLY SIDE OF WEST FRONT STREET.

SECTION 1. That Ulrich Street, a vacated street identified as Delaware County parcel ID 49-07-00039-00 and owned by the City of Chester situate generally between the southerly side of West Second Street and the northerly side of West Front Street, and more particularly described as follows:

ALL THAT CERTAIN parcel of ground situate in the Seventh Ward of the City of Chester, County of Delaware, State of Pennsylvania, bounded and described as follows according to a survey and plan thereof, dated December 9, 1965, prepared by Catania Engineering Associates, Inc., Civil Engineers and Land Surveyors, Chester, Pa., to wit:

BEGINNING at a point on the Southeasterly side of West Second Street (60' wide), said point being located N 55° - 48' E. 33.43' and N 65° - 11' - 30" E. 432.57' from the Northeasterly side of Lloyd Street (145' wide); THENCE (1) along the Southeasterly side of West Second Street N 65°- 11' - 30" E 40.00' to a point; THENCE (2) along the lands of Stanton Properties LP S 24° - 48' – 30" W 306.60' to a point on the Northwesterly side of West Front Street; THENCE (3) along the said side of West Front Street S 64° - 58' - 30" W 40.00' to a point; THENCE (4) leaving said side of West Front Street and along lands of 742 W. Front Street LLC N 24°- 48'- 30" W 306.75' to the first mentioned point and place of beginning.

BEING the bed of Ulrich Street, 40 feet in width, between West Front Street and West Second Street, and the same premises which Reynolds Metal Company by Deed dated August 5, 1966 and recorded in the office for Recording of Deeds in and for Delaware County in Deed Book 2252, Page 353 conveyed unto Gash-Stull Company, and the same premises which Gash-Stull Company by Deed dated June 11, 1969 and recorded in the office for Recording of Deeds in and for Delaware County in Deed Book 2369, Page 611, conveyed unto the City of Chester, to be OPENED as a public street.

CONTAINING 0.282 acres of land, more or less, be and the same is hereby OPENED as a public street and incorporated into the City Plan.

SECTION 2. That all Ordinances or parts of Ordinances inconsistent with the Provisions of this Ordinance are hereby repealed. If any section, part or clause of this Ordinance is declared invalid or unconstitutional by a court of competent jurisdiction, the remainder of this Ordinance shall remain valid and in full force and effect.

SECTION 3. This Ordinance shall take effect immediately upon its legal enactment.

WE HEREBY CERTIFY that this Ordinance passed Council this_____day of _____, A.D. 2025.

_____
MAYOR

Attest:_____
CITY CLERK

R E S O L U T I O N

NO. 122 - 2025

WHEREAS, the following individuals have requested a handicapped parking zone:

1. David Dziobczynski, 240 Broomall Street;
2. Linda Dykes, 812 West 8th Street;
3. Thomas Ray Majors, 129 East 21st Street;
4. Denise Miller, 1115 Butler Street;
5. Felicia M. Catlett, 331 East 20th Street;
6. Carlos Lopez, 116 Thurlow Street; and

WHEREAS, after a thorough investigation by the Department of Public Works, it has been determined the aforementioned individuals have met all of the required criteria and have a need for said handicapped parking zone.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF CHESTER DOES RESOLVE:

That it does hereby authorize the proper City officials to install a handicapped parking zone in the 200 Block of Broomall Street, in the 800 Block of West 8th Street, in the 100 Block of East 21st Street, in the 1100 Block of Butler Street, in the 300 Block of East 20th Street, and in the 100 Block of Thurlow Street in the City of Chester.

WE HEREBY CERTIFY that this Resolution passed Council this 12th day of November, A.D. 2025.

_____
MAYOR

Attest:_____
CITY CLERK

R E S O L U T I O N

NO. 123 - 2025

WHEREAS, pursuant to 65 P.S. §67.101 et seq., commonly known as the "Right-to-Know Law" the City of Chester is required to designate an official or employee as the Open Record Officer; and

WHEREAS, due to unforeseen circumstances, the City of Chester needs to appoint an Interim Open Records Officer.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF CHESTER DOES RESOLVE:

That it does hereby ratify the appointment of Candice Newsome as the Interim Open Records Officer for the City of Chester, effective November 6, 2025.

FURTHER, it does authorize the proper City official to register the change with the Pennsylvania Office of Open Records.

EVEN FURTHER, said official is authorized to take the necessary steps to meet the Pennsylvania Office of Open Records Posting Requirements under Section 504(b).

WE HEREBY CERTIFY that this Resolution passed Council this 12th day of November, A.D. 2025.

_____
MAYOR

Attest:_____
CITY CLERK

R E S O L U T I O N

NO. 124 - 2025

THE COUNCIL OF THE CITY OF CHESTER DOES RESOLVE:

That it does hereby authorize testing to be given by the Civil Service Board to all eligible candidates for the position of Battalion Chief in the Chester Fire Department.

FURTHER, that it does hereby authorize the proper City official to advertise for testing to establish a civil service list for the position.

WE HEREBY CERTIFY that this Resolution passed Council this 12th day of November, A.D. 2025.

_____
MAYOR

Attest:_____
CITY CLERK

R E S O L U T I O N

NO. 125 - 2025

WHEREAS, the Commonwealth of Pennsylvania, Department of Environmental Protection ("DEP") is authorized under Section 4(8) of the Air Pollution Control Act (35 P.S. §§ 4001 to 4015) to conduct atmospheric sampling programs; and

WHEREAS, the DEP has selected a property owned by the City of Chester that would be an ideal area to monitor the air quality; and

WHEREAS, DEP wishes to install one (1) Air Monitoring Station and its equipment at the designated location for an 18-month period.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF CHESTER DOES RESOLVE:

That it does hereby approve entering into a License Agreement with the Commonwealth of Pennsylvania, Department of Environmental Protection to allow DEP the ability to access, install, maintain, operate and remove an Air Monitoring Station and associated equipment, at its own expense at the Boys & Girls Club of Chester, PA.

FURTHER, it does authorize the proper City official to execute said agreement for and on behalf of the City of Chester.

FURTHER, said Agreement is contingent upon final approval of the City Solicitor.

WE HEREBY CERTIFY that this Resolution passed Council this 12th day of November, A.D. 2025.

_____
MAYOR

Attest:_____
CITY CLERK

R E S O L U T I O N

NO. 126 - 2025

WHEREAS, the City of Chester desires to add to its professional capacity by seeking the services of an alternate engineering firm as may be required from time to time for various projects; and

WHEREAS, for projects that may be funded by the Community Development Block Grant (CDBG) Program or other federal or state programs, engineering services should go through a formal procurement process.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF CHESTER DOES RESOLVE:

That it does hereby authorize the proper City Officials to prepare a Request for Proposals for Professional Engineering Consulting Services which are to be reviewed by the appropriate staff who will make a subsequent recommendation to City Council for awarding a contract for alternate engineering services.

WE HEREBY CERTIFY that this Resolution passed Council this 12th day of November, A.D. 2025.

_____
MAYOR

Attest: _____
CITY CLERK

R E S O L U T I O N

NO. 127 - 2025

Be it RATIFIED, that the City of Chester of Delaware County hereby requests a Statewide Local Share Assessment grant not to exceed $1,000,000.00 from the Commonwealth Financing Authority to be used to upgrade damaged and inoperable vehicles in the following departments: License & Inspections, Police, Parks, and Public Works.

Be it FURTHER RATIFIED, that the City of Chester does hereby designate Mayor Stefan Roots and Candice Newsome, City Clerk, as the official(s) to execute all documents and agreements between the City of Chester and the Commonwealth Financing Authority to facilitate and assist in obtaining the requested grant.

WE HEREBY CERTIFY that this Resolution passed Council this 12th day of November, A.D. 2025.

_____
MAYOR

Attest:_____
CITY CLERK

I, Candice Newsome, duly qualified Secretary of the City of Chester, Delaware County, PA, hereby certify that the foregoing is a true and correct copy of a Resolution duly adopted by a majority vote of the Chester City Council at a regular meeting held November 12, 2025, and said Resolution has been recorded in the Minutes of the City of Chester and remains in effect as of this date.

_____
Candice Newsome

R E S O L U T I O N

NO. 128 - 2025

THE COUNCIL OF THE CITY OF CHESTER DOES RESOLVE:

That it does ratify the engagement of MG Engineering Associates, LLC, to provide environmental consulting and field oversight services, for the construction of a new Public Works Facility, in an amount not to exceed $24,250.00.

FURTHER, it does hereby ratify the execution of the proposal by the proper City official for and on behalf of the City of Chester.

WE HEREBY CERTIFY that this Resolution passed Council this 12th day of November, A.D. 2025.

_____
MAYOR

Attest:_____
CITY CLERK

MG Engineering Associates, LLC
334 W. Front Street
Media, PA 19063

October 17, 2025

City of Chester
1 4th Street
Chester, PA 19013

Attn: Thomas Moore, Chief of Staff

Re: Proposal for Environmental Consulting Services — DPW Garage & Shed, Chester, PA
Chester City Public Works Garage

MG Engineering Associates, LLC (MGE) is pleased to submit this proposal to provide environmental consulting and field oversight services for the City of Chester's DPW Garage and Shed project. Our team of licensed engineers and environmental professionals will coordinate with the City's contractors to ensure safe, compliant, and efficient completion of remediation and closure activities at the project site. All field personnel will be OSHA 40-hour HAZWOPER trained and PADEP-certified for underground storage tank removal.

The proposed scope of work includes project coordination and documentation; oversight of manganese-impacted soil excavation at test boring TB-3; closure and sampling of two 550-gallon underground storage tanks; test-pit investigations near the concrete pad to assess potential petroleum impacts; and observation of soil transport and disposal to approved facilities. Laboratory analyses will be performed under expedited (three-day) turnaround times. Deliverables will include analytical results, disposal manifests, a UST closure report, and a site assessment summary in accordance with applicable PADEP and Act 2 standards.

MGE's approach emphasizes accuracy, regulatory compliance, and effective communication. We will provide regular progress updates and coordinate closely with City representatives and contractors.

1. Proposed Cost Breakdown

	Total
a) Project Management	$2,000.00
b) Field Coordination and Environemntal Oversight	$12,000.00
c) Tank Closure Report and Site Assessment Report	$5,000.00
d) Soil Samples (Assume 15 Samples)	$3,750.00
e) Reimbursables (Mileage and Printing)	$1,500.00
PROPOSED TOTAL	$24,250.00

Very truly yours,

_____ _____

MG Engineering Associates, LLC **Name** **Date**

Michael Galante
Michael D. Galante, PE, CME, Principal

MG Engineering Associates, LLC
334 W. Front Street
Media, PA 19063

Terms and Conditions

1. **Scope and Changes:** This proposal defines the entire scope of MGE's services. Any modifications or additional services must be mutually agreed upon in writing.

2. **Site Access and Conditions:** The client shall provide site access and assumes full responsibility for site safety and conditions outside MGE's control. MGE shall not be liable for damages or delays arising from site conditions, acts of others, or discovery of unforeseen materials.

3. **Health and Safety:** MGE maintains a written Health and Safety Plan (HASP) for all field operations. All site personnel shall comply with applicable health and safety requirements.

