



BOARD OF SUPERVISORS,  
JOINT BOARDS / COMMISSIONS WORKSHOP

AGENDA  
April 9, 2019  
4:00 p.m.

LOCATION: Existing Township Building -- 140 Pottstown Pike, Chester Springs, PA 19425

I. Call To Order	<u>Packet Page #</u>
A. Salute to the Flag	
B. Moment of Silence	
C. Inquire If Any Attendee Plans to Audio or Video Record the Meeting	
II. Boards and Commissions	
A. Emergency Management Planning Commission (Byron Nickerson, Chair)	
1. EMPC Initiatives	
B. Historic Commission (Brett Hand, Chair)	
C. Municipal Authority (Hal Harper, Vice-Chair, Matt Brown - Administrator)	
1. Byers Road, Milford Farms Main Extension Projects	
2. Act 537 Plan Update	
D. Park & Recreation Board (Cathy Tomlinson, Chair)	2
1. Annual Report / Update	
E. Planning Commission (Bob Schoenberger, Chair)	
F. Technology Advisory Board (Gwen Jonik, Liaison)	
G. Zoning Hearing Board (Lauren Cortesi, Member)	
III. Township Manager's Report	21
IV. Township Building Expansion/Renovation Project Status Update	
V. Construction Materials Testing Bid – Review	
VI. Solid Waste & Recycling Bid Results – Review Open Session	
VII. Open Session	
VIII. Adjournment	



# UPPER UWCHLAN TOWNSHIP

140 Pottstown Pike  
Chester Springs, PA 19425  
(P) 610-458-9400 (F) 610-458-0307  
[www.upperuwchlan-pa.gov](http://www.upperuwchlan-pa.gov)



## Memorandum

To: Upper Uwchlan Township Board of Supervisors  
Cary Vargo, Township Manager  
From: Upper Uwchlan Township Park and Recreation Board

Date: April 9, 2019

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The Upper Uwchlan Township Park and Recreation Board (PRB) is pleased to provide the Board of Supervisors (BOS) with the following report for 2019. This report includes an assessment of high priority improvements in the Township parks, expansion of the Township trail system, renovation of the Barn at Upland Farms, and the Township's support of the Downingtown Area Recreation Consortium. The PRB offers this report in accordance with the Township Code, which requires that "an analysis of the Township's parks, recreation areas, facilities and recreation programs" be provided to the Supervisors on an annual basis.

## Trail Connections

The PRB surveyed Upper Uwchlan Township residents in 2018. According to those survey results, residents overwhelmingly support the development and expansion of Upper Uwchlan Township's trail system. In answer to the question "Please check the five items below that would most increase your family's satisfaction with parks/recreation in Upper Uwchlan Township if such facilities, activities, or programs were added or expanded," the top three responses were hiking trails, biking trails, and fitness trails.

The members of the PRB are incredibly pleased at the recent trail progress including the trail along Pottstown Pike from the Village of Eagle to Upland Farms, and the extension of the Park Road Trail currently underway. The PRB advocates for continuing to prioritize the expansion of trails in the Township. In conversation with the Township's Land Planning Consultant, Sheila Fleming of Brandywine Conservancy, the PRB identified sections of trail which should be prioritized for completion. Priorities include completion of the Central Loop Trail, connecting residential neighborhoods with existing internal trails to the larger trail system. A connection for the Windsor Ridge neighborhood was mentioned by several survey respondents and has come up in PRB meetings. Connections to Eagleview, such as the Pondview Way trail extension, should also be prioritized.

The PRB worked with consultants last year to update the Trails on the Ground Map to reflect recent additions to the trail system. The PRB is currently working to develop a map of the trails at Upland Farms to post at the entrance to the park.

In addition to an expansion of the trail system within Upper Uwchlan Township, the PRB advocates for supporting regional trails including Chester County's Struble Trail and the Brandywine Creek Greenway.

## **Park Improvements**

Upper Uwchlan Township boasts impressive and well-maintained athletic facilities and parks. The Board was pleased to complete the selection of the new playground equipment for Hickory Park in 2018. For the coming years, the PRB has developed a list of upgrade priorities that they believe will keep the parks thriving.

The PRB asks the BOS to consider the following: At Fellowship Fields, emergency access for EMS providers should be assessed for possible improvement, and lighting to the lower lot areas should be added or improved. At the Hickory Park baseball fields, opportunities for upgrades include expanded dugouts, improved or replaced backstops, and additional overhead guards to keep balls from going into the brush. As the Supervisors are aware, some bond funds have been allocated for lighting improvements at Hickory Park. It is the consensus of the PRB that parking lot lighting improvements are the highest priority. The following athletic facilities would be enhanced by lighting: basketball courts, tennis courts, and the baseball Fields 2 and 3.

## **Upland Farms**

The PRB has reviewed the Adaptive Reuse Plan for the Upland Farms Barn. Although the plan was developed in 2012, it still offers a very good vision for the park. As the construction for the Barn is phased, the PRB suggests that the lower level improvements be prioritized. The plan for the lower level includes the construction of bathrooms that would serve the entirety of the park and conversion of the horse stall area into classrooms. The classroom space would be useful for Township events, local school visits, and DARC programming. Such programs could address the resident interest in a nature center, arts & crafts programs, and environmental education, all of which were selected by survey respondents as items of interest.

Another of the most highly ranked items of interest on the resident survey was “theater/concerts.” The amphitheater aspect of the pocket park was eliminated; adding a bandshell area to Upland Farms is both an ideal location and a way to fulfill the community desire for a performance area.

As improvements to Upland Farms continue to be made, the PRB suggests that expansion of the parking lot be considered. All recent PRB events held at Upland Farms have required overflow parking along Darrell Drive.

## **DARC**

The Downingtown Area Recreation Consortium (DARC) offers a variety of recreation events, camps, and programs at a reduced rate for residents of participating municipalities, including Upper Uwchlan Township. The PRB believes that this organization provides a benefit that the municipality could not provide on its own, and therefore advocates for continuing as a DARC member. Upper Uwchlan Township will continue to promote DARC programs on the Township website and social media platforms.

Upper Uwchlan PRB member Praveen Nadkarni sits on the DARC Board. Mr. Nadkarni believes that more Upper Uwchlan Township residents would participate in DARC programs if programs were held more locally. Completion of the classroom space at the Barn at Upland Farms would provide an ideal space for this type of program.

## **Events**

Since its re-establishment in 2017, the PRB has sought to provide recreation events to residents throughout the year. The annual Tree Lighting and Easter Egg Hunt have both proved to be popular and well-attended. The PRB looks forward to continuing these events and adding more to their roster in the coming years.

## **Attachments**

- 2018 Resident Survey Results
- Selected Trail Maps
  - o Trails on the Ground – Updated 2018
  - o Master Pedestrian Trail Plan
  - o Master Trail Plan - Central Loop Trail

# Q1 Please indicate the number of persons in your household in each of the following age groups

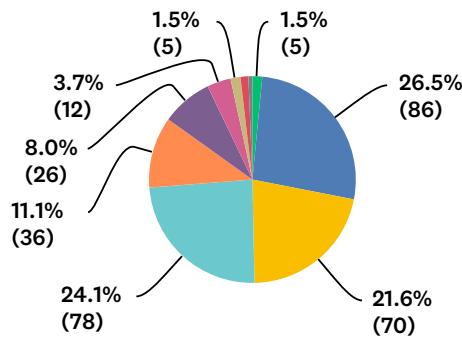
Answered: 323 Skipped: 1

0 to 5												
	1	2	3	4	5	6	7	8	9	10+	TOTAL	
Age Group	69.51% 57	23.17% 19	3.66% 3	2.44% 2	1.22% 1	0.00% 0	0.00% 0	0.00% 0	0.00% 0	0.00% 0	0.00% 0	
6 to 12												
	1	2	3	4	5	6	7	8	9	10+	TOTAL	
Age Group	53.28% 65	36.07% 44	9.02% 11	0.00% 0	0.00% 0	0.82% 1	0.00% 0	0.00% 0	0.00% 0	0.82% 1	122	
13 to 18												
	1	2	3	4	5	6	7	8	9	10+	TOTAL	
Age Group	54.65% 47	34.88% 30	9.30% 8	1.16% 1	0.00% 0	0.00% 0	0.00% 0	0.00% 0	0.00% 0	0.00% 0	86	
19 to 35												
	1	2	3	4	5	6	7	8	9	10+	TOTAL	
Age Group	51.02% 50	38.78% 38	6.12% 6	3.06% 3	0.00% 0	1.02% 1	0.00% 0	0.00% 0	0.00% 0	0.00% 0	98	
36 to 59												
	1	2	3	4	5	6	7	8	9	10+	TOTAL	
Age Group	20.80% 47	76.99% 174	1.77% 4	0.44% 1	0.00% 0	0.00% 0	0.00% 0	0.00% 0	0.00% 0	0.00% 0	226	
60 and Over												
	1	2	3	4	5	6	7	8	9	10+	TOTAL	
Age Group	40.30% 27	56.72% 38	1.49% 1	1.49% 1	0.00% 0	0.00% 0	0.00% 0	0.00% 0	0.00% 0	0.00% 0	67	

Individuals Represented by Household Responses												
0 to 5							19 to 35					
1	2	3	4	5	6	7	1	2	3	4	5	6
57	19	3	2	1			50	38	6	3	0	1
57	38	9	8	5	117		50	76	18	12	0	6
6 to 12							36-59					
1	2	3	4	5	6	7	1	2	3	4	5	6
65	44	11	0	0	1		47	174	4	1		
65	88	33	0	0	6	192	47	348	12	4		411
13 to 18							60 and over					
1	2	3	4	5	6	7	1	2	3	4	5	6
47	30	8	1				27	38	1	1		
47	60	24	4	135			27	76	3	4		110
Total Persons Represented by Survey Responses= 1127												

## Q2 How many years have you lived in Upper Uwchlan Township? (If you are not a resident, enter 0.)

Answered: 324 Skipped: 0

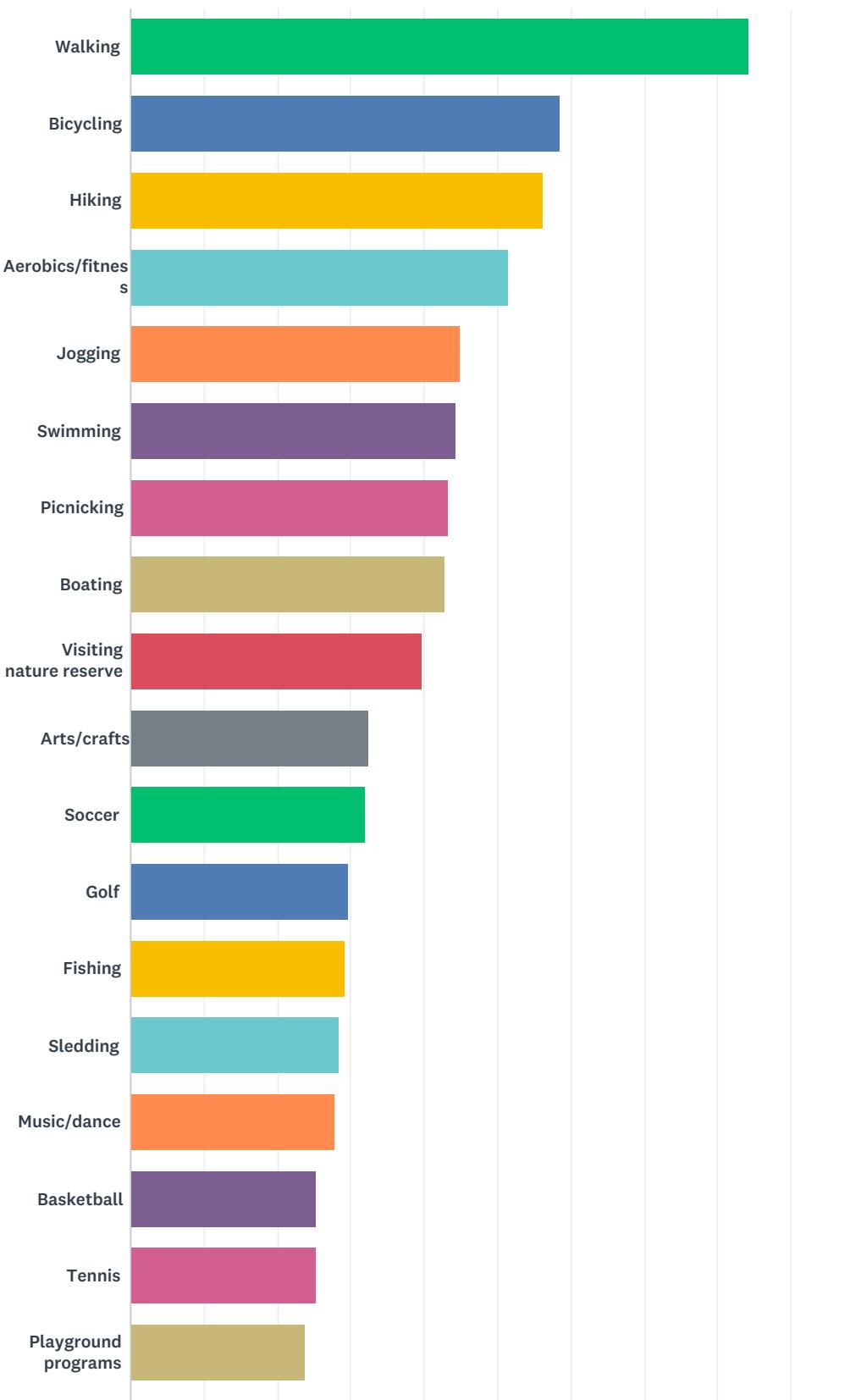


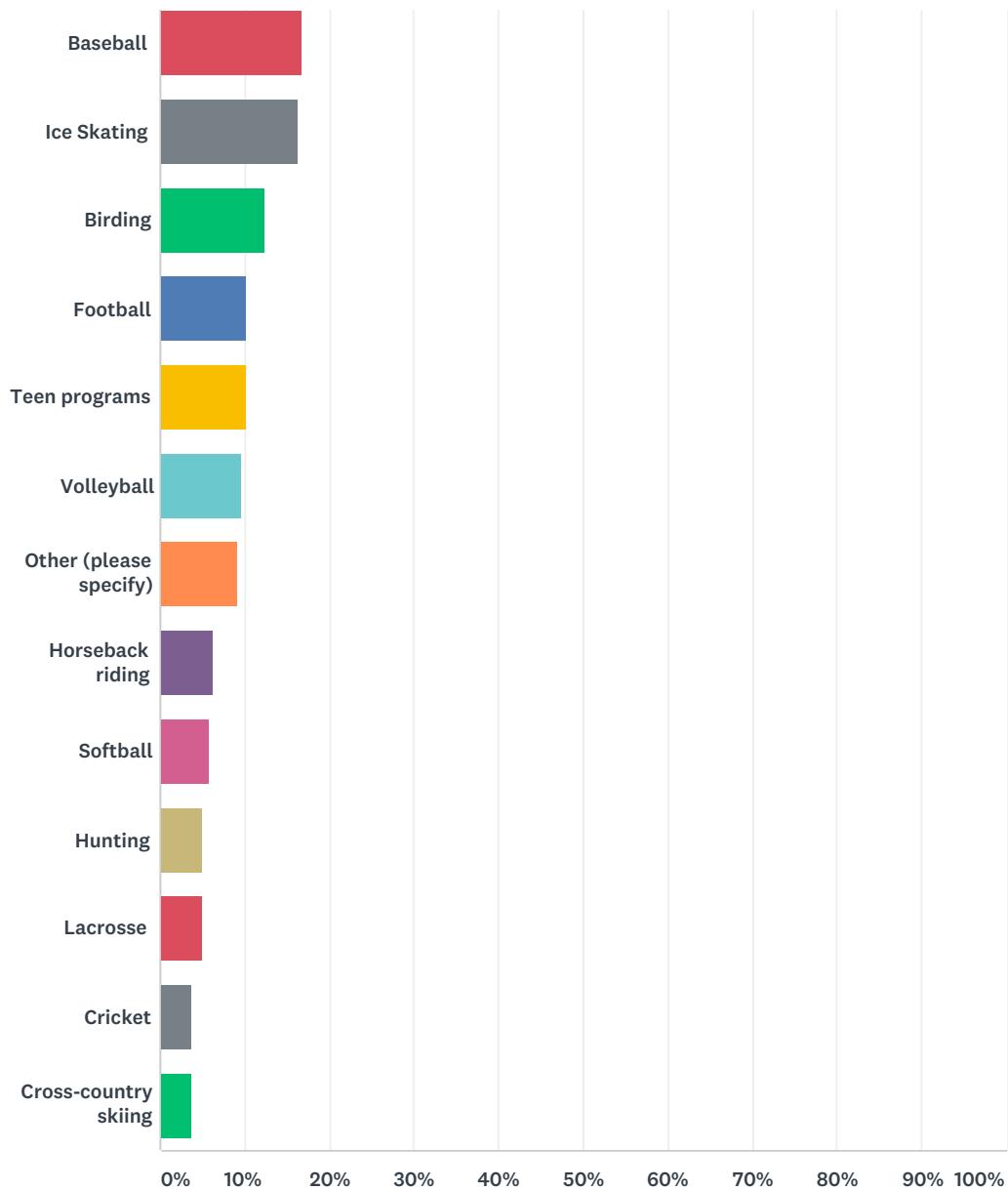
<span style="color: green;">■</span> 0 (or non-resident)	<span style="color: blue;">■</span> 1 - 5 years	<span style="color: yellow;">■</span> 6 - 10 years	<span style="color: cyan;">■</span> 11 - 14 years
<span style="color: orange;">■</span> 16 - 20 years	<span style="color: purple;">■</span> 21 - 25 years	<span style="color: pink;">■</span> 26 - 30 years	<span style="color: brown;">■</span> 31 - 35 years
<span style="color: gray;">■</span> 36 - 40 years			

ANSWER CHOICES	RESPONSES	
0 (or non-resident)	1.5%	5
1 - 5 years	26.5%	86
6 - 10 years	21.6%	70
11 - 14 years	24.1%	78
16 - 20 years	11.1%	36
21 - 25 years	8.0%	26
26 - 30 years	3.7%	12
31 - 35 years	1.5%	5
36 - 40 years	1.2%	4
41 - 45 years	0.6%	2
<b>TOTAL</b>		<b>324</b>

### Q3 Do you or your family currently engage in any of the following recreational activities? Check all appropriate answers.

