

## MEMORANDUM

TO: Park Advisory Commission

FROM: Colin Smith, Parks & Recreation Services Manager

DATE: March 19, 2013

SUBJECT: Resolution to Recommend Approval of a Construction Contract with Construction Solutions, Inc. for Gallup Park Livery and Site Improvements and appropriate funds (\$512,180)

Attached for your review is a resolution to recommend approval of a construction contract with Construction Solutions, Inc. for Gallup Park Livery and site improvements. Improvements to be completed as part of this project include barrier free paths to the docks, as well as barrier free docks and fishing facilities, expansion and modification of the patio area to create barrier free outdoor seating and to separate these areas from the pedestrian circulation, sliding glass doors from the meeting room that would allow for events and camps to take advantage of the scenic views and fresh air, and redesign of the park entry so that there is a separation between the service drive and the pedestrian pathway which will increase safety for park users.

Gallup Park is one of the most popular destinations in Washtenaw County, and the Livery is the largest in the State of Michigan. This public waterway serves residents and visitors as a destination for boating, fishing and environmental education. Fishing activities, camps and programs are popular among youth and adults.

When the Livery was designed, the amount and type of use that the park receives today was not envisioned. The rise in interest in kayaking, the success of the coffee shop, heavy use of the play area, and the popularity of the paths that intersect at the livery has made the operation challenging.

The potential for conflicts between users has increased as the number of vans used to transport canoers and kayakers up river has tripled, as well as the frequency in which they run. The playground is located adjacent to the livery, where the vans back up to turn around, creating a potential safety hazard.

The path, which is part of the Border to Border trail along the Huron River and is the main access to the Livery, is filled with walkers, bicyclists, runners and children, especially during the weekend when the river trips are most popular. The facility is rented constantly throughout the warmer months, where the inoperable windows make the facility hot and stuffy. Lastly, much of the facility is not barrier free. The docks are not accessible, and the entrances to the facility and restrooms do not meet the standards of the Americans with Disabilities Act. These issues would be resolved as a result of the construction project.

The 2011-2015 Parks and Recreation Open Space Plan needs assessment section outlines many of the improvements that will be accomplished by this construction project, including ADA compliance, safety improvements and upgrading access to the livery and docks .

The project is being funded in part by a grant of \$300,000.00 from the Michigan Natural Resources Trust Fund. Matching funding in the amount of \$300,000.00 for the Gallup Livery Improvements is available from the approved Park Maintenance and Capital Improvements Millage for FY2013.

Bids were received from six contractors:

Construction Solutions, Inc. \$512,180.00\*  
Braun Construction Group \$534,600.00  
Detroit Contracting, Inc. \$554,620.00  
The E&L Construction Group \$580,700.00  
A.R. Brower Company \$607,160.00  
Terra Firma Landscape \$612,137.00  
\*Lowest Responsible Bid

A 10% construction contingency (\$51,218.00) is included to cover potential contract change orders to be approved by the City Administrator. It is requested that \$563,398.00 be approved for the life of the project without regard to fiscal year. Funding is available in the approved FY2013 Park Maintenance and Capital Improvements Millage budget.

Construction Solutions, Inc. meets the living wage and prevailing wage requirements and received Human Rights approval on February 22, 2013.

RESOLUTION TO RECOMMEND APPROVAL OF A CONSTRUCTION CONTRACT  
WITH CONSTRUCTION SOLUTIONS, INC. FOR GALLUP PARK LIVERY  
AND SITE IMPROVEMENTS (\$512,180.00)

Whereas, Improvements to the Gallup Park Canoe Livery will benefit the operation, safety, accessibility, and usability of the facility;

Whereas, a grant was received through the Department of Natural Resources Trust Fund in the amount of \$300,000.00 to partially fund the project;

Whereas, Competitive bids were received by Purchasing on February 21, 2013;

Whereas, Construction Solutions, Inc. submitted the lowest responsive bid;

Whereas, Construction Solutions, Inc. received Human Rights approval on February 22, 2013;

Whereas, Improvements to the Gallup Livery are noted in the Parks & Recreation open Space Plan;

Whereas, Matching funding for the project is available in the approved FY2013 Park Maintenance and Capital Improvements Millage budget;

Whereas, MDNR will reimburse construction costs after City submitting construction invoices instead of providing \$300,000.00 at the start of the project construction; and