4. **Laboratory and Third-Party Services:** MGE will coordinate with certified laboratories and subcontractors but shall not be responsible for their performance, delays, or data interpretation errors.

5. **Standard of Care:** MGE's services will be performed with the level of care and skill ordinarily exercised by environmental professionals under similar conditions. No warranty, express or implied, is made.

6. **Limitation of Liability:** To the fullest extent permitted by law, MGE's total aggregate liability to the client for any and all claims arising out of this agreement—whether in contract, tort, negligence, or otherwise—shall not exceed the total compensation paid to MGE for the services rendered.

7. **Indemnification:** The client agrees to indemnify and hold harmless MGE, its officers, employees, and subcontractors from and against all claims, damages, and expenses (including reasonable attorney's fees) arising from the performance of this work, except to the extent caused by MGE's gross negligence or willful misconduct.

8. **Ownership of Documents:** All reports, data, and documents prepared by MGE remain the property of MGE until full payment is received. Upon payment, the client receives a license to use the documents solely for this project. MGE retains all intellectual property rights.

9. **Insurance:** MGE maintains professional liability, general liability, and workers' compensation insurance in accordance with industry standards. Certificates of insurance will be provided upon request.

10. **Termination:** Either party may terminate this agreement with written notice. The client shall compensate MGE for all services rendered and expenses incurred up to the effective termination date.

11. **Dispute Resolution:** Any dispute arising from this agreement shall first be subject to good-faith negotiation between the parties. If unresolved, disputes shall be settled through binding arbitration under the rules of the American Arbitration Association. Venue shall be in the Commonwealth of Pennsylvania.

12. **Governing Law:** This agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

R E S O L U T I O N

NO. 129 - 2025

WHEREAS, the Council of the City of Chester authorized entering into a contract with Davis Construction on July 23, 2025, as the general contractor for the construction of a new Public Works Facility, ARPA Project #27, at a total contract value of $4,825,353.00; and

WHEREAS, change order COR-0001 in the amount of $83,014.00 for additional unanticipated work was approved by Chester City Council on October 22, 2025, increasing the contract value to $4,908,367.00; and

WHEREAS, change order COR-0002 was submitted by Davis Construction in the amount of $9,886.00 to provide a larger construction trailer to also accommodate the City's construction manager as required by the City.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF CHESTER DOES RESOLVE:

That it does hereby approve Change Order #2 (COR-0002) in the amount of $9,886.00 increasing the contract value between the City of Chester and Davis Construction to $4,918,253.00

WE HEREBY CERTIFY that this Resolution passed Council this 12th day of November, A.D. 2025.

_____
MAYOR

Attest:_____
CITY CLERK

James G. Davis Construction Corporation

12530 Parklawn Drive | Rockville, MD 20852
301 881 2990 tel | 301 468 3918 fax
davisconstruction.com

Project: City of Chester (21770)

10/22/2025

City of Chester
1 Fourth Street
Chester, PA 19013-4400

Subject: Change Order Request No. COR-0002
Trailer Upgrade for New Road Construction Management

To:

We propose to make the following changes in the amount of $9,886.00 to the contract for construction of the above referenced project.

Reference Document:

General Scope of Work: This cost is associated with upgrading the DAVIS trailer from a 10x40 to a 12x56 to accommodate New Road Construction Management with an on-site office. The cost difference can be seen in the (2) attached quotes.

10x40: $17,795
12x56: $27,210

Total Delta: $9,415

Item # COR-0002 Trailer Upgrade for New Road Construction Management	$9,886.00

A detailed breakdown of the item costs associated with this change is attached for your convenience.

Direction: Not Proceeding

Schedule: If the subject change affects the contract construction schedule, we reserve the right to claim a time extension and associated costs.

Sincerely,

James G. Davis Construction Corporation is authorized to proceed with this work as a change to the contract.

Accepted by: City of Chester - Date

Trailer Upgrade for New Road Construction Management

Detailed Scope Breakdown: * Markup

01-420	E	10x40 vs. 12x56 Field Office Trailer Delta	9,415.00
*** Markup**			
* 17-200	DC	Overhead & Profit (5%)	471.00

Item # COR-0002 Total: 9,886.00

10x40 Office Trailer

13-MONTH LEASE

• 10x40 Lease Rate: $995.00 per month x 13 months = $12,935.00

DELIVERY AND SET-UP

• Delivery: $795.00
• Block/level: $600.00
• Anchors (10): $1,200.00
• Return freight: $795.00
• Dismantle: $450.00
• Anchor Removal: $1,020.00

Total Delivery & Set-Up: $4,860.00

Total 13-month Lease Cost for 10x40: $17,795.00

COMMENTS AND CLARIFICATIONS

Pricing is based upon flat, level and accessible site and is subject to change if additional equipment is required to install the building. Price excludes all taxes and permits and is prevailing wages. Permits are the responsibility of the client. Price excludes below grade foundation. Below grade foundations are the responsibility of the client. Mobilease can provide a separate quote for footers if required. Customer is responsible for local code compliance. Customer is responsible for connection of all utilities unless otherwise quoted.

12x56 Office Trailer

13-MONTH LEASE

• 12x56 Lease Rate: $1,450.00 per month x 13 months = $18,850.00

DELIVERY AND SET-UP

• Delivery: $1,595.00
• Block/level: $900.00
• Anchors (14): $1,700.00
• Return freight: $1,595.00
• Dismantle: $950.00
• Anchor Removal: $1,620.00

Total Delivery & Set-Up: $8,360.00

Total 13-month Lease Cost for 12x56: $27,210.00

COMMENTS AND CLARIFICATIONS

Pricing is based upon flat, level and accessible site and is subject to change if additional equipment is required to install the building. Price excludes all taxes and permits and is prevailing wages. Permits are the responsibility of the client. Price excludes below grade foundation. Below grade foundations are the responsibility of the client. Mobilease can provide a separate quote for footers if required. Customer is responsible for local code compliance. Customer is responsible for connection of all utilities unless otherwise quoted.

R E S O L U T I O N

NO. 130 - 2025

WHEREAS, the Developer, Alliance HP, has posted financial security with the City of Chester in connection with improvements required for the 4th and Booth Distribution Center Land Development (Phase 2); and

WHEREAS, pursuant to Section 509(f) of the Pennsylvania Municipalities Planning Code and the City's Developer's Agreement dated November 2023, the Developer has requested a partial release of said security; and

WHEREAS, the City Engineer, Colliers Engineering & Design, by memorandum dated October 27, 2025, has certified that the required public improvements for Phase 2 have been completed in accordance with the approved plans except for landscaping and lawn stabilization, and has recommended release of funds as set forth below; and

WHEREAS, the Planning and Zoning Director has reviewed and approved the Engineer's recommendation.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF CHESTER DOES RESOLVE:

That it does hereby approve Security Release #2 for the 4th and Booth Distribution Center Land Development (Phase 2), in the amount of $254,083.80, leaving a balance of $23,740.00 to be retained as maintenance security through April 30, 2027, the commencement of the 18-month maintenance period, consistent with MPC §509(k).

FURTHER, it does authorize the proper City official to execute any documents necessary to facilitate the release of said funds for and on behalf of the City of Chester upon final approval of the City Solicitor.

WE HEREBY CERTIFY that this Resolution passed Council this 12th day of November, A.D. 2025.

_____
MAYOR

Attest:_____
CITY CLERK

Memorandum

To: City Council

From: W. Paul Fritz, RLA, AICP, Planning & Zoning Director

Copy: Kyle Miller, Assistant City Solicitor; Kim Garner, Assistant Director of Planning & Zoning

Date: October 30, 2025

Subject: 4th & Booth Distribution Center – Phase 2 Financial Security Release #2

Purpose
To document administrative review and engineer certification of **Security Release #2** for Phase 2 of the 4th & Booth Distribution Center Land Development and to request Council acknowledgment of the recommended reduction and transition into the 18-month maintenance period.

Background

- **Project:** 4th & Booth Distribution Center (3000 W. 4th Street)
- **Developer:** Alliance HP
- **Original Security Amount:** $365,126.30
- **Prior Release:** $87,302.50 (approved Oct 2024; balance $277,823.80)
- **Engineer's Recommendation** (Memo dated Oct 27, 2025):
    - Additional release of **$254,083.80**
    - Retain **$23,740.00** for landscaping and lawn stabilization
    - Authorize start of 18-month maintenance period (through April 30, 2027)

Colliers Engineering & Design inspected the site and certified that all required improvements, except for landscaping, have been completed per the approved plans. A final punch-list and walk-through will be required before final release at the end of the maintenance period.

Action Requested
Consistent with the Pennsylvania Municipalities Planning Code (§509 F & K) and the City's Developer's Agreement (Nov 2023), staff has approved the engineer's recommended reduction and requests that City Council acknowledge and ratify the release of $254,083.80 and the retention of $23,740.00 as maintenance security for Phase 2.

Attachments

1. Colliers Engineering & Design – Security Release #2 Memo (Oct 27, 2025)
2. Colliers Inventory Spreadsheet with Itemized Quantities and Values

181 Washington St., Suite 430, Conshohocken, PA 19428
Main: 877 627 3772

Colliers Engineering & Design

Memorandum

To: Paul Fritz, Director of Planning & Zoning

From: Ronald B. Madison, P.E.

Copy: Eric Carlson, Applicant
Kyle Miller, Assistant City Solicitor
Kim Garner, Assistant Director of Planning & Zoning

Date: October 27, 2025

Subject: 4th and Booth Distribution Center Land Development (3000 W. 4th St.)
Alliance HP 4th and Booth **Phase 2** Improvements Security Release Request #2
City of Chester, Delaware County, PA

Project No.: COCE0015A

Colliers Engineering & Design has received a request for reduction of security dated 01/17/2025; then received request 10/2/25 after Amended ASLDO plan. The request is from Eric Carlson of Alliance HP for the Improvements completed to date for Phase 2 on the 4th and Booth Distribution Center Land Development, located at 3000 W. 4th Street.

Phase 1 of the Distribution Center Land Development Project is in the Maintenance Period with security held in a separate account. Phase 2 of the Distribution Center Land Development Project previously received approval for Security Release #1 in October of 2024, for the released amount of $87,302.50 (with $277,823.80 retained).

Colliers Engineering & Design has conducted visits to the 4th and Booth Distribution Center Land Development Construction Site Phase 2 and has photos documenting the current site conditions in accordance with the Amended Record Plan dated last Revised May 1, 2025.

Some E&S items have been installed, though maintenance of all BMPs must continue through the NPDES Permit closeout. The longevity of temporary E&S BMPs and their ongoing maintenance influence our recommendation regarding percent completion security reduction. CED has prepared an assessment of the completed and partially completed improvements items within the enclosed spreadsheets.

Proposed lawn areas, as well as all proposed new plantings (i.e. shrubs, bushes, etc.) have yet to be installed. Landscaping and lawn stabilization remain incomplete improvements as of the last inspection in October of 2025. In addition, CED is concerned about on-site safety due to an open subsurface vault.

