

UPPER PROVIDENCE TOWNSHIP

RESOLUTION 2024-24

A RESOLUTION APPROVING AN AMENDMENT TO THE INTERMUNICIPAL COOPERATION PAVING AGREEMENT APPROVED BY RESOLUTION 2024-22 AND AUTHORIZING THE EXECUTION OF SUCH AMENDED AGREEMENT

BE IT RESOLVED, by Upper Providence Township (the "Municipality"), that the amendment to a certain Intermunicipal Cooperation Agreement by and among the Municipality, the Township of Nether Providence and the County of Delaware relating to cost sharing for paving work on S. Ridley Creek Road, is hereby approved, and the appropriate officers of the Municipality and hereby authorized and directed to execute such Amended Agreement by and on behalf of the Municipality.

IN WITNESS WHEREOF, this Resolution is approved as of the 11th day of June, 2024.

Upper Providence Township
TOWNSHIP OF NETHER PROVIDENCE

By: Kimberly Fremont
Kimberly Fremont, Vice Chairperson of Township
Council

ATTEST:

By: Mareile Watson
Mareile Watson, Interim Township Secretary

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INTERMUNICIPAL COOPERATION PAVING AGREEMENT

This INTERMUNICIPAL COOPERATION PAVING AGREEMENT (this "Agreement") is made by and among the Township of Upper Providence (the "UP Township"), the Township of Nether Providence (the "NP Township") and the County of Delaware (the "County").

WHEREAS, in connection with the reconstruction of the Manchester Road bridge by the County, traffic has been detoured down S. Ridley Creek Road from NP Township into UP Township, with resulting deterioration on the sides of the roads from the additional traffic; and

WHEREAS, the parties have met for purposes of discussing a fair and equitable allocation of costs for repairing S. Ridley Creek Road among the parties; and

WHEREAS, since NP Township has an active paving program in effect at the time of this Agreement and a paving contractor under contract at present, NP Township will undertake responsibility for repaving S. Ridley Creek Road under such contract; and

WHEREAS, the parties desire to memorialize their agreement as to how costs for this project will be allocated.

WHEREAS, municipalities are authorized to enter into intermunicipal cooperation agreements pursuant to 53 P.S. 2301, et seq., and such agreements are required to be approved by ordinances or resolutions of the governing bodies of the municipalities; and

NOW, THEREFORE, the parties hereto, in consideration of the foregoing, intending to be legally bound, hereby agree as follows:

1. Paving. NP Township shall direct its paving contractor (A.F. Damon) to restore the base layer and pave such portion of S. Ridley Creek Road as is indicated on the map attached hereto as Exhibit "A.". NP Township shall also direct A.F. Damon to separately account for and prepare a separate invoice for the work done hereunder. The exact cost for the work shall be determined based on the bid awarded for the 2024 Road Paving Program and will break out separate costs for base restoration and for paving.

3. Supervision and Inspection. NP Township shall be responsible for the supervision and inspection of the paving work to ensure it meets the specifications and standards set forth in the bid documents. UP Township shall have the right to conduct its own inspections.

4. Cost Sharing. Upon receipt of the invoice for the work governed by this Agreement, each of NP Township, UP Township, and the County shall be responsible for costs as outlined in Exhibit B.

5. Liability and Indemnification. Each party agrees to be responsible for its own acts and omissions and those of its officials, employees, and agents.

6. Miscellaneous.

(a) This Agreement constitutes the entire agreement between the parties and supersedes any prior agreements or understandings, whether written or oral, relating to the subject matter herein.

(b) This Agreement may not be amended or modified except by a written instrument executed by all parties.

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

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Intermunicipal Cooperation Paving Agreement to be executed by their duly authorized officers as of the respective dates set forth below.

ATTEST:

COUNTY OF DELAWARE

By: _____
DATE: _____, 2024

By: _____

ATTEST:

TOWNSHIP OF NETHER PROVIDENCE

By: _____
DATE: _____, 2024

By: _____

ATTEST:

TOWNSHIP OF NETHER PROVIDENCE

By: _____
DATE: _____, 2024

By: _____

EXHIBIT "A"

Map of Paving Area

EXHIBIT "B"

Cost Sharing Schedule

	Quantity	Damon Bid	Estimated Cost
Pothole Repair (5" base; 1-1/2" top)	170 SY	@ \$ 75.00 =	\$ 12,750.00
Milling (1-1/2")	56 SY	@ \$ 2.45 =	\$ 136.11
1-1/2" Resurfacing	56 SY	10 TN @ \$ 92.00 =	\$ 920.00
			\$13,806.11
Total			
Total Linear Feet	% of Total Cost	Shared Portion	Municipal Share
233	59%	\$ 8,082.47	39% UPT
165	41%	\$ 5,723.64	28% NPT
398			33% County
			Total
			\$13,806.11
			100%

EXHIBIT "C"

Bid Tabulation – Nether Providence Twp Road Paving Program

Nether Providence Township
2024 Street Resurfacing Program
Bid Tabulation

2/15/2024

#	Items	Unit of Measure	Total Cost	A F Damon Company Inc			Glasgow Inc.			Innovative Construction Services, Inc.			Gaver Industries Inc. d/b/a Barker & Barker Paving		
				UnitPrice	TotalCost	UnitPrice	TotalCost	UnitPrice	TotalCost	UnitPrice	TotalCost	UnitPrice	TotalCost	UnitPrice	TotalCost
1															
#1-1	Milling	SY	44720	\$ 2.45	\$109,564.00	\$ 3.60	\$160,992.00	\$ 2.30	\$102,856.00	\$ 2.80	\$125,216.00				
#1-2	1.5" 9.5mm Overlay	TN	4610	\$ 92.00	\$424,120.00	\$ 38.00	\$405,680.00	\$ 104.00	\$479,440.00	\$ 111.00	\$511,710.00				
#1-3	Base/French Repair - 5"	SY	5900	\$ 36.00	\$212,400.00	\$ 38.13	\$224,967.00	\$ 36.75	\$216,825.00	\$ 33.50	\$197,650.00				
1															
#	Items	Unit of Measure	Total Cost	N. Antonizzi Contractors,			Allan Myers LP			G & B Construction					
				UnitPrice	TotalCost	UnitPrice	TotalCost	UnitPrice	TotalCost	UnitPrice	TotalCost	UnitPrice	TotalCost	UnitPrice	TotalCost
1															
#1-1	Milling	SY	44720	\$ 2.85	\$127,452.00	\$ 4.00	\$178,880.00	\$ 4.07	\$182,010.40						
#1-2	1.5" 9.5mm Overlay	TN	4610	\$ 107.80	\$496,958.00	\$ 102.00	\$470,220.00	\$ 149.00	\$686,890.00						
#1-3	Base/French Repair - 5"	SY	5900	\$ 38.50	\$227,150.00	\$ 35.00	\$206,500.00	\$ 54.00	\$318,600.00						