SPECIAL MEETING AGENDA CHARTER TOWNSHIP OF PLYMOUTH BOARD OF TRUSTEES

Thursday, April 30, 2015, 7:00 PM



Α.	CALL TO O	RDER at P.M.		- MM2UII
В.	PLEDGE OF	ALLEGIANCE TO THE	FLAG	
C.	ROLL CALI Edwards	.: Arnold, Conzelma _, Kelly, Price	n, Curmi	, Doroshewitz
D.	APPROVAL	OF AGENDA - Special Me	eeting – Thursday, Ap	ril 30, 2015
E.	PUBLIC CO	MMENT		
F.	NEW BUSIN	ESS		
	F.1.	Request for Board Action Replacement	– Sprayscape Safety	Surface
	F.2.	Request for Board Action Reconstruction	- Township Park No	rth Parking Lot
	F.3.	Request for Board Action Wayne County for Recons		
	F.4.	Request for Board Action Facilities Exemption Cert	- Set Public Hearing	g Date for Industrial
G.	CLOSED SE			
	At	o.m., m	oved that a closed ses	sion be called for the
	permissible pu	o.m., m prose of discussing union	contract negotiations	under OMA Section
	8(c). Seconde	ed by		
		elman CurmiDoroshe		
	Seconded by _	Arnold_	_Conzelman Curmi	Doroshewitz
	Edwards K	ellyPrice		
Н.	PUBLIC CO	MENTS		
I.	TRUSTEE C	OMMENTS		

PLEASE TAKE NOTE: The Charter Township of Plymouth will provide necessary reasonable auxiliary aids and services, such as signers for the hearing impaired and audio tapes of printed materials being considered at all Township Meetings, to individuals with disabilities at the Meetings/Hearings upon two weeks notice to the Charter Township of Plymouth by writing or calling the following: Human Resource Office, 9955 N Haggerty Road, Plymouth, MI 48170. Phone number (734) 354-3202 TDD units: 1-800-649-3777 (Michigan Relay Services)

J. ADJOURNMENT

CHARTER TOWNSHIP OF PLYMOUTH STAFF REQUEST FOR BOARD ACTION

MOTION CARRIED _____

ITEM: Sprayscape Safety Surface Replacement BRIEF: ACTION: Replacement of Sprayscape Safety Surface DEPARTMENT/PRESENTER(S): Ron Edwards, Treasurer BACKGROUND: The SprayScape safety surface was removed after six seasons this past fall and winter. MMRMA had recommended back in 2008 that the surface be used for 5 seasons. Request for quotations have been sent to eight different companies. The results will be brought to the Board on Thursday night with the recommendation. BUDGET/TIME LINE: Park Budget/Replace Prior to Spring Start-Up RECOMMENDATION: Approve PROPOSED MOTION: I move to accept the quote from to remove and replace the safety surface for a total cost of \$_____ RECOMMENDATION: Seconded by: Moved by: _____ VOTE: __KA __NC __CC __RD __RE __MK __SP

Meeting date: 04/30/15

MOTION DEFEATED

CHARTER TOWNSHIP OF PLYMOUTH STAFF REQUEST FOR BOARD ACTION Meeting Date: April 30, 2015

MOTION CARRIED _____

ITEM: Bid Award for the Township Park North Parking Lot Re-construction.
ACTION: To award the bid for the Township Park North Parking Lot Re-construction.
DEPARTMENT/PRESENTER(S): David E. Richmond, P.E., Spalding DeDecker Associates
BACKGROUND: Township solicited bids for the reconstruction of the north parking lot at the Township Park which services the baseball fields. The existing asphalt parking lot is approximately 20 years old and has outlived its useful life span and has had areas of failure that have required repair and other areas beginning to fail. Plans were prepared to re-construct the parking lot adding 109 spaces to provide additional parking with a new walk along the west side of the ball fields, access walk to the new pavilion and new storm drainage.
A total of 17 bids were received on April 17, 2015. The bids were submitted in either asphal pavement or concrete pavement. The as-read low bidder for concrete pavement was Merke Construction. A committee of Treasurer Ron Edwards, Building Official Mark Lewis, DPV Foreman Mike Karll and Township Engineer Spalding DeDecker interviewed Merke Construction. Based on the interview and their demonstrated work on projects of this size and character, the recommendation is to award the project to Merlo Construction.
BUDGET/TIME LINE: \$712,130.25
RECOMMENDATION: Approval
PROPOSED MOTION: I move to award the Items 1 and 2 of the bid for the Township Park North Parking Lot Re-construction to Merlo Construction.
RECOMMENDATION: Moved by: Seconded by:
VOTE:SPRENCKACCRDMK

MOTION DEFEATED _____

Engineering & Surveying Excellence since 1954

April 28, 2015

Mr. Shannon Price, Township Supervisor Plymouth Township 9955 N. Haggerty Rd. Plymouth, Michigan 48170

Re: Recommendation for Award

Township Park North Parking Lot SDA Project No.: PL15-000

Dear Mr. Price:

On April 18, 2015 at 2:00 p.m., construction bids were opened and publicly read at the Plymouth Township Hall for the Plymouth Township Park North Parking Lot. The project includes removing the existing asphalt parking lot, re-configuring the parking lot, installing new pavement and storm sewer, pavement under drains, drainage along the eastern edge of the parking to alleviate excessive ground water, walks along the western side of the baseball fields and ADA compliant access to the new pavilion.

The bids were advertised to allow the contractors to bid either concrete pavement or asphalt pavement in order compare price and longevity between the materials. The asphalt pavement section was specified as 4" of Hot Mix Asphalt (HMA) on 6" of compacted aggregate base material which equates to pavement structural number (Sn) of 2.4. The Concrete pavement sections was specified as 6" fiber reinforced concrete on 6" compacted aggregate base material which equates to a Sn value of 4.

Asphalt pavement, in general, is considered to have a design life span of 15 – 20 years before major improvements will need to take place, which typically corresponds to remove and replace. Asphalt pavement will require periodic maintenance, including crack sealing and sealing. Concrete pavement has a typical life expectancy of 30 to 40 years before major repairs will be needed with minimal maintenance required.