Per the Developer's Agreement dated November of 2023, the Developer agrees to tender financial security as required for the maintenance of public improvements to secure structural integrity and functioning of said public improvements in accordance with their design and specifications for a term not to exceed eighteen (18) months from the date of acceptance of dedication by the City and in an amount equal to fifteen percent (15%) of the actual cost of installation of such improvements. With the exception of landscaping as previously described, CED is satisfied with the completed improvements. CED recommends the amount remaining related to landscaping (totaling $23,740.00) be held as retainage. The 10% contingency (in the amount of $33,193.30) may be released at this time. **The project may commence the 18-Month Maintenance Period to April 30, 2027 and retain, at minimum, $23,740.00 in security until then.** CED has prepared an assessment of the completed improvements items within the enclosed spreadsheet.

A final punchlist of items and walkthrough may be required for the final security release after the 18-month retainment period.

We recommend the City of Chester considers a reduction of the Development Improvements Agreement Security from the current amount of $277,823.80 by $254,083.80, to a retained secured amount of $23,740.00 for the balance of improvements.

Colliers Engineering & Design

4th and Booth Distribution Center Phase 2 Security Release Request #2
Site Improvement Security dated 08/25/2023 & Record Plan date last revised 05/11/2023
Colliers Recommendation dated October 27, 2025

					Previous Approved Release Recommended by Colliers on October 22, 2024				Requested Reductions by Alliance HP, Letter Dated 01/17/25				Recommended Reductions per Inspection by Colliers Engineering Inspected October 27, 2025			
					Total % Work Completed per Request Report	% Work Completed This Period	Reduction	Total Remaining Improvements Security	Total % Work Completed per Request Report	% Work Completed This Period	Reduction	Total Remaining Improvements Security	Total % Work Completed per Request Report	% Work Completed This Period	Reduction	Total Remaining Improvements Security
SEDIMENT AND EROSION CONTROL	Quantity	Unit	Unit Cost	Escrow Amount												
CONSTRUCTION ENTRANCE	1	EA	$2,250.00	$2,250.00	50.00%	50.00%	$1,125.00	$1,125.00	100.00%	50.00%	$1,125.00	$0.00	100.00%	50.00%	$1,125.00	$0.00
12" SILT SOCK FOR TOPSOIL PILE (included in Phase 1)	300	LF	$3.50	$1,050.00	50.00%	50.00%	$525.00	$525.00	100.00%	50.00%	$525.00	$0.00	100.00%	50.00%	$525.00	$0.00
18" SILT SOCK (included in Phase 1)	1,400	LF	$6.85	$9,590.00	50.00%	50.00%	$4,795.00	$4,795.00	50.00%	0.00%	$0.00	$4,795.00	100.00%	50.00%	$4,795.00	$0.00
TEMPORARY SEED, MULCH, & TACK (included in Phase 1)	30,000	SF	$0.05	$1,500.00	0.00%	0.00%	$0.00	$1,500.00	0.00%	0.00%	$0.00	$1,500.00	0.00%	0.00%	$0.00	$1,500.00
MAINTAIN E&S CONTROLS	1	LS	$5,000.00	$5,000.00	0.00%	0.00%	$0.00	$5,000.00	0.00%	0.00%	$0.00	$5,000.00	0.00%	0.00%	$0.00	$5,000.00
				$19,390.00			**$6,445.00**	$12,945.00			**$1,650.00**	$11,295.00			**$6,445.00**	$6,500.00
SANITARY SEWER CONNECTION AND RELOCATION	Quantity	Unit	Unit Cost	Escrow Amount												
TIE INTO EXISTING MANHOLE	0	EA	$1,900.00	$0.00	0.00%	0.00%	$0.00	$0.00	0.00%	0.00%	$0.00	$0.00	100.00%	100.00%	$0.00	$0.00
				$0.00			**$0.00**	$0.00			**$0.00**	$0.00			**$0.00**	$0.00
STORM SEWER SYSTEM - PIPES & STRUCTURES	Quantity	Unit	Unit Cost	Escrow Amount												
TIE INTO EXISTING	2	EA	$700.00	$1,400.00	75.00%	75.00%	$1,050.00	$350.00	100.00%	25.00%	$350.00	$0.00	100.00%	100.00%	$350.00	$0.00
18" HPDE	67	LF	$34.00	$2,278.00	75.00%	75.00%	$1,708.50	$569.50	100.00%	25.00%	$569.50	$0.00	100.00%	100.00%	$569.50	$0.00
24" HDPE	384	LF	$48.00	$18,432.00	75.00%	75.00%	$13,824.00	$4,608.00	100.00%	25.00%	$4,608.00	$0.00	100.00%	100.00%	$4,608.00	$0.00
BASIN 1 INSTALL (CHAMBERS & STONE)	1	LS	$72,500.00	$72,500.00	75.00%	75.00%	$54,375.00	$18,125.00	100.00%	25.00%	$18,125.00	$0.00	100.00%	100.00%	$18,125.00	$0.00
TYPE C INLETS	4	EA	$2,000.00	$8,000.00	75.00%	75.00%	$6,000.00	$2,000.00	100.00%	25.00%	$2,000.00	$0.00	100.00%	100.00%	$2,000.00	$0.00
STORM MANHOLE BOX	2	EA	$2,600.00	$5,200.00	75.00%	75.00%	$3,900.00	$1,300.00	100.00%	25.00%	$1,300.00	$0.00	100.00%	100.00%	$1,300.00	$0.00
				$107,810.00			**$80,857.50**	$26,952.50			**$26,952.50**	$0.00			**$26,952.50**	$0.00
PARKING LOT STRIPPING & SIGNAGE	Quantity	Unit	Unit Cost	Escrow Amount												
PARKING LOT STRIPPING	1	LS	$3,500.00	$3,500.00	0.00%	0.00%	$0.00	$3,500.00	50.00%	50.00%	$1,750.00	$1,750.00	100.00%	100.00%	$3,500.00	$0.00
STOP, R1-1, 30X30	2	EA	$190.00	$0.00	0.00%	0.00%	$0.00	$0.00	0.00%	0.00%	$0.00	$0.00	100.00%	100.00%	$0.00	$0.00
H/C PARKING SIGNS	4	SY	$190.00	$0.00	0.00%	0.00%	$0.00	$0.00	0.00%	0.00%	$0.00	$0.00	100.00%	100.00%	$0.00	$0.00
				$3,500.00			**$0.00**	$3,500.00			**$1,750.00**	$1,750.00			**$3,500.00**	$0.00
SITE LIGHTING	Quantity	Unit	Unit Cost	Escrow Amount												
SITE LIGHTS	13	EA	$3,000.00	$39,000.00	0%	0%	$0.00	$39,000.00	76.9%	76.9%	$30,000.00	$9,000.00	100%	100%	$39,000.00	$0.00
				$39,000.00			**$0.00**	$39,000.00			**$30,000.00**	$9,000.00			**$39,000.00**	$0.00
PARKING LOT PAVEMENT	Quantity	Unit	Unit Cost	Escrow Amount												
STONE BASE - 8" 2A MOD	3,110	SY	$10.50	$32,655.00	0%	0%	$0.00	$32,655.00	75%	75%	$24,491.25	$8,163.75	100%	100%	$32,655.00	$0.00
PAVE - 4" OF 25MM BASE COURSE	3,110	SY	$15.00	$46,650.00	0%	0%	$0.00	$46,650.00	75%	75%	$34,987.50	$11,662.50	100%	100%	$46,650.00	$0.00
PAVE - 2.0" 9.5MM WEARING COURSE	3,110	SY	$10.00	$31,100.00	0%	0%	$0.00	$31,100.00	75%	75%	$23,325.00	$7,775.00	100%	100%	$31,100.00	$0.00
SWEEP & TACK	3,110	SY	$0.80	$2,488.00	0%	0%	$0.00	$2,488.00	75%	75%	$1,866.00	$622.00	100%	100%	$2,488.00	$0.00
				$112,893.00			**$0.00**	$112,893.00			**$84,669.75**	$28,223.25			**$112,893.00**	$0.00
SIDEWALKS	Quantity	Unit	Unit Cost	Escrow Amount												
SIDEWALKS (included in Phase 1)	1,300	SF	$6.00	$7,800.00	0%	0%	$0.00	$7,800.00	100%	100%	$7,800.00	$0.00	100%	100%	$7,800.00	$0.00
				$7,800.00			**$0.00**	$7,800.00			**$7,800.00**	$0.00			**$7,800.00**	$0.00
CURBS	Quantity	Unit	Unit Cost	Escrow Amount												
18" CONCRETE CURBING	1,350	LF	$18.00	$24,300.00	0.00%	0.00%	$0.00	$24,300.00	74.07%	74.07%	$18,000.00	$6,300.00	100.00%	100.00%	$24,300.00	$0.00
				$24,300.00			**$0.00**	$24,300.00			**$18,000.00**	$6,300.00			**$24,300.00**	$0.00
PLANT SCHEDULE	Quantity	Unit	Unit Cost	Escrow Amount												
ACER RUBRUM	16	EA	$300.00	$4,800.00	0%	0%	$0.00	$4,800.00	50%	50%	$2,400.00	$2,400.00	0%	0%	$0.00	$4,800.00
ULMUS AMERICANA 'VALLEY FORGE'	5	EA	$300.00	$1,500.00	0%	0%	$0.00	$1,500.00	50%	50%	$750.00	$750.00	0%	0%	$0.00	$1,500.00
PLATANUS X ACERFOLIA 'BLOODGOOD'	10	EA	$300.00	$3,000.00	0%	0%	$0.00	$3,000.00	50%	50%	$1,500.00	$1,500.00	0%	0%	$0.00	$3,000.00
MAGNOLIA VIRGINIANA	15	EA	$300.00	$4,500.00	0%	0%	$0.00	$4,500.00	50%	50%	$2,250.00	$2,250.00	0%	0%	$0.00	$4,500.00
THUJA ORIENTALIS	51	EA	$40.00	$2,040.00	0%	0%	$0.00	$2,040.00	50%	50%	$1,020.00	$1,020.00	0%	0%	$0.00	$2,040.00
HYDRANGEA QUERCIFOLIA	35	EA	$40.00	$1,400.00	0%	0%	$0.00	$1,400.00	50%	50%	$700.00	$700.00	0%	0%	$0.00	$1,400.00
				$17,240.00			**$0.00**	$17,240.00			**$8,620.00**	$8,620.00			**$0.00**	$17,240.00
			OVERALL SUBTOTAL	**$331,933.00**		SUBTOTALS	**$87,302.50**	**$244,630.50**		SUBTOTALS	**$179,442.25**	**$65,188.25**		SUBTOTALS	**$220,890.50**	**$23,740.00**
			10% Contingency	**$33,193.30**		10% CONTINGENCY	**$0.00**	**$33,193.30**		10% CONTINGENCY	**$0.00**	**$33,193.30**		10% CONTINGENCY	**$33,193.30**	**$0.00**
						NET RELEASE AMOUNT	**$87,302.50**			**NET RELEASE AMOUNT**	**$179,442.25**			**NET RELEASE AMOUNT**	**$254,083.80**	
			Total Improvements Security	**$365,126.30**		**SECURITY AMOUNT REMAINING**		**$277,823.80**		**SECURITY AMOUNT REMAINING**		**$98,381.55**		**SECURITY AMOUNT REMAINING**		**$23,740.00**
			7.5% City Inspection and Professional Services Escrow	**$27,384.47**												