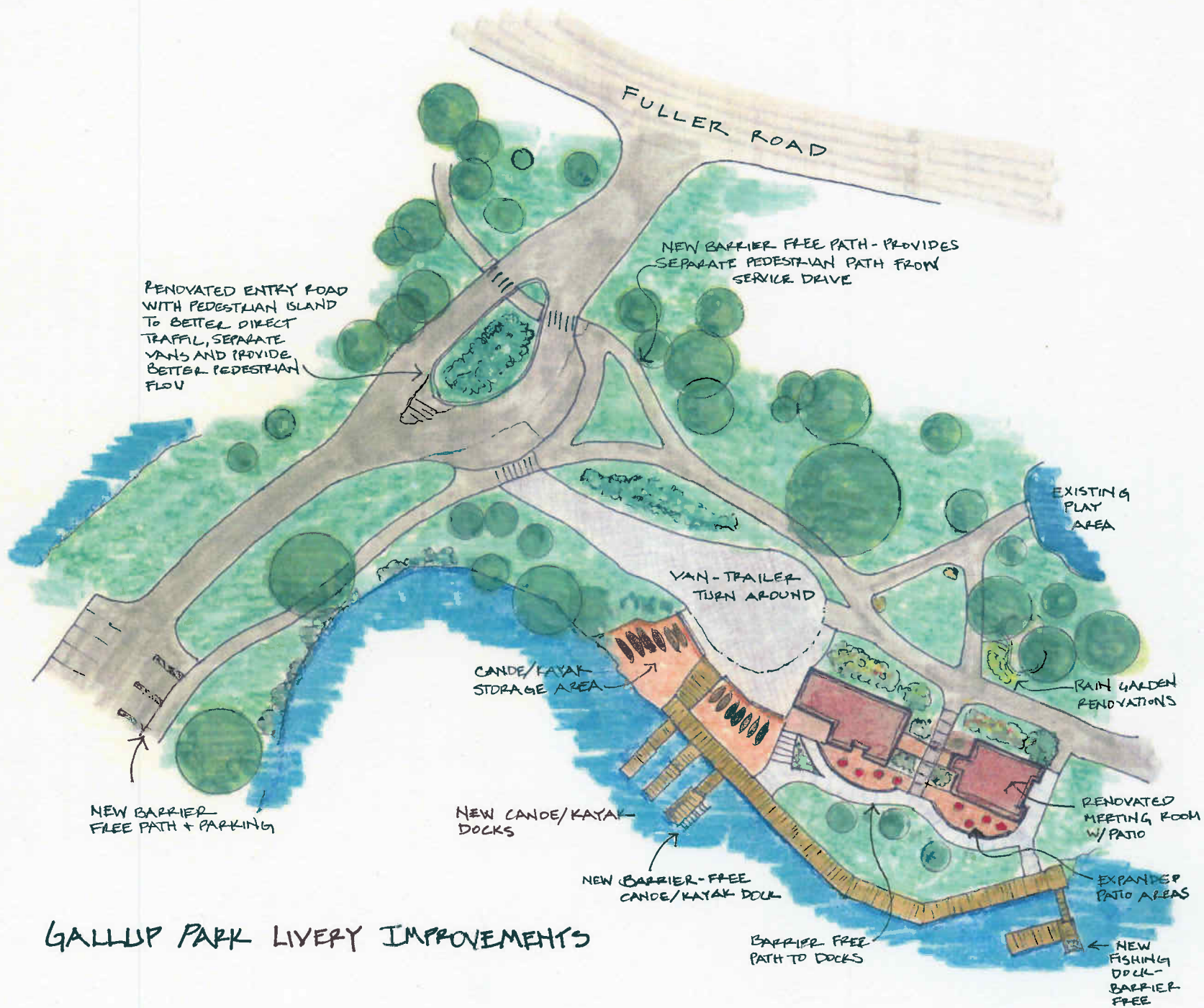
Whereas, \$563,398.00 needs to be available at the time of award of the construction contract;

RESOLVED, That the Park Advisory Commission recommend approval of a contract with Construction Solutions, Inc. for improvements to Gallup Park and approve a construction contingency of \$51,218.00 (10%) to cover potential contract change orders for a total contract amount of \$563,398.00 for the life of the project without regard to fiscal year;

RESOLVED, That \$563,398.00 are appropriated from the fund balance of the Parks Maintenance and Capital Improvements Millage;

RESOLVED, That reimbursements from MDNR for construction activities for the project be put into the Parks Maintenance and Capital Improvement Millage.

