

CHARTER TOWNSHIP OF
YPSILANTI BOARD OF TRUSTEES

Supervisor

BRENDA L. STUMBO

Clerk

KAREN LOVEJOY ROE

Treasurer

LARRY J. DOE

Trustees

STAN ELDRIDGE

HEATHER JARRELL ROE

MONICA ROSS WILLIAMS

JIMMIE WILSON, JR.

December 19, 2017

Work Session – 5:00 p.m.

Regular Meeting – 7:00 p.m.

**Ypsilanti Township Civic Center
7200 S. Huron River Drive
Ypsilanti, MI 48197**

DEPARTMENTAL REPORTS

14-B District Court

Revenue Report for November 2017

General Account

Account Number	
Due to Washtenaw County	
(101-000-000-214.222)	<u>\$9,798.00</u>
Due to State Treasurer	
Civil Filing Fee Fund (MCL 600.171):	\$14,301.00
State Court Fund (MCL 600.8371):	\$890.00
Justice System Fund (MCL 600.181):	\$24,239.67
Juror Compensation Reimbursement Fund:	
Civil Jury Demand Fee (MCL 600.8371):	\$30.00
Drivers License Clearance Fees (MCL 257.321a):	\$1,803.75
Crime Victims Rights Fund (MCL 780.905):	\$5,626.79
Judgment Fee (Dept. of Natural Resources):	\$0.00
E-File Fee (228.56):	\$4,295.00
Due to Secretary of State	
(101-000-000-206.136)	\$1,797.00
	Total: <u>\$52,983.21</u>

Due to Ypsilanti Township

Court Costs (101-000-000-602.136):	\$38,272.95
Civil Fees (101-000-000-603.136):	\$15,564.00
Probation Fees (101-000-000-604.000):	\$10,128.88
Ordinance Fines (101-000-000-605.001):	\$60,016.00
Bond Forfeitures (101-000-000-605.003):	\$3,125.00
Interest Earned (101-000-000-605.004):	\$0.00
State Aid-Caseflow Assistance (101-000-602.544):	\$0.00
Expense Write-Off:	\$0.00
Bank Charges (Expense - 101.136.000.957.000):	(\$866.98)
	Total: <u>\$126,239.85</u>

Total to General Account - (101.000.000.004.136): **\$189,021.06**

Escrow Account

(101-000-000-205.136)

Court Ordered Escrow:	\$8,605.21
Bonds:	\$24,564.08
Restitution:	\$4,106.51

Total to Escrow Account - (101.000.000.205.136): **\$37,275.80**

		Year to Date	
	Prior Year Comparison		
Month	Revenue	Revenue	
	2016	2017	
January	\$121,678.02	\$ 120,611.62	
February	\$175,343.69	\$ 155,669.56	
March	\$154,916.76	\$ 182,041.34	
April	\$133,933.35	\$ 148,443.25	
May	\$136,097.41	\$ 162,945.87	
June	\$138,669.47	\$ 139,612.07	
July	\$131,882.07	\$ 140,495.57	
August	\$156,356.14	\$ 161,593.12	
September	\$155,340.95	\$ 145,006.23	
October	\$148,098.94	\$ 149,269.12	
November	\$134,130.41	\$ 126,239.85	
December	\$106,942.52		
Grant:	\$ 82,500.00	\$ 117,000.00	
Standardization			
Payment:	\$ 45,724.00	\$ 45,724.00	
Year-to Date			
Totals:	\$ 1,821,613.73	\$ 1,794,651.60	
Expenditure			
Budget:	\$ 1,443,321.00	\$ 1,486,200.32	
Difference:	\$ 378,292.73	\$ 308,451.28	

14-B District Court

Monthly Disbursements

November 2017

Revenue received as a Fine for violation of a State Statute is disbursed to the Washtenaw County Treasurer, for library purposes.

Revenue received as a Fine for violation of a Township Ordinance and all Court Costs are disbursed to the Ypsilanti Township Treasurer. Local revenue also includes Probation oversight fees and Bond Forfeitures.

Revenue received as State Filing Fee, State Court Fund, Justice System Fund, Juror Compensation, Crime Victims Rights Fund and Dept. of Natural Resources Judgment Fee is forwarded to the State Treasurer.

Money received as Garnishment Proceeds, Criminal Bonds, Restitution, and Court Ordered Escrow are deposited in the Escrow Account of the Court.

All other revenues are transferred to the Ypsilanti Township Treasurer.

November 2017 Disbursements:

Washtenaw County:	\$ 9,798.00
State of Michigan:	\$ 52,983.21
Ypsilanti Township Treasurer:	\$126,239.85

TOTAL: \$189,021.06

YPSILANTI TOWNSHIP FIRE DEPARTMENT
MONTHLY REPORT

OCTOBER 2017

Fire Department staffing levels are as follows:

1 Fire Chief	3 Shift Captains	18 Fire Fighters
1 Fire Marshal	3 Shift Lieutenants	1 Clerk III / Staff Support

All fire department response personnel are licensed as Emergency Medical Technicians by the State of Michigan Public Health. During the month, the fire department responded to 395 requests for assistance. Of those requests, 238 were medical emergency service calls, with the remaining 157 incidents classified as non-medical and/or fire related.

Department activities for the month of October, 2017:

- 1) The Public Education Department participated in the following events:
 - a) Truck Demonstration at Big Lots Community Event
 - b) Truck Demonstration at Wiard's Orchard Fall Festival
 - c) HQ Fire Station tour for Day Care Field Trip
 - d) Photo Op at EMU for Rosie the Riveter Event
 - e) Truck Demonstration at East Arbor Academy
 - f) Hosted Shred Service Event for Township Residents
 - g) Trunk or Treat event at Ypsilanti Moose
 - h) Trunk or Treat event at Greene Farm Subdivision
 - i) Truck Demonstration at E. Michigan Krogers for Kids Night Out
 - j) Fire Safety Demonstration at Rawsonville Elementary School
 - k) Smoke Alarms: 2833 Appleridge (1) & 6414 Lake Drive #7 (2)
 - l) Car Seat fittings for U of M Buckle Up program

- 2) Fire fighters attended 5 neighborhood watch meetings

- 3) Fire fighters received training in the following areas:
 - a) Washtenaw County Tech Rescue Team
 - b) Zoll AED Equipment
 - c) Toured DTE Facility on E Michigan
 - d) Toured Marsh Plating Facility with City of Ypsilanti & Superior Township

The Fire Marshal had these activities / events for the month of October, 2017:

- 1) Fire Investigations: 3
- 2) Plan Reviews: 7
- 3) Inspections: 3
- 4) Meetings: 3
- 5) Sprinkler System class

The Fire Chief attended these meetings / events for the month of October, 2017:

- 1) WAMAA
- 2) SE MI Fire Chiefs meeting
- 3) Negotiation prep meeting
- 4) Review – Strong Tower Church parking gates
- 5) HazMat Authority Board meeting
- 6) Officers meeting
- 7) Single Channel Dispatch meeting
- 8) Tabletop Exercise at GM Tyler Road plant
- 9) Conference on Fairfield Sprinkler System
- 10) Make-up Air Test at China Chef
- 11) Review at Huron Valley PACE
- 12) Board Meeting for carpet replacement at HQ – re-bid
- 13) Huckleberry Store Fire Investigation - video
- 14) Site Inspection – water supply for Fairfield Inn
- 15) Township Emergency Action Plan Review
- 16) Rosie the Riverter event at EMU
- 17) Knox Box for Bosal
- 18) 2018 Budget Prep meeting
- 19) Meeting with Pittfield Twp Fire Chief – vehicle maintenance
- 20) Oversaw surplus items inventory & sale

There was 0 injuries and 0 deaths reported this month for civilians.

There was 0 injuries and 0 deaths reported this month for fire fighters.

This month the total fire loss, including vehicle fires, is estimated at **\$504,430.00**. All occurred at the following locations:

DATE OF LOSS	ADDRESS	ESTIMATED LOSS
1) 10/02/2017	1810 Carol Ann	\$ 0.00 (cooking)
2) 10/03/2017	23 Washington	\$ 0.00 (Mutual Aid – Ypsilanti City)
3) 10/03/2017	950 Railroad	\$ 0.00 (Mutual Aid – Ypsilanti City)
4) 10/05/2017	212 Ferris	\$ 0.00 (Mutual Aid – Ypsilanti City)
5) 10/06/2017	Huron River @ Superior	\$ 0.00 (Mutual Aid – Superior Twp)
6) 10/06/2017	1761 Woodale	\$ 0.00 (vehicle)
7) 10/06/2017	39 E Michigan	\$ 0.00 (Mutual Aid – Ypsilanti City)
8) 10/09/2017	757 Oswego	\$ 0.00 (outside rubbish)
9) 10/10/2017	610 Woodlawn	\$144,000.00 (building)
10) 10/10/2017	620 Woodlawn (exp #1)	\$ 2,000.00 (building)
11) 10/10/2017	610 Woodlawn (exp #2)	\$ 6,000.00 (vehicle)
12) 10/10/2017	610 Woodlawn (exp #3)	\$ 1,000.00 (vehicle)
13) 10/11/2017	2872 Washtenaw	\$250,000.00 (building)
14) 10/12/2017	748 Dorset	\$ 6,000.00 (building)
15) 10/15/2017	7099 McKean	\$ 0.00 (utility pole)
16) 10/15/2017	155 Valley Drive	\$ 0.00 (cooking)
17) 10/16/2017	424 Woodlawn	\$ 400.00 (cooking)
18) 10/17/2017	1202 Jay	\$ 2,000.00 (brush)
19) 10/19/2017	6267 Bemis	\$ 75,000.00 (road freight / truck)
20) 10/19/2017	S Huron @ James Hart	\$ 5,000.00 (vehicle)
21) 10/21/2017	7956 Thornhill Drive	\$ 0.00 (brush)
22) 10/24/2017	1771 E Michigan	\$ 2,000.00 (boiler malfunction)
23) 10/27/2017	745 Browning #2	\$ 0.00 (building – out on arrival)
24) 10/28/2017	1480 Rue Deauville	\$ 530.00 (dryer fire)
25) 10/31/2017	1234 Medford Drive	\$ 10,500.00 (building)

Respectfully submitted,

Rhonda Bates, Clerical Support Staff
Charter Township of Ypsilanti Fire Department

Attachment: Fire House Incident Type Report (Summary) 10/01/2017 – 10/31/2017

Ypsilanti Township Fire Department

Incident Type Report (Summary)

Alarm Date Between {10/01/17} And {10/31/17}

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
1 Fire				
100 Fire, Other	5	1.27%	\$7,530	1.49%
111 Building fire	7	1.77%	\$412,500	81.77%
112 Fires in structure other than in a building	1	0.25%	\$0	0.00%
113 Cooking fire, confined to container	5	1.27%	\$400	0.07%
116 Fuel burner/boiler malfunction, fire confined	1	0.25%	\$2,000	0.39%
131 Passenger vehicle fire	2	0.51%	\$5,000	0.99%
132 Road freight or transport vehicle fire	1	0.25%	\$75,000	14.86%
142 Brush or brush-and-grass mixture fire	2	0.51%	\$2,000	0.39%
151 Outside rubbish, trash or waste fire	1	0.25%	\$0	0.00%
	25	6.33%	\$504,430	100.00%
2 Overpressure Rupture, Explosion, Overheat(no fire)				
251 Excessive heat, scorch burns with no ignition	1	0.25%	\$0	0.00%
	1	0.25%	\$0	0.00%
3 Rescue & Emergency Medical Service Incident				
300 Rescue, EMS incident, other	8	2.03%	\$0	0.00%
311 Medical assist, assist EMS crew	31	7.85%	\$0	0.00%
320 Emergency medical service, other	8	2.03%	\$0	0.00%
321 EMS call, excluding vehicle accident with injuries	61	40.76%	\$0	0.00%
322 Motor vehicle accident with injuries	12	3.04%	\$0	0.00%
323 Motor vehicle/pedestrian accident (MV Ped)	1	0.25%	\$0	0.00%
324 Motor Vehicle Accident with no injuries	16	4.05%	\$0	0.00%
331 Lock-in (if lock out , use 511)	1	0.25%	\$0	0.00%
	238	60.25%	\$0	0.00%
4 Hazardous Condition (No Fire)				
411 Gasoline or other flammable liquid spill	1	0.25%	\$0	0.00%
412 Gas leak (natural gas or LPG)	2	0.51%	\$0	0.00%
424 Carbon monoxide incident	4	1.01%	\$0	0.00%
440 Electrical wiring/equipment problem, Other	3	0.76%	\$0	0.00%
442 Overheated motor	1	0.25%	\$0	0.00%
444 Power line down	10	2.53%	\$0	0.00%
445 Arcing, shorted electrical equipment	3	0.76%	\$0	0.00%
481 Attempt to burn	1	0.25%	\$0	0.00%
	25	6.33%	\$0	0.00%
5 Service Call				

Ypsilanti Township Fire Department

Incident Type Report (Summary)

Alarm Date Between {10/01/17} And {10/31/17}

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
5 Service Call				
500 Service Call, other	2	0.51%	\$0	0.00%
510 Person in distress, Other	1	0.25%	\$0	0.00%
511 Lock-out	2	0.51%	\$0	0.00%
5111 Lock-in	1	0.25%	\$0	0.00%
531 Smoke or odor removal	5	1.27%	\$0	0.00%
5501 Neighborhood Watch	2	0.51%	\$0	0.00%
5502 Community Outreach	4	1.01%	\$0	0.00%
5503 Fire safety talk & truck demo	1	0.25%	\$0	0.00%
553 Public service	2	0.51%	\$0	0.00%
554 Assist invalid	2	0.51%	\$0	0.00%
561 Unauthorized burning	4	1.01%	\$0	0.00%
	26	6.58%	\$0	0.00%
6 Good Intent Call				
600 Good intent call, Other	4	1.01%	\$0	0.00%
611 Dispatched & cancelled en route	21	5.32%	\$0	0.00%
6111 Canceled on Arrival	25	6.33%	\$0	0.00%
622 No Incident found on arrival at dispatch address	6	1.52%	\$0	0.00%
631 Authorized controlled burning	1	0.25%	\$0	0.00%
652 Steam, vapor, fog or dust thought to be smoke	1	0.25%	\$0	0.00%
	58	14.68%	\$0	0.00%
7 False Alarm & False Call				
700 False alarm or false call, Other	5	1.27%	\$0	0.00%
733 Smoke detector activation due to malfunction	2	0.51%	\$0	0.00%
735 Alarm system sounded due to malfunction	2	0.51%	\$0	0.00%
736 CO detector activation due to malfunction	2	0.51%	\$0	0.00%
740 Unintentional transmission of alarm, Other	1	0.25%	\$0	0.00%
743 Smoke detector activation, no fire - unintentional	1	0.76%	\$0	0.00%
744 Detector activation, no fire - unintentional	2	0.51%	\$0	0.00%
745 Alarm system activation, no fire - unintentional	5	1.27%	\$0	0.00%
	22	5.57%	\$0	0.00%
Total Incident Count:	395		Total Est Loss:	\$504,430



WASHTENAW COUNTY

OFFICE OF THE SHERIFF



JERRY L. CLAYTON
SHERIFF

2201 Hogback Road ♦ Ann Arbor, Michigan 48105-9732 ♦ OFFICE (734) 971-8400 ♦ FAX (734) 973-4624 ♦ EMAIL sheriff@ewashtenaw.org

MARK A. PTASZEK
UNDERSHERIFF

To: Brenda Stumbo, Ypsilanti Township Supervisor
From: Mike Marocco, Police Services Lieutenant
Cc: Mike Radzik, Ypsilanti Township Police Administrator & Ypsilanti Township Board
Marlene Radzik, WCSO Police Services Commander
Date: December 7, 2017
Re: November 2017 Police Services Monthly Report

In November of 2017, there were 3242 calls for service in Ypsilanti Township, which is an 11.8% decrease in calls for service as compared to November of 2016. This reduction brings us to a 4.76% reduction in Calls For Service Year to Date.

OPERATIONS

During November of 2017, Patrol Operations has been efficient in handling calls for service, traffic enforcement and community engagement duties in pursuit of our total policy philosophy. We will continue to focus on root cause issues and build on the success we have experienced within the community.

Neighborhood Watch Liaison Deputy Lindsey Thompson has been focusing on two significant initiatives within the Township:

- 1) Encouraging citizens to call 911 when they see something suspicious
- 2) Educating business owners and employees that provide delivery service regarding safety

We are still experiencing opportunistic thievery from vehicles, we continue to utilize multiple media platforms to get the word out the community to lock up their vehicle and refrain from leaving keys inside those vehicles. The vast majority of vehicle thefts and larcenies from vehicles are from unlocked vehicles.

YOUTH INITIATIVE

The Sheriff's Office continues to partner with courts, probation and social services to ensure that there is accountability beyond Sheriff's Office contact with the offenders that are consistently involved in crimes. The year to date reductions in burglaries, stolen autos and juvenile mischief complaints as indicated below is directly related to the Sheriff's Office engagement of our juvenile population and their family structures.

Due to Deputy Morrison being selected for a new assignment, we are currently seeking a replacement to begin 2018.

COMMUNITY ACTION TEAM

During the month of November, the Sheriff's Office executed several narcotics related search warrants within Ypsilanti Township which resulted in seizures of narcotics, weapons and currency.

Our collaboration with the Michigan Department of Correction in reference to parole compliance continues to pay dividends. Fast reaction to tips regarding parolee misconduct as well as regular home visits are expected by the parolees that are living in Ypsilanti Township and surrounding areas. Five arrests were made this month due to Parolee non-compliance.

Following a comprehensive process, Deputy Morrison has been selected to join the Community Action Team. She will be an asset to the team.

CONSTRUCTION TRAFFIC

Deputies have aggressively patrolled the US-12 Bypass and surrounding areas to mitigate issues caused by the construction as well as to ensure the safety of the workers.

CLR-008 Monthly Summary Of Offenses (WD)

City:Ypsilanti Twp-YPT



Month:	November
Year:	2017
Print Option:	Print Both Monthly and YTD
Include Unfounded:	No
Report Offenses:	Include All (1,2,3,4)
Attempted/Completed/NA:	Includes Attempted, Completed
City:	Ypsilanti Twp-YPT

CLR-008 Monthly Summary Of Offenses (WD)

City:Ypsilanti Twp-YPT

For The Month Of November

Classification	Nov/2016	Nov/2017	%Change
09001 MURDER/NONNEGLIGENT MANSLAUGHTER (VOLUNTARY)	0	0	0%
09004 JUSTIFIABLE HOMICIDE	0	0	0%
10001 KIDNAPPING/ABDUCTION	0	1	0%
10002 PARENTAL KIDNAPPING	0	0	0%
11001 SEXUAL PENETRATION PENIS/VAGINA -CSC 1ST DEGREE	2	6	200%
11002 SEXUAL PENETRATION PENIS/VAGINA -CSC 3RD DEGREE	0	3	0%
11003 SEXUAL PENETRATION ORAL/ANAL -CSC 1ST DEGREE	1	2	100%
11004 SEXUAL PENETRATION ORAL/ANAL -CSC 3RD DEGREE	0	0	0%
11005 SEXUAL PENETRATION OBJECT -CSC 1ST DEGREE	0	0	0%
11007 SEXUAL CONTACT FORCIBLE -CSC 2ND DEGREE	1	0	-100%
11008 SEXUAL CONTACT FORCIBLE -CSC 4TH DEGREE	1	0	-100%
12000 ROBBERY	5	1	-80%
13001 NONAGGRAVATED ASSAULT	47	35	-25.5%
13002 AGGRAVATED/FELONIOUS ASSAULT	19	26	36.84%
13003 INTIMIDATION/STALKING	5	5	0%
20000 ARSON	1	1	0%
21000 EXTORTION	1	0	-100%
22001 BURGLARY -FORCED ENTRY	18	13	-27.7%
22002 BURGLARY -ENTRY WITHOUT FORCE (Intent to Commit)	8	1	-87.5%
23001 LARCENY -POCKETPICKING	0	0	0%
23002 LARCENY -PURSESNAATCHING	0	0	0%
23003 LARCENY -THEFT FROM BUILDING	15	10	-33.3%
23004 LARCENY -THEFT FROM COIN-OPERATED MACHINE/DEVICE	0	0	0%
23005 LARCENY -THEFT FROM MOTOR VEHICLE	21	20	-4.76%
23006 LARCENY -THEFT OF MOTOR VEHICLE PARTS/ACCESSORIES	3	1	-66.6%
23007 LARCENY -OTHER	11	7	-36.3%
24001 MOTOR VEHICLE THEFT	8	8	0%
24002 MOTOR VEHICLE, AS STOLEN PROPERTY	2	0	-100%
24003 MOTOR VEHICLE FRAUD	0	0	0%
25000 FORGERY/COUNTERFEITING	2	3	50%
26001 FRAUD -FALSE PRETENSE/SWINDLE/CONFIDENCE GAME	8	5	-37.5%
26002 FRAUD -CREDIT CARD/AUTOMATIC TELLER MACHINE	11	6	-45.4%
26003 FRAUD -IMPERSONATION	0	0	0%
26005 FRAUD -WIRE FRAUD	1	0	-100%
26007 FRAUD - IDENTITY THEFT	7	10	42.85%
26008 FRAUD - HACKING/COMPUTER INVASION	0	0	0%
27000 EMBEZZLEMENT	3	0	-100%
28000 STOLEN PROPERTY	4	1	-75%
29000 DAMAGE TO PROPERTY	36	34	-5.55%
30001 RETAIL FRAUD -MISREPRESENTATION	0	1	0%
30002 RETAIL FRAUD -THEFT	12	8	-33.3%
30003 RETAIL FRAUD -REFUND/EXCHANGE	0	0	0%
35001 VIOLATION OF CONTROLLED SUBSTANCE ACT	17	14	-17.6%

CLR-008 Monthly Summary Of Offenses (WD)

City:Ypsilanti Twp-YPT

For The Month Of November

Classification	Nov/2016	Nov/2017	%Change
35002 NARCOTIC EQUIPMENT VIOLATIONS	7	4	-42.8%
37000 OBSCENITY	1	0	-100%
40001 COMMERCIALIZED SEX -PROSTITUTION	0	0	0%
40002 COMMERCIALIZED SEX -ASSISTING/PROMOTING PROSTITUTION	0	0	0%
52001 WEAPONS OFFENSE- CONCEALED	3	5	66.66%
52002 WEAPONS OFFENSE -EXPLOSIVES	0	0	0%
52003 WEAPONS OFFENSE -OTHER	2	1	-50%
Group A Totals	283	232	-18.0%
09003 NEGLIGENT HOMICIDE -VEHICLE/BOAT	0	0	0%
22003 BURGLARY - UNLAWFUL ENTRY (NO INTENT)	1	0	-100%
22004 POSSESSION OF BURGLARY TOOLS	0	0	0%
26006 FRAUD -BAD CHECKS	1	2	100%
36003 PEEPING TOM	0	0	0%
36004 SEX OFFENSE -OTHER	1	0	-100%
38001 FAMILY -ABUSE/NEGLECT NONVIOLENT	5	2	-60%
38002 FAMILY -NONSUPPORT	0	1	0%
38003 FAMILY -OTHER	0	0	0%
41002 LIQUOR VIOLATIONS -OTHER	5	1	-80%
48000 OBSTRUCTING POLICE	6	8	33.33%
49000 ESCAPE/FLIGHT	1	0	-100%
50000 OBSTRUCTING JUSTICE	11	9	-18.1%
53001 DISORDERLY CONDUCT	1	2	100%
53002 PUBLIC PEACE -OTHER	1	0	-100%
54001 HIT and RUN MOTOR VEHICLE ACCIDENT	2	4	100%
54002 OPERATING UNDER THE INFLUENCE OF LIQUOR OR DRUGS	16	24	50%
55000 HEALTH AND SAFETY	2	4	100%
57001 TRESPASS	0	1	0%
57002 INVASION OF PRIVACY -OTHER	0	0	0%
58000 SMUGGLING	1	0	-100%
59000 ELECTION LAWS	0	0	0%
61000 TAX/REVENUE	0	0	0%
62000 CONSERVATION	0	0	0%
63000 VAGRANCY	0	0	0%
70000 JUVENILE RUNAWAY	6	6	0%
73000 MISCELLANEOUS CRIMINAL OFFENSE	0	1	0%
77000 CONSPIRACY (ALL CRIMES)	0	0	0%
Group B Totals	60	65	8.333%
2800 JUVENILE OFFENSES AND COMPLAINTS	36	23	-36.1%
2900 TRAFFIC OFFENSES	15	20	33.33%
3000 WARRANTS	36	60	66.66%
3100 TRAFFIC CRASHES	113	118	4.424%
3200 SICK / INJURY COMPLAINT	104	131	25.96%
3300 MISCELLANEOUS COMPLAINTS	682	571	-16.2%

CLR-008 Monthly Summary Of Offenses (WD)

City:Ypsilanti Twp-YPT

For The Month Of November

Classification	Nov/2016	Nov/2017	%Change
3400 WATERCRAFT COMPLAINTS / ACCIDENTS	0	1	0%
3500 NON-CRIMINAL COMPLAINTS	872	752	-13.7%
3700 MISCELLANEOUS TRAFFIC COMPLAINTS	1057	853	-19.2%
3800 ANIMAL COMPLAINTS	54	78	44.44%
3900 ALARMS	135	167	23.70%
Group C Totals	3104	2774	-10.6%
4000 HAZARDOUS TRAFFIC CITATIONS / WARNINGS	0	0	0%
4100 NON-HAZARDOUS TRAFFIC CITATIONS / WARNINGS	0	1	0%
4200 PARKING CITATIONS	1	1	0%
4300 LICENSE / TITLE / REGISTRATION CITATIONS	1	1	0%
4400 WATERCRAFT CITATIONS	0	0	0%
4500 MISCELLANEOUS A THROUGH UUUU	7	1	-85.7%
Group D Totals	9	4	-55.5%
5000 FIRE CLASSIFICATIONS	0	1	0%
5100 18A STATE CODE FIRE CLASSIFICATIONS	1	1	0%
Group E Totals	1	2	100%
6000 MISCELLANEOUS ACTIVITIES (6000)	35	24	-31.4%
6100 MISCELLANEOUS ACTIVITIES (6100)	117	106	-9.40%
6300 CANINE ACTIVITIES	9	1	-88.8%
6500 CRIME PREVENTION ACTIVITIES	42	22	-47.6%
6600 COURT / WARRANT ACTIVITIES	2	2	0%
6700 INVESTIGATIVE ACTIVITIES	15	10	-33.3%
Group F Totals	220	165	-25%
City : Ypsilanti Twp Totals	3677	3242	-11.8%

CLR-008 Monthly Summary Of Offenses (WD)

City:Ypsilanti Twp-YPT

Year To Date Through November

Classification	2016	2017	%Change
Group F Totals	0	0	0%
09001 MURDER/NONNEGLIGENT MANSLAUGHTER (VOLUNTARY)	1	3	200%
09004 JUSTIFIABLE HOMICIDE	1	0	-100%
10001 KIDNAPPING/ABDUCTION	8	6	-25%
10002 PARENTAL KIDNAPPING	3	1	-66.6%
11001 SEXUAL PENETRATION PENIS/VAGINA -CSC 1ST DEGREE	21	34	61.90%
11002 SEXUAL PENETRATION PENIS/VAGINA -CSC 3RD DEGREE	6	8	33.33%
11003 SEXUAL PENETRATION ORAL/ANAL -CSC 1ST DEGREE	6	8	33.33%
11004 SEXUAL PENETRATION ORAL/ANAL -CSC 3RD DEGREE	3	2	-33.3%
11005 SEXUAL PENETRATION OBJECT -CSC 1ST DEGREE	0	1	0%
11007 SEXUAL CONTACT FORCIBLE -CSC 2ND DEGREE	10	8	-20%
11008 SEXUAL CONTACT FORCIBLE -CSC 4TH DEGREE	13	20	53.84%
12000 ROBBERY	58	59	1.724%
13001 NONAGGRAVATED ASSAULT	499	488	-2.20%
13002 AGGRAVATED/FELONIOUS ASSAULT	276	250	-9.42%
13003 INTIMIDATION/STALKING	59	56	-5.08%
20000 ARSON	12	9	-25%
21000 EXTORTION	1	2	100%
22001 BURGLARY -FORCED ENTRY	182	139	-23.6%
22002 BURGLARY -ENTRY WITHOUT FORCE (Intent to Commit)	64	32	-50%
23001 LARCENY -POCKETPICKING	3	2	-33.3%
23002 LARCENY -PURSESNAATCHING	4	1	-75%
23003 LARCENY -THEFT FROM BUILDING	149	187	25.50%
23004 LARCENY -THEFT FROM COIN-OPERATED MACHINE/DEVICE	2	0	-100%
23005 LARCENY -THEFT FROM MOTOR VEHICLE	238	259	8.823%
23006 LARCENY -THEFT OF MOTOR VEHICLE PARTS/ACCESSORIES	20	40	100%
23007 LARCENY -OTHER	105	81	-22.8%
24001 MOTOR VEHICLE THEFT	151	129	-14.5%
24002 MOTOR VEHICLE, AS STOLEN PROPERTY	17	16	-5.88%
24003 MOTOR VEHICLE FRAUD	1	3	200%
25000 FORGERY/COUNTERFEITING	30	20	-33.3%
26001 FRAUD -FALSE PRETENSE/SWINDLE/CONFIDENCE GAME	92	79	-14.1%
26002 FRAUD -CREDIT CARD/AUTOMATIC TELLER MACHINE	112	98	-12.5%
26003 FRAUD -IMPERSONATION	1	0	-100%
26005 FRAUD -WIRE FRAUD	10	7	-30%
26007 FRAUD - IDENTITY THEFT	97	100	3.092%
26008 FRAUD - HACKING/COMPUTER INVASION	1	1	0%
27000 EMBEZZLEMENT	32	10	-68.7%
28000 STOLEN PROPERTY	22	15	-31.8%
29000 DAMAGE TO PROPERTY	429	347	-19.1%
30001 RETAIL FRAUD -MISREPRESENTATION	6	7	16.66%
30002 RETAIL FRAUD -THEFT	156	100	-35.8%
30003 RETAIL FRAUD -REFUND/EXCHANGE	2	1	-50%

CLR-008 Monthly Summary Of Offenses (WD)

City:Ypsilanti Twp-YPT

Year To Date Through November

Classification	2016	2017	%Change
35001 VIOLATION OF CONTROLLED SUBSTANCE ACT	175	164	-6.28%
35002 NARCOTIC EQUIPMENT VIOLATIONS	79	89	12.65%
37000 OBSCENITY	3	3	0%
40001 COMMERCIALIZED SEX -PROSTITUTION	1	1	0%
40002 COMMERCIALIZED SEX -ASSISTING/PROMOTING PROSTITUTION	0	1	0%
52001 WEAPONS OFFENSE- CONCEALED	41	36	-12.1%
52002 WEAPONS OFFENSE -EXPLOSIVES	1	1	0%
52003 WEAPONS OFFENSE -OTHER	16	18	12.5%
Group A Totals	3219	2942	-8.60%
09003 NEGLIGENT HOMICIDE -VEHICLE/BOAT	1	0	-100%
22003 BURGLARY - UNLAWFUL ENTRY (NO INTENT)	15	9	-40%
22004 POSSESSION OF BURGLARY TOOLS	2	0	-100%
26006 FRAUD -BAD CHECKS	13	18	38.46%
36003 PEEPING TOM	1	0	-100%
36004 SEX OFFENSE -OTHER	6	1	-83.3%
38001 FAMILY -ABUSE/NEGLECT NONVIOLENT	44	43	-2.27%
38002 FAMILY -NONSUPPORT	0	1	0%
38003 FAMILY -OTHER	1	3	200%
41002 LIQUOR VIOLATIONS -OTHER	37	22	-40.5%
48000 OBSTRUCTING POLICE	92	103	11.95%
49000 ESCAPE/FLIGHT	7	6	-14.2%
50000 OBSTRUCTING JUSTICE	144	131	-9.02%
53001 DISORDERLY CONDUCT	29	33	13.79%
53002 PUBLIC PEACE -OTHER	5	6	20%
54001 HIT and RUN MOTOR VEHICLE ACCIDENT	39	48	23.07%
54002 OPERATING UNDER THE INFLUENCE OF LIQUOR OR DRUGS	241	241	0%
55000 HEALTH AND SAFETY	16	28	75%
57001 TRESPASS	5	9	80%
57002 INVASION OF PRIVACY -OTHER	0	1	0%
58000 SMUGGLING	4	0	-100%
59000 ELECTION LAWS	1	1	0%
61000 TAX/REVENUE	1	0	-100%
62000 CONSERVATION	2	1	-50%
63000 VAGRANCY	6	8	33.33%
70000 JUVENILE RUNAWAY	95	88	-7.36%
73000 MISCELLANEOUS CRIMINAL OFFENSE	24	17	-29.1%
77000 CONSPIRACY (ALL CRIMES)	0	2	0%
Group B Totals	831	820	-1.32%
2800 JUVENILE OFFENSES AND COMPLAINTS	667	542	-18.7%
2900 TRAFFIC OFFENSES	225	332	47.55%
3000 WARRANTS	601	606	0.831%
3100 TRAFFIC CRASHES	1189	1207	1.513%
3200 SICK / INJURY COMPLAINT	1170	1483	26.75%

CLR-008 Monthly Summary Of Offenses (WD)

City:Ypsilanti Twp-YPT

Year To Date Through November

Classification	2016	2017	%Change
3300 MISCELLANEOUS COMPLAINTS	8490	7546	-11.1%
3400 WATERCRAFT COMPLAINTS / ACCIDENTS	15	11	-26.6%
3500 NON-CRIMINAL COMPLAINTS	10864	11285	3.875%
3700 MISCELLANEOUS TRAFFIC COMPLAINTS	11181	9626	-13.9%
3800 ANIMAL COMPLAINTS	803	777	-3.23%
3900 ALARMS	1878	1920	2.236%
Group C Totals	37083	35335	-4.71%
4000 HAZARDOUS TRAFFIC CITATIONS / WARNINGS	12	6	-50%
4100 NON-HAZARDOUS TRAFFIC CITATIONS / WARNINGS	3	3	0%
4200 PARKING CITATIONS	27	28	3.703%
4300 LICENSE / TITLE / REGISTRATION CITATIONS	12	12	0%
4400 WATERCRAFT CITATIONS	1	0	-100%
4500 MISCELLANEOUS A THROUGH UUUU	101	37	-63.3%
Group D Totals	156	86	-44.8%
5000 FIRE CLASSIFICATIONS	2	4	100%
5100 18A STATE CODE FIRE CLASSIFICATIONS	15	1	-93.3%
Group E Totals	17	5	-70.5%
6000 MISCELLANEOUS ACTIVITIES (6000)	325	405	24.61%
6100 MISCELLANEOUS ACTIVITIES (6100)	1391	1433	3.019%
6300 CANINE ACTIVITIES	84	68	-19.0%
6500 CRIME PREVENTION ACTIVITIES	337	277	-17.8%
6600 COURT / WARRANT ACTIVITIES	18	7	-61.1%
6700 INVESTIGATIVE ACTIVITIES	107	113	5.607%
Group F Totals	2262	2303	1.812%
City : Ypsilanti Twp Totals	43568	41491	-4.76%



Charter Township of Ypsilanti

7200 S. HURON RIVER DRIVE • YPSILANTI, MI 48197

SUPERVISOR BRENDA STUMBO • CLERK KAREN LOVEJOY ROE • TREASURER LARRY DOE
TRUSTEES: STAN ELDRIDGE • HEATHER JARRELL ROE • MONICA ROSS WILLIAMS •
JIMMIE WILSON, JR.