The American Concrete Institute (ACI) recommends that a concrete pavement having a 20 year design life, with similar soil conditions as at the park, would be 5 inches of non-reinforced concrete placed on 4" of compacted aggregate base material. The concrete pavement section for this project exceeds those specifications and therefore, we would expect a pavement life expectancy of 30 - 40 years.

The City Clerk's office received seventeen (17) sealed bids for this project, with each bidder considered to be responsive having submitted a bid compliant with all requirements. The apparent low bidders were Best Asphalt Inc, for asphalt pavement and Merlo Construction for concrete pavement. Based on the information above and the submitted bid amounts, we would recommend using concrete pavement for parking lot. This recommendation is based on the expected service life of the pavement and the cost differential.



Following the bid opening, Spalding DeDecker reviewed all of the bids received, verified the calculations, and prepared the bid tabulation for the project (attached). Based on a review of all the bids and considering the pavement designs and life expectancies, Spalding DeDecker recommends Merlo Construction be awarded the bid to re-construct the Township Park North Parking Lot project.

Upon award by the Township Board, our office will coordinate the completion of the Contract Agreement, Bonds, and Insurance information with Merlo Construction, and prepare the Notice to Proceed upon execution of the contract documents.

Very Truly Yours,

SPALDING DEDECKER

David E. Richmond, PE Project Manager

Encl: Bid Tabulation

Parking Area Thickness Design Worksheet

- **Step 1:** Determine concrete compressive strength requirement. For all concrete exposed to freeze-thaw cycling and de-icers, use no less than 3500 psi. 4000 psi is recommended. (This may be specified in the plan documents)
- Step 2: Determine modulus of subgrade reactivity, k. Use guidelines below.
- Step 3: Determine traffic categories (car parking area, entrances, etc.)
- Step 4: Determine average daily truck traffic (ADTT) on the pavement. It is safe to always assume at least one ADTT.
- Step 5: Read across row that corresponds to your traffic category and ADTT to column that represents your concrete strength and k value.

Modulus of subgrade reactivity (k)

Type of subgrade Soil	k Value	CBR
	75	2.5
Silt & Clay soils	to	to
	120	3.5
Sand-Gravel soils with	130	4.5
moderate amounts of silt	to	to
& clay	170	7.5
	180	8.5
Sandy soils	to	to
	220	12

Traffic Categories

Car parking areas & access lanes (autos, pickups & panel trucks only)								
	Truck access lanes							
Shop	Shopping center entrance & service lanes							
Bus pai	Bus parking areas, Parking & Interior lanes							
city & s	chool buses	Entrance & interior lanes	С					
Truck	Single Units	Parking & Interior lanes	В					
parking	Single Offics	Entrance & Interior lanes	С					
areas	Multiple Units -	Parking & interior lanes	С					
4, 500	widitiple Offits	Entrance & Interior lanes	D					

20-year design thickness recommendations, inches (no dowels) Based upon Design Guidelines in ACI 330 ~ adapted for MI applications

Traffic Category	k = 200	psi/in (C f/c	BR = 10)	k = 100 psi/in (CBR = 3) f'c					
Daily Truck Traffic	4500	4000	3500	4500	4950	3640			
A-1 (ADTT = 1)	4.0	4.5	4.5	4.5	4.5	5.0			
A-1 (ADTT = 10)	5.0	5.5	5.5	5.5	6.0	6.0			
B (ADTT = 25)	5.0	5.5	6.0	5.5	6.0	6.5			
B (ADTT = 300)	5.5	6.0	6.5	6.0	6.5	7.0			
C (ADTT = 100)	5.5	6.0	6.5	6.0	6.5	7.0			
C (ADTT = 300)	6.0	6.5	7.0	6.5	7.0	7.5			
C (ADTT = 700)	6.0	6.5	7.0	6.5	7.0	7.5			
D (ADTT = 700)	7.0	7.0	7.0	8.0	8.0	8.0			

ADTT = Average Daily Truck Traffic. Trucks are defined as vehicles with at least six wheels, excludes panel trucks, pickup trucks and other four wheel vehicles. Pc = compressive strength (of concrete)

k value = a measure of soil strength (modulus of subgrade reactivity)

CBR (California Bearing Ratio) = a measure of subgrade resistance to deformation under load

Example 1: Car parking area truck access lane

- Soil is sandy gravel with a fair amount of clay; k value 130 therefore use k = 100
- Under area k = 100 read across row with traffic category A-1 (ADTT = 1) to column under f'c = 4000
- Traffic category A-1 (ADTT=1)
- Specified Concrete Strength of 4000 psi
- Thickness necessary for this situation = 4.5 inches of concrete

Example 2: Single Unit Truck Parking areas

- Soil is sandy gravel minimal clay and silt; k value 170 therefore use k = 200
- Under area k = 200 read across row with traffic category C (ADTT = 100) to column under f'c = 4500
- Traffic category C (ADTT = 100)
- Specified Concrete Strength of 4500 psi
- Thickness necessary for this situation = 5.5 inches of concrete

