



UPPER UWCHLAN TOWNSHIP
JOINT BOARDS & COMMISSIONS
WORKSHOP
April 11, 2023
4:00 p.m.

AGENDA

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

- I. Call to Order
 - A. Salute to the Flag
 - B. Moment of Silence
 - C. Inquire if any Attendee plans to audio or video record the Workshop
- II. Boards & Commissions Updates
 - A. Emergency Management Planning Commission - Byron Nickerson, Chair, EMC
 - 1. Presentation ~ past and future activities
 - B. Environmental Advisory Council – Neil Phillips, Chair
 - 1. Update of existing and proposed projects
 - C. Historical Commission – Vivian McCardell, Chair
 - D. Municipal Authority – Matt Brown, Authority Administrator
 - 1. Capital Projects
 - a) Sanitary Sewer System Extensions
 - b) Route 100 Treatment Plant Phase 3
 - 2. Township-Wide Act 537 Plan
 - 3. Disposal Area Acquisition
 - 4. Securing Disposal Area Landscape Grant
 - E. Park & Recreation Board – Sushila Subramanian, Chair
 - F. Planning Commission – Sally Winterton, Chair
 - 1. Comprehensive Plan
 - G. Technology Advisory Board – Ric Bassler, Chair
 - H. Zoning Hearing Board – Jim Greaney, Chair
- III. Marsh Creek Watershed Protection Program ~ Bid results, consider Contract award
- IV. Sunoco Road Bond, Eagle Pump Station ~ Settlement Agreement & Release ~ review
- V. Departmental Goals for 2023 ~ review
- VI. Open Session
- VII. Adjournment



YOUR GOALS. OUR MISSION.

MEMORANDUM

To: Upper Uwchlan Township Board of Supervisors
140 Pottstown Pike
Chester Springs, PA 19425 (sent via email)

From: Paul F. Boettlinger, P.E., T&M Associates

Date: March 6, 2023

RE: Re-Bid Evaluation
Marsh Creek Watershed Protection Project
Upper Uwchlan Township, Chester County, PA
Project NO. UPUW 00052

As requested, we have reviewed the bids submitted to the Township and publicly opened on March 1, 2023, for the above referenced project with the following results:

<u>G&B Construction</u>	
Base Bid - Mobilization/Demobilization	\$38,000.00
Base Bid – Aubrey Circle Basin	\$198,883.10
Base Bid – Heather Hill Basin	\$169,506.00
Bid Add/Alternate A – Aubrey Circle Basin	\$55,090.00
<u>Bid Total</u>	<u>\$461,479.10</u>

Based on the attached bid evaluation that is summarized above, G&B Construction is the lowest responsive bidder for the project. It is therefore recommended that the Board of Supervisors authorize T&M Associates to issue a Notice of Intent to Award to G&B Construction for the bid total cost of **\$461,479.10**.

Final awarding of the contract is contingent upon the successful execution of the contract documents by G&B Construction within ten (10) days of the issuance of the Notice of Intent to Award.

Should you have any questions regarding this matter please do not hesitate to contact me at this office.

Encl: Bid Tabulation

Cc: Tony Scheivert, Township Manager
Kristin S. Camp, Buckley, Brion, McGuire & Morris LLP, Township Solicitor
W. Chris McClure, PE, CME, T&M Associates
Andrea Ambrus, G&B Construction