WORK SESSION AGENDA CHARTER TOWNSHIP OF YPSILANTI TUESDAY, DECEMBER 19, 2017

5:00pm

**CIVIC CENTER
BOARD ROOM
7200 HURON RIVER DRIVE**

1. ZONING ORDINANCE AMENDMENTS PRESENTATION.....BENJAMIN CARLISLE
2. REQUEST TO ENTER INTO CLOSED SESSION PURSUANT TO MCL 15.268 SECTION 8
SUBPARAGRAPH (H) OF THE OPEN MEETINGS ACT..."TO CONSIDER MATERIAL
EXEMPT FROM DISCUSSION OR DISCLOSURE BY STATE OR FEDERAL STATUTE".
3. DISCUSSION REGARDING POSTING OF TOWNSHIP BOARD MEETING RECORDINGS
TO THE WEB.....TRUSTEE ROSS WILLIAMS
4. AGENDA REVIEW SUPERVISOR STUMBO
5. OTHER DISCUSSION BOARD MEMBERS



Carlisle | Wortman
ASSOCIATES, INC.

117 NORTH FIRST STREET SUITE 70 ANN ARBOR, MI 48104 734.662.2200 734.662.1935 FAX

MEMORANDUM

To: Charter Township of Ypsilanti Township Board
From: Benjamin Carlisle, AICP and Megan Masson-Minock, AICP
Subject: Draft Zoning Ordinance Amendments
Date: December 11, 2017

Thank you for your continued input on the over forty amendments underway to the Ypsilanti Township Zoning Ordinance to streamline the organization of the zoning ordinance and bring it into compliance with state, federal and case law. At your meeting on December 19, we would like to provide a brief background of the amendments and answer any questions you have about the amendments before your first reading. The amendment development process has been as follows:

- October 24th- Planning Commission meeting to review draft Use Tables
- November 14th – Planning Commission Work Session on text amendments, Articles II-XVII
- November 28th-Planning Commission Work Session on text amendments Articles XVIII-XXI
- December 12th – Planning Commission Public Hearing
- December 19 – Township Board Work Session
- January – Township Board First Reading
- January/February– Township Board Second Reading

For your review, we have attached:

- Power point presentation to be used for the public hearing
- Proposed Use Tables

A clean copy of the proposed amendments is available in the Planning Commission's packet for tomorrow night's meeting at <https://ytown.org/Doc-Repository/Boards-And-Commissions/Planning-Commission/Planning-Commission-Most-Recent/12-12-17-Planning-Commission-Meeting-Packet.pdf>.

Please do not hesitate to contact either of us in the meanwhile.

Sincerely,

Benjamin R. Carlisle, AICP

Megan A. Masson-Minock, AICP

Charter Township of Ypsilanti

Zoning Ordinance Amendments

Township Board Update

December 5, 2017

Guiding Principles

- Better organization
- Comply with state and federal law
- Requests from staff/consultants/attorneys/Planning Commission
 - As long as not a radical change

Schedule

- October 24th- Planning Commission meeting to review draft Use Tables
- November 14th – Planning Commission Work Session on text amendments
- November 28th-Planning Commission Work Session on text amendments
- December 12th – Planning Commission meeting Public Hearing
- December/January – Township Board First Reading
- January– Township Board Second Reading

Better Organization

- Eliminate zoning districts never put on the map
- 3 tables replaces uses listed in text in articles
- Specific Use Tables in single chapter
- Parking and loading regulations taken out of footnotes of schedule of regulations and moved to their sections in General Provisions
- Trash Receptacles taken out of accessory buildings section and its own section

Comply with State and Federal Law

- Michigan Right to Farm Act
 - where
- Michigan Zoning Enabling Act
 - Cell Towers
- Michigan Regulations on State Licensed Day Care
- U.S. Religious Land Use and Institutionalized Persons Act
 - Definition & where allowed is same as other private assembly

Requests

- Minor & Major Auto Repair definition update (Attorney)
- Eliminate requirement for detached accessory structure over 100 square feet goes to ZBA (Planning)
- 5-foot setback for accessory structures from side and rear lot line (Building Department)

Next Steps

- Public Hearing – December 12
- Township Board Readings – December/January
- Comprehensive Rewrite – 2018/2019

Questions

Draft Use Tables from Public Hearing Copy of Zoning Ordinance Amendments
Charter Township of Ypsilanti

Sec. 305. - District requirements:

All buildings and uses in any district shall be subject to the provisions of article XXI, "General Provisions" and article XXII "General Exceptions."

Sec. 306. – Schedule of Uses:

1. In all Districts, no building or land shall be used and no building shall be erected except for one (1) or more of the following specified uses, unless otherwise provided in this Article. The following land use schedules show the uses which are permitted, permitted as a Special Use, permitted as an accessory use, or prohibited in specific districts or zones in the Charter Township of Ypsilanti. The land use schedules are intended to serve as a guide for the convenience of the user of this Zoning Ordinance. More detailed standards regarding uses are contained within the individual district standards within Article XVIII - Specific Use Standards.
2. The Schedules of Use Regulations identifies uses as follows:
 - a. P: Principal permitted uses - Uses permitted by right in the applicable Zoning District, subject to compliance with all other applicable requirements of this Zoning Ordinance.
 - b. S: Special conditional uses – Uses which may be permitted upon the granting of a permit for such use by the planning commission, subject to the compliance with all applicable requirements of this Zoning Ordinance, and subject further to such other reasonable conditions which in the opinion of the planning commission are necessary to provide adequate protection to the neighborhood and to abutting properties and subject further to a public hearing in accord with Section 2309 and further shall be reviewed as provided for in Section 2119.
 - c. A: Accessory uses – Uses which may be permitted as an accessory use incidental to the principal use of the premise, subject to compliance with all other applicable requirements of this Zoning Ordinance.
 - d. --: Not permitted – Uses not permitted within the district.
3. Residential Districts Schedule of Uses identifies the uses allowed in the following residential districts:
 - a. R-1 to R-5 One-family residential districts: The intent is to provide for an environment of predominantly low-density, one-family dwellings along with other residentially related facilities which serve the residents in the district.
 - b. RM-1 & RM-2 Multiple-family residential districts: The intent is to provide sites for low- to moderate-density multiple-family dwelling structures, and related uses.

Draft Use Tables from Public Hearing Copy of Zoning Ordinance Amendments
 Charter Township of Ypsilanti

- c. RM-3 & RM-4 Multiple-family residential districts: The intent is to provide sites for high-density multiple-dwelling developments.
- d. RM-5 Townhouse residential districts: The intent is to provide for moderate density infill housing.
- e. MHP Mobile home park districts: The intent is to provide for mobile home and manufactured housing communities.

Residential Districts Use Table	R-1 to R-5	RM-1 & RM-2	RM-3 & RM-4	RM-5	MHP	Notes
P= Permitted Use S=Special Conditional Use A= Accessory Use -- = Not permitted						
Residential Uses						
Detached single family residential	P	P	P	--	--	Subject to regulations in Section 1801
Two family residential	--	P	P	P	--	Must have with individual entrances and garages for each dwelling unit
Attached single family residential/townhouses with individual entrances and garages	--	P	P	P	--	
Multiple family dwelling units	--	P	P	--	--	Subject to design regulations in each zoning district
Senior independent and assisted living	--	P	P	--	--	
Convalescent and nursing homes	--	S	S	--	--	Subject to conditions in Section 1816
Mobile home parks/Mobile homes	--	--	--	--	P	Subject to conditions in Section 7.03 and 7.04
Accessory Uses						
Accessory home occupations	A	A	A	A	A	Subject to conditions in Section 1802
Retail uses accessory to high-rise multiple-family dwelling	--	--	A	--	--	Subject to conditions in Section 1817
Keeping of up to four hens	A	--	--	--	--	Subject to conditions in Section 1803
Keeping of more than four dogs	S	--	--	--	--	Subject to conditions in Section 1815

Draft Use Tables from Public Hearing Copy of Zoning Ordinance Amendments
 Charter Township of Ypsilanti

Residential Districts Use Table	R-1 to R-5	RM-1 & RM-2	RM-3 & RM-4	RM-5	MHP	Notes
P= Permitted Use S=Special Conditional Use A= Accessory Use -- = Not permitted						
Accessory buildings and uses customarily incident to any of the permitted uses in this table	A	A	A	A	A	
State-licensed residential child and adult care facilities						
Adult/Child Family day care homes	P	P	P	--	--	Subject to the conditions in Section 1861
Adult/Child Group day care homes	S	S	S	--	--	Subject to the conditions in Section 1861
Adult/Child Day Care Center + Preschools	S	S	S	--	--	Subject to the conditions in Section 1861. Accessory to an allowed non-residential use in the R-1 to R-5 zoning districts
Adult and Child Foster Care Family Home	P	P	P	--	--	Subject to the conditions in Section 1861
Adult Foster Care, small group home	S	S	S	--	--	Subject to the conditions in Section 1861
Adult Foster Care, large group home	--	S	S	--	--	Subject to the conditions in Section 1861
Adult Foster Care Congregate Facility	--	S	S	--	--	Subject to the conditions in Section 1861
Child Foster Care Family Group Home	S	S	S	--	--	Subject to the conditions in Section 1861
Agricultural						
Farm Operation	P	--	--	--	--	5-acre minimum lot size. Subject to conditions in Section 1804
Seasonal sale of produce on farms	P	--	--	--	--	Subject to conditions in Section 1813
Farms with sales and entertainment facilities	S	--	--	--	--	Subject to conditions in Section 1855
Institutional farms	S	--	--	--	--	Subject to conditions in Section 1814
Private stables	A	--	--	--	--	Subject to conditions in Section 1810

Draft Use Tables from Public Hearing Copy of Zoning Ordinance Amendments
 Charter Township of Ypsilanti

Residential Districts Use Table	R-1 to R-5	RM-1 & RM-2	RM-3 & RM-4	RM-5	MHP	Notes
P= Permitted Use S=Special Conditional Use A= Accessory Use -- = Not permitted						
Public riding and/or boarding stables	P	--	--	--	--	Subject to conditions in Section 1809
Greenhouse & Plant Material Nursery (materials grown and sold on-site)	S	--	--	--	--	Subject to conditions in Section 1811
Lodging						
Bed & Breakfasts	S	--	--	--	--	Subject to conditions in Section 1808
Civic/Institutional						
Publicly owned and operated libraries	P	P	P	--	P	
Cemeteries	S	--	--	--	--	Subject to conditions in Section 1812
Houses of Worship	S	P	P		P	Access must comply with regulations in Section 2118.
Public, parochial and other private elementary schools offering courses in general education, and not operated for profit.	P	--	--	--	--	
Public, parochial and private intermediate and/or secondary schools offering courses in general education, not operated for profit.	S	P	P	--	--	Access must comply with regulations in Section 2118
Colleges, universities and other such institutions of higher learning, public and private, offering courses in general, technical, or religious education and not operated for profit	S	S	S	--	--	Subject to conditions in Section 1807
Utility and public service buildings and uses (without storage yards) when operating requirements necessitate the locating of said building within the district in order to serve the immediate vicinity.	S	S	S	S	S	

Draft Use Tables from Public Hearing Copy of Zoning Ordinance Amendments
 Charter Township of Ypsilanti

Residential Districts Use Table	R-1 to R-5	RM-1 & RM-2	RM-3 & RM-4	RM-5	MHP	Notes
P= Permitted Use S=Special Conditional Use A= Accessory Use -- = Not permitted						
Recreation						
Parks, common greens, plazas, public gathering places and open space	P	P	P	P	P	
Publicly owned and operated recreational facilities	P	P	P	--	P	
Golf courses	S	P	P	--	--	Subject to conditions in Section 1806 and footnote 4 in the schedule of regulations
Institutional or community recreation centers and nonprofit swimming pool clubs	P	P	P	P	P	Subject to conditions in Section 1805
Community buildings for use by the tenants of the mobile home park as well as recreation areas and playgrounds	--	--	--	--	P	
Private or public recreation vehicle campgrounds	p*	--	--	--	--	* Principal use in R-4 only Subject to conditions in Section 1852
Other						
One office building to be used exclusively for conducting the business operation of the mobile home park.	--	--	--	--	P	
Utility buildings for laundry facilities and auxiliary storage space for mobile home tenants.	--	--	--	--	P	
Storage of recreation vehicles	--	--	--	--	P	Subject to conditions in Section 1853
Wireless communication towers and antennas	See Section 1850					

- Office and Business Districts Schedule of Uses identifies the uses allowed in the following residential districts:

Draft Use Tables from Public Hearing Copy of Zoning Ordinance Amendments
 Charter Township of Ypsilanti

- a. OS-1 Office service districts: The intent is to accommodate uses such as offices, banks and personal services.
- b. B-1 Local business districts: The intent is to meet the day-to-day convenience shopping and service needs of persons residing in immediately adjacent residential areas.
- c. B-2 Community business districts: The intent is to cater to the needs of a larger consumer population than is served by the local business districts.
- d. B-3 General business districts: The intent is to provide sites for more diversified business types which would often be incompatible with the pedestrian movement in the local business district or the community business district.

Office & Business Districts Use Table	OS-1	B-1	B-2	B-3	Notes
P= Permitted Use S=Special Conditional Use A= Accessory Use -- = Not permitted					
Retail and Services					
Retail	A	P	P	P	
	--	--	--	S	With drive-through or drive-in facilities, subject to conditions in Section 1823
Antique businesses	--	--	P	P	Pawnbrokers, secondhand dealers and junk dealers are not included in this use
Secondhand apparel businesses	--	--	--	P	Pawnbrokers, secondhand dealers, and junk dealers are not included in this use
Commercial kennel	--	--	--	S	All activities are conducted within enclosed main building; all buildings are set back at least 200 feet from abutting residential districts on the same side of the street
Mortuary establishments	S	P	P	P	Subject to conditions in Section 1818
Personal service establishments	--	P	P	P	
	A	--	--	--	Up to 15,000 square feet in size
Adult/Child Day Care Center + Preschools	P	P	P	P	Subject to the conditions in Section 1861
Smoking lounges	--	--	--	S	Subject to the conditions in Section 1836
Veterinary clinics	S	P	P	S	Subject to conditions in Sections 1820
Veterinary hospitals	--	--	--	S	Subject to conditions in Section 1821
Temporary sidewalk, outdoor and tent sales for principal use	--	--	--	A	Subject to conditions in Section 1832

Draft Use Tables from Public Hearing Copy of Zoning Ordinance Amendments
 Charter Township of Ypsilanti

Office & Business Districts Use Table	OS-1	B-1	B-2	B-3	Notes
P= Permitted Use S=Special Conditional Use A= Accessory Use -- = Not permitted					
Temporary sales unrelated to principal use	--	--	--	*	*Temporary use subject to approval by the Zoning Board of Appeals. See Section 2404.3.f
Retail sales of plant material not grown on the site, lawn furniture, playground equipment and/or garden supplies.	--	--	S	S	Subject to conditions in Section 1828
Outdoor storage or display of merchandise, goods or items associated with a permitted use	--	--	--	S	Subject to conditions in Section 1824
Banks, credit unions, savings and loan establishments and similar financial institutions	--	P	P	P	With no drive through
	--	--	--	S	Up to two drive-through teller windows or automated teller windows and stand-alone automatic bank teller machines, subject to conditions in Section 1823
	--	--	--	S	With drive-through, subject to conditions in Section 1823
Medical offices	P	P	P	P	Medical offices up to 15,000 square feet in size
	P	S	S	P	Medical offices over 15,000 square feet in size
Medical clinics	P	P	P	P	
Urgent care facilities	--	--	--	P	
Office buildings and uses	P	P	P	P	
Restaurants	S	S	P	P	SCU is subject to conditions in Section 1822
Drive-through restaurants	--	--	--	S	Subject to conditions in Section 1823
Outdoor or sidewalk cafes	S	S	P	P	Accessory use to existing restaurant, subject to conditions in Section 1825
Hotels	--	--	--	P	
Motels	--	--	--	S	Subject to conditions in Section 1827
Civic/Institutional					
Houses of worship	P	P	P	P	
Public/government	P	P	P	P	

Draft Use Tables from Public Hearing Copy of Zoning Ordinance Amendments
 Charter Township of Ypsilanti

Office & Business Districts Use Table	OS-1	B-1	B-2	B-3	Notes
P= Permitted Use S=Special Conditional Use A= Accessory Use -- = Not permitted					
buildings					
Public utility buildings, without storage yards; water and sewage	S	S	S	S	Water and sewage pumping stations are excluded in the OS-1 and B-1 districts.
Business schools and colleges or private schools operated for profit	--	--	P	P	
Recreation					
Arcades and similar uses	--	--	--	S	Subject to conditions in Section 1102.8
Theaters, public assembly halls, concert halls or similar places of public assembly	--	--	P	P	Conducted completely within enclosed buildings.
Halls for private clubs, civic organizations, unions and membership organizations or similar places of private assembly	S	P	P	P	In OS-1, subject to conditions in Section 1819
Outdoor batting cages, archery ranges and similar uses	--	--	--	S	Subject to conditions in Section 1835
Outdoor children's amusement parks, miniature golf courses, golf driving ranges and similar uses	--	--	--	S	Subject to conditions in Section 1834
Health clubs, fitness centers, gyms and aerobic clubs, health and fitness center	--	--	S	P	
Indoor recreational facility, including bowling alley, archery range, tennis/racquet ball court, skating rink, athletic field, swimming pool, and other similar uses	--	--	S	P	Must be located at least 100 feet from any front, rear or side yard of any residential lot in an adjacent residential district

Draft Use Tables from Public Hearing Copy of Zoning Ordinance Amendments
 Charter Township of Ypsilanti

Office & Business Districts Use Table	OS-1	B-1	B-2	B-3	Notes
P= Permitted Use S=Special Conditional Use A= Accessory Use -- = Not permitted					
Automotive/Transportation					
Automobile car wash, automatic or self-service	--	--	--	S	Subject to conditions in Section 1833
Bus passenger stations	--	--	--	P	
Gasoline service station with or without minor repair and sale of incidental minor accessories or convenience items.	--	--	--	S	Subject to the conditions in Section 1829
Minor automotive repair businesses	--	--	--	S	Subject to conditions in 1830
Dealership for sale of new or used automobiles, boats, house trailers or rental of trailers and/or automobiles	--	--	--	S	Subject to conditions in 1826
Off-street parking lots as primary use	S	S	S	S	Subject to conditions in Section 1202.
Railroad lines, rail spurs and similar rail transport access facilities	P	P	P	P	Subject to conditions in Section 1851
Towing services without an impound or storage yard, taxi terminals and dispatch facilities, limousine services and bus depots	--	--	--		Subject to conditions in Section 1862
Accessory Uses					
Accessory buildings and uses customarily incident to any permitted use in this table	A	A	A	A	
Other					
Wireless communication towers and antennas	See Section 1850				

Draft Use Tables from Public Hearing Copy of Zoning Ordinance Amendments
 Charter Township of Ypsilanti

4. Town Center Districts: Schedule of Uses identifies the uses allowed in the following residential districts:
 - a. TC-1 districts: The intent is for a non-residential zone with a mixture of commercial, office, research and development and recreational uses
 - b. TC-2 districts: The intent is for a mixture of commercial, office, residential and recreational uses.
 - c. TC-3 districts: The intent is for commercial and office uses that provide convenience goods and services to residents of the township.
 - d. TC-4 districts: The intent is for primarily residential uses.
 - e. TC-5 district: The intent is for this area to be the civic zone with governmental and civic uses including the Township Hall, District Court, National Guard Armory and Library.

Town Center Districts Use Table	TC-1	TC-2	TC-3	TC-4	TC-5	Notes
P= Permitted Use S=Special Conditional Use A= Accessory Use -- = Not permitted						
Residential Uses						
Detached single family residential		P	P	P		Subject to regulations in Section 1801
Two family residential with individual entrances and garages		P		P		
Attached single family residential/townhouses with individual entrances and garages		P		P		
Residential dwellings on upper floors within mixed-use buildings		P	P			
Live/work units with a dwelling unit on the upper floor above a first floor space under the same ownership that can be used for a commercial use		P	P	S		
Senior assisted living		P	P	P		
Nursing homes		P	P	S	P	
Accessory Uses						
Accessory home occupations		P	P	P		Subject to conditions in Section 1802
Accessory buildings and uses customarily incident to any permitted use in this table	A	A	A	A	A	

Draft Use Tables from Public Hearing Copy of Zoning Ordinance Amendments
 Charter Township of Ypsilanti

Town Center Districts Use Table	TC-1	TC-2	TC-3	TC-4	TC-5	Notes
P= Permitted Use S=Special Conditional Use A= Accessory Use -- = Not permitted						
Retail and Services						
Retail establishments within an enclosed building	P	P	P			Floor area 30,000 sq. ft. or less
	S	S	S			Floor area above 30,000 sq. ft.
Drive-thru service accessory to a retail use	S	S	S			
Child care centers, preschool and commercial day care	P	P	P			Subject to the conditions in Section 1861
Dry cleaning drop-off stations	P	P	P			
Gasoline service stations and carwashes	S					
Personal service establishments such as barber/beauty shops dry cleaning drop-off stations, shoe repair shops and tailoring	P	P	P			
Lodging and Restaurants						
Restaurants, taverns, bars, delicatessen, food carryout, and similar establishments serving food or beverages, including sidewalk cafes, but excluding drive-through	P	P	P			Sidewalk cafes are subject to conditions in Section 1825
Drive-through restaurants	S					
Hotels	P	P	P			
Bed and breakfast inns	P	P	P	S		
Banquet halls	S	S	S	S	S	
Office and Financial						
Banks with up to 3 drive-thru teller lanes	P	S	S			
Medical offices, clinics and hospitals	P	P	P			
Professional offices	P	P	P			
Real estate, insurance and investment brokers	P	P	P			
Research and development, including laboratories, prototype development and testing facilities	S					
Veterinary hospital, small animal	S	S	S			

Draft Use Tables from Public Hearing Copy of Zoning Ordinance Amendments
 Charter Township of Ypsilanti

Town Center Districts Use Table	TC-1	TC-2	TC-3	TC-4	TC-5	Notes
P= Permitted Use S=Special Conditional Use A= Accessory Use -- = Not permitted						
Recreation						
Assembly halls, recreational clubs, fraternal order halls, lodge halls or other similar places of assembly	P	P	P		P	
Golf courses	P	P	P	P	P	
Health clubs, fitness centers, gyms and aerobic clubs	P	P	P			
Indoor recreation such as bowling alleys, racket ball courts, skating rinks and swimming pools	P	P	P	S	P	
Parks, common greens, plazas, public gathering places and open space	P	P	P	P	P	
Civic						
Houses of worship	P	P	P	S	P	
Public, private or parochial schools	P	P	P	S	P	
Public/government buildings such as; township/state/county offices, public museums, libraries and community centers	P	P	P		P	
Essential public services	P	P	P	P	P	
Other						
Wireless communication towers and antennas	See Section 1850					

5. Industrial Districts Schedule of Uses identifies the uses allowed in the following residential districts:
 - a. IRO Industrial research office districts: The intent is to provide for a mixture of office, research and industrial facilities.
 - b. I-1 Light industrial districts: The intent is to primarily accommodate wholesale activities, warehouses, and industrial operations whose external, physical effects no manner affect in a detrimental way any of the surrounding districts.
 - c. I-2 General industrial districts: The intent is for manufacturing, assembling and fabrication activities including large scale or specialized industrial operations, whose external physical effects will be felt to some degree by surrounding districts.

Draft Use Tables from Public Hearing Copy of Zoning Ordinance Amendments
 Charter Township of Ypsilanti

- d. I-3 Industrial districts: The intent is to provide locations for industrial uses which, due to the nature of activities conducted, are not well suited to locations within I-1 or I-2 districts and whose effects on abutting property as well as beyond the district may impair the use of such abutting property.
- e. I-C Industrial and commercial districts: The intent is to accommodate manufacturing, assembling and fabrication activities including business activities which are not well suited to locations in business districts due to their impact on abutting neighborhoods or due to their requirements for large site areas not available in the township's limited business districts.

Industrial Districts Use Table	IRO	I-1	I-2	I-3	I-C	Notes
P= Permitted Use S=Special Conditional Use A= Accessory Use -- = Not permitted						
Industrial Uses						
Blast furnace, steel furnace, blooming or rolling mill			P	P	P	Located not less than 800 feet distance from any residential district and not less than 300 feet distant from any other district
Central dry cleaning plant, service to more than one facility		P	P	P		
Garbage, refuse and rubbish transfer stations			P	P	P	Subject to conditions in Section 1858
Heating and electric power generating plants, and all necessary uses			S	S	S	
Incineration of garbage or refuse when conducted within an approved and enclosed incinerator plant			P	P	P	Located not less than 800 feet distance from any residential district and not less than 300 feet distant from any other district
Junkyards and places for dismantling, wrecking and disposing or salvaging of the junk and or refuse material of agricultural and automotive vehicles, paper, glass and other materials of a similar nature, including processing of materials for recycling			P	P	P	Subject to conditions in Section 1842 and Article V. - Junkyards And Automobile Dismantling of the Code of Ordinances Charter Township of Ypsilanti
Lumber and planing mills		S	s		S	Must be in enclosed building and located in the interior of the district so that no property line shall form the exterior boundary of the zoning district

Draft Use Tables from Public Hearing Copy of Zoning Ordinance Amendments
 Charter Township of Ypsilanti

Industrial Districts Use Table	IRO	I-1	I-2	I-3	I-C	Notes
P= Permitted Use S=Special Conditional Use A= Accessory Use -- = Not permitted						
Manufacture of corrosive acid or alkali, cement, lime, gypsum or plaster of Paris.			P	P	P	Located not less than 800 feet distant from any residential district and not less than 300 feet distant from any other district
Manufacture of musical instruments, toys, novelties and metal or rubber stamps, or other small molded rubber products	S	P	P			In IRO, must be in enclosed building
Manufacture of pottery and figurines or other similar ceramic products using only previously pulverized clay, and kilns fired only by electricity or gas	S	P	P			In IRO, must be in enclosed building
Manufacture or assembly of electrical appliances, electronic instruments and devices, radios and phonographs	S	P	P			In IRO, must be in enclosed building
Manufacture, compounding, assembling or treatment of articles or merchandise from the following previously prepared materials: bone, canvas, cellophane, cloth, cork, feathers, felt, fiber, fur, glass, hair, horn, leather, paper, plastics, precious or semiprecious metals or stones, sheet metal (excluding large stamping such as: automobile fenders or bodies), shell, textiles, tobacco, wax, wire, wood (excluding saw and planing mills) and yarns.	S	P	P			In IRO, must be in enclosed building
Manufacture, compounding, processing, packaging or treatment of such products as: bakery goods, candy, cosmetics, pharmaceuticals, toiletries, food products, hardware and cutlery; tool, die, gauge and machine shops	S	P	P			In IRO, must be in enclosed building

Draft Use Tables from Public Hearing Copy of Zoning Ordinance Amendments
 Charter Township of Ypsilanti

Industrial Districts Use Table	IRO	I-1	I-2	I-3	I-C	Notes
P= Permitted Use S=Special Conditional Use A= Accessory Use -- = Not permitted						
Metal plating, buffing and polishing		S	S		S	Subject to appropriate measures to control the type of process to prevent noxious results and/or nuisances
Mini-warehouses and storage buildings for lease to the public		S	S			Subject to conditions in Section 1839
Petroleum or other inflammable liquids, production, refining or storage			P	P		Located not less than 800 feet distant from any residential district and not less than 300 feet distant from any other district
Sand and gravel extraction			P			Subject to conditions in Section 1854
Smelting of copper, iron or zinc ore			P	P		Located not less than 800 feet distant from any residential district and not less than 300 feet distant from any other district
Storage facilities for building materials, sand, gravel, stone, lumber, storage of contractor's equipment and supplies		P	P			Subject to conditions in Section 1863
Warehouses and storage		P	P			
Uses which have an industrial character in terms of either their outdoor storage requirements or activities such as, but not limited to: lumberyard, building materials outlet, upholsterer, cabinetmaker, outdoor boat, house trailer, automobile garage or agricultural implement sales		S	S	S	S	
Research						
Laboratories, experimental, film or testing	S	P	P			In IRO, must be in enclosed building
Medical laboratories	P	P	P			
Research and development, including laboratories, prototype development and testing facilities, design and pilot or experimental product development	P	P	P			In IRO, must be in enclosed building

Draft Use Tables from Public Hearing Copy of Zoning Ordinance Amendments
 Charter Township of Ypsilanti

Industrial Districts Use Table	IRO	I-1	I-2	I-3	I-C	Notes
P= Permitted Use S=Special Conditional Use A= Accessory Use -- = Not permitted						
Agricultural						
Farm Operation		P	P	P		
Greenhouse & Plant Material Nursery (materials grown and sold on-site)		P	P	P	P	
Office and Financial						
Office buildings	P					
Data processing and computer centers, including service and maintenance of electronic data processing equipment	P					
Retail and Services						
Adult entertainment facilities					S	Subject to conditions in Section 1844
Adult/Child Day Care Center + Preschools	S	S				
Commercial kennels		P	P			
Massage establishment					S	Subject to conditions in Section 1845
Medical marihuana dispensaries and medical marihuana nurseries		S	S			Subject to conditions in Section 1841
Pawnbroker, secondhand dealer and junk dealer facilities					S	Subject to conditions in Section 1846
Personal service establishments	S					Permitted as accessory use only in IRO, subject to conditions in Section 1837
Retail	S					Such uses shall comprise not more than 20 percent of the land area of an overall development, subject to conditions in Section 1837
Tattoo facilities					S	Subject to conditions in Section 1847
Lodging and Restaurants						
Hotels	P					
Motels	P					Subject to conditions in Section 1837
Restaurants	S					Subject to conditions in Section 1822.b
Civic/Institutional						
Hospitals	P					
Trade or industrial schools		P	P			No outdoor storage

Draft Use Tables from Public Hearing Copy of Zoning Ordinance Amendments
 Charter Township of Ypsilanti

Industrial Districts Use Table	IRO	I-1	I-2	I-3	I-C	Notes
P= Permitted Use S=Special Conditional Use A= Accessory Use -- = Not permitted						
Parole or probation offices					S	Subject to conditions in Section 1849
Public/government buildings	P					
Public utility buildings, excluding wastewater treatment plants		P	P			
Transfer and electricity and gas service buildings and yards.		P	P			
Wastewater treatment plants				P	S	Subject to conditions in Section 1860
Recreation						
Assembly halls, display halls, convention center, theater or similar places of assembly	P					Conducted in completely enclosed building
Health clubs, fitness centers, gyms and aerobic clubs, health and fitness center	P	S	S			Permitted as accessory use only in IRO
Indoor recreational facility, including bowling alley, archery range, tennis/racquet ball court, skating rink, athletic field, swimming pool, and other similar uses	P	S	S			Permitted as accessory use only in IRO Must be located at least 100 feet from any front, rear or side yard of any residential lot in an adjacent residential district
Lighted outdoor commercial sports centers, including baseball and other intense activities			P	P		Subject to conditions in Section 1859
Outdoor spat ball, simulated war games and similar activities			P			Subject to conditions in Section 1857
Outdoor theaters			S		S	Subject to conditions in Section 1843
Racetracks (including midget auto and karting tracks) and dirt tracks			P			Subject to conditions in Section 1856
Automotive/Transportation						
Airports		S				Subject to conditions in Section 1402.3
Auto engine and body repair, and undercoating shops		S				When conducted in enclosed building
Automobile mechanical component dismantling and recycling					S	Subject to conditions in Section 1848
Freight terminals		P	P			

Draft Use Tables from Public Hearing Copy of Zoning Ordinance Amendments
 Charter Township of Ypsilanti

Industrial Districts Use Table	IRO	I-1	I-2	I-3	I-C	Notes
P= Permitted Use S=Special Conditional Use A= Accessory Use -- = Not permitted						
Railroad transfer and storage tracks, railroad rights-of-way.		P	P			
Railroad lines, rail spurs and similar rail transport access facilities	P	P	P	P	P	Subject to conditions in Section 1851
Accessory Uses						
Accessory buildings and uses customarily incident to any permitted use in this table	A	A	A	A	A	
Other						
Wireless communication towers and antennas	See Section 1850					

Closed Session

2. REQUEST TO ENTER INTO CLOSED SESSION PURSUANT TO MCL 15.268 SECTION 8 SUBPARAGRAPH (H) OF THE OPEN MEETINGS ACT..."TO CONSIDER MATERIAL EXEMPT FROM DISCUSSION OR DISCLOSURE BY STATE OR FEDERAL STATUTE".

McLAIN & WINTERS

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November 30, 2017

Brenda L. Stumbo, Supervisor
Karen Lovejoy Roe, Clerk
Larry Doe, Treasurer
Charter Township of Ypsilanti
7200 S. Huron River Drive
Ypsilanti, MI 48197

Re: *Charter Township of Ypsilanti v Judith Pontius and DFCU FINANCIAL, a Federal Credit Union; Washtenaw County Circuit Court File No. 16-800-CZ; Honorable Carol Kuhnke, Washtenaw County Circuit Court Judge*

1196 Lester

December 19, 2017 Work Session to go into Executive Session to Discuss this Pending Litigation and Request Board Authorization to Appeal Judge Kuhnke's Decision to the Michigan Court of Appeals. Furthermore, Requests Resolution Authorizing Township Legal Counsel to Seek Assistance from the Michigan Township's Association, Michigan Municipal League, etc. in the Form of Filing Amicus Briefs in Support of the Township's position.

Dear Township Board:

As you know from previous correspondence, Judge Kuhnke ruled that the Township could not enforce its Medical Marijuana Ordinance prohibiting caregivers from growing in residential areas, that such activity was protected by the Medical Marijuana Act. Obviously, this decision, if allowed to stand, will have Township Board

Re: 1196 Lester
November 30, 2017
Page 2

a far reaching and detrimental effect on not only the zoning authority of Ypsilanti Township, but zoning authorities across the State unless the Court of Appeals reverses Judge Kuhnke's ruling. We have filed a "**Claim of Appeal**" and ordered transcripts to protect the Township's interest if appeal is authorized.

In situations such as this, it is not unusual to seek the support of organizations that may be willing to extend their resources in the form of having their legal counsel file what are called "**Amicus**" briefs supporting the Township's position that the ordinance should be upheld and does not violate the Medical Marijuana Act and its progeny. The more resources that can be brought into play before the Court of Appeals in support of the Township's position, the more significance the Court of Appeals will attach to its ruling. Of course, there is no guarantee that the Michigan Township's Association or Michigan Municipal League are going to be willing to expend their resources, but the Michigan Township's Association has requested that the Township provide it with a copy of Judge Kuhnke's ruling as well as a resolution from the Township Board supporting the request to the MTA.

While in Executive Session we will be prepared to answer any questions that any of the Board members may have. We will be asking the Board in its regular meeting on that date to approve a motion authorizing our office to proceed with the Appeal itself as well as authorizing our office to seek supporting briefs from the MTA, and MML and any other similar organization.

As always, please feel free to contact this office if there are any questions or concerns.

Sincerely,



Dennis O. McLain

DOM/dc

Enc. Resolution

cc: Trustees
Mike Radzik
Dave Bellers
Bill Elling
Jill Kulhanek
Wm. Douglas Winters

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF WASHTENAW

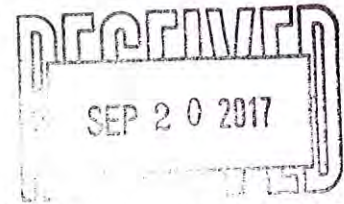
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CHARTER TOWNSHIP OF YPSILANTI, a
municipal corporation,

Plaintiff,

vs

Case No. 16-800 CZ
Honorable Carol Kuhnke



JUDITH PONTIUS,

Defendant.