	BID	TABL	JLATION - TO	OWI	SHIP PARK	NOF	RTH PARKING	G L(OT -CONCRE	ΤE				PL1	5004
Plymouth Twp											By:			BLA	
				8 BI	ds received	_						Reviewed:			
BID ITEM	Merlo Davenport Bros. Construction Const.				Fessier & Bowman	Fiore Enterprises, LLC			ake Michigan lite Develop.				rtwell Cement Company	M	lajor Cement Co.
	BID AMOUNT (\$	_	AMOUNT (\$)	BI	D AMOUNT (\$)	BII	D AMOUNT (\$)	BI	D AMOUNT (\$)	В	D AMOUNT (\$)	_	D AMOUNT (\$)	BI	D AMOUNT (\$)
1	\$ 54,835.0) \$	57,127.00	\$	70,472.50	\$	62,975.00	\$	75,312.25	\$	59,858.75	\$	60,279.59	\$	76,547,50
22	\$ 657,295.2	5 \$	759,019.00	\$	817,139.80	\$	869,871.40	\$	858,090.35	\$	874,064.25	\$	891,578.05	s	892,451,50
AS-READ BID TOTAL ITEMS 1 & 2	\$ 712,130.2	\$	816,146.00	\$	887,612.30	\$	932,846.40	\$	933,402.60	\$	933,923.00	\$	951,857.64	\$	968,999.00
ALTERNATE 1	\$ 28,692.7	\$	17,145.00	\$	17,739.75	\$	17,768.00	\$	16,305.00	s	14,435,00	s	18,153.75	S	25,375.00
OTAL ITEMS 1, 2 & ALT. 1	\$ 740,823.00	\$	833,291.00	\$	905,352.05	\$	950,614.40	\$	949,707.60	\$	948,358.00	\$	970,011.39	\$	994,374.00

		BID	TAE	BULATION - 1	row				IG L	OT -ASPHAL	.T					Project No.	PL1	5004
	Plymouth Twp												Ву:	BLA				
	_		_			9 Bids red	elve	<u>d</u>	_						Reviewed: TER			
BID ITEM		est Asphalt, Inc.		agle Paving Company	_	-Line Asphalt	S	ke Michigan Ite Develop.		Pavex Corporation	C	ontractors &	J:	SS-Macomb, LLC	Ca	dillac Asphalt	Spe	Asphalt eclalists, Inc.
	BI	AMOUNT (\$)	BIL	AMOUNT (\$)	BIC	AMOUNT (\$)	Blo	AMOUNT (\$)	BI	D AMOUNT (\$)	BII	D AMOUNT (\$)	BII	AMOUNT (\$)	BI	ID AMOUNT (\$)		AMOUNT (\$)
1	\$	50,160.00	\$	49,377.00	\$	64,033.71	\$	58,771 00	\$	101,207.07	\$	61,530.75	\$	68,042 00	\$	65,146.55		69,695.00
22	\$	539,408.00	\$	557,981.70	\$	544,861.88	\$	596,459.85	\$	605,585.73	\$	647,958.25	\$	666,528.96	\$	703,013,45	s	701,397.55
AS-READ BID TOTAL ITEMS 1 & 2	\$	589,568.00	s	607,358.70	\$	608,895.59	\$	655,230.85	\$	706,792.80	\$	709,489.00	\$	734,570.96	\$	768,160.00	\$	771,092.55
ALTERNATE 1	\$	20,205.00	\$	20,135.00	\$	18,951.25	\$	16,305 00	s	20,839.61	s	14,435.00	\$	24,900.75	s	13,650,00	s	19,516.25
TOTAL ITEMS 1, 2 & ALT. 1	\$	609,773.00	\$	627,493.70	\$	627,846.84	\$	671,535.85	\$	727,632.41	\$	723,924.00	\$	759,471.71	\$	781,810.00	\$	790,608.80

CHARTER TOWNSHIP OF PLYMOUTH STAFF REQUEST FOR BOARD ACTION

ITEM:	Intergovernmental Agreement with Wayne County for Beck Road Reconstruction
ACTION:	Consider proposal from Wayne County to move an existing water main and install a new sidewalk along Beck Rd in conjunction with the widening of Beck Rd. from Antarbor Trail to Warren
DEPARTMI	ENT/PRESENTER(S): Patrick J. Fellrath, P.E., Director of Public Utilities
BACKGROUBUDGET/TI	ME LINE:
I move to a Township a	D MOTION: pprove Intergovernmental Agreement between Wayne County, Canton and Plymouth Township for reconstruction of Beck Rd., from Warren to Ann and authorize the Supervisor to complete and sign the Agreement and
RECOMMEN	DATION Moved by: Seconded by:
VOTE:	SP NC RE KA MK CC RD

Meeting Date: April 30, 2015



WARREN C. EVANS

COUNTY EXECUTIVE

April 15, 2015

Nancy Conzelman, Township Clerk Plymouth Township 9955 N. Haggerty Road Plymouth Township, MI 48170

RE: Intergovernmental Agreement between

Wayne County, Canton Township and Plymouth Township for reconstruction of Beck Rd. from Warren to Ann Arbor Trail

Work Order No. 46973

Dear Ms. Conzelman:

Enclosed please find the proposed intergovernmental agreement between Wayne County, Canton Township and Plymouth Township for reconstruction of Beck Road from Warren to Ann Arbor Trail. Please review, and if satisfactory, please ask the Supervisor to sign three copies, and return along with your certification of the Township Board's official action approving of the agreement.

Please don't hesitate to call me at 313-224-0941 if I may answer any questions.

Very truly yours,

Nancy M. Rade

Assistant Corporation Counsel

N- Node

@WCDPS

400 Monroe, 3rd Floor

Detroit, MI 48226

313-224-0941

Attachments

C: Ronald Agacinski, Director, Engineering Division, WCDPS Terry Bennett, Clerk, Canton Township

> DEPARTMENT OF CORPORATION COUNSEL 500 GRISWOLD, 12TH FLOOR DETROIT, MICHIGAN 48226



WARREN C. EVANS

COUNTY EXECUTIVE

April 15, 2015

Terry Bennett, Township Clerk Canton Township 1150 S. Canton Center Road Canton, MI 48188

RE: Intergovernmental Agreement between

Wayne County, Canton Township and Plymouth Township for reconstruction of Beck Rd. from Warren to Ann Arbor Trail

Work Order No. 46973

Dear Ms. Bennett:

Enclosed please find the proposed intergovernmental agreement between Wayne County, Canton Township and Plymouth Township for reconstruction of Beck Road from Warren to Ann Arbor Trail. Please review, and if satisfactory, please ask the Supervisor to sign three copies, and return along with your certification of the Township Board's official action approving of the agreement.

Please don't hesitate to call me at 313-224-0941 if I may answer any questions.