Answered: 324 Skipped: 0



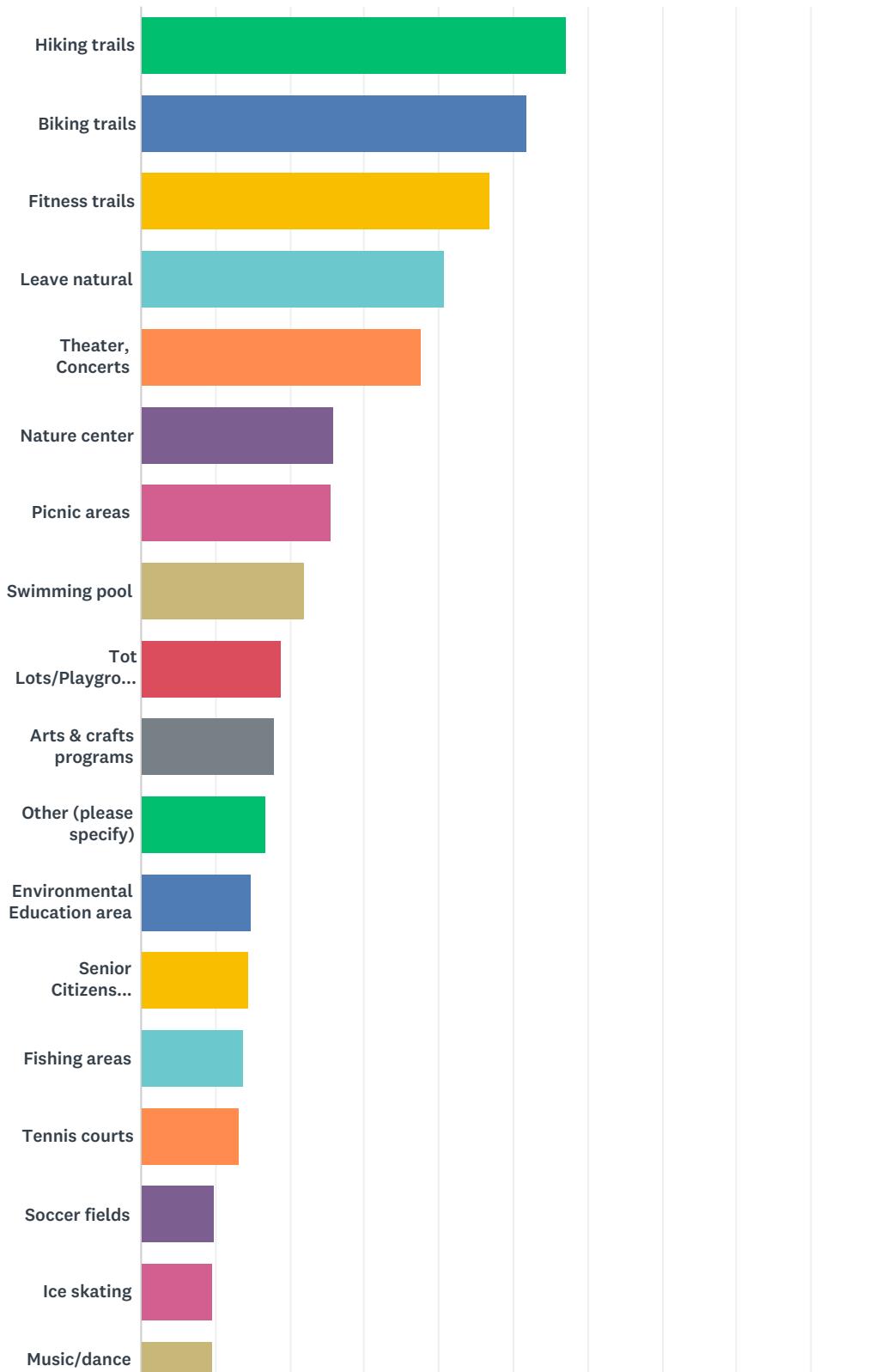


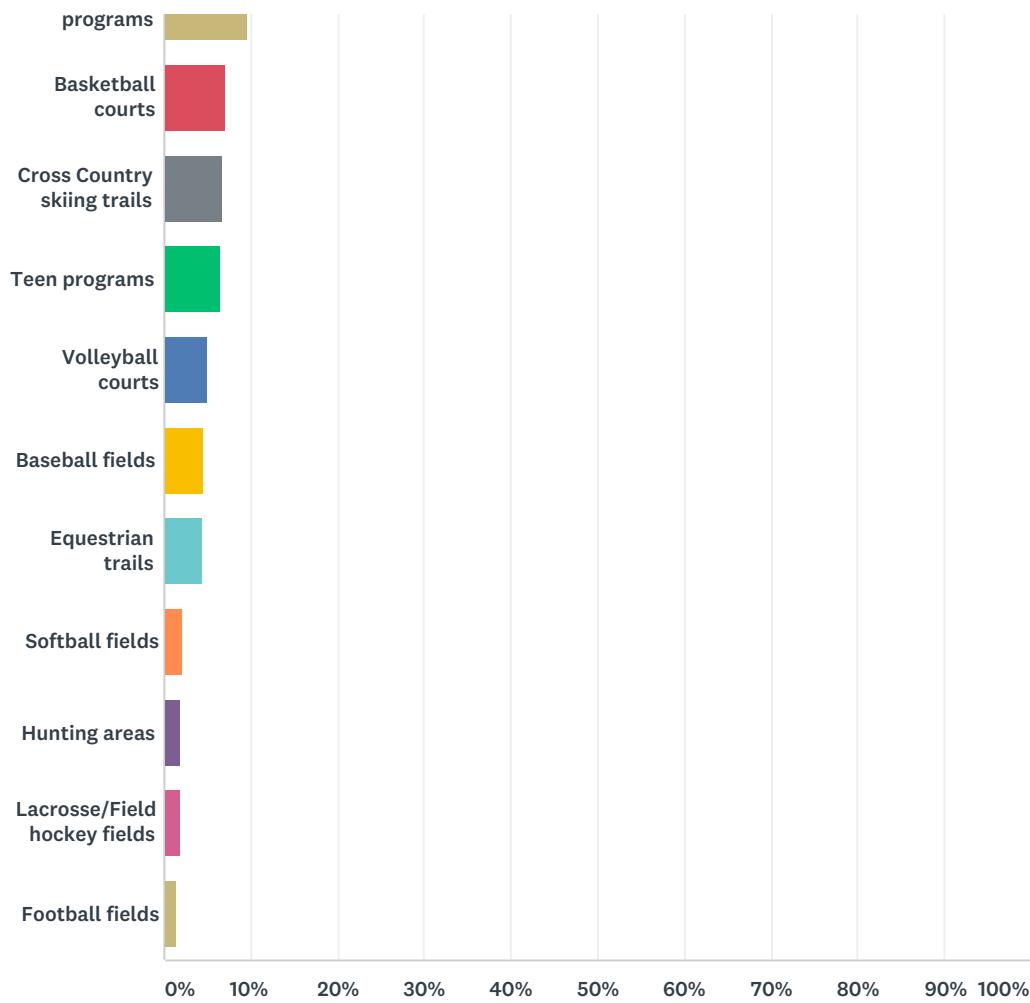
#	OTHER (PLEASE SPECIFY)	DATE
1	squash, weight training	11/20/2018 5:08 PM
2	miniature golf, frisby golf, disc golf, geocaching	11/13/2018 7:58 AM
3	Ultimate frisbee and disc golf	11/9/2018 5:34 PM
4	Bike trail connecting Dowlin Forge trail at bridge to Marsh Creek State Park at Reeds Rd. For safety of walkers and bikers on Creek and Reeds Road	10/27/2018 10:26 AM
5	walkability from home to amenities	10/21/2018 6:27 PM
6	Wind surfing	10/20/2018 7:40 AM
7	Field hockey	10/20/2018 7:25 AM
8	Target shooting	10/19/2018 9:26 PM
9	mountain biking	10/19/2018 7:09 PM
10	Sailing	10/19/2018 1:19 PM
11	kayaks	10/19/2018 11:14 AM

12	Foraging	10/19/2018 9:56 AM
13	Running, field hockey	10/19/2018 9:20 AM
14	Sitting at marsh creek lake in the summer, however, it is so crowded that we did not go at all this year	10/19/2018 8:53 AM
15	Do all activities elsewhere, other than walking	10/18/2018 12:54 PM
16	Paddle boarding	10/17/2018 8:17 PM
17	Kayaking	10/17/2018 4:52 PM
18	Martial arts	10/17/2018 1:43 PM
19	Dog walking	10/17/2018 1:07 PM
20	Dog walks	10/17/2018 11:56 AM
21	Dog parks	10/17/2018 11:50 AM
22	skateboarding	10/17/2018 11:50 AM
23	We need a dog park	10/17/2018 11:19 AM
24	roller hockey	10/6/2018 1:27 PM
25	Sidewalk connectivity is desired and needed between Twin Pines, ivy stone, Lake Ridge, and hunters Ridge. Children and walkers are constantly crossing Moore Road, which as you know is very dangerous as cars go by quite often over the speed limit. In addition to connecting the four neighborhoods together, extending the trail paths from these neighborhoods to the Hickory Park and Eagleview sidewalk system would also keep children off the busy roads. This would connect These four neighborhoods, and surrounding neighborhoods outside of these four neighborhoods, to Hickory Park, the village of eagle, Marsh creek state park, Eagleview and the Struble Trail.	10/6/2018 7:40 AM
26	mountain bike riding,	10/4/2018 8:12 AM
27	Martial arts	10/2/2018 8:55 PM
28	Chess	10/2/2018 7:07 PM
29	Gymnastics, martial arts	10/2/2018 6:35 PM
30	Kayaking and canoeing	10/2/2018 11:46 AM

**Q4 Please check the FIVE items below that would most increase your family's satisfaction with parks/recreation in Upper Uwchlan Township if such facilities, activities, or programs were added or expanded:**

Answered: 324    Skipped: 0





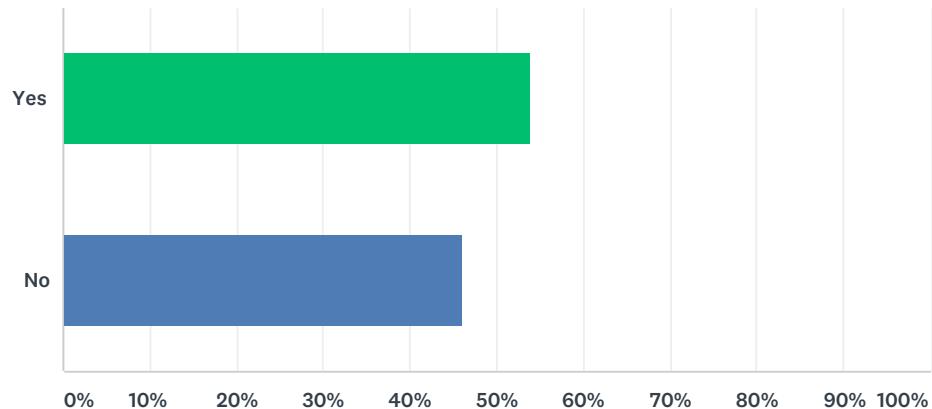
#	OTHER (PLEASE SPECIFY)	DATE
1	Walking Trails to all Businesses, Swim Lessons for kids	12/6/2018 2:18 PM
2	open space	12/6/2018 1:58 PM
3	A swimming pool or club house would be great for those of us whose neighborhood does not have any amenities. Marsh Creek's parking is a mess and the Y's pool is too packed. We would use a community pool a lot. Also, it would be nice if it had bathrooms. Or, if would be nice if neighborhoods (Byers Station and Reserve at Eagle, etc.) would allow nearby homeowners use of their pools. A flatter running path would be great as well.	11/13/2018 7:58 AM
4	Fountain	11/12/2018 12:58 PM
5	Ultimate frisbee and disc golf course needed	11/9/2018 5:34 PM
6	Safe paths to get to recreation areas; roller blade path	11/1/2018 8:19 PM
7	Provide better soccer fields or even more turf fields to support recreational soccer leagues in the area.	11/1/2018 8:07 AM
8	more trails -biking, walking, hiking	10/22/2018 4:58 PM
9	more benches at Upland farm park along trail and not the metal benches	10/22/2018 2:26 PM
10	Pickle ball courts	10/22/2018 8:28 AM
11	Trail expansion and maintenance	10/20/2018 10:26 AM
12	Shooting range/skeet shooting	10/19/2018 9:26 PM
13	mountain biking trails	10/19/2018 7:09 PM

14	Dog Park, Dog Park, Dog Park!	10/19/2018 12:35 PM
15	Connect walking trail to Windsor Ridge	10/19/2018 11:46 AM
16	Disc Golf	10/19/2018 11:45 AM
17	Leave it all alone. No more building, clearing	10/19/2018 9:48 AM
18	A community center for teens to hang out	10/19/2018 9:39 AM
19	Party rental space	10/19/2018 8:58 AM
20	Walking trails	10/18/2018 10:09 PM
21	safe walking path along Font Rd to trail in the Reserve	10/18/2018 8:54 PM
22	N/A	10/18/2018 2:33 PM
23	DOG PARK!!!!	10/18/2018 12:54 PM
24	seating along the lake	10/18/2018 7:26 AM
25	a dedicated path from MC State Park out to Hickory Park	10/18/2018 5:11 AM
26	Minimize facilities to keep cost and taxes down. Housing already has most needed facilities paid by community fees.	10/18/2018 4:28 AM
27	Dog parks	10/17/2018 9:45 PM
28	Preserve natural land and trees	10/17/2018 8:43 PM
29	Connect existing trails to Windsor Ridge	10/17/2018 8:30 PM
30	Please connect Windsor Ridge to walking trails on Fellowship Rd.	10/17/2018 7:44 PM
31	Dog parks	10/17/2018 3:56 PM
32	badminton court	10/17/2018 2:01 PM
33	Aquatic center with year round swimming. Focus on swim instruction and swim teams	10/17/2018 1:57 PM
34	fenced in dog park	10/17/2018 1:07 PM
35	Cricket	10/17/2018 12:05 PM
36	Dog park	10/17/2018 11:56 AM
37	Cricket Fields	10/17/2018 11:52 AM
38	Dog park and more sidewalks to increase accessibility form Windsor Ridge to Fellowship field and trail along Fellowship road and 100.	10/17/2018 11:50 AM
39	Skatepark	10/17/2018 11:50 AM
40	turf fields that are independent of weather	10/17/2018 11:45 AM
41	Sidewalks on all streets ! Make the town a 100% (or nearly 100%) walkable town	10/17/2018 11:26 AM
42	I would like to see a couple of more baseball fields built at hickory park to allow for increased availability. The fields can be smaller in dimension to accommodate a younger age group. Also, there is an old baseball field that is no longer used, maybe convert that to a cricket field	10/17/2018 11:23 AM
43	Dog park	10/17/2018 11:19 AM
44	Dog Park	10/17/2018 11:14 AM
45	Unpaved Running Trails like grass, dirt, or mulch	10/10/2018 9:40 PM
46	Sidewalk to town from Windsor Ridge	10/10/2018 1:17 PM
47	Increases the grass sitting area near the snack bar at marsh creek lake	10/10/2018 10:06 AM
48	Splash pad	10/10/2018 9:51 AM
49	Walking/biking trails safely connecting all areas of the township; outdoor roller hockey rink	10/6/2018 1:27 PM

50	Sidewalk connectivity is desired and needed between Twin Pines, ivy stone, Lake Ridge, and hunters Ridge. Children and walkers are constantly crossing Moore Road, which as you know is very dangerous as cars go by quite often over the speed limit. In addition to connecting the four neighborhoods together, extending the trail paths from these neighborhoods to the Hickory Park and Eagleview sidewalk system would also keep children off the busy roads. This would connect These four neighborhoods, and surrounding neighborhoods outside of these four neighborhoods, to Hickory Park, the village of eagle, Marsh creek state park, Eagleview and the Struble Trail.	10/6/2018 7:40 AM
51	It would be great if we could get rid of the smell of sewage whenever it is rainy	10/5/2018 10:44 AM
52	Splash pad	10/2/2018 6:35 PM
53	Splash pad/park	10/2/2018 2:59 PM
54	#1 by FAR- waking path from hickory Park to Marsh Creek State Park	10/2/2018 11:46 AM