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Angela B. King (P29899)
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**OPINION AND ORDER DENYING PLAINTIFF'S
MOTION FOR SUMMARY DISPOSITION AND GRANTING
DEFENDANT'S MOTION FOR SUMMARY DISPOSITION**

At a session of the Court held in the
Washtenaw County Courthouse in
the City of Ann Arbor on

~~SEP 15~~ 2017, 2017

PRESENT: HONORABLE CAROL KUHNKE, Circuit Judge

Plaintiff Ypsilanti Township filed this action against defendant Judith Pontius, alleging that she is creating a public nuisance *per se* nuisance incident to her growing medical marihuana at her residence in the Township. Plaintiff has filed a motion for summary disposition; defendant has filed a response and counter-motion for summary disposition. For the reasons stated below,

plaintiff's motion for summary disposition is denied, and defendant's counter-motion for summary disposition is granted.

I. BACKGROUND

Defendant owns and resides in a home located at 1196 Lester Avenue, in Ypsilanti Township. She moved in in early 2010 and began a medical marihuana¹ grow operation almost immediately. Defendant is a registered medical marihuana patient and the registered medical marihuana caretaker for five other marihuana patients. Defendant used her house to grow medical marihuana for herself and her five patients; in October 2015, she had 55 plants growing at that site.

The Township became aware in July 2015 of defendant's medical marihuana grow operation and requested that the Washtenaw County Sheriff's Department "look into" it. In October 2015, Washtenaw County Sheriff's Department deputies visited her home to assess her compliance with the Michigan Medical Marihuana Act (MMMA). With the exception that twenty of her fifty-five plants were located in an unlocked area of her basement (but could be moved into a locked room with the remaining plants), defendant was complying with the statute.

The Township filed the present action in August 2016, asserting a claim that defendant's use of her property for growing marihuana constitutes a public nuisance.²

¹ Because the Michigan Medical Marihuana Act uses the spelling "marihuana" rather than the more common "marijuana," the former spelling is used in this opinion.

² Although the Township alleges, in paragraph 34 of the complaint, that defendant's use of her property constitutes a nuisance in fact (due to the strong odor of unburnt marihuana emanating from the property) as well as a nuisance *per se*, neither the Township nor any neighbor/near-by resident has brought a claim of common law nuisance against defendant. This opinion does not address the question whether the MMMA immunity extends to private actions based on incidental harms caused by activities that are conducted in compliance with the MMMA. For example, the court has not analyzed whether defendant's neighbor could obtain injunctive relief requiring defendant to acquire and install equipment to eliminate the odor of the marihuana. That one has a right to grow medical marihuana does not mean the right is accompanied by an unlimited right to annoy one's neighbors or make their properties unliveable.

II. STANDARD OF REVIEW

The parties have brought their motions for summary disposition under MCR 2.116, relying variously on subparts (7), (8), (9), and (10).

MCR 2.116(C)(7) provides that a motion for summary disposition may be raised on the ground that a claim is barred because of immunity granted by law. When reviewing a motion under MCR 2.116(C)(7), this Court must accept all well-pleaded factual allegations as true and construe them in favor of the plaintiff, unless other evidence contradicts them. If any affidavits, depositions, admissions, or other documentary evidence are submitted, the court must consider them to determine whether there is a genuine issue of material fact. If no facts are in dispute, and if reasonable minds could not differ regarding the legal effect of those facts, the question whether the claim is barred is an issue of law for the court. However, if a question of fact exists to the extent that factual development could provide a basis for recovery, dismissal is inappropriate. *Dextrom v Wexford County*, 287 Mich App 406, 428-29 (2010).

A motion pursuant to MCR 2.116 (C)(8) tests the legal sufficiency of the claim on the pleadings alone, to determine whether the plaintiff has stated a claim on which relief may be granted. *Rollert v Dept of Civil Service*, 228 Mich App 534 (1998). For purposes of a motion under MCR 2.116(C)(8), the allegations in plaintiff's complaint must be taken as true and must be construed in the light most favorable to the nonmoving party. *Maiden v Rozwood*, 461 Mich 109, 119 (1999). When reviewing such a motion, only the pleadings are considered; no documentary evidence may be examined. *The Mable Cleary Trust v The Edward-Marlah Muzyl Trust*, 262 Mich App 485 (2004).

Summary disposition under MCR 2.116(C)(9) is proper if a defendant fails to plead a valid defense to a claim. *Nicita v Detroit (After Remand)*, 216 Mich App 746, 750 (1996). A

motion under MCR 2.116(C)(9) tests the sufficiency of a defendant's pleadings by accepting all well-pleaded allegations as true. *Lepp v Cheboygan Area Schools*, 190 Mich App 726, 730 (1991). If the defenses are so clearly untenable, as a matter of law, that no factual development could possibly deny plaintiff's right to recovery, then summary disposition under this rule is proper. *Domako v Rowe*, 184 Mich.App. 137, 142 (1990). A court may look only to the pleadings in deciding a motion under this subrule.

MCR 2.116 permits a party to move for dismissal of or judgment on all or part of a claim where there is no genuine issue as to any material fact, and the moving party is entitled to judgment or partial judgment as a matter of law. MCR 2.116(C)(10). Such a motion for summary disposition tests the factual support for a claim. *Universal Underwriters Group v Allstate Ins Co*, 246 Mich App 713, 720; 635 NW2d 52 (2001). The moving party must specifically identify the issues as to which there is no genuine issue as to any material fact, and must support the motion with admissible evidence. The adverse party must respond with affidavits or other evidence, setting forth specific facts showing that there is a genuine issue for trial. MCR 2.116(G)(4). A court must consider affidavits, pleadings, depositions, admissions and other documentary evidence in the light most favorable to the non-moving party. *Quinto v Cross and Peters Co*, 451 Mich 358, 362; 547 NW2d 314 (1996). If the pleadings and/or proofs show that there is no genuine issue of material fact, the court shall render judgment without delay. MCR 2.116(I)(1). If it appears to the court that the opposing party, rather than the moving party, is entitled to judgment, the court may render judgment in favor of the opposing party. MCR 2.116(I)(2).

III. DISCUSSION

The Michigan Medical Marihuana Act, a voter initiative approved by Michigan voters in 2008, protects registered, qualified patients from penalty for engaging in the medical use of marihuana. In addition, it provides that a person may register as a caregiver, to grow and/or provide medical marihuana, for up to five qualified patients with whom the caregiver is connected through the registry.² For the protection to apply to a patient or caregiver, the patient or caregiver must comply with restrictions on, for example, the amount of marihuana in his/her possession and on the manner in which the marihuana is grown and stored. More specifically, MCL 333.26424 provides, in part:

(a) A qualifying patient who has been issued and possesses a registry identification card shall not be subject to ... penalty in any manner... for the medical use of marihuana in accordance with this act, provided that [the patient complies with the amount, storage, and other restrictions/limitations.]....

(b) A primary caregiver who has been issued and possesses a registry identification card shall not be subject to ... penalty in any manner... for assisting a qualifying patient to whom he or she is connected through the department's registration process with the medical use of marihuana in accordance with this act.

(d) There shall be a presumption that a qualifying patient or primary caregiver is engaged in the medical use of marihuana in accordance with this act if the qualifying patient or primary caregiver [is in compliance with amount, storage, etc., restrictions of the act].]

² MCL 333.26423 defines these terms:

(f) "Medical use" means the acquisition, possession, cultivation, manufacture, use, internal possession, delivery, transfer, or transportation of marihuana or paraphernalia relating to the administration of marihuana to treat or alleviate a registered qualifying patient's debilitating medical condition or symptoms associated with the debilitating medical condition.

(h) "Primary caregiver" or "caregiver" means a person who is at least 21 years old and who has agreed to assist with a patient's medical use of marihuana and who has not been convicted of any felony within the past 10 years and has never been convicted of a felony involving illegal drugs

In short, the statute protects a primary caregiver from “penalty in any manner” for assisting a qualifying patient to whom the primary caregiver is connected through the medical marihuana registry. It is undisputed, for purposes of this motion, that defendant has been issued and possesses a registry identification card, and is assisting a qualifying patient or patients to whom she is connected through the department’s registration process with the medical use of marihuana, in accordance with the act.

Under the Township’s zoning ordinance, defendant’s marihuana growing operation constitutes a “medical marihuana dispensary,” which is defined, in relevant part, as any structure used for dispensing marihuana by a primary caregiver to one or more qualifying patients.³ A “medical marihuana nursery” is any structure which is used to grow medical marihuana for one or more qualified patients.⁴ The ordinance prohibits medical marihuana dispensaries and nurseries as home occupations – in other words, a caregiver may not operate a medical marihuana nursery or dispensary in his or her home, if the home is in a residential zoning district.

The ordinance permits these marihuana nurseries and dispensaries as uses in “light industrial” zoning districts only, and then they are permitted only subject to special conditions. For example, such activities must be conducted further than 1000 feet of any church, school, child care facility, public library, etc.; all activity, including growing, must be done indoors in a locked structure; and smoking or consumption of marihuana products may not be done on site.

By cultivating marihuana for her patients in her own residence, which is located in a residentially zoned district in the Township, defendant is clearly violating the Township ordinance. Defendant has asserted that the ordinance conflicts with and is preempted by the

³ The definition specifically excludes a qualified patient’s residence, if the marihuana transferred is exclusively for the qualified patient’s use.

⁴ Again, the definition excludes a qualified patient’s residence, if marihuana is grown there exclusively for that patient’s use.

MMMA, and that she is entitled to the medical use defense provided by the MMMA. Defendant relies on *Ter Beek v City of Wyoming*, 495 Mich 1 (2014),

The Township argues that the ordinance does not conflict with the MMMA, which does not provide that municipalities cannot regulate where, within the municipality, marihuana may be grown. Neither does the MMMA itself specify in what types of zoning district marihuana may be grown. The Township's position is that, as long as marihuana grow operations are permitted *somewhere* within the Township, the ordinance does not conflict with the MMMA. Nor, in the Township's view, does the MMMA occupy the field of regulation of marihuana growing; the act is silent as to where and how marihuana may be grown (other than requiring it be grown in an enclosed, locked area, and limited in amount).

As stated above, the MMMA protects caregivers who comply with the act's requirements protection against any penalty; the Michigan Supreme Court has held that being enjoined from using medical marihuana in compliance with the MMMA constitutes a penalty for purposes of the immunity the act provides against "any penalty." *Ter Beek v City of Wyoming*, 495 Mich 1, 20-21 (2014). If the Township has the authority – under, in parallel with, or despite, the MMMA – to limit caregiver medical marihuana growing and distribution to particular zoning districts, then, as the Court described it in *Ter Beek*, "an individual whose medical use of marijuana falls within the scope of § 4(a)'s immunity from 'penalty in any manner' may nonetheless be subject to punishment under the Ordinance for that use." *Ter Beek*, at 10.

A. Preemption basics

Under the Michigan Constitution, a municipality's power to adopt resolutions and ordinances relating to its municipal concerns is "subject to the constitution and the law [*i.e.*, state statutes]." Const 1963, art 7, § 22; *Ter Beek v City of Wyoming*, 495 Mich 1, 19 (2014). While

the constitution prescribes broad powers to municipalities, it specifically provides that ordinances are subject to state statutes. *Id.* A municipality “is precluded from enacting an ordinance if ... the ordinance is in direct conflict with the state statutory scheme, or ... if the state statutory scheme preempts the ordinance by occupying the field of regulation which the municipality seeks to enter, to the exclusion of the ordinance, even where there is no direct conflict between the two schemes of regulation.” *Id.*, at 19-20 (ellipses in original), quoting *People v Llewellyn*, 401 Mich 314, 322 (1977). A direct conflict exists when the ordinance permits what the statute prohibits or the ordinance prohibits what the statute permits. *Ter Beek*, at 20.

B. Parties’ positions

Here, the Township’s zoning ordinance prohibits a caregiver from growing medical marihuana for qualified patients in residential zoned districts and permits it in light industrial zoning districts. The MMMA, on the other hand, contains no express permissions or prohibitions as to where medical marihuana, within a municipality, may be grown; it also does not provide that a municipality may impose restrictions on how or where medical marihuana may be grown within the municipality.

The Township argues that because the ordinance permits a caregiver to grow marihuana somewhere within the Township (light industrial zoning districts), regardless of how limited that area may be, it “permits” medical marihuana to be grown and, therefore, does not conflict with the MMMA. The Township interprets the MMMA’s silence as to where medical marihuana may be grown, and a municipality’s authority to regulate where it may be grown, to mean that a municipality may regulate where within the Township it may be grown by caregivers.

For additional support, the Township points to the Medical Marihuana Facility Licensing Act, MCL 333.27102 *et seq* (MMFLA), enacted by the legislature in September 2016, which, the Township points out, expressly authorizes municipalities to adopt ordinances designating where licensed medical marihuana growers, processors, and provisioning centers may operate, or to prohibit any marihuana facilities at all within the municipality’s borders. The Township asserts that the MMFLA demonstrates that the legislature viewed the MMMA as harmonious with the Michigan Zoning Enabling Act (MZEA), and not as preempting the MZEA or the ordinances enacted under its authority.

Defendant argues that, under the ordinance, she will be penalized for engaging in conduct expressly permitted by the MMMA. Although she would be permitted to grow marihuana in a particular zoning district – light industrial – the MMMA itself contains no such restriction on where marihuana may be grown by a caregiver, and plaintiff’s imposition of such a restriction conflicts with the MMMA.

Defendant relies on on *Ter Beek v City of Wyoming*, 495 Mich 1 (2014) (MMMA preempts ordinance purporting to prohibit conduct that violates federal law, which includes medical marihuana use), *People v Latz*, ___ Mich App ___ (2016) (the MMMA preempts statute purporting to regulate the manner in which medical marihuana may be transported in a motor vehicle because “the ... statute seeks to place additional requirements on the transportation of medical marihuana beyond those imposed by the MMMA”), *People v Koon*, 494 Mich 1 (2013), and *Braska v Challenge Mfg Co*, 307 Mich App 340 (2014).

C. Discussion

In *Ter Beek*, the city of Wyoming, about two years after the MMMA went into effect, enacted a zoning ordinance that prohibited use of land within the city in a manner that was

contrary to state or federal law. Federal law at the time included the controlled substances act, 21 USC 801 *et seq*, which, among other things, prohibited marihuana. Violation of the ordinance constituted a civil infraction punishable by civil sanctions, such as fines, damages, expenses, and costs, and subject to injunctive relief. A property owner, who was a qualified medical marihuana patient under the MMMA, filed an action against the city, seeking a declaratory judgment that the ordinance's effective prohibition of marihuana use, possession, etc., conflicted with the MMMA and was, therefore, preempted by it.

After stating the general principles of conflict and "occupying the field" preemption by state statutes of municipal ordinances, the Michigan Supreme Court, agreeing with the plaintiff, held that the MMMA did, indeed, preempt the city's ordinance. The imposition of civil sanctions and/or enjoining a registered, qualifying patient from engaging in MMMA-compliant conduct, the Court stated, constituted a "penalty," and the ordinance directly conflicted with the MMMA by permitting what the MMMA expressly forbade, *i.e.*, the imposition of a "penalty in any manner" on an MMMA-compliant patient for using medical marihuana. The manner of the punishment, whether a monetary sanction, or denying the ability to engage in conduct permitted by the MMMA, was not material.

The Supreme Court also rejected, in *Ter Beek*, the argument the Township makes in this case. The city of Wyoming argued that case law and the Michigan Zoning Enabling Act (MZEA), MCL 125.3407, allowed it to regulate medical marihuana use through zoning ordinances enacted pursuant to the MZEA. The Court responded that a municipality may not enjoin a registered qualifying patient from engaging in medical use of marihuana in compliance with the MMMA simply by characterizing that conduct as a zoning violation.

In response to the city's argument that the MMMA could not have been intended to create an absolute right to grow and distribute marijuana without any regulation at all, the Supreme Court it pointed out that *Ter Beek* did not seek to assert any such general or absolute right and the Court's opinion did not recognize one. It concluded:

The Ordinance directly conflicts with the MMMA not because it generally pertains to marijuana, but because it permits registered qualifying patients, such as *Ter Beek*, to be penalized by the City for engaging in MMMA-compliant medical marijuana use. Section 4(a) of the MMMA expressly prohibits this. As such, the MMMA preempts the Ordinance to the extent of this conflict.⁹

⁹ Contrary to the City's concern, this outcome does not "create a situation in the State of Michigan where a person, caregiver or a group of caregivers would be able to operate with no local regulation of their cultivation and distribution of marijuana." *Ter Beek* does not argue, and we do not hold, that the MMMA forecloses all local regulation of marijuana; nor does this case require us to reach whether and to what extent the MMMA might occupy the field of medical marijuana regulation.

Ter Beek at 24 and n 9.

In footnote 9 of the opinion in *Ter Beek*, the Supreme Court expressly left open the issue presented in this case: whether a municipal ordinance that regulates (and, here, severely restricts) but does not completely prohibit the possession, growing, or use of medical marijuana, is preempted by the MMMA. Unsurprisingly, plaintiff relies on footnote 9 to argue that such ordinances are not preempted by the MMMA, while defendant characterizes the footnote, and its suggestion that the Supreme Court might permit such municipal zoning, as dictum.

Although the Supreme Court was careful to preserve the issue whether municipal regulation short of total prohibition of MM is, by law, preempted by the MMMA, the Supreme Court's reasoning and language requires a finding that, regardless of whether *some* regulation by zoning ordinance could ever be permissible and not preempted by the MMMA, the Township's ordinance is preempted by the MMMA.

As plaintiff observes, the ordinance at issue here does not, like the ordinance in *Ter Beek*, prohibit *all* medical marihuana use within the municipality; here, the Township's ordinance purports to regulate the cultivation by a caregiver for multiple patients (as opposed to by a single patient for his or her own use) by limiting that activity to a particular zoning district. Moreover, plaintiff contends, the MMMA does not preempt the ordinance by occupying the field of regulation because the MMMA is silent as to "where commercial medical marihuana can be grown."

Plaintiff is correct that the MMMA is silent regarding in what types of zoning districts a caregiver may grow medical marihuana. The MMMA is also silent regarding municipal authority to regulate, by zoning ordinance or otherwise, medical marihuana growing and distribution by caregivers and qualified patients; it does not expressly prohibit municipalities from, or grant them authority for, creating zoning restrictions on medical marihuana use or operations.

Despite the lack of specifics regarding zoning authority, however, the MMMA is not completely without restriction on how and where medical marihuana can be used. The immunity provided a qualifying patient applies only if the qualifying patient possesses a limited amount of marihuana. If the patient grows his/her own marihuana plants, the immunity the MMMA provides applies only if the plants are kept within an "enclosed, locked facility."

Similarly, the immunity provided a caregiver applies

. . . only if the primary caregiver possesses marihuana in forms and amounts that do not exceed any of the following:

- (1) For each qualifying patient to whom he or she is connected through the department's registration process, a combined total of 2.5 ounces of usable marihuana and usable marihuana equivalents.
- (2) For each registered qualifying patient who has specified that the primary caregiver

will be allowed under state law to cultivate marihuana for the qualifying patient, 12 marihuana plants kept in an enclosed, locked facility.

(3) Any incidental amount of seeds, stalks, and unusable roots

Again, any marihuana plants being grown must be kept within an “enclosed, locked facility,” which MCL 333.26423(d) defines as follows:

“Enclosed, locked facility” means a closet, room, or other comparable, stationary, and fully enclosed area equipped with secured locks or other functioning security devices that permit access only by a registered primary caregiver or registered qualifying patient. Marihuana plants grown outdoors are considered to be in an enclosed, locked facility if they are not visible to the unaided eye from an adjacent property when viewed by an individual at ground level or from a permanent structure and are grown within a stationary structure that is enclosed on all sides, except for the base, by chain-link fencing, wooden slats, or a similar material that prevents access by the general public and that is anchored, attached, or affixed to the ground; located on land that is owned, leased, or rented by either the registered qualifying patient or a person designated through the departmental registration process as the primary caregiver for the registered qualifying patient or patients for whom the marihuana plants are grown; and equipped with functioning locks or other security devices that restrict access to only the registered qualifying patient or the registered primary caregiver who owns, leases, or rents the property on which the structure is located.

As can be seen, the MMMA imposes very detailed and specific requirements on a caregiver or patient engaged in marihuana growing, and requires substantial precautions to prevent access or even viewing by the general public. Similarly, MCL 333.26427(b) prohibits marihuana possession and use in certain places (emphasis supplied):

This act does not permit any person to do any of the following:

- (1) Undertake any task under the influence of marihuana, when doing so would constitute negligence or professional malpractice.
- (2) Possess marihuana, or otherwise engage in the medical use of marihuana at any of the following locations:
 - (A) In a school bus.
 - (B) On the grounds of any preschool or primary or secondary school.
 - (C) In any correctional facility.

(3) Smoke marihuana at any of the following locations:

(A) On any form of public transportation.

(B) In any public place.

(4) Operate, navigate, or be in actual physical control of any motor vehicle, aircraft, snowmobile, off-road recreational vehicle, or motorboat while under the influence of marihuana.

(5) Use marihuana if that person does not have a serious or debilitating medical condition.

(6) Separate plant resin from a marihuana plant by butane extraction in any public place or motor vehicle, or inside or within the curtilage of any residential structure.

(7) Separate plant resin from a marihuana plant by butane extraction in a manner that demonstrates a failure to exercise reasonable care or reckless disregard for the safety of others.

With the quantity, physical containment, and geographic location limitations, it would be unnecessary, and, indeed, inconsistent with the statutory scheme, to give municipalities authority to regulate marihuana growing operations *by caregivers or patients* by zoning ordinance.

Moreover, these requirements refute the Township's argument that not allowing it to zone marihuana growth and distribution would be tantamount to granting an absolute right to grow and distribute marihuana: the act itself imposes controls on these activities.

The Township's reference to the MMFLA, moreover, does not help it. The MMMA governs qualified patient and caregiver use of medical marihuana; it treats them as individuals who need and use medical marihuana, not as commercial-scale operations. The MMMA does not permit a municipality to exclude marihuana growing by individuals for individuals (either themselves or as caregivers for qualified patients), or marihuana use by individuals. The MMFLA, on the other hand, provides that municipalities may decide whether to permit

commercial marihuana-related activities within their boundaries at all; if a municipality decides to permit such activities, it has the authority to regulate them by zoning. The MMFLA, which, presumably, was intended to be consistent with the MMMA, clarifies the distinction between commercial and non-commercial entities.

The MMFLA’s statement of purpose, for example, explains that it is “an act to license and regulate medical marihuana growers, processors, provisioning centers, secure transporters, and safety compliance facilities; . . . to provide for interaction with the statewide monitoring system for *commercial* marihuana transactions; . . . [and] to provide immunity from prosecution for marihuana-related offenses for persons engaging in marihuana-related activities in compliance with this act . . .” MCL 333.27101. The definitions section, in MCL 333.27102, provides:

(f) “Grower” means a licensee *that is a commercial entity* located in this state that cultivates, dries, trims, or cures and packages marihuana for sale to a processor or provisioning center.

(g) “Licensee” means a person holding a state operating license.

* * *

(i) “Marihuana facility” means a location at which a license holder is licensed to operate under this act.

* * *

(r) “Provisioning center” means a licensee *that is a commercial entity* located in this state that purchases marihuana from a grower or processor and sells, supplies, or provides marihuana to registered qualifying patients, directly or through the patients’ registered primary caregivers. Provisioning center includes any commercial property where marihuana is sold at retail to registered qualifying patients or registered primary caregivers. *A noncommercial location used by a primary caregiver to assist a qualifying patient connected to the caregiver through the department’s marihuana registration process in accordance with the MMMA is not a provisioning center for purposes of this act.*

* * *

(y) “State operating license” or, unless the context requires a different meaning, “license” means a license that is issued under this act *that allows the licensee to operate as 1 of the following*, specified in the license:

- (i) A grower.
- (ii) A processor.
- (iii) A secure transporter.
- (iv) A provisioning center.
- (v) A safety compliance facility.

(z) “Statewide monitoring system” or, unless the context requires a different meaning, “system” means an internet-based, statewide database established, implemented, and maintained by the department under the marihuana tracking act, that is available to licensees, law enforcement agencies, and authorized state departments and agencies on a 24-hour basis for all of the following:

- (i) Verifying registry identification cards.
- (ii) Tracking marihuana transfer and transportation by licensees, including transferee, date, quantity, and price.
- (iii) Verifying in commercially reasonable time that a transfer *will not exceed the limit that the patient or caregiver is authorized to receive* under section 4 of the Michigan medical marihuana act, MCL 333.26424.

The definitions of “grower,” “processor,” “provisioning center,” “secure transporter,” and “safety compliance facility” all include that the entity be a licensee; in contrast, caregivers and registered qualified patients are not defined as, nor required to be, licensees under either the MMFLA or the MMMA – they must register under the MMMA. The express exclusion from the definition of “provisioning center” of a caregiver’s non-commercial location at which the caregiver assists connected qualified patients is consistent with an intent to distinguish between non-commercial entities – caregivers and patients – and commercial entities, and to impose only the requirements of the MMMA on the former.

The Township’s ordinance is inconsistent with the statutory scheme created by the MMMA and MMFLA. While the statutes evidence an intent to treat caregivers (unless they

obtain licenses to engage in commercial growing, processing, or distribution of marijuana along with engaging in those activities solely for their connected patients) and patients as individuals only, while licensees are treated as commercial entities subject to some municipal controls, the Township attempts to align caregivers with the commercial entities regulated by the MMFLA.

For example, the MMMA provides that whatever a qualified patient can do, a caregiver can do for his/her connected qualified patients; a caregiver is, in essence, the equivalent of up to five qualified patients – five individuals. Where the MMMA treats a caregiver as a collective individual, however, the ordinance treats a caregiver as a commercial enterprise. Under the ordinance, a structure used by a primary caregiver to dispense medical marijuana to a qualified patient, or a structure a caregiver uses to grow medical marijuana for patients, are excluded from residential districts even though a qualified patient may grow, possess, and use medical marijuana the qualified patient's own use. The Township, in its ordinance, tries to work around the MMMA and make caregivers the equivalent of commercial marijuana businesses, and then argues that because the MMFLA permits the Township to zone commercial marijuana-related businesses, it should be allowed to zone caregivers.

It must be presumed that the drafters of the MMMA understood that municipalities regulate land use through the passage of ordinances. Had they intended that such regulation by municipalities be permitted, they could have expressly provided so, as the legislature did in the MMFLA. The ordinance clearly conflicts with the MMMA, in that a caregiver, under the ordinance, can be penalized for growing marijuana in a residential zoning district even if the caregiver complies with all the requirements of the MMMA. Furthermore, given the level of detail in the requirements imposed on caregivers and patients who possess marijuana, the Court cannot agree that the MMMA leaves any room for municipalities to regulate where or how

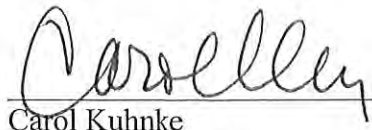
medical marihuana may be grown by caregivers and/or qualified patients. The MMMA pre-empts the Township's ordinance, which is void and unenforceable to the extent it prohibits caregivers who are in compliance with the MMMA from growing medical marihuana in residential districts.

Plaintiff Township sought summary disposition on the grounds that defendant had failed to state a valid defense against the Township's claim against her, MCR 2.116(C)(9), and that there was no genuine dispute as to any material fact and the Township was entitled to judgment in its favor as a matter of law, MCR 2.116(C)(10). Plaintiff's motion is denied, because defendant has stated a valid defense against the Township's claim, and, while there is no genuine dispute as to any material fact, defendant, and not the Township, is entitled to judgment in her favor as a matter of law.

Defendant sought summary disposition on the grounds that the Township had failed to state a claim against her, MCR 2.116(C)(8), and that there was no genuine issue of material fact in dispute, MCR 2.116(C)(10). This court agrees that the Township has failed to state a claim against defendant and that defendant is entitled to judgment as a matter of law, based on the undisputed facts.

IV. CONCLUSION

For the reasons stated above, plaintiff's motion for summary disposition is denied. Defendant's motion for summary disposition is granted, and the complaint against her is dismissed with prejudice.

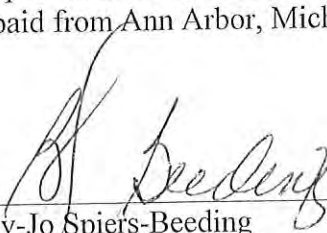


Carol Kuhnke
Circuit Court Judge

This is a final order which resolves all pending claims and closes the case pursuant to MCR 2.602(A) (3)

PROOF OF SERVICE

I certify that I mailed a copy of the above Order upon all attorneys of record or parties by placing said copy in the first class mail with postage prepaid from Ann Arbor, Michigan on this 18 day of September, 2017.



Betty-Jo Spiers-Beeding
Judicial Coordinator

Discussion Regarding Posting of
Township Board Meeting Recordings
on the Web

REVIEW AGENDA

- A. SUPERVISOR STUMBO WILL REVIEW BOARD MEETING AGENDA

OTHER DISCUSSION

- A. BOARD MEMBERS HAVE THE OPPORTUNITY TO DISCUSS ANY OTHER PERTINENT ISSUES



Charter Township of Ypsilanti

7200 S. HURON RIVER DRIVE • YPSILANTI, MI 48197

SUPERVISOR BRENDA STUMBO • CLERK KAREN LOVEJOY ROE • TREASURER LARRY DOE
TRUSTEES: STAN ELDRIDGE • HEATHER JARRELL ROE • MONICA ROSS WILLIAMS •
JIMMIE WILSON, JR.

REGULAR MEETING AGENDA **TUESDAY, DECEMBER 19, 2017** **7:00 P.M.**

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE AND INVOCATION
4. PUBLIC COMMENTS
5. CONSENT AGENDA
 - A. MINUTES OF THE DECEMBER 5, 2017 WORK SESSION, REGULAR MEETING AND CLOSED SESSION
 - B. STATEMENTS AND CHECKS
 1. STATEMENTS AND CHECKS FOR DECEMBER 19, 2017 IN THE AMOUNT OF \$1,217,073.49
 2. CHOICE HEALTH CARE DEDUCTIBLE ACH EFT FOR NOVEMBER 2017 IN THE AMOUNT OF \$28,011.22
 3. CHOICE HEALTH CARE ADMIN FEE FOR OCTOBER 2017 IN THE AMOUNT OF \$1,200.00
 - C. NOVEMBER 2017 TREASURER'S REPORT
6. ATTORNEY REPORT
 - A. GENERAL LEGAL UPDATE

OLD BUSINESS

1. REQUEST OF WAYNE DUDLEY, PUBLIC SERVICES SUPERINTENDENT FOR APPROVAL OF MEMBERSHIP WITH NATIONAL JOINT POWERS ALLIANCE (NJPA) (TABLED AT THE DECEMBER 5, 2017 REGULAR MEETING)

NEW BUSINESS

1. BUDGET AMENDMENT #18
2. REQUEST FOR APPROVAL OF THE METRO ACT APPLICATION OF KEPS TECHNOLOGIES INC. DBA ACD.NET AND ACD TELECOM, INC PER PUBLIC ACT 48 OF 2002
3. RESOLUTION 2017-37, AUTHORIZING TOWNSHIP LEGAL COUNSEL TO PROCEED WITH APPEAL OF CHARTER TOWNSHIP OF YPSILANTI V. JUDITH PONTIUS AND DFCU FINANCIAL, A FEDERAL CREDIT UNION AND AUTHORIZATION TO SEEK ASSISTANCE FROM OUTSIDE AGENCIES IN SUPPORT OF THE LAWSUIT

4. REQUEST OF MICHAEL RADZIK, DIRECTOR OFFICE OF COMMUNITY STANDARDS FOR APPROVAL OF AMENDMENT TO THE WASHTENAW COUNTY POLICE SERVICES CONTRACT AMENDING THE TERM OF SERVICE THROUGH 2018 AND AMENDING THE PRICE TO \$160,650.00 PER POLICE SERVICE UNIT BUDGETED IN LINE ITEM #266-301-000-831-000
5. REQUEST OF JEFF ALLEN, RESIDENTIAL SERVICES DIRECTOR TO SELL MISCELLANEOUS ITEMS NO LONGER BEING USED BY THE TOWNSHIP AND TO DISPOSE OF ANY ITEMS THAT DO NOT SELL
6. 2018 CONTRACTS AND RENEWALS
7. RESOLUTION 2017-38, BOARDS AND COMMISSIONS APPOINTMENTS AND REAPPOINTMENTS
8. REQUEST TO ACCEPT THE RESIGNATION OF SHAUNA MCNALLY FROM THE YPSILANTI TOWNSHIP PARK COMMISSION EFFECTIVE IMMEDIATELY

AUTHORIZATIONS AND BIDS

1. REQUEST OF JEFF ALLEN, RESIDENTIAL SERVICES DIRECTOR FOR AUTHORIZATION TO SEEK SEALED BIDS FOR REPLACEMENT OF SECTIONS B AND C/C2 OF THE CIVIC CENTER ROOF
2. REQUEST OF JEFF ALLEN, RESIDENTIAL SERVICES DIRECTOR FOR AUTHORIZATION TO SEEK SEALED BIDS FOR REPLACEMENT OF SECTIONS B AND D OF THE COMMUNITY CENTER ROOF
3. REQUEST OF MARK NELSON, 14B MAGISTRATE/COURT ADMINISTRATOR FOR AUTHORIZATION TO SEEK SEALED BIDS FOR CONSTRUCTION OF ENTRY AND EXIT SECURITY SCREENING SYSTEM
4. REQUEST OF WAYNE DUDLEY, PUBLIC SERVICES SUPERINTENDENT TO ACCEPT THE PROPOSAL FROM CORRIGAN OIL CORP. FOR A FUEL MANAGEMENT SYSTEM IN THE AMOUNT OF \$30,030.00 TO BE BUDGETED IN LINE ITEM #595-595-000-971-008 VIA A BUDGET AMENDMENT IN JANUARY 2018

OTHER BUSINESS

PUBLIC COMMENTS

CONSENT AGENDA

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE DECEMBER 5, 2017 WORK SESSION**

Supervisor Stumbo called the meeting to order at approximately 5:00 p.m. in the Ypsilanti Township Civic Center Board Room, 7200 S. Huron River Drive, Ypsilanti Township.

Members Present: Supervisor Brenda L. Stumbo, Treasurer Larry Doe,
Trustees: Stan Eldridge, Jimmie Wilson, Jr., and
Monica Ross-Williams

Members Absent: Clerk Lovejoy Roe, Trustee Jarrell Roe

Legal Counsel: Wm. Douglas Winters

**1. PRESENTATION OF FAIR HOUSING STUDY AND AFFIRMATIVELY
FURTHERING FAIR HOUSING.....TERESA GILLOTI AND
ANDREA PLEVAK**

Andrea Plevak, Director of the Office of Community and Economic Development, explained the Housing Affordability and Economic Equity Study, which was published in 2015. She said Ypsilanti Township was a core partner in advancing the priorities and goals adopted out of that work. She said she was here tonight to explain the progress made at this time. She said HUD put a rule called Affirmatively Furthering Fair Housing requiring a study and a resulting plan, which influenced the way communities do their planning for federal funds, Community Development Block Grant Funds, HOME funds, and emergency solutions grant funds. She said it takes into account the Fair Housing Act and how communities need to be thinking about housing affordability, access to housing, and access to other opportunity indicators.

