

**Intergovernmental Agreement
Between the Charter Township of Northville and
the Charter Township of Plymouth for the
Construction of a Sanitary Sewer Extension Along Five Mile Road**

This Agreement is entered into this 14TH day of DECEMBER, 2023 by and between the Charter Township of Northville (“Northville”) and the Charter Township of Plymouth (“Plymouth”, together with Northville, the “Parties”).

WHEREAS, the Five Mile corridor west of Beck Road in both Northville and Plymouth is currently served by existing sanitary sewers, however an extension of sewer service is necessary to serve new development located west of the Johnson Creek to Napier Road; and

WHEREAS, Stantec has recommended that the best option for the extension of sewer service is to provide a force main extension for parcels west of the Johnson Creek to tie-in with privately owned and operated pump stations, which would require the removal, replacement, and upsizing of the existing sewer located along Five Mile Road in Plymouth, specifically upsizing approximately 940 feet of existing 12-inch sewer to 18-inch sewer and the installation of approximately 1,480 feet of 4-inch force main including crossings at the railroad and at the Johnson Creek (the “Project”); and

WHEREAS, Stantec’s Estimate of Probable Construction Cost for the Project is \$2,375,000 and is attached hereto at Exhibit A and made a part hereof (the “Engineer’s Estimate”); and

WHEREAS, the Project will be located in Plymouth but will serve properties in both Northville and Plymouth; and

WHEREAS, Stantec has estimated that Plymouth will contribute approximately 86% of the flows to the Project and that Northville will contribute approximately 14% of the flows to the Project; and

WHEREAS, in 2022 the Michigan International Technology Center Redevelopment Authority (“MITC”) was awarded a \$2,000,000 Community Project Funding Grant administered by the Department of Housing and Urban Development (“HUD”) to pay part of the cost of the Project (the “Grant”); and

WHEREAS, the Parties have been advised that the Grant is anticipated to be advance funded by HUD (i.e., Grant funding to be received prior to construction), as opposed to a reimbursement-type Grant, however the exact structure has not been confirmed; and

WHEREAS, as Northville serves as the administrator for MITC, it was named as the Responsible Entity for purposes of the Grant; and

WHEREAS, as the Responsible Entity, Northville will oversee administration of the Grant and bidding and construction of the Project; and

WHEREAS, once constructed, the Project will be turned over to the Western Townships Utilities Authority ("WTUA") to own and operate; and

WHEREAS, it is necessary for purposes of the Grant and for purposes of coordinating construction of the Project that the Parties enter into this Intergovernmental Agreement (the "Agreement").

NOW, THEREFORE, the Parties agree as follows:

1. Recitals Part of Agreement. The foregoing recitals are hereby incorporated into and made a part of this Agreement, including all defined terms referenced therein.

2. Responsible Party. Northville shall serve as the Responsible Party for the Grant.

3. Administration and Construction of Project. Northville is hereby authorized to continue as administrator for the Project, and to administer all necessary design finalization, bidding, contracting, management and construction of the Project, provided that if construction bids exceed the Engineer's Estimate, then no award shall be made without the prior written approval of Plymouth. Northville shall comply with all applicable laws, regulations, Grant requirements and HUD requirements in respect of construction of the Project.

4. Authorization to Work in the Rights of Way. For purposes of planning, design and construction of the Project Northville is hereby authorized to conduct work within the rights of way located in Plymouth.

5. Allocation of Costs. All costs for the Project shall be paid for by MITC and to the fullest extent possible such costs shall be reimbursed from proceeds of the Grant. Costs exceeding the Grant funding shall be paid for by MITC from contributions prorated based on anticipated flow with Plymouth contributing 86% of such costs and Northville contributing 14% of such costs, with the expectation that such contributions from Plymouth and Northville will be reimbursed by MITC from future collections of tax increment revenues from eligible properties within the MITC district. In the event that the Grant is not an advance-funded Grant, then the Parties agree that both Plymouth and Northville shall front all necessary costs for the Project, prorated 86% (Plymouth)/14% (Northville), and be reimbursed from future Grant proceeds. Northville, upon completion of the Project, shall furnish Plymouth with a statement of actual costs of the Project. Actual costs shall be documented by invoices from third-party vendors, consultants, and contractors.

6. Insurance. Northville shall ensure that the contract for construction requires that Plymouth, its officials, officers, employees, and agents to be listed as additional insureds on the contractor's insurance policy for general liability, automobile liability, and excess or umbrella coverage. Northville shall ensure that the contract for construction requires the contractor to maintain worker's compensation coverage as required by state law.

7. Substantial Completion. Upon substantial completion of construction of the Project, or such later time if required by the Grant, ownership of the Project shall be transferred to Plymouth. Plymouth shall then transfer ownership of the Project to WTUA.

8. Termination. In the event that the award of a construction contract for the Project has not occurred by October 1, 2024, then this Agreement shall terminate.

9. Entire Agreement. This Agreement contains the entire agreement between the Parties. This Agreement incorporates all prior agreements and promises between the parties, whether written or oral.

10. No Assignment. This Agreement is not assignable by either party.

11. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Agreement shall nonetheless remain in full force and effect.