Very truly yours,

Nancy M. Rade

Assistant Corporation Counsel

N- Rade

@WCDPS

400 Monroe, 3rd Floor

Detroit, MI 48226

313-224-0941

Attachments

C: Ronald Agacinski, Director, Engineering Division, WCDPS

Nancy Conzelman, Clerk, Plymouth Township

DEPARTMENT OF CORPORATION COUNSEL 500 GRISWOLD, 12TH FLOOR DETROIT, MICHIGAN 48226

INTERGOVERNMENTAL AGREEMENT

between

THE COUNTY OF WAYNE

a n d

CANTON TOWNSHIP

and

PLYMOUTH TOWNSHIP

for the reconstruction of

Beck Road

from

Warren to Ann Arbor Trail

Wayne County Work Order No. 46950

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THIS AGREEMENT, between the County of Wayne, Michigan, a public body corporate and Charter county, (hereinafter, the "COUNTY") and Canton Township and Plymouth Township, Michigan municipal corporations and Charter townships, (hereafter referred to as the "TOWNSHIPS").

This Agreement is made for the purpose of fixing the rights and obligations of the parties with the respect to the following improvements on Beck Road, a county road located in the TOWNSHIPS hereinafter referred to as the "Project":

PROJECT

PART A: FEDERAL PARTICIPATING ROAD:

Reconstruction work along Beck Road from Warren to Ann Arbor Trail; including concrete pavement, cold milling, hot mix asphalt paving, storm sewer, culvert, ADA sidewalk ramps, guardrail, sign and pavement markings; and all together with necessary related work.

PART B: NON FEDERAL PARTICIPATING:

Sidewalk construction; and all together with necessary related work. (Canton Township 43%, Plymouth Township 57%)

WHEREAS, Beck Road is a road under the jurisdiction and control of the COUNTY, and is located within the TOWNSHIPS; and

WHEREAS, Act 51 of the Public Acts of 1951, as amended, authorizes counties to enter into contracts to perform work on any highway, road, or street within the limits of a county or adjacent thereto, and provides for the joint participation in the cost thereof; and

WHEREAS, the Project will significantly enhance the road system for the citizens of the COUNTY and the TOWNSHIPS; and

WHEREAS, the COUNTY has been approved for federal assistance that is administered by

the Michigan Department of Transportation (MDOT) and the local share of the Project Costs represent the non-federally funded portion of the Project; and

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the Project and desire to set forth this understanding in the form of a written Agreement.

NOW THEREFORE, in consideration of the mutual understandings of the parties and in conformity with applicable law, it is agreed:

ARTICLE 1 DEFINITIONS

Wherever used in this Agreement, the following terms shall have the meanings indicated which shall be applicable to both the singular and plural thereof:

- 1.1 AGREEMENT The written contract between COUNTY and the TOWNSHIPS regarding the Project.
- 1.2 AS-BUILTS (AS-BUILT DRAWINGS) Reproducible Project construction drawings revised to show significant changes made during the construction process; usually based on marked-up prints, drawings and other data.
- 1.3 BID The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Project.
- 1.4 BIDDER Any person, firm or corporation submitting a Bid for the Project.
- 1.5 BIDDING DOCUMENTS The advertisement and invitation to Bid, including approved plans, specifications, addendum, and other documents issued on which the Bid is based.
- 1.6 BONDS Bid, Performance and Payment Bonds and other instruments of security, furnished by the Contractor.
- 1.7 CHANGE ORDER The written order of the COUNTY, or its duly authorized representative, for changes in or extras to a contract.
- 1.8 CONSTRUCTION ENGINEERING All services necessary to adequately assure

that the Project is being constructed in substantial conformance with the as Bid plans and specifications, together with any changes, extras, amendments, addendum, and/or bulletins. Services include, but are not limited to, contract administration, construction staking, construction inspection and/or consultant services. Costs include, but are not limited to, direct labor, equipment, and materials plus current COUNTY charges for the overhead, fringes and benefits.

- 1.9 CONSTRUCTION WORK All work performed to construct the Project in substantial conformance with the as Bid plans and specifications, together with any changes, extras, amendments, addendum, and/or bulletins. Work is to be performed by the responsive qualified low Bidder together with approved subcontractors, COUNTY forces, and/or the third parties that have a relevant interest in the Project. Costs include, but are not limited to, unit prices extended for actual quantities completed, lump sum work, force account work that includes, but is not limited to, direct labor, equipment, materials plus current COUNTY charges for costs directly associated with the Project construction.
- 1.10 ENGINEER The Director of Engineering/County Highway Engineer for Wayne County or his duly appointed representative who is responsible for engineering supervision of preliminary engineering, construction engineering and/or quality control testing aspects of the Project.
- 1.11 ENGINEER'S ESTIMATE The approximated cost of construction work based on plan quantities of Construction Work items defined in the Project plans and specifications.
- 1.12 FORCE ACCOUNT WORK All cost for any improvement to, or new construction of, traffic control devices, by the COUNTY. Costs include, but are not limited to, direct labor, equipment and materials plus current COUNTY charges for overhead, fringes and benefits.
- 1.13 PRELIMINARY ENGINEERING All services necessary to adequately prepare plans and specifications for the Project, together with any changes, extras, amendments, addendum, and/or bulletins. Preliminary Engineering services may include, but are not limited to, surveys, soil investigations, design, drafting, reviews, permits, and/or consultant services. Costs include, but are not limited to, direct labor, equipment, and materials plus current COUNTY charges for overhead, fringes and benefits.
- 1.14 PROJECT COSTS See Article 2.
- 1.15 QUALITY CONTROL TESTING All services necessary to adequately assure that the Project materials are being supplied and/or installed in substantial conformance

with the as Bid plans and specifications, together with any changes, extras, amendments, addendum, and/or bulletins. Services include, but are not limited to, sampling onsite, sampling at the source, onsite testing, laboratory testing and/or consultant services. Costs include, but are not limited to, direct labor, equipment, and materials together with the current appropriate COUNTY charges for overhead, fringes and benefits.