Teresa Gilloti stated that in 2015, Ypsilanti Township was one of six communities that adopted the Housing Affordability and Economic Equity Study. She said they have talked about there being two distinct markets, the west side of Washtenaw County which includes Ann Arbor and Pittsfield Township where there are high rents, high incomes, high amenities, and a very established Ann Arbor Public School District, that's well thought of. She stated that on the east side of Washtenaw County there are much lower incomes, some lower rents, and we are working on the amenities, but we have a smaller tax base to work with. Ms. Gilloti said there is

CHARTER TOWNSHIP OF YPSILANTI
DECEMBER 5, 2017 WORK SESSION MINUTES
PAGE 2

a housing market imbalance and one of the main goals of the study was to balance it out. She said to try and balance this out, their goal was to have more affordable housing in Ann Arbor and Pittsfield Township and on the eastern side of the County increased college educated households in the City of Ypsilanti and Ypsilanti Township. Ms. Gilloti explained the process for moving forward and the goal for each year. She said Supervisor Stumbo and Clerk Lovejoy Roe, along with other representatives from the County, sit on the Affordable Housing Leadership Team, which establishes annual goals. She said this was a twenty-year project which would be consistently worked on so we could see the changes happen. Ms. Gilloti presented slides to the Board explaining what progress they were making in each jurisdiction. She said during the summer they worked on assessment of fair housing by doing a lot of information gathering, data analysis, community engagement and developed a draft plan in August and September and now are in the implementation stage. She said they are trying to achieve these goals in a five-year period. She said part of this process was they were to look at the historical legacies of segregation exclusion and how they are impacting our neighborhoods today. Ms. Gilloti stated they would not fix all of that in five years but through achievable goals would move forward trying to increase opportunity for all families in the County. She said Supervisor Stumbo, Clerk Lovejoy Roe, and Trustee Ross-Williams helped this summer with focus groups, neighborhood meetings, and the survey distribution. She said they had 800 surveys collected and added local data with neighborhood profiles and did 4 or 5 of them for Ypsilanti Township. Ms. Gilloti said these surveys show changes in population but also changes in property values over the course of 12 years, whether it was owner occupied or rentals. She said one of the things that HUD wanted to focus on was poverty and racially concentrated areas. Ms. Gilloti stated there were two such areas in the entire county, one on the south side of the City of Ypsilanti and the other one was on Leforge Road, which splits between the City and the Township of Ypsilanti. She said this was mostly multi-family apartments with some subsidized housing, not many services, had a lot of need and a lot of families. She said their challenge would be how they could use their existing funding for these two areas and invest where it would benefit these families the most. She said the other focus was how we achieve access to opportunity for every neighborhood in the County. She said that 50% of the rentals in West Willow took vouchers and it was one of the few places in the county that you can rent an entire house with a voucher.

**CHARTER TOWNSHIP OF YPSILANTI
DECEMBER 5, 2017 WORK SESSION MINUTES
PAGE 3**

Supervisor Stumbo asked if it was because of the inequity in the rental market and Ann Arbors' unwillingness to take vouchers because HUD sets the voucher amount for the whole county. She said if the voucher was \$1,200.00 and in Ypsilanti, the property owner would be satisfied getting \$800.00 they will get the whole \$1,200.00 voucher and in Ann Arbor if they took a voucher it would not be enough to cover the amount they want for rent. Ms. Gilloti agreed that generally most rentals in Ann Arbor and Pittsfield are higher.

Ms. Gilloti stated that although the City and Township of Ypsilanti occupies only 20% of Washtenaw County it has 50% of the committed affordable housing in the County. She said we need better distribution throughout the entire County.

Ms. Gilloti explained their goals were to bring more money into the lower income neighborhoods.

Trustee Ross-Williams stated there was a need for affordable housing for seniors. Ms. Gilloti stated one of their goals was directly related to seniors.

2. REQUEST TO ENTER INTO CLOSED SESSION PURSUANT TO MCL 15.268 SECTION 8 SUBPARAGRAPH (C) OF THE OPEN MEETINGS ACT..."FOR STRATEGY AND NEGOTIATION SESSIONS CONNECTED WITH THE NEGOTIATION OF A COLLECTIVE BARGAINING AGREEMENT IF EITHER NEGOTIATING PARTY REQUESTS A CLOSED HEARING"

A motion was made by Trustee Ross Williams, supported by Trustee Wilson to go into a closed session pursuant to MCL 15.268 Section 8 Subparagraph (C) of the Open Meetings Act..."For Strategy and Negotiation Sessions Connected with the Negotiation of a Collective Bargaining Agreement if either Negotiating Party Requests a Closed Hearing"

Eldridge:	Yes	Ross-Williams:	Yes	Stumbo:	Yes
Doe:	Yes	Wilson:	Yes		

The Board went into closed executive session at 5:58pm.

**CHARTER TOWNSHIP OF YPSILANTI
DECEMBER 5, 2017 WORK SESSION MINUTES
PAGE 4**

The Board came out of closed executive session at 6:58pm.

Respectfully Submitted,

Karen Lovejoy Roe, Clerk

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE DECEMBER 5, 2017 REGULAR BOARD MEETING**

Supervisor Stumbo called the meeting to order at approximately 7:05 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 Brenda L. Stumbo, Treasurer Larry Doe,
Trustees: Stan Eldridge, Jimmie Wilson, Jr,
Monica Ross-Williams

Members Absent: Clerk Karen Lovejoy Roe, Trustee Heather Jarrell Roe

Legal Counsel: Wm. Douglas Winters

**RECOGNITION OF LINCOLN HIGH SCHOOL FOOTBALL TEAM – MHSAA
DISTRICT CHAMPIONS PROCLAMATION (see attached)**

Supervisor Stumbo presented a proclamation to the Lincoln High School Football Team in honor of their unprecedented successful football season. Head Coach Chris Westfall accepted on behalf of the team. Supervisor Stumbo stated she is a former Railsplitter and that the Board and entire township is very proud of the team's accomplishments this year. Coach Westfall thanked the Board for their support and said they hoped to do even better next year and to be invited back again.

Trustee's Wilson and Eldridge offered their congratulations to the Coach Westfall and the team.

PUBLIC HEARING

**A. 7:00PM – RESOLUTION 2017-31, 2018 FISCAL YEAR BUDGET
(PUBLIC HEARING SET AT THE NOVEMBER 21, 2017 REGULAR MEETING)**

The Public Hearing opened at 7:16PM.

Treasurer Doe suggested in the future the Residential Services Director should use a Township vehicle and the car allowance be given Supervisor Stumbo. He said Supervisor Stumbo attends many meetings with her own vehicle and it causes wear and tear on her vehicle. He stated \$3,000.00 should be taken from Residential Services Administration Fund 762 and put in Supervisor Fund 171.

The Public Hearing closed at 7:22PM.

Deputy Clerk Stanfield read Resolution 2017-31, 2018 Fiscal Year Budget.

A motion was made by Treasurer Doe, supported by Trustee Wilson to Approve Resolution 2017-31, 2018 Fiscal Year Budget with the following changes: \$3,000.00 transferred from Residential Services Administration Fund 762 to Supervisor Fund 171 for Supervisors' car allowance (see attached).

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE DECEMBER 5, 2017 REGULAR BOARD MEETING
PAGE 2**

The motion carried unanimously.

PUBLIC COMMENTS

There were no public comments.

CONSENT AGENDA

A. MINUTES OF THE NOVEMBER 21, 2017 WORK SESSION, REGULAR MEETING AND CLOSED SESSION

B. STATEMENTS AND CHECKS

1. STATEMENTS AND CHECKS FOR DECEMBER 5, 2017 IN THE AMOUNT OF \$628,021.91

A motion was made by Treasurer Doe, supported by Trustee Eldridge to Approve the Consent Agenda.

The motion carried unanimously.

ATTORNEY REPORT

A. GENERAL LEGAL UPDATE

Attorney Winters stated SBA Communications is sending out the final closing documents for the two cell towers that we negotiated for a sum of \$740,000.00. He said this sale would pay off the debt for the Seaver Farm.

OLD BUSINESS

1. REQUEST OF KIRK SHERWOOD II, DIRECTOR OF GOLF FOR APPROVAL OF 2018 GOLF COURSE RATES AND APPROVAL OF THE CART STORAGE CONTRACT (TABLED AT THE NOVEMBER 21, 2017 REGULAR MEETING)

A motion was made by Trustee Ross-Williams, supported by Trustee Eldridge to remove request from Table.

Eldridge:	Yes	Ross-Williams:	Yes	Stumbo:	Yes
Doe:	Yes	Wilson:	Yes		

Kirk Sherwood II, Director of Golf stated he went over the rates again. He said if he kept the annual golf membership rate at \$500.00 for members he felt it would be going backwards because all the costs are going up and therefore, it would be losing even more revenue than last year. He said going up \$25.00 does not right the budget but it would be fair at \$525.00 and that would be for seniors. He said the non-senior rate would go up to \$575.00. He said about 85% of the members

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are seniors. He said for the 5-day annual membership he left the spouse rate at \$225.00. Mr. Sherwood said for the 7-day he increased it by \$50.00 because they get two more days of play. He said he went from \$355.00 to \$375.00 for the non-resident rate.

Supervisor Stumbo read an email from Mittie McMaster, Resident. She said that Kirk Sherwood was offering residents \$525.00 and non-resident \$575.00 for senior members. She said this was a good compromise. She said there was not a 7-day senior rate discussed but thought this would be something that needs to be addressed in the future. Ms. McMaster said she appreciates Kirk considering the members input as he continues to look for ways to improve revenue. She said in May 2014 our golf cart was grandfathered in for storage at the rate of \$250.00. Ms. McMaster said her and her husband appreciates this service and agrees to the \$50.00 increase for 2018. She said she would like to thank the greens and clubhouse staff, a special shout out to the Monday Crew, Darcy Slaven and Kate Hines; our ladies league appreciated how welcoming they made us feel always going the extra mile. She said they hope to return next year and look forward to seeing Darcy and Kate **(see attached)**.

Darlene Devall, Resident stated she only plays about once a week but her husband plays every day, she does not think its fair to pay for seven days when she only plays about once a week.

Trustee Ross-Williams stated she appreciates Kirk coming up with a senior discount.

Supervisor Stumbo questioned if the senior rate was available to anyone 60 years or older. Mr. Sherwood said that it was and the senior resident rate went up \$25.00 and the non-senior resident rate went up \$75.00. Supervisor Stumbo stated that Mr. Sherwood would look into the golf simulator and beverage cart as other ways to increase revenue.

A motion was made by Trustee Ross-Williams, supported by Treasurer Doe to Approve Request of Kirk Sherwood II, Director of Golf for Approval of 2018 Golf Course Rates and Approval of the Cart Storage Contract.

The motion carried unanimously.

NEW BUSINESS

1. BUDGET AMENDMENT #17

A motion was made by Treasurer Doe, supported by Trustee Eldridge to Approve Budget Amendment #17 (see attached).

The motion carried unanimously.

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2. RESOLUTION 2017-11, REAFFIRMING RESOLUTION 2015-04, ADOPTION OF HOUSING AFFORDABILITY AND ECONOMIC EQUITY ANALYSIS FOR WASHTENAW COUNTY

A motion was made by Treasurer Doe, supported by Trustee Wilson to Approve Resolution 2017-11, Reaffirming Resolution 2015-04, Adoption of Housing Affordability and Economic Equity Analysis for Washtenaw County (see attached).

The motion carried unanimously.

3. REQUEST OF KAREN WALLIN, HUMAN RESOURCES TO EXTEND THE AFSCME BARGAINING UNIT CONTRACTS (TOWNSHIP AND 14B AND THE TEAMSTERS BARGAINING UNIT CONTRACT, IF NEEDED, FOR A PERIOD OF NINETY (90) DAYS THROUGH MARCH 31, 2018

A motion was made by Treasurer Doe, supported by Trustee Ross-Williams to Approve Request of Karen Wallin, Human Resources to Extend the AFSCME Bargaining Unit Contracts (Township and 14B) and the Teamsters Bargaining Unit Contract, if Needed, for a Period of Ninety (90) Days Through March 31, 2018.

The motion carried unanimously.

4. REQUEST OF KAREN WALLIN, HR FOR AUTHORIZATION TO POST AND FILL THE COMMUNITY ENGAGEMENT COORDINATOR POSITION WITHIN THE TEAMSTER BARGAINING UNIT.

A motion was made by Trustee Ross-Williams, supported by Treasurer Doe to Approve Request of Karen Wallin, HR for Authorization to Post and Fill the Community Engagement Coordinator Position within the Teamsters Bargaining Unit.

Karen Wallin, HR Generalist, stated this was restoring a position within the Teamsters Bargaining Unit. She said this position would be posted internally and externally and would be a full time position.

Trustee Eldridge asked if this could be a non-union position. Ms. Wallin stated this position is listed as a part of the Teamsters Contract. Trustee Eldridge stated he wanted to make sure there was transparency with this job and that we enforce our nepotism policy with this job. He said he has heard people were already seeking this position for relatives and he said he was concerned about it. He said he would like to get someone that does not have ties to the Township because sometimes it seems as though we only hire friends and relatives. Trustee Eldridge said that he heard a board member has already approached some members regarding hiring a relative for this position. Karen Wallin stated she was not been approached by anyone regarding this position. She said she would advertise the position, strongly. She said they would review all applicants, assign an interview panel, conduct the interviews and proceed.

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Trustee Eldridge asked if there was time to work on our policy before that because currently it states that a relative cannot supervise a relative and asked if that was correct. Karen Wallin stated that was correct. Trustee Eldridge asked how we could make sure this does not continue to happen when we have vacant positions. He said he would like to look into this further. He said that he was trying not to use names or be specific but he thought everyone understood what he was saying or he said he hoped they did.

Supervisor Stumbo stated that the nepotism policy states that an employee cannot supervise a relative. Trustee Eldridge stated that at the end of the day the Board supervises everyone. Karen Wallin stated there is a board meeting on December 19, 2017, if the Board would like to amend or make changes in the policy they could because this position will not be filled by then. Supervisor Stumbo stated she was excited to restore this position. She said with a new full time person in this position they would be able to make the Community Engagement position better. She said the position will be posted both internally and externally simultaneously and the salary was set at \$41,600.00. She said the position will be posted on December 6, 2017. Karen Wallin stated she would meet with Trustee Eldridge regarding his concerns. Trustee Ross-Williams stated one of the duties for this position states they would produce a newsletter and she wondered if it was for all of Ypsilanti Township and Supervisor Stumbo said it would be only for Neighborhood Watch meetings.

The motion carried unanimously.

5. RESOLUTION 2017-32, ADOPTION OF ANNUAL EXEMPTION OPTION AS SET FORTH IN 2011 PUBLIC ACT 152, THE PUBLICLY FUNDED HEALTH INSURANCE CONTRIBUTION ACT

A motion was made by Trustee Wilson, supported by Treasurer Doe to Approve Resolution 2017-32, Adoption of Annual Exemption Option as set forth in 2011 Public Act 152, the Publicly Funded Health Insurance Contribution Act (see attached).

The motion carried unanimously.

6. REQUEST OF ANGELA VERGES, RECREATION SERVICES MANAGER FOR AUTHORIZATION TO ACCEPT THE HELEN MCCALLA FOUNDATION GRANT IN THE AMOUNT OF \$24,819.68 FOR RENOVATION OF THE PLAY AREA LOCATED OUTSIDE THE 100 WING OF THE COMMUNITY CENTER AND TO REMOVE AND SCRAP THE PLAY EQUIPMENT CURRENTLY IN THAT AREA

A motion was made by Treasurer Doe, supported by Trustee Wilson to Approve Request of Angela Verges, Recreation Services Manager for Authorization to Accept the Helen McCalla Foundation Grant in the Amount of \$24,819.68 for Renovation of the Play Area Located outside the 100 Wing of the Community Center and to Remove and Scrap the Play Equipment Currently in that Area (see attached).

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The motion carried unanimously.

7. REQUEST OF WAYNE DUDLEY, PUBLIC SERVICES SUPERINTENDENT FOR APPROVAL OF MEMBERSHIP WITH NATIONAL JOINT POWERS ALLIANCE (NJPA)

A motion was made by Trustee Wilson, supported by Trustee Ross-Williams to Approve Request of Wayne Dudley, Public Services Superintendent for Approval of Membership with National Joint Powers Alliance (NJPA).

Jeff Allen, Residential Services Director, stated he was here to represent Wayne Dudley and to answer any questions the Board may have regarding this membership. He said it was like all the other memberships we belong to. He said joining NJPA allows us to purchase fuel systems, fueling gas tanks and pumps with the group and receive better rates. Supervisor Stumbo asked if we join would we have to use a certain supplier. Mr. Allen stated we do not have to use a certain company but we would get the best pricing because we were a member of NJPA.

Javonna Neel, Accounting Director, said she had looked at this information and saw many companies and municipalities in our area were members of this group.

Supervisor Stumbo said she would like this tabled.

A motion was made by Treasurer Doe, supported by Trustee Ross-Williams to table this until the next meeting.

Eldridge:	Yes	Ross-Williams:	Yes	Stumbo:	Yes
Doe:	Yes	Wilson:	Yes		

8. REQUEST TO APPROVE PURCHASE AGREEMENT WITH DTE FOR INSTALLATION OF THIRTY TWO (32) STREETLIGHTS AS DESCRIBED IN THE PURCHASE AGREEMENT TO BE LOCATED ALONG N. HARRIS RD. BETWEEN MICHIGAN AVE. AND HOLMES RD. IN THE AMOUNT OF \$170,170.43 TO BE PAID FROM THE PREPAID ACCOUNT AND TO BE BUDGETED WITH A BUDGET AMENDMENT IN JANUARY 2018

A motion was made by Trustee Eldridge, supported by Treasurer Doe to Approve Request to Approve Purchase Agreement with DTE for Installation of Thirty Two (32) Streetlights as Described in the Purchase Agreement to be Located along N. Harris Rd. Between Michigan Ave. and Holmes Rd. in the Amount of \$170,170.43 to be Paid from the Prepaid Account and to be Budgeted with a Budget Amendment in January 2018 (see attached).

The motion carried unanimously.

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- 9. REQUEST TO APPROVE PURCHASE AGREEMENT WITH DTE FOR INSTALLATION OF THIRTY ONE (31) STREETLIGHTS AS DESCRIBED IN THE PURCHASE AGREEMENT TO BE LOCATED ALONG VETERANS MEMORIAL DRIVE AND IN THE PARKING LOT AT THE CIVIC CENTER IN THE AMOUNT OF \$130,022.01 TO BE PAID FROM THE PREPAID ACCOUNT AND TO BE BUDGETED WITH A BUDGET AMENDMENT IN JANUARY 2018**

A motion was made by Trustee Wilson, supported by Trustee Eldridge to Approve Purchase Agreement with DTE for Installation of Thirty One (31) Streetlights as Described in the Purchase Agreement to be Located Along Veterans Memorial Drive and in the Parking Lot at the Civic Center in the Amount of \$130,022.01 to be Paid from the Prepaid Account and to be Budgeted with a Budget Amendment in January 2018 (see attached).

The motion carried unanimously.

- 10. RESOLUTION 2017-33, ADOPTION OF REGULAR BOARD MEETING DATES FOR THE 2018 CALENDAR YEAR**

A motion was made by Treasurer Doe, supported by Trustee Ross-Williams to Approve Resolution 2017-33, Adoption of Regular Board Meeting Dates for the 2018 Calendar Year (see attached)

The motion carried unanimously.

- 11. RESOLUTION 2017-34, ADOPTION OF ROBERTS RULES OF ORDER FOR 2018**

A motion was made by Trustee Wilson, supported by Trustee Ross-Williams to Approve Resolution 2017-34, Adoption of Roberts Rules of Order for 2018 (see attached).

The motion carried unanimously.

- 12. RESOLUTION 2017-35, ADOPTION OF DEPOSITORIES FOR 2018**

A motion was made by Treasurer Doe, supported by Trustee Wilson to Approve Resolution 2017-35, Adoption of Depositories for 2018 (see attached).

The motion carried unanimously.

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13. RESOLUTION 2017-36, DESIGNATION OF NEWSPAPER OF CIRCULATION

A motion was made by Treasurer Doe, supported by Trustee Wilson to Approve Resolution 2017-36, Designation of Newspaper of Circulation (see attached).

The motion carried unanimously.

OTHER BUSINESS

1. REQUEST APPROVAL OF THE COLLECTIVE BARGAINING AGREEMENT BETWEEN FIREFIGHTERS LOCAL 1830 AND YPSILANTI TOWNSHIP FOR 2017 AND 2018

A motion was made by Treasurer Doe, supported by Trustee Wilson to Approve Request of the Collective Bargaining Agreement Between Firefighters Local 1830 and Ypsilanti Township for 2017 and 2018.

Attorney Winters recognized members of the negotiating team, Karen Wallin, HR, Accounting Director Neel, Chief Copeland and Treasurer Doe, Firefighter Local 1830 President Keith Harr, and he said other firefighters were fighting a fire and not able to attend.

Chief Copeland introduced their recently hired firefighter, Matthew Kaye. Mr. Kaye stated he had been a resident of the township for several years and this was the dream job for him to be a firefighter in the community where he lives and he thanked the board for giving him the opportunity to serve our community.

Mr. Harr stated the following bargaining committee members not present were Captain Anstead, Lt. Walgren, and Firefighters Garrigan and Nick Dunlape. Mr. Harr said he appreciated all the people involved who helped get this agreement finalized. Attorney Winters stated a lot of the negotiations was spent trying to go over all the issues regarding capital improvements, maintenance issues and to stay within the fiscal constraints of the Fire Fund budget. Attorney Winters recommended to the Township Board to seek additional revenue for the Fire Department, by allowing the voters of the township the chance to vote for the capital improvements the Fire Department needs. Attorney Winters suggested that a .50 millage over 5 years may be needed to be put on the ballot. He also reminded the Board that in 2014 and 2015 the firefighters received a 0% wage increase, in 2016 they received 3.0% increase, in 2017 the bargaining team is seeking a 3% increase and in 2018 the recommendation is a 2.5% wage increase. He said that if a capital improvement millage was put on the ballot and it passed the contract would provide an additional .5% wage increase for 2018 resulting in a 3% combined wage increase for 2018. Attorney Winters went over other changes in the contract.

Supervisor Stumbo stated we need these funds to make the capital improvements and we would have to get across to the residents the importance of this. She thanked the negotiations team for getting this completed.

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The motion carried unanimously.

A motion was made by Trustee Eldridge, supported by Trustee Wilson to Adjourn.

The meeting was adjourned at approximately 9:00 pm.

Respectfully Submitted,

Brenda L. Stumbo, Supervisor
Charter Township of Ypsilanti

Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

Charter Township of Ypsilanti

Proclamation

Honoring
2017 LINCOLN HIGH SCHOOL BOYS VARSITY FOOTBALL TEAM

WHEREAS, the Charter Township of Ypsilanti wishes to recognize and congratulate the 2017 Lincoln High School Boys Varsity Football Team on their outstanding winning season; and

WHEREAS, the Team's hard work and dedication resulted in a season of firsts by winning nine games in a row, making it the longest winning streak in school history; having the first home field playoff game; winning the first (and second) playoff game; winning the first MHSAA District Championship and being the highest scoring team in school history, with 345 total points; and

WHEREAS, individual awards from the Associated Press All State for Honorable Mention went to Dereck Thomason, Cameron Thompson, Matthew Moorer and to Chris Westfall for First Team Coach; and

WHEREAS, the Ann Arbor News Dream Team recognition went to Cameron Thompson, Player of the Year; Tate Mackenzie, First Team Offensive Line; Derek Thomason, First Team Defensive Back; Matthew Moorer, First Team Defensive Back; Avery Kenyon, First Team Defensive Line, William Lynn, Honorable Mention Linebacker; Jacob Campbell, Honorable Mention Linebacker; and Chris Westfall, Coach of the Year; and

WHEREAS, the Southeastern Conference recognition went to Cameron Thompson, Derek Thomason and Matthew Moorer for First Team Offense; William Lynn, Tahj Chatman, Avery Keyon and Jacob Campbell for First Team Defense; and Tate Mackenzie, Kevin Carter, Ethan Richardson and Trevon Davis received Honorable Mention; and

WHEREAS, Chris Westfall, Lincoln High School Boys Varsity Football Head Coach was presented with the Michigan High School Football Coaches Association Regional Coach of the Year Award and;

NOW, THEREFORE BE IT RESOLVED AND PROCLAIMED, the Charter Township of Ypsilanti Board of Trustees on behalf of all our residents wishes to applaud the 2017 Lincoln High School Boys Varsity Football Team on their history making season. **Go Lincoln Railsplitters!**

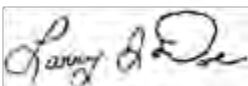
Dated and Signed This 5th Day of December, 2017



Brenda L. Stumbo, Supervisor



Karen Lovejoy Roe, Clerk



Larry J. Doe, Treasurer



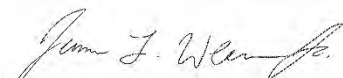
Stan Eldridge, Trustee



Heather Jarrell Roe, Trustee



Monica Ross Williams, Trustee



Jimmie Wilson, Jr., Trustee

Resolution No. 2017-31

Charter Township of Ypsilanti 2018 Fiscal Year Budget

WHEREAS the Township Supervisor has prepared and submitted to the Township Board the proposed budgets for calendar year 2018; and

WHEREAS the Township Board has advertised the tentative millage rates in the Washtenaw Legal News and held the public hearing on December 5, 2017 on the budget and the tentative millage rates pursuant to Section 16 of the Uniform Budgeting Accounting Act (Truth in Budgeting); and

WHEREAS the Township Board has reviewed the proposed tax rates and budgets;

NOW THEREFORE BE IT RESOLVED that the Charter Township of Ypsilanti Board of Trustees adopts the 2018 Fiscal Year Budget by cost center, as follows:

Expenditures:

General Fund - Fund 101

101	Township Board	\$	146,668
137	Due Process		300,000
171	Supervisor		274,242
201	Accounting		301,480
202	Independent Auditing		32,000
209	Assessing		435,418
210	Legal Services		207,310
215	Clerk		587,997
227	Human Resources		191,750
247	Board of Review		2,055
253	Treasurer		362,464
265	Building Operations		534,050
266	Computer Support		557,277
267	General Services		185,100
371	Community Development		199,576
400	Planning Commission		6,873
410	Zoning Board of Appeals		3,345
446	Highways and Streets		385,922
762	RSD Administration		66,948
774	RSD Park and Grounds		640,695
780	RSD Storm Water Management		25,000
851	Fringes and Insurance		7,950
950	Community Stabilization		1,136,000
956	Other Functions		859,791
970	Capital Outlay		79,500
999	Other Financing Uses		870,000
Total General Fund Expenditure by Department:			\$ 8,399,411

Fire Department - Fund 206

206	Fire Department	\$	3,576,104
220	Civil Service Commission		12,520
852	Pension and Insurance		1,412,536
970	Capital Outlay		169,752
975	Federal Grant Department		-
Total Fire Department Fund by Department			\$ 5,170,912

Parks Commission - Fund 208

Total: \$ 7,473

Bike Path, Sidewalk, Recreation, Roads, Operations - Fund 212

212	BSR II-Operations	\$	791,320
230	BSR II-Recreation		0
584	BSR II-Golf Course		0
970	Capital Outlay		0
991	Debt Service		666,250
Total BSR II Fund by Department			\$ 1,457,570

Environmental Services - Fund 226	Total:	<u>\$ 2,764,357</u>
Recreation - Fund 230	Total:	<u>\$ 821,469</u>
14B Court - Fund 236	Total:	<u>\$ 1,903,845</u>
Housing & Business Inspection - Fund 248	Total:	<u>\$ 326,854</u>
Building Department - Fund 249	Total:	<u>\$ 706,603</u>
Local Development Finance Authority - Fund 250	Total:	<u>\$ 120,609</u>
Hydro Station - Fund 252	Total:	<u>\$ 604,275</u>
Law Enforcement - Fund 266		
301 Sheriff Services		\$ 6,906,991
304 Ordinance		362,237
Total Law Enforcement Fund by Department	Total:	<u>\$ 7,269,228</u>
Debt Fund Series B Bonds - Fund 397	Total:	<u>\$ 530,600</u>
Debt 2006 Bond - Fund 398	Total:	<u>\$ 231,600</u>
Capital Improv-Seaver Infrastr - Fund 498	Total:	<u>\$ 331,085</u>
Golf Course - Fund 584	Total:	<u>\$ 744,501</u>
Compost - Fund 590	Total:	<u>\$ 463,823</u>
Motor Pool - Fund 595	Total:	<u>\$ 248,232</u>
Nuisance Abatement - Fund 893	Total:	<u>\$ 28,097</u>
	Grand Total:	<u>\$ 32,130,544</u>

Revenues:

Revenues		\$ 8,477,840
Transfer-in		-
Appropriation of prior year fund balance		-
General Fund - 101	Total:	<u>\$ 8,477,840</u>
Revenues		\$ 5,133,269
Transfer-in		-
Appropriation of prior year fund balance		37,643
Fire Department Fund - 206	Total:	<u>\$ 5,170,912</u>
Revenues		\$ 7,500
Transfer-in		-
Appropriation of prior year fund balance		-
Parks Commission Fund - 208	Total:	<u>\$ 7,500</u>

Revenues	\$	1,193,758	
Transfer-in		333,000	
Appropriation of prior year fund balance		-	
Bike Path, Sidewalk, Recreation, Roads, Operations - 212	Total:	\$	1,526,758
Revenues	\$	2,556,134	
Transfer-in		-	
Appropriation of prior year fund balance		208,223	
Environmental Services Fund - 226	Total:	\$	2,764,357
Revenues	\$	313,950	
Transfer-in		507,519	
Appropriation of prior year fund balance		-	
Recreation Fund - 230	Total:	\$	821,469
Revenues	\$	1,979,900	
Transfer-in		-	
Appropriation of prior year fund balance		-	
14B Court - 236	Total:	\$	1,979,900
Revenues	\$	271,500	
Transfer-in		-	
Appropriation of prior year fund balance		55,354	
Building Rental Inspection Fund - 248	Total:	\$	326,854
Revenues	\$	762,300	
Transfer-in		-	
Appropriation of prior year fund balance		-	
Building Department Fund - 249	Total:	\$	762,300
Revenues	\$	120,709	
Transfer-in		-	
Appropriation of prior year fund balance		-	
Local Development Finance Authority Fund - 250	Total:	\$	120,709
Revenues	\$	389,500	
Transfer-in		-	
Appropriation of prior year fund balance		214,775	
Hydro Station Fund - 252	Total:	\$	604,275
Revenues	\$	7,061,764	
Transfer-in		-	
Appropriation of prior year fund balance		207,464	
Law Enforcement Fund- 266	Total:	\$	7,269,228
Revenues	\$	-	
Transfer-in		537,000	
Appropriation of prior year fund balance		-	
Debt Fund Series B Bonds - 397	Total:	\$	537,000
Revenues	\$	-	
Transfer-in		451,694	
Appropriation of prior year fund balance		-	
Debt 2006 Bond Fund - Fund 398	Total:	\$	451,694
Revenues	\$	500	
Transfer-in		-	
Appropriation of prior year fund balance		330,585	
Capital Improv-Seaver Infrastr - Fund 498	Total:	\$	331,085

Revenues	\$	500,700	
Transfer-in		193,801	
Appropriation of prior year fund balance		50,000	
Golf Course Fund - 584	Total:	\$	744,501
Revenues	\$	458,514	
Transfer-in		-	
Appropriation of prior year fund balance		5,309	
Compost Site Fund - 590	Total:	\$	463,823
Revenues	\$	237,720	
Transfer-in		-	
Appropriation of prior year fund balance		10,512	
Motorpool Fund - 595	Total:	\$	248,232
Revenues	\$	28,100	
Transfer-in		-	
Appropriation of prior year fund balance		-	
Nuisance Abatement Fund - 893	Total:	\$	28,100
Grand Total:		\$	32,636,537

Levied Property Tax Revenues and Rates:

<u>Operating</u>	<u>Rate</u>	<u>Revenue</u>
General	1.0167	\$ 1,222,171
Fire Department	3.0962	\$ 3,721,930
Solid Waste	2.1351	\$ 2,566,595
Law Enforcement	5.8952	\$ 7,086,597
Bike Path, Sidewalk, Recreation, Roads, Operation	0.9966	\$ 1,198,009
Operating Total:	13.1398	\$ 15,795,302
<u>Debt</u>		
Fire Pension	1.2000	\$ 1,442,515
Debt Total:	1.2000	\$ 1,442,515
Grand Total:	14.3398	\$ 17,237,816

The Township will levy the 1% Tax Administration fee on property taxes collected by the Township Treasurer on behalf of other governmental units, as permitted by State Law.

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify the above resolution is a true and exact copy of Resolution No. 2017-31 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on December 5, 2017.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

Zimbra**Istanfield@ytown.org**

Re: Rate increases at Green Oaks GC

From : Karen Lovejoy Roe Mon, Dec 04, 2017 11:11 AM
<klovejoyroe@ytown.org>

Subject : Re: Rate increases at
Green Oaks GC

To : Mittie <Mitster@aol.com>

Cc : Lisa Stanfield
<Istanfield@ytown.org>

Hello Mittie,

Thank you for your email. I will include it as part of the record for the Tuesday, Dec. 5th board meeting minutes. I will also share with all our board members. Thank you for taking the time to attend our meeting and for your comments. Your input is appreciated. Take care, Karen

----- Original Message -----

From: "Mittie" <Mitster@aol.com>

To: "Brenda Stumbo" <bstumbo@ytown.org>

Cc: "Karen Lovejoy Roe"

<klovejoyroe@ytown.org>, "Larry Doe"
<ldoe@ytown.org>

Sent: Sunday, December 3, 2017 10:42:24 PM

Subject: Re: Rate increases at Green Oaks GC

Brenda,

I appreciate the opportunity given to the residents of Ypsilanti township to speak during

public comments at board meetings. I'm requesting that this email please be read at the December 5, 2017, meeting.

Due to a prior commitment, I'm unable to attend.

At the last meeting the proposed price increases for Green Oaks was tabled till the next meeting.

Upon hearing our concerns, feedback from some board members and attempting to find a win win situation for the golf course and the residents. Kirk Sherwood, Director of Golf has proposed a 5 day senior rate of \$525 and non senior rate of \$575 offering a discount rate for senior members even though it includes a \$25 increase. As most golf courses offer senior discount membership rates, I believe this is a good compromise as the golf course moves forward. Since there was no proposal to increase 7 day rates there was no discussion to offer senior rates for 7 day memberships. This may be something that needs to be address in the future. As a senior resident, I appreciate Kirk considering members input as he continues to look for ways to improve revenue at Green Oaks.

In May 2014 our golf carts were grandfathered in for storage at the rate of \$250.

My husband and I appreciate the opportunity to use this service and are in agreement with the \$50 increase for 2018.

Last but not least, I'd like to thank the Green Oaks clubhouse staff. A special shout out to the Monday crew, Darcy Slaven and Cade Hines.

Our ladies league appreciated how welcoming they made us feel, always going the extra mile. We hope to return next year and look forward to seeing Darcy and Cade.

Thank you for reading and listening to my concerns.

