

**CHARTER TOWNSHIP OF YPSILANTI  
MINUTES OF THE JULY 2, 2019 REGULAR BOARD MEETING**

Supervisor Stumbo called the meeting to order at approximately 7:01 p.m. in the Ypsilanti Township Civic Center Board Room, 7200 S. Huron River Drive, Ypsilanti Township. The Pledge of Allegiance was recited followed by a moment of silent prayer.

**Members Present:** Supervisor Stumbo, Clerk Lovejoy Roe, Treasurer Doe  
Trustees: Stan Eldridge, Heather Jarrell Roe  
Jimmie Wilson, Jr., and Monica Ross-Williams

**Members Absent:** none

**Legal Counsel:** Wm. Douglas Winters

**PUBLIC HEARING**

- A. REQUEST TO APPROVE TWO PRIVATE ROAD VARIANCES FOR SAUTER RD. (PUBLIC HEARING CANCELLED DUE TO APPLICANT WITHDRAWING REQUEST FOR TWO PRIVATE ROAD VARIANCES)**

**Supervisor Stumbo stated the Public Hearing was cancelled due to the applicant withdrawing their request.**

**PUBLIC COMMENTS**

Arloa Kaiser stated she was against the YMCA coming to the Township. She said the township wants to give property to them that has an assessed value of 4 million dollars. She said the fire department wants to purchase fire trucks and that money comes from the budget. She said we need fire trucks, police officers, and firemen and we could sell this property to pay for those things.

**CONSENT AGENDA**

- A. MINUTES OF THE JUNE 18, 2019 WORK SESSION AND REGULAR MEETING**

**A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Approve the Consent Agenda.**

Trustee Ross Williams and Trustee Jarrell Roe had additions to the minutes. Clerk Lovejoy Roe said she would check and bring minutes back to the next meeting.

- B. STATEMENTS AND CHECKS**

- 1. STATEMENTS AND CHECKS FOR JULY 2, 2019 IN THE AMOUNT OF \$717,483.98**

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**A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Approve the Statements and Checks.**

**The motion carried unanimously.**

**ATTORNEY REPORT**

**A. GENERAL LEGAL UPDATE**

**Attorney Winters stated the Township has many projects going on. He said one item they have been working on for quite some time was getting a new retaining wall at Gault Village which he said is now completed.**

**Attorney Winters stated that with Ypsilanti Township participation in helping Rutherford Pool it has brought enjoyment to a lot of children in Ypsilanti. He said it was a great opportunity for children to learn to swim.**

**Attorney Winters stated that Re-Imagine Washtenaw project has been going on for about four years and is finally coming to an end. He said he received an easement from Camelot Apartments today. Attorney Winters said we will receive from Key Bank \$4,650.00 of the \$5,000.00 retainer we paid for them to review the easement. He said we had allocated \$7,500.00 to Key Bank but the total we will pay them would only be \$350.00. He said the \$7,150.00 at least on paper will then off-set the Honigman Firm bill for legal services in regard to their representation of Camelot Apartments. He said Nathan Vought for the last six months has worked very well with the Township on Brownfield issues as well as Re-Imagine Washtenaw corridor issues. Attorney Winters said that Mr. Vought negotiated easements with owners of U-Haul and Mr. Muffler. Attorney Winters stated that OHM was under contract to do the design and it would go out for bid with a Spring of 2020 construction date.**

**Attorney Winters stated he and Mike Radzik, OCS Director met with the Vice President of Lombardo Homes to try and carve out a pathway to see if we could re-start the Crystal Ponds Development. He said it was a development on Bunton Road that was approved over 20 years ago and the Developer was prosecuted for stealing money from deposits for condominiums that never were completed in that development. He said about 25 people out of 90 sites live there and it needs to be re-developed. He said Lombardo has resurrected some developments in the Township and they would like to move forward with doing the same with this development. He said the price for these condos would be a good price point for first time home buyers and empty nesters.**

**Attorney Winters said regarding the two Fire Trucks he received all the items that were lacking last meeting such as the warranties, contracts and he had forwarded the information to the Board Members.**

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**NEW BUSINESS**

- 1. RESOLUTION 2019-31, APPROVAL OF PLANNED DEVELOPMENT PD-21 PRELIMINARY SITE PLAN FOR YANKEE AIR MUSEUM LOCATED AT 1 LIBERATOR WAY, PARCEL K-11-12-100-007 AND APPROVAL OF THE DEVELOPMENT AGREEMENT BETWEEN YANKEE AIR FORCE, INC. AND THE CHARTER TOWNSHIP OF YPSILANTI**

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Table this until the next meeting.

Jarrell Roe	Yes	Eldridge	Yes	Ross-Williams	Yes
Lovejoy Roe	Yes	Stumbo	Yes	Doe	Yes
Wilson	Yes				

The motion carried unanimously.

- 2. REQUEST TO APPROVE THIRD AGREEMENT WITH THE WASHTENAW COUNTY ROAD COMMISSION FOR CRACK SEALING IN THE PARTRIDGE CREEK SUBDIVISION IN THE AMOUNT OF \$40,000.00 TO BE BUDGETED IN LINE ITEM #101-446-000-818-022 CONTINGENT UPON APPROVAL OF BUDGET AMENDMENT**

A motion was made by Clerk Lovejoy Roe, supported by Trustee Wilson to Approve the Third Agreement with the Washtenaw County Road Commission for crack Sealing in the Partridge Creek Subdivision in the Amount of \$40,000.00 to be Budgeted in Line Item #101-445-000-818-022 Contingent Upon Approval of Budget Amendment (see attached).

The motion carried unanimously.

- 3. REQUEST TO AUTHORIZE PAYMENT TO HONIGMAN FOR SERVICES RENDERED IN REGARD TO THE WASHTENAW AVE. EASEMENT AGREEMENT BETWEEN 136 GROUP LLC AND YPSILANTI TOWNSHIP IN THE AMOUNT OF \$6,500.00 BUDGETED IN LINE ITEM #101-445-000-818-022**

A motion was made by Treasurer Doe, supported by Trustee Jarrell Roe to Approve the Request to Authorize Payment to Honigman for Services Rendered in Regard to the Washtenaw Ave. Easement Agreement Between 136 Group LLC and Ypsilanti Township in the Amount of \$6,500.00 Budgeted in Line Item #101-445-000-818-022.

The motion carried unanimously.

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**4. REQUEST TO APPROVE GRANT OF EASEMENT BETWEEN AREC 19, LLC "U-HAUL" AND YPSILANTI TOWNSHIP FOR WASHTENAW AVE.**

**A motion was made by Clerk Lovejoy Roe, supported by Trustee Ross-Williams to Approve Grant of Easement Between Arec 19, LLC "U-Haul" and Ypsilanti Township for Washtenaw Ave. (see attached).**

**The motion carried unanimously.**

**5. REQUEST FOR APPROVAL OF PHASE 1 (\$2,150.00) AND PHASE II (\$15,690.00) CONTRACTS WITH AKT PEERLESS FOR ENVIRONMENTAL SITE ASSESSMENTS AT 1165 ECORSE RD. AND 1160 DAVIS ST. IN THE TOTAL AMOUNT OF \$17,840.00 TO BE BUDGETED IN LINE ITEM #101-950-000-801-400 AND AUTHORIZE SIGNING OF TWO AGREEMENTS WITH THE WASHTENAW COUNTY BROWNFIELD DEVELOPMENT AUTHORITY FOR REIMBURSEMENT FOR THE TWO ESA CONTRACTS SUBJECT TO ATTORNEY APPROVAL**

**A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Approve Phase I (\$2,150.00) and Phase II (\$15,690.00) Contracts with AKT Peerless for Environmental Site Assessments at 1165 Ecorse Rd. and 1160 Davis St. in the Total Amount of \$17,840.00 to be Budgeted in Line Item #101-950-000-801-400 and Authorize Signing of Two Agreements with the Washtenaw County Brownfield Development Authority for Reimbursement of the Two ESA Contracts Subject to Attorney Approval (see attached).**

Attorney Winters explained this was the former Ypsilanti Township Hall and Fire Station and later the building was used as a Library. He said they were going to do some environmental testing so the Township could continue with their plans to redevelop this property so they could market it appropriately in conjunction with the master plan for Ecorse Road.

**The motion carried unanimously.**

**6. REQUEST APPROVAL OF THE AKT PEERLESS PROPOSAL TO PREPARE AN ENVIRONMENTAL CONSTRUCTION MANAGEMENT PLAN AND DOCUMENTATION OF DUE CARE COMPLIANCE FOR 1150 MIDWAY RD. IN THE AMOUNT OF \$6,450.00 TO BE BUDGETED IN LINE ITEM #212-212-000-801-300 CONTINGENT UPON APPROVAL OF THE BUDGET AMENDMENT AND APPROVAL BY THE WASHTENAW COUNTY BROWNFIELD AUTHORITY FOR FUNDING**

**A motion was made by Treasurer Doe, supported by Trustee Wilson to Approve the AKT Peerless Proposal to Prepare an Environmental Construction Management Plan and Documentation of Due Care Compliance for 1150 Midway Rd. in the Amount of \$6,450.00 to be Budgeted in Line Item #212-212-000-801-**

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**300 Contingent Upon Approval of the Budget Amendment and Approval by the Washtenaw County Brownfield Authority for Funding (see attached).**

**The motion carried unanimously.**

**7. BUDGET AMENDMENT #11**

**A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Approve Budget Amendment #11 (see attached).**

**The motion carried unanimously.**

**OTHER BUSINESS**

**A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Adjourn.**

**The motion carried unanimously.**

The meeting was adjourned at approximately 7:30 PM.

Respectfully Submitted,

Brenda L. Stumbo, Supervisor  
Charter Township of Ypsilanti

Karen Lovejoy Roe, Clerk  
Charter Township of Ypsilanti

## 2019 YPSILANTI TOWNSHIP THIRD AGREEMENT

THIS AGREEMENT, made and entered into this 3<sup>rd</sup> day of July, 2019, by and between the Township Board of Ypsilanti Township, Washtenaw County, parties of the first part and the Board of Washtenaw County Road Commissioners, parties of the second part.

WHEREAS, the parties of the first part desire that certain improvements be made upon the local roads in the Township of Ypsilanti, and

WHEREAS, proper authority is provided to the parties of the agreement under the provisions in Act 51 of Public Acts of 1951 as amended,

WHEREAS, it is understood that the Charter Township of Ypsilanti will be a named insured on the Washtenaw County Road Commission's coverages for liability for the activities described herein. The Road Commission will submit a certificate of insurance evidencing such coverages to the Township Clerk prior to implementation of services under the contract. Each party to this contract shall be responsible for the acts and omissions of its employees and agents.

IT IS NOW THEREFORE AGREED, the parties of the second part will accomplish the improvements as specified herein, all in accordance with the standards of the parties of the second part.

**1. Partridge Creek Subdivision:**

Work to include crack sealing. Roads to include: Brentwood Drive, Summerdale Court West, West Summerdale Circle, East Summerdale Circle, Robindale Drive, Paint Creek Drive, Summerdale Court East, Pleasant Lane, Thornhill Drive, Meadowlark Lane, Squirrel Drive, Enchanted Drive, Mallard Way, Robin Court, Springwater Drive, Starling Court.

Estimated project cost: **\$ 40,000.00**

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### AGREEMENT SUMMARY


2019 LOCAL ROAD PROGRAM  
Partridge Creek Subdivision **\$ 40,000.00**

ESTIMATED AMOUNT TO BE PAID BY YPSILANTI TOWNSHIP  
UNDER THIS AGREEMENT DURING 2019: **\$ 40,000.00**

FOR YPSILANTI TOWNSHIP:

  
Brenda L. Stumbo, Supervisor 7-3-19

  
Witness 7-3-19

  
Karen Lovejoy Roe, Clerk 7-3-19

  
Witness 7-3-19

FOR WASHTENAW COUNTY ROAD COMMISSION:

\_\_\_\_\_  
Douglas E. Fuller, Chair

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Sheryl Soderholm Siddall, Managing Director

\_\_\_\_\_  
Witness

## **GRANT OF EASEMENT**

On the 21<sup>st</sup> day of June, 2019, Grantor grants to Grantee, its successors and assigns, a permanent easement over a part of each of Grantor's parcels of Land called the "Permanent Easement," and grants a temporary construction easement over a part of Grantor's parcels of Land called the "Temporary Construction Easement."

**Grantor** is: AREC 19, LLC, PO Box 21517, Phoenix, AZ 85036

**Grantee** is: Charter Township of Ypsilanti, 7200 S. Huron River Drive, Ypsilanti, MI 48197.

**Grantor's Land** is: The following described parcels of land in the Charter Township of Ypsilanti, Washtenaw County, Michigan:

YP#61-45-A: LOTS 227-228-229 & LOTS 339-342, ALSO PART OF LOTS 343-344, AND PART OF VACATED COLLEGEWOOD DRIVE. CONTAINING 1.59 AC., FAIRVIEW HGTS. SUB. #1 Subject to all easements and restrictions of record, if any.