R E S O L U T I O N
NO. 131 – 2025

WHEREAS, Congress approved the American Rescue Plan Act of 2021 and appropriated American Rescue Plan ("ARP") funds to be administered through the Department of Housing and Urban Development's HOME Investment Partnerships Program; and

WHEREAS, HOME-ARP funds are to be used to perform the following four (4) activities for qualifying individuals and families who are homeless, at risk of homelessness, or in other vulnerable populations: Development and support of affordable housing; tenant-based rental assistance ("TBRA"); provision of supportive services; and acquisition and development of noncongregate shelter units; and

WHEREAS, the Department of Housing and Urban Development has allocated a total of $1,320,271.00 in HOME-ARP funds to the City of Chester ("City"); and

WHEREAS, the Chester Economic Development Authority ("CEDA") as administrative agent of the City, issued a Request for Proposals for the development of HOME-ARP rental housing; and

WHEREAS, based on the evaluation of Proposals received on August 8, 2025, CEDA has recommended that the City consider allocating HOME-ARP funds in an amount not to exceed $660,839.00 to Everest PACE Center, Inc. for Phase I of the Silvercare Senior Housing Development Project located at the former Community Hospital Campus, 2600 W. 9th Street. The Project will include forty-five (45) units of affordable rental units for seniors aged 62 and older; and

WHEREAS, in order to make HOME-ARP funds available for the Project, the City is required to complete a Substantial Amendment to its F.Y. 2021 Action Plan in order to reallocate funds from the Supportive Services, Non-Profit Operating, and Administration/Planning line items to the Rental Housing Development line item.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF CHESTER DOES RESOLVE:

1. That it does hereby authorize the Chester Economic Development Authority to initiate the process required to amend the F.Y. 2021 Action Plan in connection with HOME-ARP funding.

2. That it does hereby approve the allocation of HOME-ARP funds in an amount not to exceed $660,839.00 to Everest PACE Center, Inc. for Phase I of the Silvercare Senior Housing Development Project, contingent upon the City's approval of the Substantial Amendment to the F.Y. 2021 Action Plan and acceptance of such Amended Action Plan by the Department of Housing and Urban Development

WE HEREBY CERTIFY that this Resolution passed Council this 12th day of November, A.D. 2025.

_____
MAYOR

ATTEST:_____
CITY CLERK

R E S O L U T I O N

NO. 132 - 2025

WHEREAS, the City of Chester (City) is developing the Crozer Park section of the Chester Creek Trail to provide a safe transportation option for pedestrians and bicycle riders; and

WHEREAS, a portion of the Project required the removal of an abandoned and deteriorated swimming pool; and

WHEREAS, the City wishes to implement the Crozer Park Trail Reforestation Project to purchase and plant mature trees along the section of the Trail that previously housed the former pool.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF CHESTER DOES RESOLVE:

1. That it does hereby authorize the submission of a PECO Green Region Open Space Program Grant Application in the amount of $10,000.00 for the Project.

2. The City will provide matching funds in the amount of $10,000.00, such funds to be provided through the Community Development Block Grant Program or from other public funding sources. All funds will be used for the purchase and planting of mature trees as part of the Crozer Park Trail Reforestation Project.

WE HEREBY CERTIFY that this Resolution passed Council this 12th day of November, A.D. 2025.

_____
MAYOR

Attest:_____
CITY CLERK

R E S O L U T I O N

NO. 133 - 2025

THE COUNCIL OF THE CITY OF CHESTER DOES RESOLVE:

That it does hereby authorize the proper City official to enter into a Memorandum of Understanding ("MOU") between the City of Chester, the Delaware County District Attorney's Office, and the Pennsylvania Horticultural Society ("PHS") to transform vacant lots, owned by the City of Chester and the Chester Redevelopment Authority which are subject to persistent illegal dumping, into green spaces that will improve the livability of neighborhoods in which such lots are located.

FURTHER, it does hereby authorize the proper City official(s) to execute all the necessary documents for and on behalf of the City of Chester.

FURTHER, the MOU is contingent upon final approval and review of the City Solicitor.

WE HEREBY CERTIFY that this Resolution passed Council this 12th day of November, A.D. 2025.

_____
MAYOR

Attest:_____
CITY CLERK

MEMORANDUM OF UNDERSTANDING
Between
DELAWARE COUNTY OFFICE OF THE DISTRICT ATTORNEY
And
THE PENNSYLVANIA HORTICULTURAL SOCIETY

This Agreement is made by and between the Delaware County Office of the District Attorney (DCDA), located at 201 West Front Street, Media, PA 19063 and The Pennsylvania Horticultural Society (PHS) a non-profit organization located at 100 N. 20th Street, Suite 405 Philadelphia, PA 19103.

WHEREAS, DCDA has secured funding for stabilization and maintenance of vacant land in the City of Chester as part of their Chester Partnership for Safe Neighborhoods Initiative

WHEREAS, PHS has been managing a LandCare Program in the City of Philadelphia, which goals are to stabilize vacant parcels in low to moderate income neighborhoods. Land stabilization has been completed in many neighborhoods, and has included clearing land of debris, replacing topsoil, planting grass seed and trees and constructing post and rail fencing. Stabilizing vacant land in these communities has significantly improved their appearance, discouraged further deterioration, and built momentum for other enhancements.

NOW THEREFORE, intending to be legally bound, DCDA and PHS agree to the terms of this Agreement as set forth below.

SCOPE OF WORK

PHS shall provide the following services for a management fee not to exceed seventy-five thousand dollars (*$75,000)*:

- Oversee the stabilization of up to one hundred thousand (100,000) square feet of blighted vacant lots in low to moderate income census tracts to create green spaces for community use and benefit

- Prioritize lots in areas with high crime, low-household income, high population density, poor health outcomes, proximity to public transportation routes, business corridors, residential areas, school locations and walking routes

- Review site plans to ensure that the improvements meet the needs of future users and requirements of the community, prepare specifications and cost estimates to maintain stabilized lots

- Acquire Tri-party Site Access and Temporary Workspace Agreement (Exhibit A) between PHS, City of Chester and Chester Redevelopment Authority

- Work with contractors to amend and grade soil, seed with appropriate grass mix, install wooden fencing around the perimeter of the parcel, and plant new trees where appropriate and supervise the installation of the landscapes.

- Oversee contracted seasonal maintenance of up to one hundred thousand (100,000) square feet of stabilized vacant land to be cleaned and mowed on a bi-weekly basis for sixteen (16) visits in total between the months of July through October 2026 and March through June 2027.

- Manage additional contracted maintenance services including but limited to repairing fencing, clearing out debris, maintaining trees and weeding vegetation.

- Provide contract management services including but not limited to field verification of sites, community engagement, bid package development, pre-bid meeting with contractor(s), contract awards, contractor billing/ payments

DCDA shall provide the following:

- Compensation for the stabilization and maintenance activities for an amount not to exceed $225,000 and PHS project management fee in the amount of $75,000.00 for the period of this agreement.
- Notification to PHS in writing and reimbursement to PHS for costs incurred prior to the effective date of the change in the grant terms should the amount available for this project be less than $300,000

BUDGET: Based upon our mutual understanding of the noted scope of work the project budget shall not exceed $300,000. PHS shall request payment as per Exhibit B.

TERM OF AGREEMENT: The initial term of this Agreement shall begin upon execution of this agreement and shall end on June 30, 2027. This Agreement may be extended or renewed only by mutual written agreement executed by duly authorized representatives of the parties.

PUBLICATION, USE OF NAME: PHS and DCDA shall be identified in all promotional materials and press releases related to this project.

TERMINATION: Either party may terminate this Agreement effective upon written notice to the other party, if the other party breaches any of the terms or conditions of this Agreement and fails to cure such breach within thirty (30) days after receiving written notice thereof. In the event of an incurable breach, the non-breaching party may terminate this Agreement effective Immediately upon written notice to the breaching party.

INDEMNIFICATION: Each Party shall indemnify, save and hold harmless the other Party their agencies and departments, subsidiaries, affiliates and each of their directors, officers, representative, agents, employees, and volunteers from and against all claims, damages, losses, liabilities, cause of action, orders, decrees or judgments or other expenses, including attorneys' fees, whether for injury, death or damage to person or property which arise out of this Agreement.

ENTIRE AGREEMENT: This Agreement, together will all exhibits attached hereto, represents the entire agreement of the parties and supersedes all oral and written agreements, if any, between the Parties. No amendment or modification of this Agreement shall be effective unless made in writing and signed by the Parties.

NOTICES: All notices or other communications to be given hereunder shall be in writing and shall be deemed to have been received (a) three days after deposit in the United States mail, postage prepaid, registered or certified, (b) upon personal delivery, or (c) one day after deposit with an overnight courier service for next day delivery with charges prepaid. Such notices shall be addressed as set forth below:

If to PHS:
The Pennsylvania
Horticultural Society
Tamela Vieira, EVP
100 North 20th Street, Suite 405
Philadelphia, PA19103-1495
Email: tvieira@pennhort.org

If to DCDA:
Matthew Krouse, Deputy District
Attorney Delaware County Office of the
District Attorney 201 West Front Street
Media, PA 19063
Email: KrouseM@co.delaware.pa.us

We, the undersigned, agree to abide by the terms and conditions contained in this Agreement.

THE PENNSYLVANIA HORTICULTURAL SOCIETY

By:

Title:

Date:

DELAWARE COUNTY OFFICE OF THE DISTRICT ATTORNEY

By:

Title:

Date:

EXHIBIT A

TRI-PARTY SITE ACCESS
AND TEMPORARY WORK SPACE AGREEMENT
IN CONNECTION WITH THE
PHS LANDCARE PROGRAM

This Site Access Agreement ("Agreement") is made this _____ day of _____, 2025, between the City of Chester ("City"), the Chester Redevelopment Authority ("CRA") and the Pennsylvania Horticultural Society ("PHS").

WHEREAS, the City and CRA own several parcels of vacant land in the City that are awaiting redevelopment; and

WHEREAS, such parcels require a high level of on-going maintenance for high grass and weeds and are subject to persistent illegal dumping; and

WHEREAS, the City and CRA wish to partner with PHS through their LandCare Program to transform the vacant lots into green spaces that will improve the livability of the neighborhoods in which such lots are located.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants contained herein, the parties, intending to be legally bound hereto, agree as follows:

1. The City and CRA hereby grant permission to PHS employees, contractors, and other authorized representatives to enter upon approved sites for the purposes of clearing weeds and debris, grading the soil, planting trees, sowing grass, and installing fencing.

2. All sites designated for stabilization and maintenance work shall receive written approval by the City/ CRA and Chester Economic Development Authority (CEDA) prior to the commencement of any work. The Approved site list will be incorporated into this agreement as an addendum.

3. Authorized parties may enter the sites during normal business hours and may also make special arrangements to enter the sites at other times with the consent of the City and CRA.

4. Each site shall be cleaned and mowed on a bi-weekly basis for sixteen (16) visits in total between the months of July through October 2026 and March through June 2027.