Prepared by: Amy Kuras, Landscape Architect IV  
Reviewed by: Colin Smith, Parks & Recreation Services Manager



## GALLUP PARK LIVERY IMPROVEMENTS

## GRANT OF EASEMENT

**KNOW ALL PERSONS BY THESE PRESENTS** that the **CITY OF ANN ARBOR**, a Michigan municipal corporation, whose address is 301 East Huron Street, P.O. Box 8647, Ann Arbor, Michigan 48104, as fee owner of certain land located in Section 21, City of Ann Arbor, Washtenaw County, Michigan, does hereby grant and convey to **DTE Electric Company**, a Michigan corporation, whose address is One Energy Way, Detroit, Michigan, 48226, and easement for the construction and maintenance of electrical utility service in, on, and over the following described premises, situated in the City of Ann Arbor, County of Washtenaw and State of Michigan, to wit:

Located in the SW ½ Sec 21, T2S, R6E, and more specifically described as: As shown on attached legal description, Exhibit 'A', which attached hereto and made a part hereof

A 15 foot wide Right-of-Way described more fully on attached Detroit Edison drawing, dated 1/30/2013 as shown on attached 'Exhibit "B"'.

**For good and valuable consideration less than \$100.00, the receipt and adequacy of which is hereby acknowledged, the parties hereby agree as follows:**

1. For the purpose of providing electric service and Grantee communication service including the necessary poles, guys, anchors, wires, manholes, conduits, pipes, cables, transformers and equipment, upon, over, under and across the property described above. The rights hereby granted include the right of access to and from the said premises, the right to construct, modify, operate and maintain said line facilities.
2. Grantee, in connection with the construction, inspection, maintenance, and/or repair of said underground electrical utility line facilities and above-ground appurtenances to said facilities, shall take reasonable steps to minimize the interference with the City's property. Grantee's employees and/or contractors shall take affirmative actions to reduce the impact to City parking spaces in Riverside Park and provide notification in advance to the City, and any parking space lessee, should it be necessary to utilize Riverside Park parking spaces for construction. In addition, should it be necessary to utilize Riverside Park parking spaces for construction, alternate parking spaces will be made available on Grantee property in either at Grantee's Ann Arbor Service Center location or in

the open space north of Grantee's Truck Shelter, or other site mutually agreed upon by the parties. Grantee also agrees to provide advance written notice to Grantor's Project Management Service Area of its initial construction plans and to coordinate with Grantor the planned paving work for Canal Street and construction of the new parking area at the west end of Riverside Park.

3. No buildings or other permanent structures are allowed in Easement Area without Grantee's written consent.
4. Grantee may trim, cut down, remove, or otherwise control any trees, bushes, branches and roots in the easement area (or that could grow into the easement area) subject to the following conditions:
  - (a) Grantor's Parks and Recreation Manager will be provided advance written notification, by Grantee of work schedule for planned activities in or adjacent to Riverside Park. Grantee will provide Grantor with contact information for Grantee's facilitator and contractor(s) for all construction work. Grantee shall not make any change in the grade or natural environment of the surface within the Easement Area without prior notification to and approval by Grantor.
  - (b) Grantee's tree removal work authorized under this subsection shall be done under the direction of an experienced arborist.
  - (c) Prior to pole construction, Grantee will provide Grantor's Parks and Recreation Manager of a copy of its design and/or construction plans, which shall include the location of pole drop areas and initial tree removal numbers.
  - (d) Grantee will chip and remove from the site any tree cut down or branches removed. Trees will be cut at ground level. Stumps of trees will be ground down below grade by a landscape contractor. At the Grantor's option, the Grantor may accept the logs from tree trunks and major branches for its use. If the Grantor accepts any log or branch, Grantee shall have no further responsibility for its disposal.
  - (e) Grantee agrees to install replacement trees, per approved design plans, removed during pole construction under the direction of a landscape contractor and pay Grantor funds in the amount of Twenty-three Thousand Eight Hundred dollars (\$23,800) to mitigate the impact on the natural features of Riverside Park as required by Ann Arbor City Code for disturbed areas that will not be replanted. The location of the replacement trees will be determined by a planting plan prepared by Grantor. The planting plan shall be prepared so that no trees, plant life, or fences are planted, grown or installed within eight feet of the front door and within two feet of the other sides of transformers and switching cabinet enclosures. Grantee will not be responsible to Grantor for damages to or removal of trees, plant life and fences placed in front of the transformer doors.
5. If Grantee's employees, contractors, vehicles or equipment damage Grantor's land while entering Grantor's land for the purposes stated in the easement, then Grantee will restore Grantor's land as nearly as can be to its original condition.