Tax ID: K-11-06-325-010

Commonly known as: 2714 Washtenaw Ave. (Uhaul)

**The "Permanent Easement" areas and "Temporary Construction Easement" areas** are depicted on the attached Exhibit A.

**Purpose:** It is the purpose of these Easements to allow Grantee to construct a sidewalk for the use of the public and provide the public safer methods of non-motorized travel as well as the aesthetic benefits that result from the presence of a sidewalk.

**Grant of Permanent Easement:** Grantor grants to Grantee a permanent Easement over Grantor's Property, which Easement is more fully described in Exhibit A.

**Grant of Temporary Construction Easement:** Grantor grants to Grantee a Temporary Construction Easement over the area depicted on Exhibit A as the construction easement for the purposes of access, construction and grading during the construction of the sidewalk in the Permanent Easement Area.

**Buildings or other Permanent Structures:** No buildings, fences or other permanent structures shall be constructed in the Easement Area without Grantee's prior written consent.



**Rights and Obligations of Grantee Regarding Easement:**

**Access:** Grantee may enter at any time upon Grantor’s land for the purposes of exercising its rights under this Easement.

**Creation of Sidewalk:** Grantee may create a sidewalk not to exceed five (5) feet in width which will have a concrete surface. The exact location of the improved surface in said Easement may vary between the edges of the overall Easement as granted herein.

**Grantee Obligations:** Grantee shall be responsible only for the initial construction of the improved surfaces, the construction of which will comply with all engineering and design standards of the Charter Township of Ypsilanti Code of Ordinances.

**Temporary Closings:** Grantee may, but is not required to, close any portions of the sidewalk on a temporary basis for repairs and maintenance including removal of storm damaged trees that may block portions of the sidewalk, natural hazards including flooding, resurfacing or repairing portions of the sidewalk, or to correct violations or prohibited uses or activities.

**Vegetation Management:** Grantee shall have the right at any time to cut, trim, remove, destroy, or otherwise control any or all trees, bushes, or brush now or hereafter standing or growing within the Easement Area which, in Grantee’s opinion, may interfere with the use of the purpose of the easement.

**Existing Pylon Sign:** Grantee will not disturb, remove, or alter the existing Uhaul sign adjacent to the proposed Permanent Easement.

**New Concrete Driveway and Site Access:** Grantee will construct new concrete sidewalk continuously along the frontage of Grantor’s property, as described herein, including through (across) the existing asphalt driveway access point. Grantee will replace existing cracked asphalt driveway surface between the new sidewalk and Washtenaw Avenue with concrete, in accordance with requirements of the Michigan Department of Transportation. Grantee shall ensure that continuous access to the site is maintained throughout the construction period, by only closing approximately one-half of the access drive at any one time to allow the concrete to properly cure.

**Display of Uhaul Trucks Along Frontage:** Grantee shall not require the relocation or moving of any Uhaul trucks parked along the frontage of the site in order to construct the public sidewalk.

**Restoration:** Within a reasonable time after performing any work pursuant to this Easement, Grantee shall clean up the Permanent and Temporary Easement Areas and shall repair pavement and reseed lawn areas it disturbs.

**Prohibited Uses:** Any activity on or use of the sidewalk or Easement Area inconsistent with the purpose of this Easement is prohibited without limit. Without limiting the generality of this provision, the following activities and uses are expressly prohibited:

**Motor Vehicles:** The use of any motorized vehicles or devices other than wheelchairs, unless specifically authorized by law;



Drafted By:  
Wm. Douglas Winters  
McLain & Winters  
61 N. Huron St.  
Ypsilanti, MI 48197

When recorded return to:

Karen Lovejoy Roe, Clerk  
Charter Township of Ypsilanti  
7200 S. Huron River Drive  
Ypsilanti, MI 48197

Transfer Tax: Exempt MCL 207.505(a) and 207.526(a)

Recording Fee: \_\_\_\_\_

Parcel IDs: K-11-06-325-010

# PROPOSAL FOR ENVIRONMENTAL CONSULTING SERVICES

## AKT Peerless Proposal No. PF-24514-1

### Introduction

AKT Peerless is pleased to submit its proposal to provide environmental consulting services for the following property:

- 1165 Ecorse Road and 1160 Davis Street  
Ypsilanti Township, Michigan

AKT Peerless understands the Client intends to make the subject property available for redevelopment.

### Scope of Work

AKT Peerless is pleased to submit its proposal to provide environmental consulting services. AKT Peerless' Phase I ESA will be based on (1) the scope and limitations of the American Society for Testing and Materials (ASTM) *Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process / Designation E 1527-13* (ASTM Practice E 1527) which outlines good commercial and customary practice for conducting a Phase I ESA, and (2) the United States Environmental Protection Agency (USEPA) Standards and Practices for All Appropriate Inquiries (40 CFR Part 312).

Certain users of the proposed Phase I ESA may be able to satisfy one of the environmental due diligence requirements to qualify for the bona fide prospective purchaser, contiguous landowner, or innocent landowner liability protections available under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980, the Superfund Amendments and Reauthorization Act (SARA) of 1986, and the Small Business Liability and Brownfield Revitalization Act (Brownfield Amendments) of 2002.

For the purpose of the proposed Phase I ESA, the Client will be the party that retains AKT Peerless to complete this Phase I ESA. AKT Peerless will not make an independent determination whether its Client is a *User* and intends to use this Phase I ESA to qualify for Landowner Liability Protection (LLP) under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980.

In accordance with ASTM Practice E 1527, a *User* is the party seeking to use ASTM Practice E 1527 to complete an environmental site assessment of the subject property. A *User* may include, without limitation, a potential purchaser of property, a potential tenant of property, an owner of property, a lender, or a property manager. Furthermore, a *User* seeking to qualify for an LLP under CERCLA has specific obligations for completing a successful application of this practice, including the Client and User Requirements described below. AKT Peerless' scope of work does not include an evaluation or completion of these specific user obligations under the ASTM Practice E 1527, unless otherwise noted in this proposal.

The purpose of AKT Peerless' proposed ESA will be to provide an independent, professional opinion of the *recognized environmental conditions* (RECs)<sup>1</sup>, *historical recognized environmental conditions* (HRECs)<sup>2</sup>, and *controlled recognized environmental conditions* (CRECs)<sup>3</sup>, in connection with the subject property, if any. AKT Peerless' Phase I ESA is designed to identify adverse environmental conditions and the possible need for a more definitive study addressing specific areas of concern, if any. The proposed Phase I ESA will be intended to reduce, but not eliminate, uncertainty regarding the potential for RECs, HRECs, and CRECs in connection with the subject property.

## Client Requirements

AKT Peerless requests that the Client provide the following information to facilitate developing a history of the previous uses of the subject property and surrounding area, and to aid the identification of conditions of potential environmental concern in connection with the subject property:

- Environmental records or reports regarding potential or known environmental liabilities associated with the subject property.
- The precise geographic location of the subject property, either by address, legal description, land survey, site map, or assessor's parcel number (APN, a.k.a. parcel identification number, ward/item number, etc.) and its relation to neighboring sites and/or cross streets in close proximity to the subject property.
- Completed and signed "Client Environmental Questionnaire"
- Completed Document Request Form
- Best time to schedule interview
- User Obligations for LLP, if any, in accordance with E 1527 and AAI

In addition, if underground storage tanks (USTs) are known to be present at the subject property, AKT Peerless requests that the client provide (or obtain from the current UST operator) copies of documentation (e.g., permits, registration records, insurance certificates, etc.) regarding the compliance status of on-site USTs relative to currently applicable engineering upgrade requirements for leak detection, corrosion protection, and overspill protection.<sup>4</sup>

## User Requirements

In order to qualify for one of the LLPs offered by the Small Business Liability Relief and Brownfields Revitalization Act of 2002 (the "Brownfields Amendments"), a *User* must conduct certain inquiries as described in 40 CFR 312. If the Client intends to use ASTM Practice E 1527 to qualify for a LLP to CERCLA

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<sup>1</sup> ASTM Standard Practice E 1527-13 defines the term REC as the presence or likely presence of any hazardous substance or petroleum product in, on, or at a property: (1) due to any release to the environment; (2) under conditions indicative of a release to the environment; or (3) under conditions that pose a material threat of a future release to the environment.

<sup>2</sup> ASTM Standard Practice E 1527-13 defines the term HREC as a past release of any hazardous substance or petroleum products that has occurred in connection with the property and has been addressed to the satisfaction of the applicable regulatory authority or meeting unrestricted residential use criteria established by a regulatory authority, without subjecting the property to any required controls.

<sup>3</sup> ASTM Standard Practice E 1527-13 defines the term CREC as a REC resulting from a past release of hazardous substances or petroleum products that has been addressed to the satisfaction of the applicable regulatory authority, with hazardous substances or petroleum products allowed to remain in place subject to the implementation of required controls.

<sup>4</sup> If a UST system is present, the client should also be prepared to disclose to AKT Peerless the mechanism by which the current or new tank owner/operator will meet financial assurance obligations.

liability, then AAI requires that certain tasks be performed by - or on behalf of – that party. As appropriate, these inquiries must also be conducted by EPA Brownfield Assessment and Characterization grantees. While such information is not required to be provided to the Environmental Professional, AKT Peerless requests that the Client provide such information via a Questionnaire, Document Request Form, and Interviews as such information can assist the AKT Peerless in identifying environmental conditions.

## Scope of Work

In accordance with ASTM Standard Practice E 1527-13, AKT Peerless' ESA will include the following tasks:

- A reconnaissance of the subject property, as well as observation of the adjoining properties as feasible from the subject property and public right-of-ways, to identify uses or activities that may pose an environmental concern to the subject property, including a review of: (1) general activities occurring at the subject property, (2) existing subject property conditions, and (3) the uses of adjoining properties.
- A review of current environmental database information compiled by a variety of regulatory agencies to evaluate potential environmental risks associated with the subject property, adjoining properties, and other sites that are (1) identified on target lists, and (2) within varying distances of up to one mile from the subject property<sup>5</sup>.
- A review of reasonably ascertainable agency file information associated with known or suspected sites of environmental concern maintained by federal, state and local regulatory agencies, including records of compliance, as appropriate. Files will be reviewed for the subject property. Files for adjoining properties, and nearby sites that may present a concern to the subject property, will be reviewed, but additional fees may apply. If such records are not reviewed, AKT Peerless will provide written justification as to why a review was not completed.
- A review of reasonably ascertainable standard historical sources to develop a history of the previous uses of the subject property and surrounding area back to their obvious first developed uses, or 1940, whichever is earlier; such sources may include aerial photographs, maps (e.g., topographic, fire insurance, plat, etc.), city directories/address indexes, previous environmental assessments, and municipal records, as appropriate.
- A review of reasonably ascertainable records pertaining to regulated waste generation, registered USTs, leaking UST (LUST) incidents, or other environmental events occurring on the subject property or nearby sites that AKT Peerless judges to have a potential to pose an environmental concern to the subject property.
- The consideration of adjoining property use and activity.
- A review of readily available environmental information and reports maintained for the subject property.
- Interviews with persons, including regulatory agency representatives, who are familiar with past and present uses, activities, and/or environmental concerns at the subject property and adjoining properties.
- Discussion regarding compliance with Activity and Use Limitations (AULs), if any.
- An evaluation of information obtained from the aforementioned sources to determine if RECs, CRECs, or HRECs exist in connection with the subject property.

During the assessment, AKT Peerless will evaluate or consider: (1) the potential for contamination of soil, soil vapor, and groundwater at the subject property, (2) the possible presence of underground or

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<sup>5</sup> AKT Peerless will use search radii that meet or exceed ASTM's recommended minimum search distances.

aboveground storage tank systems at the subject property, (3) the possible presence of hazardous substances or petroleum products at the subject property, (4) the proximity of the subject property to known and/or suspected sites of environmental concern, and (5) the historical use of the subject property.

AKT Peerless will prepare a written report documenting the data and information gathered during the Phase I ESA. AKT Peerless' report will summarize the known environmental conditions associated with the subject property, if any. Unless advised otherwise by the Client, AKT Peerless will include recommendations for further investigation of the noted environmental concerns.

The conclusions and recommendations will reflect AKT Peerless' best professional judgment, and will be based upon the conditions observed and information made available at the time of the assessment.

## Schedule

AKT Peerless will implement work immediately and will provide its Phase I ESA within three weeks of your authorization to proceed.

## Fees

AKT Peerless proposes to provide the services described in this proposal for the total estimated cost described below:

Total Estimated Cost - Phase I ESA	\$2,150
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Additional fees may be charged to adequately and appropriately evaluate potential environmental concerns that may be presented by uses of (or events at) adjoining or nearby properties<sup>6</sup>. AKT Peerless' proposal includes reviewing regulatory agency records for the subject property. However, AKT Peerless may charge an additional fee to review regulatory agency records for any adjoining or nearby sites we judge to be a potential environmental concern to the subject property. Furthermore, the additional costs for municipal fees related to Freedom of Information Act (FOIA) responses may be passed on to the Client, if necessary. AKT Peerless will promptly apprise the client of the relative cause for such additional fees, and will not complete the extra activity unless Client authorizes AKT Peerless to do so.