12. Governing Law. This Agreement shall, in all respects, be governed by, and construed in accordance with, the substantive federal laws of the United States and the laws of the State of Michigan and venue for any dispute shall lie in Wayne County, Michigan

13. Notice. All notices, certificates or communications required or permitted by this Agreement shall be in writing, signed by an authorized representative of the party giving notice and personally delivered, sent by electronic communications via e-mail, sent by recognized overnight courier or mailed by registered or certified mail, postage prepaid, return receipt requested, addressed to the respective parties at the addresses listed below:

If to the Northville: Charter Township of Northville
44405 Six Mile Road
Northville, MI 48168
Attention: Mark Abbo, Supervisor
(248)348-5800
mabbo@twp.northville.mi.us

If to the Plymouth: Charter Township of Plymouth
9955 N. Haggerty Road
Plymouth, MI 48170
Attention: Kurt Heise, Supervisor
Phone: 734-354-3201
email: kheise@plymouthtwp.org

Notice shall be deemed served upon 1) the date of personal delivery, 2) the date of transmission of the electronic correspondence provided that the sender has received a confirmation of electronic transmission and if not then three business days after the date of transmission, 3) one day after delivery by a recognized overnight courier, or 4) three days after mailing by registered or certified mail.


14. Execution. This Agreement may be executed in counterparts with the same effect as if the signature on each such counterpart were upon the same original Agreement. Each copy of the Agreement executed in compliance with this Section shall be deemed an executed original for all purposes.

IN WITNESS WHEREOF, the parties hereto executed this Agreement on the date set forth above.

CHARTER TOWNSHIP OF NORTHVILLE




Mark Abbo, Supervisor



Cynthia L. Jankowski, Township Clerk

CHARTER TOWNSHIP OF PLYMOUTH




Kurt Heise, Supervisor



Jerry Vorva, J.D., Township Clerk

EXHIBIT A
Estimate of Probable Construction Cost

STANTEC CONSULTING MICHIGAN - ENGINEER'S OPINION OF CONSTRUCTION COST																		
 Stantec		WTUA Five Mile Corridor Sewer Improvements 5 Mile Force Main Construction																
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Conceptual</td> <td style="width: 50%;"></td> </tr> <tr> <td>Preliminary</td> <td style="text-align: center;">X</td> </tr> <tr> <td>Final (As Bid)</td> <td></td> </tr> </table>		Conceptual		Preliminary	X	Final (As Bid)		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Project Number:</td> <td style="width: 50%;">2075057508</td> </tr> <tr> <td>Prepared By:</td> <td>DEM</td> </tr> <tr> <td>Checked By:</td> <td>SNC</td> </tr> <tr> <td></td> <td style="text-align: right;">February 15, 2023</td> </tr> </table>			Project Number:	2075057508	Prepared By:	DEM	Checked By:	SNC		February 15, 2023
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Project Number:	2075057508																	
Prepared By:	DEM																	
Checked By:	SNC																	
	February 15, 2023																	
DESCRIPTION	QUANT.	UNIT	UNITCOST	TOTAL COST														
Work by Contractor																		
1	1	LS	\$116,000.00	\$116,000														
2	1	LS	\$70,000.00	\$70,000														
3	1	LS	\$11,600.00	\$11,600														
4	1	LS	\$100,000.00	\$100,000														
5	3	EA	\$900.00	\$2,700														
6	2000	LF	\$3.30	\$6,600														
7	1	EA	\$165.00	\$165														
8	6	LF	\$200.00	\$1,200														
9	936	LF	\$20.00	\$18,720														
10	4	EA	\$700.00	\$2,800														
11	1325	LF	\$310.00	\$410,750														
12	165	LF	\$460.00	\$71,300														
13	155	LF	\$1,300.00	\$201,500														
14	936	LF	\$600.00	\$561,600														
15	3	EA	\$9,000.00	\$27,000														
16	2	EA	\$13,000.00	\$26,000														
17	2	EA	\$15,000.00	\$30,000														
18	388	SY	\$44.00	\$17,116														
19	150	SY	\$100.00	\$15,000														
20	150	SY	\$120.00	\$18,000														
21	1	LS	\$50,000.00	\$50,000														
22	1	LS	\$30,000.00	\$30,000														
			HUD Funding - \$1,759,000															
			CONSTRUCTION SUBTOTAL	\$1,759,000														
			CONTINGENCY	15%														
				\$264,000														
ENGINEERING, INSPECTION, LAYOUT AND CONSTRUCTION ADMINISTRATION			20%															
HUD Funding - \$341,000 of CE/CA				\$352,000														
			TOTAL OPINION OF PROBABLE CONSTRUCTION COST	\$2,375,000														

NOTE

The ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over the CONTRACTOR's method of determining prices, or over competitive bidding or market conditions. Opinions of probable project costs and construction costs provided herein are made on the basis of the ENGINEER'S professional judgment and experience. The ENGINEER cannot and does not guarantee that proposals, bids or actual project or construction costs will not vary from the prepared opinion of probable cost. In addition, this Engineer's Opinion of Probable Cost assumes that there will not be any natural features, including and not limited to wetlands that will need to be removed and mitigated as part of the project.