## Q5 Does Upper Uwchlan Township currently have adequate Parks/Recreational facilities?

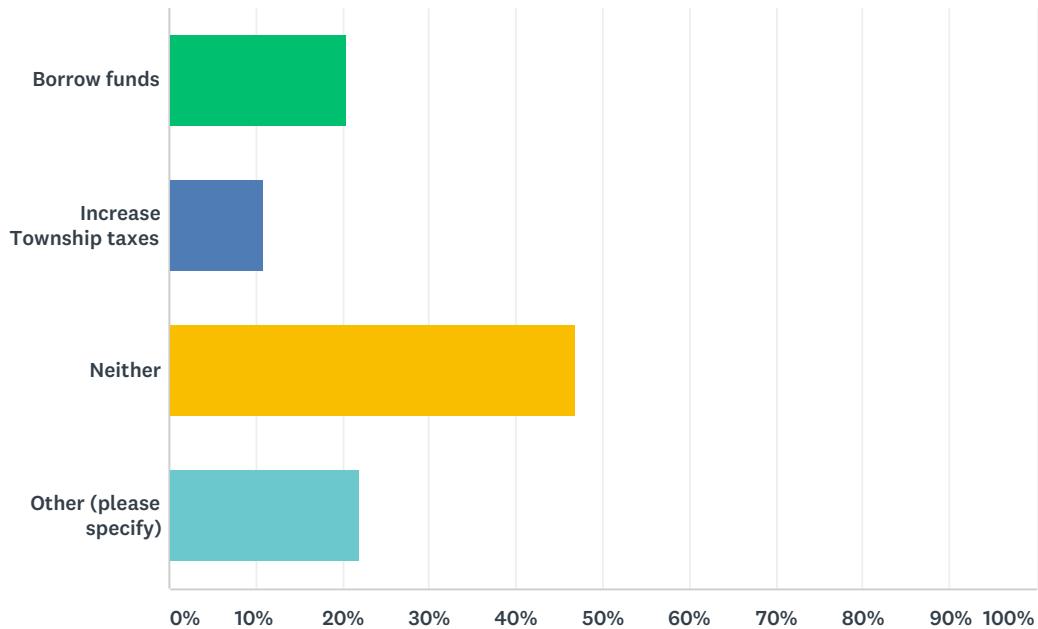
Answered: 324 Skipped: 0



ANSWER CHOICES	RESPONSES	
Yes	54.01%	175
No	45.99%	149
TOTAL		324

## Q6 If you believe additional Parks/Recreational facilities are needed, how should they be funded?

Answered: 297 Skipped: 27



ANSWER CHOICES	RESPONSES
Borrow funds	20.54%
Increase Township taxes	10.77%
Neither	46.80%
Other (please specify)	21.89%
<b>TOTAL</b>	<b>297</b>

#	OTHER (PLEASE SPECIFY)	DATE
1	Fund raisers	12/28/2018 12:21 PM
2	Tax the pipeline	12/6/2018 6:11 PM
3	Grants	12/6/2018 2:18 PM
4	don't	12/6/2018 1:58 PM
5	grants, fund raising events	11/20/2018 5:08 PM
6	All of the above, in addition to grant writing, fundraising, reducing expenditures in others areas	11/16/2018 11:29 PM
7	The Upland "Park" and the "Park" at the corner of Rt. 100 and Park are such a disappointment. There's nothing to do there (except for the walking path (and it's just too close to the road)). Just convert them into something useful (a community pool or basketball court, frisby golf course or a walking path away from the road, etc.).	11/13/2018 7:58 AM
8	Charge all the new developers who destroy the township lands	11/9/2018 5:34 PM
9	Not sure, but do not want to increase taxes. Grant?	11/2/2018 8:35 AM
10	Fee to use the facility for the start then once the fund are full reduce the access fees.	11/1/2018 9:56 PM

11	some kind of funding/grant	10/23/2018 9:40 AM
12	introduce private company	10/23/2018 7:54 AM
13	ask the residents for tax deductible donations to specific projects	10/22/2018 2:26 PM
14	Need more information about existing park expenditures to make a constructive response	10/21/2018 8:12 PM
15	More traffic tickets	10/20/2018 5:21 PM
16	Budget projects	10/20/2018 7:40 AM
17	Require developers to contribute towards parks and facilities for the right to build!	10/19/2018 9:26 PM
18	Apply a fee to all new residential construction to benefit recreational and green space	10/19/2018 5:58 PM
19	grants or nothing at all.	10/19/2018 2:44 PM
20	fundraisers	10/19/2018 1:59 PM
21	Usage fees	10/19/2018 1:19 PM
22	Not quite sure, maybe some donations from local businesses	10/19/2018 11:45 AM
23	Better allocation of current tax revenue	10/19/2018 11:14 AM
24	Stop building useless parks by the police station and sell the motorcycles	10/19/2018 11:03 AM
25	Have the builders of the new homes contribute	10/19/2018 10:58 AM
26	Preserve and increase open space, whatever happened to the old "SOS(save open space) campaign and the money collected. Maybe another issue but increase land use and small farming tax incentives to preserve land—we are over developing!	10/19/2018 9:56 AM
27	Township has surplus, right? If not then borrow.	10/19/2018 9:55 AM
28	Business donations	10/19/2018 9:39 AM
29	Grants or other government programs	10/19/2018 9:17 AM
30	Charge builders overpopulating the township; "park" by twp bldg is useless and a waste of money	10/18/2018 8:54 PM
31	Fundraisers	10/18/2018 7:57 PM
32	I don't know the appropriate funding source	10/18/2018 4:17 PM
33	Private fundraising and shared "common area" among local businesses and housing communities	10/18/2018 2:33 PM
34	State and federal and private grants.	10/18/2018 9:01 AM
35	Park facilities are very adequate, no more funding is needed.	10/18/2018 8:46 AM
36	By new developments	10/18/2018 7:17 AM
37	Admission fees, purchase memberships	10/18/2018 5:37 AM
38	Small fee to admit	10/18/2018 5:36 AM
39	Government funded	10/18/2018 5:16 AM
40	No increases in taxes. Borrowing increases taxes. Someone in the township must pay. It is not free!	10/18/2018 4:28 AM
41	Search for grants	10/17/2018 9:45 PM
42	Optimize spending. Sitting area by Pickering valley was waste of money.	10/17/2018 9:21 PM
43	use fees	10/17/2018 7:53 PM
44	Fundraising	10/17/2018 7:36 PM
45	hoa	10/17/2018 5:27 PM
46	Small fees could be assessed	10/17/2018 2:26 PM
47	Reduce costs in other areas to fund new facilities	10/17/2018 1:57 PM
48	Fundraise / Grant writing	10/17/2018 1:18 PM
49	Fundraising	10/17/2018 1:14 PM

50	Check effectiveness of other programs and use unused/under utilized funds	10/17/2018 12:46 PM
51	Sponsorship	10/17/2018 11:50 AM
52	Community donations/frstivals	10/17/2018 11:23 AM
53	Sponsored programs, increase in local business, state n fed grants	10/17/2018 11:19 AM
54	Fundraising campaign specific to goal	10/17/2018 11:16 AM
55	Apply for grants	10/10/2018 11:21 AM
56	Cut out other things	10/10/2018 10:57 AM
57	have new development builders contribute to pay for this along with adequate roads	10/10/2018 9:49 AM
58	I do believe the taxes from the over-development is enough to pay for some of this type of community resource	10/9/2018 8:11 AM
59	Funds from the pipeline companies; from the township construction and pipeline payments; existing income from new construction	10/6/2018 1:27 PM
60	Fundraising	10/4/2018 7:29 PM
61	request donations and non borrow funds from the state from open spaces	10/4/2018 8:12 AM
62	Use some of the surplus in the budget; have events to help fund parks.	10/2/2018 12:29 PM
63	State Grants	10/2/2018 11:46 AM
64	Designate portion of taxes towards Open space	10/2/2018 10:27 AM
65	Use the current funds and current taxes. NO need to raise taxes. Population increase is through the roof so that means the township is collecting more and more taxes each year.	10/2/2018 9:52 AM

# Community Trails Map

Upper Uwchlan Township  
Chester County, Pennsylvania



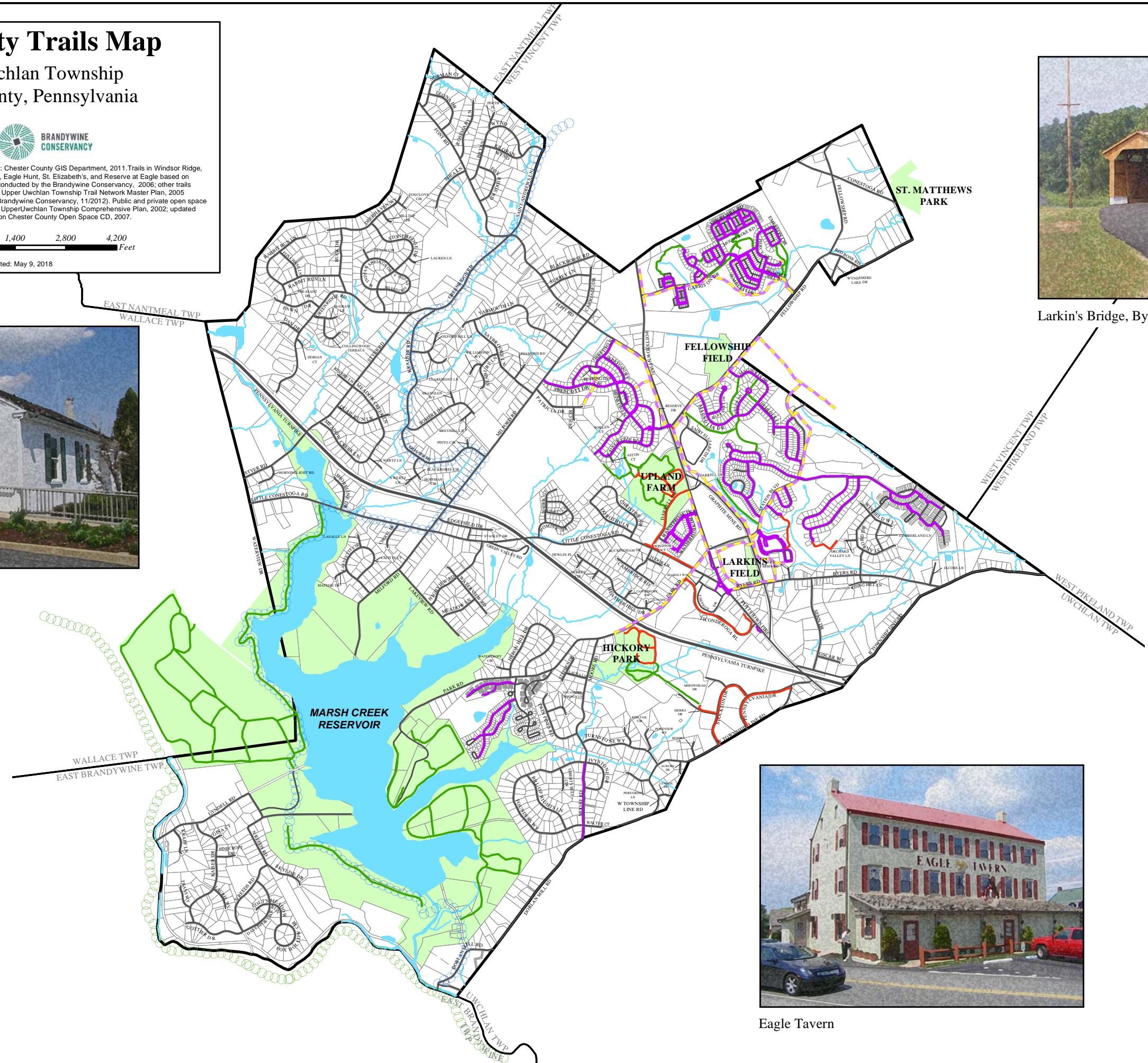
Data Sources: Chester County GIS Department, 2011. Trails in Windsor Ridge, Byers Station, Eagle Hunt, St. Elizabeth's, and Reserve at Eagle based on GPS survey conducted by the Brandywine Conservancy, 2006; other trails digitized from Upper Uwchlan Township Trail Network Master Plan, 2005 (updated by Brandywine Conservancy, 11/2012). Public and private open space features from Upper Uwchlan Township Comprehensive Plan, 2002; updated 12/07 based on Chester County Open Space CD, 2007.

1,400 0 1,400 2,800 4,200 Feet

Map Plotted: May 9, 2018



Eagle Schoolhouse



Larkin's Bridge, Byers Station



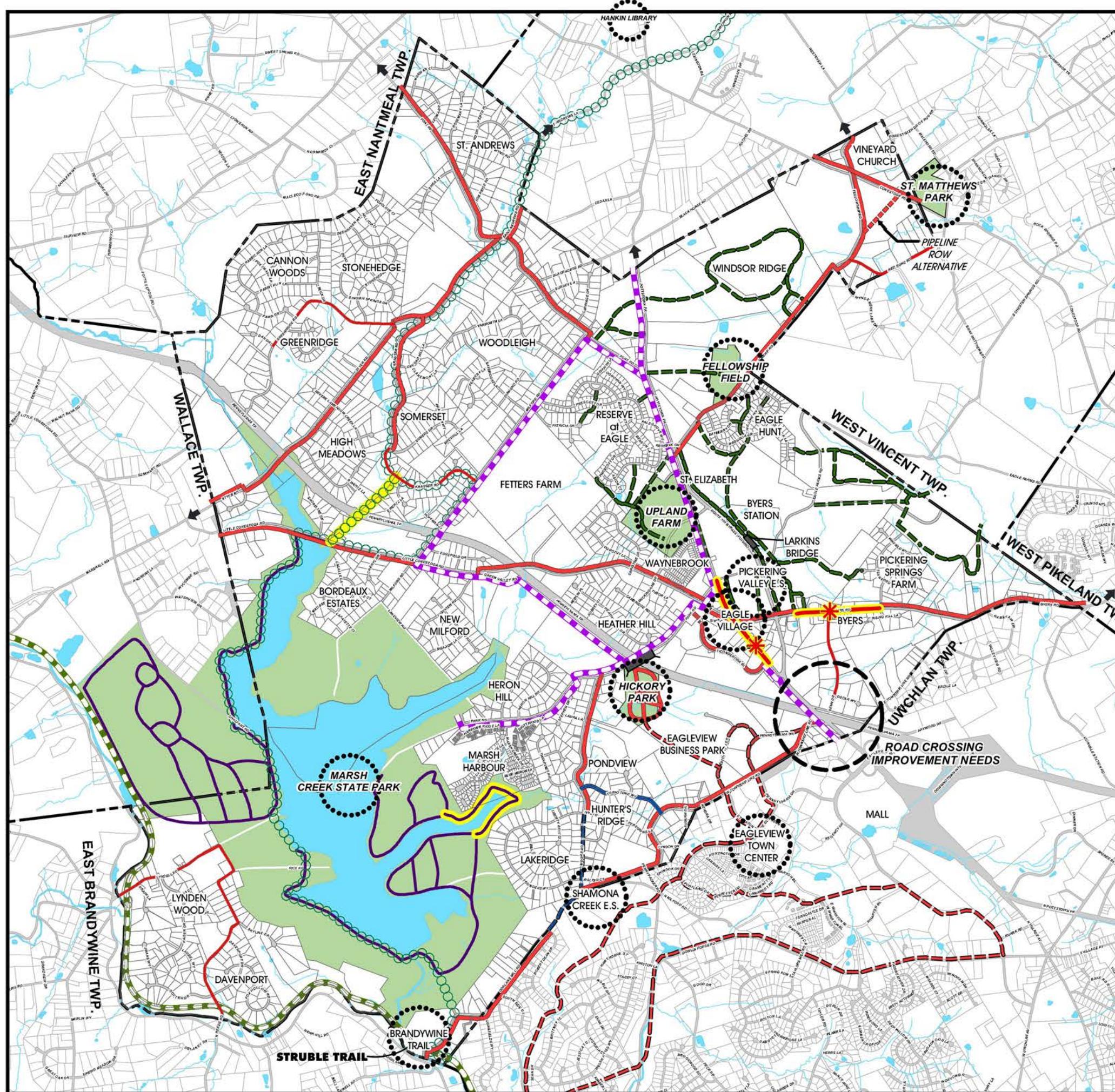
Eagle Tavern

## Legend

- Roads
- Streams
- Water Bodies
- Parks
- Tax Parcels
- Township Boundaries

## Community Trails

- Yellow dashed lines: Multi-Use (6-10' asphalt trail) - to be dedicated to the Township
- Red solid lines: Sidepath (4-6' paved trail) - to be dedicated to the Township
- Purple solid lines: Sidewalk
- Green solid lines: Hiking / Equestrian
- Blue dashed lines: Brandywine Trail
- Green dashed lines: PA Bike Route L



## LEGEND

#### VILLAGE STREETSCAPE PROJECTS (see text)

## TOWNSHIP TRAILS

- MULTI-USE (8' min asphalt trail)
- SIDEPATHS (6' min asphalt trail)
- SIDEWALKS
- SIGNED WALKING STREET
- BRANDYWINE TRAIL EXTENSION (blazed dirt path)
- MARSH CREEK TRAIL EXTENSION (boardwalk)

## EXISTING TRAILS

- STRUBLE TRAIL (REGIONAL)
- BRANDYWINE TRAIL (REGIONAL)
- SIDEWALKS
- DEVELOPMENT/NEIGHBORHOOD TRAILS
- EAGLEVIEW TRAIL SYSTEM
- HIKING
- DESTINATIONS
- CONNECTION TO ADJACENT COMMUNITIES
- PROPOSED LOCATIONS FOR PEDESTRIAN BRIDGES