Additional Provisions of this Agreement are as follows:

1. Indemnity. PHS shall indemnify, save harmless, release and forever discharge the City and CRA from and against all manner if actions, causes of action, claims, debts, suits, damages, demands and promises whatsoever at law or in equity, whether known or unknown, including without limitation for injury to persons or property including death, of any person directly or indirectly arising or resulting from or attributable to any act, omission, negligence or default of PHS in

connection with or in consequence of this Agreement, save and except to the extent caused by any act, omission, negligence or default of the City or CRA, or their respective employees, contractors, agents, assigns or licensees, in which case the City or CRA shall indemnify PHS.

2. Insurance. Throughout the term of this Agreement, PHS shall, at its own cost and expense, obtain and maintain in full force and effect: (a) workers' compensation insurance in amounts as required by law; (b) general liability insurance with a limit of One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) annual aggregate; and (c) automobile liability insurance with a limit of One Million Dollars ($1,000,000) combined single limit. PHS shall provide a Certificate of Insurance evidencing that the City and CRA are listed as "Additional Insureds". PHS shall be liable and responsible to the City and CRA for any pollution or other damages to any portion of the property, or adjacent property, which occurs as a result or consequences of PHS's occupation of sites identified.

3. Contractors. All contractors assisting with work to be carried out in connection with this Tri-Party Agreement are required to have all licenses and insurance coverages required by the City. Certificates of Insurance evidencing that the City and CRA are listed as "Additional Insureds" are required.

4. Assignment. This Agreement shall not be assignable by PHS, except with the prior written consent of the City and CRA, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding anything to the contrary contained herein, PHS may assign this Agreement without the consent of the City and CRA, to any subsidiary or affiliate of PHS or any entity into which PHS is merged or consolidated or to which PHS has sold substantially all of its assets.

5. Early Termination. Any party may terminate this Agreement prior to the expiration of its Term upon the provision of written notice 45 days prior to the termination date.

6. Notices. All notices, requests, demands and other communications required or permitted under this Agreement shall be in writing, signed by or on behalf of the party giving notice and shall be deemed to have been given as follows:
City of Chester/CRA
Lisa R. Gaffney CRA Executive Director
P.O. Box 497
Chester, PA 19016
Email: lrg@ceda.cc

The Pennsylvania Horticultural Society
Tamela Vieira
100 North 20th Street, Suite 405
Philadelphia, PA 19103
Email: tvieira@pennhort.org

7. Applicable Law. This Agreement shall be interpreted in accordance with the Laws of the Commonwealth of Pennsylvania.

8. Attorneys: Should any action or proceeding be commenced to enforce any of the provisions of this Agreement or in connection with its meaning, the prevailing party in such action shall be awarded, in addition to any other relieve it may obtain, its reasonable expenses, not limited to taxable costs, and reasonable attorneys' fees.

9. Severability. If any particular term, covenant or provisions of this Agreement shall be determined to be invalid and unenforceable, the same shall not affect the remaining provisions of this Agreement which shall nevertheless remain in full force and effect.

This Agreement shall become effective and binding only upon execution hereof by all parties and shall be binding upon and insure to the benefit of the said parties and their respective heirs, executors, administrators, successors and permitted assigns. Each party has the full right, power and authority to enter into this Agreement, and has obtained all necessary consents and resolutions required under the documents governing such party's affairs in order to consummate this transaction. The persons executing this Agreement have been duly authorized to do so and this Agreement is a binding obligation of each party, enforceable in accordance with its terms.

This Agreement shall expire on June 30, 2027. The City and CRA shall grant PHS any reasonable extension of time to complete the activities identified for the approved sites.

IN WITNESS WHREOF, THE PARTIES HAVE EXECUTED THIS Agreement as of the date first written above.

ATTEST:	CITY OF CHESTER
_____	_____
City Clerk	Mayor
ATTEST:	CHESTER REDEVELOPMENT AUTHORITY
_____	_____
Assistant Secretary	Executive Director
WITNESS:	PENNSYLVANIA HORTICULTURAL SOCIETY
_____	_____

EXHIBIT B

BUDGET AND PAYMENT SCHEDULE

Scope of Work	Projected Costs
Project Management	$ 75,000.00
Project Costs	$225,000.00
Total Project Budget	**$300,000.00**

AMOUNT	DUE DATE
$200,000.00	EXECUTION OF AGREEMENT
$ 50,000.00	BID PACKAGE COMPLETION
$ 50,000.00	PROJECT COMPLETION

R E S O L U T I O N

NO. 134- 2025

THE COUNCIL OF THE CITY OF CHESTER DOES RESOLVE:

That it does hereby authorize the proper City official to enter into a Memorandum of Understanding ("MOU") between the City of Chester, the Delaware County District Attorney's Office, and the Chester Police Department for the Chester Partners for Safe Neighborhoods Initiative ("CPSN") to coordinate comprehensive strategies to reduce gun violence, enhance community safety, and strengthen collaboration between municipal departments, law enforcement and community partners.

FURTHER, it does hereby authorize the proper City official(s) to execute all the necessary documents for and on behalf of the City of Chester and the Chester Police Department.

FURTHER, the MOUs are contingent upon final approval and review of the City Solicitor.

WE HEREBY CERTIFY that this Resolution passed Council this 12th day of November, A.D. 2025.

_____
MAYOR

Attest:_____
CITY CLERK

MEMORANDUM OF UNDERSTANDING

District Attorney's Office, Delaware County, PA

for the Chester Partners for Safe Neighborhoods Initiative

and

the City of Chester

I. Purpose

This Memorandum of Understanding ("MOU") establishes collaboration between the Delaware County District Attorney's Office ("DAO"), through its Chester Partners for Safe Neighborhoods ("CPSN") initiative, and the City of Chester to coordinate comprehensive strategies to reduce gun violence, enhance community safety, and strengthen collaboration between municipal departments, law enforcement, and community partners.

II. Background

CPSN is a collaborative violence reduction initiative that unites law enforcement, government, and community partners to address the root causes and impacts of gun violence in the City of Chester. The City of Chester plays a central role in CPSN through policy support, community engagement, and operational coordination across municipal departments including police, public works, code enforcement, and recreation.

III. Roles and Responsibilities

A. The City of Chester agrees to:

- Collaborate with CPSN in the planning and implementation of community safety initiatives.
- Coordinate participation of City departments, including Police, Public Works, Code Enforcement, and Recreation, in CPSN activities.
- Support the Chester Police Department in CPSN's community policing, data-driven enforcement, and outreach initiatives.
- Facilitate coordination with CPSN's community partners to promote community policing, build trust, and provide early intervention for at-risk youth.
- Actively engage with the DAO and CPSN partners to maintain and grow Operation Safe Summer, which celebrates Chester neighborhoods that are self-policing and seek to prevent gun violence in their communities.

- Share relevant non-confidential data, consistent with applicable laws, to support program evaluation and effectiveness.

B. DAO/CPSN agrees to:

- Provide coordination, technical assistance, and data analysis to support City-led safety and revitalization efforts.
- Collaborate with the Chester Police Department and City administration on strategic enforcement and prevention initiatives.
- Ensure programmatic and financial oversight for CPSN-funded activities within the City.
- Support communication and engagement between municipal and community partners.
- Assist in identifying and securing grant or in-kind resources to sustain CPSN-related programs.

IV. Data Sharing and Confidentiality

All parties shall comply with all applicable federal, state, and local privacy laws, including the Criminal History Record Information Act (CHRIA), HIPAA, and FERPA where applicable. Personal identifying information will only be shared with appropriate consent and for the purposes authorized under CPSN.

V. Term and Termination

This MOU shall become effective on _____, 20____, and remain in effect for one (1) year, renewable upon mutual agreement. Either party may terminate this MOU with thirty (30) days' written notice.

VI. Points of Contact

DAO (CPSN): Matt Krouse, Deputy District Attorney, Delaware County, Pennsylvania

City of Chester: Authorized Official, City of Chester

VII. Signatures

DAO: _____
District Attorney, Delaware County, Pennsylvania
Date: _____

City of Chester: _____
Authorized Official, City of Chester
Date: _____

MEMORANDUM OF UNDERSTANDING

District Attorney's Office, Delaware County, PA

for the Chester Partners for Safe Neighborhoods Initiative

and

Police Department, City of Chester, PA

I. Purpose

This MOU outlines collaboration between the Delaware County District Attorney's Office ("DAO"), through the Chester Partners for Safe Neighborhoods ("CPSN"), and the Chester Police Department ("CPD") to provide overtime services supporting community policing and violence reduction efforts in the City of Chester.

II. Background

CPD plays a vital role in CPSN's data-driven, community-oriented policing strategy. Through this agreement, CPD officers will participate in overtime patrols, community engagement events, and focused deterrence operations to enhance safety and strengthen relationships with residents.

III. Roles and Responsibilities

A. Chester Police Department agrees to:

- Provide overtime details for community policing and CPSN-related initiatives.
- Participate in CPSN data and strategy meetings.
- Document activities, outcomes, and community contacts for reporting purposes.
- Coordinate with CPSN partners to ensure alignment with community engagement goals.

B. DAO/CPSN agrees to:

- Pay overtime services in accordance with approved funding.
- Provide analytical support, data sharing, and coordination of CPSN operations.
- Maintain data security and compliance with all confidentiality requirements.
- Promote CPD's community policing efforts as part of CPSN's public safety strategy.

IV. Data Sharing and Confidentiality

All data sharing shall comply with CHRIA and related privacy laws. Personal identifying data shall not be disclosed without authorization.

V. Term and Termination

Effective on _____, 20___, for one (1) year, renewable annually. Either party may terminate with thirty (30) days' written notice.

VI. Points of Contact

DAO (CPSN): Matt Krouse, Deputy District Attorney, Delaware County, Pennsylvania

CPD: Katrina Blackwell, Chief of Police, Chester Police Department, Chester, PA

VII. Signatures

DAO: _____

District Attorney, Delaware County, Pennsylvania

Date: _____

CPD: _____

Chief of Police, Chester Police Department

Date: _____

R E S O L U T I O N

NO. 135 - 2025

THE COUNCIL OF THE CITY OF CHESTER DOES RESOLVE:

That it does hereby authorize the proper City official to enter into the attached Memorandum of Understanding (MOU) with the City of Salto Del Guairá, Paraguay, to establish a Sister City relationship built on mutual respect, friendship, and shared initiatives and goals and is intended as a framework to guide future activities that promote, support, and encourage an exchange of culture, education, trade and community development.

WE HEREBY CERTIFY that this Resolution passed Council this 12th day of November, A.D. 2025.

_____
MAYOR

Attest:_____
CITY CLERK

CITY OF CHESTER, PENNSYLVANIA

and

CITY OF SALTO DEL GUAIRÁ, PARAGUAY

Memorandum of Understanding (MOU) / Sister City Agreement

Date: _____

Preamble / Whereas

Whereas Chester and Salto del Guaír¬a (the "Parties") desire to promote mutual understanding, cultural exchange, and cooperative programs; and

Whereas both communities value shared goals in culture, education, trade, and community development;

Now, therefore, in recognition of these shared interests, the Parties hereby agree as follows:

---

1. Purpose & Intent

This MOU expresses the desire of the Parties to establish a Sister City relationship built on mutual respect, friendship, and shared initiatives. It is intended as a framework to guide future activities, not a binding contract of financial obligations.