1.16 WORKING CAPITAL ADVANCE - A non-interest bearing deposit by the TOWNSHIPS with the COUNTY, which will be used by the COUNTY for Project Costs.

ARTICLE 2 PROJECT COSTS

- As herein used, the term "Project Costs", shall include, but not be limited to, the cost of the Construction Work, Construction Engineering, Quality Control Testing, traffic signal Force Account Work (if required) and/or other miscellaneous work together with any costs associated with changes, Change Orders, extras, amendments, addenda, and/or bulletins.
- 2.2 The parties acknowledge that the construction Bids are subject to Change Orders and that the TOWNSHIPS will be billed accordingly.
- 2.3 The necessity of securing any easements and/or right-of-ways will be part of another separate agreement.

ARTICLE 3 WAYNE COUNTY'S RESPONSIBILITIES

- 3.1 The COUNTY shall perform all Preliminary Engineering.
- 3.2 The COUNTY shall arrange with MDOT for the contract bidding, award of the contract and administer the contract.
- 3.3 The COUNTY shall perform all Construction Engineering.

- 3.4 The COUNTY shall perform the Quality Control Testing of all materials to be incorporated into the Project.
- 3.5 The County shall appoint an Engineer for the Construction Work for the Project.
- 3.6 The COUNTY shall keep accurate records and accounts of the Project Costs that shall be accessible for inspection and audit by a representative of the TOWNSHIPS.

ARTICLE 4 TOWNSHIPS'S RESPONSIBILITIES

- 4.1 The TOWNSHIPS shall provide all information for their utilities (i.e., As-Builts) and perform exposures of those utilities at their cost when required by the Engineer.
- 4.2 The TOWNSHIPS will be solely responsible for the removal and relocation, as required for the Project, of any of its municipal utilities located within the Roadway right-of-way throughout the limits of the Project and shall cause such removal and relocation immediately upon notification by the COUNTY.

ARTICLE 5 COST SHARING

- 5.1 The COUNTY shall pay 100% of the Preliminary Engineering for the participating Construction Work.
- 5.2 The parties hereto acknowledge that the current estimated Project Costs are \$7,327,346.
- 5.3 The parties hereto acknowledge that Part A Project Costs are partially funded by federal aid up to 80% and that the balance of the Project Costs will be funded by the local share of 20%. Part B Project Costs are not federal aid eligible and will be

funded 100 % local funding.

- The COUNTY shall pay for Part A: 1) 100% of the local share of the Construction Work cost, 2) 100% of the local share of Construction Engineering and Quality Control Testing cost up to 15% of the total contracted price, and for that portion of the local share that exceeds 15% of the total contracted price then the County shall pay 50% of the local share of any Construction Engineering and quality control testing, as set forth in Exhibit A, which is based on the estimated Project Costs. The COUNTY shall pay for Part B: 0% of the Project costs.
- The TOWNSHIPS shall pay for Part A: 1) 0% of the local share of the Construction Work cost, 2) 0% of the local share of Construction Engineering and Quality Control Testing cost up to 15% of the total contracted price, and for that portion of the local share that exceeds 15% of the total contracted price then the TOWNSHIPS shall pay 30.53% of the local share of any Construction Engineering and quality control testing, as set forth in Exhibit A, which is based on the estimated Project Costs. For Part B, Canton Township shall pay 43% of the Project Costs and Plymouth Township shall pay 57% of the Project Costs.
- 5.6 The parties hereto acknowledge that the Bid for the construction costs may exceed the estimated project construction costs as set forth in this Agreement, and the parties hereto agree to pay their respective portions of the actual Project Costs.
- 5.7 The parties hereto acknowledge that during construction Change Orders may be issued which will affect the final costs. The parties hereto agree to accept the judgment of the Engineer as final.

ARTICLE 6 PAYMENT TERMS

- 6.1 The TOWNSHIPS shall make payments to the COUNTY in accordance with the schedule of payments contained in Exhibit B.
- 6.2 The TOWNSHIPS shall make payment of the invoice(s) within thirty (30) days of receipt of the invoice(s).
- 6.3 The final project costs will be used to adjust the monetary value of each TOWNSHIPS' actual share of the Project Costs for the Project.
- Upon execution of this Agreement by the TOWNSHIPS, Canton Township will provide a Working Capital Advance to the County of Wayne in the amount of \$25,096 as fifty percent (50%) of its estimated participation, and Plymouth Township will provide a Working Capital Advance to the County of Wayne in the amount of \$33,267 as fifty percent (50%) of its participation, as found in Exhibit A to this Agreement of Part B Project Costs.

ARTICLE 7 WAIVER

7.1 The TOWNSHIPS further agrees that no provision in this Agreement constitutes or acts as a waiver of any governmental immunity the County, its agencies, officers, employees, agents or elected officials enjoy under applicable statutory or common law.

ARTICLE 8 FORCE MAJEURE

8.1 It is mutually understood and agreed that neither of the parties hereto shall be held

responsible for damages occasioned by delay or failure to perform where due to fire, strike, flood, acts of God, unavailability of labor, material, legal acts of public authorities, or delays caused by public carriers or third person (including contractors or subcontractors) which cannot reasonably be foreseen or provided against.

ARTICLE 9 HOLD HARMLESS

- 9.1 Each party to this Agreement shall remain responsible for any claims arising out of its' own acts and/or omissions during the performance of this Agreement, as provided by law.
- 9.2 This Agreement is not intended to increase either party's liability for, or immunity from, tort claims.
- 9.3 This Agreement is not intended nor shall it be interpreted as giving either party hereto a right of indemnification, either by Agreement or at law, for claims arising out of the performance of this Agreement.

