## TOWNSHIP OF LOWER NAZARETH NORTHAMPTON COUNTY, PENNSYLVANIA

RESOLUTION NO. LNT-23-25

# A RESOLUTION AUTHORIZING EXECUTION OF AN INTERMUNICIPAL COOPERATION AGREEMENT BETWEEN LOWER NAZARETH TOWNSHIP AND EAST ALLEN TOWNSHIP

WHEREAS, Township Line Road is a road owned by both Lower Nazareth
Township and East Allen Township; and

WHEREAS, Township Line Road's condition has continued to deteriorate due to traffic use and poor original construction; and

**WHEREAS**, the Board of Supervisors for both municipalities desire to create a safe network of local roads for the safety of the traveling public; and

WHEREAS, it would greatly benefit the health, safety, and welfare of the traveling public to reconstruct the length of Township Line Road from the border line of Hanover Township, Northampton County, to the intersection of Silvercrest Road, which represents approximately one and three-quarters miles of local road; and

WHEREAS, Lower Nazareth Township and East Allen Township intend to apply for a DCED Multi-Modal Grant in the 2025 grant cycle for 100% of the estimated cost of reconstruction of Township Line Road from the Hanover Township line to the intersection of Silvercrest Road; and

**WHEREAS**, Lower Nazareth Township and East Allen Township wish to allocate responsibility for submission of the aforesaid Grant Application and assumption of costs of the project.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Supervisors of Lower Nazareth Township, that the Intermunicipal Cooperation Agreement Between Lower Nazareth Township and East Allen Township, attached hereto and marked Exhibit "A," be approved and the Chairman of the Board of Supervisors is authorized to execute the Agreement.

**DULY RESOLVED** the 9<sup>th</sup> day of July, 2025, by the Board of Supervisors of Lower Nazareth Township.

LOWER NAZARETH TOWNSHIP BOARD OF SUPERVISORS

BY:

JAMES PENNINGTON, Chairman

ATTEST:

Secretary

### INTERMUNICIPAL COOPERATION AGREEMENT BETWEEN LOWER NAZARETH TOWNSHIP AND EAST ALLEN TOWNSHIP

This Agreement shall be by and between Lower Nazareth Township, a Second-Class Township with their primary office located at 623 Municipal Drive, Nazareth, Pennsylvania 18064 and East Allen Township, a Second-Class Township with their primary office located at 5344 Nor-Bath Blvd., Northampton, Pennsylvania 18067.

**WHEREAS**, Township Line Road is a road owned by both Lower Nazareth Township and East Allen Township; and

WHEREAS, Township Line Road's condition has continued to deteriorate due to traffic use and poor original construction; and

WHEREAS, the Board of Supervisors for both municipalities desire to create a safe network of local roads for the safety of the travelling public; and

WHEREAS, it would greatly benefit the health, safety, and welfare of the travelling public to reconstruct the length of Township Line Road from the border line of Hanover Township, Northampton County to the intersection of Silvercrest Road, which represents approximately one and three-quarters miles of local road.

**NOW, THEREFORE**, the parties hereby enter into a cooperation agreement as follows for the benefit of the mutual municipal residents and the safety of the traveling public:

- Project Description: the reconstruction of Township Line Road from the Hanover Township line to the intersection of Silvercrest Road.
- 2. <u>Title</u>: The working title for the project is Township Line Road Reconstruction.

3. Funding and Budget. Lower Nazareth Township shall apply for a DCED Multi-Modal Grant in the 2025 grant cycle for 100% of the estimated cost of the project.

The cost estimate is attached as Exhibit A to this agreement and is incorporated herein by reference. In the event that funding is awarded; however, such funding is not sufficient to cover the entire project, Lower Nazareth Township and East Allen Township each agree to pay one-half (1/2) of the costs in excess of the awarded grant funding.

The foregoing notwithstanding, either party may terminate this Agreement and / or opt out of participation in the event that funding is not sufficient to cover the entire project and the Parties cannot agree on cost-sharing.

- 4. Project Administration: Lower Nazareth Township shall bear the responsibility of submitting a grant application to the Multi-Modal program. Upon receiving a grant, Lower Nazareth Township shall be responsible for the preparation of bid specifications subject to review and approval by the East Allen Township Engineer. The East Allen Township Engineer shall not unreasonably withhold approval of the bid specifications. The final bid award to the lowest qualified bidder shall be subject to review and approval by both municipalities. The administration of the construction project shall be administered by Lower Nazareth Township as the grantee. The East Allen Township engineer shall be responsible for inspection of the construction as it pertains to the portion of the road in East Allen Township.
- Technical Specifications: The project shall involve the road reconstruction of the portion of Township Line Road from the border line with Hanover Township, Northampton County to the intersection of Silvercrest Road.