---

2. Core Areas of Cooperation

The Parties agree to explore and promote programs in the following areas, subject to mutual agreement and resource availability:

- Cultural Exchange: Art exhibitions, music, festivals, crafts (e.g., Ao'poi embroidery).
- People-to-People Visits: Delegations, student/teacher exchanges, community visits.
- Education & Institutions: Partnerships between schools, universities, and training programs.
- Economic & Trade Collaboration: Support for small businesses, trade missions, and e-commerce linkages.
- Humanitarian & Health Initiatives: Emergency services, medical training, and cooperative projects (e.g., ambulance donation).

- Semiconductor Awareness: The Parties will explore and implement collaboration between schools, including participation in the SEMI Global Schools program to strengthen climate and digital education through student-led projects and exchanges. Both cities also recognize the importance of the semiconductor ("chips") industry as a driver of innovation and future opportunity. Given our two economies' unique relationships with Taiwan, the Parties will explore and implement opportunities for education and industry collaboration that connect Chester, Salto del Guairá, and partners in Taiwan.

---

3. Implementation & Coordination

- Each Party will designate a Sister City Committee or Liaison Office to coordinate activities and monitor progress.
- Proposed projects will be developed jointly, with each Party responsible for its local costs unless otherwise agreed.
- The Parties will meet or communicate at least once per year to review progress and plan initiatives.

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4. Duration & Termination

- This MOU shall remain valid for five (5) years from the date of signing and may be renewed by mutual consent.
- Either Party may terminate this MOU with six (6) months' written notice, after settling outstanding joint commitments.

---

5. Non-Binding Nature

This MOU does not create any legal or financial obligation. Participation in specific programs or funding must be agreed by both Parties in separate arrangements.

Signatures

For the City of Chester, Pennsylvania

Name: _____

Title: Mayor / Official

Date: _____

For the City of Salto del Guairá, Paraguay

_____

Name: _____

Title: Mayor / Official

Date----------

R E S O L U T I O N

NO. 136 - 2025

WHEREAS, as part of the overall construction of the City's new Public Works garage, the City is in need of professional services to provide Geotechnical and Construction Quality Control Services during the course of construction; and

WHEREAS, the City solicited proposals from a variety of engineering firms capable of performing these services in consultation with the City's construction manager on this project; and

WHEREAS, after further review, it was determined that David Blackmore & Associates (DBA), Inc., 1876 Greentree Road, Cherry Hill, NJ 08003, met all of the City's criteria and the attached proposal along with their fee schedule is recommended for approval.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF CHESTER DOES RESOLVE:

That it does hereby ratify entering into an agreement with David Blackmore & Associates (DBA), Inc., for the required professional services to support the construction of the City's Public Works building at a cost not to exceed $29,273.84.

WE HEREBY CERTIFY that this Resolution passed Council this 12th day of November, A.D. 2025.

_____
MAYOR

Attest: _____
CITY CLERK

DAVID BLACKMORE & ASSOCIATES, INC.
GEOTECHNICAL & ENVIRONMENTAL ENGINEERS

Proposal 5770I1P1
September 29, 2025

CITY OF CHESTER DEPARTMENT OF PUBLIC WORKS
C/O NEW ROAD CONSTRUCTION MANAGEMENT
1876 Greentree Road
Cherry Hill, NJ 08003

TEL: 610-447-7700

ATTN: Ms. Sherri Cross-Murphy

RE: Geotechnical and Construction Quality Control Contract
New Public Works Facility
2nd Street and Pennell Street
City of Chester, Delaware County, PA

Dear Ms. Cross-Murphy,

David Blackmore & Associates, Inc. appreciates this opportunity to provide Geotechnical and Construction Quality Control Services for the above-mentioned site.

For this contract, David Blackmore & Associates, Inc. will be referred to as DBA, and CITY OF CHESTER DEPARTMENT OF PUBLIC WORKS will be referred to as CLIENT. The Agreement and our Terms and Conditions are included and require your review and signature.

I. SCOPE OF WORK

The client or the client's representative must schedule DBA personnel by calling DBA's office no later than 4:00 PM on the day prior to the day services are needed. Failure to do so may result in DBA being late or absent from the site, depending upon our personnel availability.

DBA will provide geotechnical personnel qualified to observe and report on the quality of work performed by contractors. The following is a description of the services DBA is expected to provide for this project. DBA can provide further testing services as needed, such as tiebacks, sheeting and shoring, masonry, waterproofing, roofing, and environmental testing. To avoid any confusion, please indicate the scope of work required by initialing next to the individual description(s) below. The geotechnical personnel will observe and perform tests on a full-time basis to evaluate the work performed related to the scope of services initialed by CLIENT below.

The personnel assigned to these tasks will be either a Geotechnical Technician (GT) or a Geotechnical Engineer (GE), or Steel Inspector (SI).

DESCRIPTION OF SERVICES

A. Earthwork _____ (initial as required) (GT)

DBA personnel will monitor the placement and compaction of load bearing fill and backfill for the buildings, pavement areas, and utilities as required by the CLIENT. DBA's field personnel will perform the appropriate soil testing to determine the quality and suitability of the fill material, the effort of compaction, and

the construction procedures utilized. It must be noted that DBA can provide compaction data on fill that our personnel observe being placed. DBA cannot comment on or provide data on material placed in our absence.

Field testing will be intensified if the results indicate that the specified degree of compaction is not readily achievable.

In addition, representative samples of the proposed fill material will be analyzed in our laboratory for their suitability for use as structural fill. The CLIENT is responsible for submitting samples of on-site or borrow fill to DBA's laboratory for testing at least one (1) week prior to use on-site. A minimum of two (2) 5-gallon buckets is required. Laboratory tests will consist of determinations of water content, engineering classification and proctor compaction tests. All laboratory tests will be performed in accordance with applicable ASTM Standards.

B. Subgrade Preparation _____ (initial as required) (GT)

DBA personnel will observe the proof rolling for the floor slab and pavement subgrades prior to fill placement and again prior to placement of slab/pavement subbase material. During these operations DBA will delineate any unstable/soft areas encountered and will provide recommendations for corrective actions. These corrective actions will generally consist of re-compaction, undercutting and replacement, the use of geosynthetics, and/or other stabilization methods.

C. Foundation Evaluation _____ (initial as required) (GE/GT)

DBA will confirm the foundation bearing conditions that have been previously established by a geotechnical investigation that includes a test boring program and a geotechnical report.

DBA personnel will monitor and document the excavations for foundations and the foundation dimensions. Bearing conditions will be evaluated for their compatibility with the design criteria. If bearing conditions are found to be inadequate, recommendations for remedial measures will be provided.

D. Reinforcing Steel _____ (initial as required) (GE/GT)

Prior to concrete placement, DBA personnel will observe and document the type and placement of steel reinforcement to determine its compliance with the project plans and specifications.

E. Cast-In-Place-Concrete _____ (initial as required) (GT)

DBA personnel will monitor the placement of foundation and floor slab concrete on-site. DBA will perform concrete testing in accordance with your specifications (slump, temperature, and air entrainment, as appropriate) during the placement operations. In addition, DBA will mold sets of concrete cylinders for later compressible strength testing in our laboratory. A total of five (5) cylinders will be prepared per set. A minimum of one set of cylinders will be prepared daily. Should daily pour exceed 100 cubic yards, an additional set of cylinders shall be prepared for each 50 yards of additional concrete poured or as requested by CLIENT.

F. Structural Steel ____ (initial as required) (GE/SI)

If required, DBA will provide observation and documentation of field erection procedures to determine if the construction complies with the intent of the project plans, shop drawings, and specification. This will include random inspections of materials, dimensions, and fabrications as well as the monitoring of the installation of metal decking for the roof.

Field evaluation will primarily be limited to monitoring the makeup of bolted joints and the measurements of torque in the bolted connections. Unless otherwise specified, DBA will perform torque measurements on at least 10 percent of the bolted connections (a minimum of 2 bolts per joint). Welding monitoring will be limited to the documentation of the class of electrodes, evaluation of welding procedures, and visual inspection of the welds. Radiographic or ultrasonic evaluations will not be performed unless specifically requested.

The field monitoring of the structure steel will be coordinated with the Structural Engineer.

G. Roofing ____ (initial as required) (SI)

Neoprene, EPDM (ethylene, propylene diene monomer) build up roofing inspection can be performed. This will include perimeter and roof penetration flashing inspection, bitumen, and ballast inspection. Deviations from specifications, and other problems will be brought to the attention of the contractor, job superintendent and the CLIENT.

H. Fireproofing _____ (initial as required) (GT/SI)

Fire rating specifications will be reviewed, and as built thickness and density of spray fireproofing materials will be recorded. Deviations from specifications, and other problems will be brought to the attention of the contractor, job superintendent and the CLIENT.

I. Asphalt Inspection ____ (initial as required)

DBA will measure thickness, temperature, and in place density of the asphalt paving during placement. It is essential for the client or client's contractor to supply the laboratory mix data, particularly density and other design criteria. DBA can also provide post construction coring and laboratory testing/analysis upon request.

J. Masonry _____ (initial as required) (GT)

DBA personnel will monitor the placement of masonry walls, reinforcing steel and grout on-site. DBA will perform mortar and grout sampling and testing in accordance with your specifications during the placement operations. In addition, DBA will mold sets of mortar cubes or grout cylinders for later compressible strength testing in our laboratory. DBA can also test masonry units and prisms as requested by CLIENT.

K. Reports

Observations, measurements, and field tests results will be documented by our personnel in the form of a daily field report. In addition, conditions encountered which are not in accordance with the project plans and specifications will be noted, along with recommended corrective actions and any remedial work carried out.

Please note that these daily field reports serve as documentation of construction; they will be issued approximately one week after their origin. The CLIENT shall provide a distribution list for our office. DBA can provide up to two (2) hard copies of daily field reports to the client. Additional hard copies can be provided, however, there will be an additional cost of $0.10/page. On-site conditions which are contrary to project plans and specifications will be transmitted verbally by our representative to you, the General Contractor, and the appropriate subcontractors at the time that we become aware of them.

II. PERSONNEL DESCRIPTIONS AND QUALIFICATIONS

DBA's field staff will perform their duties under the direction of a Geotechnical Engineer, who will provide overall technical and budgetary management for the project. In addition, our Geotechnical Engineer will be available for scheduled site meetings concerning our scope of work or for consultation regarding unusual site or subsurface conditions. DBA's Principal Engineer, who is a registered Professional Engineer in the Commonwealth of Pennsylvania, will perform the in-house technical review of services.

Geotechnical Technician (GT)

A Geotechnical Technician is a trained employee capable of performing routine observation and testing related to the construction of **structural fill**. The technician is qualified to perform in place density tests, laboratory classifications, moisture/density relationship tests, and in-situ moisture content. The Technician is also qualified to perform **concrete** temperature and slump tests, preparing concrete cylinders for compressive strength testing, and verifying the placement of **concrete reinforcing steel.**

Most of the fieldwork will be performed by the Geotechnical Technician. Consultation with the Geotechnical Engineer will be limited to telephone and office conversations, and a weekly review of daily field reports and project status. If unusual site conditions warrant a site meeting will be held with the Geotechnical Engineer present.