ARTICLE 10 NOTICE

10.1 Notification regarding anything in connection with this Agreement shall be sent in writing via first class mail to:

For the COUNTY
Director of Engineering/County Highway Engineer
Wayne County Department of Public Services
400 Monroe Street, 3rd Floor
Detroit, MI 48226
and

Director of Administration
Wayne County Department of Public Services
400 Monroe Street, 3rd Floor
Detroit, MI 48226

For the Canton Township Township Supervisor Charter Township of Canton 1150 S Canton Center Road Canton, MI 48188

And

For Plymouth Township Township Supervisor Charter Township of Plymouth 9955 N. Haggerty Road Plymouth, MI 48170

10.2 Exhibits may be revised by the mutual agreement of the parties as designated in Section 12.1.

ARTICLE 11 TERMINATION

- 11.1 The COUNTY may terminate this Agreement without cause at any time, without incurring any liability.
- 11.2 The TOWNSHIPS may terminate this Agreement without cause at any time, without incurring any liability not set forth in this Article 13, by giving written notice to the COUNTY of the termination. The notice must specify the effective date of termination at least 30 days prior to its occurrence, and this Agreement will terminate

as if the date specified were the date originally given for the expiration of this Agreement. Termination of this Agreement by the TOWNSHIPS will not relieve the TOWNSHIPS of its share of the Project Costs incurred up to the date of termination of the Agreement.

- 11.3 The COUNTY may terminate this Agreement because of failure on the TOWNSHIPS'S part to make payment in accordance with Exhibit B, the project calendar of this Agreement.
- 11.4 Regardless of the cause for the termination of this Agreement, each party will assist the other in the orderly termination of this Agreement and will participate, in good faith, in all transfers connected with termination, whether of tangibles or intangibles, as will be necessary for the unimpeded continuation of each party's business.

ARTICLE 12 BINDING EFFECT/INTEGRATION

- 12.1 This Agreement, including the Exhibits hereto embodies the entire Agreement and understanding among the parties hereto and supersedes all prior agreements and understandings related to the subject matter thereof. No rights or remedies are or will be acquired by either party, orally, through implication or otherwise, unless set forth herein.
- 12.2 This Agreement may be executed in counterparts, each of which will be deemed an original but all of which together will constitute one agreement.
- 12.3 This Agreement is effective only upon approval of the Charter County of Wayne and each of the Townships as evidenced by the attached Resolutions adopted by the

Canton Township and Plymouth Township Boards' of Trustees, and the Wayne County Commission.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year written below.

By:
Warren C. Evans
Its: Chief Executive Officer
Date:
FOR CANTON TOWNSHIP
Ву:
Phil LaJoy
Its: Supervisor
Date:
By:
Its: Supervisor Date:
Approved to form:
Ву:
By:Nancy M. Rade
By:

FOR THE COUNTY OF WAYNE

301398

Resolution

Motion b	У	Support by	, that
Whereas	, the Canton Township believes qua	lity roads are a vital	part of any community, and
Whereas	, certain improvements are necess e economic development, and	·	
described	, the Canton Township has committed as Beck Road from Warren to Arry in the reconstruction of the road w	ın Arbor Trail and th	at Canton Township will assist
amount o	, the Canton Township will provid of \$50,192 (which will be adjusted ion of Project Costs; and		
a Working	upon execution of this Agreement to g Capital Advance to the County of V Township's participation (as found	Vayne in the amount of	of \$ 25,096 as fifty percent (50%)
approve th	refore be it resolved, that the Chartone proposed Agreement between the ction of Beck Road from Warren to	Canton Township a	nd the County of Wayne for the
	her resolved, that the Supervisor and the Charter Township of Canton.	nd Clerk are authorize	ed to execute the Agreement on
Y	EAS:		
N	AYS:		
Al	BSENT:		
AI	BSTAIN:		
	ertify that the foregoing is a true and s of the Charter Township of Canto		

Resolution

Motion by,	Support by	, that
Whereas, the Plymouth Township beli	ieves quality roads are a vi	tal part of any community, and
Whereas, certain improvements are a encourage economic development, and	-	to increase traffic safety and to
Whereas, the Plymouth Township has generally described as Beck Road from will assist financially in the reconstruct	m Warren to Ann Arbor Tr	rail and that Plymouth Township
Whereas, the Plymouth Township will amount of \$66,533 (which will be ac participation of Project Costs; and		
Whereas, upon execution of this Agreerovide a Working Capital Advance to percent (50%) of Plymouth Township's Project Cost; and	o the County of Wayne in	the amount of \$ 33,267 as fifty
Now, therefore be it resolved, that the hereby approve the proposed Agreement for the reconstruction of Beck Road from	nt between the Plymouth To	ownship and the County of Wayne
Be it further resolved, that the Superv behalf of the Charter Township of Plyn		zed to execute the Agreement on
YEAS:		
NAYS:		
ABSENT:		
ABSTAIN:		
I hereby certify that the foregoing is a tr supervisors of the Charter Township of		

RESOLUTION

No.	
By Commissioner[s] [

WHEREAS, the County of Wayne acting through its County Commission at the request of the County Executive Officer has adopted a five (5) year Capital Improvement Program which provides for the improvement of certain roads located within the County of Wayne and the financing thereof.

WHEREAS, the five (5) year Capital Improvement Program included the improvements to Beck Road from Warren to Ann Arbor Trail (CIP ID 30-276) and was included in the annual budget adopted by this Commission.

NOW THEREFORE, be it:

RESOLVED, by the Wayne County Commission this _____ day of ______ 2015 that approval be, and is hereby, granted authorizing an Agreement between the County of Wayne, Canton Township, and Plymouth Township to provide for cost sharing in the reconstruction of Beck Road from Warren to Ann Arbor Trail, as recommended by the Chief Executive Officer, the costs for which are estimated at \$7,327,346 (which will be adjusted to reflect actual costs), and which shall be expended from Account 201.44908.818080, 201.44908.702000; and be it further

RESOLVED, that the Canton Township and Plymouth Township will provide payment to the County of Wayne in the amount of a combined total of \$116,725 (which will be adjusted to reflect actual costs), which represents the estimated amount of the Canton Township and Plymouth Township's participation in the Project Costs (as found in Exhibit A to this Agreement) which shall be deposited in Account No. 201.44905.583340; and be it further

RESOLVED, that the Michigan Department of Transportation will provide Federal Aid in the amount of \$5,768,497 (which will be adjusted to reflect actual costs), and the Chief Executive Officer is authorized to negotiate and execute the appropriate agreement to facilitate this funding which shall be deposited in Account No. 201.44905.548100; and be it further

RESOLVED, that the Chief Executive Officer be, and is hereby duly authorized to execute the aforementioned contract on behalf of the County of Wayne.