Best regards,

Mittie McMaster
1180 E Forest Ave
Ypsilanti, Mi 48198

Sent from Mittie's ipad

--

Karen Lovejoy Roe

Clerk

Charter Township of Ypsilanti

7200 S. Huron River Dr.

Ypsilanti, MI 48197

734.484.4700

[<mailto:klovejoyroe@ytown.org> |

klovejoyroe@ytown.org]

For Ypsilanti Township News go to

[<http://ytown.org/> | ytown.org]

**CHARTER TOWNSHIP OF YPSILANTI
2017 BUDGET AMENDMENT #17**

December 5, 2017

101 - GENERAL OPERATIONS FUND

Total Increase \$1,579.00

Request to increase budget for PTO payout request over the budgeted 32 hours, an additional 72 hours to be paid at 75%. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$1,579.00
		Net Revenues	<u><u>\$1,579.00</u></u>
Expenditures:	HR Salaries pay out -PTO	101-227-000-708.004	\$1,467.00
	FICA	101-227-000-715.000	\$112.00
		Net Expenditures	<u><u>\$1,579.00</u></u>

Request to increase budget and create a new line to allow for a transfer into the General Fund from the State Grant Fund. The State Grant Fund has not been used since 2008. The funds that are remaining belong to the General Fund. I am requesting to close the State Grant Fund in the amount of \$18,517.15 plus any interest earned (anticipating \$13.85 for November) and transfer to the General Fund. This will increase the revenue and decrease the amount appropriated to prior year fund balance.

Revenues:	Transfer In: State Grant Funds	101-000-000-697.010	\$18,531.00
	Prior Year Fund Balance	101-000-000-699.000	<u><u>(\$18,531.00)</u></u>
		Net Revenues	<u><u>\$0.00</u></u>

280 STATE GRANT FUND

Total Increase \$18,531.00

Request to increase budget and create a new line to allow for a transfer from the State Grant Fund into the General Fund. The State Grant Fund has not been used since 2008. The funds that are remaining belong to the General Fund. I am requesting to close the State Grant Fund in the amount of \$18,517.15 plus any interest earned (anticipating \$13.85 for November) and transfer to the General Fund. This will be funded from an appropriated to prior year fund balance.

Revenues:	Prior Year Fund Balance	280-000-000-699.000	\$18,531.00
		Net Revenues	<u><u>\$18,531.00</u></u>
Expenditures:	Transfer Out to: General Fund	280-970-000-969.101	\$18,531.00
		Net Expenditures	<u><u>\$18,531.00</u></u>

Motion to Amend the 2017 Budget (#17):

Move to increase the General Fund budget by \$1,579 to \$11,174,306 and approve the department line item changes as outlined.

Move to increase the State Grant Fund by \$18,531 to \$18,531 and approve the department line item changes as outlined.

CHARTER TOWNSHIP OF YPSILANTI

Resolution No.2017-11

Adoption of Housing Affordability and Economic Equity - Analysis for Washtenaw County

WHEREAS the Washtenaw County Office of Community and Economic Development undertook an analysis of housing market conditions throughout the community, with support from the City of Ann Arbor, the U.S. Department of Housing and Urban Development and the Ann Arbor Downtown Development Authority; and

WHEREAS the report from that analysis provides information from stakeholder interviews, surveys, and data analysis describing a widening imbalance in the housing markets of Washtenaw County, and particularly the urbanized area; and

WHEREAS the report provides findings as well as targets and implementation strategies that can be considered to improve the balance of markets and the access of lower income households throughout the community; and

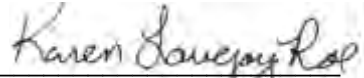
WHEREAS the Ypsilanti Township Board of Trustees is committed to promoting those policies that create resiliency, promote equity and improve opportunity for households of all income levels throughout the County.

NOW THEREFORE BE IT RESOLVED that Ypsilanti Township hereby adopts the Housing Affordability and Equity - Analysis for Washtenaw County; and

BE IT FURTHER RESOLVED that the Board of Trustees commits to advancing the goals of this analysis to promote balance in the County's housing market through policy and resource allocations, partnerships and collaborations throughout the County and through a goal of providing services to all County residents, inclusive of the most vulnerable; and

BE IT FURTHER RESOLVED that the Board of Trustees reaffirms the adoption and implementation of the 2015 Housing Affordability and Economic Equity- Analysis for Washtenaw County.

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify the above resolution is a true and exact copy of Resolution No. 2017-11 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on December 5, 2017.


Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

Charter Township of Ypsilanti

Resolution 2017-32

RESOLUTION TO ADOPT THE ANNUAL EXEMPTION OPTION AS SET FORTH IN 2011 PUBLIC ACT 152, THE PUBLICLY FUNDED HEALTH INSURANCE CONTRIBUTION ACT

WHEREAS, 2011 Public Act 152 (the "Act") was passed by the State Legislature and signed by the Governor on September 24, 2011;

WHEREAS, the Act contains three options for complying with the requirements of the Act;

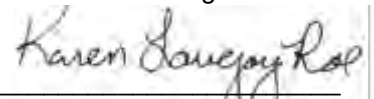
WHEREAS, the three options are as follows:

- 1) Section 3 - "Hard Caps" Option - limits a public employer's total annual health care costs for employees based on coverage levels, as defined in the Act;
- 2) Section 4 - "80%/20%" Option - limits a public employer's share of total annual health care costs to not more than 80%. This option requires an annual majority vote of the governing body;
- 3) Section 8 - "Exemption" Option - a local unit of government, as defined in the Act, may exempt itself from the requirements of the Act by an annual 2/3 vote of the governing body;

WHEREAS, the Charter Township of Ypsilanti Board of Trustees has decided to adopt the annual Exemption option as its choice of compliance under the Act;

NOW, THEREFORE, BE IT RESOLVED the Charter Township of Ypsilanti Board of Trustees of the Charter Township of Ypsilanti elects to comply with the requirements of 2011 Public Act 152, the Publicly Funded Health Insurance Contribution Act, by adopting the annual Exemption option for the medical benefit plan coverage year January 1, 2018 through December 31, 2018.

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify the above resolution is a true and exact copy of Resolution No. 2017-32 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on December 5, 2017.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

Exhibit A to Master Agreement

Purchase Agreement

This Purchase Agreement (this "Agreement") is dated as of November 27, 2017 between The Detroit Edison 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 28, 2013 (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 the Company to furnish, install, operate and maintain street lighting equipment as set forth below:

1. DTE Work Order Number:	48957073	
	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:	Along N Harris Rd between Michigan Ave & Holmes Rd in Ypsilanti Township, as more fully described on the map attached hereto as <u>Attachment 1</u> .	
3. Total number of lights to be installed:	32	
4. Description of Equipment to be installed (the " <u>Equipment</u> "):	Install (32) stock 39 watt Granville acorn LED fixtures with black housings mounted on stock 11'6" Mainstreet fiberglass fluted posts with concrete foundations.	
5. Estimated Total Annual Lamp Charges	<u>Ypsilanti Township:</u> 32 UG X \$293.48 per light = \$9,391.36	
6. Computation of Contribution in aid of Construction (" <u>CIAC Amount</u> ")	Total estimated construction cost, including labor, materials, and overhead:	\$198,344.51
	Credit for 3 years of lamp charges:	\$28,174.08
	CIAC Amount (cost minus revenue)	\$170,170.43
7. Payment of CIAC Amount:	Due promptly upon execution of this Agreement	
8. Term of Agreement	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.	
9. Does the requested Customer lighting design meet IESNA recommended practices?	(Check One) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If "No", Customer must sign below and acknowledge that the lighting design does not meet IESNA recommended practices Signature: <i>Brenda L. Stumbo / Karen Lovejoy Rec</i>	
10. Customer Address for Notices:	Charter Township of Ypsilanti 7200 S Huron River Dr Ypsilanti, MI 48197 Attn: Karen Lovejoy Roe	

11. 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. When replacement equipment or spare parts are installed from Customer's inventory, the Company will credit Customer in the amount of the then current material cost of Company standard street lighting equipment.

B. Customer will maintain an initial inventory of at least N/A posts and N/A luminaires and any other materials agreed to by Company and Customer, and will replenish the stock as the same are drawn from inventory. Costs of initial inventory are included in this Agreement. The Customer agrees to work with the Company to adjust inventory levels from time to time to correspond to actual replacement material needs. 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 such costs. Customer acknowledges that failure to maintain required inventory could result in extended outages due to SOM lead times.

C. The inventory will be stored at N/A. Access to the Customers 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. Customer shall name an authorized representative to contact regarding inventory: levels, access, usage, transactions, and provide the following contact information to the Company:

Name: N/A Title: N/A

Phone Number: N/A Email: N/A

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

D. In the event that SOM is damaged by a third party, the Company may (but is not required to) pursue a damage claim against such third party for collection of all labor and stock replacement value associated with the damage claim. Company will promptly notify Customer as to whether Company will pursue such claim.

E. In the event that SOM becomes obsolete or no longer manufactured, the Customer will be allowed to select new alternate SOM that is compatible with the Company's existing infrastructure.

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

12. Experimental Emerging Lighting Technology ("EELT") Terms:

All or a portion of the Equipment consists of EELT: (check one) YES NO

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

A. The annual billing lamp charges for the EELT equipment has been calculated by the Company are based upon the estimated energy and maintenance cost expected with the Customer's specific pilot project EELT equipment.

B. Upon the approval of any future MPSC Option I tariff for EELT street lighting equipment, the approved rate schedules will automatically apply for service continuation to the Customer under Option 1 Municipal Street Lighting Rate, as approved by the MPSC. The terms of this paragraph B replace in its entirety Section 7 of the Master Agreement with respect to any EELT equipment purchased under this Agreement.

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

Company:

The Detroit Edison Company

By: _____

Name: _____

Title: _____

Customer:

Charter Township of Ypsilanti

By: Brenda L. Stumbo / Karen Lovejoy Roe

Name: Brenda L. Stumbo / Karen Lovejoy Roe

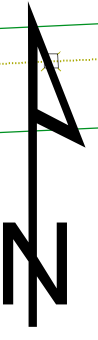
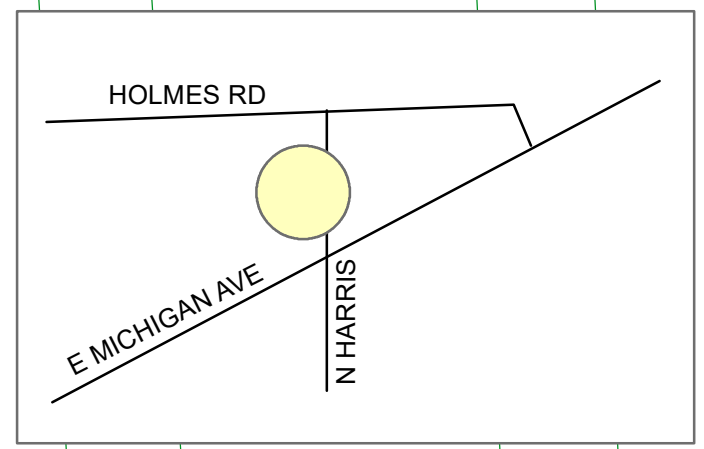
Title: Supervisor / Clerk

Attachment 1 to Purchase Agreement

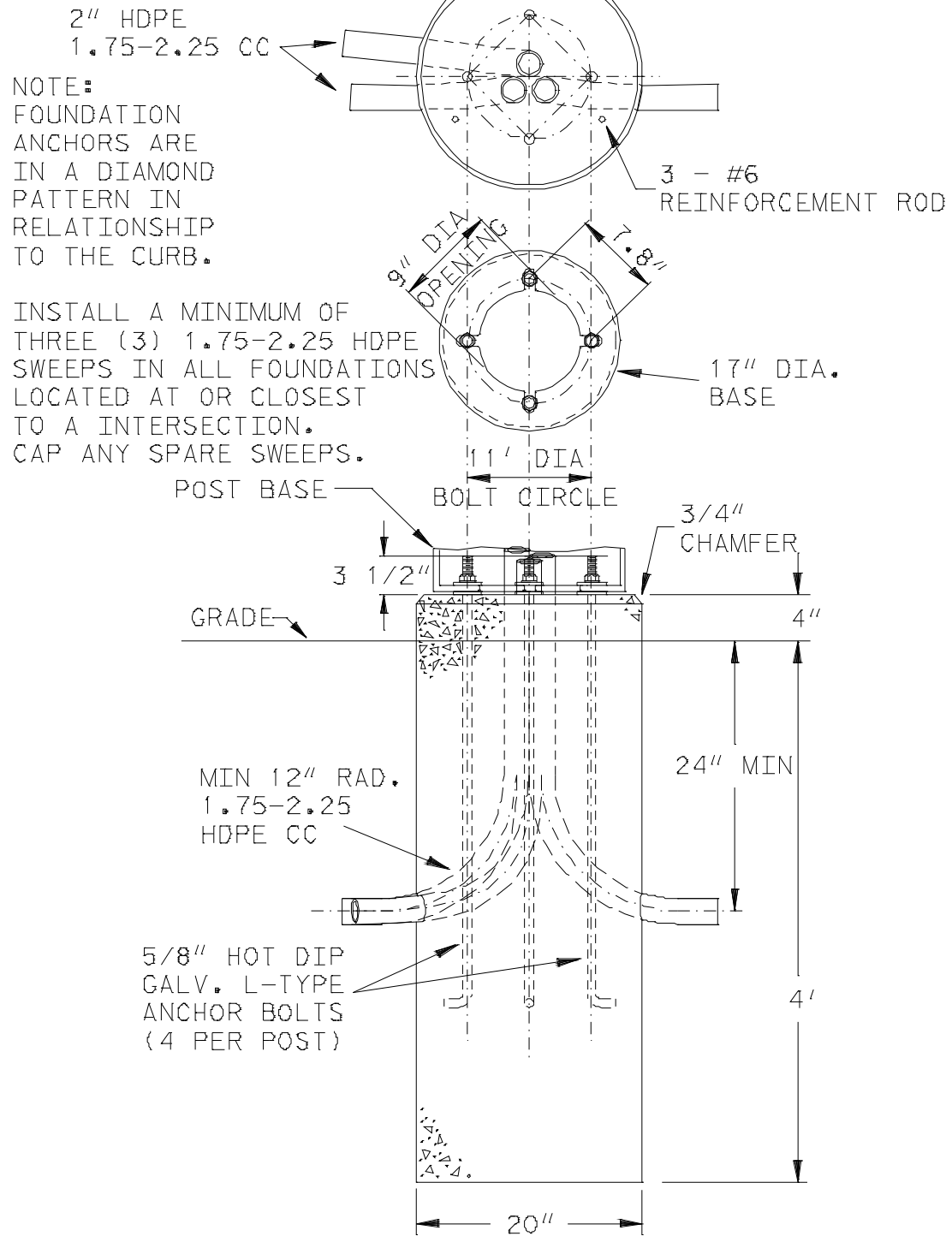
Map of Location

[To be attached]

WL 33:
AAB460
IN: UG CUBE TAP



CODE 16A FOUNDATION

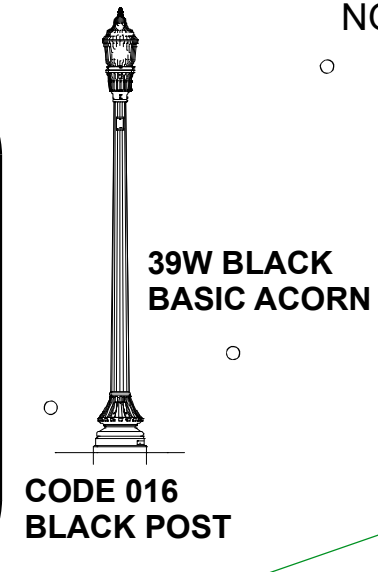


- WL 1:
IN: POST CODE 016
IN: FOUNDATION TYPE 16A CONCRETE
IN: UG MULTIPLE LED 39 LW ACORN
IN: UG PCLL
L 39 AFX528 -- 8727 YPSIL -- A230 -- 495 -- B
- WL 2:
IN: POST CODE 016
IN: FOUNDATION TYPE 16A CONCRETE
IN: UG MULTIPLE LED 39 LW ACORN
IN: UG PCLL
L 39 AFX517 -- 8727 YPSIL -- A230 -- 493 -- R
- WL 3:
IN: POST CODE 016
IN: FOUNDATION TYPE 16A CONCRETE
IN: UG MULTIPLE LED 39 LW ACORN
IN: UG PCLL
L 39 AFX516 -- 8727 YPSIL -- A230 -- 493 -- B
- WL 4:
IN: POST CODE 016
IN: FOUNDATION TYPE 16A CONCRETE
IN: UG MULTIPLE LED 39 LW ACORN
IN: UG PCLL
L 39 AFX513 -- 8727 YPSIL -- A230 -- 493 -- R
- WL 5:
IN: POST CODE 016
IN: FOUNDATION TYPE 16A CONCRETE
IN: UG MULTIPLE LED 39 LW ACORN
IN: UG PCLL
L 39 AFX527 -- 8727 YPSIL -- A230 -- 495 -- B
- WL 6:
IN: POST CODE 016
IN: FOUNDATION TYPE 16A CONCRETE
IN: UG MULTIPLE LED 39 LW ACORN
IN: UG PCLL
L 39 AFX528 -- 8727 YPSIL -- A230 -- 495 -- R
- WL 7:
IN: POST CODE 016
IN: FOUNDATION TYPE 16A CONCRETE
IN: UG MULTIPLE LED 39 LW ACORN
IN: UG PCLL
L 39 AFX529 -- 8727 YPSIL -- A230 -- 495 -- B
- WL 8:
IN: POST CODE 016
IN: FOUNDATION TYPE 16A CONCRETE
IN: UG MULTIPLE LED 39 LW ACORN
IN: UG PCLL
L 39 AFX530 -- 8727 YPSIL -- A230 -- 495 -- R
- WL 9:
IN: POST CODE 016
IN: FOUNDATION TYPE 16A CONCRETE
IN: UG MULTIPLE LED 39 LW ACORN
IN: UG PCLL
L 39 AFX519 -- 8727 YPSIL -- A230 -- 493 -- B
- WL 10:
IN: POST CODE 016
IN: FOUNDATION TYPE 16A CONCRETE
IN: UG MULTIPLE LED 39 LW ACORN
IN: UG PCLL
L 39 AFX518 -- 8727 YPSIL -- A230 -- 493 -- R
- WL 11:
IN: POST CODE 016
IN: FOUNDATION TYPE 16A CONCRETE
IN: UG MULTIPLE LED 39 LW ACORN
IN: UG PCLL
L 39 AFX531 -- 8727 YPSIL -- A230 -- 495 -- B
- WL 12:
IN: POST CODE 016
IN: FOUNDATION TYPE 16A CONCRETE
IN: UG MULTIPLE LED 39 LW ACORN
IN: UG PCLL
L 39 AFX532 -- 8727 YPSIL -- A230 -- 495 -- R
- WL 13:
IN: POST CODE 016
IN: FOUNDATION TYPE 16A CONCRETE
IN: UG MULTIPLE LED 39 LW ACORN
IN: UG PCLL
L 39 AFX533 -- 8727 YPSIL -- A230 -- 495 -- B
- WL 14:
IN: POST CODE 016
IN: FOUNDATION TYPE 16A CONCRETE
IN: UG MULTIPLE LED 39 LW ACORN
IN: UG PCLL
L 39 AFX534 -- 8727 YPSIL -- A230 -- 495 -- R
- WL 15:
IN: POST CODE 016
IN: FOUNDATION TYPE 16A CONCRETE
IN: UG MULTIPLE LED 39 LW ACORN
IN: UG PCLL
L 39 AFX523 -- 6001 YPSIL -- A230 -- 493 -- R
- WL 16:
IN: POST CODE 016
IN: FOUNDATION TYPE 16A CONCRETE
IN: UG MULTIPLE LED 39 LW ACORN
IN: UG PCLL
L 39 AFX523 -- 6001 YPSIL -- A230 -- 493 -- R
- WL 17:
IN: POST CODE 016
IN: FOUNDATION TYPE 16A CONCRETE
IN: UG MULTIPLE LED 39 LW ACORN
IN: UG PCLL
L 39 AFX522 -- 6001 YPSIL -- A230 -- 493 -- B
- WL 18:
IN: POST CODE 016
IN: FOUNDATION TYPE 16A CONCRETE
IN: UG MULTIPLE LED 39 LW ACORN
IN: UG PCLL
L 39 AFX535 -- 6001 YPSIL -- A230 -- 495 -- R
- WL 19:
IN: POST CODE 016
IN: FOUNDATION TYPE 16A CONCRETE
IN: UG MULTIPLE LED 39 LW ACORN
IN: UG PCLL
L 39 AFX536 -- 6001 YPSIL -- A230 -- 495 -- B
- WL 20:
IN: POST CODE 016
IN: FOUNDATION TYPE 16A CONCRETE
IN: UG MULTIPLE LED 39 LW ACORN
IN: UG PCLL
L 39 AFX537 -- 6001 YPSIL -- A230 -- 495 -- R
- WL 21:
IN: POST CODE 016
IN: FOUNDATION TYPE 16A CONCRETE
IN: UG MULTIPLE LED 39 LW ACORN
IN: UG PCLL
L 39 AFX538 -- 6001 YPSIL -- A230 -- 495 -- B
- WL 22:
IN: POST CODE 016
IN: FOUNDATION TYPE 16A CONCRETE
IN: UG MULTIPLE LED 39 LW ACORN
IN: UG PCLL
L 39 AFX539 -- 6001 YPSIL -- A230 -- 495 -- R
- WL 23:
IN: POST CODE 016
IN: FOUNDATION TYPE 16A CONCRETE
IN: UG MULTIPLE LED 39 LW ACORN
IN: UG PCLL
L 39 AFX540 -- 6001 YPSIL -- A230 -- 495 -- B
- WL 24:
IN: POST CODE 016
IN: FOUNDATION TYPE 16A CONCRETE
IN: UG MULTIPLE LED 39 LW ACORN
IN: UG PCLL
L 39 AFX541 -- 6001 YPSIL -- A230 -- 495 -- R
- WL 25:
IN: POST CODE 016
IN: FOUNDATION TYPE 16A CONCRETE
IN: UG MULTIPLE LED 39 LW ACORN
IN: UG PCLL
L 39 AFX542 -- 6001 YPSIL -- A230 -- 495 -- B
- WL 26:
IN: POST CODE 016
IN: FOUNDATION TYPE 16A CONCRETE
IN: UG MULTIPLE LED 39 LW ACORN
IN: UG PCLL
L 39 AFX543 -- 6001 YPSIL -- A230 -- 495 -- R
- WL 27:
IN: POST CODE 016
IN: FOUNDATION TYPE 16A CONCRETE
IN: UG MULTIPLE LED 39 LW ACORN
IN: UG PCLL
L 39 AFX544 -- 6001 YPSIL -- A230 -- 495 -- B
- WL 28:
IN: POST CODE 016
IN: FOUNDATION TYPE 16A CONCRETE
IN: UG MULTIPLE LED 39 LW ACORN
IN: UG PCLL
L 39 AFX545 -- 6001 YPSIL -- A230 -- 495 -- B
- WL 29:
IN: POST CODE 016
IN: FOUNDATION TYPE 16A CONCRETE
IN: UG MULTIPLE LED 39 LW ACORN
IN: UG PCLL
L 39 AFX525 -- 6001 YPSIL -- A230 -- 493 -- B
- WL 30:
IN: POST CODE 016
IN: FOUNDATION TYPE 16A CONCRETE
IN: UG MULTIPLE LED 39 LW ACORN
IN: UG PCLL
L 39 AFX514 -- 8727 YPSIL -- A230 -- 493 -- B
- WL 31:
IN: POST CODE 016
IN: FOUNDATION TYPE 16A CONCRETE
IN: UG MULTIPLE LED 39 LW ACORN
IN: UG PCLL
L 39 AFX515 -- 8727 YPSIL -- A230 -- 493 -- B
- WL 32:
IN: POST CODE 016
IN: FOUNDATION TYPE 16A CONCRETE
IN: UG MULTIPLE LED 39 LW ACORN
IN: UG PCLL
L 39 AFX520 -- 8727 YPSIL -- A230 -- 493 -- R



LEGEND

- SET NEW POLE
- CABLE POLE / RISER
- POSITION OF SWEEP UP CABLE POLE
- BURIED PRIMARY CABLE (ALL VOLTAGES)
- BURIED SECONDARY CABLE
- SINGLE DUCT OCCUPIED
- DOUBLE DUCT - OCCUPIED
- SINGLE DUCT-TO BLIND END FOR FUTURE USE
- PAD-MOUNTED TRANSFORMER
- DIRECTION OF TRANSFORMER DOOR OPENING
- GUARD POST
- P.S.C PRIMARY SWITCH CABINET
- S.C.C SEPARABLE CONNECTION CABINET



Streetlight Billing Summary
A230 - YPSILANTI TWP OF

6001 YPSIL	IN	4	*493
6001 YPSIL	IN	10	*495
8727 YPSIL	IN	9	*493
8727 YPSIL	IN	9	*495

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Trench-Bore Summary

Type	ST	LT	BORE	IN	CONDUIT	E	Length
34							5790
Total =							5790

Cable Summary

Type	IR	#2	ALX2	-	#4	ALX1	Legacy Stock #/SAP #	Length
							713-0878/100075024	6178

Created on: 11/14/2017 11:25:53 AM

Streetlight Billing Summary
A230 - YPSILANTI TWP OF

6001 YPSIL	IN	4	*493
6001 YPSIL	IN	10	*495
8727 YPSIL	IN	9	*493
8727 YPSIL	IN	9	*495

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DTE Energy

DTE Electric - Distribution Engineering and Planning

Service Planner: O'Dea, Charlotte A
Phone: 734.397.4307

Work Order # 49103052
GIS-DSN 49103053
Circuit #1 49103062
Circuit #2 49103063

Supervisor: Brian R Kinnick
Service Center: ANN
Worksite City: MOTT 8107
Worksite Twp: YPSILANTI
County: Washtenaw

Planning Engineer: 734.397.4024

Work Order Description: SL - NBUS - 32 UG - Harris Rd btwn Michigan & Holmes - Ypsilanti Twp

Ver 1 | Plot Date 11/17/2017 | Scale NTS | Town 03S | Range 07E | Section 02

PWO# 46470076 17 X 22

Exhibit A to Master Agreement

Purchase Agreement

This Purchase Agreement (this "Agreement") is dated as of November 28, 2017 between The Detroit Edison 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 28, 2013 (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 the Company to furnish, install, operate and maintain street lighting equipment as set forth below:

1. DTE Work Order Number:	48227260	
	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:	Along Veterans Memorial Dr and in the parking lots at Ypsilanti Township Civic Center at 7200 S Huron River Dr, as more fully described on the map attached hereto as <u>Attachment 1</u> .	
3. Total number of lights to be installed:	31	
4. Description of Equipment to be installed (the " <u>Equipment</u> "):	<p>Install (27) new stock 135 watt Autobahn LED fixtures with black housings mounted on (23) stock 30' black steel davit arm poles with concrete foundations. Nineteen of the poles to be installed are stock black single Code 06B poles. Four of the poles to be installed are stock grey twin Code 87 poles and are to be painted black. Two of the Code 87 pole foundations to be installed in the parking lot area will require high band foundations.</p> <p>Install (4) new stock 60 watt Granville acorn LED fixtures with black housings to be mounted on (4) new stock 11'-6" black fiberglass fluted posts with concrete foundations to light the pathway near the Township building.</p> <p>Remove all existing Ypsilanti Township owned posts and fixtures along Veterans Memorial Dr and in the parking lots at Ypsilanti Township Civic Center.</p>	
5. Estimated Total Annual Lamp Charges	\$9,504.27	
6. Computation of Contribution in aid of Construction (" <u>CIAC Amount</u> ")	Total estimated construction cost, including labor, materials, and overhead:	\$158,534.82
	Credit for 3 years of lamp charges:	\$28,512.81
	CIAC Amount (cost minus revenue)	\$130,022.01
7. Payment of CIAC Amount:	Due promptly upon execution of this Agreement	
8. Term of Agreement	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>9. Does the requested Customer lighting design meet IESNA recommended practices?</p>	<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: center;">Signature: <i>Brenda L. Stumbo / Karen Lovejoy Roe</i></p>
<p>10. Customer Address for Notices:</p>	<p>Charter Township of Ypsilanti 7200 S Huron River Dr Ypsilanti, MI 48197 Attn: Karen Lovejoy Roe</p>

11. 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. When replacement equipment or spare parts are installed from Customer's inventory, the Company will credit Customer in the amount of the then current material cost of Company standard street lighting equipment.

B. Customer will maintain an initial inventory of at least N/A posts and N/A luminaires and any other materials agreed to by Company and Customer, and will replenish the stock as the same are drawn from inventory. Costs of initial inventory are included in this Agreement. The Customer agrees to work with the Company to adjust inventory levels from time to time to correspond to actual replacement material needs. 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 such costs. Customer acknowledges that failure to maintain required inventory could result in extended outages due to SOM lead times.

C. The inventory will be stored at N/A. Access to the Customers 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. Customer shall name an authorized representative to contact regarding inventory: levels, access, usage, transactions, and provide the following contact information to the Company:

Name: N/A Title: N/A

Phone Number: N/A Email: N/A

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

D. In the event that SOM is damaged by a third party, the Company may (but is not required to) pursue a damage claim against such third party for collection of all labor and stock replacement value associated with the damage claim. Company will promptly notify Customer as to whether Company will pursue such claim.

E. In the event that SOM becomes obsolete or no longer manufactured, the Customer will be allowed to select new alternate SOM that is compatible with the Company's existing infrastructure.

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

12. Experimental Emerging Lighting Technology ("EELT") Terms:

All or a portion of the Equipment consists of EELT: (check one) YES NO

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

A. The annual billing lamp charges for the EELT equipment has been calculated by the Company are based upon the estimated energy and maintenance cost expected with the Customer's specific pilot project EELT equipment.

B. Upon the approval of any future MPSC Option I tariff for EELT street lighting equipment, the approved rate schedules will automatically apply for service continuation to the Customer under Option 1 Municipal Street Lighting Rate, as approved by the MPSC. The terms of this paragraph B replace in its entirety Section 7 of the Master Agreement with respect to any EELT equipment purchased under this Agreement.

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

Company:

The Detroit Edison Company

By: _____

Name: _____

Title: _____

Customer:

Charter Township of Ypsilanti

By: *[Signature]*

Name: Brenda L. Stumbo / Karen Lovjoy Roe

Title: Supervisor / Clerk

Dec. 6, 2017

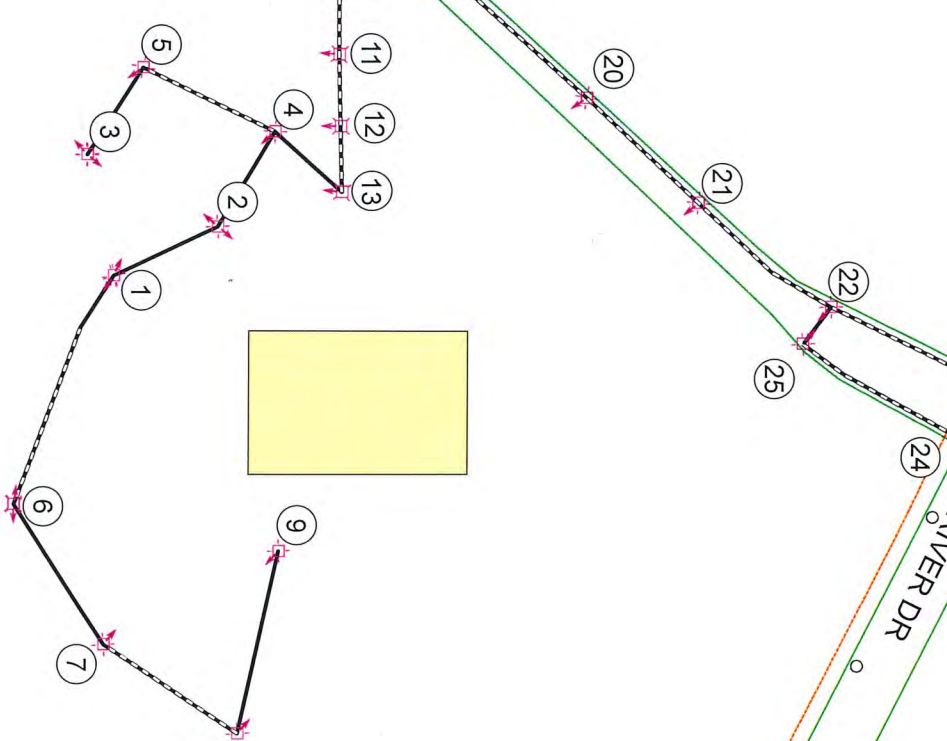
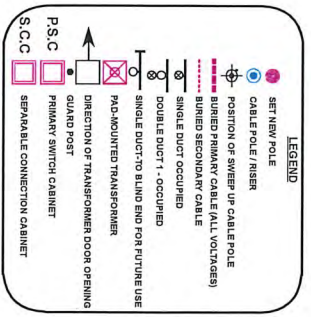
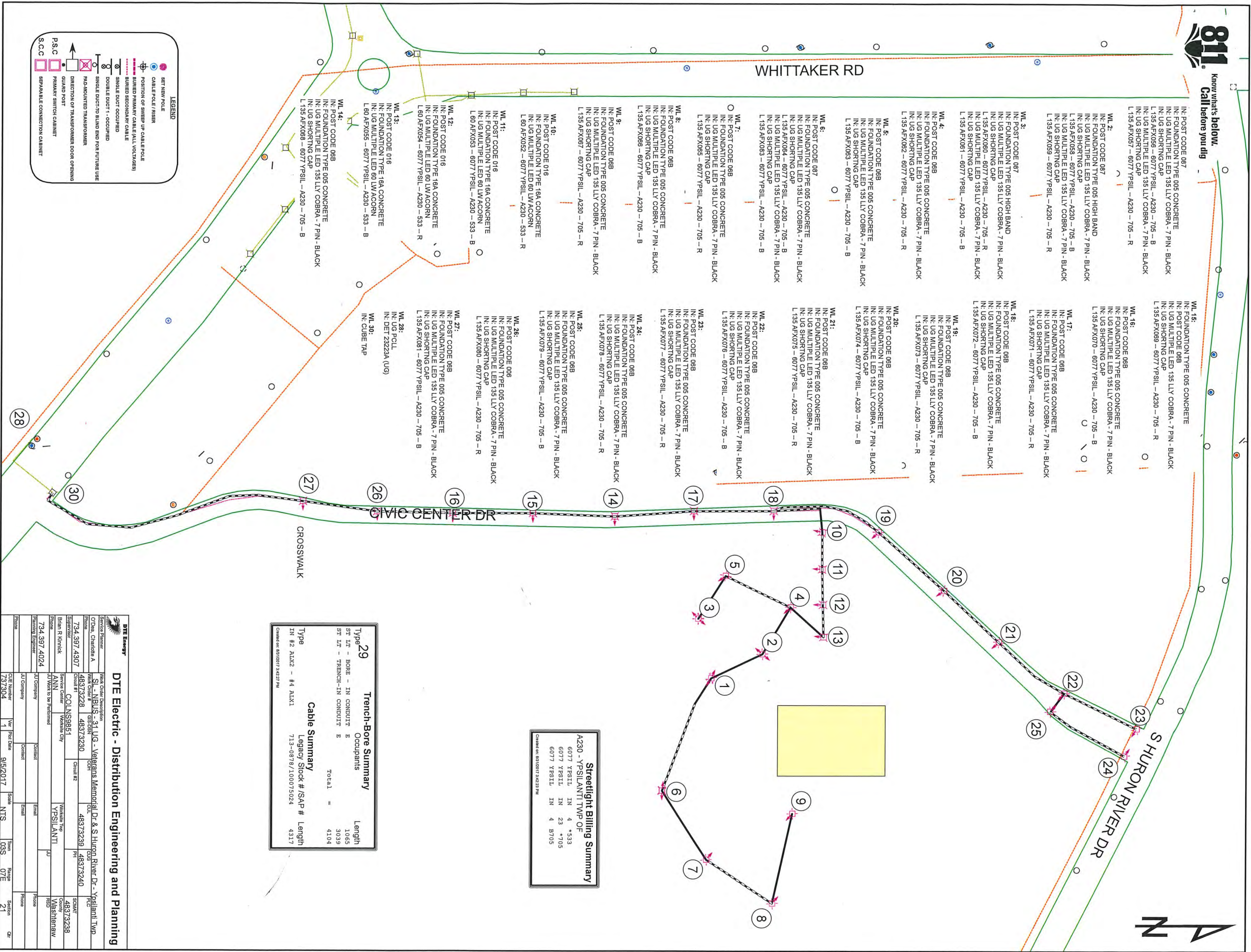
Attachment 1 to Purchase Agreement

Map of Location

[To be attached]



Know what's Below.
Call before you dig.