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RE-BID TABULATION

MARSH CREEK WATERSHED PROTECTION PROJECT

UPPER UWCHLAN TOWNSHIP, CHESTER COUNTY, PENNSYLVANIA

NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	G&B CONSTRUCTION	
				UNIT COST	TOTAL COST
100	MOBILIZATION / DEMOBILIZATION (LUMP SUM FOR ALL LOCATIONS)	LS	1	\$ 38,000.00	\$ 38,000.00
	BASE BID - AUBREY CIRCLE BASIN				\$ 198,883.10
200	SOIL EROSION & SEDIMENT CONTROL	LS	1	\$ 3,500.00	\$ 3,500.00
201	CLEARING AND GRUBBING	LS	1	\$ 2,400.00	\$ 2,400.00
202	SPLIT RAIL FENCE & GATE	LF	455	\$ 45.00	\$ 20,475.00
203	ROUGH GRADE SITE, UNCLASSIFIED EXCAVATION (CUT/FILL)	CY	1,318	\$ 16.95	\$ 22,340.10
204	EXPORT EXCESS EXCAVATION MATERIAL	CY	1,294	\$ 55.00	\$ 71,170.00
205	FOREBAY - R5 RIP RAP	CY	195	\$ 12.00	\$ 2,340.00
206	4" DIA. WRAPPED PERFORATED HDPE UNDERDRAIN	LF	434	\$ 25.00	\$ 10,850.00
207	TYPE M INLET	EA	1	\$ 7,500.00	\$ 7,500.00
208	TRASH RACK	EA	1	\$ 5,000.00	\$ 5,000.00
209	LAWN RESTORATION (4" TOPSOIL, RAKE, SEED, MULCH & WATER)	SY	2,667	\$ 4.00	\$ 10,668.00
210	INFILTRATION TRENCH MEDIA	CY	677	\$ 52.00	\$ 35,204.00
211	CLASS 1 NON-WOVEN GEOTEXTILE	SY	812	\$ 3.00	\$ 2,436.00
212	RETROFIT EXISTING OUTLET STRUCTURE	EA	1	\$ 5,000.00	\$ 5,000.00
	BASE BID - HEATHER HILL DRIVE BASIN				\$ 169,506.00
300	SOIL EROSION & SEDIMENT CONTROL	LS	1	\$ 3,500.00	\$ 3,500.00
301	CLEARING AND GRUBBING	LS	1	\$ 2,400.00	\$ 2,400.00
302	SPLIT RAIL FENCE & GATE	LF	550	\$ 45.00	\$ 24,750.00
303	ROUGH GRADE SITE, UNCLASSIFIED EXCAVATION (CUT/FILL)	CY	477	\$ 160.00	\$ 76,320.00
304	EXPORT EXCESS EXCAVATION MATERIAL	CY	427	\$ 55.00	\$ 23,485.00
305	FOREBAY - R5 RIP RAP	CY	226	\$ 12.00	\$ 2,712.00
306	TRASH RACK	EA	2	\$ 5,000.00	\$ 10,000.00
307	LAWN RESTORATION (4" TOPSOIL, RAKE, SEED, MULCH & WATER)	SY	3,739	\$ 4.00	\$ 14,956.00
308	INFILTRATION TRENCH MEDIA	CY	63	\$ 52.00	\$ 3,276.00
309	CLASS 1 NON-WOVEN GEOTEXTILE	SY	239	\$ 3.00	\$ 717.00
310	12" ORFICE STAND PIPE	EA	2	\$ 1,000.00	\$ 2,000.00
311	RETROFIT EXISTING OUTLET STRUCTURE	EA	1	\$ 5,390.00	\$ 5,390.00
	BID ADD/ALTERNATE A - AUBREY CIRCLE BASIN				\$ 55,090.00
900	24" HDPE PIPE	LF	182	\$ 245.00	\$ 44,590.00
901	PENNDOT TYPE 4 STORMWATER MANHOLE	EA	2	\$ 5,000.00	\$ 10,000.00
902	FLARED END SECTION	EA	1	\$ 500.00	\$ 500.00
				BID TOTAL	\$ 461,479.10

SETTLEMENT AGREEMENT & RELEASE – Upper Uwchlan Twp.

This **SETTLEMENT AGREEMENT & RELEASE** (the "Agreement") is made this _____ day of _____, 2023 (the "Execution Date") by and between **SUNOCO PIPELINE L.P.**, a limited partnership with principal offices located at 525 Fritztown Road, Sinking Spring, Pennsylvania 19608, its successors and assigns ("Sunoco Pipeline") and **UPPER UWCHLAN TOWNSHIP**, with principal offices at 140 Pottstown Pike, Chester Springs, Chester County, Pennsylvania 19425 (the "Municipality").

BACKGROUND

A. Sunoco Pipeline and the Municipality entered into a Road Bond Agreement dated February 20, 2017 (the "Municipality Agreement") pursuant to which Sunoco Pipeline is permitted to use certain roads as set forth in the Municipality Agreement as needed during Sunoco Pipeline's construction of its Mariner East 1 Pipeline ("ME-1") and Mariner East 2 Pipeline ("ME-2"). The Municipality Agreement also establishes certain maintenance, repair and financial obligations of Sunoco Pipeline including the posting of bonds numbered 019047883 and 019057712 in the amounts of \$367,900.00 and \$500,000.00, respectively (together, the "Bonds") to secure Sunoco Pipeline's maintenance and repair of certain roads pursuant to the Municipality Agreement, which Bonds remains in place.

B. Sunoco Pipeline has completed construction of ME-1 and ME-2 in the Municipality and no longer needs to utilize the roads identified in the Municipality Agreement (the "Roads").

C. Sunoco Pipeline and the Municipality agree that Sunoco Pipeline has made all necessary repairs to the Roads and there are no additional repairs to the Roads that are required by the terms of the Municipality Agreement.

D. For the foregoing reasons and the Municipality's full and final release of all claims as described herein, the parties have agreed to terminate the Municipality Agreement and release the Bonds.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and intending to be legally bound hereby, Sunoco Pipeline and the Municipality agree as follows:

1. **RECITALS.** The background paragraphs recited above are incorporated by reference as if fully set forth herein.