6. <u>Rights and Responsibilities</u>: Both municipalities shall work cooperatively for the benefit of the travelling public during the course of this project. No party may unreasonably withhold its approval of any particular key element of the project.

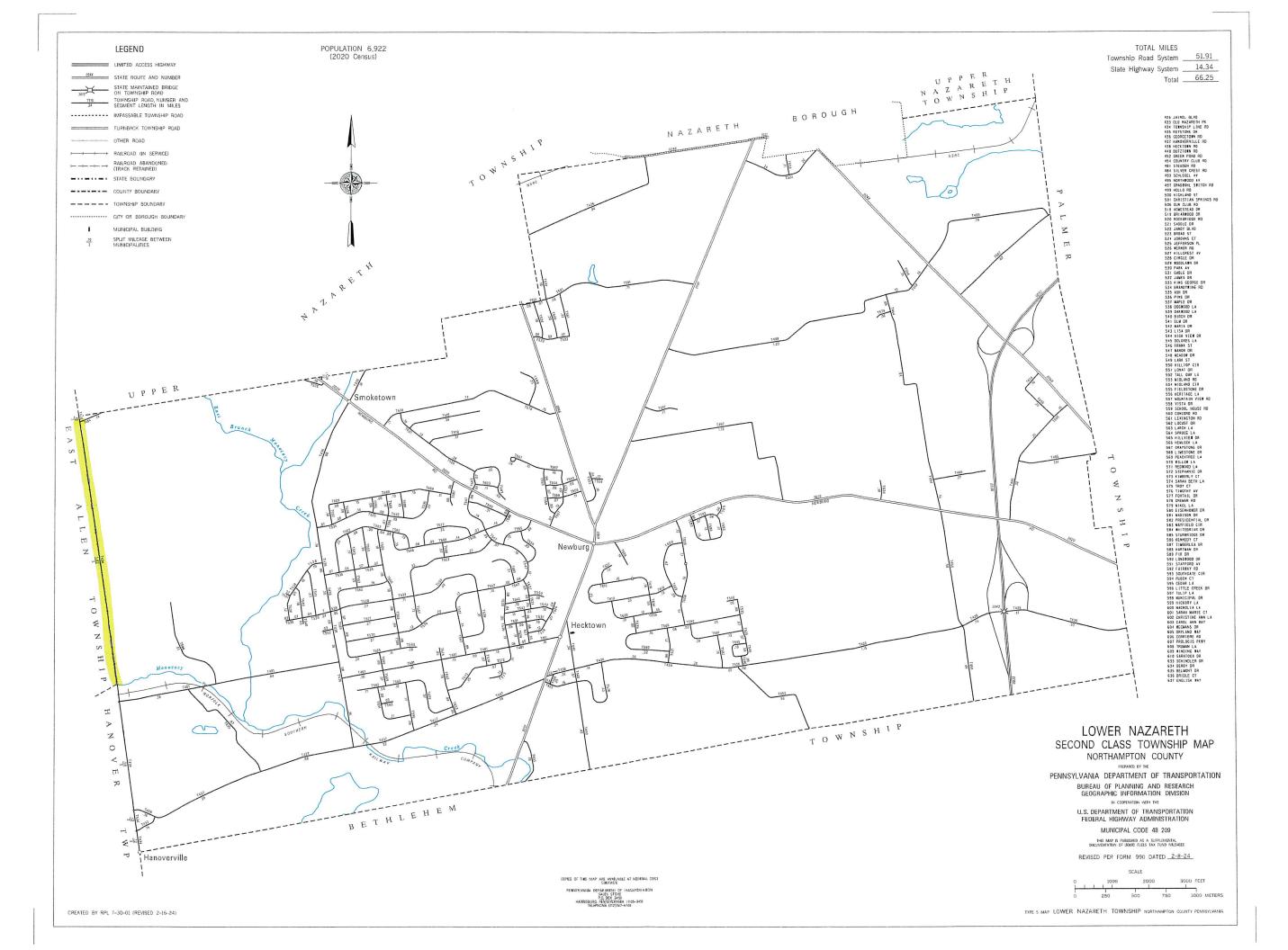
### 7. Warranties and Indemnifications

- a. Each municipality represents and warrants that it has the full right and power to enter into this agreement and that it is fully ready, willing, and able to perform all its obligations hereunder.
- b. Each party shall indemnify the other against any and all claims, damages, liabilities, losses, costs, and expenses (including reasonable attorney's fees) arising out of this project. Each party shall provide the other party with prompt written notice of any such claims of which the first party is aware, and the parties shall cooperate in the defense and resolution of such claims.
- 8. This Agreement shall terminate in the event that funding is not provided through the PA DCED for the project.
- 9. Lower Nazareth Township shall provide copies of all documents related to the project for East Allen Township's records.
- 10. No waiver or modification of any of the terms of this agreement will be valid unless in writing. No waiver by either party of a breach hereof or default hereunder will be deemed a waiver by such party of any subsequent breach or default.
- 11. If any particular term, covenant, or provision of this agreement is determined to be invalid or unenforceable, the invalidity or unenforceability thereof will not affect the remaining provisions of this agreement, which will nevertheless remain in full force and effect.