Streetlight Billing Summary

A230 - YPSILANTI TWP OF

6077 YPSIL	IN	4	*533
6077 YPSIL	IN	23	*705
6077 YPSIL	IN	4	8705

CHANGED ON 8/31/2017 14:22:37 PM

Trench-Bore Summary

Type	Length
SR LR - BORE - IN CONDUIT E	1065
SR LR - TRENCH-IN CONDUIT E	3039
Total =	4104

Cable Summary

Type	Length
IN #2 ALX2 - #4 ALX1	713
Legacy Stock # /SAP #	100075024
	4317

CHANGED ON 8/31/2017 14:22:37 PM

DTE Electric - Distribution Engineering and Planning

Project Description	SL - NBUS - 31 UG - Veterans Memorial Dr & Huron River Dr - Ypsilanti Twp		
Client	City of Ypsilanti	City	Ypsilanti, MI
Project Manager	SL - NBUS - 31 UG - Veterans Memorial Dr & Huron River Dr - Ypsilanti Twp	City	Ypsilanti, MI
Project Number	734,397,4307	City	Ypsilanti, MI
Project Engineer	ANN	City	Ypsilanti, MI
Project Designer	ANN	City	Ypsilanti, MI
Project Checker	ANN	City	Ypsilanti, MI
Project Approver	ANN	City	Ypsilanti, MI
Project Date	9/5/2017	City	Ypsilanti, MI
Project Status	NTS	City	Ypsilanti, MI
Project Scale	1" = 300'	City	Ypsilanti, MI
Project Location	Ypsilanti, MI	City	Ypsilanti, MI

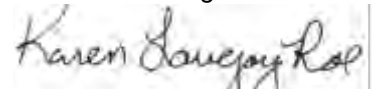
CHARTER TOWNSHIP OF YPSILANTI

Resolution No. 2017-33

ADOPTION OF REGULAR BOARD MEETING DATES FOR THE 2018 CALENDAR YEAR

NOW THEREFORE, BE IT RESOLVED that the attached schedule of dates and times be adopted for the Charter Township of Ypsilanti for the 2018 calendar year.

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify the above resolution is a true and exact copy of Resolution No. 2017-33 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on December 5, 2017.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

**CHARTER TOWNSHIP OF YPSILANTI
BOARD OF TRUSTEES**

SCHEDULE OF MEETINGS FOR 2018

Work Session 5:00 p.m. Civic Center Board Room	Regular Meeting 7:00 p.m. Civic Center Board Room
--	---

In 2018, the Township Board will meet on the 1st and 3rd Tuesday of each month in February, March, April, May, October, and December and on the 3rd Tuesday of each month in January, June, July, August, September and November.

Tuesday January 16, 2018

Tuesday February 6, 2018
Tuesday February 20, 2018

Tuesday March 6, 2018
Tuesday March 20, 2018

Tuesday April 3, 2018
Tuesday April 17, 2018

Tuesday May 1, 2018
Tuesday May 15, 2018

Tuesday June 19, 2018*

Tuesday July 17, 2018*

Tuesday August 21, 2018*

Tuesday September 18, 2018*

Tuesday October 2, 2018
Tuesday October 16, 2018

Tuesday November 20, 2018

Tuesday December 4, 2018
Tuesday December 18, 2018

All meetings are held at the Ypsilanti Township Civic Center Building, 7200 S. Huron River Drive, Ypsilanti Township

Special Meetings may be called with 24-hour notification.

Pre-approval of Statements and Checks is authorized when no Board Meeting is held, with formal approval at the next regularly scheduled meeting, contingent on Board Members review and no objection.

*Board members should plan to reserve the first Tuesday of June, July, August and September in case a Special Meeting needs to be scheduled.

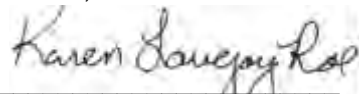
CHARTER TOWNSHIP OF YPSILANTI

RESOLUTION NO. 2017-34

ADOPTION OF ROBERT'S RULES OF ORDER

NOW THEREFORE, BE IT RESOLVED that Robert's Rules of Order shall be adopted by the Charter Township of Ypsilanti Board of Trustees for the 2018 calendar year.

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify the above resolution is a true and exact copy of Resolution No. 2017-34 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on December 5, 2017.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

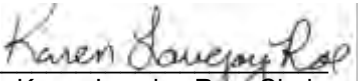
CHARTER TOWNSHIP OF YPSILANTI

RESOLUTION NO. 2017-35

**DESIGNATION OF DEPOSITORIES
FOR 2018**

NOW THEREFORE, BE IT RESOLVED that Bank of Ann Arbor-Ypsilanti Office, Comerica Bank, Charter One, Ann Arbor State Bank, Fifth Third Bank, Chase Bank, P&C Bank, United Bank & Trust, Fidelity Bank, Huntington National Bank, Key Bank and TCF Bank and their successors be designated depositories for all Charter Township of Ypsilanti funds and securities for the 2018 calendar year.

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify the above resolution is a true and exact copy of Resolution No. 2017-35 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on December 5, 2017.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

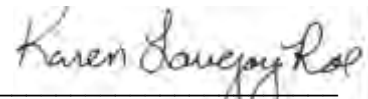
CHARTER TOWNSHIP OF YPSILANTI

RESOLUTION NO. 2017-36

DESIGNATION OF NEWSPAPER OF CIRCULATION

NOW THEREFORE, BE IT RESOLVED that Washtenaw Legal and MLive/AnnArbor.com be designated as the newspapers of general circulation for the Charter Township of Ypsilanti advertisements and publications for the 2018 calendar year.

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify the above resolution is a true and exact copy of Resolution No. 2017-36 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on December 5, 2017.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

Closed Session Minutes

- A. The December 5, 2017 Closed Session Minutes will be distributed to Board Members prior to the meeting.

Supervisor
BRENDA L. STUMBO
Clerk
KAREN LOVEJOY ROE
Treasurer
LARRY J. DOE
Trustees
STAN ELDRIDGE
HEATHER ROE
MONICA ROSS-WILLIAMS
JIMMIE WILSON



ACCOUNTING DEPT

7200 S. Huron River Drive
Ypsilanti, MI 48197
Phone: (734) 484-3702
Fax: (734) 484-5154

Charter Township of Ypsilanti

STATEMENTS AND CHECKS

DECEMBER 19, 2017 BOARD MEETING

ACCOUNTS PAYABLE CHECKS -	\$	1,007,943.35
HAND CHECKS -	\$	202,998.41
CREDIT CARD PURCHASES-	\$	<u>6,131.73</u>
GRAND TOTAL -	\$	1,217,073.49

Choice Health Care Deductible – NOV. 2017

ACH EFT -	\$	28,011.22
ADMIN FEE -	\$	1,200.00 (OCT)

Check Date	Check	Vendor Name	Amount
Bank AP AP			
12/19/2017	177293	A & R TOTAL CONSTRUCTION, INC.	243.78
12/19/2017	177294	AAATA	150.06
12/19/2017	177295	ALLGRAPHICS CORPORATION	28.75
12/19/2017	177296	ALLIED SUBSTANCE ABUSE	76.00
12/19/2017	177297	AMAZON CAPITAL SERVICES	90.97
12/19/2017	177298	ANN ARBOR CLEANING SUPPLY	37.56
12/19/2017	177299	APPLIED IMAGING	2,661.51
12/19/2017	177300	ATCHINSON FORD	777.35
12/19/2017	177301	AUTO VALUE YPSILANTI	236.73
12/19/2017	177302	BASLER ELECTRIC COMPANY	5,950.16
12/19/2017	177303	BRENDA STUMBO	210.36
12/19/2017	177304	BUTZEL LONG	105.00
12/19/2017	177305	CHELSEA BRODFUEHRER	1,400.85
12/19/2017	177306	CONDUENT BUSINESS SYSTEMS, LLC	2,735.00
12/19/2017	177307	CONGDON'S	3.80
12/19/2017	177308	CRAWFORD DOOR SALES	1,505.00
12/19/2017	177309	CRYSTAL FLASH, INC.	658.33
12/19/2017	177310	DANI'S TRANSPORT	3,000.00
12/19/2017	177311	DTE ENERGY COMPANY -	170,170.43
12/19/2017	177312	DTE ENERGY COMPANY -	130,022.01
12/19/2017	177313	ED'S GARAGE	268.00
12/19/2017	177314	EMERGENT HEALTH PARTNERS	6,321.07
12/19/2017	177315	GORDON FOOD SERVICE INC.	59.45
12/19/2017	177316	GOVERNMENTAL CONSULTANT	2,850.00
12/19/2017	177317	GRAINGER	579.54
12/19/2017	177318	HOME DEPOT	319.96
12/19/2017	177319	JANET CHATMAN	100.00
12/19/2017	177320	JOHN DOUGLASS	280.00
12/19/2017	177321	LARRY DOE	155.46
12/19/2017	177322	LEAH DIEBEL	297.00
12/19/2017	177323	LOOKING GOOD LAWNS	2,878.00
12/19/2017	177324	LOWE'S	86.69
12/19/2017	177325	MAIL FINANCE	2,117.40
12/19/2017	177326	MARK HAMILTON	1,500.00
12/19/2017	177327	MCLAIN AND WINTERS	107,908.47
12/19/2017	177328	MI CUSTOM SIGNS	185.00
12/19/2017	177329	MICHIGAN ASSESSORS ASSOC	370.00
12/19/2017	177330	MICHIGAN LINEN SERVICE, INC.	918.07
12/19/2017	177331	MICHIGAN RECREATION & PARK	400.00
12/19/2017	177332	MR. BUBBLES AUTO SPA	120.00
12/19/2017	177333	MUNICIPAL CODE CORPORATION	950.00
12/19/2017	177334	NAPA AUTO PARTS	154.00
12/19/2017	177335	NATIONAL HOSE TESTING SPECIALTIES	623.00
12/19/2017	177336	NEOPOST	34.00
12/19/2017	177337	NICOLE WILSON	100.00
12/19/2017	177338	NYE UNIFORM EAST	662.48
12/19/2017	177339	OFFICE EXPRESS	2,115.51
12/19/2017	177340	PARKWAY SERVICES, INC.	125.00
12/19/2017	177341	PUBLIC SAFETY CENTER	770.88
12/19/2017	177342	RENT A WRECK	33.25
12/19/2017	177343	RESIDEX, LLC	450.00
12/19/2017	177344	RICOH USA, INC.	981.56
12/19/2017	177345	RON WHITTENBERG	148.25
12/19/2017	177346	SAM'S CLUB DIRECT	1,018.58
12/19/2017	177347	SAND SALES COMPANY LLC	1,647.60
12/19/2017	177348	SHANE FITNESS	357.00
12/19/2017	177349	SHRADER TIRE & OIL	889.08
12/19/2017	177350	SITEONE LANDSCAPE SUPPLY, LLC	330.75
12/19/2017	177351	SOUTHERN COMPUTER WAREHOUSE	119.37
12/19/2017	177352	STATE OF MICHIGAN	80.00
12/19/2017	177353	STERICYCLE INC	192.82
12/19/2017	177354	TAMMIE KEEN	106.09
12/19/2017	177355	THERESE FOOTE	18.90
12/19/2017	177356	TINA HOTCHKISS	116.00
12/19/2017	177357	TODD BARBER	1,650.00
12/19/2017	177358	TRANSUNION RISK & ALTERNATIVE	70.00
12/19/2017	177359	VALERIE BASS	405.00
12/19/2017	177360	VICTORY LANE	36.97
12/19/2017	177361	WASHTENAW COMMUNITY COLLEGE#	885.83
12/19/2017	177362	WASHTENAW COUNTY TREASURER	2,832.57
12/19/2017	177363	WASHTENAW COUNTY TREASURER	7,037.50
12/19/2017	177364	WASHTENAW COUNTY TREASURER#	461,638.33
12/19/2017	177365	WASHTENAW INTERMEDIATE	1,122.52
12/19/2017	177366	WHISPERING MEADOWS HOMES LLC	9,000.00
12/19/2017	177367	WHISPERING MEADOWS HOMES LLC	3,000.00
12/19/2017	177368	YPSILANTI COMMUNITY	55,110.20
12/19/2017	177369	YPSILANTI COMMUNITY SCHOOLS - WR	3,010.37
12/19/2017	177370	YPSILANTI COMMUNITY SCHOOLS - YP	881.19

12/12/2017 10:18 AM
User: mharris
DB: Ypsilanti-Twp

CHECK REGISTER FOR CHARTER TOWNSHIP OF YPSILANTI Page: 2/2
CHECK NUMBERS 177293 - 177374

Check Date	Check	Vendor Name	Amount
12/19/2017	177371	YPSILANTI DISTRICT LIBRARY	660.76
12/19/2017	177372	YPSILANTI TOWNSHIP PETTY CASH	149.81
12/19/2017	177373	YSHELU JOHNSON	432.00
12/19/2017	177374	ZEP SALES & SERVICE	218.42

AP TOTALS:

Total of 82 Checks:	1,007,943.35
Less 0 Void Checks:	0.00
Total of 82 Disbursements:	<u>1,007,943.35</u>

Check Date	Check	Vendor Name	Amount
Bank AP AP			
11/30/2017	177239	BLUE CROSS BLUE SHIELD OF MI	126,201.16
11/30/2017	177240	BLUE CROSS BLUE SHIELD OF MI	35,870.43
11/30/2017	177241	CLEAR RATE COMMUNICATIONS, INC	837.29
11/30/2017	177242	COMCAST BUSINESS	825.00
11/30/2017	177243	COMCAST CABLE	114.35
11/30/2017	177244	COMCAST CABLE	224.40
11/30/2017	177245	COMCAST CABLE	188.39
11/30/2017	177246	D.R.A.C.O.	75.00
11/30/2017	177247	DELTA DENTAL PLAN OF MICHIGAN	13,867.85
11/30/2017	177248	STANDARD INSURANCE COMPANY	4,737.05
11/30/2017	177249	VISION SERVICE PLAN	2,723.05
11/30/2017	177250	WASHTENAW COMMUNITY COLLEGE'	95.00
11/30/2017	177251	YPSILANTI COMMUNITY	254.42
12/04/2017	177252	ALEXANDER GRAY	14.00
12/04/2017	177253	ANASTASIA GIBBS	14.00
12/04/2017	177254	ASHLEY JACKSON	14.00
12/04/2017	177255	BRENT ORLANDI	14.00
12/04/2017	177256	BRIAN STOLL	14.00
12/04/2017	177257	CALLIE BLANCHE	14.00
12/04/2017	177258	CATHERINE STEINER	14.00
12/04/2017	177259	CLARE NKACHUKWU	14.00
12/04/2017	177260	COLLEEN BELLERS	14.00
12/04/2017	177261	DORIA HEAP	14.00
12/04/2017	177262	ERIKA CARMICHAEL	14.00
12/04/2017	177263	GARRETT BARTON	14.00
12/04/2017	177264	GLORIA IKEOGU	14.00
12/04/2017	177265	HARRY GRAYSON	14.00
12/04/2017	177266	IAN CLEARWOOD	14.00
12/04/2017	177267	JAMES GOODMAN	14.00
12/04/2017	177268	LANISE GROOVER	14.00
12/04/2017	177269	MARK DOE	14.00
12/04/2017	177270	NEUELL ALLEN	14.00
12/04/2017	177271	ROBERT KAIPONEN	14.00
12/04/2017	177272	SCOTT MARTIN	14.00
12/04/2017	177273	SHWUSHYA BERMAN	14.00
12/04/2017	177274	STACEY WHITBECK	14.00
12/04/2017	177275	TAMMY ROBARGE	14.00
12/04/2017	177276	TERRI RIGBY	14.00
12/04/2017	177277	THIRKIELD MARBURY	14.00
12/04/2017	177278	TRUONG-JAMES TRAN	14.00
12/04/2017	177279	VICKIE PEARSON-WILLIAMS	14.00
12/04/2017	177280	WILLIAM GIBSON	14.00
12/04/2017	177281	YVETTE ATCHISON	14.00
12/06/2017	177282	DTE ENERGY	15,237.40
12/05/2017	177283	CES ELECTRIC	262.50
12/07/2017	177284	AT & T	116.85
12/07/2017	177285	AT & T	28.74
12/07/2017	177286	COMCAST CABLE	144.85
12/07/2017	177287	COMCAST CABLE	115.28
12/07/2017	177288	COMCAST CABLE	104.85
12/07/2017	177289	COMCAST CABLE	35.98
12/07/2017	177290	VERIZON WIRELESS	152.10
12/07/2017	177291	VERIZON WIRELESS	232.64
12/07/2017	177292	WASTE MANAGEMENT	133.83

AP TOTALS:

Total of 54 Checks:	202,998.41
Less 0 Void Checks:	0.00
Total of 54 Disbursements:	<u>202,998.41</u>

Check Date Check Vendor Name Description **CREDIT CARDS** Amount

Bank CARDS COMERICA COMMERICAL CARD

12/19/2017	26(E)	COMERICA BANK	TABLES & CHAIRS	772.97
			WINTERIZE BOAT	440.66
			MAT - ANTI-FATIGUE COMFORT STANDING	46.50
			ANTI-FATIGUE MATS FOR VERSIDSK	112.86
			MAT FOR VERSADESK	47.20
			MAT FOR VERSADESK	37.62
			REPAIR DAMAGED CIRCUIT BOARD	518.91
			KEY LOCKS	42.00
			GENERATOR EXCITER PART	314.83
			VISION HELPDESK SOFTWARE	1,249.00
			YTOWNPARKS DOMAINS	227.30
			GOODSYNC ENTERPRISE	917.88
			STAND UP DESK	624.00
			STAND UP DESK	780.00
				<hr/>
				6,131.73
				<hr/> <hr/>

CARDS TOTALS:

Total of 1 Checks:	6,131.73
Less 0 Void Checks:	0.00
Total of 1 Disbursements:	<hr/>
	6,131.73

**OFFICE OF THE TREASURER
LARRY J. DOE**



**MONTHLY TREASURER'S REPORT
November 1, 2017 THROUGH November 31, 2017**

<u>Account Name</u>	<u>Beginning Balance</u>	<u>Cash Receipts</u>	<u>Ending Balance</u>
101 - General Fund	4,004,505.81	2,810,976.23	3,922,819.82
101 - Payroll	224,342.07	619,941.48	236,342.85
101 - Willow Run Escrow	142,931.37	46.99	142,978.36
206 - Fire Department	892,279.74	23,803.63	608,642.80
208 - Parks Fund	26,392.73	19.13	26,154.97
212 - Roads/Bike Path/Rec/General Fund	453,504.31	19,262.28	430,075.35
226 - Environmental Services	2,042,203.18	2,314.25	1,853,839.90
230 - Recreation	151,925.51	20,896.25	120,657.37
236 - 14-B District Court	520,681.10	213,796.09	632,337.03
244 - Economic Development	67,666.90	49.46	67,716.36
248 - Rental Inspections	144,286.57	21,500.19	150,823.38
249 - Building Department Fund	1,014,076.33	54,177.90	1,028,056.19
250 - LDFA Tax	19,375.43	14.18	19,389.61
252 - Hydro Station Fund	481,567.94	44,320.80	484,643.74
266 - Law Enforcement Fund	3,149,897.27	464,399.65	2,609,347.87
280 - State Grants	18,517.15	13.50	18,530.65
301 - General Obligation	5,203.96	3.84	5,207.80
397 - Series "B" Cap. Cost of Funds	25,489.29	18.54	25,282.83
398 - LDFA 2006 Bonds	1,226.86	0.85	1,227.71
498 - Capital Improvement 2006 Bond Fund	330,934.30	108.80	331,043.10
584 - Green Oaks Golf Course	199,459.25	24,258.44	152,355.88
590 - Compost Site	688,795.26	18,189.84	680,593.18
595 - Motor Pool	224,825.47	5,895.64	208,599.19
701 - General Tax Collection	88,542.52	3,013.50	35,334.20
703 - Current Tax Collections	1,010,121.27	291,196.03	748,817.88
707 - Bonds & Escrow/GreenTop	1,448,877.43	92,789.38	1,424,890.42
708 - Fire Withholding Bonds	63,080.42	12,280.13	63,861.07
893 - Nuisance Abatement Fund	65,884.89	1,328.78	65,982.11
ABN AMRO Series "B" Debt Red. Cap.Int.	1,817.45	0.53	218.95
GRAND TOTAL	17,508,411.78	4,744,616.31	16,095,770.57

ATTORNEY REPORT

GENERAL LEGAL UPDATE

OLD BUSINESS

Supervisor
BRENDA L. STUMBO
Clerk
KAREN LOVEJOY ROE
Treasurer
LARRY J. DOE
Trustees
STAN ELDRIDGE
HEATHER ROE
MONICA ROSS-WILLIAMS
JIMMIE WILSON, JR.



Charter Township of Ypsilanti
Residential Services Division

7200 S. Huron River Drive
Ypsilanti, MI 48197
Phone: (734) 484.0073
Fax: (734)544.3501

www.ytown.org

MEMORANDUM

TO: Ypsilanti Township Board of Trustees

FROM: Wayne Dudley, Public Services Superintendent – Residential Services Department

DATE: 11/30/2017

RE: RSD requesting Township Membership with National Joint Powers Alliance

Joining NJPA gives us another choice in purchasing by allowing us the opportunity to access competitively awarded, nationally leveraged cooperative purchasing contracts for life, at no cost to the Township!

National Joint Powers Alliance® (NJPA) is a government agency offering competitively solicited contracts for use by education, government, and nonprofits. Cooperative contracts mean volume discounts, choice, and peace of mind. NJPA cooperative purchasing leverages the national purchasing power of more than 50,000 member agencies while also streamlining the required purchasing process. As a government agency, NJPA establishes and provides nationally leveraged and competitively solicited purchasing contracts under the guidance of the Uniform Municipal Contracting Law.

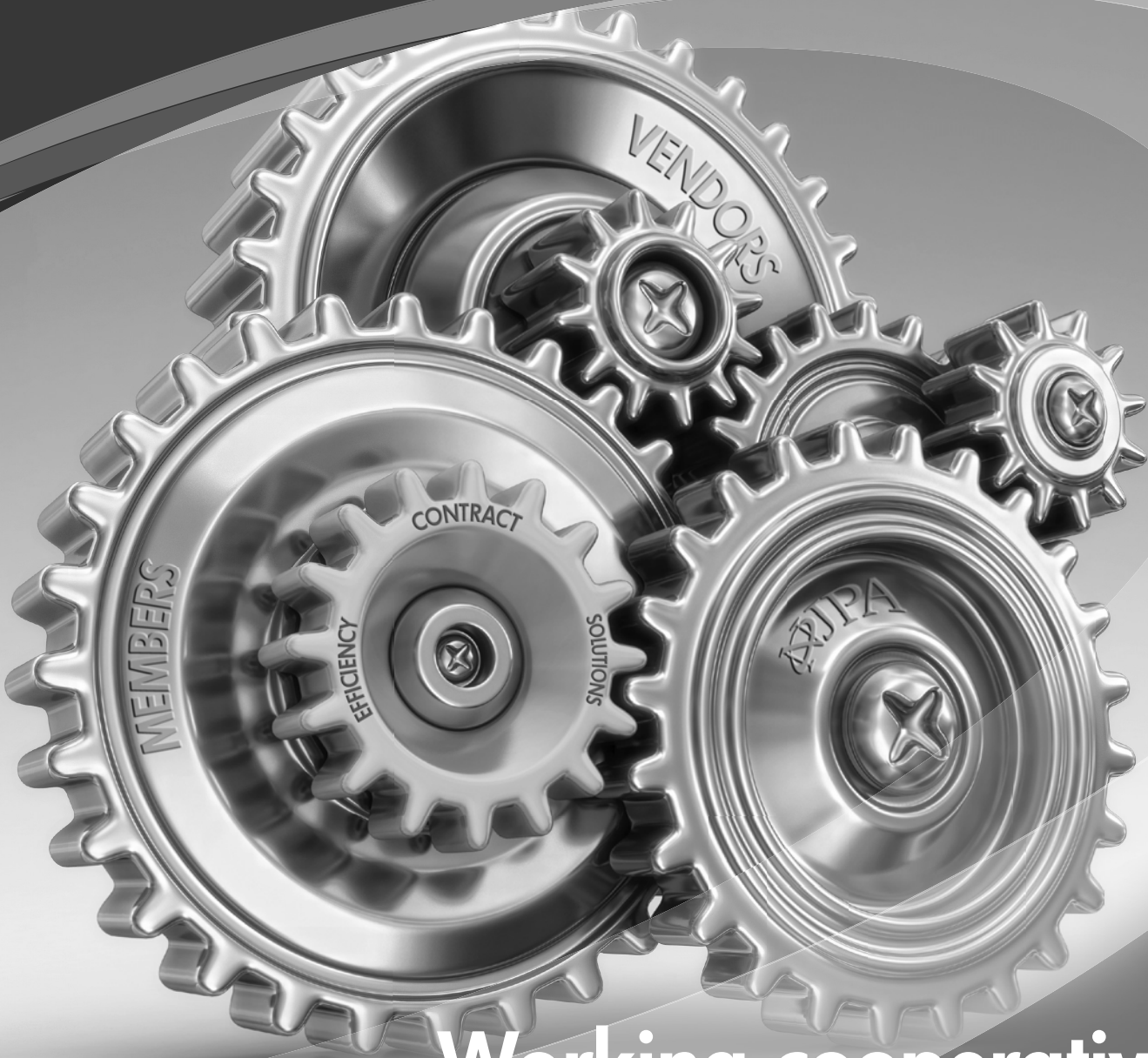
The benefits of NJPA include:

- NJPA is a public agency
- Contracts competitively solicited on our behalf
- Formal contracting process satisfied – avoids duplication
- Reduced vendor protests
- NJPA publicly elected board awards contracts
- NJPA staff are public employees
- Function as our own lead agency
- **No-cost, liability or obligation membership**
- Nationally leveraged volume pricing
- Saves time, money and creates operational efficiencies
- Eliminates low-bid, low-quality issues
- Choice of high quality equipment/products/services: nearly 200 national world-class vendors and 500+ construction related contracts

Respectfully,
Wayne Dudley
Public Services Superintendent

ABOUT US

Contract Purchasing



Working cooperatively...
TOGETHER

REALIZE THE POWER AND VALUE OF CONTRACT PURCHASING



Chad Coauette

Executive Director/CEO
chad.coauette@NJPAcoop.org
218-894-5463

We invite your organization to take the opportunity to join our member agencies that have access to national contract volume pricing and value from nationally acclaimed vendors. NJPA contracts represent thousands of competitively solicited equipment, products and related services. NJPA contracts save you and your agency considerable time and money while eliminating the need to duplicate the solicitation and contracting process. It takes only minutes to complete a no-cost, no-obligation or liability membership. Get started today at NJPAcoop.org.

National Joint Powers Alliance® (NJPA) is established as a public agency serving our member agencies across the United States and Canada as a municipal contracting agency. NJPA operates under the enabling authority of Minnesota Statute 123A.21. This statute was created in 1976 to serve education entities and revised in 1995 to allow cities, counties, local governments and non-profits to benefit from the use of service cooperatives.

NJPA is also guided and enabled by M.S. 471.59, the "Joint Exercise of Powers" Law, which defines the ability of two or more government agencies to enter into an agreement to contract in common through the action of each of the governing bodies. In general, the Joint Powers Law allows two units of government and/or education to work together or allows one government to carry out a function on behalf of another government. This includes the ability of agencies to enter into cooperative purchasing agreements. We are a public agency serving our members from government, K12, higher education, and all non-profit agencies throughout the United States and Canada.

NJPA establishes and provides nationally leveraged and competitively solicited purchasing contracts under the guidance of the Uniform Municipal Contracting Law (M.S. 471.345 Subd. 15). The Joint Exercise of Powers Law (M.S. 471.59) allows our members to legally purchase through our contracts without duplicating their own competitive solicitation process and requirements. The result of this cooperative effort is a high quality selection of nationally leveraged, competitively solicited contract solutions to help create efficiencies and meet the ever challenging needs of our current and future member agencies.

We look forward to being a part of serving your agency needs through our contract solutions.



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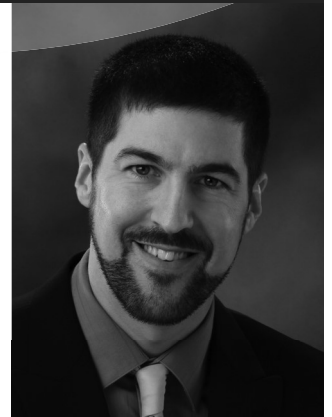
AS A PUBLIC AGENCY, WE EXIST TO SERVE OUR MEMBERS

At NJPA, we are driven to provide efficient public service through our national contract purchasing program. The common needs of our members and our desire to effectively serve your agency will lead our commitment and overall efforts as together we face the budget and purchasing challenges in the future.

OUR PURPOSE: The general purpose of NJPA is to serve our member agencies by facilitating a national municipal contracting alliance. Our goal is to provide our members with requested programs and services that are created, coordinated and delivered through a cooperative effort between NJPA and our member agencies. **NJPA is a public agency that creates a business and service relationship alliance between buyers and suppliers.** Appropriate levels of membership are offered to government, education and all non-profit agencies nationwide and in Canada. Member agencies are responsible for interpreting their own purchasing laws and recognizing NJPA as having satisfied their own competitive solicitation and contracting requirements.

OUR MEMBER COMMITMENT: NJPA is committed to serving you, our member agency, through a continuous effort to meet your present and future needs. Our goals are highlighted by our desire to provide valued national contract purchasing solutions. We will strive to identify and meet your needs in a measurable, cost-effective manner. We will research the industry with regard to our members' common needs, and as a result deliver to you the opportunity to purchase the very best products, equipment and services through nationally leveraged contracts offering our members the lowest possible contract price. We are only able to do this as we work together to develop business and member agency relationships, creating a unified purchasing alliance.

We look forward to working closely with you and your agency, listening to your needs and interests and responding by providing valued national and international contract solutions.



Jeremy Schwartz

Director of Cooperative
Contracts & Procurement
jeremy.schwartz@njpacoop.org
218-894-5488

NJPA is nationally endorsed by:



ENABLING LEGISLATION

JOINT POWERS AUTHORITY

NJPA members may be authorized to use NJPA contracts through joint exercise of powers laws, interlocal cooperation or cooperative purchasing laws. Interpretation of these laws varies from individual to individual and from agency to agency and is the responsibility of the member. NJPA invites, evaluates and awards nationally leveraged, competitively solicited and cooperatively shared procurement contracts for our current and potential membership nationwide.

MEMBERSHIP WITH NJPA

Membership in NJPA is at no-cost, no-obligation or liability to “Participating Members” and can be established in the following ways:

- Online at: njpacoop.org/join/application
- Through hard copy participation membership application
- Through “Joint Exercise of Powers” or “Interlocal” agreements

OUR FOUNDATION

MINNESOTA STATUTE 123A.21: SERVICE COOPERATIVES

This is the statute under which our “Service Cooperative” (SC) was created. Previously known as the North Central Service Cooperative (NCSC), we are now doing business as the National Joint Powers Alliance® (NJPA). Amendments to this legislation in 1995 expanded our potential participating membership to include any unit of government, education or non-profit agency.

- **M.S. 123A.21 Subd. 2**

The purpose of a service cooperative is to “assist in meeting specific needs of clients in participating governmental units which could be better provided by the service cooperative than by the members themselves.”

- **M.S. 123A.21 Subd. 3: Membership and Participation**

Full membership with a service cooperative shall be limited to public school districts, cities, counties and other governmental units as defined in section 471.59. Participating members, in contrast, are non-voting members whom retain full right and title to cooperative purchasing contracts created by NJPA. Participating members have no cost, obligation or liability to the organizational liabilities of NJPA.

- **M.S. 123A.21 Subd. 7 (23)**

This section identifies the specific directive for our service cooperative to provide “cooperative purchasing services” to our members.

- **M.S. 123A.21 Subd. 9 (d,e)**

Funding and benefit “(d) the SC is a **public corporation and agency** and its board of directors may make application for, accept, and expend private, state and federal funds that are available for programs of the members.”

Organization by definition and limitations “(e) The SC is a **public corporation and agency** and as such, no earnings or interest of the SC may incur to the benefit of an individual or private entity.”

STATE OF MINNESOTA ENABLING LEGISLATION

The following summary is an explanation of the enabling legislation referenced by NJPA. The plain language of the statutes, from our perspective, gives NJPA very clear authority to serve current and future members through cooperative efforts.

NJPA COOPERATIVE PURCHASING LEGISLATION

- **Minnesota Statute 471.345: Uniform Municipal Contracting Law (UMCL)**
NJPA as a political subdivision of the State of Minnesota, adheres to the competitive solicitation requirements of the UMCL.
- **M.S. 471.345 Subd. 1: Municipality Defined**
“For purposes of this section, “municipality” means a county, town, city, school district or other municipal corporation or political subdivision of the state authorized by law to enter into contracts.”
- **M.S. 471.345 Subd. 15: Cooperative Purchasing**
A municipality may contract for the purchase of supplies, materials, or equipment without regard to the competitive solicitation requirements of this section if the purchase is through a national municipal association’s purchasing alliance or cooperative created by a Joint Powers Agreement that purchases items from more than one source on the basis of competitive solicitations or quotations.

MINNESOTA STATUTE 471.59: JOINT EXERCISE OF POWERS

Subd. 1 defines the ability of two governmental agencies to enter into an agreement to contract in common through the action of each of their own governing bodies. Subd. 10 expands on the ability to enter into cooperative agreements.

- **M.S. 471.59 Subd. 1: Agreement**
“Two or more governmental units, by agreement entered into through action of their governing bodies, may jointly or cooperatively exercise any power common to the contracting parties or any similar powers, including those which are the same except for the territorial limits within which they may be exercised. The agreement may provide for the exercise of such powers by one or more of the participating governmental units on behalf of the other participating units. The term “governmental unit” as used in this section includes every city, county, town, school district, independent nonprofit firefighting corporation, other political subdivision of this or another state, another state, federally recognized Indian tribe, the University of Minnesota, the Minnesota Historical Society, nonprofit hospitals licensed under sections 144.50 to 144.56, rehabilitation facilities and extended employment providers that are certified by the commissioner of employment and economic development, day training and habilitation services licensed under sections 245B.01 to 245B.08, and any agency of the state of Minnesota or the United States, and includes any instrumentality of a governmental unit. For the purpose of this section, an instrumentality of a governmental unit means an instrumentality having independent policy-making and appropriating authority.”
- **M.S. 471.59 Subd. 10: Services Performed by Governmental Units; Commonality of Powers**
“Notwithstanding the provisions of Subd. 1 requiring commonality of powers between parties to any agreement, the governing body of any governmental unit as defined in Subd. 1, may enter into agreements with any other governmental unit to perform on behalf of that unit any service or function which the governmental unit providing the service or function is authorized to provide for itself.”