The technician is not typically qualified to make recommendations or modifications to the design in the field without consultation with the Geotechnical Engineer. The technician must perform work under the supervision of a Geotechnical Engineer.

Geotechnical Engineer (GE)

The Geotechnical Engineer is qualified to alter, change, modify, or add recommendations contained in the Geotechnical Report to provide solutions for unanticipated field conditions. The Geotechnical Engineer has an educational background, which minimally includes graduate level Geotechnical Engineering course work.

The Geotechnical Engineer will review the daily field reports on a weekly basis (1/2 hour per week average billing) and will attend site meetings when necessary.

Structural Steel Inspector (SI)

Certified Welding Inspector (CWI) with experience in inspection of steel fabrication and erection including bolted connections, visual welding, and non-destructive welding testing (NDT). NDT methods may include ultrasonic, radiographic, and magnetic particle and liquid penetrant.

Principal Engineer

The Principal Engineer is a Licensed Professional Engineer specializing in Geotechnical Engineering. The Principal Engineer is the only person authorized to modify the contract agreements contained herein. Contract documents shall not be modified by anyone other than the principal and shall be modified in writing.

Project Costs

If requested, an approximate budget for each of the tasks outlined above can be estimated upon your proposed construction schedule. In addition, the billing can be phased in such that each task is invoiced separately, if desired.

GEOTECHNICAL QUALITY CONTROL FEE SCHEDULE
David Blackmore & Associates, Inc.
SEPTEMBER 29, 2025

Personnel	***Rate***
Geotechnical Technician (half day minimum, 4 hours)	$50.00/hour
Senior Technician	$65.00/hour
Structural Steel Inspector	$75.00/hour
Structural Steel Inspector w/ultrasonic testing	$85.00/hour
Draftsperson	$65.00/hour
Staff Engineer/Project Manager	$105.00/hour
Geotechnical Field Engineer	$95.00/hour
Associate/Supervising Engineer	$115.00/hour.
Principal Engineer	$145.00/hour

Laboratory Testing	***Test Designation***	***Unit Cost***
Engineering Classification of Soils	ASTM D-2487	$110.00/sample
Grain Size Analysis	ASTM D-421	$75.00/sample
Grain Size w/hydrometer	ASTM D-422	$125.00/sample
Atterberg Limits	ASTM D-4318	$55.00/sample
Percent Organics of Soil Testing	ASTM D-2974	$25.00/sample
Moisture Density Relationship Standard Proctor	ASTM D-698	$105.00/sample
Modified Proctor	ASTM D-1557	$130.00/sample.
Rock Correction	ASTM D-4718	$35.00/sample
One Dimensional Consolidation	ASTM D-2435	$450.00/sample
California Bearing Ratio (CBR)	ASTM D-1883	$675.00/sample.
Direct Shear Test	ASTM D-3080	$750.00/sample
Specific Gravity of soils	ASTM D-854	$45.00/sample
Falling Head Permeability	ASTM D-2434	$125.00/sample
Soil Moisture	ASTM D-2216	$10.00/sample
Compressive Strength Testing Concrete Cylinders	ASTM C-39	$15.00/sample.
Grout Specimens	ASTM C-1019	$15.00/sample.
Mortar Cubes	ASTM C-109	$15.00/cube.
Masonry Prisms	ASTM C-1314	$75.00/prism
Gypcrete Cubes	ASTM C472	$25.00/cube
Density of Structural Lightweight Concrete	ASTM C-567	$25.00/cylinder
Density of Lightweight Insulated Concrete	ASTM C-495	$25.00/cylinder
Floor Flatness Testing	ASTM E-1155	$0.06/square foot*
SRFM Density Testing	ASTM E-605	$25.00/sample
Cylinder Pick-up Charge		$70.00/pick up **

* A minimum fee of $900.00 applies to slab pours of less than 10,000 SF.
** Average one to two pick-ups per week, depending on pour sequence.

NOTES:

1. Technician Travel Expenses: Mileage will be invoiced at $0.58/mile. One half of the total travel time (to and from the job site) will be invoiced at the normal hourly rate indicated above. All other staff will be invoiced from portal to portal plus mileage.
2. Field Inspection Reports: An average of 1/2 hour per week of engineering time will be invoiced for review of field inspection reports as an additional charge.
3. Weekend hours, overtime (2nd and 3rd shift) and hazardous duty will be invoiced at 1.5 times the normal rate.

TERMS FOR GEOTECHNICAL SERVICES
DAVID BLACKMORE & ASSOCIATES, INC.

THE AGREEMENT: This agreement is made between: David Blackmore & Associates, Inc., hereinafter referred to as DBA, and CITY OF CHESTER DEPARTMENT OF PUBLIC WORKS, hereinafter referred to as CLIENT.

The agreement between the parties consists of these terms, the attached proposal identified as Proposal Number 5770I1P1, dated SEPTEMBER 29TH, 2025, DBA's current fee schedule and any exhibits or attachments noted in the proposal. Together, these elements will constitute the entire agreement superseding all prior negotiations, correspondence, or agreements either written or oral. Any changes to this agreement must be mutually agreed to in writing.

STANDARD OF CARE: Services performed by DBA under this agreement are expected by the CLIENT to be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the geotechnical engineering profession practicing contemporaneously under similar conditions in the locality of the project. No other warranty, expressed or implied, is made.

REPRESENTATION OF OWNER: The CLIENT acknowledges that they are acting as agents for the owner of the property which DBA will be performing Geotechnical, Geologic, or Environmental Services. The CLIENT shall make the owner aware of the conditions and scope of the work being contemplated and indicate the owner's approval, as the owner's legal agent, by signing this contract.

CHANGE IN COST STRUCTURE: CLIENT understands that the Fee Schedule, Cost Estimates, and Scope of Work set forth in the Proposal are subject to change after a period of three (3) months after the date of issue of the Proposal.

CHANGED CONDITIONS: CLIENT has relied on DBA's judgment in establishing the work scope and fee for this project, given the project's nature and risks. CLIENT shall therefore rely on DBA's judgment as to the continued adequacy of this Proposal considering occurrences or discoveries that were not originally contemplated by or known to DBA. Should DBA call for contract re-negotiation, DBA shall identify the changed conditions which in DBA's professional judgment make such re-negotiation necessary, and DBA and CLIENT shall promptly and in good faith enter re-negotiation of this Proposal to help permit DBA to continue to meet CLIENT's needs. If re-negotiation terms cannot be agreed to, CLIENT agrees that DBA has an absolute right to terminate this Proposal.

SITE ACCESS AND SITE CONDITIONS: CLIENT will grant or obtain free access to the site for all equipment and personnel necessary for DBA to perform the work set forth in this agreement. The CLIENT will notify all possessors of the project site that the CLIENT has granted DBA free access to the site. DBA will take reasonable precautions to minimize damage to the site, but it is understood by CLIENT that, in the normal course of work, some damage may occur, and the correction of such damage is not part of this agreement unless so specified in the proposal.

The CLIENT is responsible for the accuracy of locations for all subterranean structures and utilities. DBA will take reasonable precautions to avoid known subterranean structures, and the CLIENT waives any claim against DBA, and agrees to defend, indemnify, and hold DBA harmless from any claim or liability for injury or loss, including costs of defense, arising from damage to subterranean structures and utilities not identified or accurately located. In addition, the CLIENT will be responsible for compensation for reasonable and/or unavoidable damage to crops, lawns and/or similar claims related to DBA's subsurface exploration.

SAMPLE DISPOSAL: DBA will dispose of all remaining soil and rock samples 60 days after submission of report covering those samples. Further storage or transfer of samples can be made at CLIENT's expense upon CLIENT's prior written request.

BILLING AND PAYMENT: Invoices will be submitted to CLIENT by DBA and will be due and payable upon presentation. If CLIENT objects to all or any portion of any invoice, CLIENT will notify DBA in writing within fourteen (14) calendar days of the invoice date, identify the cause of disagreement, and pay when due to that portion of the invoice, not in dispute. The parties will immediately make every effort to settle the disputed portion of the invoice. In the absence of the written notification described above, the balance as stated on the invoice will be paid.

Invoices are delinquent if payment has not been received within thirty (30) days of the date of invoice. CLIENT will pay an additional charge of 1-1/2 (1.5) percent per month (or the maximum percentage allowed by law, whichever is lower) on any delinquent amount, excepting any portion of the invoiced amount in dispute and resolved in favor of CLIENT. Payment thereafter will first be applied to accrued interest and then to the principal unpaid amount. All time spent and expenses incurred (including any attorney's fees) in connection with collection of any delinquent amount will be paid by the CLIENT to DBA per DBA's current fee schedules. In the event CLIENT fails to pay DBA within sixty (60) days after invoices are rendered, CLIENT agrees that DBA will have the right to consider the failure to pay DBA's invoice as a breach of this agreement.

ADDITIONAL PAYMENT REQUIREMENTS: DBA may provide separate invoices from subcontractors to CLIENT for direct payment to subcontractors. DBA will review subcontractors' invoices and will indicate if the invoices are reasonable. Payment requirements contained in Billing and Payment Condition above shall apply to subcontractor invoices submitted to CLIENT by DBA.

TERMINATION: This agreement may be terminated by either party seven (7) days after written notice in the event of any breach of any provision of the agreement or in the event of substantial failure of performance by the other party, or if the CLIENT suspends the work for more than three (3) months. In the event of termination, DBA will be paid for services performed prior to the date of termination plus reasonable termination expenses, including the cost of completing analyses, records, and reports necessary to document job status at the time of termination.

RISK ALLOCATION: Client and engineer are each sophisticated parties and are aware of the risks involved in this project. Client and engineer have specifically discussed the allocation of risk provision in this Agreement taking into account the nature of this Project, the risks involved, the amount of fees being paid by Client to the Engineer (DBA) on this Project, the potential claims and the Client's own insurance protection, and other appropriate factors. Both parties agree that this provision represents reasonable allocation and sharing of risks between the Client and DBA the Engineer.

To the fullest extent permitted by law, the Client and DBA the Engineer agree to a limitation of DBA's liability to the client for all claims arising out of any negligent errors or omissions in the performance of DBA's professional services under this Agreement. The total aggregate liability of DBA will not exceed the sum of $50,000.00 for any such errors or omissions in the performance of DBA's professional services under this Agreement. This limitation of liability shall apply whether DBA is solely or partially responsible for the damages resulting from such professional negligence.

DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS: CLIENT warrants that a reasonable effort to inform DBA of known or suspected hazardous materials on or near the project site have been made.

Hazardous materials may exist at a site where there is no reason to believe they could or should be present. DBA and CLIENT

TERMS FOR GEOTECHNICAL SERVICES
DAVID BLACKMORE & ASSOCIATES, INC.

agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. DBA and CLIENT also agree that the discovery of unanticipated hazardous materials may make it necessary for DBA to take immediate measures to protect health and safety. CLIENT agrees to compensate DBA for all costs incurred by DBA for immediate action.