1 inch equals 0.5 miles



# UPPER UWCHLAN TOWNSHIP COMMUNITY TRAIL MASTER PLAN

## PEDESTRIAN TRAILS

Date: 8/14/

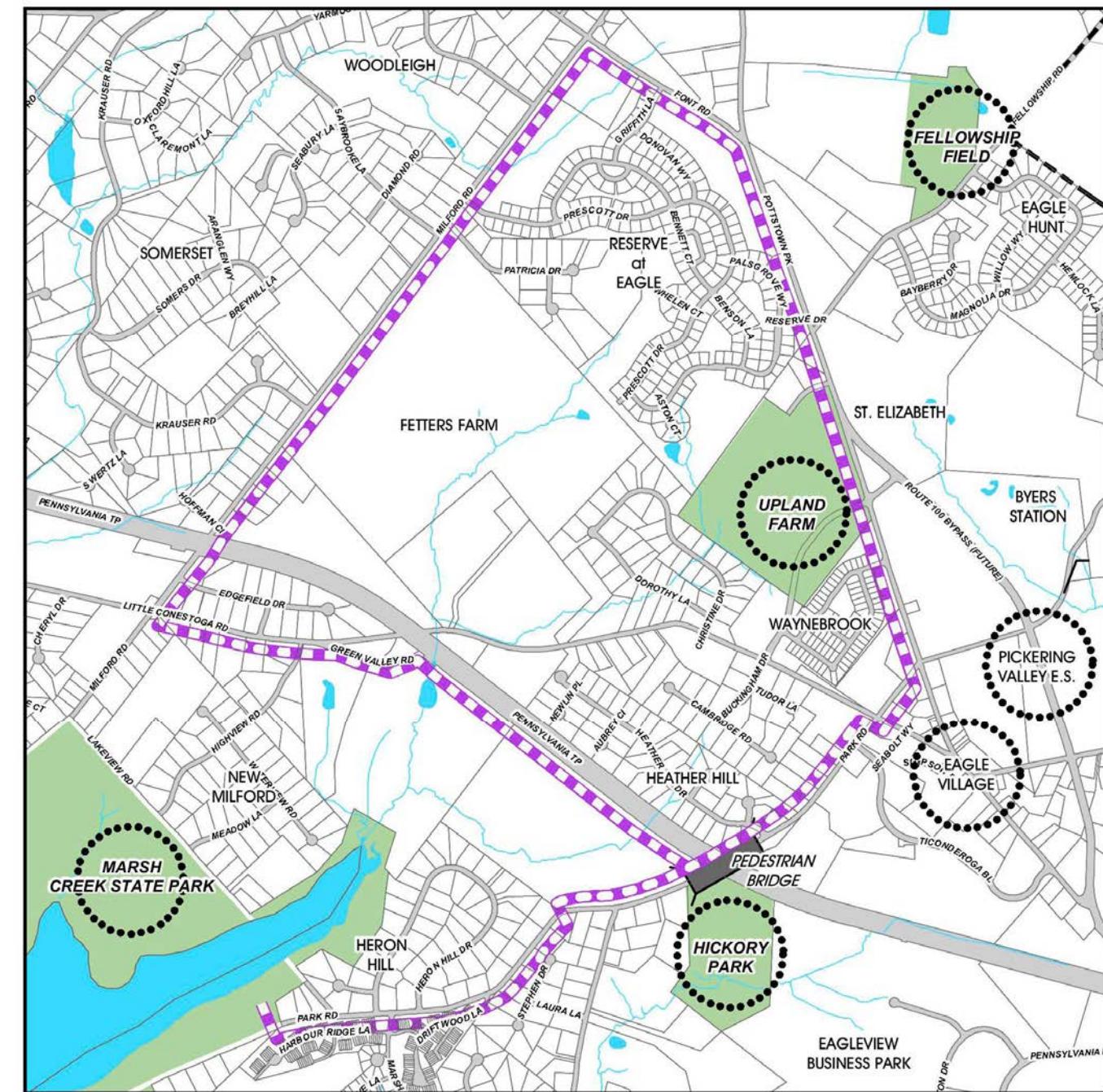
Map # 1

Drawn by : TMB

**RAY OTT & ASSOCIATES**  
17 SOUTH CHURCH STREET  
WEST CHESTER, PA 19382

Campbell Thomas & Co. Architects  
1504 South Street  
Philadelphia PA 19146-1636

<b>PHASE 1: CONSTRUCTION COST ESTIMATE: CENTRAL LOOP MULTI-USE TRAIL</b>				
Cost Parameters	Cost/SY	Cost/LF	Per Unit	Cost/SF
- 8' asphalt trail, complete	\$20	\$17.78		
- 4' shoulders, grading & landscape allowance	\$5	\$4.44		
- road crossings			\$1,000	
- right-of-way acquisition allowance				\$2
	\$25	\$22.22		
<b>PROJECT COST</b>				
			<b>Road Crossings</b>	
Multi-use Trails	LF	Cost/LF	Cost Factor [1]	Trail Sub-total
				Road Crossings Cost Other Costs [2] Total
Park Road (existing benching)	3,735	\$22.22	1	\$83,000 2 \$2,000 \$800,000 \$885,000
Park Road (no existing benching)	6,365	\$22.22	2	\$282,889 2 \$2,000 \$284,889
Pottstown Pike (existing benching)	4,466	\$22.22	1	\$99,244 4 \$4,000 \$99,244
Pottstown Pike (no existing benching)	1,039	\$22.22	2	\$46,178
Milford Road (existing benching)	6,370	\$22.22	1	\$141,556
Milford Road (no existing benching)	845	\$22.22	2	\$37,552
Milford Road ROW expansion est. 2815 l.f. [3]				\$56,300
Font Road (existing benching)	1,909	\$22.22	1	\$42,422
Font Road ROW expansion est. 657 l.f. [3]				\$13,140
Little Conestoga Road (existing benching)	1,531	\$22.22	1	\$34,022
Little Conestoga Road (no existing benching)	167	\$22.22	2	\$7,422
Green Valley Road	760	\$22.22	1	\$16,889
Frame Property crossing	1,510	\$22.22	1	\$33,556
Shea Property crossing	2,438	\$22.22	1	\$54,178
<b>TOTAL PROJECT COSTS</b>	31,135	linear feet		<b>\$1,753,347</b>
		5.9 miles		
[1] Cost factor of 2 applied to road segments with grading and clearing issues				
[2] Pedestrian bridge at Tumpike				
[3] Right-of-way estimated when existing ROW of 33', 10' additional is needed to accommodate multi-use trail.				
Total				<b>\$1,753,347</b>
Design & Engineering			10%	<b>\$175,335</b>
Contingency			10%	<b>\$175,335</b>
<b>TOTAL CONSTRUCTION COSTS</b>				<b>\$2,104,017</b>
<b>PROJECT FUNDING</b>				
<b>GRANTS</b>				
Transportation Enhancement Funds for bridge (2002)				\$608,000
Transportation Enhancement Funds for trail (2004)				\$400,000
Chester County Round XII, (2001)				\$250,000
<b>Total Grants</b>				<b>\$1,258,000</b>
<b>PRIVATE DEVELOPMENT PROJECTS</b>	LF	Cost/LF		
Reserve at Eagle 6' asphalt trail along Rt. 100 (Toll Brothers)	1,985	\$15.00	adjusted for 6' trail	\$29,775
Waynebrook 6' asphalt trail along Rt. 100 (Cutler Group)	934	\$15.00	adjusted for 6' trail	\$14,010
Frame Property -- negotiate with land development approval	1,510	\$22.22		\$33,556
Shea Property -- negotiate with land development approval	2,438	\$22.22		\$54,178
<b>Total Value of Private Projects</b>				<b>\$131,518</b>
<b>ADDITIONAL FUNDING NEEDS</b>				<b>\$714,498</b>





# UPPER UWCHLAN TOWNSHIP

## MEMORANDUM

### ADMINISTRATION

**TO:** **Board of Supervisors**

**FROM:** **Cary B. Vargo**  
**Township Manager**

**RE:** **Managers Report**

**DATE:** **April 5, 2019**

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1. **Township Building Re-Location** – Township staff have been making good progress packing in preparation for the move to 415 Eagleview Boulevard, Suite 116 (Non-uniformed administration). The Police Department is moving to 520 Milford Road on Wednesday, April 10, 2019 and will begin normal operations at that location on that same date. The Township offices will close at 3:00 PM on Thursday, April 11, 2019 for the re-location of IT infrastructure. Township offices will remain closed on Friday, April 12 for the re-location. Normal business hours will resume on Monday, April 15, 2019 at 8:00 AM. The moves have been communicated via various media to include the Townships website, social media sites, utility bills, and direct mailings.
2. **Park Road Trail Project – Phase IV** – Clearing and grubbing is scheduled to begin on Monday, March 11, 2019. Project inspectors have established an office at Hickory park and will occupy that space until the project is completed. Residents and motorists will soon see significant construction activity. The Township will continue to actively communicate news items specific to this project using the website and social media. This project is expected to be completed by October 31, 2019.
  - a. **Update April 5, 2019** – Clearing and grubbing has been completed. Seven utility poles have been re-located; re-location of the actual utility lines is pending. Crews are now installing a new stormwater management system on the south side of the project to include stormwater inlets and associated infrastructure.

3. **Milford Road Bridge Replacement** – Milford Road was closed, and the posted detour implemented on Monday, March 4, 2019 as advertised and scheduled. The contractor has mobilized, and demolition of the bridge has begun.
  - a. **Update April 5, 2019** – The steel superstructure of the bridge has been removed and crews are now working to remove the concrete bridge abutments.
4. **Sunderland Avenue Roadway Extension** – Construction on the Sunderland Avenue roadway extension has started with tree clearing and the placement of construction entrances on both the Upper Uwchlan and West Vincent sides of the project. The BOS and the public will be updated as Toll's contractor makes progress.
  - a. **March 8, 2019** – After a winter weather hiatus, activity on this project has begun again. Construction of this roadway connection is scheduled to be complete this construction season.
5. **Upland Farms Barn** – Propane heaters have been installed inside of the barn and are operational. Archer Buchanan is currently completing the construction plans in their entirety. The Township expects to receive and review the completed plans no later than April 15, 2019. Upon review of the plans and the updated cost estimate, a capital project recommendation will come in front of the BOS.
  - a. **Update April 5, 2019** – Archer Buchanan has confirmed that the Township will see revised plans by April 15. Next steps will include prioritization of improvements and cost estimating.
6. **Municipal Solid Waste & Recycling Collection Contract** – The contract for these services has been advertised as required by Second Class Township Code. A pre-bid meeting has been scheduled for Monday, March 11 and bids are due Monday, April 1, 2019. The new contract is scheduled to begin on August 1, 2019. No service changes are being recommended or expected.
  - a. **Update April 5, 2019** – See attached memorandum. Bid results will be reviewed at your upcoming work session scheduled for April 9, 2019.
7. **Pottstown Pike Mill and Overlay** – Pottstown Pike, from Welsh Pool Road to just south of Garrison Drive (Windsor Ridge) is on PennDot's schedule for a mill and overlay in 2019. I do not have specifics on the timing of the project. When notified,

the Township will communicate the work to our residents using the website and social media.

8. **Verizon Franchise Fee Negotiations** – The Township is participating in a cooperative effort with other Chester County municipalities using the Cohen Group as the lead negotiator. There are twenty-six (26) municipalities that have expressed an interest in participating with fourteen (14) approving and signing engagement letters to date. Negotiations are expected to begin shortly. I have also asked the Cohen Group to provide a proposal to lead a collaborative effort specific to Comcast negotiations. I will update the Board on progress specific to both agreements as it is made.
9. **Township Building Expansion** – Please see the attached bid tabulation. The project team (architect and project managers), are currently reviewing the bids and the schedule of values from a number of contractors. This total low bid is \$4,338,851, including allowances. This is well over the 75% estimate received in January of this year. A detailed memorandum and recommendation will be forthcoming. No action is requested on Tuesday, discussion purposes only.
  - a. **Update April 5, 2019** – See attached memorandum.

**Attachments:**

Township Building Expansion/Renovation Bid Tabulation  
Construction Materials Testing Bid Results/Award  
Solid Waste & Recycling Bid Results

**Upcoming Items for Your Consideration:**

Township Building Expansion/Renovation Bid Results/Project Award  
Construction Materials Testing Bid Results/Award  
Solid Waste & Recycling Bid Results/Award



April 3, 2019

Cary Vargo, Township Manager  
Upper Uwchlan Township  
140 Pottstown Pike  
Chester Springs, PA 19425

Re:         Additions and Renovations to Township Building  
Review of Bid Results

Dear Mr. Vargo,

I have reviewed the bids received on March 6, 2019 and April 2, 2019 in response to the Invitation to Bid for the Additions and Renovations to Upper Uwchlan Township Building Project.

A total of twenty-six bids were received across five prime contracts. Based on my review, bids submitted by all recommended bidders appear to be substantially complete. While the combined bids do exceed the estimated project budget by approximately 8%, we do believe, after careful review, that the bids represent fair value in the current competitive market. Please see the attached bid tabulation for additional information and itemized bid results.

Upon review of the bids, it is my recommendation that bids be awarded as follows:

	<u>Recommended Contractor</u>	<u>Contract Amount</u>
General Construction Bid .....	Gordon H. Baver, Inc .....	\$ 2,696,225
Mechanical Construction .....	Clipper Pipe Service, Inc .....	\$ 567,000
Plumbing Construction .....	GM Mechanical, Inc .....	\$ 158,500
Electrical Construction.....	Wescott Electric .....	\$ 460,000
Fire Protection Construction.....	Accelerated Fire Protection .....	\$ 132,126
<b>Total, all contracts .....</b>		<b>\$ 4,013,851</b>

Feel free to contact me with any questions, or if further information is needed.

Sincerely,

Theodore L. Vedock, AIA, Principal

Theodore L. Vedock, AIA

25 East Grant Street, Suite 102 | Lancaster, PA 17602 | 717•393•3713 | [www.HAMMELARCH.com](http://www.HAMMELARCH.com)

## Upper Uwchlan Township Bid Tabulation

April 2, 2019

### General Construction Contract

Gordon H. Baver	\$2,696,225
Hollenbach Construction	\$2,922,700
Uhrig Construction	\$2,970,700
Caldwell, Heckles and Egan	\$2,977,525
Sha-Nic, Inc	\$3,166,433

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### **Mechanical Contract**

Clipper Pipe Service, Inc.	\$567,000
Five Star, Inc.	\$649,000
Shannon A. Smith, Inc	\$677,975
Myco Mechanical, Inc.	\$703,000
Garden Spot Mechanical, Inc.	\$734,000
GEM Mechanical Services	\$771,000

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### **Plumbing Contract**

GM Mechanical, Inc.	\$158,500
Hirschberg Mechanical	\$207,000
Myco Mechanical, Inc.	\$297,000
Garden Spot Mechanical, Inc.	\$300,000
Vision Mechanical	\$299,644
Five Star, Inc.	\$314,600

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### **Electrical Contract (Rebid)**

AJM Electric	\$465,000
BSI	\$590,000
Cedar Electric, Inc.	\$524,000
Shannon A. Smith, Inc.	\$552,500
Trefz Mechanical, Inc.	\$574,178
Wescott Electric	\$460,000

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### **Fire Protection Contract**

Accelerated Fire Protection, Inc.	\$132,126
Guy M. Cooper Inc.	\$170,000
ABJ Sprinkler Co., Inc.	\$211,700

# UPPER UWCHLAN ADMIN & POLICE DEPT RENOVATION


140 POTTSTOWN PIKE,  
CHESTER SPRINGS, PA 19425

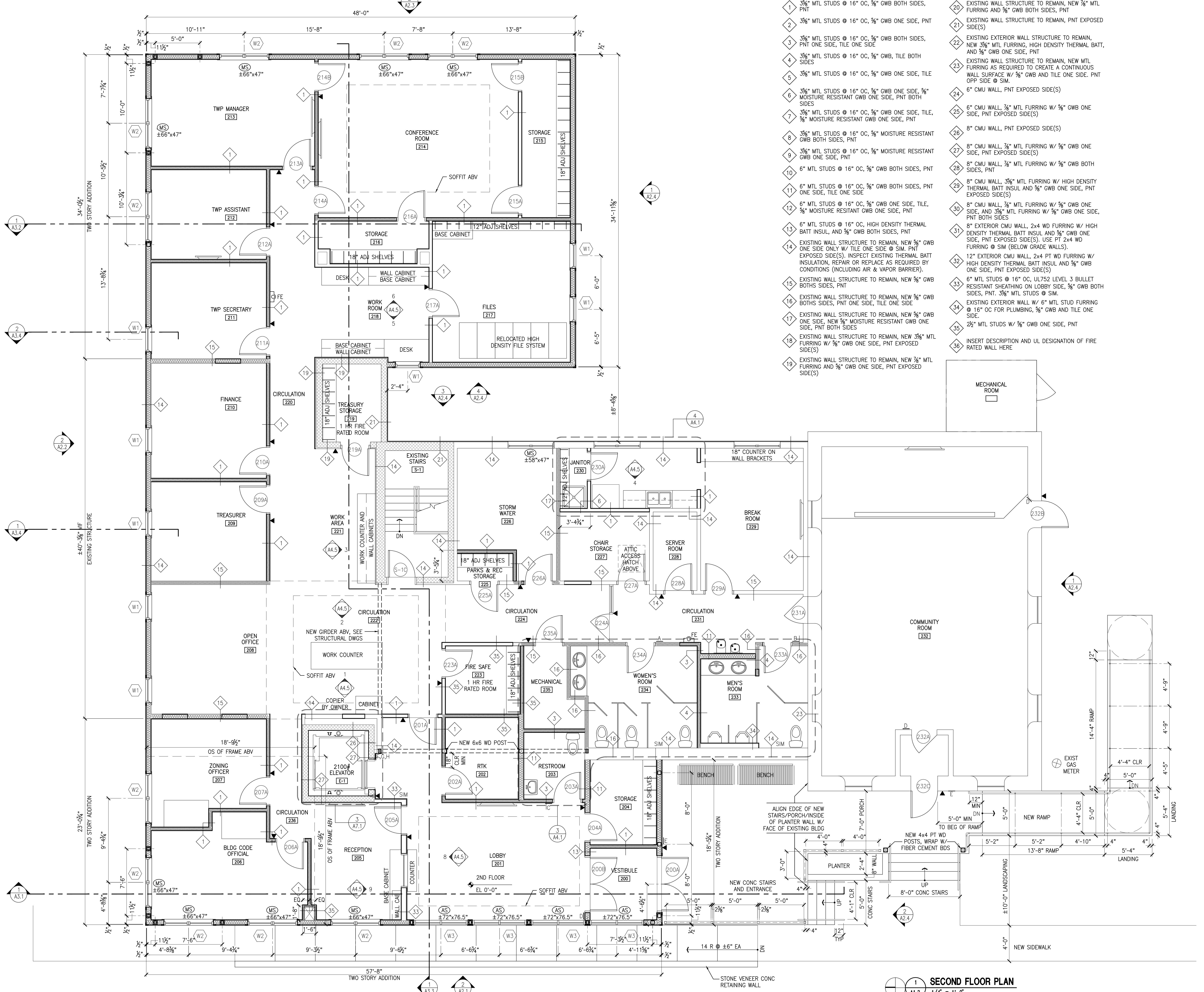


NORTH ELEVATION



WEST ELEVATION







# UPPER UWCHLAN TOWNSHIP

## MEMORANDUM

### ADMINISTRATION

**TO:** **Board of Supervisor**

**FROM:** **Cary B. Vargo**  
**Township Manager**

**RE:** **Construction Materials Testing**

**DATE:** **March 1, 2019**

---

Boyle Construction, on behalf of the Township, solicited proposals for construction materials testing for the Upper Uwchlan Township Building Expansion/Renovation Project. Six responsive proposals were received. Attached for your review is a recommendation letter drafted by Boyle Construction which contains the bid tabulation sheet. The proposals were reviewed, and a recommendation was based on cost per day, testing costs, and reimbursable costs. Boyle Construction recommends awarding the construction materials testing contract to David Blackmore & Associates, Inc.