6. Grantee shall defend, indemnify and hold the City harmless from any and all liability, damage, expense, including reasonable attorneys' fees, cause of action, suit, claim or judgment arising from bodily injury, death or property damage sustained by Grantee or any of Grantee's employees, agents, and contractors which occurs in, on or under the Easement Area, and which occurs in connection with the construction, inspection, maintenance and/or repair activities and to the extent caused by Grantee's negligence.
7. Exempt under MCL 207.505 (a) and MCL 207.526 (a).
8. Under 1974 Public Act 53, Grantor agrees to call MISS DIG (811) before excavating in the Easement Area.

This grant of easement shall run with the land and shall be binding on and shall inure to the benefits of the parties hereto, their successors, heirs, executors, and assigns.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2013.

**GRANTOR: CITY OF ANN ARBOR**, a Michigan municipal corporation

By: \_\_\_\_\_  
John Hieftje  
Its: Mayor

By: \_\_\_\_\_  
Jacqueline Beaudry  
Its: City Clerk

STATE OF MICHIGAN  
COUNTY OF WASHTENAW

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by John Hieftje and Jacqueline Beaudry, respectively, the Mayor and City Clerk, of the City of Ann Arbor, a Michigan municipal corporation, on behalf of said corporation and as grantor.

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Mary Joan Fales, Notary Public  
Monroe County, Michigan  
Acting in Washtenaw County, Michigan  
My Commission Expires: \_\_\_\_\_

Prepared By:  
Mary Joan Fales (P37142)  
City Attorney's Office  
City of Ann Arbor  
301 E. Huron St.  
Ann Arbor, MI 48104

When Recorded Return To:  
Karen Green  
Facilitator, Right-of-Way  
SW Planning & Design  
Detroit Edison Company  
8001 S. Haggerty Road  
Belleville, MI 48111