DBA agrees to notify CLIENT when unanticipated hazardous materials or suspected hazardous materials are encountered. CLIENT agrees to make any disclosures required by law to the appropriate governing agencies. CLIENT also agrees to hold DBA harmless for all consequences of disclosures made by DBA which are required by governing law. In the event the project site is not owned by CLIENT, CLIENT recognized that it is the CLIENT's responsibility to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials.

Notwithstanding any other provision of the agreement, CLIENT waives any claim against DBA, and to the maximum extent permitted by law, agrees to defend, indemnify, and save DBA harmless from any claim, liability, and/or defense costs for injury or loss arising from DBA's discovery of unanticipated hazardous materials or suspected hazardous materials including any costs created by delay of the project and any cost associated with possible reduction of the property's value. The CLIENT will be responsible for the ultimate disposal of any samples secured by DBA which are found to be contaminated.

CONSTRUCTION MONITORING: **Inspection** is defined in this contract as limited to the reporting of observations of construction, which service shall consist of various tests and interpretation of test results. For the specified assignment, DBA will report observations and professional opinions to the CLIENT. No action of DBA or DBA's site representative can be construed as altering any agreement between the CLIENT and others. DBA will report any observed work to the CLIENT which, in DBA's professional opinion, does not conform with plans and specifications. DBA has no right to reject or stop the work of any agent of the CLIENT. Such rights are reserved solely for the CLIENT. Furthermore, DBA's presence on site does not in any way guarantee the completion or quality of the performance of the work of any party retained by the CLIENT to provide construction-related services.

DBA will not be responsible for and will not have control or charge of specific means, methods, techniques, sequences, or procedures of construction selected by any agent or agreement of the CLIENT, or safety precautions and programs incident thereto.

HAZARDOUS DUTY RATE: **Time** expended by Engineers or Technicians who perform duties on projects where contact with hazardous, or suspected hazardous materials, or involve hazardous duty including but not limited to caisson or pile driving inspection will be invoiced at the hazardous duty rate.

AQUIFER CONTAMINATION: Subsurface sampling and monitoring well installation may result in unavoidable contamination of certain subsurface areas, as when a probe or boring device moves through a contaminated area, linking it to an aquifer, underground stream, or other hydrous body not previously contaminated and capable of spreading hazardous materials off-site. Because nothing can be done to eliminate the risk of such an occurrence, and because subsurface sampling and monitoring well installation is a necessary aspect of the work which DBA will perform on CLIENT's behalf, CLIENT waives any claim against DBA, and agrees to defend, indemnify and hold DBA harmless of any claim or liability for injury or loss which may arise as a result of alleged cross-contamination caused by sampling. CLIENT further agrees to hold harmless and indemnify DBA in respect to any attorney's fee and/or costs incurred by DBA as to claims made in respect to the contract recited above and the work done by DBA in the performance of said contract.

PUBLIC RESPONSIBILITY: CLIENT recognizes that he owes a duty of care to the public that requires him to conform to applicable codes, standards, regulations, and ordinances, principally to protect public health and safety. DBA likewise owes a duty of care to the public, in that the public, through its professional engineer registration law, has granted to DBA an exclusive license to perform functions which require engineering skill and knowledge, to protect public health and safety. DBA will at all times endeavor to perform in faithful and trustworthy manner and, in this regard, do his best to alert CLIENT to any matter of which DBA becomes aware and believes requires CLIENT's immediate attention to help protect public health and safety, or which DBA believes requires CLIENT to issue a notice or report to certain public officials, or to otherwise conform with applicable codes, standards, regulations or ordinances. If CLIENT for any reason decides to disregard DBA's recommendations in these respects, DBA shall employ his best judgment in deciding whether he shall notify public officials. CLIENT agrees that such decisions are DBAs to make, considering DBA's public responsibilities as DBA perceives them and, in any event, DBA should not be held liable in any respect for failing to report conditions which were CLIENT's responsibility to report. Accordingly, CLIENT waives any claim against DBA and agrees to defend and indemnify DBA from any claim or liability for injury or loss allegedly arising from DBA's notifying or notifying public officials about conditions existing at the project site. Further, CLIENT agrees to compensate DBA for any time spent or expenses incurred by DBA in defense of any such claim, with such compensation to be based upon DBA prevailing fee schedule and expense reimbursement policy.

DISPUTES RESOLUTION: All claims, disputes, and other matters in controversy between DBA and CLIENT arising out of or in any way related to this agreement will be submitted to "alternative dispute resolution" (ADR) such as mediation before and as a condition precedent to other remedies provided by law.

OWNERSHIP OF INSTRUMENTS OF SERVICE: All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by DBA as instruments of service shall remain the property of DBA. DBA shall retain these records for a period of seven (7) years following submission of their report, during which period they will be made available to CLIENT at all reasonable times.

GOVERNING LAW AND SURVIVAL: The law of the State of Pennsylvania will govern the validity of these terms, their interpretation and performance.

If any of the provisions contained in this agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired. Limitations of liability and indemnities will survive termination of this agreement for any cause.

The parties have read the foregoing, understand completely the terms, and willingly enter into this agreement which will become effective on the date signed by the CLIENT below.

CLIENT SIGNATURE

DAVID BLACKMORE & ASSOCIATES, INC.
Mr. Brian D. McCree, PE
President

CLIENT NAME & TITLE (Please print or type)

September 29, 2025
DATE

DATE

CITY OF CHESTER

NEW PUBLIC WORKS FACILITY

QC Testing and Inspection Fee Proposal Form

Submitted by: David Blackmore & Associates, Inc.
company name

ITEM	Qty		Cost		Total
Multi Discipline Inspection Soils, Masonry, Concrete, Rebar, Asphalt					
Full Day Rate 8 hours between 6am - 6pm	5	*days @*	*$484.80*	*per day*	$2,424.00
Half Day Rate	10	*days @*	*$284.80*	*per half-day*	$2,848.00
Evening Rate 4 hours between 4-12pm	2	*days @*	*$384.80*	*per half-day*	$769.60
Professional Engineering Time	20	*hours @*	*$145.00*	*per hour*	$2,900.00
Soils Testing					
Standard Proctor (ASTM D698)	2	*samples @*	*$105.00*	*per sample*	$210.00
Modified Proctor (ASTM D1557)	2	*samples @*	*$130.00*	*per sample*	$260.00
Sieve Analysis (ASTM C136)	2	*samples @*	*$55.00*	*per sample*	$110.00
Amount Finer than #200 Sieve (ASTM C1140)	1	*samples @*	*$125.00*	*per sample*	$125.00
Particle Size Analysis of Soils (ASTM D422)	1	*samples @*	*$75.00*	*per sample*	$75.00
Liquid Limit, Plastic Limit & Plasticity Index of Soils (ASTM D4318)	1	*samples @*	*$55.00*	*per sample*	$55.00
Classification of Soils (ASTM D2487)	1	*samples @*	*$110.00*	*per sample*	$110.00
Concrete Inspection & Testing					
Concrete Reinforcement Inspection	4	*days @*	*$484.80*	*per day*	$1,939.20
Half Day Rate	8	*days @*	*$284.80*	*per day*	$2,278.40
Hourly Rate			*$60.60*	*per hour*	
Concrete Placement Inspection (ASTM C143, C231, C1046, C567	4	*days @*	*$484.80*	*per day*	$1,939.20
Half Day Rate	8	*days @*	*$284.80*	*per half-day*	$2,278.40
Hourly Rate			*$60.60*	*per hour*	
Concrete Comp. Test Specimens (ASTM C31, C172)	28	@	*$15.00*	*per cylinder*	$420.00
Set of Concrete Test Cylinders (ASTM C39)	28	@	*$15.00*	*per cylinder*	$420.00
Floor Levelness/ Flatness Testing (ASTM E1155)	10,000	@	*$0.06*	*per SF*	$600.00
10, 000 SF is Job min charge					

CITY OF CHESTER

NEW PUBLIC WORKS FACILITY

QC Testing and Inspection Fee Proposal Form

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company name

ITEM	Qty		Cost		Total
Masonry Inspection & Testing					
Full Day Rate	1	*days @*	*$484.80*	*per day*	$484.80
Half Day Rate	3	*days @*	*$284.80*	*per half-day*	$854.40
Hourly Rate			*$60.60*	*per hour*	
Mortar Cubes (ASTM C109)	2	@	*$15.00*	*per cube*	$30.00
Grout Cubes (ASTM C1019)	2	@	*$15.00*	*per cube*	$30.00
Brick - Lab. Analysis (10 Bricks/set) - (ASTM C67)	1	@	*$750.00*	*per set*	$750.00
CMU Lab Analysis (6 Blocks/set) - (ASTM C140)	1	@	*$450.00*	*per set*	$450.00
Masonry Prisms (6 Prisms/set) - (ASTM C1314)	1	@	*$450.00*	*each*	$450.00
Mortar Aggregate Ratio (3 samples/set) - (ASTM C780)	1	@	*$300.00*	*each*	$300.00
Structural Steel Inspection & Testing & Cold-Formed Metal Framing					
Inspector (Visual Weld, Bolting, etc.)	1	*days @*	*$647.56*	*per day*	$647.56
Inspector half Day	4	*days @*	*$347.56*	*per half-day*	$1,390.24
Hourly Rate			*$80.95*	*per hour*	
Liquid Penetrant Inspection (ASTM E165)	1	*test @*	*$250.00*	*each*	$250.00
Magnetic Particle Inspection (ASTM E709)	1	*test @*	*$250.00*	*each*	$250.00
Ultrasonic Inspection (ASTM E164)	1	*test @*	*$800.00*	*each*	$800.00
Fire-stopping Inspection					
Field Inspection	1	*days @*	*$647.56*	*per day*	$647.56
Half Day Rate	1	*days @*	*$347.56*		$347.56
Hourly Rate	0		*$80.95*		
Asphalt Paving Inspection & Testing					
Field Inspection & Testing	1	*days @*	*$484.80*	*per day*	$484.80
Half Day Rate	2	*days @*	*$347.56*	*per half-day*	$695.12
Hourly Rate			*$60.60*	*per hour*	
Core Samples for Confirmation of Thickness					
Half Day Rate - assume 2-4 Samples	1	*half days @*	*$650.00*	*per day*	$650.00

TOTAL PROPOSAL COST $29,273.84

Note: All inspections cost are to include portal to portal costs

CITY OF CHESTER

NEW PUBLIC WORKS FACILITY

QC Testing and Inspection Fee Proposal Form

Submitted by: David Blackmore & Associates, Inc.
company name

ITEM	Qty	Cost	Total

TOTAL PROPOSAL COST: Twenty Nine thousand two hundred seventy three dollars and 84 cents
written in full

Minimum charge for show-up at site without 24 hour notice of cancellation: Half day - $347.56

Submitted by: David Blackmore & Associates, Inc.
name of company

Mr. Brian D. McCree, PE
name of individual

President
title of individual

Address: 3335 West Ridge Pike,
Pottstown, PA 19464

Telephone Number: 610-495-6255

email address: bmccree@dbaengineering.com