AKT Peerless' cost estimate for its proposed scope of work includes one (1) hour of consulting time after the project is complete. Follow-up services provided by AKT Peerless, such as additional research, post-publication modifications to the report, project meetings, etc., shall be billed based on AKT Peerless' standard professional service fee schedule for Phase I ESA modifications and/or project support outside of the scope of work.

Unless requested otherwise, AKT Peerless will provide an electronic copy of the final report. Paper copy reports, if requested, will be provided at a rate of \$75 per copy.

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<sup>6</sup> If AKT Peerless deems it necessary to review such records that are maintained by federal, state, or local regulatory agencies, the overall time to complete the project may be delayed due to agency response times. As necessary, AKT Peerless may require a change order to review government files for adjoining and nearby sites.

## Limitations

AKT Peerless will make reasonable efforts to determine if USTs or related equipment (collectively referred to as UST systems) are or have been present at the subject property. AKT Peerless defines reasonable efforts as obtaining and evaluating information from visual observations of unobstructed areas and from the historical sources described above in this proposal. AKT Peerless recognizes, and urges users of the proposed assessment to acknowledge, that the accuracy of our conclusions relative to the on-site presence or use UST systems directly corresponds to the presence of obstructions (e.g. snow, densely growing vegetation, standing water, pavement, equipment, structures, storage, debris, etc.) at the time of the reconnaissance, or to our receipt and evaluation of incorrect or incomplete information.

Unless specifically noted in the proposed scope of work, AKT Peerless will not evaluate any potential environmental conditions (i.e., further areas of possible business/environmental concern and/or liability) that are outside the scope of ASTM Practice E 1527. Examples of such non-ASTM potential environmental conditions that are beyond the scope of this Phase I ESA include cultural and historic resources, ecological resources, endangered species, health and safety, high-voltage power lines, indoor air quality, industrial hygiene, lead-based paint, lead in drinking water, moisture intrusion, mold, noise pollution, radon, asbestos, and/or regulatory compliance. If the Client requires any of these services, please contact AKT Peerless to provide a proposal to conduct these services under a separate scope of work.

AKT Peerless' scope of work is limited to investigating the past uses of the subject property, though some historical information is also reviewed for adjoining properties, but does not include investigating past uses of surrounding or nearby properties.

AKT Peerless is not proposing to conduct any sampling or analysis of the subject property's natural resources. If visual observations or information obtained during the Phase I ESA indicate the need for any sampling or analysis of soil, soil gas, and/or groundwater, AKT Peerless will promptly contact you to convey our findings and related opinions, and to discuss a proposed scope of services to address those concerns.

This proposal and the associated cost estimate are valid for **60** days. After 30 days have elapsed, AKT Peerless reserves the right to alter the scope of work and estimated cost. Any unexpected or extraordinary concerns that become apparent during the assessment may require a revision in the scope of work and cost and could delay the project. AKT Peerless will notify you of any concerns or necessary changes in the proposed scope of work. Changes in the scope of work and the estimated price would be dependent on potential changes in the amount of available site information, regulatory requirements, seasons, economic conditions, etc. If necessary, AKT Peerless will provide an altered scope of work and the associated price estimate for approval prior to initiating project activities.

This proposal, including: descriptive material, pricing, discussion of proposed methods to be used or implemented by AKT Peerless, and related information set forth herein are confidential; these items constitute trade secrets of and are proprietary to AKT Peerless. AKT Peerless is submitting this information for informational purposes only, based on the express understanding that it will be held in strict confidence; will not be disclosed, duplicated, or used, in whole or in part, for any purpose other than the evaluation of this information; and will not, in any event, be disclosed to third parties, without prior written consent of AKT Peerless.



## **Terms and Conditions**

By signing this proposal, the Client agrees to the terms and conditions presented as Appendix A. Unless otherwise noted, AKT Peerless will prepare and render invoices for work performed to date on a monthly basis.

# PROPOSAL ACCEPTANCE FOR

Phase I Environmental Site Assessment

1165 Ecorse Road and 1160 Davis Street, Ypsilanti Township, Michigan



This proposal submitted by:

\_\_\_\_\_  
Robert W. Lambdin  
Director of Operations

Proposal submitted on:

May 20, 2019

Please authorize the proposal by executing below:

Proposal amount: **\$2,150**

Client contact:

Sara Jo Shipley

**Charter Township of Ypsilanti**

7200 South Huron River Drive

Ypsilanti, Michigan 48197

AKT Peerless Proposal No.

PF-24514-1

Acceptance:

\_\_\_\_\_  
**Charter Township of Ypsilanti**

Print Name:

\_\_\_\_\_

Title

\_\_\_\_\_

Date

\_\_\_\_\_

**TO EXPEDITE COMPLETION OF THIS PROJECT, PROVIDE THE FOLLOWING:**

PROPERTY OWNER NAME:

PROPERTY OWNER CONTACT INFORMATION:

\_\_\_\_\_  
KEY SITE CONTACT NAME:

\_\_\_\_\_  
KEY SITE CONTACT INFORMATION:

\_\_\_\_\_  
LENDER NAME:

\_\_\_\_\_  
LENDER CONTACT INFORMATION:

# **Appendix A**

## **Terms and Conditions**

## AKT PEERLESS TERMS AND CONDITIONS

The following Terms and Conditions govern the services (referred to herein as “work” or “services”) to be performed by AKT Peerless (“we”, “us”, “our”, “AKT Peerless” or “Consultant”) for you (“you”, “your” or “Client”). By accepting the proposal or authorizing all, or any portion, of the work to be performed by Consultant, Client shall be deemed to accept these terms and conditions, as if set forth in full, in the proposal to which these terms and conditions apply (when accepted, the proposal and these Terms and Conditions constitute the “Agreement” (hereinafter, this “Agreement”).

1. **Performance:** Consultant will provide advice, consultation and other environmental services to Client in a manner consistent with the level of care and skill ordinarily exercised by members of Consultant’s profession currently practicing under similar conditions and in the same locality. Consultant shall use commercially reasonable best efforts to comply with all federal, state, and local statutes, codes, laws and administrative regulations relating specifically to the services to be performed by Consultant, including, but not limited those related to environmental, fire, safety and health matters. Finally, it is Consultant’s obligation to have marked by appropriate utility companies the location of all underground utilities or improvements.

AKT Peerless prides itself in rapid responses to client inquiries. Therefore, we make extensive use of e-mail and facsimile machines to communicate with our clients. We will communicate with you via the e-mail address and/or facsimile number on file for you. In the case of facsimiles, please let us know if you would like us to call first before faxing. At present, AKT Peerless does not use any encryption programs for our outgoing e-mail. All written, telephone, facsimile or email communication between the Client and AKT Peerless shall not be considered unwanted commercial speech (e.g. “spam”) unless written notification is provided.

2. **Client Cooperation:** Client shall use commercially reasonable best efforts to cooperate fully with Consultant in meeting Consultant’s responsibilities herein. Such cooperation shall include but shall not be limited to providing: 1) access to the real estate, buildings or other property, 2) such surveys and other records concerning the subject matter of the project, and 3) all communications with regulatory agencies and other parties that may have an interest related to the project as may be in Client’s possession or under its control. Client shall provide Consultant with a written description of all information required to enable Consultant to perform its services, including documents, data and other information concerning the presence of any hazardous, radioactive, toxic, irritant, pollutant or otherwise dangerous substances or conditions that Client knows or has reason to believe may be located at, on or under the property. Consultant shall not be liable for any incorrect advice, judgment, recommendation, finding, decision or conduct based upon any inaccurate or incomplete information supplied, or withheld, by Client, or errors or incorrect statements of governmental agencies or third parties relied on by Consultant. Client agrees to provide an on-site contact to identify utilities and improvements. Client acknowledges that, in the event any subsurface investigation is required, it is inevitable that some damage or destruction to the current property conditions shall occur. Repair of concrete and/or surface structures is not included as part of this proposal and Consultant shall have no liability to repair same, except as may be specifically set forth in the proposal.

3. **Payment:** The Client agrees to pay Consultant for all services and expenses, according to this agreement, through the termination or completion date, plus all interest, and expenses or costs incurred for early termination as set forth below and all costs of collections, including reasonable attorney fees. Any work requested hereunder, either in the proposal or subsequent change orders will be performed at the prices agreed to in the proposal and/or according to the provisions of the Consultant’s standard rate schedule. If requested, prior to performing any services AKT Peerless may require a retainer (“Retainer”). AKT Peerless shall hold the Retainer and apply it to the final invoice from AKT Peerless to the Client (with any excess left over, immediately returned to the Client). Consultant reserves the right to amend the rate schedule in advance of any future work. Client understands that outside services contracted and paid for by Consultant which are included in the proposal will be billed to the

Client at cost plus fifteen percent (15%). All invoices submitted to Client shall be payable within thirty (30) days of issuance by Consultant. Any payment not received within that period will bear interest at the rate of one and one half percent (1.5%) per month thereafter. Client agrees that it shall pay Consultant at Consultant's then prevailing rate for all time spent on behalf of Client in preparation for any court, administrative, or other legal proceedings arising out of the services provided under this Agreement, whether or not Consultant is subpoenaed to appear at such proceeding by Client or any third party. In the event that payment is not received by Consultant on any invoice within thirty (30) days of the issuance of the invoice, Consultant may then, by written termination notice to Client, terminate this Agreement (and any other existing contracts between Client and Consultant) and apply any existing Retainer to outstanding invoices without incurring any liability to Client; such termination by Consultant shall be effective immediately upon Consultant's issuance of the termination notice. Any objection to any invoice must be made by the Client, in writing, within ten (10) business days after the invoice is issued by Consultant, or the objection shall be deemed waived.

4. **Termination:** In addition to any other rights of Consultant to terminate this Agreement, Consultant may terminate this agreement if, in its sole discretion, it believes that any request from Client may violate applicable professional standards, law, or regulations and the parties are unable to reach a satisfactory resolution of the issue. Additionally, this agreement may be terminated by either party upon thirty (30) days written notice, unless such termination shall irreparably harm either party. In the event that Client terminates this agreement prior to the completion of Consultant's work, Client agrees to pay Consultant for the work that has been performed through the date of termination and for efforts that are expended by Consultant to wrap up its work in a professional, businesslike manner (including, without limitation, costs and fees for demobilizing from a site, for proper handling and disposal of samples, for organization of files and reports and the like) and in addition, Client shall pay Consultant an additional amount equaling ten percent (10%) of the agreed initial estimated price, as a reimbursement for loss of opportunity. In no event shall any payment pursuant to this section 4 exceed the original agreement amount by ten percent (10%).

5. **Indemnification:** Client shall defend, indemnify, and hold harmless Consultant, its subcontractors, and their respective officers, directors, shareholders, members, attorneys, agents and employees from and against any and all liability, claims, demands, lawsuits, losses, damages, penalties, expenses and costs, including reasonable attorney fees ("**Damages**"), whether direct, indirect or consequential: that arise as a result of Client's negligence, gross negligence, or willful misconduct. All claims brought against Consultant, relating to the services provided by Consultant or otherwise, whether based upon contract, tort, statute or otherwise, must be brought within one (1) year from completion of the contracted services or they shall be forever barred. The Client acknowledges that Consultant has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant or otherwise dangerous substance or condition at the real estate as to which Client has requested Consultant's services.

Consultant agrees to defend, indemnify, and hold harmless Client, its subcontractors, and their respective officers, directors, shareholders, members, attorneys, agents and employees from and against any and all Damages, whether direct, indirect, or consequential arising out of, or in any way connected with Consultant's negligence, gross negligence or willful misconduct in the performance of services under this Agreement.

In addition to the other limitations contained in this section 5 and elsewhere in these Terms and Conditions, a party's obligation to the other hereunder shall be limited to the party's relative fault among all persons or entities that may have contributed to or caused the Damages at issue, as determined by a court of competent jurisdiction or as the allocation of fault may otherwise be agreed by the parties.

The Client understands that its incentive services involve incentive programs, not entitlement programs, and, as such, approval of any incentive benefit is not guaranteed. Strict compliance with the applicable incentive legislation is needed in order to even qualify for consideration by the applicable government agency. This compliance is the responsibility of the Client. Tax increment finance tables involve projected revenue that is highly dependent on post-development taxable values determined through the normal assessment process. The Client

agrees to indemnify and hold harmless AKT Peerless from all claims, losses, expenses, fees including reasonable attorney fees, costs, and judgments that may be asserted against the Client arising out of this Agreement, or the Client's application and/or qualification for incentive programs (provided, however, this indemnity shall not apply to claims arising out of the gross negligence of AKT Peerless or its employees or agents). The Client is strongly encouraged to seek legal advice, at the Client's own expense, on all legal matters or questions that may arise regarding these incentives and to have any documents prepared by AKT Peerless for submission to any federal, state or municipal government or agency reviewed by competent legal counsel before submission. The Client is strongly encouraged to seek accounting services, at the Client's own expense, on all tax matters or questions that may arise regarding these incentives and to consult with the Client's accountant prior to submission of any tax forms. In no event shall the liability of AKT Peerless under this Agreement for any claim whatsoever exceed amounts paid by Client to AKT Peerless for the particular task giving rise to such claim. Further, in the event AKT Peerless is successful in obtaining governmental incentives for Client, they require strict compliance after approval of same to obtain their benefits. Certain failures to comply on an ongoing basis can terminate or limit the availability of the full benefits received, require repayment or have negative tax consequences. AKT Peerless assumes no liability for post award actions of Client.

6. **Insurance and Limitations of Liability:** Consultant and its subcontractors shall procure and maintain at its own expense, during the term of this Agreement, the following insurance, with limits of liability at least as set forth below, and upon such terms and conditions as are customary in the industry:

- (a) Comprehensive general liability insurance in the amount of \$1,000,000 combined per occurrence and \$2,000,000 combined per aggregate;
- (b) Professional liability (errors and omissions) insurance in the amount of \$1,000,000 combined per occurrence and \$2,000,000 combined aggregate limit;
- (c) Pollution liability insurance in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate;
- (d) Automobile liability insurance in the amount of \$1,000,000 combined single limit for bodily injury for property damage; and
- (e) Workers' Compensation insurance complying with the laws of the state(s) in which Consultant's services are performed hereunder.

Notwithstanding anything contained herein to the contrary, Consultant's liability to Client for any claimed Damages arising out of or in any way related to this Agreement or the services provided by Consultant shall be limited to the amounts available under the above insurance policies. However, in no event shall the liability of AKT Peerless for any redevelopment incentive or tax credit service under this Agreement for any claim whatsoever exceed amounts paid by Client to AKT Peerless for the particular task giving rise to such claim. Consultant will not be responsible for any claims arising out of the negligence, gross negligence, or willful misconduct by Client or by any person or entity not under the direct control of Consultant. In no event shall Consultant have any liability for any claims (whether based upon contract or tort) for any loss of business opportunity, profits or any special, incidental, consequential or punitive damages. In the event Client perceives that it has suffered any Damages as a result of the services provided by Consultant or in any way arising out of or related to this Agreement, Client agrees to provide Consultant with reasonable notice of and an opportunity to cure the claimed Damages, prior to or within ten (10) days of discovery of same. Failure to so provide said notice and opportunity to cure shall act as an absolute bar to any recovery for any Damages. Unless an emergency otherwise dictates, Consultant shall have no more than thirty (30) days after receiving notice as provided herein to cure any defect for which Client provides notice hereunder, unless such cure requires additional time to implement or complete, in which case Consultant shall be provided a commercially reasonable amount of time to complete the cure. Failure by Consultant to cure any defect as provided herein shall in no event bar or preclude any defense to which Consultant may otherwise be entitled. Finally, Consultant shall have no liability or obligation to Client for Damages greater than the minimum requirements as set forth under the applicable state law and the most cost effective and reasonable remedy provided thereunder in consideration of all relevant facts.

Consultant shall not be liable to Client for failure to comply with the terms of Section 1 unless such non-compliance is due to the negligence, gross negligence, or intentional misconduct of Consultant. Client acknowledges that Consultant has made no representations, express or implied, and no warranty or guarantee is included or intended in any report, opinion, or document regarding the results to be achieved upon completion of the services except as set forth herein. In the case of incentives work, Client understands that the decision to grant any incentives is wholly that of the applicable governmental agencies.

7. **Confidentiality:** Consultant shall retain as confidential all information, samples and data furnished to it by Client or collected by it during the course of the work performed under the Agreement or any amendment thereto. Such information shall not be disclosed to any third party except as directed by Client or as required by law, regulation or court order. Prior to making any disclosure required by law, regulation or court order, Consultant shall notify client of the obligation to make such disclosure and provide Client with a reasonable opportunity to lawfully challenge the need to make such disclosure. Any such challenge shall be performed at Client's sole cost and expense, including but not limited to any payments to Consultant for its time spent assisting in such challenge. Consultant shall retain all reports generated for a period of three (3) years after completion of any project. Client authorizes Consultant to destroy any file or retain portions thereof, in the discretion of Consultant after said time. Any samples obtained by a Consultant under this Agreement will be discarded within thirty (30) days after laboratory analyses unless another time period is mutually agreed to in writing.

8. **Final Product:** Client acknowledges that any environmental report is merely a "snapshot" of the subject property at the time the investigation was performed and any material change in the use or condition of the property shall directly terminate any further obligation of Consultant for the accuracy of the report. In no event shall this report be relied on for more than one-hundred eighty (180) days after the date of issuance. If at any time after the issuance of the final report, Client becomes aware of any information previously unknown that would materially alter the findings or conclusions contained therein, Client agrees to immediately provide Consultant with same and allow Consultant to revise the report accordingly, except that Consultant shall not be required to make such revisions if such information was withheld by Client in violation of this Agreement. Client further understands that the failure to discover hazardous, radioactive, toxic, irritant, pollutant, petroleum or otherwise dangerous substances, products, or conditions does not guarantee that these materials do not exist at the property, and that hazardous materials may later be found on such a site. Client agrees that Consultant is not responsible for any failure to detect or clean up the presence of hazardous materials unless: (1) the failure to detect same is caused by Consultant's negligence, gross negligence or willful misconduct; and (2) Client suffers Damages as a result. Client agrees that any Damages related to said failure shall be further limited by the provisions of this Agreement.

All tax increment finance projections and other incentive related documents shall be supplied in paper or printable document file (PDF) format. The source documents are considered work product and will only be released at the sole discretion of AKT Peerless. If source documents are released, it is under a one (1) month license only to the Client who shall not modify, alter, copy or distribute the source documents without the expressed written permission of AKT Peerless and shall destroy or return the source documents and all copies to AKT Peerless upon expiration of the license.

AKT Peerless ordinarily retains client files for a reasonable period of time after the conclusion of a matter. If requested, AKT Peerless will provide these files to you (excluding our notes and other work products) at the conclusion of the matter upon your request. If you do not request the files, after a reasonable period of time, unless you advise us in writing to the contrary, we shall be free to dispose of them. If you request that we turn our files over to you or to another firm and you have not fully satisfied all of your obligations to us under this agreement, including the payment of all fees and costs, we shall be entitled to hold the files as security for performance of those obligations.

9. **Lien:** In order to secure repayment of the amounts required hereunder, Consultant hereby notifies client that it intends to utilize any rights it may have under Michigan's Construction Lien Act (MCLA 570.1101 *et seq*) or

such similar provision which may be in force in the jurisdiction where the work under the Agreement is performed. Client further agrees to execute and deliver to Consultant any and all documents necessary and/or grants Consultant power of attorney to execute and record on their behalf all documents in order to comply with the requirements of the Act.

10. **Changes:** The parties acknowledge that neither this Agreement nor any proposal may be modified except upon written agreement by both parties. If changes occur in the project, or events are discovered during Consultant's work, these events may require alterations to the scope of work. If such changes are required by changes in the statutes, regulations, governmental authorities or the interpretations thereof, this agreement and proposal shall therefore be amended to incorporate those changes and the compensation to Consultant shall be adjusted accordingly. If the Client alters the scope of work proposed by Consultant, Consultant shall have no liability whatsoever for any Damages based upon the final product, if in the performance of the Consultant's original proposal; the claimed defect could have been discovered. Client further acknowledges that the costs in the proposal are merely estimates. These estimates are made by Consultant on the basis of its experience, qualifications, and professional judgment, but are estimates and not guaranteed.

11. **Delays:** Consultant shall use commercially reasonable best efforts in performing the services under this agreement. However, Consultant shall not be responsible for any delay or failure to perform its services if there is any failure to provide or delay in providing Consultant with necessary access to the properties, documentation, information, materials or contractors retained by Client or its representatives, or due to any act of God, labor trouble, fire, inclement weather, act of governmental authority or the failure to gain cooperation of any necessary third party or any other act beyond the control of Consultant. In the event said events do occur, then the time for Consultant's for completion of this Agreement shall be extended by a commercially reasonable period under the circumstances. If any delay is caused by either the acts or omissions of Client or by any third party (including Governmental agencies) Consultant shall be entitled to additional compensation, based upon standard rates, for the additional efforts required in obtaining said approvals, documentation or access.

12. **Reliance and Reliance Letters:** The services performed and issuance of any report which is to be generated is for the sole benefit of Client and no other individual or entity may therefore rely on same without the express written permission of Consultant. Consultant acknowledges that, from time to time, Client may require that Consultant issue to Client's financial institution or other third party a Reliance Letter. Consultant agrees, at no additional cost, to provide same, so long as it is subject to these Terms and Conditions and that said request is made within one hundred eighty (180) days of the final report. Client agrees that it shall provide a copy of these Terms and Conditions to its financial institution or other third party and that the financial institution shall accept same and shall acknowledge that any such reliance shall be effective only as to the condition of the property on the date the final report was written. Consultant shall not be required to provide reliance on any report older than 180 days. In the event that Consultant does agree to provide a Reliance Letter, the party seeking reliance must agree in writing to be bound by these Terms and Conditions. Any reliance shall only be as of the date the report was published. For reliance requests based upon these reports, Consultant's liability for any and all Damages in any way related to the services provided by Consultant, either directly or indirectly, whether by agreement or otherwise, shall be limited to the cost of the services provided by Consultant hereunder. In accepting this limitation, Client and any other relying party shall acknowledge that ASTM E-1527, Section 4.6, states that any Phase I Environmental Site Assessment older than one hundred eighty (180) days is no longer valid and therefore acknowledges that this reduced limitation of liability is reasonable.





# PROPOSAL FOR A SUBSURFACE INVESTIGATION

## SUBJECT PROPERTY

1165 Ecorse Road & 1160 Davis Road  
Ypsilanti Township, Michigan

**PREPARED FOR** Ms. Brenda Stumbo  
**Charter Township of Ypsilanti**  
7200 South Huron River Drive  
Ypsilanti, Michigan 48197

**PROPOSAL #** PF-24708

**PROJECT #** 5075

**DATE** June 26, 2019

# PROPOSAL FOR A SUBSURFACE INVESTIGATION

1165 Ecorse Road & 1160 Davis Road, Ypsilanti Township, Michigan

AKT Peerless Proposal No. PF-24708

AKT Peerless Project No. 5075

## Introduction

AKT Peerless appreciates the opportunity to present its proposal to conduct environmental services at 1165 Ecorse Road and 1160 Davis Road in Ypsilanti Township, Michigan. The Client has requested an evaluation of the potential for the presence of Per- and Polyfluoroalkyl (PFAS/PFOA) compounds at the subject property based on the historical usage of fire suppression foam at the property.

Fire fighting foam is divided into two classes; Class A Foam (utilized to extinguish fires involving wood, paper and brush); and Class B Foam (utilized to extinguish fires involving gasoline, oil and jet fuel). Class B Foam is also referred to as Aqueous Film Forming Foam (AFFF). PFAS is the active ingredient in AFFF and, therefore, any site that may have utilized Class B Foam may have associated subsurface impact(s). As such, AKT Peerless will complete a subsurface investigation to evaluate the potential for PFAS to have impacted the subject property.

## Scope of Work

AKT Peerless has established the following scope of work to evaluate the potential for PFAS/PFOA impact on the subject property.

- Advance six soil borings all to be converted into temporary monitoring wells evaluate for the presence of (PFAS/PFOA) compounds. The locations selected for PFAS/PFOA evaluation were selected based on the historical location of the on-site building and potential training location(s) on the eastern grassed portion of the subject property. In addition, previous investigations at the site have indicated groundwater flow to be to the northeast which influenced proposed boring location placement. As presented in methodologies, AKT Peerless will complete the proposed sampling in accordance with all regulatory and industry standards to ensure data quality and accuracy.
- Prepare a Subsurface Investigation Summary Report.

## Boring Placement and Laboratory Analysis

Sample locations were selected to evaluate the most likely impacted areas based on the aforementioned considerations. Two soil and one groundwater sample will be collected from each location (assuming groundwater is encountered at or near the previously identified 10-18 feet below grade). One soil sample will be collected from near surface soils while the second soil sample will be collected from the “smear zone” above the water table.

Soil and groundwater samples collected for chemical analysis will be submitted under chain-of-custody to a fixed-base, independent laboratory. The laboratory will conduct laboratory analyses using EGLE and/or U.S. Environmental Protection Agency (EPA) approved analytical methods. Note that current laboratory turnaround time for PFAS/PFOA analysis is 2-3 weeks.

### **Methodologies and Quality Control**

AKT Peerless will advance six 20 foot-foot-deep soil borings. AKT Peerless will either: (1) use a hand auger, (2) use a hydraulic push probe, (3) retain a drilling contractor to use a Geoprobe®, or (4) retain a drilling contractor to use hollow-stem augers.

It is anticipated that borings will be advanced with a hydraulic push probe or Geoprobe®. When possible, a macro core soil sampler will be used to collect continuous soil samples. If time is limited or subsurface soils restrict the penetration of the macro core sampler, a 2-foot-long discrete sampler will be used in place of the macro sampler.

If hollow stem augers are used the driller will follow the ASTM publication D1586-11: *Standard Test Method for Standard Penetration Test Split-Barrel Sampling of Soils*. While drilling with hollow-stem augers, soil samples will be collected in 2-foot-intervals using a 2-foot-long, 2-inch-diameter, split-spoon sampler.

AKT Peerless will request the local utility companies to mark on the ground surface the locations of buried utilities (e.g., electrical lines, telephone lines, sewers, water mains, and natural gas pipes). Before starting drilling operations, Ypsilanti Township will provide AKT Peerless with all available documents, drawings, and maps that indicate buried utility lines and underground storage tanks (USTs) at the site, if necessary.

Soil samples collected in the field will be visually examined in accordance with the Unified Soil Classification System, ASTM D2488-09a: *Standard Practice for Description and Identification of Soils (Visual-manual) Procedure*. As appropriate, soil samples collected in the field will be screened for volatile organic compounds (VOCs) using a portable organic vapor meter/photoionization detector (OVM/PID). To ensure accurate VOC screening, the quantity of the soil, temperature, and headspace volume will be kept as constant as possible. The OVM/PID will be calibrated prior to mobilization to the site.

Strict decontamination procedures will be followed during the completion of investigation activities by AKT Peerless personnel to reduce the potential for cross-contamination. All drilling and down-hole sampling equipment will be decontaminated prior to first use onsite, and thereafter between uses, using a high-temperature, high-pressure spray washer, and/or a vigorous wash in an Alconox solution, followed by a tap water rinse, and a distilled water rinse.

If groundwater is encountered, AKT Peerless will install temporary groundwater monitoring wells at each soil boring locations drilled at the subject site. The monitoring wells will be installed to a maximum depth of 20 feet bsg. Each temporary monitoring well will consist of a riser and screened section of PVC piping. The monitoring wells will be screened to bisect the static groundwater table, above a confining clay layer or at the maximum available depth due to drilling methods.

AKT Peerless proposed sampling will be conducted in conformance with the Michigan Department of Environment, Great Lakes, and Energy (EGLE) Draft PFAS Sampling Guidance, dated April 2018. All field methodologies, sampling procedures and analytical methods will be conducted in accordance with current industry standards and methodologies to ensure the data quality and minimize the potential for cross- contamination.

AKT Peerless will collect one groundwater sample from each monitoring well after: (1) evacuating at least three times the initial volume of groundwater in the well casing; (2) purging the well until

measured parameters (temperature, turbidity, oxidation reduction potential, pH, and conductivity) have stabilized; or (3) purging the well dry and allowing sufficient time for recharge.

All soil and groundwater samples will be transported to a laboratory under chain-of-custody documentation in an ice-cooled container.

**Subsurface Investigation Summary Report**

After completing the investigation, AKT Peerless will prepare a report that will include a summary of field activities, analytical results, discussion of procedures/methodologies, site map with sampling locations, discussion of results and recommendations, if appropriate.

Unless requested otherwise, AKT Peerless will provide one electronic version of the final report. Additional reports, if any, will be provided at a rate of \$75 per copy.

**Schedule**

AKT Peerless will implement work immediately and will provide the Subsurface Investigation Summary Report within 3-4 weeks following the completion of the field work. Field work will be scheduled immediately and typically takes 1 week to 10 days to complete upon authorization of the proposal. Note that current laboratory turnaround time for PFAS/PFOA analysis is 2-3 weeks.

**Fees**

AKT Peerless estimates the fees and expenses for this project will be \$15,690. All subcontracted services and outside project costs will be billed at a cost plus 15 percent. The estimated costs to provide the services described in this proposal are shown in the tables below.

**Subsurface Investigation Estimated Costs**

<b>ACTIVITY</b>	<b>COST</b>
<b>PROFESSIONAL SERVICES</b>	
Project Management	\$1,280
Field Activities	\$2,340
Report Preparation	\$2,500
<b>PROJECT COSTS</b>	
Laboratory Analyses	\$7,470*
Drilling	\$1,250
Field Supplies and Expenses	\$850
<b>TOTAL</b>	<b>\$15,690**</b>

\* Note that current turnaround time for PFAS/PFOA analysis is 2-3 weeks. Should data be required sooner, a rushed analysis charge would be applied. As of the date of this proposal, a 5 day turnaround time would have a 100% surcharge. Should the Client wish to rush the analysis, please advise AKT Peerless upon authorization of this proposal.

\*\* Should site conditions prevent completion of the scope of work, or should any other hinderances occur, AKT Peerless will contact the client immediately to determine an alternative scope of work. Additionally, should additional field or laboratory work be deemed necessary to adequately evaluate the PFAS potential, AKT Peerless will contact the Client immediately and prior to changing of the scope of work presented in this proposal.

## Limitations

If the Client chooses to alter the proposed scope of work, the Client shall advise AKT Peerless, and AKT Peerless shall propose alterations to the scope of work and related fees. The Client will authorize AKT Peerless in writing to conduct more or less work than defined in this proposal.

AKT Peerless will provide these services using its commercially reasonable best efforts consistent with the level and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

Drilling costs presented in this proposal assume that there will be no significant obstructions and delays (e.g., encountering cement rubble or boulders, sandy soil heaving into the augers, and inclement weather). If delays occur, AKT Peerless will notify the Client immediately, and AKT Peerless will revise the scope of work and fees appropriately.

This proposal and the associated cost estimate are valid for 30 days. After 30 days have elapsed, AKT Peerless reserves the right to alter the scope of work and estimated cost. Changes in the scope of work and the estimated price would be dependent on potential changes in the amount of available site information, regulatory requirements, seasons, economic conditions, etc. If necessary, AKT Peerless will provide an altered scope of work and the associated price estimate for approval prior to initiating project activities.


This proposal, including: descriptive material, pricing, discussion of proposed methods to be used or implemented by AKT Peerless, and related information set forth herein are confidential; these items constitute trade secrets of and are proprietary to AKT Peerless. AKT Peerless is submitting this information for informational purposes only, based on the express understanding that it will be held in strict confidence; will not be disclosed, duplicated, or used, in whole or in part, for any purpose other than the evaluation of this information; and will not, in any event, be disclosed to third parties, without prior written consent of AKT Peerless.

## Terms and Conditions

By signing this proposal, the Client agrees to the terms and conditions presented in Appendix A. AKT Peerless will prepare and render invoices for work performed to date on a monthly basis. All invoices shall be payable within thirty (30) days of invoice date.

# PROPOSAL ACCEPTANCE FOR SUBSURFACE INVESTIGATION

1165 Ecorse Road and 1160 Davis Road, Ypsilanti Twp, MI

This proposal submitted by:   
\_\_\_\_\_  
Mary C. Hoeh, CHMM  
Group Leader

Proposal submitted on: June 26, 2019

Please authorize the proposal by executing below:

Proposal amount: **\$15,690**

Client contact:  
Ms. Brenda Stumbo  
Charter Township of Ypsilanti  
7200 South Huron River Drive  
Ypsilanti, Michigan 48197

AKT Peerless Proposal No. PF-24708  
AKT Peerless Project No. 5075

Appendix A: Terms and Conditions

Acceptance: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**Appendix A**  
**Terms and Conditions**

## AKT PEERLESS TERMS AND CONDITIONS

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1. **Performance:** Consultant will provide advice, consultation and other environmental services to Client in a manner consistent with the level of care and skill ordinarily exercised by members of Consultant’s profession currently practicing under similar conditions and in the same locality. Consultant shall use commercially reasonable best efforts to comply with all federal, state, and local statutes, codes, laws and administrative regulations relating specifically to the services to be performed by Consultant, including, but not limited those related to environmental, fire, safety and health matters. Finally, it is Consultant’s obligation to have marked by appropriate utility companies the location of all underground utilities or improvements.

AKT Peerless prides itself in rapid responses to client inquiries. Therefore, we make extensive use of e-mail and facsimile machines to communicate with our clients. We will communicate with you via the e-mail address and/or facsimile number on file for you. In the case of facsimiles, please let us know if you would like us to call first before faxing. At present, AKT Peerless does not use any encryption programs for our outgoing e-mail. All written, telephone, facsimile or email communication between the Client and AKT Peerless shall not be considered unwanted commercial speech (e.g. “spam”) unless written notification is provided.

2. **Client Cooperation:** Client shall use commercially reasonable best efforts to cooperate fully with Consultant in meeting Consultant’s responsibilities herein. Such cooperation shall include but shall not be limited to providing: 1) access to the real estate, buildings or other property, 2) such surveys and other records concerning the subject matter of the project, and 3) all communications with regulatory agencies and other parties that may have an interest related to the project as may be in Client’s possession or under its control. Client shall provide Consultant with a written description of all information required to enable Consultant to perform its services, including documents, data and other information concerning the presence of any hazardous, radioactive, toxic, irritant, pollutant or otherwise dangerous substances or conditions that Client knows or has reason to believe may be located at, on or under the property. Consultant shall not be liable for any incorrect advice, judgment, recommendation, finding, decision or conduct based upon any inaccurate or incomplete information supplied, or withheld, by Client, or errors or incorrect statements of governmental agencies or third parties relied on by Consultant. Client agrees to provide an on-site contact to identify utilities and improvements. Client acknowledges that, in the event any subsurface investigation is required, it is inevitable that some damage or destruction to the current property conditions shall occur. Repair of concrete and/or surface structures is not included as part of this proposal and Consultant shall have no liability to repair same, except as may be specifically set forth in the proposal.

3. **Payment:** The Client agrees to pay Consultant for all services and expenses, according to this agreement, through the termination or completion date, plus all interest, and expenses or costs incurred for early termination as set forth below and all costs of collections, including reasonable attorney fees. Any work requested hereunder, either in the proposal or subsequent change orders will be performed at the prices agreed to in the proposal and/or according to the provisions of the Consultant’s standard rate schedule. If requested, prior to performing any services AKT Peerless may require a retainer (“Retainer”). AKT Peerless shall hold the Retainer and apply it to the final invoice from AKT Peerless to the Client (with any excess left over, immediately returned to the Client). Consultant reserves the right to amend the rate schedule in advance of any future work. Client understands that outside services contracted and paid for by Consultant which are included in the proposal will be billed to the



Client at cost plus fifteen percent (15%). All invoices submitted to Client shall be payable within thirty (30) days of issuance by Consultant. Any payment not received within that period will bear interest at the rate of one and one half percent (1.5%) per month thereafter. Client agrees that it shall pay Consultant at Consultant's then prevailing rate for all time spent on behalf of Client in preparation for any court, administrative, or other legal proceedings arising out of the services provided under this Agreement, whether or not Consultant is subpoenaed to appear at such proceeding by Client or any third party. In the event that payment is not received by Consultant on any invoice within thirty (30) days of the issuance of the invoice, Consultant may then, by written termination notice to Client, terminate this Agreement (and any other existing contracts between Client and Consultant) and apply any existing Retainer to outstanding invoices without incurring any liability to Client; such termination by Consultant shall be effective immediately upon Consultant's issuance of the termination notice. Any objection to any invoice must be made by the Client, in writing, within ten (10) business days after the invoice is issued by Consultant, or the objection shall be deemed waived.

4. **Termination:** In addition to any other rights of Consultant to terminate this Agreement, Consultant may terminate this agreement if, in its sole discretion, it believes that any request from Client may violate applicable professional standards, law, or regulations and the parties are unable to reach a satisfactory resolution of the issue. Additionally, this agreement may be terminated by either party upon thirty (30) days written notice, unless such termination shall irreparably harm either party. In the event that Client terminates this agreement prior to the completion of Consultant's work, Client agrees to pay Consultant for the work that has been performed through the date of termination and for efforts that are expended by Consultant to wrap up its work in a professional, businesslike manner (including, without limitation, costs and fees for demobilizing from a site, for proper handling and disposal of samples, for organization of files and reports and the like) and in addition, Client shall pay Consultant an additional amount equaling ten percent (10%) of the agreed initial estimated price, as a reimbursement for loss of opportunity. In no event shall any payment pursuant to this section 4 exceed the original agreement amount by ten percent (10%).

5. **Indemnification:** Client shall defend, indemnify, and hold harmless Consultant, its subcontractors, and their respective officers, directors, shareholders, members, attorneys, agents and employees from and against any and all liability, claims, demands, lawsuits, losses, damages, penalties, expenses and costs, including reasonable attorney fees ("**Damages**"), whether direct, indirect or consequential: that arise as a result of Client's negligence, gross negligence, or willful misconduct. All claims brought against Consultant, relating to the services provided by Consultant or otherwise, whether based upon contract, tort, statute or otherwise, must be brought within one (1) year from completion of the contracted services or they shall be forever barred. The Client acknowledges that Consultant has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant or otherwise dangerous substance or condition at the real estate as to which Client has requested Consultant's services.

Consultant agrees to defend, indemnify, and hold harmless Client, its subcontractors, and their respective officers, directors, shareholders, members, attorneys, agents and employees from and against any and all Damages, whether direct, indirect, or consequential arising out of, or in any way connected with Consultant's negligence, gross negligence or willful misconduct in the performance of services under this Agreement.

In addition to the other limitations contained in this section 5 and elsewhere in these Terms and Conditions, a party's obligation to the other hereunder shall be limited to the party's relative fault among all persons or entities that may have contributed to or caused the Damages at issue, as determined by a court of competent jurisdiction or as the allocation of fault may otherwise be agreed by the parties.

The Client understands that its incentive services involve incentive programs, not entitlement programs, and, as such, approval of any incentive benefit is not guaranteed. Strict compliance with the applicable incentive legislation is needed in order to even qualify for consideration by the applicable government agency. This compliance is the responsibility of the Client. Tax increment finance tables involve projected revenue that is highly dependent on post-development taxable values determined through the normal assessment process. The Client

agrees to indemnify and hold harmless AKT Peerless from all claims, losses, expenses, fees including reasonable attorney fees, costs, and judgments that may be asserted against the Client arising out of this Agreement, or the Client's application and/or qualification for incentive programs (provided, however, this indemnity shall not apply to claims arising out of the gross negligence of AKT Peerless or its employees or agents). The Client is strongly encouraged to seek legal advice, at the Client's own expense, on all legal matters or questions that may arise regarding these incentives and to have any documents prepared by AKT Peerless for submission to any federal, state or municipal government or agency reviewed by competent legal counsel before submission. The Client is strongly encouraged to seek accounting services, at the Client's own expense, on all tax matters or questions that may arise regarding these incentives and to consult with the Client's accountant prior to submission of any tax forms. In no event shall the liability of AKT Peerless under this Agreement for any claim whatsoever exceed amounts paid by Client to AKT Peerless for the particular task giving rise to such claim. Further, in the event AKT Peerless is successful in obtaining governmental incentives for Client, they require strict compliance after approval of same to obtain their benefits. Certain failures to comply on an ongoing basis can terminate or limit the availability of the full benefits received, require repayment or have negative tax consequences. AKT Peerless assumes no liability for post award actions of Client.

6. **Insurance and Limitations of Liability:** Consultant and its subcontractors shall procure and maintain at its own expense, during the term of this Agreement, the following insurance, with limits of liability at least as set forth below, and upon such terms and conditions as are customary in the industry:

- (a) Comprehensive general liability insurance in the amount of \$1,000,000 combined per occurrence and \$2,000,000 combined per aggregate;
- (b) Professional liability (errors and omissions) insurance in the amount of \$1,000,000 combined per occurrence and \$2,000,000 combined aggregate limit;
- (c) Pollution liability insurance in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate;
- (d) Automobile liability insurance in the amount of \$1,000,000 combined single limit for bodily injury for property damage; and
- (e) Workers' Compensation insurance complying with the laws of the state(s) in which Consultant's services are performed hereunder.

Notwithstanding anything contained herein to the contrary, Consultant's liability to Client for any claimed Damages arising out of or in any way related to this Agreement or the services provided by Consultant shall be limited to the amounts available under the above insurance policies. However, in no event shall the liability of AKT Peerless for any redevelopment incentive or tax credit service under this Agreement for any claim whatsoever exceed amounts paid by Client to AKT Peerless for the particular task giving rise to such claim. Consultant will not be responsible for any claims arising out of the negligence, gross negligence, or willful misconduct by Client or by any person or entity not under the direct control of Consultant. In no event shall Consultant have any liability for any claims (whether based upon contract or tort) for any loss of business opportunity, profits or any special, incidental, consequential or punitive damages. In the event Client perceives that it has suffered any Damages as a result of the services provided by Consultant or in any way arising out of or related to this Agreement, Client agrees to provide Consultant with reasonable notice of and an opportunity to cure the claimed Damages, prior to or within ten (10) days of discovery of same. Failure to so provide said notice and opportunity to cure shall act as an absolute bar to any recovery for any Damages. Unless an emergency otherwise dictates, Consultant shall have no more than thirty (30) days after receiving notice as provided herein to cure any defect for which Client provides notice hereunder, unless such cure requires additional time to implement or complete, in which case Consultant shall be provided a commercially reasonable amount of time to complete the cure. Failure by Consultant to cure any defect as provided herein shall in no event bar or preclude any defense to which Consultant may otherwise be entitled. Finally, Consultant shall have no liability or obligation to Client for Damages greater than the minimum requirements as set forth under the applicable state law and the most cost effective and reasonable remedy provided thereunder in consideration of all relevant facts.

Consultant shall not be liable to Client for failure to comply with the terms of Section 1 unless such non-compliance is due to the negligence, gross negligence, or intentional misconduct of Consultant. Client acknowledges that Consultant has made no representations, express or implied, and no warranty or guarantee is included or intended in any report, opinion, or document regarding the results to be achieved upon completion of the services except as set forth herein. In the case of incentives work, Client understands that the decision to grant any incentives is wholly that of the applicable governmental agencies.

7. **Confidentiality:** Consultant shall retain as confidential all information, samples and data furnished to it by Client or collected by it during the course of the work performed under the Agreement or any amendment thereto. Such information shall not be disclosed to any third party except as directed by Client or as required by law, regulation or court order. Prior to making any disclosure required by law, regulation or court order, Consultant shall notify client of the obligation to make such disclosure and provide Client with a reasonable opportunity to lawfully challenge the need to make such disclosure. Any such challenge shall be performed at Client's sole cost and expense, including but not limited to any payments to Consultant for its time spent assisting in such challenge. Consultant shall retain all reports generated for a period of three (3) years after completion of any project. Client authorizes Consultant to destroy any file or retain portions thereof, in the discretion of Consultant after said time. Any samples obtained by a Consultant under this Agreement will be discarded within thirty (30) days after laboratory analyses unless another time period is mutually agreed to in writing.

8. **Final Product:** Client acknowledges that any environmental report is merely a "snapshot" of the subject property at the time the investigation was performed and any material change in the use or condition of the property shall directly terminate any further obligation of Consultant for the accuracy of the report. In no event shall this report be relied on for more than one-hundred eighty (180) days after the date of issuance. If at any time after the issuance of the final report, Client becomes aware of any information previously unknown that would materially alter the findings or conclusions contained therein, Client agrees to immediately provide Consultant with same and allow Consultant to revise the report accordingly, except that Consultant shall not be required to make such revisions if such information was withheld by Client in violation of this Agreement. Client further understands that the failure to discover hazardous, radioactive, toxic, irritant, pollutant, petroleum or otherwise dangerous substances, products, or conditions does not guarantee that these materials do not exist at the property, and that hazardous materials may later be found on such a site. Client agrees that Consultant is not responsible for any failure to detect or clean up the presence of hazardous materials unless: (1) the failure to detect same is caused by Consultant's negligence, gross negligence or willful misconduct; and (2) Client suffers Damages as a result. Client agrees that any Damages related to said failure shall be further limited by the provisions of this Agreement.

All tax increment finance projections and other incentive related documents shall be supplied in paper or printable document file (PDF) format. The source documents are considered work product and will only be released at the sole discretion of AKT Peerless. If source documents are released, it is under a one (1) month license only to the Client who shall not modify, alter, copy or distribute the source documents without the expressed written permission of AKT Peerless and shall destroy or return the source documents and all copies to AKT Peerless upon expiration of the license.

AKT Peerless ordinarily retains client files for a reasonable period of time after the conclusion of a matter. If requested, AKT Peerless will provide these files to you (excluding our notes and other work products) at the conclusion of the matter upon your request. If you do not request the files, after a reasonable period of time, unless you advise us in writing to the contrary, we shall be free to dispose of them. If you request that we turn our files over to you or to another firm and you have not fully satisfied all of your obligations to us under this agreement, including the payment of all fees and costs, we shall be entitled to hold the files as security for performance of those obligations.

9. **Lien:** In order to secure repayment of the amounts required hereunder, Consultant hereby notifies client that it intends to utilize any rights it may have under Michigan's Construction Lien Act (MCLA 570.1101 *et seq*) or

such similar provision which may be in force in the jurisdiction where the work under the Agreement is performed. Client further agrees to execute and deliver to Consultant any and all documents necessary and/or grants Consultant power of attorney to execute and record on their behalf all documents in order to comply with the requirements of the Act.

10. **Changes:** The parties acknowledge that neither this Agreement nor any proposal may be modified except upon written agreement by both parties. If changes occur in the project, or events are discovered during Consultant's work, these events may require alterations to the scope of work. If such changes are required by changes in the statutes, regulations, governmental authorities or the interpretations thereof, this agreement and proposal shall therefore be amended to incorporate those changes and the compensation to Consultant shall be adjusted accordingly. If the Client alters the scope of work proposed by Consultant, Consultant shall have no liability whatsoever for any Damages based upon the final product, if in the performance of the Consultant's original proposal; the claimed defect could have been discovered. Client further acknowledges that the costs in the proposal are merely estimates. These estimates are made by Consultant on the basis of its experience, qualifications, and professional judgment, but are estimates and not guaranteed.

11. **Delays:** Consultant shall use commercially reasonable best efforts in performing the services under this agreement. However, Consultant shall not be responsible for any delay or failure to perform its services if there is any failure to provide or delay in providing Consultant with necessary access to the properties, documentation, information, materials or contractors retained by Client or its representatives, or due to any act of God, labor trouble, fire, inclement weather, act of governmental authority or the failure to gain cooperation of any necessary third party or any other act beyond the control of Consultant. In the event said events do occur, then the time for Consultant's for completion of this Agreement shall be extended by a commercially reasonable period under the circumstances. If any delay is caused by either the acts or omissions of Client or by any third party (including Governmental agencies) Consultant shall be entitled to additional compensation, based upon standard rates, for the additional efforts required in obtaining said approvals, documentation or access.

12. **Reliance and Reliance Letters:** The services performed and issuance of any report which is to be generated is for the sole benefit of Client and no other individual or entity may therefore rely on same without the express written permission of Consultant. Consultant acknowledges that, from time to time, Client may require that Consultant issue to Client's financial institution or other third party a Reliance Letter. Consultant agrees, at no additional cost, to provide same, so long as it is subject to these Terms and Conditions and that said request is made within one hundred eighty (180) days of the final report. Client agrees that it shall provide a copy of these Terms and Conditions to its financial institution or other third party and that the financial institution shall accept same and shall acknowledge that any such reliance shall be effective only as to the condition of the property on the date the final report was written. Consultant shall not be required to provide reliance on any report older than 180 days. In the event that Consultant does agree to provide a Reliance Letter, the party seeking reliance must agree in writing to be bound by these Terms and Conditions. Any reliance shall only be as of the date the report was published. For reliance requests based upon these reports, Consultant's liability for any and all Damages in any way related to the services provided by Consultant, either directly or indirectly, whether by agreement or otherwise, shall be limited to the cost of the services provided by Consultant hereunder. In accepting this limitation, Client and any other relying party shall acknowledge that ASTM E-1527, Section 4.6, states that any Phase I Environmental Site Assessment older than one hundred eighty (180) days is no longer valid and therefore acknowledges that this reduced limitation of liability is reasonable.

# PROPOSAL FOR ENVIRONMENTAL CONSULTING SERVICES

AKT Peerless Proposal No. PF-24729

AKT Peerless Project No. 14118

## Introduction

AKT Peerless is pleased to submit its proposal to provide environmental consulting services for the following property:

- 1150 Midway Road  
Ypsilanti Township, Michigan

AKT Peerless understands the Client intends to redevelop the subject property as a recreational skate park.

AKT Peerless understands the Client plans to utilize Washtenaw County Brownfield Redevelopment Authority (WCBRA) to fund the proposed scope of work. AKT Peerless will comply with the insurance requirements as outlined in Section 10 of the draft WCBRA Environmental Assessment Grant Agreement provided to AKT Peerless on February 5, 2019.

## Scope of Work

During a subsurface investigation completed at the subject property regarding a potential environmental concern (PEC) regarding the potential historical presence of a heating oil tank at the site. Although no evidence was identified during the Phase I ESA process to indicate a heating oil tank was present on the subject property, the lack of documentation of heating sources during period(s) of time at the site prompted the client to request an investigation of the PEC. As such, AKT Peerless completed a subsurface investigation in areas surrounding the former building footprint. During the investigation one polynuclear aromatic hydrocarbon (PNA) parameter was identified to exceed the Residential Generic Cleanup Criteria. Based on the data review, it appears the impact is likely due to fill material rather than a heating oil UST as PNAs were detected, albeit lower the State's Generic Cleanup Criteria, in other areas of the site. In addition, no volatile organic compounds (VOCs) were identified at the site.

Based on the above noted results, AKT Peerless recommends completing an Environmental Construction Management Plan (ECMP) for use during redevelopment of the site, as well as, a Documentation of Due Care Compliance (DDCC) which is required to be on file for sites with impact exceeding the Residential Generic Cleanup Criteria.

## Environmental Construction Management Plan

The purpose of this plan and guidance is to ensure that the due care responsibilities associated with both the ownership and/or operation of the project site are met throughout the duration of construction activities proposed for the subject property. The ECMP will be based on the data collected during the 2019 subsurface investigation completed at the site.

The purpose of the Environmental Construction Management Plan proposed to prepare is two-fold:

- 1) To provide the contractors and subcontractors that bid on this project with an adequate level of knowledge concerning the subject property's environmental condition to understand the site conditions and prepare their own health & safety plans and protocols accordingly; and
- 2) To provide guidance to the contractors and subcontractors that bid on this project with an adequate level of knowledge regarding the requisite management practices for the proper handling and management of potentially contaminated media and other materials at the subject property above and beyond normal "greenfield" construction practices.

These environmental plans and guidance documents are necessary to ensure that the health, safety and welfare of workers, visitors, and occupants and the environment on, adjacent to, and nearby the Property are adequately protected.

### **Post-Development Documentation of Due Care Compliance**

Section 20107a provides that a person who owns or operates property and has knowledge it is a facility must:

- Undertake measures to prevent exacerbation of existing contamination.
- Exercise due care by undertaking response activities to mitigate unacceptable exposure to hazardous substances, mitigate fire and explosion hazards due to hazardous substances, and allow for the intended use of the subject property in a manner that protects health and safety.
- Take reasonable precautions against the reasonably foreseeable acts or omissions of a third party and the consequences that could result from those acts or omissions.
- Provide notifications to the EGLE and others in regard to mitigating fire and explosions hazards, discarded or abandoned containers, contamination migrating beyond property boundaries, as applicable.
- Comply with land use or resource use restrictions established or relied on in connection with the response activities at the facility.
- Not impede the effectiveness or integrity of any land use or resource restriction employed at the facility in connection with response activities.

AKT Peerless will prepare the DDCC based on the subsurface investigation completed at the site. This plan will be prepared for Client use but is not intended for submittal or review by any regulatory agency.

### **Schedule**

AKT Peerless will implement work immediately and will provide the Environmental Construction Management Plan (ECMP) within two weeks of authorization and a Documentation of Due Care Compliance (DDCC) within two weeks following the completion of the ECMP.

## Fees

AKT Peerless proposes to provide the services described in this proposal for the total estimated cost described below:

Estimated Cost - ECMP	\$2,950
Estimated Cost – DDCC	<u>\$3,500</u>
TOTAL COST	\$6,450

Unless requested otherwise, AKT Peerless will provide an electronic copy of the final report. Paper copy reports, if requested, will be provided at a rate of \$75 per copy.

## Limitations

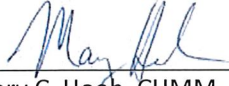
This proposal and the associated cost estimate are valid for 30 days. After 30 days have elapsed, AKT Peerless reserves the right to alter the scope of work and estimated cost. Any unexpected or extraordinary concerns that become apparent during the assessment may require a revision in the scope of work and cost and could delay the project. AKT Peerless will notify you of any concerns or necessary changes in the proposed scope of work. Changes in the scope of work and the estimated price would be dependent on potential changes in the amount of available site information, regulatory requirements, seasons, economic conditions, etc. If necessary, AKT Peerless will provide an altered scope of work and the associated price estimate for approval prior to initiating project activities.

This proposal, including: descriptive material, pricing, discussion of proposed methods to be used or implemented by AKT Peerless, and related information set forth herein are confidential; these items constitute trade secrets of and are proprietary to AKT Peerless. AKT Peerless is submitting this information for informational purposes only, based on the express understanding that it will be held in strict confidence; will not be disclosed, duplicated, or used, in whole or in part, for any purpose other than the evaluation of this information; and will not, in any event, be disclosed to third parties, without prior written consent of AKT Peerless.

## Terms and Conditions

By signing this proposal, the Client agrees to the terms and conditions presented as Appendix A. Unless otherwise noted, AKT Peerless will prepare and render invoices for work performed to date on a monthly basis.

**PROPOSAL ACCEPTANCE FOR AN ENVIRONMENTAL  
CONSTRUCTION MANAGEMENT PLAN AND A  
DOCUMENTATION OF DUE CARE COMPLIANCE REPORT  
1150 Midway Road, Ypsilanti Township, Michigan**

This proposal submitted by:   
Mary C. Hoeh, CHMM  
Group Leader


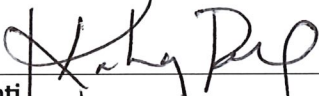
Proposal submitted on: July 1, 2019

Please authorize the proposal by executing below:

Proposal amount: **\$6,450**

Client contact:  
Ms. Brenda Stumbo  
**Charter Township of Ypsilanti**  
7200 South Huron River Drive  
Ypsilanti, Michigan 48197

AKT Peerless Proposal No. PF-24729  
AKT Peerless Project No. 14118

Acceptance:	<u></u>	<u></u>
Print Name:	<u>Brenda L. Stumbo</u>	<u>Karen Lovejoy Roe</u>
Title	<u>Supervisor</u>	<u>Clerk</u>
Date	<u>July 3, 2019</u>	

**TO EXPEDITE COMPLETION OF THIS PROJECT, PROVIDE THE FOLLOWING:**

PROPERTY OWNER NAME: PROPERTY OWNER CONTACT INFORMATION:

KEY SITE CONTACT NAME: KEY SITE CONTACT INFORMATION:

LENDER NAME: LENDER CONTACT INFORMATION:



**Appendix A**  
**Terms and Conditions**

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## AKT PEERLESS TERMS AND CONDITIONS

The following Terms and Conditions govern the services (referred to herein as “work” or “services”) to be performed by AKT Peerless (“we”, “us”, “our”, “AKT Peerless” or “Consultant”) for you (“you”, “your” or “Client”). By accepting the proposal or authorizing all, or any portion, of the work to be performed by Consultant, Client shall be deemed to accept these terms and conditions, as if set forth in full, in the proposal to which these terms and conditions apply (when accepted, the proposal and these Terms and Conditions constitute the “Agreement” (hereinafter, this “Agreement”).

1. **Performance:** Consultant will provide advice, consultation and other environmental services to Client in a manner consistent with the level of care and skill ordinarily exercised by members of Consultant’s profession currently practicing under similar conditions and in the same locality. Consultant shall use commercially reasonable best efforts to comply with all federal, state, and local statutes, codes, laws and administrative regulations relating specifically to the services to be performed by Consultant, including, but not limited those related to environmental, fire, safety and health matters. Finally, it is Consultant’s obligation to have marked by appropriate utility companies the location of all underground utilities or improvements.

AKT Peerless prides itself in rapid responses to client inquiries. Therefore, we make extensive use of e-mail and facsimile machines to communicate with our clients. We will communicate with you via the e-mail address and/or facsimile number on file for you. In the case of facsimiles, please let us know if you would like us to call first before faxing. At present, AKT Peerless does not use any encryption programs for our outgoing e-mail. All written, telephone, facsimile or email communication between the Client and AKT Peerless shall not be considered unwanted commercial speech (e.g. “spam”) unless written notification is provided.

2. **Client Cooperation:** Client shall use commercially reasonable best efforts to cooperate fully with Consultant in meeting Consultant’s responsibilities herein. Such cooperation shall include but shall not be limited to providing: 1) access to the real estate, buildings or other property, 2) such surveys and other records concerning the subject matter of the project, and 3) all communications with regulatory agencies and other parties that may have an interest related to the project as may be in Client’s possession or under its control. Client shall provide Consultant with a written description of all information required to enable Consultant to perform its services, including documents, data and other information concerning the presence of any hazardous, radioactive, toxic, irritant, pollutant or otherwise dangerous substances or conditions that Client knows or has reason to believe may be located at, on or under the property. Consultant shall not be liable for any incorrect advice, judgment, recommendation, finding, decision or conduct based upon any inaccurate or incomplete information supplied, or withheld, by Client, or errors or incorrect statements of governmental agencies or third parties relied on by Consultant. Client agrees to provide an on-site contact to identify utilities and improvements. Client acknowledges that, in the event any subsurface investigation is required, it is inevitable that some damage or destruction to the current property conditions shall occur. Repair of concrete and/or surface structures is not included as part of this proposal and Consultant shall have no liability to repair same, except as may be specifically set forth in the proposal.

3. **Payment:** The Client agrees to pay Consultant for all services and expenses, according to this agreement, through the termination or completion date, plus all interest, and expenses or costs incurred for early termination as set forth below and all costs of collections, including reasonable attorney fees. Any work requested hereunder, either in the proposal or subsequent change orders will be performed at the prices agreed to in the proposal and/or according to the provisions of the Consultant’s standard rate schedule. If requested, prior to performing any services AKT Peerless may require a retainer (“Retainer”). AKT Peerless shall hold the Retainer and apply it to the final invoice from AKT Peerless to the Client (with any excess left over, immediately returned to the Client). Consultant reserves the right to amend the rate schedule in advance of any future work. Client understands that outside services contracted and paid for by Consultant which are included in the proposal will be billed to the

Client at cost plus fifteen percent (15%). All invoices submitted to Client shall be payable within thirty (30) days of issuance by Consultant. Any payment not received within that period will bear interest at the rate of one and one half percent (1.5%) per month thereafter. Client agrees that it shall pay Consultant at Consultant's then prevailing rate for all time spent on behalf of Client in preparation for any court, administrative, or other legal proceedings arising out of the services provided under this Agreement, whether or not Consultant is subpoenaed to appear at such proceeding by Client or any third party. In the event that payment is not received by Consultant on any invoice within thirty (30) days of the issuance of the invoice, Consultant may then, by written termination notice to Client, terminate this Agreement (and any other existing contracts between Client and Consultant) and apply any existing Retainer to outstanding invoices without incurring any liability to Client; such termination by Consultant shall be effective immediately upon Consultant's issuance of the termination notice. Any objection to any invoice must be made by the Client, in writing, within ten (10) business days after the invoice is issued by Consultant, or the objection shall be deemed waived.

4. **Termination:** In addition to any other rights of Consultant to terminate this Agreement, Consultant may terminate this agreement if, in its sole discretion, it believes that any request from Client may violate applicable professional standards, law, or regulations and the parties are unable to reach a satisfactory resolution of the issue. Additionally, this agreement may be terminated by either party upon thirty (30) days written notice, unless such termination shall irreparably harm either party. In the event that Client terminates this agreement prior to the completion of Consultant's work, Client agrees to pay Consultant for the work that has been performed through the date of termination and for efforts that are expended by Consultant to wrap up its work in a professional, businesslike manner (including, without limitation, costs and fees for demobilizing from a site, for proper handling and disposal of samples, for organization of files and reports and the like) and in addition, Client shall pay Consultant an additional amount equaling ten percent (10%) of the agreed initial estimated price, as a reimbursement for loss of opportunity. In no event shall any payment pursuant to this section 4 exceed the original agreement amount by ten percent (10%).

5. **Indemnification:** Client shall defend, indemnify, and hold harmless Consultant, its subcontractors, and their respective officers, directors, shareholders, members, attorneys, agents and employees from and against any and all liability, claims, demands, lawsuits, losses, damages, penalties, expenses and costs, including reasonable attorney fees ("**Damages**"), whether direct, indirect or consequential: that arise as a result of Client's negligence, gross negligence, or willful misconduct. All claims brought against Consultant, relating to the services provided by Consultant or otherwise, whether based upon contract, tort, statute or otherwise, must be brought within one (1) year from completion of the contracted services or they shall be forever barred. The Client acknowledges that Consultant has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant or otherwise dangerous substance or condition at the real estate as to which Client has requested Consultant's services.

Consultant agrees to defend, indemnify, and hold harmless Client, its subcontractors, and their respective officers, directors, shareholders, members, attorneys, agents and employees from and against any and all Damages, whether direct, indirect, or consequential arising out of, or in any way connected with Consultant's negligence, gross negligence or willful misconduct in the performance of services under this Agreement.

In addition to the other limitations contained in this section 5 and elsewhere in these Terms and Conditions, a party's obligation to the other hereunder shall be limited to the party's relative fault among all persons or entities that may have contributed to or caused the Damages at issue, as determined by a court of competent jurisdiction or as the allocation of fault may otherwise be agreed by the parties.

The Client understands that its incentive services involve incentive programs, not entitlement programs, and, as such, approval of any incentive benefit is not guaranteed. Strict compliance with the applicable incentive legislation is needed in order to even qualify for consideration by the applicable government agency. This compliance is the responsibility of the Client. Tax increment finance tables involve projected revenue that is highly dependent on post-development taxable values determined through the normal assessment process. The Client

agrees to indemnify and hold harmless AKT Peerless from all claims, losses, expenses, fees including reasonable attorney fees, costs, and judgments that may be asserted against the Client arising out of this Agreement, or the Client's application and/or qualification for incentive programs (provided, however, this indemnity shall not apply to claims arising out of the gross negligence of AKT Peerless or its employees or agents). The Client is strongly encouraged to seek legal advice, at the Client's own expense, on all legal matters or questions that may arise regarding these incentives and to have any documents prepared by AKT Peerless for submission to any federal, state or municipal government or agency reviewed by competent legal counsel before submission. The Client is strongly encouraged to seek accounting services, at the Client's own expense, on all tax matters or questions that may arise regarding these incentives and to consult with the Client's accountant prior to submission of any tax forms. In no event shall the liability of AKT Peerless under this Agreement for any claim whatsoever exceed amounts paid by Client to AKT Peerless for the particular task giving rise to such claim. Further, in the event AKT Peerless is successful in obtaining governmental incentives for Client, they require strict compliance after approval of same to obtain their benefits. Certain failures to comply on an ongoing basis can terminate or limit the availability of the full benefits received, require repayment or have negative tax consequences. AKT Peerless assumes no liability for post award actions of Client.

6. **Insurance and Limitations of Liability:** Consultant and its subcontractors shall procure and maintain at its own expense, during the term of this Agreement, the following insurance, with limits of liability at least as set forth below, and upon such terms and conditions as are customary in the industry:

- (a) Comprehensive general liability insurance in the amount of \$1,000,000 combined per occurrence and \$2,000,000 combined per aggregate;
- (b) Professional liability (errors and omissions) insurance in the amount of \$1,000,000 combined per occurrence and \$2,000,000 combined aggregate limit;
- (c) Pollution liability insurance in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate;
- (d) Automobile liability insurance in the amount of \$1,000,000 combined single limit for bodily injury for property damage; and
- (e) Workers' Compensation insurance complying with the laws of the state(s) in which Consultant's services are performed hereunder.

Notwithstanding anything contained herein to the contrary, Consultant's liability to Client for any claimed Damages arising out of or in any way related to this Agreement or the services provided by Consultant shall be limited to the amounts available under the above insurance policies. However, in no event shall the liability of AKT Peerless for any redevelopment incentive or tax credit service under this Agreement for any claim whatsoever exceed amounts paid by Client to AKT Peerless for the particular task giving rise to such claim. Consultant will not be responsible for any claims arising out of the negligence, gross negligence, or willful misconduct by Client or by any person or entity not under the direct control of Consultant. In no event shall Consultant have any liability for any claims (whether based upon contract or tort) for any loss of business opportunity, profits or any special, incidental, consequential or punitive damages. In the event Client perceives that it has suffered any Damages as a result of the services provided by Consultant or in any way arising out of or related to this Agreement, Client agrees to provide Consultant with reasonable notice of and an opportunity to cure the claimed Damages, prior to or within ten (10) days of discovery of same. Failure to so provide said notice and opportunity to cure shall act as an absolute bar to any recovery for any Damages. Unless an emergency otherwise dictates, Consultant shall have no more than thirty (30) days after receiving notice as provided herein to cure any defect for which Client provides notice hereunder, unless such cure requires additional time to implement or complete, in which case Consultant shall be provided a commercially reasonable amount of time to complete the cure. Failure by Consultant to cure any defect as provided herein shall in no event bar or preclude any defense to which Consultant may otherwise be entitled. Finally, Consultant shall have no liability or obligation to Client for Damages greater than the minimum requirements as set forth under the applicable state law and the most cost effective and reasonable remedy provided thereunder in consideration of all relevant facts.

Consultant shall not be liable to Client for failure to comply with the terms of Section 1 unless such non-compliance is due to the negligence, gross negligence, or intentional misconduct of Consultant. Client acknowledges that Consultant has made no representations, express or implied, and no warranty or guarantee is included or intended in any report, opinion, or document regarding the results to be achieved upon completion of the services except as set forth herein. In the case of incentives work, Client understands that the decision to grant any incentives is wholly that of the applicable governmental agencies.

7. **Confidentiality:** Consultant shall retain as confidential all information, samples and data furnished to it by Client or collected by it during the course of the work performed under the Agreement or any amendment thereto. Such information shall not be disclosed to any third party except as directed by Client or as required by law, regulation or court order. Prior to making any disclosure required by law, regulation or court order, Consultant shall notify client of the obligation to make such disclosure and provide Client with a reasonable opportunity to lawfully challenge the need to make such disclosure. Any such challenge shall be performed at Client's sole cost and expense, including but not limited to any payments to Consultant for its time spent assisting in such challenge. Consultant shall retain all reports generated for a period of three (3) years after completion of any project. Client authorizes Consultant to destroy any file or retain portions thereof, in the discretion of Consultant after said time. Any samples obtained by a Consultant under this Agreement will be discarded within thirty (30) days after laboratory analyses unless another time period is mutually agreed to in writing.

8. **Final Product:** Client acknowledges that any environmental report is merely a "snapshot" of the subject property at the time the investigation was performed and any material change in the use or condition of the property shall directly terminate any further obligation of Consultant for the accuracy of the report. In no event shall this report be relied on for more than one-hundred eighty (180) days after the date of issuance. If at any time after the issuance of the final report, Client becomes aware of any information previously unknown that would materially alter the findings or conclusions contained therein, Client agrees to immediately provide Consultant with same and allow Consultant to revise the report accordingly, except that Consultant shall not be required to make such revisions if such information was withheld by Client in violation of this Agreement. Client further understands that the failure to discover hazardous, radioactive, toxic, irritant, pollutant, petroleum or otherwise dangerous substances, products, or conditions does not guarantee that these materials do not exist at the property, and that hazardous materials may later be found on such a site. Client agrees that Consultant is not responsible for any failure to detect or clean up the presence of hazardous materials unless: (1) the failure to detect same is caused by Consultant's negligence, gross negligence or willful misconduct; and (2) Client suffers Damages as a result. Client agrees that any Damages related to said failure shall be further limited by the provisions of this Agreement.

All tax increment finance projections and other incentive related documents shall be supplied in paper or printable document file (PDF) format. The source documents are considered work product and will only be released at the sole discretion of AKT Peerless. If source documents are released, it is under a one (1) month license only to the Client who shall not modify, alter, copy or distribute the source documents without the expressed written permission of AKT Peerless and shall destroy or return the source documents and all copies to AKT Peerless upon expiration of the license.

AKT Peerless ordinarily retains client files for a reasonable period of time after the conclusion of a matter. If requested, AKT Peerless will provide these files to you (excluding our notes and other work products) at the conclusion of the matter upon your request. If you do not request the files, after a reasonable period of time, unless you advise us in writing to the contrary, we shall be free to dispose of them. If you request that we turn our files over to you or to another firm and you have not fully satisfied all of your obligations to us under this agreement, including the payment of all fees and costs, we shall be entitled to hold the files as security for performance of those obligations.

9. **Lien:** In order to secure repayment of the amounts required hereunder, Consultant hereby notifies client that it intends to utilize any rights it may have under Michigan's Construction Lien Act (MCLA 570.1101 *et seq*) or

such similar provision which may be in force in the jurisdiction where the work under the Agreement is performed. Client further agrees to execute and deliver to Consultant any and all documents necessary and/or grants Consultant power of attorney to execute and record on their behalf all documents in order to comply with the requirements of the Act.

10. **Changes:** The parties acknowledge that neither this Agreement nor any proposal may be modified except upon written agreement by both parties. If changes occur in the project, or events are discovered during Consultant's work, these events may require alterations to the scope of work. If such changes are required by changes in the statutes, regulations, governmental authorities or the interpretations thereof, this agreement and proposal shall therefore be amended to incorporate those changes and the compensation to Consultant shall be adjusted accordingly. If the Client alters the scope of work proposed by Consultant, Consultant shall have no liability whatsoever for any Damages based upon the final product, if in the performance of the Consultant's original proposal; the claimed defect could have been discovered. Client further acknowledges that the costs in the proposal are merely estimates. These estimates are made by Consultant on the basis of its experience, qualifications, and professional judgment, but are estimates and not guaranteed.

11. **Delays:** Consultant shall use commercially reasonable best efforts in performing the services under this agreement. However, Consultant shall not be responsible for any delay or failure to perform its services if there is any failure to provide or delay in providing Consultant with necessary access to the properties, documentation, information, materials or contractors retained by Client or its representatives, or due to any act of God, labor trouble, fire, inclement weather, act of governmental authority or the failure to gain cooperation of any necessary third party or any other act beyond the control of Consultant. In the event said events do occur, then the time for Consultant's for completion of this Agreement shall be extended by a commercially reasonable period under the circumstances. If any delay is caused by either the acts or omissions of Client or by any third party (including Governmental agencies) Consultant shall be entitled to additional compensation, based upon standard rates, for the additional efforts required in obtaining said approvals, documentation or access.

12. **Reliance and Reliance Letters:** The services performed and issuance of any report which is to be generated is for the sole benefit of Client and no other individual or entity may therefore rely on same without the express written permission of Consultant. Consultant acknowledges that, from time to time, Client may require that Consultant issue to Client's financial institution or other third party a Reliance Letter. Consultant agrees, at no additional cost, to provide same, so long as it is subject to these Terms and Conditions and that said request is made within one hundred eighty (180) days of the final report. Client agrees that it shall provide a copy of these Terms and Conditions to its financial institution or other third party and that the financial institution shall accept same and shall acknowledge that any such reliance shall be effective only as to the condition of the property on the date the final report was written. Consultant shall not be required to provide reliance on any report older than 180 days. In the event that Consultant does agree to provide a Reliance Letter, the party seeking reliance must agree in writing to be bound by these Terms and Conditions. Any reliance shall only be as of the date the report was published. For reliance requests based upon these reports, Consultant's liability for any and all Damages in any way related to the services provided by Consultant, either directly or indirectly, whether by agreement or otherwise, shall be limited to the cost of the services provided by Consultant hereunder. In accepting this limitation, Client and any other relying party shall acknowledge that ASTM E-1527, Section 4.6, states that any Phase I Environmental Site Assessment older than one hundred eighty (180) days is no longer valid and therefore acknowledges that this reduced limitation of liability is reasonable.

**CHARTER TOWNSHIP OF YPSILANTI  
2019 BUDGET AMENDMENT #11 REVISION #2**

July 2, 2019

AMOUNTS ROUNDED UP TO THE NEAREST DOLLAR

<b>101 - GENERAL OPERATIONS FUND</b>	<b>Total Increase</b>	<b><u><u>\$55,690.00</u></u></b>
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Request to increase the budget for Washtenaw County Road 3rd Agreement for crack sealing improvement at Partridge Creek Subdivision. The total road improvement project is estimated at \$40,000. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$40,000.00
		Net Revenues	<u><u>\$40,000.00</u></u>
Expenditures:	Highway & ST-Road Construction	101-446-000-818.022	\$40,000.00
		Net Expenditures	<u><u>\$40,000.00</u></u>

\* Request to increase the budget for the professional service of AKT Peerless for subsurface investigation of property located at 1165 Ecorse Road for a total of \$15,690. There will be a Washtenaw County Brownfield Grant in the amount of \$15,000 and \$690 will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	County Grant - Special Project	101-000-000-540.400	\$15,000.00
	Prior Year Fund Balance	101-000-000-699.000	\$690.00
		Net Revenues	<u><u>\$15,690.00</u></u>
Expenditures:	Prof Serv - Special Land Project	101-950-000-801.400	\$15,690.00
		Net Expenditures	<u><u>\$15,690.00</u></u>

<b>212 - BIKE, SIDEWALK, REC, ROADS GENERAL FUND (BSRII)</b>	<b>Total Increase</b>	<b><u><u>\$6,450.00</u></u></b>
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\*\* Request to increase the budget \$6,450 for the professional services of AKT Peerless to perform Phase 2 - Environmental Construction Management Plan and Documentation of Due Care Compliance at the future site of the Skate Park located at 1150 Midway Road. This will be funded by reimbursement from a Grant provided by the Washtenaw County Brownfield Authority.

Revenues:	County Grant - Park	212-000-000-540.100	\$6,450.00
		Net Revenues	<u><u>\$6,450.00</u></u>
Expenditures:	Prof Serv - Skate Park	212-212-000-801.300	\$6,450.00
		Net Expenditures	<u><u>\$6,450.00</u></u>

\* Revision Requested by Clerk Roe 06/27/19

\*\* Revision Requested by Clerk Roe 07/2/19

Motion to Amend the 2019 Budget (#11) Revision #2

Move to increase the General Fund budget by \$55,690 to \$10,146,631 and approve the department line item changes as outlined.

Move to increase the Bike, Sidewalk, Rec, Roads, General Fund II budget by \$6,450 to \$2,168,948 and approve the department line item changes as outlined