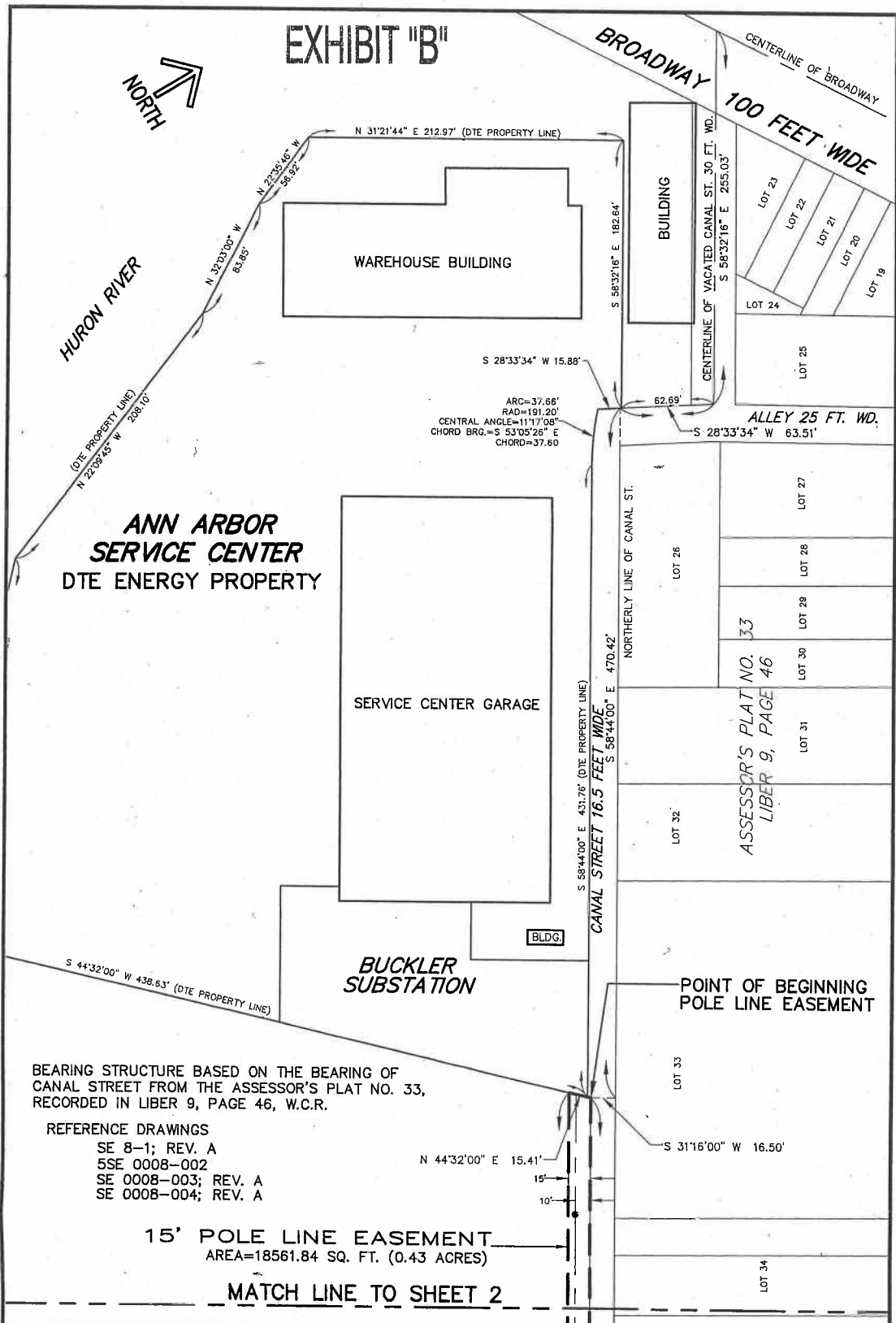
Tax ID No. 09-09-21-305-008



# EXHIBIT "A"

Parcel Identification	
Parcel Number:	09-09-21-305-006
Property Address Street Number, Name & Direction	CANAL ST VACANT
City, Village, or Township:	CITY OF ANN ARBOR
Legal Description:	PRT SW 1/4 SEC 21 T2S R6E COM INT SWL CANAL ST NOW VACATED & SEL BROADWAY TH SW 149.75 FT IN SEL BROADWAY FOR POB TH SE DEFL 109 DEG 17 MIN LT 148.62 FT TH S DEFL 9 DEG 38 MIN 55 SEC LT 56.92 FT TH S LY DEFL 9 DEG 27 MIN 14 SEC LT 83.85 FT TH S LY DEFL 9 DEG 53 MIN 15 SEC RT 208.1 FT TH SE DEFL 24 DEG 21 MIN 45 SEC LT 150.23 FT TH DEFL 8 DEG 43 MIN 15 SEC LT 117.63 FT TH DEFL 80 DEG 13 MIN 15 SEC RT TO SL HURON RIVER TH NW & N ALG HURON RIVER TO SE LY L BROADWAY TO POB SPLIT ON 02/20/2009 WITH 09-09-21-305-004 INTO 09-09-21-305-008;

# EXHIBIT "B"



BEARING STRUCTURE BASED ON THE BEARING OF CANAL STREET FROM THE ASSESSOR'S PLAT NO. 33, RECORDED IN LIBER 9, PAGE 46, W.C.R.

REFERENCE DRAWINGS  
 SE 8-1; REV. A  
 5SE 0008-002  
 SE 0008-003; REV. A  
 SE 0008-004; REV. A

**15' POLE LINE EASEMENT**  
 AREA=18561.84 SQ. FT. (0.43 ACRES)

**MATCH LINE TO SHEET 2**



**DTE Energy**  
 DTE Electric Company  
 CENTRAL DESIGN  
 SURVEYING SERVICES  
 360 SERVICE BUILDING

**MAP AND DESCRIPTION**  
 OF POLE LINE EASEMENT IN PART OF THE SW.-1/4  
 SEC. 21 & NW. 1/4 SEC. 28, T. 2 S., R. 6 E.,  
 CITY OF ANN ARBOR, WASHTENAW COUNTY, MI  
**BUCKLER SUBSTATION**

SHEET 1 OF 3  
 JOB NUMBER  
 201301004

SCALE  
 1 INCH= 80 FEET

DRAWN BY  
 C. ZBOCH

SURVEY ENGINEER  
 G.D. STEPHENS

DATE OF DRAWING  
 1/30/2013

DRAWING NO.  
**SE 1442-001**

# EXHIBIT "B"

MATCH LINE TO SHEET 1



APPROXIMATE SOUTH LINE SECTION 21, T. 2 S., R. 6 E.  
 APPROXIMATE NORTH LINE SECTION 28, T. 2 S., R. 6 E.