**I would respectfully request that the BOS award the construction materials testing contract to David Blackmore & Associates, Inc. at an estimated cost of \$30,695.60**



Boyle Construction, Inc  
1209 Hausman Road, Suite B  
Allentown, PA 18104

[www.boyleconstruction.com](http://www.boyleconstruction.com)

*tel* 484-223-0726  
*fax* 484-223-0767

February 28, 2019

Cary B. Vargo, Township Manager  
Upper Uwchlan Township  
140 Pottstown Pike  
Chester Springs, PA 19425

Re: Upper Uwchlan Township Building – Additions and Renovations  
Award Recommendation Letter for Construction Testing Contract  
BCI Project #1810 160

Dear Cary,

Per your request, we have carefully reviewed the seven (7) proposals received for the Construction Testing Contract for the above-referenced project. The proposals are somewhat difficult to compare because they all vary in format. We have boiled the information down into the attached bid tabulation for your use and have included copies of all proposals. Hillis-Carnes Engineering Associates submitted a proposal with little level of detail and no total cost, therefore, their information is not included on the bid tab.

Boyle Construction, Inc recommends awarding the Construction Testing Contract to David Blackmore & Associates, Inc. based on the following:

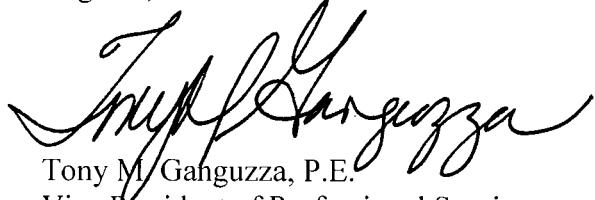
- Cost per Day was the lowest of all bidders
- Testing Cost was reasonable at third lowest
- Reimbursables are reasonable and in line with other bidders

Please note these costs are estimates and the actual costs will be based on the number of hours/days spent on the project. The estimated costs projected for David Blackmore & Associates, Inc. should be reasonably close to the amount of their total billings.

Also note KAKS & Company, LLC is competitive with David Blackmore & Associates, Inc.. When adding a reasonable amount of reimbursable expenses (they excluded expenses), their total cost could be within \$1,000 or so from David Blackmore & Associates, Inc.

If you have any questions or would like to meet to further discuss this matter, please do not hesitate to contact me.

Regards,



Tony M. Gahguzza, P.E.  
Vice President of Professional Services

cc:     Theodore Vedock, Principal, Hammel Associates Architects, LLC  
          Shanna Lodge, Assistant Township Manager, Upper Uwchlan Township  
          Al Gaspari, Code Administrator / Zoning Officer, Upper Uwchlan Township  
          Christian Donovan, Project Manager, Boyle Construction, Inc.

Attachments: Bid Tabulation

David Blackmore & Associates, Inc. - Proposal Copy  
KAKS & Company, LLC. - Proposal Copy  
Cowan Associates, Inc. - Proposal Copy  
Geo-Technology Associates, Inc. - Proposal Copy  
Advantage Engineers - Proposal Copy  
Earth Engineering, Inc. - Proposal Copy  
Hillis-Carnes Engineering Associates - Proposal Copy

# Upper Uwchlan Twp Building

## BID COMPARISON SHEET

Construction Testing Services

PROJECT # 1810 160

2/26/18

"Built Better"



Company	Labor Costs	# of Days	Cost / Day	Testing	Reimbursables	Total
<b>David Blackmore &amp; Associates, Inc.</b>	\$23,640.00	80	\$295.50	\$2,885.00	\$4,170.60	\$30,695.60
Brian McCree						
610.495.6255						
bmccree@dbaengineering.com						
<b>KAKS &amp; Company, LLC</b>	\$22,945.00	75	\$305.93	\$3,912.00	Not Included	\$26,857.00
Krishan Saini						
215.375.7050						
ksaini@kaksco.com						
<b>Cowan Associates, Inc.</b>	\$37,430.00	110	\$340.27	\$10,262.00	\$2,150.00	\$49,842.00
Michael Smith						
215.536.7075, x1331						
mrs@cowanassociates.com						
<b>Geo-Technology Associates, Inc.</b>	\$51,546.00	131	\$393.48	\$3,400.00	\$6,252.00	\$61,198.00
AJ Davis						
215.536.8363						
ddavis@gtaeng.com						
<b>Advantage Engineers</b>	\$24,215.50	57	\$424.83	\$1,900.00	\$3,264.00	\$29,379.50
Trevor Dombach, E.I.T						
610.366.7120 (ofc)						
717.824.2100 (cell)						
TDombach@advantageengineers.com						
<b>Earth Engineering, Inc.</b>	\$27,943.00	57	\$490.23	\$2,561.00	\$3,080.00	\$33,584.00
John Pusey						
610.277.0880 (ofc)						
610.637.1193 (cell)						
johnp@earthengineering.com						



Proposal 5096I1P1  
February 21, 2019

UPPER UWCHLAN TOWNSHIP

140 Pottstown Pike

Chester Springs, PA 19425

TEL: (610) 646-7008

ATTN: Cary B. Vargo, Township Manager

RE: Geotechnical and Construction Quality Control Contract  
Additions and Renovations to the Upper Uwchlan Township Building  
Upper Uwchlan Township, Chester County, Pennsylvania

Dear Mr. Vargo:

David Blackmore & Associates, Inc. appreciates this opportunity to provide Geotechnical and Construction Quality Control Services for the above referenced site. David Blackmore & Associates, Inc. must complete or be provided a copy of the geotechnical report prepared by others prior to performing foundation evaluation and/or subgrade preparation services (Items B & C, herein)<sup>1</sup>.

For this contract, David Blackmore & Associates, Inc. will be referred to as DBA, and UPPER UWCHLAN TOWNSHIP 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.

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<sup>1</sup> In accordance with the International Building Code (IBC 2012) the performance of a Geotechnical Exploration including standard test borings and associated bearing capacity analysis may be waived if the foundations system is designed using a presumed bearing capacity not exceeding 1,500 psf (or 2,000 psf depending on bearing soil type) and the anticipated bearing surface is either engineered fill or undisturbed virgin soils. This does not preclude the need to have a geotechnical engineer verify the presence of suitable bearing conditions. In addition, the field verification of foundation bearing conditions through the completion of a geotechnical exploration including standard test borings is highly recommended for any proposed construction as a means of verifying the presence of suitable bearing conditions and establishing available bearing capacity information.

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 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 in order 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 compressive 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 of the construction complies with the intent of the project plans, shop drawings, and specification. This will include random inspections of materials, dimensions, and on 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 performed.

Please note that these daily field reports serve as a documentation of construction; they will be issued approximately one week after their origin. CLIENT shall provide a distribution list to our office. DBA will provide 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, which 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**.

The majority of the field work 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), Level III NDT, minimum of 10 years experience in inspection of steel fabrication and erection including bolted connections, visual welding and non-destructive welding testing (NDT). NDT methods will 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*

As requested, an approximate budget for our services has been prepared based on the milestone schedule provided. It is recommended that this budget estimate be re-visited once the contractor actual construction schedule is available.

**GEOTECHNICAL QUALITY CONTROL FEE SCHEDULE**  
**David Blackmore & Associates, Inc.**  
**February 21, 2019**

<u>Personnel</u>	<u>Rate</u>
Geotechnical Technician (half day minimum, 4 hours)	\$280.00/day (8 hrs)
Senior Technician	\$45.00/hour
Structural Steel Inspector	\$70.00/hour
Structural Steel Inspector w/ultrasonic testing	\$73.00/hour
Draftsman	\$45.00/hour
Staff Engineer/Project Manager	\$85.00/hour
Geotechnical Field Engineer	\$85.00/hour
Associate/Supervising Engineer	\$95.00/hour
Principal Engineer	\$115.00/hour

<u>Laboratory Testing</u>	<u>Test Designation</u>	<u>Unit Cost</u>
Engineering Classification of Soils	ASTM D-2487	\$85.00/sample
Grain Size Analysis	ASTM D-421	\$55.00/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
<u>Moisture Density Relationship</u>		
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
<u>Compressive Strength Testing</u>		
Concrete Cylinders	ASTM C-39	\$12.00/sample
Grout Specimens	ASTM C-1019	\$12.00/sample
Mortar Cubes	ASTM C-109	\$12.00/cube
Masonry Prisms	ASTM C-1314	\$175.00/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	\$0.05/square foot*
SRFM Density Testing	ASTM E-605	\$25.00/sample
Cylinder Pick-up Charge		\$60.00/pick up **

\* A minimum fee of \$575.00 applies to slab pours of less than 10,000 SF.

\*\* Average one to two pick-ups per week, depending on pour sequence.

NOTES:

1. Travel Expenses: Mileage will be invoiced at \$0.50/mile. One half of the total travel time (to and from the job site) will be invoiced at the normal hourly rate indicated above.
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, overtime (2<sup>nd</sup> and 3<sup>rd</sup> 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 UPPER UWCHLAN TOWNSHIP, hereinafter referred to as CLIENT.

The agreement between the parties consists of these terms, the attached proposal identified as Proposal Number 5096I1P1, dated February 21, 2019, DBA's current fee schedule and any exhibits or attachments noted in the proposal. Together, these elements will constitute the entire agreement superseding any and 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 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 of the date of issue of the Proposal.

**CHANGED CONDITIONS:** CLIENT has relied on DBA's judgment in establishing the workscope 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 in light of 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 into 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 any and all possessors of the project site that 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, 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 so notify DBA in writing within fourteen (14) calendar days of the invoice date, identify the cause of disagreement, and pay when due 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 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 from 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 subcontractor's 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 report 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 a 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 or not DBA is solely or partially responsible for the damages resulting out of 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 has been made.

## TERMS FOR GEOTECHNICAL SERVICES DAVID BLACKMORE & ASSOCIATES, INC.

Hazardous materials may exist at a site where there is no reason to believe they could or should be present. DBA and CLIENT 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 any and 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. CLIENT will be responsible for 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 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 performances 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 above recited 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 or not he shall notify public officials. CLIENT agrees that such decisions are DBA's to make, in light of 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 not 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.

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CLIENT SIGNATURE

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CLIENT NAME & TITLE (Please print or type)



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DAVID BLACKMORE & ASSOCIATES, INC.  
Brian D. McCree, P.E.  
Vice President

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February 21, 2019

DATE

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DATE

Proposal 5096I1P1  
February 21, 2019

**Upper Uwchlan Township Special Inspection Costs Based on Milestone Construction Schedule\***

Task (Phase)	Scheduled Duration	DBA Man days	Personnel Type	Unit Cost (hrly)	Personnel Subtotals	Laboratory Test	Sample Quantity	Unit Cost	Lab Subtotals
<b>SITE WORK</b>									
Cuts and Fills - Compaction	15	10	Tech	\$35.00	\$2,800.00	Proctor(D698)	1	\$95.00	\$95.00
Underground Utilities - Backfill Compaction	20	5	Tech	\$35.00	\$1,400.00				
Site Utilities and Basin	10	5	Tech	\$35.00	\$1,400.00				
Curb, Sidewalk, and Site walls in HOP area	15	10	Tech	\$35.00	\$2,800.00	Test Cylinders	40	\$12.00	\$480.00
Interior Curb, Walks	10	5	Tech	\$35.00	\$1,400.00	Test Cylinders	20	\$12.00	\$240.00
Paving	10	5	Tech	\$35.00	\$1,400.00				
<b>Site Work Subtotals:</b>		<b>80</b>	<b>40</b>		<b>\$11,200.00</b>				<b>\$815.00</b>
Task (Phase)	Scheduled Duration	DBA Man days	Personnel Type	Unit Cost (hrly)	Personnel Subtotals	Laboratory Test	Sample Quantity	Unit Cost	Lab Subtotals
<b>BUILDING ADDITIONS</b>									
Under pinning and Footings Complete - Cast in Place Concrete	10	20	Tech	\$35.00	\$5,600.00	Test Cylinders	80	\$12.00	\$960.00
Prep and stone slab- Proofroll and compaction	10	4	Tech	\$35.00	\$1,120.00				
Structural Steel- Structural connections	5	1	Steel Insp	\$70.00	\$560.00				
VB and rebar mats, form and pour SOG -cast in place concrete	10	2	Tech	\$35.00	\$560.00	Test Cylinders	16	\$12.00	\$192.00
Bar Joist and Decking - connections & studs	5	1	Steel Insp	\$70.00	\$560.00				
Roof Trusses, bracing and sheathing - wood framing connections	15	1	Steel Insp	\$70.00	\$560.00				
CMU walls-rebar, mortar & grout	20	8	Tech	\$35.00	\$2,240.00	Mortar/Grout	48	\$12.00	\$576.00
Slab on Deck -cast in place concrete	5	2	Tech	\$35.00	\$560.00	Prisms(ASTM C1314)	2	\$75.00	\$150.00
Eng Supervision/Mngmt		1	Geo. Eng.	\$85.00	\$680.00	Test Cylinders	16	\$12.00	\$192.00
<b>POLICE BUILDING SUBTOTALS</b>		<b>80</b>	<b>40</b>		<b>Total \$12,440.00</b>				<b>Total \$2,070.00</b>

**Anticipated Expenses Based on DBA Estimated Man Days** (Note: Tech bills for 1/2 of travel time, all other personnel bill full travel time using straight time)

	Personnel Type	Man Days	Miles per Day	Travel Time	Total Travel Time	Total Miles	Expense Totals
Expenses (travel time & mileage)	Tech	74	70	0.5	37	5180	\$3,885.00
	Steel Insp	5	102			510	\$285.60
							<b>\$4,170.60</b>

**Estimated Total Costs**

	Personnel	Lab	Expenses	TOTAL
<b>TOTAL</b>	<b>\$23,640.00</b>	<b>\$2,885.00</b>	<b>\$4,170.60</b>	<b>\$30,695.60</b>

**Notes:**

1. This cost estimate is based on the milestone schedule prepared by Boyle Construction Management
2. Actual special inspection costs will be based on actual contractor durations.



# UPPER UWCHLAN TOWNSHIP

## MEMORANDUM

### ADMINISTRATION

**TO:** **Board of Supervisors**

**FROM:** **Cary B. Vargo**  
**Township Manager**

**RE:** **Solid Waste & Recycling Collection Contract/s**  
**08-01-2019 through 7-31-2022**

**DATE:** **April 3, 2019**

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Attached for your review and consideration are the bid results for the new solid waste & recycling collection contract/s. As a reminder, there are no proposed program changes at this time. The new contract/s will become effective on August 1, 2019 and run three years through July 31, 2022. The bid process was duly advertised as required by Second Class Township Code. The advertisement ran in the Daily Local News on the following dates: March 1, 2019 and March 5, 2019. The Township received three responsive bids from: AJ Blosenski, Advanced Disposal, and JP Mascaro. Sealed bids were opened and read aloud on Monday, April 1, 2019 at 9:15 AM. Bid results are below for your review and consideration.

The advertised bid specifications specify that the award will be made based on a cumulative three-year contract cost. The Township has reserved the right to award separate contracts for (1) solid waste and leaf and yard waste pick up and (2) recycling collection. If the Board wishes to award one contract for the collection of both solid waste and recycling the low bidder is A.J. Blosenski at \$1,796,256. If the Board wishes to award two separate contracts, as detailed above, the low bidder for the solid waste/leaf and yard waste contract is Advanced Disposal at \$1,236,592 and the low bidder for the recycling contract is A.J. Blosenski at \$521,382 for a total of \$1,757,974, a three-year program savings of \$38,282. Contract extensions in years 4 and 5 (two separate contracts and assuming contract extensions) would result in a savings of

\$21,782 in year four and \$45,383 in year five, for a total potential five-year program savings of \$105,897.