EXHIBIT A

Beck / Warren - Ann Arbor Trail Part A – Participating Part B - Non-Participating

		PART A	PART B	TOTAL
Participation In Estimated CONSTRUCTION WORK	_			
Total Estimated CONSTRUCTION WORK Cost		6,214,540	101,500	6,316,040
Participation In Estimated CONSTRUCTION ENGINEERING and QUALITY CONTROL TESTING	_			
Traffic Signal Work		63,900	0	63,900
Total Estimated CONSTRUCTION ENGINEERING and QUALITY CONTROL TESTING Cost		932,181	15,225	947,406
SUMMARY OF COST PARTICIPATION	_			
GRAND TOTAL ESTIMATED PROJECT COST		7,210,621	116,725	7,327,346
State TED-C Funds		5, 76 8,497	0	5,768,497
LOCAL SHARE (After Federal/State Aid) LOCAL COMMUNITY Participation		1,442,124	116,725	1,558,849
Canton Township	43%	0	50,192	50,192
Plymouth Township	57%	0	66,533	66,533
COUNTY Participation		1,442,124	0	1,442,124
WORKING CAPITAL ADVANCE	-			
Canton Township			25,096	
Plymouth Township			33,267	

Low Bid Prices

EXHIBIT B

PROJECT CALENDAR

The COUNTY shall undertake the Project in the calendar year 2015, or as soon as possible, in accordance with the terms of this Agreement.

Upon execution of this Agreement:

The TOWNSHIPS shall each provide a Working Capital Advance equal to 50% of each TOWNSHIP'S estimated Project Costs as indicated in Exhibit A.

Ninety (90) Days after execution of this Agreement (Quarterly Payment):

The COUNTY will provide the TOWNSHIPS with a quarterly invoice for costs incurred to date.

Ninety (90) Days after receipt of initial Quarterly Payment:

The COUNTY will provide the TOWNSHIPS with a quarterly invoice for costs incurred to date, less any previously incurred costs.

Quarterly invoices are scheduled for production and distribution on January 15, April 15, July 15 and October 15.

The quarterly invoices shall be mailed to the parties identified in Section 10.1 of this Agreement.



WARREN C. EVANS

COUNTY EXECUTIVE

April 29, 2015

Nancy Conzelman, Township Clerk Plymouth Township 9955 N. Haggerty Road Plymouth Township, MI 48170

RE: ADDENDUM 1

Intergovernmental Agreement between Wayne County, Canton Township and Plymouth Township for reconstruction of Beck Rd. from Warren to Ann Arbor Trail Work Order No. 46973

Dear Ms. Conzelman:

Pursuant to discussions held between the County's Engineer and Supervisor Price, enclosed you will see Addendum 1 to the proposed intergovernmental agreement between Wayne County, Canton Township and Plymouth Township for reconstruction of Beck Road from Warren to Ann Arbor Trail which I previously mailed to you. The Addendum 1 adds a Part C to the Project, which is non-federal aid participating watermain construction, at 100% Plymouth Township cost. The additional costs are highlighted in the Addendum under the caption "Project", and at section 5.3, 5.4, 5.5 and 6.4. also enclosed are new suggested Resolutions, and a new Exhibit A- Addendum 1, which includes the costs for Part C.

Please review, and if satisfactory, please add the Addendum 1 to all copies of the IGA, and ask the Supervisor to sign three copies, and return along with your certification of the Township Board's official action approving of the agreement. By way of this letter, I also request that Ms. Bennet, Canton Township Clerk, incorporates this Addendum 1 into all copies of the agreement submitted to the Canton Township Board and Supervisor.

Please don't hesitate to call me at 313-224-0941 if I may answer any questions.

Very truly yours,

Nancy M. Rade

Assistant Corporation Counsel

@WCDPS

400 Monroe, 3rd Floor

Detroit, MI 48226

313-224-0941

DEPARTMENT OF CORPORATION COUNSEL 500 GRISWOLD, 12TH FLOOR DETROIT, MICHIGAN 48226 N. Conzelman Beck Rd IGA-Addendum 1 April 29, 2015 Page 2

Enclosures

C: Shannon Price, Supervisor, Plymouth Township Ronald Agacinski, Director, Engineering Division, WCDPS Terry Bennett, Clerk, Canton Township

ADDENDUM 1

INTERGOVERNMENTAL AGREEMENT

between

THE COUNTY OF WAYNE

a n d

THE CANTON TOWNSHIP AND PLYMOUTH TOWNSHIP

for the reconstruction of

Beck Road

from

Warren to Ann Arbor Trail

Wayne County Work Order No. 46950

PROJECT

<u>PART C: NON FEDERAL PARTICIPATING – WATERMAIN – 100% PLYMOUTH</u> TOWNSHIP

Construction of 629 feet of watermain, valves and hydrants; and all together with necessary related work.

ARTICLE 5 COST SHARING

- 5.2 The parties hereto acknowledge that the current estimated Project Costs are \$7,467,646.
- 5.3 The parties hereto acknowledge that Part A Project Costs is partially funded by federal aid up to 80% and that the balance of the Project Costs will be funded by the local share of 20%. Part B Project Costs are not federal aid eligible and will be funded 100 % local funding. Part C Watermain 100% Plymouth Township Project Costs are not federal aid eligible and will be funded 100% Plymouth Township funding.
- The COUNTY shall pay for Part A: 1) 100% of the local share of the Construction Work cost, 2) 100% of the local share of Construction Engineering and Quality Control Testing cost up to 15% of the total contracted price, and for that portion of the local share that exceeds 15% of the total contracted price then the County shall pay 50% of the local share of any Construction Engineering and quality control testing, as set forth in Exhibit A, which is based on the estimated Project Costs. The COUNTY shall pay for Part B: 0% of the Project costs. The COUNTY shall pay for

Part C: 0% of the Project costs.