FREQUENTLY ASKED QUESTIONS

Q. WHO IS NJPA?

A. NJPA is a public agency that was statutorily created to provide services, such as cooperative purchasing for government and education agencies. NJPA serves member agencies under the legislative authority established by Minnesota Statute 123A.21 (see specific statutory references on pages 4-5). All NJPA employees are public employees whom are required to pay into Public Employment Retirement Association (PERA) through payroll deduction. NJPA employees have the same employment status as employees of NJPA government and education member agencies.

Q. WHAT IS NJPA'S PRIMARY PURPOSE?

A. Among other areas of serving members, NJPA creates national cooperative contract purchasing solutions on behalf of its member agencies which include all government, education and non-profit agencies nationwide and in Canada. These cooperative contract opportunities offer both time and money savings for their users by consolidating the efforts of numerous individually prepared solicitations to one national, cooperatively shared process. This process leverages the aggregation of volume from members nationwide.

Q. WHO IS ELIGIBLE FOR NJPA MEMBERSHIP?

A. Eligible members include any unit of government, education (K-12 and higher ed) or non-profit agencies nationwide and Canada.

Q. HOW IS NJPA GOVERNED?

A. NJPA is governed by the NJPA Board of Directors. The eight-member board is comprised of publicly elected governing officials; including school board, city council members and county commissioners from Region Five in Minnesota.

Q. HOW MUCH DOES IT COST TO PARTICIPATE IN NJPA?

A. There is no-cost, no-obligation or liability to join or participate in the NJPA contract purchasing program. There are no minimum contract purchasing requirements or commitments for member use of NJPA contracts.

Q. HOW IS NJPA FUNDED?

A. Vendors realize substantial efficiencies through their ability to respond to one NJPA solicitation and Request for Proposal (RFP) that will potentially earn thousands of sales opportunities. From these efficiencies, vendors pay an administrative fee to NJPA calculated as a percentage of sales processed through the competitively solicited procurement contracts awarded and held by the vendor. This administrative fee is not an added cost to the member. This administrative fee covers the costs of contract marketing and facilitation and it offsets operating expenses incurred by NJPA. This fee may also be used for other purposes as allowed by Minnesota statute. NJPA does not receive state or federal aid or membership fees. With respect to cooperative contract purchasing, NJPA is a self-funded governmental unit. NJPA also shares these fees with certain other NJPA members, partner cooperatives or associations as they demonstrate the desire and ability to help facilitate and market available NJPA contracts. Administrative fees paid to NJPA are not an additional cost to NJPA members.

Q. HOW CAN WE JOIN AND PARTICIPATE IN NJPA AND ITS CONTRACTS AND SERVICES?

A. A membership can be initiated by: • Online membership application: NJPAcoop.org/join/application • Paper-based membership application • "Joint Exercise of Powers" or "Interlocal" agreement. Participating members are non-voting members of NJPA that are able to enter into Joint Powers Agreements. Non-profit organizations, non-public schools and other similar entities may join NJPA through an associate membership. Full voting memberships are limited to units of government or education located within the five county region of Minnesota which NJPA was originally created to serve.

Q. DOES NJPA HAVE A PROFESSIONAL PUBLIC PURCHASING BOARD OF ADVISORS?

A. Yes. At this point, all current members are a part of our Board of Advisors. NJPA also has multiple member advisory committees that specialize in various membership verticals. These verticals include our general membership represented by procurement professionals from our government and education agencies and others, such as fleet departments, food service departments, park and recreation departments and public utility departments.

FREQUENTLY ASKED QUESTIONS

Q. CAN AGENCIES OTHER THAN GOVERNMENT AND EDUCATION USE THE PROGRAM?

A. Yes, under M.S. 123A.21, non-profit agencies may also participate.

Q. WHAT SPECIFIC STATUTE GIVES MY AGENCY THE AUTHORITY TO PARTICIPATE?

A. Generally, joint powers and/or cooperative purchasing laws create the authority for members to work together with NJPA and accept NJPA procurement laws. These laws are a part of state law; however, they are written slightly differently in respective states. NJPA membership forms are designed to help establish an appropriate agreement to comply with the joint powers laws of our qualifying agencies.

Q. WHAT ARE THE ADVANTAGES OF BEING A MEMBER OF NJPA?

A. • The competitive solicitation and contract process is completed and satisfied on behalf of your agency. • National aggregation of product and equipment demand and volume resulting in aggressive and competitive pricing. • Choice of equipment, products and services is offered under awarded contracts featuring the highest quality solutions from industry-leading and nationally acclaimed vendors. • Members enjoy a broad range of exceptional product and equipment selections complimented by substantial time savings and multiple other related benefits for participating agencies. • NJPA contract solutions offer choice with the ability to continue to perform your own competitive solicitation process if you choose to do so.

NJPA strives to exceed our members' needs and expectations. Our contracting process mirrors our members' process. In creating a contract pathway through a unified and commonly embraced contracting process, NJPA contracts are accepted by the highest level of government and education agencies across the country. NJPA increases our members' comfort by conducting complete financial audits of our organization annually through an independent auditor with the results submitted to the State of Minnesota as required by state law.

Q. AS NJPA MEMBERS, ARE WE STILL ABLE TO BUY FROM OTHER CONTRACTS?

A. Yes, all NJPA membership and contracts are non-exclusive with no obligation to purchase and are contracts of choice by our member agencies.

Q. CAN MY PUBLIC AGENCY USE NJPA CONTRACTS WITHOUT ISSUING OUR OWN SOLICITATION?

A. Yes, in most states and local jurisdictions, though it is the responsibility of individual members to make the determination. All NJPA contracts have been competitively solicited nationally, reviewed, evaluated by committee and recommended to the NJPA Board of Directors for award in accordance with Minnesota public purchasing and contracting rules, guidelines and regulations applicable to NJPA. Each solicitation is issued on behalf of NJPA and current and potential NJPA members nationwide. Each RFP advises all responders that NJPA most desires and invites a vendor whom can sell and service participating member agencies in all fifty states and, optionally, provinces and territories of Canada. All RFP respondents understand that these contracts will be under consideration for use by government, education and non-profit member agencies throughout the United States.

Q. HOW CAN I OBTAIN COPIES OF THE LEGAL DOCUMENTATION ASSOCIATED WITH EACH CONTRACT?

A. Related contract and competitive solicited process documentation is available on the NJPA website under each individual vendors' page or by request. Once on a vendor page, there is a tab titled "Contract Documentation" where these documents can be reviewed. Please follow the instructions under each vendor's "Pricing" tab to access pricing for specific contracts. Due to pricing complexity, most pricing is not located on the website and is available upon request in compliance with MN Data Practices. Procurement files are also available upon request.

Q. WHAT IS THE SOLICITATION AND REQUEST FOR PROPOSAL (RFP) PROCESS?

A. NJPA conducts a comprehensive 12-step process (described in full on pages 9 -10) that includes: 1) Identify members' needs, 2) Research solutions available in the marketplace, 3) Request permission from the NJPA Board of Directors, 4) Draft a solicitation, public advertisement and notice, 5) Conduct a pre-proposal conference followed by receipt of responses, 6) Evaluate proposers' responses, 7) Review evaluation results, 8) Provide recommendations to the NJPA Board, 9) Award vendor(s), 10) Post approved contract documents, 11) Develop and implement a joint marketing plan with awarded vendor(s), and 12) Review and maintain our contract throughout its term.

FREQUENTLY ASKED QUESTIONS

Q. HOW DOES THE PURCHASE PROCESS FLOW?

A. NJPA contracts establish a business to government style transaction flow. Members are encouraged to begin communications with their local dealer/representative of our contract holder, as they are the experts in helping members determine their specific needs and thereby defining the best solution for equipment, products and services needed. Members communicate with the vendors through contract proposals that include pricing. Members may contact NJPA to verify the awarded contract pricing and confirm contract terms and conditions. To execute a purchase, a member should issue a purchase order according to their normal organizational parameters. In addition, the member should include identifying language on the face of that purchase order such as: "This purchase order is issued pursuant to NJPA Contract #XXXXXX-AAA" which will notify the local dealer/representative of the desire and intent to use the NJPA contract that includes its pricing, terms and conditions.

Q. CAN MY AGENCY ADD ADDITIONAL TERMS & CONDITIONS TO MEET MY LOCAL REQUIREMENTS?

A. Members have the ability to propose new or additional terms and conditions. By reviewing your procurement documentation and local requirements you may find that there are specific requirements by your agency that are not included in the NJPA terms and conditions. The terms and conditions of the NJPA contract cannot be changed, but custom or additional terms and conditions are acceptable between the customer and vendor at the purchase order level.

Q. WHAT ABOUT CUSTOMER SATISFACTION AND ASSURANCE?

A. NJPA cooperative procurement contracts do not guarantee sales. Each vendor must earn each individual sale they propose. Excellent products/equipment and customer service yields excellent customer satisfaction and assurance. As a result, NJPA cooperative procurement contracts are based on the quality and performance of the equipment/products and support of the on-going customer services. Our members issue their most important and final vote with their purchase orders. We find that our vendors exceed our members' expectations due to the quality of vendors we have under contract and how each vendor sees the value of the contract for their company.

Q. WHO DOES NJPA AWARD CONTRACTS TO?

A. NJPA prefers to award contracts at the manufacturer level when possible. Contract awards to manufacturers are made on behalf of that manufacturer's dealer network through the established relationship between manufacturer and authorized dealers. Likewise, contract awards made to a re-seller are made on behalf of the re-seller's manufacturers, again through the established relationship between the re-seller and their manufacturers. In many cases, some products or equipment are only available through re-sellers. Whichever is the case, NJPA members have a single source of responsibility in the awarded contractor and that awarded contractor takes responsibility for all third party sub-contractors used in the acquiring and delivering of products and services to be delivered. As a result of the contracting reputation NJPA has earned, NJPA is able to award contracts to quality vendors that members can trust.

Q. HOW DO MY REGULAR SUPPLIERS BECOME AUTHORIZED SUPPLIERS FOR NJPA?

A. Ask the supplier to watch for solicitations being posted. NJPA solicitations are posted in the *USA Today* (usatodayclassifieds.com), at least once in Oregon and Utah in the *Daily Journal of Commerce* (djcoregon.com) and the *Salt Lake News* (naclegal@mediaoneutah.com), respectively; on the NJPA website (NJPAcoop.org); distributed to other third party procurement websites such as BidSync (bidsync.com), Onvia (onvia.com), MERX (merx.com), and Biddingo (biddingo.com); and distributed to the procurement offices at the state level in each state for re-publication in their jurisdictions at their discretion. Suppliers who respond to NJPA RFPs in a sufficient manner are awarded a contract according to the terms and conditions contained therein.

Q. HOW DO I GET MORE INFORMATION ABOUT NJPA?

A. Contact us at njpacoop.org | 888-894-1930 or contact any of our vendors listed in our Contract Directory.

Q. HOW CAN WE BECOME A NJPA VENDOR?

A. All current NJPA vendors became awarded vendors by responding to a NJPA nationally advertised solicitation in their respective categories. To learn more visit our website at NJPAcoop.org/how-to-become-a-vendor.

OUR 12-STEP PROCUREMENT PROCESS

It is the desire of NJPA to meet our members' procurement requirements, but it is ultimately our members' responsibility to interpret local purchasing laws to determine their own ability to access and participate with NJPA contracts. Our request for proposal (RFP) process is continuously being refined to meet the changing needs of our members. The desired result is a national, competitively solicited procurement and contract process that is not only valued by members but meets or exceeds local requirements—offering exceptional products and services from nationally acclaimed vendors.

1) IDENTIFY MEMBERS' NEEDS

NJPA pursues member participation and conducts research through our member advisory committees, which are represented by various verticals, at numerous national trade shows, and through daily member interaction.

2) RESEARCH SOLUTIONS AVAILABLE IN THE MARKETPLACE

Constant research helps us develop the best approach for each offering. Some industries lend themselves to a manufacturer's response because that manufacturer provides a complete industry solution through their authorized dealers. Other industries lend themselves to a distributor response because they are able to provide the most complete industry solutions through the large number of manufacturers they represent.

3) REQUEST PERMISSION FROM THE NJPA BOARD OF DIRECTORS

After establishing the existence of both a viable need and a viable NJPA style solution, permission from the publicly elected NJPA Board of Directors is sought and must be granted to officially begin the development of the solicitation and overall procurement process.

4) DRAFT A SOLICITATION, PUBLIC ADVERTISEMENT AND NOTICE

Our solicitation document is our cornerstone of cooperative contract purchasing. The consistency of that solicitation document, its response forms and evaluation criteria are some of our greatest assets. NJPA advertises each RFP:

- In print: *Salt Lake News* (Utah), *USA Today* (National)
- In print and online: *Daily Journal of Commerce* within the State of Oregon
- In print and online: *The State* within the State of South Carolina
- On the NJPA website
- On e-commerce sites: BidSync, Biddingo, MERX, Onvia, PublicPurchase
- We notify the state level procurement departments in each state for possible re-posting of the solicitation within their systems and at their option

5) CONDUCT A PRE-PROPOSAL CONFERENCE FOLLOWED BY RECEIPT OF RESPONSES

Proposers are typically given 5-6 weeks from the start of the RFP advertisement to respond to the RFP. A Pre-Proposal Conference is conducted to answer questions. An addendum may also be issued if there are any items covered beyond RFP content clarifications in the conference, and if such items are deemed material by NJPA. NJPA uses an atomic clock to electronically time and date stamp all Proposals immediately upon receipt in NJPA's Staples, MN office. Proposals are opened by a Contracts & Compliance department employee at the time, date and place specified in the RFP.

6) EVALUATE PROPOSERS' RESPONSES

Evaluation begins at the proposal opening by determining the *responsiveness* of each proposal. **Level One Responsiveness** includes: • Timely submission • Properly organized • Electronic as well as physical copies as required • Original signatures on appropriate documents • **Level Two Responsiveness** is the evaluation of the proposal response according to the evaluation criteria provided in the RFP and documented on the "Proposal Evaluation" (Form G) by the Proposal Evaluation Committee. Our typical RFP invites the widest possible variety of products and services within the scope of a proposal. Our intention is to create a contract that provides the widest possible array of utility to the widest possible array of NJPA members. We also specifically invite proposers to define their products and services not only by industry standard terms, but also in terms of the latest technological advances and its applicability and utility to our members.

PROCUREMENT PROCESS

Evaluating proposers' responses, continued:

The perceived procurement value of a proposal to NJPA and its Members, in the opinion of NJPA, includes but is not limited to:

- Conformance to RFP's intent, scope and specifications
- Competitive pricing strategies
- Ability to sell and service NJPA Members nationally
- Financial strength, experience and success in the industry/marketplace
- References from past customers and prior experience with NJPA
- A clear, concise, aggressive and effective marketing plan
- Value added related products, services and technological advances
- Financing options and detailed payment terms
- Warranty, product and service responsibility
- Identifying the depth, breadth and quality of products and service offerings

Additional consideration is given to proposers who demonstrate "Green" and Disadvantaged Business Enterprise and the ability to sell and service Canada and other international provinces.

The final evaluation is conducted using the "Proposal Evaluation" form defined in the RFP. This form establishes a weighted scoring method and also provides for an optional "Cost Comparison." This point-based system is used as a part of the final scoring and awarded vendor determination.

7) REVIEW EVALUATION RESULTS

Recommendations of the Proposal Evaluation Committee are reviewed by NJPA's Contract Council. Final recommendations are then approved for consideration by the NJPA Board of Directors.

8) PROVIDE RECOMMENDATIONS TO THE NJPA BOARD

Recommendations of the Contract Council are presented to the NJPA Board of Directors for final review and possible award. The NJPA Board has the final authority to issue or deny a procurement contract.

9) AWARD VENDOR(S)

Upon approval by the NJPA Board, the recommended vendor is awarded a four-year contract term with one additional one-year renewal at the discretion of NJPA. The Contracts & Compliance Department emails Notices of Award and Non-Award to vendors.

10) POST APPROVED CONTRACT DOCUMENTS

A complete procurement file is maintained by NJPA, and contract documentation is posted on our website for review by our members.

11) DEVELOP AND IMPLEMENT A JOINT MARKETING PLAN WITH AWARDED VENDOR(S)

NJPA works with both the vendor and member to educate on the benefits and uses of an awarded contract. We work with the awarded vendor(s) to educate and energize their sales and service teams. NJPA advertises awarded contracts in select national publications; produces a full-color, hard copy "Contract Directory"; maintains a website offering of the contract solutions; exhibits with vendor partners in numerous national and regional trade shows; and provides break-out meetings at trade shows.

12) REVIEW AND MAINTAIN OUR CONTRACT THROUGHOUT ITS TERM

Contracts are periodically reviewed for their effectiveness. NJPA contracts are written with four-year terms with a fifth year option at NJPA's discretion. NJPA does not eliminate member responsibility for following the solicitation process; rather, we provide a nationally pre-competed option to avoid duplicating the formal solicitation process.

Joining NJPA gives you another choice in purchasing by allowing you the opportunity to access competitively awarded, nationally leveraged cooperative purchasing contracts for life!

WHY JOIN NJPA: The benefits of NJPA include:

- NJPA is a public agency
- Contracts competitively solicited on your behalf
- Formal contracting process satisfied – avoids duplication
- Reduced vendor protests
- NJPA publicly elected board awards contracts
- NJPA staff are public employees
- Function as our own lead agency
- No-cost, liability or obligation membership
- Life cycle cost efficiencies
- Nationally leveraged volume pricing
- Saves time, money and creates operational efficiencies
- Eliminates low-bid, low-quality issues
- Choice of high quality equipment/products/services: nearly 200 national world-class vendors and 500+ construction related contracts



APPLY TO JOIN: We ask you join in the fashion that meets your agency's legal or policy requirements. Go to NJPAcoop.org/join to complete the online or paper application.

- **NJPA Online Application:** Nearly 90% of NJPA members join utilizing the online application. Within 24 hours you will receive your NJPA Member ID # electronically. You will also receive an NJPA membership packet by mail within 7-10 business days.

If your agency/organization requires executed signatures, please utilize one of the paper agreement options below:

- **Participating Member Agreement:** A hard copy version of our Membership application providing authorized signatures lines for your agency and NJPA.
- **"Joint Exercise of Powers" or "Interlocal" Agreement:** A hard copy Joint Powers Agreement utilized only by government agencies when required.
- **Associate Member Agreement:** A hard copy version of our Membership application for non-profit entities that require authorized signatures.

HOW TO PURCHASE: NJPA's solution-based solicitation process gives you access to our awarded vendors' full line of products and services. Ordering products and services...is as easy as **1...2...3!**

- 1.** Establish membership with NJPA at no cost, obligation or liability
- 2.** Browse through the NJPA Contract Directories to see NJPA's extensive list of awarded vendors available to you – or go to NJPAcoop.org/contracts.
- 3.** Contact your vendor of choice directly by utilizing the contact information found in the Contract Directory or on NJPA's website. Inform them of your interest in using the NJPA Contract. They will do the rest!

QUESTIONS: Contact our Member Relations and Communications Specialists:

Duff Erholtz • 218-894-5094 • duff.erholtz@NJPAcoop.org | **Katie Alba** • 218-895-4167 • katie.alba@njpacoop.org

Establishing an **alliance** between buyer and suppliers



NJPacoop.org



NJPA AWARDED
CONTRACTS

Competitively Solicited National Cooperative Contract Solutions

7/13/2017

**NATIONAL JOINT POWERS ALLIANCE®
JOINT POWERS AGREEMENT**

This Agreement, made effective on the date hereof, is between the National Joint Powers Alliance® (hereinafter referred to as “NJPA”) and _____ (hereinafter referred to as “Governmental Unit”).

Recitals

NJPA is a Service Cooperative whose creation was authorized by Minn. Stat. § 123A.21; and

NJPA is a political subdivision and government unit of the state of Minnesota. Minn. Stat. § 471.59 authorizes NJPA to enter into agreements with other governmental units in the United States and Canada to jointly or cooperatively exercise any power common to the contracting powers or similar powers, as deemed necessary; and

Governmental Unit asserts it is authorized by its statutes to utilize contracts competitively solicited by another governmental unit; and

Governmental Unit and NJPA desire to enter into a “Joint Exercise of Powers Agreement” for the purpose of Governmental Unit accessing available contracts for goods and services from NJPA Awarded Vendors.

NJPA and the Governmental Unit hereby agree as follows:

Agreement

1. NJPA will make its contracts for goods and services and/or other NJPA services available to the Governmental Unit. The Governmental Unit will be a Participating Member.
2. The Governmental Unit may utilize the contracts or services procured or offered through NJPA to purchase supplies, equipment, materials and services.
3. The Parties to this Agreement will adhere to any and all applicable laws pertaining to the procurement of goods and services as they pertain to the laws of their state or nation.
4. This Agreement will become effective on the date hereof and shall remain in effect until canceled by either party upon thirty (30) days’ written notice to the other party.
5. Each party agrees that it is responsible for its acts and the results thereof, to the extent authorized by law, and will not be responsible for the acts of the other party and the results thereof. The Governmental Unit will be responsible for all aspects of its purchase, including ordering its goods and services, inspecting and accepting the goods and services, and paying the Vendor who will have directly billed the Governmental Unit placing the order.
6. Both Parties to this Agreement agree to strict accountability of all public funds disbursed in connection with this joint exercise of powers as required by each party’s respective laws.
7. To purchase goods and services from NJPA contracts, the Governmental Unit must enter into a purchase order or other subsequent agreement in accordance with the terms and conditions of NJPA contracts and any requirements applicable to the Governmental Unit’s governing body. The Governmental Unit must send purchase orders directly to the applicable Vendor and will make payments directly to the Vendor in accordance with its established procedures and terms of the NJPA contract. The Governmental Unit will not use the goods available under NJPA contracts for purposes of resale.

8. Pursuant to Minn. Stat. § 471.59, Subd. 5, if applicable, the Parties shall provide for the disposition of any property acquired as the result of such joint or cooperative exercise of powers, and the return of any surplus moneys in proportion to contributions of the several contracting parties after the purpose of the Agreement has been completed.
9. There shall be no financial remunerations by the Governmental Unit to NJPA for the use of NJPA procurements, contracts or agreements or the payment of any fees to NJPA.
10. Both Parties to this Agreement acknowledge their individual responsibility to gain ratification of this agreement through their governing body as required by law.
11. The NJPA contracts utilized by the Governmental Unit through this Agreement were procured or will be procured through the Uniform Municipal Contracting law, Minn. Stat. § 471.345.

The Parties have executed this Agreement effective the date hereof.

Governmental Unit

National Joint Powers Alliance®

By _____
 AUTHORIZED SIGNATURE

 AUTHORIZED SIGNATURE

Its _____
 TITLE

 TITLE

 DATE

 DATE

GOVERNMENTAL UNIT INFORMATION

Indicate an address to which correspondence may be delivered.

Name* _____

Address* _____

City, State, ZIP code* _____

Employer Identification Number _____

Contact person* _____

Title* _____

E-mail* _____

Phone* _____

Website _____

ORGANIZATION TYPE*

- K-12 (Public or non-profit)
- Government or municipality (Specify: _____)
- Higher education (Public or non-profit)
- Other (Specify: _____)

REFERRED BY

- Advertisement _____
- Current NJPA member _____
- Vendor representative _____
- Trade show _____
- NJPA website _____
- Other _____

Return completed agreement to

National Joint Powers Alliance ®
 202 12th Street NE
 Staples, MN 56479

Duff Erholtz

Phone 218-894-5490
 Fax 218-894-3045
 E-mail duff.erholtz@njpacoop.org

**Denotes required information*

NEW BUSINESS

**CHARTER TOWNSHIP OF YPSILANTI
2017 BUDGET AMENDMENT #18**

December 19, 2017

101 - GENERAL OPERATIONS FUND

Total Increase \$20,000.00

Request to increase the budget for revenues received from Nexus for the gas pipeline settlement and increase the expenditures for legal services provided to the Township. This will be funded by an increase in the revenues.

Revenues:	Nexus Gas Settlement	101-000-000-675.300	\$20,000.00
		Net Revenues	<u><u>\$20,000.00</u></u>
Expenditures:	Legal Services	101-210-000-801.002	\$20,000.00
		Net Expenditures	<u><u>\$20,000.00</u></u>

206 - FIRE FUND

Total Increase \$21,660.00

Request to add a new expenditure line titled "Negotiated Contract Adjustments" and request a budget amendment for Fire Fighter's wage increase for 2017. The estimated increase to all hours effected by the 3% wage increase for 2017 totals \$51,770. We will be requesting some line transfers from wages to the new negotiated contract adjustment line in the amount of \$30,110. We will need to request a budget amendment for the difference of \$21,660. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	206-000-000-699.000	\$21,660.00
		Net Revenues	<u><u>\$21,660.00</u></u>
Expenditures:	Negotiated Contract Adjustments	206-206-000-706.100	\$21,660.00
		Net Expenditures	<u><u>\$21,660.00</u></u>

Motion to Amend the 2017 Budget (#18):

Move to increase the General Fund budget by \$20,000 to \$11,194,306 and approve the department line item changes as outlined.

Move to increase the Fire Fund by \$21,660 to \$5,119,679 and approve the department line item changes as outlined.

McLAIN & WINTERS

ATTORNEYS AND COUNSELORS AT LAW

61 N. HURON
YPSILANTI, MICHIGAN 48197
(734) 481-1120

DENNIS O. McLAIN
WM. DOUGLAS WINTERS
ANGELA B. KING

FAX (734) 481-8909
[E-MAIL: mcwinlaw@gmail.com](mailto:mcwinlaw@gmail.com)

December 4, 2017

Brenda Stumbo, Supervisor
Karen Lovejoy Roe, Clerk
Larry Doe, Treasurer
Charter Township of Ypsilanti
7200 S. Huron River Drive
Ypsilanti, Michigan 48197

Re: ACD.net DAS Proposal

***Receipt of METRO Act Application From ACD.net Representative
as Well as Proposed Right-of-Way Telecommunication Permit***

Dear Township Board:

I attach copies of the required METRO Act Application received by our office on **November 30, 2017**, although it is dated **November 16, 2017**. I also attach a copy of a proposed Right-of-Way Telecommunication Permit our office received on **November 29, 2017**. Both of these documents were received from Steven Deroshia, the **“Outside Plant Engineer”** in charge of **“Site Development and Design.”**

In reviewing the file and comments in this matter, it has been my impression that the only request being made was to **“co-locate”** equipment on existing poles within the respective right-of-way. However, the Application, at page 4, specifically Section 2.2 states:

“2.2 Describe in plain English how Municipality should describe to the public the telecommunications service to be provided by Applicant and the telecommunications facilities to be installed by Applicant in the Public Ways.

We propose to build a fiber optic line that would connect our end users to a high speed telecommunication’s network. We also propose to install D.A.N.S poles as part of the fiber optic telecommunications network infrastructure. They will be used to co-locate fiber optic, wireless and communications signal regeneration equipment. Each pole will have D.A.N.S. (Distributed Antennae Network System) and associated hardware components.

In other words, the application is not only for the co-location on existing poles, but is a request to be allowed to install new poles that, presumably, could be used later on down the line to co-locate other devices principally under some type of lease arrangement.

As I was not at the meeting held on **November 15, 2017** with Mr. Deroshia at the Township, I do not know if everyone present was aware of the plan to install new poles. Maybe it is the intention to only install new poles in areas where existing poles are not available or adequate. This is something that should be discussed with the applicant even prior to the **December 19, 2017** Board Meeting.

Please keep in mind that the Township must act on an Application within forty-five (45) days from the date the provider (ACD.net) files a METRO Act application. Again, even though their application is dated **November 16, 2017**, the Act further provides the applicant shall file **“three (3) copies, one of which shall be marked and designated as the Master Copy”** with the Clerk at **7200 S. Huron River Drive, Ypsilanti, MI 48197**.

I will request Mr. Deroshia file the METRO Act application forms as required by statute. In the meantime, I just wanted to make sure everyone understood what the application was actually requesting.

Stumbo/Roe/Doe
Re: ACD.net DAS Proposal
December 4, 2017
Page 2

Please feel free to call with any questions.

Sincerely,


Dennis O. McLain

DOM/dc
Enc. METRO Act Application and Right-of-Way Telecommunications Permit

cc: Trustees
Mike Radzik
Dave Bellers
Bill Elling
Jill Kulhanek
Wm. Douglas Winters

**METRO Act Permit Application Form
Revised February 2, 2015**

Ypsilanti Charter Township
Name of Local Unit of Government

**APPLICATION FOR
ACCESS TO AND ONGOING USE OF PUBLIC WAYS BY
TELECOMMUNICATIONS PROVIDERS
UNDER
METROPOLITAN EXTENSION TELECOMMUNICATIONS
RIGHTS-OF-WAY OVERSIGHT ACT
2002 PA 48
MCL SECTIONS 484.3101 TO 484.3120**

BY

**KEPS Technologies Inc. dba ACD.net and ACD Telecom, Inc.
("APPLICANT")**

Unfamiliar with METRO Act?--Assistance: Municipalities unfamiliar with Michigan Metropolitan Extension Telecommunications Rights-of-Way Oversight Act ("METRO Act") permits for telecommunications providers should seek assistance, such as by contacting the Telecommunications Division of the Michigan Public Service Commission at 517-284-8190 or via its web site at http://www.michigan.gov/mpsc/0,4639,7-159-16372_22707---,00.html.

45 Days to Act—Fines for Failure to Act: The METRO Act states that "A municipality shall approve or deny access under this section within 45 days from the date a provider files an application for a permit for access to a public right-of-way." MCL 484.3115(3). The Michigan Public Service Commission can impose fines of up to \$40,000 per day for violations of the METRO Act. It has imposed fines under the Michigan Telecommunications Act where it found providers or municipalities violated the statute.

Where to File: Applicants should file copies as follows [municipalities should adapt as appropriate—unless otherwise specified service should be as follows]:

-- Three (3) copies (one of which shall be marked and designated as the master copy) with the Clerk at 7200 S. Huron River Dr., Ypsilanti, MI 48197.

Ypsilanti Charter Township
Name of local unit of government

**APPLICATION FOR
ACCESS TO AND ONGOING USE OF PUBLIC WAYS BY
TELECOMMUNICATIONS PROVIDERS**

By
KEPS Technologies Inc, dba ACD.net
("APPLICANT")

This is an application pursuant to Sections 5 and 6 of the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act, 2002 PA 48 (the "METRO Act") for access to and ongoing usage of the public right-of-way, including public roadways, highways, streets, alleys, easements, and waterways ("Public Ways") in the Municipality for a telecommunications system. The METRO Act states that "A municipality shall approve or deny access under this section within 45 days from the date a provider files an application for a permit for access to a public right-of-way." MCL 484.3115(3).

This application must be accompanied by a one-time application fee of \$500, unless the applicant is exempt from this requirement under Section 5(3) of the METRO Act, MCL 484.3105(3).

1 GENERAL INFORMATION:

1.1 Date: 11/16/17

1.2 Applicant's legal name: KEPS Technologies Inc, dba ACD.net
Mailing Address: ACD.net
1800 N. Grand River Ave.
Lansing, MI 48906

Telephone Number: 517-999-9999
Fax Number: 517-999-3993
Corporate website: http://www.acd.net

Name and title of Applicant's local manager (and if different) contact person regarding this application:

Steve Deroshia
Mailing Address: ACD.net
1800 N. Grand River Ave.
Lansing, MI 48906
Telephone Number: 517-999-3205

Fax Number: 517-999-3993
E-mail Address: deroshia.steve@acd.net

1.3 Type of Entity: (Check one of the following)

- Corporation
- General Partnership
- Limited Partnership
- Limited Liability Company
- Individual
- Other: please describe: _____

1.4 Assumed name for doing business, if any: ACD.net

1.5 Description of Entity: Competitive Local Exchange Carrier

1.5.1 Jurisdiction of incorporation/formation; Michigan

1.5.2 Date of incorporation/formation; 1987

1.5.3 If a subsidiary, name of ultimate parent company;

1.5.4 Chairperson, President/CEO, Secretary and Treasurer (and equivalent officials for non-corporate entities).

CEO, Kevin Schoen
President, Steve Schoen
CFO, David Sunden

1.6 Attach copies of Applicant's most recent annual report (with state ID number) filed with the Michigan Department of Licensing and Regulatory Affairs and certificate of good standing with the State of Michigan. For entities in existence for less than one year and for non-corporate entities, provide equivalent information. See Exhibit A.

1.7 Is Applicant aware of any present or potential conflicts of interest between Applicant and Municipality? If yes, describe: No

1.8 In the past three (3) years, has Applicant had a permit to install telecommunications facilities in the public right of way revoked by any Michigan municipality?

Circle: Yes No

If "yes," please describe the circumstances.

1.9 In the past three (3) years, has an adverse finding been made or an adverse final action been taken by any Michigan court or administrative body against Applicant under any law or regulation related to the following:

1.9.1 A felony; No

1.9.2 A revocation or suspension of any authorization (including cable franchises) to provide telecommunications or video programming services?

Circle: Yes

No

If "yes," please attach a full description of the parties and matters involved, including an identification of the court or administrative body and any proceedings (by dates and file numbers, if applicable), and the disposition of such proceedings.

1.10 [If Applicant has been granted and currently holds a license to provide basic local exchange service, no financial information needs to be supplied.] If publicly held, provide Applicant's most recent financial statements. If financial statements of a parent company of Applicant (or other affiliate of Applicant) are provided in lieu of those of Applicant, please explain.

1.10.1 If privately held, and if Municipality requests the information within 10 days of the date of this Application, the Applicant and the Municipality should make arrangements for the Municipality to review the financial statements.

If no financial statements are provided, please explain and provide particulars.

2 DESCRIPTION OF PROJECT:

2.1 Provide a copy of authorizations, if applicable, Applicant holds to provide telecommunications services in Municipality. If no authorizations are applicable, please explain.

A copy of the "Basic Local Exchange Service License" is attached labeled as Exhibit B.

2.2 Describe in plain English how Municipality should describe to the public the telecommunications services to be provided by Applicant and the telecommunications facilities to be installed by Applicant in the Public Ways.

We propose to build a fiber optic line that would connect our end users to a highspeed telecommunications network. We also propose to install DANS poles as part of the fiber optic telecommunications network infrastructure. They will be used to co-locate fiber optic, wireless and communications signal regeneration equipment. Each pole will have a D.A.N.S. (Distributed Antenna Network System) and associated hardware components.

2.3 Attach route maps showing the location (including whether overhead or underground) of Applicant's existing and proposed facilities in the public right-of-way. To the extent known, please identify the side of the street on which the facilities will be located. (If construction approval is sought at this time, provide engineering drawings, if available, showing location and depth, if applicable, of facilities to be installed in the public right-of-way).

Route maps are attached as Exhibit C.

2.4 Please provide an anticipated or actual construction schedule.

We would like to start this project no later than December 18, 2017. Final determination will be dependent on permit issuance and weather. Construction will take about 3 months.

2.5 Please list all organizations and entities which will have any ownership interest in the facilities proposed to be installed in the Public Ways.

KEPS Technologies, Inc. is the sole owner of any equipment or fiber that we install to connect to the network.

2.6 Who will be responsible for maintaining the facilities Applicant places in the Public Ways and how are they to be promptly contacted? If Applicant's facilities are to be installed on or in existing facilities in the Public Ways of existing public utilities or incumbent telecommunications providers, describe the facilities to be used, and provide verification of their consent to such usage by Applicant.

KEPS Technologies, Inc. or their appointee's will perform any maintenance needed.

3 TELECOMMUNICATION PROVIDER ADMINISTRATIVE MATTERS:

Please provide the following or attach an appropriate exhibit.