2. **USE OF ROADS/INSPECTION.** As of the Execution Date, Sunoco Pipeline shall cease the use of the Roads via any vehicular travel that would require the posting of a bond to haul over any of the Roads. Further, the parties acknowledge and agree that as of the Execution Date, the parties have inspected the Roads and agree that there are no unrepaired damages caused by Sunoco Pipeline's use of the Roads.

3. **REPAIR & RESTORATION OF THE ROADS.** The Municipality, at its sole cost, shall conduct and be responsible for any and all future repairs to and restoration of the Roads, including any ongoing maintenance. Sunoco Pipeline shall have no further obligations respecting the Roads, financially or otherwise, including but not limited to ongoing maintenance, cleaning or any repairs to or restoration of the Roads for any reason.

4. **TERMINATION OF MUNICIPALITY AGREEMENT.** As of the Effective Date, the Municipality Agreement is hereby terminated as it relates to the Roads with no party having any further liability or responsibility to the other regarding the same.

5. **RELEASE OF THE BONDS.** Within fifteen (15) days of the Effective Date, the Municipality shall take all actions necessary to release the Bonds.

6. **RELEASE BY THE MUNICIPALITY.** The Municipality releases and discharges Sunoco Pipeline and its predecessors, successors, assigns, agents, directors, officers, shareholders, parents, subsidiaries, affiliates, managers, and employees (the “**Sunoco Parties**”), from, and hereby waives, any and all claims, damages, demands, causes of action, losses and expenses of every nature, including those claims which were raised or could have been raised, including but not limited to those, under the Municipality Agreement, and all claims relating to damage to the Roads resulting from construction of the ME-1 and ME – 2 and/or Sunoco Pipeline’s use of the Roads.

7. **NO ADMISSION OF WRONGDOING.** This Agreement shall not be considered as an admission of wrongdoing on the part of Sunoco Pipeline.

8. **CONFIDENTIALITY.** Sunoco Pipeline and the Municipality agree that the terms of this Agreement shall remain confidential, except where disclosure is required by law or order of court. The Municipality will not disclose any information concerning this Agreement to any person or entity, except that the Municipality may disclose the terms of this Agreement to those attorneys or accountant who, in the Municipality’s good faith judgment, have a need to know such information. Sunoco Pipeline will not disclose any information concerning this settlement to any person or entity, except that Sunoco Pipeline may disclose the terms of this Agreement to those employees, officers, directors, attorneys or accountants who, in Sunoco Pipeline’s good faith judgment, need to know such information.

9. **AUTHORITY TO EXECUTE; BINDING EFFECT.** The Municipality and Sunoco Pipeline each respectively affirm on behalf of themselves that all actions as are necessary to approve this Agreement have been taken by them, and no further actions are necessary in order to authorize, approve or effectuate this Agreement. The Municipality and Sunoco Pipeline each respectively affirm that they have caused this Agreement to be executed by their duly authorized representatives.

10. **GOVERNING LAW.** All matters arising under or in connection with this Agreement shall be governed and determined by the laws of the Commonwealth of Pennsylvania.

11. **ENTIRE AGREEMENT.** This Agreement contains the entire understanding between the parties hereto and its terms are contractual, and not a mere recital. This Agreement may be amended or modified only by a written instrument duly executed by each of the parties hereto.

12. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which for all purposes shall be deemed to be original and all of which taken together shall constitute one and the same Agreement.

13. **EFFECTIVE DATE.** This Agreement is an agreement between a public utility and a municipal corporation that must be filed with the Pennsylvania Public Utility Commission (the “**Commission**”) at least thirty (30) days prior to the Agreement’s effective date in order to be legally valid and binding, as set forth in 66 Pa. C.S. § 507. The parties agree that this Agreement shall be filed by Sunoco Pipeline with the Commission within twenty (20) calendar days after the Execution Date. The parties further agree to fully support this Agreement in any proceeding instituted by the Commission concerning this Agreement, and to refrain from taking any position before the Commission that is contrary to, or inconsistent with, the terms and conditions of this Agreement. The parties further acknowledge and agree that the “**Effective Date**” of this Agreement shall be (i) the date which is fifty (50) calendar days after the Execution Date or (ii) if the Commission opens an inquiry of the Agreement, the date the Commission approves the Agreement.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have executed this Settlement Agreement & Release, the day and year first above written.

WITNESS:

SUNOCO PIPELINE:
Sunoco Pipeline L.P.

By: Energy Transfer Operations GP LLC, its
general partner

Name:

By: _____
Name: Mark Vedral
Title: Sr. Director, Land & Right-of-Way

WITNESS:

MUNICIPALITY:
Upper Uwchlan Township

Name:

By: _____
Name:
Title: