

**CHARTER TOWNSHIP OF YPSILANTI  
MINUTES OF THE OCTOBER 1, 2024 REGULAR BOARD MEETING**

Clerk Heather Jarrell Roe called the meeting to order at approximately 6:01pm 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:** Clerk Heather Jarrell Roe and Treasurer Stan Eldridge  
Trustees: Gloria Peterson and Debbie Swanson  
Ryan Hunter and John Newman II

**Member Absent:** Supervisor Brenda Stumbo

**Legal Counsel:** Wm. Douglas Winters

## **CONSENT AGENDA**

### **A. MINUTES OF THE SEPTEMBER 17<sup>TH</sup>, 2024 REGULAR MEETING**

### **B. STATEMENTS AND CHECKS**

#### **1. STATEMENTS AND CHECKS FOR SEPTEMBER 3, 2024 IN THE AMOUNT OF \$1,498,451.24**

A motion was made by Treasurer Eldridge and supported by Trustee Swanson to approve the consent agenda with edits to the minutes.

The motion carried unanimously.

## **ATTORNEY REPORT**

### **A. GENERAL LEGAL UPDATE**

Attorney Doug Winters addressed the lawsuit initiated by a number of Western Wayne County townships in regards to the efforts to join the delivery of radioactive waste from Niagara Falls to Wayne Waste disposal located in Van Buren Township. He has been in communication with the attorneys that filed the

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lawsuit and there will be an in person evidentiary hearing scheduled for October 9. He encouraged everyone to reach out to our state representatives to see exactly the status of the legislation.

**NEW BUSINESS**

- 1. REQUEST AUTHORIZATION TO APPROVE THE AGREEMENT WITH AUGUSTA TOWNSHIP AND WASHTENAW COUNTY ROAD COMMISSION FOR THE INSTALLATION OF A PEDESTRIAN CROSSWALK AT BEMIS ROAD AT MARLOW DRIVE, AND TRAFFIC CONTROL DEVICE MAINTENANCE AGREEMENT IN AN APPROXIMATE AMOUNT OF \$12,900.00, BUDGETED IN LINE ITEM #101-446-982.000**

A motion was made by Treasurer Eldridge and supported by Trustee Swanson to approve the agreement with Augusta Township and Washtenaw County Road Commission for the installation of a pedestrian crosswalk at Bemis Road at Marlow Dr. and traffic control device maintenance agreement.

The motion carried unanimously.

- 2. REQUEST AUTHORIZATION TO APPROVE THE AGREEMENT WITH DTE ENERGY FOR THE INSTALLATION OF STREETLIGHTING NEAR THE PEDESTRIAN CROSSWALK AT BEMIS ROAD AT MARLOW DRIVE IN THE AMOUNT OF \$2,819.63 THAT IS BUDGETED IN LINE ITEM #101-446-982.000**

A motion was made by Treasurer Eldridge and supported by Trustee Swanson to approve the agreement with DTE Energy for the installation of streetlighting near the pedestrian crosswalk at Bemis Road at Marlow Drive.

The motion carried unanimously.

- 3. REQUEST AUTHORIZATION TO ACCEPT THE LOW BID RECEIVED FOR CIVIC CENTER PARKING LOT PROJECT FROM FONSON COMPANY INC IN THE AMOUNT OF \$1,049,890.76 BUDGETED IN LINE ITEM #101-902-981.020**

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A motion was made by Trustee Peterson and supported by Trustee Swanson to accept the low bid received for Civic Center parking lot project from Fonson Company Inc.

The motion carried unanimously.

**4. REQUEST AUTHORIZATION TO APPROVE OHM ADVISORS TO PROVIDE CONSTRUCTION ADMINISTRATION FOR THE CIVIC CENTER PARKING LOT RENOVATION PROJECT IN THE AMOUNT OF \$119,800.00 BUDGETED IN LINE ITEM #101-902-981.020**

A motion was made by Trustee Peterson and supported by Trustee Newman to approve OHM Advisors to provide construction administration for the civic center parking lot renovation project

The motion carried unanimously.

**5. REQUEST AUTHORIZATION TO APPROVE 5-YEAR PROPOSAL WITH OHM ADVISORS TO PROVIDE CONSULTING SERVICES FOR PLANNING, EXECUTION AND REPORTING OR OUTFALL INVESTIGATIONS FOR BIENNIAL REPORTING TO MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES AND ENERGY (EGLE) IN THE AMOUNT OF \$46,500.00, BUDGETED IN LINE ITEM #101-445-801.000**

A motion was made by Trustee Peterson, supported by Trustee Newman to approve 5-year proposal with OHM Advisors to provide consulting services for planning, execution and reporting or outfall investigations for biennial reporting to Michigan Department of Environment, Great Lakes and Energy (EGLE).

<b>Swanson.....yes</b>	<b>Newman.....yes</b>	<b>Peterson.....yes</b>
<b>Jarrell Roe.....yes</b>	<b>Eldridge.....no</b>	<b>Hunter.....yes</b>

The motion carried.

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**6. REQUEST AUTHORIZATION TO SEEK SEALED QUOTES FOR THE YPSILANTI  
TOWNSHIP SIDEWALK REPAIR PROGRAM**

A motion was made by Treasurer Eldridge and supported by Trustee Swanson to approve the authorization to seek sealed quotes for the Ypsilanti Township Sidewalk Repair Program.

The motion carried unanimously.

**7. REQUEST AUTHORIZATION TO SEEK SEALED QUOTES FOR THE YPSILANTI  
TOWNSHIP SIDEWALK REPLACEMENT PROGRAM**

A motion was made by Treasurer Eldridge and supported by Trustee Swanson to approve the authorization to seek sealed quotes for the Ypsilanti Township Sidewalk Replacement Program.

The motion carried unanimously.

**8. REQUEST AUTHORIZATION TO SEEK SEALED QUOTES FOR THE YPSILANTI  
TOWNSHIP TREE TRIMMING AND REMOVAL PROGRAM**

A motion was made by Trustee Peterson and supported by Treasurer Eldridge to approve the authorization to seek sealed quotes for the Ypsilanti Township Tree Trimming Program.

The motion carried unanimously.

**9. REQUEST AUTHORIZATION TO SEEK SEALED QUOTES FOR THE YPSILANTI  
TOWNSHIP LIMB AND BRUSH REMOVAL PROGRAM**

A motion was made by Treasurer Eldridge and supported by Trustee Peterson to approve the authorization to seek sealed quotes for the Ypsilanti Township Limb and Brush Program.

The motion carried unanimously.

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**10. REQUEST TO RECEIVE AUTHORIZATION FOR CIRCUIT COURT LITIGATION  
TO ABATE A PUBLIC NUISANCE AT A PROPERTY IDENTIFIED AS 1439  
ANDREA ST. BUDGETED IN LINE ITEM #101-729-801-023**

A motion was made by Treasurer Eldridge and supported by Trustee Peterson to authorize Circuit Court litigation to abate public nuisance at a property identified as 1439 Andrea St.

The motion carried unanimously.

**11. REQUEST TO RECEIVE AUTHORIZATION FOR CIRCUIT COURT LITIGATION  
TO ABATE A PUBLIC NUISANCE AT A PROPERTY IDENTIFIED AS 555  
BERKELY ST. BUDGETED IN LINE ITEM #101-729-801-023**

A motion was made by Treasurer Eldridge and supported by Trustee Peterson to authorize Circuit Court litigation to abate public nuisance at a property identified as 555 Berkley St.

**12. BUDGET AMENDMENT #12**

Clerk Jarrell Roe read Budget Amendment #12.

A motion was made by Treasurer Eldridge and supported by Trustee Newman to accept Budget Amendment #12. (see attached)

The motion carried unanimously.

**PUBLIC COMMENTS**

There were no public comments.

**BOARD MEMBER UPDATES**

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Treasurer Eldridge gave a brief update on what Attorney Winters spoke about regarding the issue with the radioactive waste. He has been in contact with State Representative Wilson. The House has passed a bill opposing it. It is now sitting with the Governor and her legal staff because they flagged it. It will move on to the Senate and was told it has support in the Senate to also pass.

Clerk Jarrell Roe gave an update on election information.

A motion to adjourn was made by Treasurer Eldridge and supported by Trustee Peterson.

The meeting was adjourned at approximately 7:12 PM.

Respectfully Submitted,

**Brenda L. Stumbo, Supervisor**  
***Charter Township of Ypsilanti***

**Heather Jarrell Roe, Clerk**  
***Charter Township of Ypsilanti***

**BEMIS ROAD AT MARLOW DRIVE PEDESTIAN CROSSING AGREEMENT  
BETWEEN CHARTER TOWNSHIP OF YPSILANTI,  
CHARTER TOWNSHIP OF AUGUSTA, AND  
THE WASHTENAW COUNTY ROAD COMMISSION**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024 between the Board of the Charter Township of Ypsilanti and the Board of the Charter Township of Augusta (the "Townships") and the Board of Washtenaw County Road Commissioners (the "Road Commission").

WHEREAS, the Townships desire to improve the pedestrian crosswalk crossing Bemis Road at Marlow Drive with rectangular rapid flashing beacons (the "Project"); and

WHEREAS, proper authority is provided to the parties of this Agreement under the provisions of Act 51 of Public Acts of 1951, as amended; and

WHEREAS, the Road Commission will prepare project documents for the Project, including plan preparation and material purchases; and

WHEREAS, the Road Commission will manage and perform the installation of the Project; and

WHEREAS, each Township will be invoiced for 50 percent of all costs and expenses attributed to the Project, resulting in full (100 percent) reimbursement to the Road Commission.

WHEREAS, the Townships shall promptly reimburse the Road Commission upon receipt of any invoices for all costs and expenses attributed to the Project;

THEREFORE, BE IT AGREED that the Townships will pay the Road Commission for all actual costs of the Project, estimated to be \$25,800.00.

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**AGREEMENT SUMMARY**

Estimated Costs

**Bemis Road at Marlow Drive Pedestrian Crossing,**

**Estimated Ypsilanti Township Costs**

**\$12,900.00**

**Estimated Augusta Township Costs**

**\$12,900.00**

FOR YPSILANTI TOWNSHIP:

FOR AUGUST TOWNSHIP:

\_\_\_\_\_  
Brenda Stumbo, Supervisor

\_\_\_\_\_  
Brian Shelby, Supervisor

\_\_\_\_\_  
Heather Jarrell Roe, Clerk

\_\_\_\_\_  
Kim Gonczy, Clerk

FOR WASHTENAW COUNTY ROAD COMMISSION:

\_\_\_\_\_  
Barbra Ryan Fuller, Chair

\_\_\_\_\_  
Matthew MacDonell, Managing Director

**WASHTENAW COUNTY ROAD COMMISSION**

555 N. ZEEB ROAD  
ANN ARBOR, MICHIGAN 48103

**TRAFFIC CONTROL DEVICE AGREEMENT**

LOCATION: Bemis Rd at Marlow Dr AGREEMENT NO. 1

DEVICE TYPE(S): RRFB assembly and all signage for crossing EFFECTIVE DATE OF THIS AGREEMENT: \_\_\_\_\_

Under authority of state law and by virtue of resolutions formally adopted by their respective governing bodies, the undersigned hereby agree to participate in the cost of maintenance and operation of the traffic control device(s) at the location(s) listed above on the basis of the division of costs as shown below. Details of the location are as shown on the attached documentation.

**PARTICIPATION AGREEMENT**

Agency	<u>WASHTENAW COUNTY ROAD COMMISSION</u>	<u>0%</u>
Agency	<u>Ypsilanti Township</u>	<u>50%</u>
Agency	<u>Augusta Township</u>	<u>50%</u>
Other	_____	_____

**BILLING AGREEMENT:** It is agreed that the **Washtenaw County Road Commission** shall bill the parties designated above on the participation agreement for their proportionate share of all costs relative to the maintenance and operation of the traffic control device(s) on the first billing cycle after the charges are incurred.

It is further agreed that the agency responsible for payment of energy billings and/or leased line interconnection billings included in the operation costs, shall be Ypsilanti Township and Augusta Township.

It is further agreed that the agency responsible for performing maintenance by approved guidelines and policies, shall be the **Washtenaw County Road Commission**.

"In the event the traffic control device(s) referred to in this agreement is located on a road or street that is not under the jurisdiction of the **Washtenaw County Road Commission**, the authority having the jurisdiction over the road or street hereby agrees to save harmless, indemnify, represent, and defend the **Washtenaw County Road Commission** from any claims, demands, or suits arising out of or relating to the maintenance and operation of the traffic control device(s) which is the subject matter of this agreement."

It is further agreed that title to all equipment at the roads listed in this agreement shall remain with the agency having jurisdiction of the road in which the equipment is located.

This agreement is terminable on a unanimous decision between all parties.

Agency <u>WASHTENAW CO. ROAD COMM.</u> Signed By _____ Print Name _____ Title _____ Date _____	Agency <u>Ypsilanti Township</u> Signed By _____ Print Name _____ Title _____ Date _____
Agency _____ Signed By _____ Print Name _____ Title _____ Date _____	Other <u>Augusta Township</u> Signed By _____ Print Name _____ Title _____ Date _____



## Exhibit A to Master Agreement


### Purchase Agreement

This Purchase Agreement (this "Agreement") is dated as of September 20, 2024 between DTE Electric Company ("Company") and Charter Township of Ypsilanti ("Customer").

This Agreement is a "Purchase Agreement" as referenced in the Master Agreement for Municipal Street Lighting dated March 22, 2022 (the "Master Agreement") between Company and Customer. All of the terms of the Master Agreement are incorporated herein by reference. In the event of an inconsistency between this Agreement and the Master Agreement, the terms of this Agreement shall control.

Customer requests Company to furnish, install, operate and maintain street lighting equipment as set forth below:

1. DTE Work Order Number:	73787131	
	If this is a conversion or replacement, indicate the Work Order Number for current installed equipment: N/A	
2. Location where Equipment will be installed:	[Bemis Rd at Marlow Dr], as more fully described on the map attached hereto as <u>Attachment 1</u> .	
3. Total number of lights to be installed:	1	
4. Description of Equipment to be installed (the " <u>Equipment</u> "):	Install (1) 30' direct buried fiberglass pole with black finish and (1) 136w LED with black housing.	
5. Estimated Total Annual Lamp Charges	\$377.85	
6. Estimated Total Annual Post Charges if selected	\$0.00	
7. Annual Finance Charge if selected	See paragraph 14 below	\$ 0.00
8. Computation of Contribution in aid of Construction (" <u>CIAC Amount</u> ")	Total estimated construction cost, including labor, materials, and overhead:	\$3,953.18
	Revenue credit:	\$1,133.55
	<b>CIAC Amount (cost minus revenue)</b>	<b>\$2,819.63</b>
	Credit for Post Charge, if selected	\$0.00
9. Payment of CIAC Amount:	Due promptly upon execution of this Agreement <b>\$2,819.63</b>	
10. Term of Agreement  <b>Special Financing Options are available – Please read stipulations within agreement and if desired check the appropriate box below:</b>  Post Charge Option <input type="checkbox"/>	<p>5 years. Upon expiration of the initial term, this Agreement shall continue on a month-to-month basis until terminated by mutual written consent of the parties or by either party with thirty (30) days prior written notice to the other party.</p> <p>If Post Charge "box" is checked the Customer agrees to following term:</p> <p>10 years. Upon expiration of the initial term, this Agreement shall continue on a month-to-month basis until terminated by mutual written consent of the parties or by either party with thirty (30) days prior written notice to the other party.</p>	

Finance Option <input type="checkbox"/>	
11. Does the requested Customer lighting design meet IESNA recommended practices?	<p>(Check One) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO</p> <p>If "No", Customer must sign below and acknowledge that the lighting design does not meet IESNA recommended practices</p> <p style="text-align: right;">_____ </p>
12. Customer Address for Notices:	<p>Charter Township of Ypsilanti  7200 S. Huron River Dr  Ypsilanti, MI 48197</p>

13. Special Order Material Terms:

All or a portion of the Equipment consists of special order material: (check one)  YES  NO

If "Yes" is checked, Customer and Company agree to the following additional terms.

A. Customer acknowledges that all or a portion of the Equipment is special order materials ("SOM") and not Company's standard stock. Customer will purchase and stock replacement SOM and spare parts as provided in Section B below. When replacement equipment or spare parts are installed from Customer's inventory, Company will credit Customer in the amount of the then-current material cost of Company standard street lighting equipment in lieu of which the SOM is being used.

B. Customer will maintain an inventory of at least \_0\_ posts and \_0\_ luminaires and any other materials agreed to by Company and Customer, and will replenish the stock by ordering materials no later than thirty (30) calendar days after the materials are drawn from inventory. Costs of initial inventory are included in this Agreement. If Customer fails to maintain the required inventory, Company, after 30 days' notice to Customer, may (but is not required to) order replacement SOM and Customer will reimburse Company for its costs (including the labor costs associated with Company's management of the supply chain for the SOM) no later than thirty (30) calendar days after receipt of Company's invoice for such costs. Customer's acknowledges that failure to maintain required inventory could result in extended outages due to SOM lead times.

C. The inventory will be stored at \_\_\_\_\_.  
Access to Customer's inventory site must be provided between the hours of 9:00 am to 4:00 pm, Monday through Friday with the exceptions of federal Holidays. If Company is unable to access the site during such hours for any reason, Company (i) shall be relieved from any obligation or commitment to complete the work as scheduled, and (ii) may, at its option, procure the inventory itself and have Customer to reimburse Company's costs for doing so. Customer shall name an authorized representative to contact regarding inventory: levels, access, usage, transactions, and provide the following contact information to Company:

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

Customer will immediately notify Company of any changes in the Authorized Customer Representative. Customer must comply with SOM manufacturer's recommended inventory storage guidelines and practices. Damaged SOM will not be installed by Company.

D. In the event that SOM is damaged by a third party, Company may (but is not required to) pursue a damage claim against such third party for all of Company's costs incurred because of the claim, including all labor and replacement materials. Company will notify Customer as to whether Company will pursue such claim within a reasonable time of the SOM being damaged.

E. In the event that SOM becomes obsolete, discontinued, or incompatible with Company's infrastructure, Customer shall select new alternate SOM that is compatible with Company's then-existing infrastructure. If Customer does not select compatible alternate SOM, Company reserves the right to select compatible SOM that is, in its reasonable judgment, substantially similar, or replace the SOM with standard materials, in either case being entitled to reimbursement from Customer for Company's costs in providing such transition of supply (including internal overhead and labor costs).

F. Should Customer experience, in Company's reasonable judgment, excessive LED equipment failures that are not supported by LED manufacturer warranties, Company will replace the LED equipment with other Company supported Solid State or High Intensity Discharge luminaires at Company's discretion. The full cost to complete these replacements to standard street lighting equipment will be the responsibility of Customer.

14. Special Financing Options

A. Post Charge Option:

For new underground-fed installations of 5 lights or more after May 1, 2019, which require investment in excess of three times the annual revenue at the prevailing rate at the time of installation, the customer may elect to pay a post charge for each increment of \$1,000 investment required above three times the annual revenue.

**Effective December 15, 2023** - For each increment of \$1,000 of investment which exceeds three times the annual revenue at the prevailing rate at the time of installation, add to rate per year an additional **\$82.56**.

B. Finance Charge Option:

As an alternative, where the required contribution exceeds \$10,000, upon agreement of the customer and the Company, the customer will pay an additional annual charge of the Company's weighted average cost of capital (6.92%) times the contribution amount in lieu of the cash contribution.

\*\*\*\*\*

Company and Customer have executed this Purchase Agreement as of the date first written above.

Company:

DTE Electric Company

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Customer:

Charter Township of Ypsilanti

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

 SIGN HERE



August 24, 2024

Mr. John Hines  
Municipal Services Director  
Ypsilanti Township  
7200 S Huron River Dr  
Ypsilanti Township, MI 48197

RE: Stumbo Civic Center Parking Lot, Project 0098-20-0060  
**Bidding Summary**

Sealed bids for the above-mentioned project were received and publicly read aloud by OHM Advisors on Wednesday August 21, 2024, at 9:00 a.m. The list of bidders and the calculated bid amounts are included in the attached bid tabulation. The Engineer's Opinion of Construction Cost for this project was estimated to be approximately \$1,300,000.00. Unit price proposals were received from nine (9) bidders ranging from \$1,049,890.76 to \$1,544,927.93.

The project scope consists of parking lot reconstruction and utility replacement at the Township Civic Center. Replacement of approximately 1.25 acres of an asphalt parking lot including full base aggregate replacement. Remove and replacement of approximately 1,200 ft of curb, 3,200 sq ft of sidewalk, 1,300 feet of 8-inch water main, and some spot replacement of storm sewer piping (12" to 36"). The work to be completed under this Contract includes the furnishing of all materials, equipment, and labor necessary to complete the proposed work, in accordance with the contract documents.

Fonson Company, Inc. located in Brighton, Michigan is the low bidder when comparing total base bid price. Fonson's full unit price breakdown is attached with the tabulation, but is summarized as follows when calculated using the bid unit prices and the Engineer's quantities:

Scope Item	Bid Price	Notes
Parking Lot Removal and Repaving	\$ 599,163.76	Subject to unit prices
Storm Sewer Repairs	\$ 61,882.00	Subject to unit prices
Water Main Replacement	\$ 313,845.00	Subject to unit prices
Contingency Allowance	\$ 75,000.00	
<b>Total Bid / Prospective Award</b>	<b>\$ 1,049,890.76</b>	

OHM Advisors reviewed Fonson's submitted bid and subsequently conducted a Bid Interview with the bidder's representatives. Fonson's written materials and responses to questions indicate an understanding of the bidding documents, plans, and specifications, experience with the size and scope of the project, and the ability to perform the prescribed work for the bid unit prices and within the time allotted. Fonson is prepared, if selected, to execute the draft contract in its current form. Based on this information and the



submitted qualifications, OHM Advisors is of the opinion that Fonson Company Inc. is the "Bidder submitting the lowest responsive Bid" as indicated in the Bid Documents for this project.p

We look forward to continuing to provide our professional services on this project through the construction phase of work. If you have any questions, please do not hesitate to reach out.

Sincerely,

**OHM Advisors**

Matthew D. Parks, P.E.  
Principal

Alexander M. Bade, PE  
Senior Project Manager

Enclosure: Bid Tabulation

cc: Brenda Stumbo, Township Supervisor  
Heather Jarrell Roe, Township Clerk  
Stan Eldridge, Township Treasurer  
Doug Winters, Township Attorney  
Alex Bade, OHM Advisors  
File

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August 20, 2024

**Charter Township of Ypsilanti**

7200 S. Huron River Drive  
Ypsilanti, MI 48197

Attention: Mr. John Hines  
Municipal Services Director

Regarding: **Civic Center Parking Lot and Water Main Improvements  
Proposal for Construction Engineering Services**

Dear Mr. Hines:

OHM Advisors is pleased to submit this proposal for construction engineering services for Tildon R. Stumbo Civic Center Parking Lot project in the Charter Township of Ypsilanti.

**PROJECT UNDERSTANDING**

The proposed project consists of full reconstruction of the Civic Center parking lot located at 7200 S Huron River Drive. The scope of work includes full reconstruction of the “front” parking lot, placed back similar to the existing layout. During design it was decided to slightly modify the front turnaround, in addition to including water main construction and miscellaneous storm sewer replacement following several failures of the existing underground utility infrastructure.

The work will include approximately 6,000 square yards of pavement removal, subbase repair, and asphalt replacement, as well as curb and gutter removal. New water main will be installed and become “looped” to provide redundancy and storm sewer repairs will be made beneath the parking lot. The Township will need to aid in any coordination with the proposed and upcoming courthouse project.

The parking lot design will comply with the current Ypsilanti Township engineering standards for construction including, applicable sections of the Americans with Disabilities Act (ADA), the National Asphalt Pavement Association (NAPA) Standards, and local ordinances.

The construction engineering services will be a collaborative effort with G2 Consulting Group (G2) who will act as the construction materials testing agency. OHM Advisors will be responsible for the construction observation, inspection, and overall contract administration. G2 will be responsible for the asphalt and concrete material testing, base aggregate compaction verification, sampling and analysis of imported soils and stone, and trench density testing.

**SCOPE OF SERVICE**

**Construction Layout Control Points**

OHM will initially stake control points and provide AutoCAD files such that the contractor can perform construction layout and staking of the work. Additional staking requests can be performed on a time-and-materials basis.

**OHM Advisors**

34000 PLYMOUTH ROAD  
LIVONIA, MICHIGAN 48150

T 734.522.6711  
F 734.522.6427

OHM-Advisors.com



### **Construction Observation**

OHM Advisors will provide full time on-site construction observation services for all water main, storm water management, base aggregate, and paving activities. For this proposal, we anticipate two and a half (2.5) full time weeks for the water main system installation and up to six (6) weeks (10 hours a day, 5 days a week) that will require full time inspection for the storm and parking lot construction. In addition, we assume two (2) weeks of part time inspection (20 hours/week). This assumes the project is not phased. If the contractor elects to phase the project, additional time and coordination by OHM may be required. All construction observation also includes supervision of inspection and coordination time both prior to and after the project has been completed. If the contractor requires more time estimated above for the work, additional fees may be required. Coordinating materials testing services will also be included under construction observation. Part time observation will be performed for various restoration activities (e.g. landscape, lawns, striping, etc.).

### **Construction Engineering**

OHM Advisors will provide construction engineering services for the paving portion of this project. Construction engineering services will include, but are not limited to:

- Consulting with and advising the Township or their designated representative during construction.
- Reviewing shop drawings and material certification provided by the contractor.
- Attending one (1) preconstruction meeting.
- Attending bi-weekly progress meetings.
- Answering Requests for Information (RFIs) from the contractor.
- Resolving construction conflicts (i.e. mismarked utilities, interpretation of the contract documents, etc.).
- Providing bulletin information to the contractor and/or subcontractors as well as performing any potential value engineering services.
- Evaluating any proposed design changes.

### **Construction Administration**

OHM Advisors will provide necessary contract administration services for the project. Contract administration services will include the following:

- Assisting the Township in reviewing and processing periodic payment estimates for the contractor.
- Assisting with the preparation of change orders and a final balancing change order.
- Performing preliminary and final reviews of the completed project and preparing substantial completion certificates, along with the preparation of punch lists and any necessary inspection(s) to confirm the resolution for punch list items.
- Supplying the Township with a project record, including inspection reports, sketches, and all other pertinent information after the completion of the project.

### **Materials Testing**

OHM Advisors will retain and subcontract a qualified geotechnical engineering firm to act as the Testing Agency in order to perform construction materials testing on behalf of the Township. At this time, that firm is anticipated to be G2 Consulting Group, who also performed the geotechnical investigation during the design phase. The Testing Agency will:

- Sample stockpiles of imported sands and stone for lab (sieve) analysis and compaction (modified proctor) testing.
- Perform in-place nuclear density testing of trench backfill and base aggregates for pavement.
- Perform compaction testing and extraction/analysis of hot-mix-asphalt products.
- Perform air, slump, and temperature tests of ready-mix concrete as well as collect cylinders for compressive strength testing.
- Advise on the suitability of existing soils which will remain as trench or pavement subgrade.





- Document all tests, analysis, and technical advice in written reports, regularly submitted.
- OHM will coordinate as the Engineer though the contractor will be responsible for scheduling field visits, tests, and sampling directly with the Testin Agency so advance notice can be made.

**FEE SCHEDULE**

OHM Advisors proposes to provide the above outlined professional services on an Hourly – Not to Exceed basis, in accordance with our current Rate Schedule. Invoices will be sent monthly as work is performed.

Construction Layout Control Points	\$ 4,750
Construction Observation	\$ 65,900
Contract Administration	\$ 8,900
Construction Engineering	\$ 14,750
G2 Services (Materials Testing)	\$ 25,500
<b>TOTAL</b>	<b>\$ 119,800 (Hourly not to exceed)</b>

**DELIVERABLES**

A final pay estimate and final acceptance letter will be issued upon project completion as well as copies of the Inspector Daily Reports (including sketches) for record drawing information.

**ASSUMPTIONS AND EXCLUSIONS**

The following assumptions and exclusions are assumed when developing the scope and fee associated with this project.

- No coordination of and/or attendance at meetings associated with the future court improvements project are included. It is assumed that the Court project will already be scheduled or will work around this project. We will plan to invite the appropriate stakeholders to the preconstruction meeting as well as our bi-weekly progress meetings for informational purposes.
- No coordination with AAATA is included or assumed.
- The water main will remain private but if the Township would like this turned over to YCUA in the future, OHM can prepare easements and the appropriate EGLE documentation necessary to facilitate the ownership transfer for additional cost(s). Easement preparation can be done under a separate authorization for approximately \$1,500 - \$2,500.
- Rear parking lot or executive parking lot improvements are not included in the scope. Additional work can be coordinated via change order but would result in a budget amendment for OHM Services to assist with additional work.
- Work is assumed to be completed in the contract duration spelled out in the contract. If the work duration is extended, then OHM may need to request a budget amendment. It is assumed utility work will start in 2024 and paving will start and finish in 2025.

**AUTHORIZATION**

If this proposal is acceptable to you, your signature added below with a full copy returned to me will serve as your approval and our authorization to proceed.

Upon acceptance, this document, the Terms and Conditions, and all other attachments will constitute the entire Agreement between Charter Township of Ypsilanti and OHM Advisors for the construction phase of this project. This agreement shall not be amended, altered, or changed, except by written authorization executed by both parties.

We thank you for this opportunity to provide professional engineering services. Should there be any questions, please don't hesitate to contact us.



Sincerely,  
OHM Advisors

\_\_\_\_\_  
Matthew D. Parks, P.E.

Attachments:     Standard Terms and Conditions

*Charter Township of Ypsilanti*  
**Civic Center Parking Lot and Watermain Improvements  
Proposal for Construction Services**

OHM ADVISORS  
CONSULTANT

Charter Township of Ypsilanti  
CLIENT

\_\_\_\_\_

(Signature)

\_\_\_\_\_

Matthew D. Parks, P.E.

(Name)

Ms. Brenda Stumbo

Principal in Charge

(Title)

Township Supervisor

\_\_\_\_\_

(Date)

\_\_\_\_\_

(Other Name)

\_\_\_\_\_

(Title)

\_\_\_\_\_

(Date)

\_\_\_\_\_

Motion to Amend the 2024 Budget (#12)

Move to increase the General Fund budget by \$425,080 to \$27,518,748 and approve the department line item changes as outlined.

Move to increase the Fire Fund budget by \$78,000 to \$5,319,952 and approve the department line item changes as outlined.

Move to increase the 14B District Court Fund budget by \$16,062 to \$1,805,936 and approve the department line item changes as outlined.

**CHARTER TOWNSHIP OF YPSILANTI  
2024 BUDGET AMENDMENT # 12**

October 1, 2024

AMOUNTS ROUNDED UP TO THE NEAREST DOLLAR

**101 - GENERAL OPERATIONS FUND** **Total Increase** \$425,080.00

Request to increase the budget for mowing Township properties contracted out by Looking Good. This will be funded by an appropriation of prior year fund balance.

Revenues:	Prior Year Fund Balance	101-000-699.999	\$25,000.00
			<u>\$25,000.00</u>
		<b>Net Revenues</b>	<u><u>\$25,000.00</u></u>
Expenditures:	Mowing Properties	101-729-961.001	\$25,000.00
			<u>\$25,000.00</u>
		<b>Net Expenditures</b>	<u><u>\$25,000.00</u></u>

Request to increase the budget for the Civic Center parking lot and water main ARPA project. This is for the water main and project contingency. This will be funded by an appropriation of prior year fund balance.

Revenues:	Prior Year Fund Balance	101-000-699.999	\$400,080.00
			<u>\$400,080.00</u>
		<b>Net Revenues</b>	<u><u>\$400,080.00</u></u>
Expenditures:	Civic Center -Parking Lot & Water Main	101-902-981.020	\$400,080.00
			<u>\$400,080.00</u>
		<b>Net Expenditures</b>	<u><u>\$400,080.00</u></u>

**206 - FIRE FUND** **Total Increase** \$78,000.00

Request to increase the budget for overtime due to the shortage of firefighter staff. This will be funded by an appropriation of prior year fund balance.

Revenues:	Prior Year Fund Balance	206-000-699.999	\$78,000.00
			<u>\$78,000.00</u>
		<b>Net Revenues</b>	<u><u>\$78,000.00</u></u>
Expenditures:	Regular Overtime	206-336-709.000	\$780,000.00
			<u>\$780,000.00</u>
		<b>Net Expenditures</b>	<u><u>\$780,000.00</u></u>

**236 - 14B DISTRICT COURT FUND** **Total Increase** \$16,062.00

Request to increase the budget for the grant received for document control - shredding and the overtime line for the employees working the special hours. This will be funded by a grant.

Revenues:	Other State Grants	236-000-546.100	\$16,062.00
			<u>\$16,062.00</u>
		<b>Net Revenues</b>	<u><u>\$16,062.00</u></u>
Expenditures:	Regular Overtime	236-286-709.000	\$14,920.00
	FICA	236-286-715.000	\$1,142.00
			<u>\$1,142.00</u>
		<b>Net Expenditures</b>	<u><u>\$16,062.00</u></u>