Reference checks have been conducted on Advanced Disposal and there have been no significant issues or concerns expressed. A site visit was conducted at two separate Advanced Disposal facilities located in Downingtown and Norristown. Staff has met with representatives from Advanced Disposal and preliminarily reviewed transitional processes, routing, scheduling, etc. Advanced Disposal representatives have confirmed no issues or concerns specific to programming of collection days/dates for solid waste or leaf/yard waste collection.

Bid results will be reviewed at the work session scheduled for Tuesday, April 9, 2019 and the award is expected to be on the business meeting agenda scheduled for April 22, 2019.

## **Bid Results Detailed Below**

<b>Solid Waste &amp; Recycling Bid Award Analysis 08-01-2019 through 07-31-2022</b>				
	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Total - 3 Year Contract</b>
<b>AJ Blosenski</b>				
<b>Solid Waste/Yard Waste</b>	\$424,958.00	\$424,958.00	\$424,958.00	\$1,274,874.00
<b>Recycling</b>	\$173,794.00	\$173,794.00	\$173,794.00	\$521,382.00
<b>Alternate Items</b>	\$80.00	\$85.00	\$90.00	
<b>Total</b>				<b>\$1,796,256.00</b>
	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Total - 3 Year Contract</b>
<b>Advanced Disposal</b>				
<b>Solid Waste/Yard Waste</b>	\$400,075.00	\$412,077.00	\$424,440.00	\$1,236,592.00
<b>Recycling</b>	\$219,283.00	\$225,862.00	\$232,638.00	\$677,783.00
<b>Alternate Items</b>	\$30.00	\$30.00	\$30.00	
<b>Total</b>				<b>\$1,914,375.00</b>
<b>Split Contract</b>				
<b>Two Collection Contracts</b>				
	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Total - 3 Year Contract</b>
<b>Advanced Disposal</b>				
<b>Solid Waste/Yard Waste</b>	\$400,075.00	\$412,077.00	\$424,440.00	\$1,236,592.00
<b>AJ Blosenski</b>				
<b>Recycling</b>	\$173,794.00	\$173,794.00	\$173,794.00	\$521,382.00
<b>Advanced Disposal</b>				
<b>Alternate Items - Freon</b>	\$30.00	\$30.00	\$30.00	\$30
<b>Total</b>				<b>\$1,757,974.00</b>
<b>Savings as a result of awarding two separate contracts</b>				<b>\$38,282.00</b>

	<i>Year 1</i>	<i>Year 2</i>	<i>Year 3</i>	<i>Total - 3 Year Contract</i>
<b>JP Mascaro</b>				
<b>Solid Waste/Yard Waste</b>	\$462,216.00	\$466,044.00	\$471,708.00	\$1,399,968.00
<b>Recycling</b>	\$348,696.00	\$351,576.00	\$355,848.00	\$1,056,120.00
<b>Alternate Items</b>	\$75.00	\$75.00	\$80.00	
<b>Total</b>				<b>\$2,456,088.00</b>



Upper Uwchlan Township  
140 Pottstown Pike  
Chester Springs, PA 19425  
610-458-9400; 610-458-0307 fax

February 28, 2019

Daily Local News  
[legals@dailylocal.com](mailto:legals@dailylocal.com)  
VIA EMAIL ONLY

Please publish the following Bid Notice in the March 1, 2019 and March 5, 2019 editions of the *Daily Local News*. Please send proof of publication and invoice to this Office. Thank you.

Sincerely,  
Gwen Jonik  
Township Secretary

#### NOTICE TO BIDDERS

Sealed bids will be received for the **RESIDENTIAL SOLID WASTE & RECYCLING COLLECTION CONTRACT** August 1, 2019 - July 31, 2022 by Upper Uwchlan Township, 140 Pottstown Pike, Chester Springs PA 19425 until 9:00 a.m. Monday, April 1, 2019 and will be opened Monday, April 1, 2019 at 9:15 a.m. Bid Specifications are available on-line at [upperuwchlan-pa.gov/bids](http://upperuwchlan-pa.gov/bids) and at the Upper Uwchlan Township Building, Monday-Friday 9:00-4:00. A pre-bid meeting will be held Monday, March 11, 2019 at 9:30 a.m. at the Township Building. Proposals must be on the forms furnished by the Municipality and submitted in a sealed envelope marked "2019 Solid Waste & Recycling Collection Bid" and must include on the outside of the envelope the bidder's name, address and phone number. The bid must be accompanied by a bid bond or certified check in the amount of 10% of the bid for the 3-year Contract. The bid bond or check shall be made payable to Upper Uwchlan Township. The bids will be opened at 9:15 a.m. Monday, April 1, 2019. Upon opening, the bids will be examined for conformity to specifications, and the results and analysis will be furnished to the Board of Supervisors for discussion at their April 9, 2019 Work Session. The Contract may be awarded at the Board's April 22, 2019 meeting, commencing at 7:00 p.m. The successful bidder shall furnish a Performance Bond as listed in the specifications within ten (10) days of the Contract award. The Township reserves the right to reject any and all bids as is deemed in the best interest of the Municipality. Cary B. Vargo, Township Manager



UPPER UWCHLAN TOWNSHIP  
Residential MSW and Recyclable Materials Collection  
August 1, 2019 – July 31, 2022

PROPOSAL FORM  
SIGNATURE PAGE AND AGREEMENT

Submitted by: Advanced Disposal Services Eastern PA, Inc.  
(Firm Name) PLEASE PRINT

John Spegal President  
(Authorized Representative) PLEASE PRINT

Date: April 1, 2019

To: Upper Uwchlan Township  
Cary B. Vargo, Township Manager  
140 Pottstown Pike  
Chester Springs, PA 19425

After examining all parts of this project for providing the collection services for Municipal Solid Waste and Recyclable Materials for Upper Uwchlan Township, we understand these specifications and hereby propose to furnish said services in strict accordance with all specifications for the sum indicated below.

Dwelling Units: 3,240

	Year 1 (8/19 - 7/20)	Year 2 (8/20 – 7/21)	Year 3 (8/21 – 7/22)	Total 3 - Year Contract
A. Once per week residential MSW pick-up using Township provided 48-, 64- and 96-gallon wheeled cart; Once per month bulk item pick-up; Thirty-six (36) leaf and yard waste collections; Dumpsters (2) for leaf and yard waste drop-off; Dumpsters as described in Section 8.K.	\$ 400,075.00	\$ 412,077.00	\$ 424,440.00	\$ 1,236,592.00
Once per week single stream recycling pick-up using Township provided 48-, 64- and 96-gallon wheeled cart.	\$ 219,283.00	\$ 225,862.00	\$ 232,638.00	\$ 677,783.00
B. Alternate Item Appliances containing refrigerant, per unit	\$ 30.00	\$ 30.00	\$ 30.00	\$ 30.00

**Alternative 3-Year contract with (2) 1-Year contract extensions**

	Total - 3 Years (8/19 – 7/22)	Year 4 (8/22 - 7/23)	Year 5 (8/23 – 7/24)
A. Once per week residential MSW pick-up using Township provided 48-, 64- and 96-gallon wheeled cart; Once per month bulk item pick-up; Thirty-six (36) leaf and yard waste collections; Dumpsters (2) for leaf and yard waste drop-off; Dumpsters as described in Section 8.K.	\$ 1,236,592.00	\$ 437,173.00	\$ 450,288.00
Once per week single stream recycling pick-up using Township provided 48-, 64- and 96-gallon wheeled cart.	\$ 677,783.00	\$ 239,617.00	\$ 246,805.00
B. Alternate Item Appliances containing refrigerant, per unit	\$ 30.00	\$ 30.00	\$ 30.00

In submitting this proposal, it is understood that it is the right of the Municipality to reject any and all proposals or parts thereof, or waive any informalities or technicalities in said proposals.

This proposal shall remain firm for at least one hundred and twenty (120) days after Bid Opening.

Accompanying this proposal is a Bid Bond () or certified check (  ) in the amount of \$ 191,437.50, which equals 10% of the "Total 3-Year Contract" amount.



UPPER UWCHLAN TOWNSHIP  
Residential MSW and Recyclable Materials Collection  
August 1, 2019 - July 31, 2022

PROPOSAL FORM  
SIGNATURE PAGE AND AGREEMENT

Submitted by: A.J. Blosenski, Inc.  
(Firm Name) PLEASE PRINT

Anthony J. Blosenski  
(Authorized Representative) PLEASE PRINT

Date: 4/1/2019

To: Upper Uwchlan Township  
Cary B. Vargo, Township Manager  
140 Pottstown Pike  
Chester Springs, PA 19425

After examining all parts of this project for providing the collection services for Municipal Solid Waste and Recyclable Materials for Upper Uwchlan Township, we understand these specifications and hereby propose to furnish said services in strict accordance with all specifications for the sum indicated below.

Dwelling Units: 3,240

	Year1 /8/19 - 7/20)	Year2 /8/20 - 7/21)	Year3 (8/21 - 7/22)	Total 3 - Year Contract
A. Once per week residential MSW pick-up using Township provided 48-, 64- and 96-gallon wheeled cart; Once per month bulk item pick-up; Thirty-six (36) leaf and yard waste collections; Dumpsters (2) for leaf and yard waste drop-off; Dumpsters as described in Section 8.K.	\$424,958.00	\$424,958.00	\$424,958.00	\$1,274,874.00
Once per week single stream recycling pick-up using Township provided 48-, 64- and 96-gallon wheeled cart.	\$173,794.00	\$173,794.00	\$173,794.00	\$ 521,382.00
B. Alternate Item Appliances containing refrigerant, per unit	\$ 80.00	\$ 85.00	\$ 90.00	\$ 85.00

**Alternative 3-Year contract with (2) 1-Year contract extensions**

	Total - 3 Years (8/19 - 7/22)	Year 4 (8/22 - 7/23)	Year 5 (8/23 - 7/24)
A. Once per week residential MSW pick-up using Township provided 48-, 64- and 96-gallon wheeled cart; Once per month bulk item pick-up; Thirty-six (36) leaf and yard waste collections; Dumpsters (2) for leaf and yard waste drop-off; Dumpsters as described in Section 8.K.	\$1,274,874.00	\$458,955.00	\$495,671.00
Once per week single stream recycling pick-up using Township provided 48-, 64- and 96-gallon wheeled cart.	\$ 521,382.00	\$182,483.00	\$191,607.00
B. Alternate Item Appliances containing refrigerant, per unit	\$ 85.00	\$ 90.00	\$ 95.00

In submitting this proposal, it is understood that it is the right of the Municipality to reject any and all proposals or parts thereof, or waive any informalities or technicalities in said proposals.

This proposal shall remain firm for at least one hundred and twenty (120) days after Bid Opening.

Accompanying this proposal is a Bid Bond (  ) or certified check (x) in the amount of \$179,625.60 which equals 10% of the "Total 3-Year Contract" amount.

**UPPER UWCHLAN TOWNSHIP**  
**2019–2022 SOLID WASTE & RECYCLING CONTRACT BID RESULTS**

April 1, 2019 Bid Opening 9:15 a.m.

	<b>ADVANCED DISPOSAL SERVICES EASTERN PA, INC.</b>	<b>A.J. BLOSENSKI, INC.</b>	<b>SOLID WASTE SERVICES d.b.a. J.P. MASCARO</b>	<b>EAGLE DISPOSAL</b>
	Total 3-Year Contract	Total 3-Year Contract	Total 3-Year Contract	Total 3-Year Contract
A. Once per week residential solid waste pick-up using Township provided 48-, 64- and 96-gallon wheeled cart; Once per month bulk item pick-up; Thirty-six (36) leaf and yard waste collections; Dumpsters (2) for leaf and yard waste drop-off; Dumpsters as described in Section 8.K.	\$1,236,592.00	\$1,274,874.00	\$1,399,968.00	NO BID
Once per week single stream recycling pick-up using Township provided 48-, 64- and 96-gallon wheeled cart.	\$ 677,783.00	\$ 521,382.00	\$1,056,120.00	NO BID
<b>TOTAL TRASH &amp; RECYCLING</b>	<b>\$ 1,914,375.00</b>	<b>\$1,796,256.00</b>	<b>\$2,456,088.00</b>	NO BID
B. Alternate Item – Freon-containing items, per unit	\$30.00 / unit	\$85.00 / unit	\$75.00; \$80.00 / unit	NO BID

**UPPER UWCHLAN TOWNSHIP**  
**2019–2022 SOLID WASTE & RECYCLING CONTRACT BID RESULTS**

April 1, 2019 Bid Opening 9:15 a.m.

**Alternative (2) 1-Year contract extensions**

	<b>ADVANCED DISPOSAL SERVICES EASTERN PA, INC.</b>  Years 4 and 5	<b>A.J. BLOSENSKI, INC.</b>  Years 4 and 5	<b>SOLID WASTE SERVICES d.b.a. J.P. MASCARO</b>  Years 4 and 5	<b>EAGLE DISPOSAL</b>  Years 4 and 5
A. Once per week residential solid waste pick-up using Township provided 48-, 64- and 96-gallon wheeled cart; Once per month bulk item pick-up; Thirty-six (36) leaf and yard waste collections; Dumpsters 2) for leaf and yard waste drop-off; Dumpsters as described in Section 8.K.	Year 4 \$437,173.00  Year 5 \$450,288.00	Year 4 \$458,955.00  Year 5 \$495,671.00	Year 4 \$483,336.00  Year 5 \$496,284.00	NO BID  NO BID
Once per week single stream recycling pick-up using Township provided 48-, 64- and 96-gallon wheeled cart.	Year 4 \$239,617.00  Year 5 \$246,805.00	Year 4 \$182,483.00  Year 5 \$191,607.00	Year 4 \$364,620.00  Year 5 \$374,388.00	NO BID  NO BID
B. Alternate Item – Freon-containing items, per unit	Year 4 \$30.00  Year 5 \$30.00	Year 4 \$90.00  Year 5 \$95.00	Year 4 \$80.00/unit  Year 5 \$85.00/unit	NO BID



**UPPER UWCHLAN TOWNSHIP**  
**Residential MSW & Recyclable Materials Collection**  
**August 1, 2019 – July 31, 2022**

**BID SPECIFICATIONS**

**1. Scope of Work:**

The work to be performed shall consist of the collection of Municipal Solid Waste as defined herein, and all "Municipal Waste" as defined by the Solid Waste Management Act, and a continuation of an existing program of source separation and collection of certain Recyclable Materials in accordance with the provisions of Act 101, the Pennsylvania Municipal Planning, Recycling and Waste Reduction Act of 1988 within the boundaries of Upper Uwchlan Township, Chester County, Pennsylvania (hereinafter referred to as "Municipality"), and the Township's Solid Waste and Recycling Ordinance - Chapter 148 of the Code of Upper Uwchlan Township.

**Historical Collections (2018)**

Solid Waste collected FY 2018 - 3,506 tons

Recycling collected FY 2018 – 1,080 tons

Yard Waste collected FY 2018 (curbside) - 271 tons

Public Works Leaf/Yard Waste Dumpsters (Qty. 2 – 30 yard)

Collected on average twice weekly in Spring, Summer, and Fall

The lowest responsive and responsible bidder meeting all advertised award criteria as determined by Upper Uwchlan Township shall enter into a contract with the Township within ten (10) days of receipt of a Notice of Contract Award. The contract shall designate the total contract amount in accordance with the options and alternatives selected by the Township and shall incorporate the terms and conditions of these specifications and instructions to bidders.

**2. Definitions:**

Aluminum Cans: Empty 100% aluminum beverage and food containers.

Appliances Containing Refrigerant: Refrigerators, freezers, air conditioners, dehumidifiers, and any/all appliances containing refrigerant.

Ashes: All residues from coal, wood or other fuel consumption (cooled to ambient temperature).

Bulk Items: Hot water heaters, sofas, beds, box springs, mattresses, tire rims, and other bulk items collected only on scheduled bulk collection days.

Clear and Colored Glass: Empty bottles, jars, and food, or beverage containers made of green, clear, brown, or other colored glass.

Commercial Properties: All properties used for industrial or commercial purposes, provided that multiple dwelling residential buildings containing more than four (4) dwelling units, for purposes of the Agreement, shall be treated as commercial properties. This shall include residential units over storefront commercial business.

Contractor: A private firm awarded a contract to perform a service.

Disposal Facility: A facility which processes or acts upon solid waste so as to dispose of the material, such as a composting facility, an incinerator, a resource recovery plant, a waste-to-energy facility or a sanitary landfill.

Dwelling Unit/Residence: An occupied single or multi-family structure having up to, and including, four (4) dwelling units per structure, or each unit in a multi-family structure if the units are individually owned with a separate entrance onto a public or approved private street.

Fuel Adjustment – the dollars per mile that are increased, decreased or remain the same and are evaluated on a monthly basis.

Homeowner Owned Trash Cans: Trash cans or wheeled carts purchased by homeowner that does not have "Upper Uwchlan Township" imprinted; to be used for the disposal of residential leaf and yard waste.

Leaf & Yard Waste: Leaves, garden residues, shrubbery, brush, tree trimmings, Christmas trees and similar material, including grass clippings.

Metal Containers: Empty food, aerosol cans or beverage containers consisting of ferrous sides and bottom and aluminum top.

Missed Collection(s): A single incident of failure by the Contractor to collect Municipal Solid Waste or recyclables placed at the approved collection area on the day and time designated by the Municipality for collection. A determination of a missed collection shall be in the sole judgment of the Municipality based on information received from Township residents.

Mixed Paper – newspaper, office paper, bulk mail, magazines, box board, phone books, paper bags, cardboard and paperback books.