12. Performance under this contract shall be conducted in a reasonable manner of time. 13. This agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all pre-existing agreements and understandings between them with respect thereto. 14. This agreement is to be governed for all purposes by and construed in accordance with the laws of the Commonwealth of Pennsylvania, and the venue is to lie exclusively in the courts of appropriate jurisdiction. Pennsylvania. **DULY ADOPTED**, this day of , 2025, by a majority of the Board of Supervisors of the Township of East Allen, Northampton County, Commonwealth of Pennsylvania. LOWER NAZARETH TOWNSHIP **BOARD OF SUPERVISORS** ATTEST: EAST ALLEN TOWNSHIP **BOARD OF SUPERVISORS** ATTEST:

Roger Unangst, Chairman

Township Secretary



# FULL-DEPTH ROADWAY RECONSTRUCTION

TOWNSHIP LINE RD- FULL DEPTH ROADWAY RECONSTRUCTION (BASED ON 21' AVG ROADWAY WIDTH)

Project No.: 247000

LOWER NAZARETH TOWNSHIP / EAST ALLEN TOWNSHIP Location:



Date:	7/7/2025	Oll Engin	inoon	Comp	to Cat	20
CALC:	JMC	ou rugu	ובבוח	Carron Engineering Corporation	1111	100
CHK:	DW					
PennDOT	Daconintion	Ousntity	Hait	I Init Drice		Total Drice
Item No.	HONDINGS	Qualiticy		CHILL LINE		John File
0605-0001	0605-0001   MOBILIZATION	1	EA	\$ 10,000.00	\$	10,000.00
0901-0001	0901-0001   MAINTENANCE AND PROTECTION OF TRAFFIC DURING CONSTRUCTION	1	rs	\$ 10,000.00 \$	\$	10,000.00
0203-0001	0203-0001   CLASS 1 EXCAVATION	6,355	Շ	\$ 35.00	\$	222,425.00
0313-0424	0313-0424 SUPERPAVE ASPHALT MIXTURE DESIGN, BASE COURSE, PG 64S-22, 0.3 TO <3 MILLION ESALS, 25 MM MIX, 5"	18,333	SY	\$ 39.00	\$	714,987.00
0350-0106	0350-0106   SUBBASE 6" DEPTH (NO. 2A)	18,333	SY	\$ 18.00	\$	329,994.00
0413-0246	SUPERPAVE ASPHALT MIXTURE DESIGN, WEARING COURSE, PG 64S-22, 0.3 TO <3 MILLION ESALS, 9.5 MM MIX, 1.5" DEPTH, SRL-G	18,333	SY	\$ 20.00 \$	\$	366,660.00
0962-1000	0962-1000 4" WATERBORNE	15,000	LF	\$ 0.75	<b>ئ</b>	11,250.00
0962-1005	0962-1005   4" WATERBORNE	15,000	LF	\$ 0.75	\$	11,250.00
0605-2780	0605-2780 TYPE "M" FRAME AND GRATE	10	EA	\$ 1,650.00	\$	16,500.00
0605-2850	0605-2850   STANDARD INLET BOX, HEIGHT <=10', WITH TYPE M INLET TOP	10	EA	\$ 3,500.00	\$	35,000.00
0601-0313	0601-0313 18" THERMOPLASTIC PIPE, GROUP 1, 15'-1.5' FILL	200	LF	\$ 150.00	\$	30,000.00
0931-0001	0931-0001 POST MOUNTED SIGNS, TYPE B	20	SF	\$ 125.00	\$	6,250.00
	TREE REMOVAL	5	EA	\$ 2,500.00 \$	\$	12,500.00
	DRIVEWAY ADJUSTMENTS (5' x 20' SECTION)	20	EA	\$ 1,500.00 \$	\$	30,000.00



1,806,816.00 Subtotal =

90,340.80 5% Contingency =

10% Engineering/Construction Inspection =

ESTIMATED CONSTRUCTION COST = \$ 2,077,838.40

NOTES:

THIS ESTIMATE DOES NOT INCLUDE THE FOLLOWING:

- UTILITY RELOCATION AND/OR CONSTRUCTION COSTS.

- RIGHT-OF-WAY ACQUISITION.

QUANTITIES BASED ON A ROADWAY 22' WIDE (9' LANES WITH 2' SHOULDERS) 7