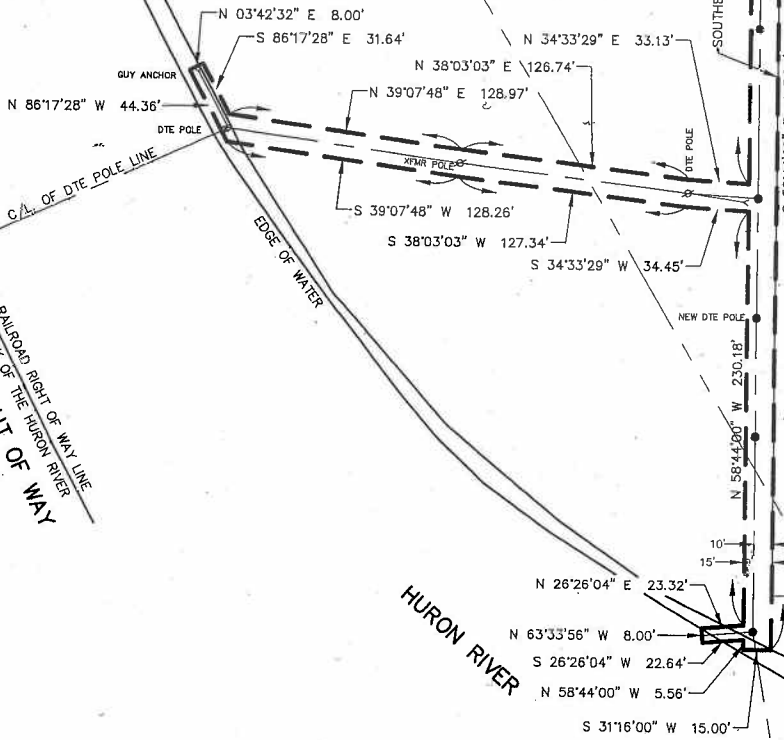
## PARK AREA

HURON RIVER

NORTH BANK OF THE HURON RIVER

MICHIGAN CENTRAL RAILROAD RIGHT OF WAY  
 FULLER ROAD  
 APPROX. EDGE OF PAVT.  
 RAILROAD TRACK  
 NORTH RAILROAD RIGHT OF WAY LINE  
 SOUTH BANK OF THE HURON RIVER

15' POLE LINE EASEMENT  
 AREA=18561.84 SQ. FT. (0.43 ACRES)



CANAL STREET 16.5 FEET WIDE

CANAL STREET 25 FEET WIDE

CANAL STREET 25 FEET WIDE

NORTHEASTERLY LINE OF CANAL ST.	LOT 35
ASSESSOR'S PLAT NO. 33	LOT 36
	LOT 37
	LOT 9
	LOT 8
	LOT 7
(LIBER 9, PAGE 45)	LOT 6
	LOT 5
ASSESSOR'S PLAT NO. 32	LOT 4
	LOT 3
	LOT 2
	LOT 1

CENTERLINE OF NEW POLE LINE TO AN EXISTING POLE ON THE SOUTHEASTERLY SIDE OF THE HURON RIVER



**DTE Energy**  
 DTE Electric Company  
 CENTRAL DESIGN SURVEYING SERVICES  
 360 SERVICE BUILDING

**MAP AND DESCRIPTION**  
 OF POLE LINE EASEMENT IN PART OF THE SW. 1/4 SEC. 21 & NW. 1/4 SEC. 28, T. 2 S., R. 6 E., CITY OF ANN ARBOR, WASHTENAW COUNTY, MI

SHEET 2 OF 3

JOB NUMBER  
 201301004

SCALE  
 1 INCH = 80 FEET

DRAWN BY  
 C. ZBOCH

SURVEY ENGINEER  
 G.D. STEPHENS

DATE OF DRAWING  
 1/30/2013

DRAWING NO.  
 SE 1442-001


# EXHIBIT "B"

## POLE LINE EASEMENT

A Pole Line Easement being part of the Southwest 1/4 of Section 21 and the Northwest 1/4 of Section 28, Town 2 South, Range 6 East, City of Ann Arbor, Washtenaw County, Michigan, described as:

Commencing at the intersection of the centerline of Broadway Street (100 feet wide) and the centerline of vacated Canal Street (30 feet wide); thence South 58°32'16" East, 255.03 feet, along the centerline of vacated Canal Street (30 feet wide); thence South 28°33'34" West, 63.51 feet, along the Westerly line of an Alley 25 feet wide; thence South 58°44'00" East, 470.42 feet, along the Northerly line of Canal Street and it's extension westerly to said Westerly line of Alley 25 feet wide; thence South 31°16'00" West, 16.50 feet to the Southerly line of Canal Street and the POINT OF BEGINNING; thence South 58°44'00" East, 913.72 feet, along the Southerly line of Canal Street; thence South 31°16'00" West, 15.00 feet, thence North 58°44'00" West, 5.56 feet, thence South 26°26'04" West, 22.64 feet; thence North 63°33'56" West, 8.00 feet; thence North 26°26'04" East, 23.32 feet; thence North 58°44'00" West, 230.18 feet; thence South 34°33'29" West, 34.45 feet; thence South 38°03'03" West, 127.34 feet; thence South 39°07'48" West, 128.26 feet; thence North 86°17'28" West, 44.36 feet; thence North 03°42'32" East, 8.00 feet; thence South 86°17'28" East, 31.64 feet; thence North 39°07'48" East, 128.97 feet; thence North 38°03'03" East, 126.74 feet; thence North 34°33'29" East, 33.13 feet; thence North 58°44'00" West, 658.46 feet; thence North 44°32'00" East, 15.41 feet to the Point of Beginning. Containing 18561.84 sq. ft. (0.43 acres) of land, more or less.

Said easement is to construct, reconstruct, operate and maintain overhead and underground electric lines including poles, wires, manholes, conduits, cables and equipment. DTE Energy may trim or cut down any trees, bushes, or branches in the easement that DTE Energy believes could interfere with the operation and maintenance of its facilities. No buildings, structures or other encroachments shall be placed in the easement without DTE Energy's prior written consent.

 <p><b>DTE Energy</b> DTE Electric Company CENTRAL DESIGN SURVEYING SERVICES 560 SERVICE BUILDING</p>	<p><b>MAP AND DESCRIPTION</b> OF POLE LINE EASEMENT IN PART OF THE SW. 1/4 SEC. 21 &amp; NW. 1/4 SEC. 28, T. 2 S., R. 6 E., CITY OF ANN ARBOR, WASHTENAW COUNTY, MI</p>		<p>SHEET 3 OF 3</p>
	<p><b>BUCKLER SUBSTATION</b></p>		<p>JOB NUMBER 201301004</p>
<p>SCALE 1 INCH = <u>  </u> N.A. FEET</p>	<p>DRAWN BY C. ZBOCH</p>	<p>SURVEY ENGINEER G.D. STEPHENS</p>	<p>DATE OF DRAWING 1/30/2013</p>
		<p>DRAWING NO. <b>SE 1442-001</b></p>	

- |                                |          |    |
|--------------------------------|----------|----|
| <i>Amelanchier arborea</i>     | 'Truzan' | AA |
| <i>Malus 'Brennlypaine'</i>    |          | MB |
| <i>Malus 'Donald Wymen'</i>    |          | MP |
| <i>Betula nigra</i>            |          | BN |
| <i>Carpinus caroliniana</i>    |          | CC |
| <i>Liquidambar styraciflua</i> |          | LS |
| <i>Liriodendron tulipifera</i> |          | LT |
| <i>Quercus bicolor</i>         |          | QB |
| <i>Taxodium distichum</i>      |          | TP |
| <i>Cornus kousa</i>            |          | CK |
- 
- |                    |    |
|--------------------|----|
| Downy Serviceberry | AA |
| crabapple          | MB |
| crabapple          | MP |
| river birch        | BN |
| American hornbeam  | CC |
| Sweetgum           | LS |
| Tulip tree         | LT |
| Swamp white oak    | QB |
| Bald cypress       | TP |
| Kousa dogwood      | CK |



RIVERSIDE PARK PLANTING  
1" = 50'