Municipal Solid Waste (MSW): Any garbage, refuse, and other material, including solid, liquid, semi-solid, or contained gaseous material resulting from the operation of a dwelling unit not meeting the definitions of residual or hazardous waste in the Solid Waste Management Act. The term does not include source separated recyclable materials.

Non-Compliance: Shall mean at minimum, continuous, successive and haphazard missed residential pick-ups (missed collections); missed designated pick-up days and special events.

Municipality/Township: Upper Uwchlan Township, Chester County, Pennsylvania.

Newspaper: Paper of the type commonly referred to as newsprint and distributed at fixed intervals having printed hereon news and options containing advertisements and other matters of public interest.

Plastic: Plastics with the #1 - #5 and #7 recycling symbol on the bottom, excluding Styrofoam #6.

Processing Facility: A specialized materials recovery and reclamation plant that receives, separates, and prepares Recyclable Materials for marketing to end user manufacturers.

Recyclable Materials: Those materials which may be processed or prefabricated for re-use and which are specified by the Township for separation from the regular solid waste. Such materials may include, but not be limited to aluminum products, ferrous containers, metal containers, clean corrugated cardboard, glass containers, newspapers, magazines and periodicals, bulk mail, box board, phone books and plastic containers must have a recycling symbol of #1 - #5 and #7 on the bottom excluding Styrofoam (#6).

Refuse: Garbage, ashes, trash, rubbish.

Single-Stream Recycling: All Recyclable Materials which are placed in a single recycling container.

Township Miles: Miles of roads in the Township that a truck would travel to stop at every residence.

Transfer Station: A facility that is permitted to transfer Recyclable Materials to a Township designated Processing Facility.

**3. Examination of Municipality:**

Bidders shall inspect the Municipality in order that they may make their own judgment concerning all circumstances affecting the cost of service in question and the nature of the work to be performed. Bidders shall assume all risks whether or not patent, latent, known, hidden or foreseeable.

**4. Specifications and Documents:**

Bidders are advised to examine carefully the Specifications and all Documents describing the proposed work and to make their own independent judgment with respect to the circumstances affecting the cost of work and the performance required by said documentation.

**5. Collection Particulars:**

Curbside collection of all residential Municipal Solid Waste and Recyclable Materials from residential dwelling units in the Municipality for a three (3) year period, commencing August 1, 2019.

**A. Once per week household collection, which includes all of the following:**

Once per week residential Municipal Solid Waste (MSW) collection using Township provided toters

(48-, 64- and 96-gallon). MSW collection shall be accomplished using automated side-loading collection trucks. Maximum solid waste collection is limited to a volume of no more than 96-gallons per collection day other than scheduled bulk days.

Once per week residential single-stream recycling collection using Township provided toters (48-, 64-, and 96-gallon). There is no maximum quantity of Recyclable Materials.

Once per month bulk item collection: 2 bulk items or additional solid waste (third collection day each month);

Thirty-six (36) leaf and yard waste collections (will be scheduled with awarded Bidder); Dumpsters (2) for leaf and yard waste drop-off at the Public Works facility; Dumpsters as described in Section 8.K.

MSW and Recyclable Materials collection days shall remain Monday and Tuesday with MSW and Recyclable Materials being collected on the same day. Scheduled bulk collection will remain the same, being the third collection day of each month. Leaf and yard waste collections shall continue to be on Wednesdays.

**B. Alternate Bid Item:**

Per unit pick-up cost for Appliances containing refrigerant, such as refrigerators, freezers, air conditioners, dehumidifiers, and any/all appliances containing refrigerant.

**6. Scope and Area of Collection and Disposal of Refuse:**

The award of the contract shall require the successful bidder to collect, haul and deliver all Municipal Solid Waste and Recyclable Materials as specified in these Bid Specifications, supply all of the labor, tools, machinery, plant and equipment and perform all of the work of collecting, removing and hauling Municipal Solid Waste and Recyclable Material as required by the Municipality within the Solid Waste and Recycling Ordinance - Chapter 148 of the Code of Upper Uwchlan Township. The successful bidder shall be required to comply with all applicable laws and statutes of the Commonwealth of Pennsylvania, of the County of Chester and of the United States Government and/or their agencies with respect to Worker's Compensation and the hauling and disposal of all materials collected. THESE

REGULATIONS SHALL BE BINDING ON THE CONTRACTOR. THE RULES AND REGULATIONS PERTAINING TO THE COLLECTION AND DISPOSAL OF MUNICIPAL WASTE GARBAGE, REFUSE, ASHES, TRASH AND RUBBISH ISSUED BY THE MUNICIPALITY, COUNTY, STATE OR FEDERAL AGENCIES SHALL BE CONSIDERED TO BE AN INTEGRAL PART OF THESE REGULATIONS AND SHALL BE CONSIDERED BINDING ON THE CONTRACTOR.

**7. Collection Responsibilities:**

**A. Designation and Preparation of Recyclable Materials:**

All acceptable Recyclable Materials placed curbside shall be collected. Acceptable Recyclable Materials include: Newspapers, newspaper inserts, corrugated cardboard, bulk mail, phone books, magazines, aluminum cans, bi-metallic and steel cans, glass (clear and colored), plastics (#1 - #5 and #7, excluding Styrofoam #6).

Unacceptable materials include ceramics, light bulbs, crystal plate or window glass.

**B. Bulk Trash**

Items such as furniture, beds, box springs, etc. (maximum 2 per household) shall be placed at and collected from the curb from all residential dwelling units. The Contractor shall remove, have title to and properly dispose of or recycle all items from all residential dwelling units.

**C. Collection Schedule and Routing:**

The Municipality shall supply the Contractor with street maps, number of dwelling units and population information. The Municipality shall be available to answer Contractor's questions regarding routing and scheduling. Additional dwelling units, as determined by the Use & Occupancy Permits issued, shall be added to the contract monthly and the contract shall be increased by the per unit cost which shall be determined by dividing the bid amount by the number of dwelling units. Also, the deletion of dwelling units as determined by Township approved exemptions shall be decreased by the per-unit cost which shall be determined by dividing the bid amount by the number of dwelling units. Township Miles will also be adjusted monthly.

The Municipality retains the right to designate routes for MSW and Recyclable Materials collection equipment and the days of collection.

**D. Final Disposition of Recyclable Materials:**

The Municipality shall designate a facility, within 30 miles of the municipal border, where all collected Recyclable Materials will be delivered.

**E. Leaf and Yard Waste Pick-up:**

Leaf and yard waste shall be picked up and transported to a Township designated composting site thirty-six (36) times annually as scheduled by the Municipality. Leaf and yard waste will be placed in non-plastic biodegradable bags or approved containers and placed at the curb for pick-up.

**F. Program Monitoring and Receipt of Citizen Complaints:**

- i. The Municipality reserves the right to inspect the Contractor's vehicles, equipment and procedures before making final contract award.
- ii. The Municipality shall monitor the Contractor's performance and the Contractor shall receive citizen complaints and complaints from the Municipality and promptly respond to those complaints. The Contractor shall be equipped to handle any and all complaints. The Municipality shall supply Violation Notices to the Contractor to use when MSW or Recyclable Materials are not properly prepared by the residents.

**Note: The Contractor shall supply a dedicated (private) telephone number for the Municipality's Administration use.**

**8. Contractor's Scope of Work and Obligations:**

**A. Collection Schedule and Routing:**

Collections of Municipal Solid Waste and Recyclable Materials shall be made between the hours of 6:00 a.m. and 7:00 p.m. Mondays and Tuesdays. In cases where there are holidays or inclement weather, the last collection run shall be scheduled so as to make the last delivery to the designated Processing Facility before it closes.

- i. **Schedule:** The Contractor shall collect Municipal Solid Waste and Recyclable Materials (same day) as defined herein, Mondays and Tuesdays, throughout the Municipality in accordance with an approved schedule.
- ii. **Holidays:** The Contractor shall supply a schedule of holidays which shall need the approval of the Municipality. Any MSW or Recyclable Materials that were to be collected on a holiday shall be collected the next day.

**B. Municipal Solid Waste and Recyclable Materials Collection:**

The Contractor shall collect all Municipal Solid Waste placed at curbside from all dwelling units, as herein defined, in the Municipality on days specified by the Municipality, using automated side loading collection trucks.

The Contractor shall collect all Recyclable Materials placed at curbside from all dwelling units, as herein defined, in the Municipality on days specified by the Municipality.

The Windsor Ridge Development, located off of Pottstown Pike (State Route 100) due to its design, density, and construction, will require the successful bidder to use both automatic side loaded collection trucks (wherever possible) and rear loaded collection trucks, **no larger than 16 yards in size**, in the areas of the development served by alleyways. The rear loader collection truck, no larger than 16 yards in size, shall be used for the collection of solid waste, recycling, and leaf and yard waste in the areas served by alleyways. There are approximately 278 homes at which solid waste, recycling, and leaf and yard waste collection is completed in an alleyway and will require the use of the rear loaded collection truck no larger than 16 yards in size.

A map of Windsor Ridge is attached for your reference. The alleyways are labeled with letters followed by "LA" such as "A LA", "B LA", "C LA", etc. on the attached map.

The Contractor's employees shall handle all containers with reasonable care to avoid damage and shall replace the container with its lid on at the curb in an upright position after emptying.

Each collection crew shall have a broom, shovel and refuse container to clean up any material that is spilled during collection. The disposal of these materials is the responsibility and the expense of the Contractor.

Collection shall be made regardless of weather conditions, unless authorization is received from the Municipality. Authorization may be verbal, but will be followed in writing within one business day. The Contractor shall make collections scheduled for the day missed due to weather conditions the next day.

The Contractor shall abide by all traffic regulations and will comply with all applicable Federal, State and Local Regulations.

C. Transport and Delivery of Recyclable Materials to the designated Processing Facility:

The Contractor shall transport Recyclable Materials and shall offload into the designated areas at the Township's designated Processing Facility. The designated Processing Facility or Transfer Station will be within thirty (30) miles of the Municipality. The incoming material shall be visually inspected and weighed by the designated Processing Facility operator. Acceptable deliveries shall be off-loaded by the Contractor at the designated discharge areas.

Fuel Adjustment

ITEM	Average MPG	Township Miles	Landfill Miles	Recycling Miles	Leaf Miles
MSW	4	65	17		
Recyclables	4	65		22	
Leaf & Yard	4	65			17

The Fuel Adjustment each month is the average of the first three full weeks of the previous month. For example: The Benchmark Price is \$2.50/gallon and the Average Price for the previous three weeks is \$2.00 per gallon then the Fuel Adjustment for a truck with an average of 4 MPG would be 4 MPG divided by -\$0.50 per gallon = -\$0.125 Adjustment per mile. Adjustments are based on Township Miles and the number of actual trips to the LanChester Landfill and designated Processing Facility. For a typical month MSW: 8 X (Township Miles (70)) + 17 (Landfill miles (20)) + Leaf & Yard Waste Miles (70) = 920 miles, so for the above example the month's adjustment for MSW would be -\$115.00 off the monthly invoice. Recycling Fuel Adjustment would be calculated similarly. Benchmark price of diesel fuel is to be established and documented at the time of contract award.

D. Title of the Collected Recyclable Materials:

The title for Recyclable Materials collected by the Contractor is held by the Township. However, the Recyclable Materials are the responsibility of the Contractor until delivered to the designated Processing Facility.

E. Recyclable Materials – Reporting of Weight:

The Contractor shall furnish to the Municipality monthly records of the weight of Recyclable Materials, by type, if not supplied by the Transfer Station or designated Processing Facility.

F. Record Keeping:

The Contractor shall keep the following records for collections:

1. Per run:

- Route identification/street names and Municipalities of the run;
- Total number of stops, (dwelling units per route);
- Number of stops where improperly prepared Recyclable Materials were not collected and tags were issued and estimated amount of rejected recyclables (one bucket, half bucket, etc.);
- Weight of each recyclable delivered. (See "E" above).

2. Record Keeping:

All the Municipal Solid Waste contracted to be collected herein shall be delivered to and deposited upon the Chester County Solid Waste Authority LanChester Landfill, or other facility designated by the Township. Prior to the execution of the contract, the Contractor shall furnish the Municipality with a written commitment from the Chester County Solid Waste Authority which will allow the Contractor to dispose of all MSW collected from the Municipality for the duration of the contract.

G. Tipping Fees:

The Township shall pay the Tipping Fees for MSW and Recyclable Materials, Bulk Items excepted. Contractor shall not pick up any waste except that which is allowed by this Contract and is generated within the boundaries of the Township.

H. Bulk Trash, Metals and Appliances Containing Refrigerant

The Contractor shall remove, have title to and properly dispose of or recycle once every month, all bulk items (i.e., hot water heaters, sofas, tire rims, mattresses, box springs, other bulk items, etc.) from all residential dwelling units. These items shall be placed at and collected from the curb, unless otherwise agreed upon by the Township and the Collector. Bulk trash collection shall remain the third collection day of the month.

Residential curbside collection of appliances containing refrigerant such as air conditioners, refrigerators, freezers, dehumidifiers, etc. shall be scheduled through the Township.

I. Local Office:

Contractor shall establish and maintain a local office with continuous supervision for accepting complaints and calls from residents and Municipality during the business hours on days when collections are made. The Contractor is responsible for all corrective action (to be taken within twenty-four (24) hours of the next business day) and a log of complaints and corrective actions taken shall be kept by the Contractor and reported on a monthly basis to the Municipality. Contractor shall supply the Municipality with the telephone number of the local office.

J. Violation Notices:

The Contractor will notify the municipality weekly of any violations in the preparation of Recyclable Materials, Leaf and Yard Waste, Freon-containing items, Bulk Trash or MSW.

K. Municipal Solid Waste/Recyclable Materials Containers:

The Contractor agrees to provide and service the Municipality with the following and servicing them once per week during the period of the contract:

Facility	8-Yard Dumpster	6-Yard Dumpster	Recycling Container
Hickory Park	(1) 8-yard		(1) 6-yard dumpster
Fellowship Fields	(2) 8-yard		(2) 6-yard dumpsters
Public Works	(1) 8-yard		(2) toters
Annual Block Party*	(2) 8-yard	<b>(1) 20- yard</b>	(1) 8-yard dumpster
520 Milford Road		(1) 6-yard	
Walter Court		(1) 6-yard	
Upland Farms	(1) 8-yard	--	(1) dumpster

\*Annual block party is a once annual event scheduled in June of each year.

9. Penalties and Termination of Contract Due to Non-Performance:

A. Penalties:

The Contractor shall be assessed penalties for the following:

-Missed collections.

For each missed collection Contractor does not complete, the Municipality may impose a penalty of \$25.00 for each dwelling unit, per day (including Saturdays and Sundays, although Contractor shall not, in any case, collect trash on those days, except as provided in 8.B). The Municipality may deduct said penalties from the invoicing for completed trash collection. If a missed collection is not resolved within three (3) days to the satisfaction of the Municipality, the Municipality may collect or (cause to be collected) the MSW and charge (or deduct, as aforesaid) all costs, fees and expenses

incurred by the Municipality in connection with collection. Nothing herein shall prevent or deny the Municipality from canceling the contract in accordance with the contract terms.

-Loads rejected by the designated Processing Facility.

The Contractor is responsible for collection of only properly prepared Recyclable Materials and to maintain each load of Recyclable Materials in an uncontaminated condition. If any load of Recyclable Materials is rejected at the designated Processing Facility because of contamination, any transportation and disposal costs and loss of revenues from the designated Processing Facility for the rejected load will be passed through to the Contractor.

The Contractor may be assessed penalties for the following:

- Failure to clean spilled MSW or Recyclable Materials - \$25.00/occurrence
- Failure to immediately pick-up, remove, and/or clean leaking and/or spilling MSW and/or minor vehicle fluids - \$25.00/occurrence
- Post collection, depositing toters in such a manner as to block mailboxes and/or driveways - \$25.00/occurrence.
- Failure to remedy complaint which is found to be justified by the Township within twenty-four (24) hours after notification, Monday through Friday - \$25.00/occurrence.
- Pick-up and disposal of MSW and/or Recyclable Materials outside of the Township (on Upper Uwchlan Township collection days) - \$1,000.00/occurrence.

Any and all Violations of the Upper Uwchlan Township Code Chapter 148 Solid Waste and Recycling, or any other applicable section of said Code, may be criminally prosecuted.

B. Termination of Contract:

Notwithstanding the provisions of paragraph 9A, in the event of Contractor's non-performance, the Municipality may terminate the Contractor's services due to such non-performance. For purposes of this Agreement, non-performance, *inter alia*, shall include but not be limited to the failure of the Contractor to collect MSW and Recyclable Materials as detailed in Section 8.B or to collect a missed collection, totaling more than three (3) in number per month or a total of thirty-six (36) in number per year, whichever is less.

10. Bidders Qualifications:

A. Financial:

The bidder must be a financially secure company or corporation. Bidders shall submit the following with their bid:

- Annual reports or audited financial statements (or income statements and balance sheets) for the past three (3) years.
- Publicly held companies shall submit a copy of the SEC filings 10-K for the last fiscal quarter(s), since the last annual report.
- Identification of any legal actions or proceedings pending or occurring within the last three (3) years and/or any contingent liabilities.

B. Qualifications and Experience:

The Bidder must have previous experience in the collection of MSW and Recyclable Materials. Bidders shall submit the following with their bid.

- Locations of curbside programs for which the Bidder collects Recyclable Materials.
- Number of households collected or volumes collected and frequency of collection for listed recycling programs.

- Materials collected by Bidder.
- Ownership and description of collection vehicles, including age, quantity available and type of collection vehicle (i.e., rear-loading, automated side-loading).
- Date recycling program started and date of initial collection by Bidder.
- References for program listed by Bidder. References to include name, position, location of program, address and telephone number.