The TOWNSHIPS shall pay for Part A: 1) 0% of the local share of the Construction Work cost, 2) 0% of the local share of Construction Engineering and Quality Control Testing cost up to 15% of the total contracted price, and for that portion of the local share that exceeds 15% of the total contracted price then the TOWNSHIPS shall pay 30.53% of the local share of any Construction Engineering and quality control testing, as set forth in Exhibit A, which is based on the estimated Project Costs. For

Part B, Canton Township shall pay 43% of the Project Costs and Plymouth Township

shall pay 57% of the Project Costs. For Part C, Plymouth Township shall pay 100%

of the Project Costs.

ARTICLE 6
PAYMENT TERMS

6.4 Upon execution of this Agreement by the TOWNSHIPS, Canton Township will provide a Working Capital Advance to the County of Wayne in the amount of \$25,096 as fifty percent (50%) of its estimated participation and Plymouth Township will provide a Working Capital Advance to the County of Wayne in the amount of \$103,417 as fifty percent (50%) of its participation, as found in Exhibit A-Addendum 1 to this Agreement of Project Costs.

Approved to form:

By:	_
Nancy M. Rade	
Assistant Corporation Counsel	
Wayne County	

3 - Addendum 1

Resolution

Motion by,	Support by	, that
NAME of the District of Township halic	1itta manda oma o o	
Whereas, the Plymouth Township belie	ves quality roads are a v	rital part of any community, and
Whereas, certain improvements are no encourage economic development, and	ecessary to Beck Road	to increase traffic safety and to
Whereas, the Plymouth Township has generally described as Beck Road from will assist financially in the reconstruction	Warren to Ann Arbor T	Trail and that Plymouth Township
Whereas, the Plymouth Township will participation of Project Costs; and		
Whereas, upon execution of this Agree provide a Working Capital Advance to percent (50%) of Plymouth Township's Agreement) of Project Cost; and	the County of Wayne in	the amount of \$ 103,417 as fifty
Now, therefore be it resolved, that the hereby approve the proposed Agreement for the reconstruction of Beck Road from	between the Plymouth T	ownship and the County of Wayne
Be it further resolved, that the Supervisibehalf of the Charter Township of Plyman		ized to execute the Agreement on
YEAS:		
NAYS:		
ABSENT:		
ABSTAIN:		
I hereby certify that the foregoing is a tru supervisors of the Charter Township of P		

4 <u>- Addendum 1</u>

RESOLUTION

No.

By Commissioner[s] [_______

WHEREAS, the County of Wayne acting through its County Commission at the request of the County Executive Officer has adopted a five (5) year Capital Improvement Program which provides for the improvement of certain roads located within the County of Wayne and the financing thereof.

WHEREAS, the five (5) year Capital Improvement Program included the improvements to Beck Road from Warren to Ann Arbor Trail (CIP ID 30-276) and was included in the annual budget adopted by this Commission.

NOW THEREFORE, be it:

RESOLVED, by the Wayne County Commission this _____ day of ______ 2015 that approval be, and is hereby, granted authorizing an Agreement between the County of Wayne and the Canton Township and Plymouth Township to provide for cost sharing in the reconstruction of Beck Road from Warren to Ann Arbor Trail, as recommended by the Chief Executive Officer, the costs for which are estimated at \$7,467,646 (which will be adjusted to reflect actual costs), and which shall be expended from Account 201.44908.818080, 201.44908.702000; and be it further

RESOLVED, that the Canton Township and Plymouth Township will provide payment to the County of Wayne in the amount of \$257,025 (which will be adjusted to reflect actual costs), which represents the estimated amount of the Canton Township and Plymouth Township's participation in the Project Costs (as found in Exhibit A-Addendum 1 to this Agreement) which shall be deposited in Account No. 201.44905.583340; and be it further

RESOLVED, that the Michigan Department of Transportation will provide Federal Aid in the amount of \$5,768,497 (which will be adjusted to reflect actual costs), and the Chief Executive Officer is authorized to negotiate and execute the appropriate agreement to facilitate this funding which shall be deposited in Account No. 201.44905.548100; and be it further

RESOLVED, that the Chief Executive Officer be, and is hereby duly authorized to execute the aforementioned contract on behalf of the County of Wayne.

3/18/2015

REV: 4/29/2015

EXHIBIT A - Addendum 1 Beck / Warren - Ann Arbor Trail Part A - Participating Part B - Non-Participating

Part C - Watermain - 100% Plymouth Township

		PART A	PART B	PART C	TOTAL
Participation In Estimated CONSTRUCTION WORK	_				
Total Estimated CONSTRUCTION WORK Cost		6,214,540	101,500	122,000	6,438,040
Participation in Estimated CONSTRUCTION ENGINEERING and QUALITY CONTROL TESTING	_				
Traffic Signal Work		63,900	0	0	63,900
Total Estimated CONSTRUCTION ENGINEERING and QUALITY CONTROL TESTING Cost		932,181	15,225	18,300	965,706
SUMMARY OF COST PARTICIPATION	_				
GRAND TOTAL ESTIMATED PROJECT COST		7,210,621	116,725	140,300	7,467,646
State TED-C Funds		5,768 ,497	0	0	5,768,497
LOCAL SHARE (After Federal/State Aid) LOCAL COMMUNITY Participation		1,442,124	116,725	140,300	1,699,149
Canton Township	43%	0	50,192	0	50,192
Plymouth Township	57%	0	66,533	140,300	206,833
COUNTY Participation		1,442,124	. 0	. 0	1,442,124
WORKING CAPITAL ADVANCE					
Canton Township			25,096	0	25,096
Plymouth Township			33,267	70,150	103,417