**11. Complaints and Supervision:**

The Contractor shall provide a responsible supervisor who shall be available and may be contacted at the local telephone number (see 7.F.) during each working day between the hours of 8:00 AM (EST) and 5:00 PM (EST), Monday through Friday, to receive complaints, assist with any problems, answer inquiries and resolve disputes with respect to services to be supplied pursuant to this contract. The Contractor will further be held responsible for the contract and deportment of the employees during the performance of their work. Said employees shall not use loud, abusive, profane or lewd language in their dealings with the public, nor shall they use loud, abusive, profane or lewd language amongst themselves during the performance of their work. Further, said employees shall conduct their work as quietly as possible with a minimum of interference to pedestrian and vehicular passageway through the Municipality.

**12. Term:**

The term of the contract shall be three years, commencing August 1, 2019.

**13. Assignment:**

It is understood and agreed by the Contractor that, during the performance of its duties under this contract, it will not assign its contractual rights or its duties and obligations arising hereunder to any third person without prior written approval of the Municipality being had and obtained, which approval the Municipality shall be under no obligation to give, it being at all times understood that the Contractor is not acting as agent for a subsidiary of any other entity.

**14. Merger/Bankruptcy/Bulk Sale:**

During the term of the contract, Contractor covenants, warrants and agrees that it will not file any proceeding in bankruptcy or reorganization under the bankruptcy laws of the United States or under any specific debtor, receivership, composition for creditors, liquidation proceedings or similar proceedings under Pennsylvania Law. Contractor further covenants, warrants and agrees that, during the term of any contract awarded, it will not merge with any other entity or become a subsidiary of any other corporate or personal interest. Contractor also warrants it will not undertake the sale of its assets, stock or equipment during the term of the contract in any fashion which might jeopardize or compromise service or performance.

If despite the covenants contained herein, said Contractor does file proceedings in bankruptcy or like proceedings in State Courts, or by merger or sale become acquired by another corporation or entity, such actions shall constitute a termination of the contract and result in the subsequent forfeiture of the Performance Bond, at the Township's sole discretion.

**15. Inspection:**

The Municipality, or other authorized representative, may inspect the collection process employed by the successful Contractor under the contract and may require the correction of any improper or deficient performance of the contract through the designated supervisor or the Contractor.

**16. Workers' Compensation Insurance:**

Contractor, during the term of this contract, shall carry Workers' Compensation insurance (pursuant to Pennsylvania Act #44), insuring and covering any and all persons employed by him in the performance of this contract and, before starting work on the contract, shall file a certificate from the insurance company certifying the issuance of such company's insurance policy and the payment of the premium thereof with the Municipality.

**17. Liability Insurance:**

**a. Coverage:**

Contractor shall maintain during the term of this contract, at its sole expense, the following minimum liability insurance coverage:

1. General Public Liability Insurance (non-automotive) for bodily injury and property damage in the amount of \$1,000,000.00 per occurrence but with the aggregate limit of \$1,000,000.00.
2. Automotive Liability Insurance for bodily injury and property damage in the amount of \$3,000,000.00
3. Umbrella Excess Liability coverage in the amount of \$3,000,000.00
4. A Workman's Compensation and Employee's Liability Insurance Policy - \$100,000/\$100,000/\$500,000.

The aforesaid policies of insurance and others that may be necessary to comply herewith shall be maintained in the amounts set forth above and shall, *inter alia*, name the Township as an additional named insured and be designed to protect the Township from any and all claims for damage of any kind or any nature whatsoever, including but not limited to wrongful death, which may arise from the obligation of the Contractor in the performance of his Contract, whether such obligation be controlled by the Contractor himself or someone either directly or indirectly employed by him for the purpose of accomplishing some obligation incumbent upon the Contractor by the terms of this contract and shall otherwise indemnify and hold the Municipality harmless from any and all manner of claims and lawsuits and shall provide, at the insurer's expense, all necessary legal aid, counsel and representation.

All insurance policies maintained hereunder shall be issued by an insurance carrier licensed and authorized to do business within the Commonwealth of Pennsylvania and shall be obtained and properly endorsed in favor of the Township before the execution of the contract or until completion of all duties to be performed hereunder by the Contractor, whichever shall occur later. The Contractor shall deposit with the Municipality the original policies of insurance herein referred to or true copies thereto, prior to commencing work under this contract.

**b. Cancellation of Insurance:**

Each and every policy of insurance maintained in accordance with the terms of the specifications or the contracts entered there under, shall carry with it an endorsement to the effect that the insurance carrier will convey to the Municipality, by certified mail, return receipt requested, written notice of any modifications, alterations or cancellations of any policy or policies or the terms thereof; and said written notice must be received by the Municipality, at least ten (10) days prior to the effective date of any such modification, alteration or cancellation. If such modification, alterations or cancellations shall cause the insurance coverage required hereunder to fail to meet the minimum requirements set forth herein, the Contractor shall be deemed to be in default and the Municipality shall terminate this agreement as the effective date of said change and insurance coverage and the surety on the Performance Bond may be held responsible by the Municipality for the resulting losses.

It shall be the responsibility of the Contractor in obligating the aforesaid insurance coverage to obtain policies which shall protect the Municipalities from any and all claims whatsoever in nature, regardless of the deviation of said claim and regardless of whether the same are directed

toward the recovery of damages for personal injury, property damage, or any other claim of damage which may be incident to the same.

c. Governmental Immunity Waiver:

All policies of insurance required pursuant to the specifications or the subsequent contract therein, shall waive any government immunity, if any, of the Township and shall extend to and include all direct and indirect agents and employees of the Contractor and shall include policies of liability insurance on all vehicles and equipment utilized or in any way connected with the service to be rendered by the Contractor pursuant to the terms of this contract.

d. Hold Harmless Provision:

The Contractor will indemnify and save harmless the Township and all their officers, agents and employees from any actions, liabilities or claims resulting from the performance of the contract.

e. Equal Opportunity Employer:

The Contractor shall state in writing that he is an Equal Opportunity Employer.

**18. Performance Bond:**

The successful Bidder will be required to obtain and post a Performance Bond or other surety, in the amount of 100% of the total contract amount. Surety shall be approved by the Township.

**19. Schedule of Payments:**

The Municipality shall pay the Contractor for such collection of municipal waste, bulk trash and recyclable materials collected in accordance with the specifications in monthly payments. The first payment will be made on or about September 1, 2019 following the inception of the contract and monthly thereafter for services rendered the previous month. The amount payable per month shall be adjusted (monthly) to take into account additional and/or deleted dwelling units and Township Miles. Fuel Adjustment will be calculated monthly in accordance with 8.C. above.

**20. Award Criteria**

The Contract(s) shall be awarded only to the lowest responsive and responsible bidder(s) deemed to be qualified to provide the services specified. As the interest of the Township may require, the right is reserved to make award/s by individual services (i.e. MSW collection and/or Recyclable Material collection), "ALL or NONE", to award to one or more vendors, to reject any or all bids, to waive any minor irregularity in bids, and, at the Township's sole discretion, to re-bid the requested services. Notwithstanding the above, the Township anticipates awarding only one Contract.

Bids will be evaluated using the following evaluative criteria:

- Contractor's ability to meet the MSW and Recyclable Material collection, delivery, and disposal requirements described in Section 8.A, 8.B, and 8.C.
- Contract Price: 3-year Contract Price August 1, 2019 through July 31, 2022.
- Local equipment storage and maintenance yard.
- Appearance and condition of fleet and facilities.
- Company successfully provides similar services to neighboring Chester County communities.

**END OF INSTRUCTIONS**



UPPER UWCHLAN TOWNSHIP  
Residential MSW and Recyclable Materials Collection  
August 1, 2019 – July 31, 2022

PROPOSAL FORM  
SIGNATURE PAGE AND AGREEMENT

Submitted by:

\_\_\_\_\_  
(Firm Name) PLEASE PRINT

\_\_\_\_\_  
(Authorized Representative) PLEASE PRINT

Date:

To: Upper Uwchlan Township  
Cary B. Vargo, Township Manager  
140 Pottstown Pike  
Chester Springs, PA 19425

After examining all parts of this project for providing the collection services for Municipal Solid Waste and Recyclable Materials for Upper Uwchlan Township, we understand these specifications and hereby propose to furnish said services in strict accordance with all specifications for the sum indicated below.

**Dwelling Units:** 3,240

	Year 1 (8/19 - 7/20)	Year 2 (8/20 – 7/21)	Year 3 (8/21 – 7/22)	Total 3 - Year Contract
A. Once per week residential MSW pick-up using Township provided 48-, 64- and 96-gallon wheeled cart; Once per month bulk item pick-up; Thirty-six (36) leaf and yard waste collections; Dumpsters (2) for leaf and yard waste drop-off; Dumpsters as described in Section 8.K.	\$	\$	\$	\$
Once per week single stream recycling pick-up using Township provided 48-, 64- and 96-gallon wheeled cart.	\$	\$	\$	\$
B. Alternate Item Appliances containing refrigerant, per unit	\$	\$	\$	\$

**Alternative 3-Year contract with (2) 1-Year contract extensions**

	Total - 3 Years (8/19 – 7/22)	Year 4 (8/22 - 7/23)	Year 5 (8/23 – 7/24)
A. Once per week residential MSW pick-up using Township provided 48-, 64- and 96-gallon wheeled cart; Once per month bulk item pick-up; Thirty-six (36) leaf and yard waste collections; Dumpsters (2) for leaf and yard waste drop-off; Dumpsters as described in Section 8.K.	\$	\$	\$
Once per week single stream recycling pick-up using Township provided 48-, 64- and 96-gallon wheeled cart.	\$	\$	\$
B. Alternate Item Appliances containing refrigerant, per unit	\$	\$	\$

In submitting this proposal, it is understood that it is the right of the Municipality to reject any and all proposals or parts thereof, or waive any informalities or technicalities in said proposals.

This proposal shall remain firm for at least one hundred and twenty (120) days after Bid Opening.

Accompanying this proposal is a Bid Bond (  ) or certified check (  ) in the amount of \$ \_\_\_\_\_, which equals 10% of the "Total 3-Year Contract" amount.



**UPPER UWCHLAN TOWNSHIP**  
**Residential MSW & Recyclable Materials Collection**  
**August 1, 2019 – July 31, 2022**

Signed:

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Firm Name

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Authorized Representative

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Print Name – Representative

Address:

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Phone Number:

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Email Address:

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Website:

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STATE OF ) SS:  
COUNTY OF )

I, \_\_\_\_\_, being duly sworn according to law, upon my oath depose and say:

I am the \_\_\_\_\_ of \_\_\_\_\_  
(Title) (Firm's Name)

the Bidder herein, and I am duly authorized to respond to the foregoing questions on behalf of said Bidder.

I have read the foregoing questions and the answers which I have submitted in response thereto are true and correct in all respects to the best of my knowledge, information and belief.

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Name \_\_\_\_\_

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## Title

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## Company

Sworn and subscribed to before me this

\_\_\_\_ day of \_\_\_\_\_, 2019.

---

## Notary Public

SEAL

## **BIDDER'S AFFIDAVIT**

STATE OF ) SS:  
COUNTY OF )

I, \_\_\_\_\_, being duly sworn, deposes that he/she resides at \_\_\_\_\_ and that he/she is the \_\_\_\_\_ of \_\_\_\_\_.  
(Title) (Firm's Name)

I am duly authorized to sign the bid and the bid is the true offer of the bidder, that the seal attached thereto is the seal of the bidder, and that each, every and all declarations and statements contained in the bid and any and all affidavits, questionnaires and documents submitted pursuant to the proposal for bids are true to the best of my knowledge and belief.

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Affiant

Sworn and subscribed to before me this

\_\_\_\_ day of \_\_\_\_\_, 2019.

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## Notary Public

SEAL

## NON-COLLUSION AFFIDAVIT

STATE OF ) SS:  
COUNTY OF )

I, \_\_\_\_\_ being duly  
Affiant

Sworn, deposes and says that I am \_\_\_\_\_  
(sole owner, a partner, president, secretary, etc.)

of \_\_\_\_\_  
**Bidder's Name**

The party making the foregoing bid; that such bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived, or agreed directly or indirectly, with any bidder or person, to put in a sham bid, or that such other person shall refrain bidding, and has not in any manner, directly or indirectly, sought by agreement of collusion or communication of conference with any person, to fix the bid price of Affiant or other bidder, or to fix overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the person interested in the proposed contract; and that all statements contained in such bid are true; and further such bidder has not directly or indirectly submitted this bid, or that the contents thereof, or divulged information or data relative thereto to any association of to any member or agent thereof.

Affiant

Sworn and subscribed to me before me this

\_\_\_\_\_ day of \_\_\_\_\_, 2019.

## Notary Public

SEAL

## **BIDDERS QUESTIONNAIRE**

Each bidder shall provide the following information as an integral part of his or her bid; failure to answer all questions will render such bid as irregular and non-responsive.

- a. How many years' experience has your organization (bidder and/or bidder's parent subsidiary affiliated corporations) had in the collection of refuse in Municipalities? \_\_\_\_\_
- b. List five (5) Municipalities you or your organization are now providing collection services for, the number of units serviced in each Municipality and the names of the responsible Municipal Official in each to whom you report:

<b>Municipality</b>	<b>Number of Units Serviced</b>	<b>Report To</b>

- c. Provide address of storage and maintenance yard for equipment to be used for collection services in Upper Uwchlan Township.  
\_\_\_\_\_
- d. Who provides preventative maintenance and repair to the vehicles to be used for collection services in Upper Uwchlan Township, and where does this activity occur?  
\_\_\_\_\_
- e. Provide a detailed description/schedule of the preventative maintenance performed on all collection vehicles to be used for collection services in Upper Uwchlan Township.  
\_\_\_\_\_
- f. Indicate the local telephone number for your office, which will be available to receive calls from Township Officials  
\_\_\_\_\_
- g. Indicate the local telephone number for your office, which will be available to receive calls from Township Residents  
\_\_\_\_\_
- h. What equipment do you intend to obtain and use for the performance of the service contract? All equipment proposed to be used shall be no more than four (4) years old at the commencement of this contract. (Please complete the attached Equipment List Sheet).  
\_\_\_\_\_
- i. Have you or your organization, or any partners or officers thereof, failed to complete a Municipal Collection Contract or defaulted under any such contract? If so, where?  
\_\_\_\_\_
- j. Is your company associated with any other companies directly and/or indirectly? Yes \_\_\_\_\_  
No \_\_\_\_\_ If so, give details.  
\_\_\_\_\_
- k. Did you or your organization, or any partners or officers thereof, when the lowest bidder on a Municipal Collection Contract withdraw your bid, his or its bid? If so, for what reason?  
\_\_\_\_\_

- I. Did you or your organization, or any partners or officers thereof, when the lowest bidder on a Municipal Collection Contract, attempt to sell such bid? If so, for what reason?  
\_\_\_\_\_
- m. Have you or your organization, or any partners or officers thereof, been a party to any law suits or legal actions, whether of a civil or criminal nature, arising out of or involving bid contracts or the performance thereof? If so, give details, including the name and address of each judgment creditor; and the amount of each judgment.

By responding to this Request For Proposal and submitting a bid for consideration, Bidder grants Upper Uwchlan Township representatives permission to visit and inspect both the storage and maintenance yard as well as all vehicles to be used for collection services in Upper Uwchlan Township.

Dated: \_\_\_\_\_

Bidder: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

## EQUIPMENT LIST

### VEHICLES:

YEAR	MAKE	TYPE (automated side-loading, rear-loading, etc.)	CAPACITY (Cubic Yards)
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____
6.	_____	_____	_____

### OTHER EQUIPMENT USED TO PERFORM UNDER THIS SERVICE CONTRACT:

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Bidder: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

## AFFIRMATIVE ACTION AFFIDAVIT

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS:

I, \_\_\_\_\_, being duly sworn, depose and say that I reside at  
(Name of Affiant)

\_\_\_\_\_, and that I am the \_\_\_\_\_ of  
(Title)  
\_\_\_\_\_.  
(Name of Company)

In such capacity and for and on behalf of \_\_\_\_\_ it is hereby affirmed and  
agreed as follows:

1. \_\_\_\_\_ will not discriminate against an employee or applicant for employment  
(Name of Bidder)  
because of age, race, creed, color, national origin, ancestry, marital status or gender.
2. \_\_\_\_\_ will take affirmative action to insure all applicants are  
(Name of bidder)  
recruited and employed and that the employees are treated during employment without  
regard to their age, race, creed, color, national origin, ancestry, marital status or gender.  
Such action shall include, but shall not be limited to the following: employment, upgrading,  
demotion, or transfer; recruitment or recruitment advertising, layoff or termination rates of  
pay or other forms of compensation, and selection for training, including apprenticeship.
3. \_\_\_\_\_ will in all solicitations or advertisements for employees  
(Name of Bidder)  
placed by or on behalf of \_\_\_\_\_, state all qualified applicants will  
receive consideration for employment without regard to age, race, creed, color, national  
origin, ancestry, marital status or gender.

\_\_\_\_\_  
Affiant

\_\_\_\_\_  
Name of Company

Sworn and subscribed to before me this

\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public

SEAL

**AFFIANT RE:**

## ACCEPTING OF THE WORKER'S COMPENSATION ACT

STATE OF \_\_\_\_\_ ) SS: \_\_\_\_\_  
COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_, being duly sworn according to law deposes and says that they have/he has/ it has accepted the provisions of the Workmen's Compensation Act of 1915 of the Commonwealth of Pennsylvania, with its supplements and amendments, and has insured his/their/it's liability there under in accordance with the terms of said Act with \_\_\_\_\_.

---

**Contractor**

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**Signature**

Sworn and subscribed to before me this

day of , 2019.

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## Notary Public

SEAL