3.1 Address of Applicant's nearest local office;

1800 N. Grand River Ave., Lansing, MI 48906

3.2 Location of all records and engineering drawings, if not at local office;

1800 N. Grand River Ave., Lansing, MI 48906

3.3 Names, titles, addresses, e-mail addresses and telephone numbers of contact person(s) for Applicant's engineer or engineers and their responsibilities for the telecommunications system

Phil Brown, OSP Engineer, brown.phil@acd.net, 517-999-3213

1800 North Grand River Ave., Lansing, MI 48906

Quality Control of Outside Plant Engineering and Engineered drawings

3.4 Provide evidence of self-insurance or a certificate of insurance showing Applicant's insurance coverage, carrier and limits of liability for the following:

See Exhibit D

3.4.1 Worker's compensation;

3.4.2 Commercial general liability, including at least:

3.4.2.1 Combined overall limits;

3.4.2.2 Combined single limit for each occurrence of bodily injury;

3.4.2.3 Personal injury;

3.4.2.4 Property damage;

3.4.2.5 Blanket contractual liability for written contracts, products, and completed operations;

3.4.2.6 Independent contractor liability;

3.4.2.7 For any non-aerial installations, coverage for property damage from perils of explosives, collapse, or damage to underground utilities (known as XCU coverage);

3.4.2.8 Environmental contamination;

3.4.3 Automobile liability covering all owned, hired, and non-owned vehicles used by Applicant, its employee, or agents.

3.5 Names of all anticipated contractors and subcontractors involved in the construction, maintenance and operation of Applicant's facilities in the Public Ways.

BRE Communications Inc., 9329 N. Cut Rd, Roscommon, MI 48653

Double K Underground, 9219 Holland Rd, Six Lakes, MI 48886

Ken Davidson Enterprises, 3195 Christy Way, Suite B, Saginaw, MI 48603

R.C. Directional Boring, 2000 Country Farm Rd, Howell, MI 48843


Utility Contracting Co., 1001 12 Mile Rd, Sparta, MI 49345

4 CERTIFICATION:

All the statements made in the application and attached exhibits are true and correct to the best of my knowledge and belief.

KEPS Technologies Inc,
DbA ACD.net ("APPLICANT")

11.16.17
Date


By

DAVID M. SUNDEN, CPA
Type or Print Name

CHIEF FINANCIAL OFFICER
Title

S:\metroapplicationform.doc



Department of Licensing and Regulatory Affairs

Lansing, Michigan

This is to Certify That

KEPS TECHNOLOGIES, INC.

was validly incorporated on February 14, 1991, as a Michigan profit corporation, and said corporation is validly in existence under the laws of this state.

This certificate is issued pursuant to the provisions of 1972 PA 284, as amended, to attest to the fact that the corporation is in good standing in Michigan as of this date and is duly authorized to transact business and for no other purpose.

This certificate is in due form, made by me as the proper officer, and is entitled to have full faith and credit given it in every court and office within the United States.



Sent by Facsimile Transmission
537475

In testimony whereof, I have hereunto set my hand, in the City of Lansing, this 6th day of February, 2014.

Alan J. Schefke, Director
Corporations, Securities & Commercial Licensing Bureau

**DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
CORPORATIONS, SECURITIES & COMMERCIAL LICENSING BUREAU
PROFIT CORPORATION ANNUAL REPORT**

Exhibit A

2016

Identification Number 537475	Corporation Name KEPS TECHNOLOGIES, INC.
--	--

Resident agent name and mailing address of the registered office STEVEN E. SCHOEN	
MI	
The address of the registered office 1800 NORTH GRAND RIVER AVE	
LANSING MI 48906	

Describe the purpose and activities of the corporation during the year covered by this report:
PHONE COMPANY, ISP, CONSTRUCTION OF TELECOMMUNICATION FIBER OPTIC LINES

Officer/Director Information		
NAME	TITLE	BUSINESS OR RESIDENCE ADDRESS
KEVIN SCHOEN	PRESIDENT	1800 N GRAND RIVER AVE LANSING MI 48906
STEVE SCHOEN	SECRETARY	1800 N GRAND RIVER AVE LANSING MI 48906
STEVE SCHOEN	TREASURER	1800 N GRAND RIVER AVE LANSING MI 48906
KEVIN SCHOEN	DIRECTOR	1800 N GRAND RIVER AVE LANSING MI 48906

Electronic Signature		
Filed By	Title	Phone
STEVE SCHOEN	AUTHORIZED OFFICER OR AGENT	571-989-9899
<input checked="" type="checkbox"/> I certify that this filing is submitted without fraudulent intent and that I am authorized by the business entity to make any changes reported herein.		

Payment Information		
Payment Amount	Payment Date/Time	Reference Nbr
\$ 35	05/28/2016 14:28:54	71315 6801 537475 2016



State of Michigan
John Engler, Governor

Department of Consumer & Industry Services
Kathleen M. Wilbur, Director

Public Service Commission

6545 Mercantile Way
P.O. Box 30221
Lansing, MI 48909-7721
Telephone: 517-241-6180
Web Site: .cis.state.mi.us/mpsc

Commissioners
Laura Chappelle
David A. Svanda
Robert B. Nelson

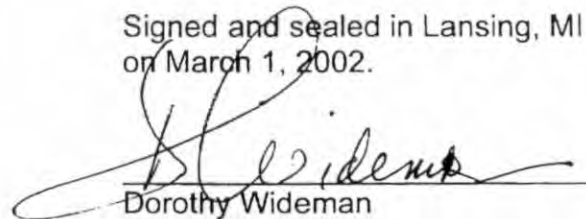
Basic Local Exchange Service License

I, Dorothy Wideman, Executive Secretary, Michigan Public Service Commission, certify that on January 19, 2000, in Case No. U-12180, the Michigan Public Service Commission granted ACD Telecom, Inc. a permanent license to render basic local exchange service within a specific geographic area, in accordance with the requirements of the Michigan Telecommunications Act, 1991 PA 179 as amended, MCL 484.2101 et seq., and all requirements established by laws, orders, and regulations of the Commission.

I further certify that on December 3, 2001, Commission staff officially approved the tariffs filed by ACD Telecom, Inc. as a precondition to commencing basic local exchange service in the state of Michigan.

This license cannot be sold or otherwise transferred without prior approval from the Michigan Public Service Commission. ACD Telecom, Inc. may not discontinue basic local exchange service without first complying with the requirements of Section 313 of the Michigan Telecommunications Act, MCL 484.2313.

Signed and sealed in Lansing, MI
on March 1, 2002.



Dorothy Wideman
Executive Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/13/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

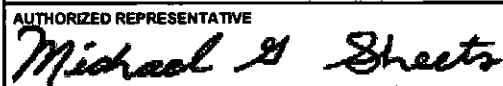
PRODUCER Lyman & Sheets Insurance Agency P.O. Box 15127 Lansing MI 48901	CONTACT NAME: Angela Maldonado PHONE (A/C No., Ext): 517-482-2211 E-MAIL ADDRESS: angelam@lymansheets.com	FAX (A/C No.): 517-371-4881
	INSURER(S) AFFORDING COVERAGE	
INSURED ACDNE-1 KEPS Technologies Inc dba ACD.net Dave Sunder 1800 N. Grand River Avenue Lansing MI 48906-3905	INSURER A: Chubb Group of Insurance Cos.	NAIC # 20303
	INSURER B: The Accident Fund Insurance Co	10166
	INSURER C: Auto-Owners Insurance Company	18988
	INSURER D: Westchester Surplus Lines Ins.	10172
	INSURER E: Federal Insurance Co.	20281
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 1436591999 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC OTHER:		36000815	2/20/2017	2/20/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
E	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		73583522	2/20/2017	2/20/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000		4984742701	2/20/2017	2/20/2018	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N N/A	WCV6097262	1/1/2017	1/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Envir. Contamination		G27442420 003	4/15/2017	4/15/2018	Each Occurrence 2,000,000 Aggregate 4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER Evidence of Coverage	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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**METRO Act Permit
Bilateral Form
Revised 12/06/02**

**RIGHT-OF-WAY
TELECOMMUNICATIONS PERMIT**

TERMS AND CONDITIONS

1 Definitions

- 1.1 Company shall mean KEPS Technologies, Inc. dba ACD.net organized under the laws of the State of Michigan whose address is 1800 North Grand River Ave, Lansing, MI 48906.
- 1.2 Effective Date shall mean the date set forth in Part 13.
- 1.3 Manager shall mean Municipality's Supervisor or his or her designee.
- 1.4 METRO Act shall mean the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act, Act No. 48 of the Public Acts of 2002, as amended.
- 1.5 Municipality shall mean Ypsilanti Charter Township a Michigan municipal corporation.
- 1.6 Permit shall mean this document.
- 1.7 Public Right-of-Way shall mean the area on, below, or above a public roadway, highway, street, alley, easement, or waterway, to the extent Municipality has the ability to grant the rights set forth herein. Public right-of-way does not include a federal, state, or private right-of-way.
- 1.8 Telecommunication Facilities or Facilities shall mean the Company's equipment or personal property, such as copper and fiber cables, lines, wires, switches, conduits, pipes, and sheaths, which are used to or can generate, receive, transmit, carry, amplify, or provide telecommunication services or signals. Telecommunication Facilities or Facilities do not include antennas, supporting structures for antennas, equipment shelters or houses, and any ancillary equipment and miscellaneous hardware used to provide federally licensed commercial mobile service as defined in Section 332(d) of Part I of Title III of the Communications Act of 1934, Chapter 652, 48 Stat. 1064, 47 U.S.C. 332 and further defined as commercial mobile radio service in 47 CFR 20.3, and service provided by any wireless, 2-way communications device.
- 1.9 Term shall have the meaning set forth in Part 7.

2 Grant

- 2.1 Municipality hereby grants a permit under the METRO Act to Company for access to and ongoing use of the Public Right-of-Way to construct, install and maintain Telecommunication Facilities in those portions of the Public Right-of-Way identified on Exhibit A on the terms set forth herein.
- 2.1.1 Exhibit A may be modified by written request by Company and approval by Manager.
- 2.1.2 Manager shall not unreasonably condition or deny any request for a modification of Exhibit A. Any decision of Manager on a request for a modification may be appealed by Company to Municipality's legislative body.
- 2.2 Overlapping. Company shall not allow the wires or any other facilities of a third party to be overlapped to the Telecommunication Facilities without Municipality's prior written consent. Municipality's right to withhold written consent is subject to the authority of the Michigan Public Service Commission under Section 361 of the Michigan Telecommunications Act, MCL § 484.2361.
- 2.3 Nonexclusive. The rights granted by this Permit are nonexclusive. Municipality reserves the right to approve, at any time, additional permits for access to and ongoing usage of the Public Right-of-Way by telecommunications providers and to enter into agreements for use of the Public Right-of-Way with and grant franchises for use of the Public Right-of-Way to telecommunications providers, cable companies, utilities and other providers.

3 Contacts, Maps and Plans

- 3.1 Company Contacts. The names, addresses and the like for engineering and construction related information for Company and its Telecommunication Facilities are as follows:
- 3.1.1 The address, e-mail address, phone number and contact person (title or name) at Company's local office (in or near Municipality) is Doreen Murphy, 1800 N. Grand River Avenue, Lansing, Michigan 48906. Phone: (517)449-1810 Fax:(517)999-3993 Email: murphy.doreen@acd.net.
- 3.1.2 If Company's engineering drawings, as-built plans and related records for the Telecommunication Facilities will not be located at the preceding local office, the location address, phone number and contact person (title or department) for them is Doreen Murphy, 1800 N. Grand River Avenue,

Lansing, Michigan 48906. Phone: (517)449-1810 Fax: (517)999-3993
Email: murphy.doreen@acd.net.

- 3.1.3 The name, title, address, e-mail address and telephone numbers of Company's engineering contact person(s) with responsibility for the design, plans and construction of the Telecommunication Facilities is Steve Schoen, 1800 N. Grand River Avenue, Lansing, Michigan 48906. Phone: (517)449-2456 Fax: (517)999-3993 Email: schoen.steve@acd.net.
 - 3.1.4 The address, phone number and contact person (title or department) at Company's home office/regional office with responsibility for engineering and construction related aspects of the Telecommunication Facilities is Steve Schoen, 1800 N. Grand River Avenue, Lansing, Michigan 48906. Phone: (517)449-2456 Fax: (517)999-3993 Email: schoen.steve@acd.net.
 - 3.1.5 Company shall at all times provide Manager with the phone number at which a live representative of Company (not voice mail) can be reached 24 hours a day, seven (7) days a week, in the event of a public emergency is (517)999-9999 (option #1).
 - 3.1.6 The preceding information is accurate as of the Effective Date. Company shall notify Municipality in writing as set forth in Part 12 of any changes in the preceding information.
- 3.2 Route Maps. Within ninety (90) days after the substantial completion of construction of new Facilities in a Municipality, a provider shall submit route maps showing the location of the Telecommunication Facilities to both the Michigan Public Service Commission and to the Municipality, as required under Section 6(7) of the METRO Act, MCLA 484.3106(7).
- 3.3 As-Built Records. Company, without expense to Municipality, shall, upon forty-eight (48) hours notice, give Municipality access to all "as-built" maps, records, plans and specifications showing the Telecommunication Facilities or portions thereof in the Public Right-of-Way. Upon request by Municipality, Company shall inform Municipality as soon as reasonably possible of any changes from previously supplied maps, records, or plans and shall mark up maps provided by Municipality so as to show the location of the Telecommunication Facilities.

4 Use of Public Right-of-Way

- 4.1 No Burden on Public Right-of-Way. Company, its contractors, subcontractors, and the Telecommunication Facilities shall not unduly burden or interfere with the present or future use of any of the Public Right-of-Way. Company's aerial cables and wires shall be suspended so as to not endanger or injure persons or property in or about the Public Right-of-Way. If Municipality reasonably

determines that any portion of the Telecommunication Facilities constitutes an undue burden or interference, due to changed circumstances, Company, at its sole expense, shall modify the Telecommunication Facilities or take such other actions as Municipality may determine is in the public interest to remove or alleviate the burden, and Company shall do so within a reasonable time period. Municipality shall attempt to require all occupants of a pole or conduit whose facilities are a burden to remove or alleviate the burden concurrently.

- 4.2 No Priority. This Permit does not establish any priority of use of the Public Right-of-Way by Company over any present or future permittees or parties having agreements with Municipality or franchises for such use. In the event of any dispute as to the priority of use of the Public Right-of-Way, the first priority shall be to the public generally, the second priority to Municipality, the third priority to the State of Michigan and its political subdivisions in the performance of their various functions, and thereafter as between other permit, agreement or franchise holders, as determined by Municipality in the exercise of its powers, including the police power and other powers reserved to and conferred on it by the State of Michigan.
- 4.3 Restoration of Property. Company, its contractors and subcontractors shall immediately (subject to seasonal work restrictions) restore, at Company's sole expense, in a manner approved by Municipality, any portion of the Public Right-of-Way that is in any way disturbed, damaged, or injured by the construction, installation, operation, maintenance or removal of the Telecommunication Facilities to a reasonably equivalent (or, at Company's option, better) condition as that which existed prior to the disturbance. In the event that Company, its contractors or subcontractors fail to make such repair within a reasonable time, Municipality may make the repair and Company shall pay the costs Municipality incurred for such repair.
- 4.4 Marking. Company shall mark the Telecommunication Facilities as follows: Aerial portions of the Telecommunication Facilities shall be marked with a marker on Company's lines on alternate poles which shall state Company's name and provide a toll-free number to call for assistance. Direct buried underground portions of the Telecommunication Facilities shall have (1) a conducting wire placed in the ground at least several inches above Company's cable (if such cable is nonconductive); (2) at least several inches above that, a continuous colored tape with a statement to the effect that there is buried cable beneath; and (3) stakes or other appropriate above ground markers with Company's name and a toll-free number indicating that there is buried telephone cable below. Bored underground portions of the Telecommunication Facilities shall have a conducting wire at the same depth as the cable and shall not be required to provide the continuous colored tape. Portions of the Telecommunication Facilities located in conduit, including conduit of others used by Company, shall be marked at its entrance into

and exit from each manhole and handhole with Company's name and a toll-free telephone number.

- 4.5 Tree Trimming. Company may trim trees upon and overhanging the Public Right-of-Way so as to prevent the branches of such trees from coming into contact with the Telecommunication Facilities, consistent with any standards adopted by Municipality. Company shall dispose of all trimmed materials. Company shall minimize the trimming of trees to that essential to maintain the integrity of the Telecommunication Facilities. Except in emergencies, all trimming of trees in the Public Right-of-Way shall have the advance approval of Manager.
- 4.6 Installation and Maintenance. The construction and installation of the Telecommunication Facilities shall be performed pursuant to plans approved by Municipality. The open cut of any Public Right-of-Way shall be coordinated with the Manager or his designee. Company shall install and maintain the Telecommunication Facilities in a reasonably safe condition. If the existing poles in the Public Right-of-Way are overburdened or unavailable for Company's use, or the facilities of all users of the poles are required to go underground then Company shall, at its expense, place such portion of its Telecommunication Facilities underground, unless Municipality approves an alternate location. Company may perform maintenance on the Telecommunication Facilities without prior approval of Municipality, provided that Company shall obtain any and all permits required by Municipality in the event that any maintenance will disturb or block vehicular traffic or are otherwise required by Municipality.
- 4.7 Pavement Cut Coordination. Company shall coordinate its construction and all other work in the Public Right-of-Way with Municipality's program for street construction and rebuilding (collectively "Street Construction") and its program for street repaving and resurfacing (except seal coating and patching) (collectively, "Street Resurfacing").
- 4.7.1 The goals of such coordination shall be to encourage Company to conduct all work in the Public Right-of-Way in conjunction with or immediately prior to any Street Construction or Street Resurfacing planned by Municipality.
- 4.8 Compliance with Laws. Company shall comply with all laws, statutes, ordinances, rules and regulations regarding the construction, installation, and maintenance of its Telecommunication Facilities, whether federal, state or local, now in force or which hereafter may be promulgated. Before any installation is commenced, Company shall secure all necessary permits, licenses and approvals from Municipality or other governmental entity as may be required by law, including, without limitation, all utility line permits and highway permits. Municipality shall not unreasonably delay or deny issuance of any such permits,

licenses or approvals. Company shall comply in all respects with applicable codes and industry standards, including but not limited to the National Electrical Safety Code (latest edition adopted by Michigan Public Service Commission) and the National Electric Code (latest edition). Company shall comply with all zoning and land use ordinances and historic preservation ordinances as may exist or may hereafter be amended. This section does not constitute a waiver of Company's right to challenge laws, statutes, ordinances, rules or regulations now in force or established in the future.

- 4.9 **Street Vacation.** If Municipality vacates or consents to the vacation of Public Right-of-Way within its jurisdiction, and such vacation necessitates the removal and relocation of Company's Facilities in the vacated Public Right-of-Way, Company shall, as a condition of this Permit, consent to the vacation and remove its Facilities at its sole cost and expense when ordered to do so by Municipality or a court of competent jurisdiction. Company shall relocate its Facilities to such alternate route as Municipality and Company mutually agree, applying reasonable engineering standards.
- 4.10 **Relocation.** If Municipality requests Company to relocate, protect, support, disconnect, or remove its Facilities because of street or utility work, or other public projects, Company shall relocate, protect, support, disconnect, or remove its Facilities, at its sole cost and expense, including where necessary to such alternate route as Municipality and Company mutually agree, applying reasonable engineering standards. The work shall be completed within a reasonable time period.
- 4.11 **Public Emergency.** Municipality shall have the right to sever, disrupt, dig-up or otherwise destroy Facilities of Company if such action is necessary because of a public emergency. If reasonable to do so under the circumstances, Municipality shall attempt to provide notice to Company. Public emergency shall be any condition which poses an immediate threat to life, health, or property caused by any natural or man-made disaster, including, but not limited to, storms, floods, fire, accidents, explosions, water main breaks, hazardous material spills, etc. Company shall be responsible for repair at its sole cost and expense of any of its Facilities damaged pursuant to any such action taken by Municipality.
- 4.12 **Miss Dig.** If eligible to join, Company shall subscribe to and be a member of "MISS DIG," the association of utilities formed pursuant to Act 53 of the Public Acts of 1974, as amended, MCL § 460.701 et seq., and shall conduct its business in conformance with the statutory provisions and regulations promulgated thereunder.
- 4.13 **Underground Relocation.** If Company has its Facilities on poles of Consumers Energy, Detroit Edison or another electric or telecommunications provider and Consumers Energy, Detroit Edison or such other electric or telecommunications

provider relocates its system underground, then Company shall relocate its Facilities underground in the same location at Company's sole cost and expense.

- 4.14 **Identification.** All personnel of Company and its contractors or subcontractors who have as part of their normal duties contact with the general public shall wear on their clothing a clearly visible identification card bearing Company's name, their name and photograph. Company shall account for all identification cards at all times. Every service vehicle of Company and its contractors or subcontractors shall be clearly identified as such to the public, such as by a magnetic sign with Company's name and telephone number.

5 **Indemnification**

- 5.1 **Indemnity.** Company shall defend, indemnify, protect, and hold harmless Municipality, its officers, agents, employees, elected and appointed officials, departments, boards, and commissions from any and all claims, losses, liabilities, causes of action, demands, judgments, decrees, proceedings, and expenses of any nature (collectively "claim" for this Part 5) (including, without limitation, attorneys' fees) arising out of or resulting from the acts or omissions of Company, its officers, agents, employees, contractors, successors, or assigns, but only to the extent such acts or omissions are related to the Company's use of or installation of facilities in the Public Right-of-Way and only to the extent of the fault or responsibility of Company, its officers, agents, employees, contractors, successors and assigns.
- 5.2 **Notice, Cooperation.** Municipality shall notify Company promptly in writing of any such claim and the method and means proposed by Municipality for defending or satisfying such claim. Municipality shall cooperate with Company in every reasonable way to facilitate the defense of any such claim. Municipality shall consult with Company respecting the defense and satisfaction of such claim, including the selection and direction of legal counsel.
- 5.3 **Settlement.** Municipality shall not settle any claim subject to indemnification under this Part 5 without the advance written consent of Company, which consent shall not be unreasonably withheld. Company shall have the right to defend or settle, at its own expense, any claim against Municipality for which Company is responsible hereunder.

6 **Insurance**

- 6.1 **Coverage Required.** Prior to beginning any construction in or installation of the Telecommunication Facilities in the Public Right-of-Way, Company shall obtain insurance as set forth below and file certificates evidencing same with Municipality. Such insurance shall be maintained in full force and effect until the end of the Term. In the alternative, Company may satisfy this requirement

through a program of self-insurance, acceptable to Municipality, by providing reasonable evidence of its financial resources to Municipality. Municipality's acceptance of such self-insurance shall not be unreasonably withheld.

- 6.1.1 Commercial general liability insurance, including Completed Operations Liability, Independent Contractors Liability, Contractual Liability coverage, railroad protective coverage and coverage for property damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCU coverage, in an amount not less than Five Million Dollars (\$5,000,000).
 - 6.1.2 Liability insurance for sudden and accidental environmental contamination with minimum limits of Five Hundred Thousand Dollars (\$500,000) and providing coverage for claims discovered within three (3) years after the term of the policy.
 - 6.1.3 Automobile liability insurance in an amount not less than One Million Dollars (\$1,000,000).
 - 6.1.4 Workers' compensation and employer's liability insurance with statutory limits, and any applicable Federal insurance of a similar nature.
 - 6.1.5 The coverage amounts set forth above may be met by a combination of underlying (primary) and umbrella policies so long as in combination the limits equal or exceed those stated. If more than one insurance policy is purchased to provide the coverage amounts set forth above, then all policies providing coverage limits excess to the primary policy shall provide drop down coverage to the first dollar of coverage and other contractual obligations of the primary policy, should the primary policy carrier not be able to perform any of its contractual obligations or not be collectible for any of its coverages for any reason during the Term, or (when longer) for as long as coverage could have been available pursuant to the terms and conditions of the primary policy.
- 6.2 Additional Insured. Municipality shall be named as an additional insured on all policies (other than worker's compensation and employer's liability). All insurance policies shall provide that they shall not be canceled, modified or not renewed unless the insurance carrier provides thirty (30) days prior written notice to Municipality. Company shall annually provide Municipality with a certificate of insurance evidencing such coverage. All insurance policies (other than environmental contamination, workers' compensation and employer's liability insurance) shall be written on an occurrence basis and not on a claims made basis.
- 6.3 Qualified Insurers. All insurance shall be issued by insurance carriers licensed to do business by the State of Michigan or by surplus line carriers on the Michigan

Insurance Commission approved list of companies qualified to do business in Michigan. All insurance and surplus line carriers shall be rated A+ or better by A.M. Best Company.

- 6.4 Deductibles. If the insurance policies required by this Part 6 are written with retainages or deductibles in excess of \$50,000, they shall be approved by Manager in advance in writing. Company shall indemnify and save harmless Municipality from and against the payment of any deductible and from the payment of any premium on any insurance policy required to be furnished hereunder.
- 6.5 Contractors. Company's contractors and subcontractors working in the Public Right-of-Way shall carry in full force and effect commercial general liability, environmental contamination liability, automobile liability and workers' compensation and employer liability insurance which complies with all terms of this Part 6. In the alternative, Company, at its expense, may provide such coverages for any or all its contractors or subcontractors (such as by adding them to Company's policies).
- 6.6 Insurance Primary. Company's insurance coverage shall be primary insurance with respect to Municipality, its officers, agents, employees, elected and appointed officials, departments, boards, and commissions (collectively "them"). Any insurance or self-insurance maintained by any of them shall be in excess of Company's insurance and shall not contribute to it (where "insurance or self-insurance maintained by any of them" includes any contract or agreement providing any type of indemnification or defense obligation provided to, or for the benefit of them, from any source, and includes any self-insurance program or policy, or self-insured retention or deductible by, for or on behalf of them).

7 Term

- 7.1 Term. The term ("Term") of this Permit shall be until the earlier of:
- 7.1.1 Fifteen years (15) from the Effective Date; provided, however, that following such initial term there shall be three subsequent renewal terms of five (5) years. Each renewal term shall be automatic unless Municipality notifies Company in writing, at least twelve (12) months prior to the end of any term then in effect, that due to changed circumstances a need exists to negotiate the subsequent renewal with Company. Municipality shall not unreasonably deny a renewal term; or
- 7.1.2 When the Telecommunication Facilities have not been used to provide telecommunications services for a period of one hundred and eighty (180) days by the Company or a successor of an assign of the Company; or

- 7.1.3 When Company, at its election and with or without cause, delivers written notice of termination to Municipality at least one-hundred and eighty (180) days prior to the date of such termination; or
- 7.1.4 Upon either Company or Municipality giving written notice to the other of the occurrence or existence of a default by the other party under Sections 4.8, 6, 8 or 9 of this Permit and such defaulting party failing to cure, or commence good faith efforts to cure, such default within sixty (60) days (or such shorter period of time provided elsewhere in this Permit) after delivery of such notice; or
- 7.1.5 Unless Manager grants a written extension, one year from the Effective Date if prior thereto Company has not started the construction and installation of the Telecommunication Facilities within the Public Right-of-Way and two years from the Effective Date if by such time construction and installation of the Telecommunication Facilities is not complete.

8 Performance Bond or Letter of Credit

- 8.1 Municipal Requirement. Municipality may require Company to post a bond (or letter of credit) as provided in Section 15(3) of the METRO Act, as amended [MCL § 484.3115(3)].

9 Fees

- 9.1 Establishment; Reservation. The METRO Act shall control the establishment of right-of-way fees. The parties reserve their respective rights regarding the nature and amount of any fees which may be charged by Municipality in connection with the Public Right-of-Way.

10 Removal

- 10.1 Removal; Underground. As soon as practicable after the Term, Company or its successors and assigns shall remove any underground cable or other portions of the Telecommunication Facilities from the Public Right-of-Way which has been installed in such a manner that it can be removed without trenching or other opening of the Public Right-of-Way. Company shall not remove any underground cable or other portions of the Telecommunication Facilities which requires trenching or other opening of the Public Right-of-Way except with the prior written approval of Manager. All removals shall be at Company's sole cost and expense.
 - 10.1.1 For purposes of this Part 10, "cable" means any wire, coaxial cable, fiber optic cable, feed wire or pull wire.

11.3 Company may grant a security interest in this Permit, its rights thereunder or the Telecommunication Facilities at any time without notifying Municipality.

12 Notices

12.1 Notices. All notices under this Permit shall be given as follows:

12.1.1 If to Municipality, Ypsilanti Charter Township, 7200 S. Huron River Dr., Ypsilanti, MI 48197.

12.1.2 If to Company, to Kevin Schoen, KEPS Technologies Inc. dba ACD.net, 1800 N. Grand River Avenue, Lansing, Michigan 48906. Phone: (517)999-9999 Fax: (517)999-3993 Email: schoen.kevin@acd.net.

12.2 Change of Address. Company and Municipality may change its address or personnel for the receipt of notices at any time by giving notice thereof to the other as set forth above.

13 Other items

13.1 No Cable, OVS. This Permit does not authorize Company to provide commercial cable type services to the public, such as "cable service" or the services of an "open video system operator" (as such terms are defined in the Federal Communications Act of 1934 and implementing regulations, currently 47 U.S.C. §§ 522 (6), 573 and 47 CFR § 76.1500).

13.2 Duties. Company shall faithfully perform all duties required by this Permit.

13.3 Effective Date. This Permit shall become effective when issued by Municipality and Company has provided any insurance certificates and bonds required in Parts 6 and 8, and signed the acceptance of the Permit.

13.4 Authority. This Permit satisfies the requirement for a permit under Section 5 of the METRO Act [MCL 484.3105].

13.5 Amendment. Except as set forth in Section 2.1 this Permit may be amended by the written agreement of Municipality and Company.

13.6 Interpretation and Severability. The provisions of this Permit shall be liberally construed to protect and preserve the peace, health, safety and welfare of the public, and should any provision or section of this Permit be held unconstitutional, invalid, overbroad or otherwise unenforceable, such determination/holding shall not be construed as affecting the validity of any of the remaining conditions of this Permit. If any provision in this Permit is found to be

partially overbroad, unenforceable, or invalid, Company and Municipality may nevertheless enforce such provision to the extent permitted under applicable law.

13.7 Governing Law. This Permit shall be governed by the laws of the State of Michigan.

Ypsilanti Charter Township

Attest:

By: _____
Clerk

By: _____

Its: _____

Date: _____

“Company accepts the Permit granted by Municipality upon the terms and conditions contained therein.”

KEPS Technologies, Inc. dba ACD.net

By: 






Its: CHIEF FINANCIAL OFFICER

Date: 11.16.17

\\ODMA\PCDOCS\GRR\759319\6

Exhibit A

Ypsilanti Charter Township

-  Proposed Fiber Route
-  Proposed Fiber Route
-  Proposed Fiber Route
-  Proposed Fiber Route
-  Proposed Fiber Route



Charter Township of Ypsilanti

RESOLUTION NO. 2017-37

Authorizing Township Legal Counsel to Proceed with Appeal for Charter Township of Ypsilanti v. Judith Pontius and DFCU Financial, a Federal Credit Union and Authorization to Seek Assistance from Outside Agencies in Support of Appeal

WHEREAS, the Charter Township of Board of Trustees (Board) authorized Township legal counsel to institute litigation against the owner of **1196 Lester Street** to enforce its Medical Marijuana Ordinance prohibiting caregivers from growing for their patients in residential areas; and

WHEREAS, the Township's lawsuit was assigned to Judge Carol Kuhnke of the Washtenaw County Circuit Court who, after hearing argument from both sides, ruled on **September 15, 2017** that the Township's prohibition on caregiver's growing for their patients in residential neighborhoods, was not enforceable and that such conduct was protected by the Medical Marijuana Act; and

WHEREAS, the Board authorizes Township legal counsel to proceed with the appeal of Judge Kunke's ruling to the Michigan Court of Appeals and also authorizes Township legal counsel to seek assistance of outside entities such as the Michigan Township Association, Michigan Municipal League and the like to assist in support of the Township's position should they so desire by filing Amicus Briefs in support thereof with the Michigan Court of Appeals.

NOW THEREFORE,

BE IT RESOLVED that the Township Board authorizes Township legal counsel to proceed with the appeal in this matter and to seek the assistance of outside agencies as described above in support thereof.

CHARTER TOWNSHIP OF YPSILANTI

OFFICE OF COMMUNITY STANDARDS

Building Safety • Planning & Zoning • Ordinance Enforcement • Police Services

To: Karen Lovejoy Roe, Clerk
From: Michael Radzik, OCS Director
Re: **Request to approve an amendment to the Washtenaw County Police Services Contract amending the term of service through calendar year 2018 and amending the price to \$160,650 per Police Service Unit; funds budgeted in Law Enforcement Fund 266-301.000-831.000.**
Copy: McLain & Winters, Township Attorneys
Date: December 13, 2017

On October 18, 2017, the Washtenaw County Board of Commissioners approved Resolution No. 17-163 which:

1. Adopted the Police Services 2018-21 Cost/Price Metrics for Police Service Units (PSU) as recommended by the Police Services Steering Committee;
2. Authorized the PSU contract price of \$160,650 for 2018, \$163,060 for 2019, \$165,506 for 2020 and \$167,988 for 2021 representing 1.5% increases each year;
3. Approved a one-year contract amendment for 2018 for all Police Service Contracts with the contract term for calendar years 2019, 2020, 2021, and 2022 being conditioned upon voter approval of the Washtenaw County Community Mental Health/Public Safety Preservation millage on November 7, 2017.

Following adoption of the resolution, Supervisor Brenda Stumbo received the enclosed one-year contract amendment from County Administrator Greg Dill, Board of Commissioners Chair Andy LaBarre, and Sheriff Jerry Clayton. The proposal amends *Article II-Compensation and Overtime* to include the 2018 PSU price of \$160,650, and amends *Article V-Term* to include calendar year 2018. All other terms and conditions remain the same as in the original contract.

As recently directed by the Board of Trustees during budget presentations, Ypsilanti Township's desire to increase its Police Services Contract to a higher staffing level has been conveyed to the Sheriff's Office. We have been advised that the Board of Commissioners must act first to approve the additional deputy positions prior to amending *Article I-Scope of Services* of our contract to increase the staffing level. It is anticipated that county approval may occur in February 2018; in the meantime, the sheriff's office indicated it will endeavor to hire and train additional personnel as soon as possible in anticipation of increased staffing levels.

CHARTER TOWNSHIP OF YPSILANTI

Given that the current Police Services Contract with Washtenaw County expires on December 31, 2017, I recommend approval of this contract amendment that will provide uninterrupted services through 2018 at the current staffing level of 35 PSU. I will continue to work with county staff to further amend our contract to add additional PSU staffing at the county's earliest opportunity.

Thank you for your consideration. Please contact me with questions or concerns.

Enclosures: 2018 Police Services contract proposed amendment
County Board of Commissioners Resolution No. 17-163



WASHTENAW COUNTY OFFICE OF THE SHERIFF



JERRY L. CLAYTON
SHERIFF

2201 Hogback Road ♦ Ann Arbor, Michigan 48105-9732 ♦ OFFICE (734) 971-8400 ♦ FAX (734) 973-4624 ♦ EMAIL sheriff@ewashtenaw.org

MARK A. PTASZEK
UNDERSHERIFF

October 23, 2017

To: All Police Services Contracting Partners

Re: PSU Price for 2018 and future 2019 – 2022 PSU Price

On October 18, 2017, the WCSO proposed to the Washtenaw County Board of Commissioners a four-year contracting covering the years 2018-2021. We proposed a total 6% contract price increase during the life of the contract. The BOC rejected the proposal and adopted the price of \$160,650 per Police Service Unit (PSU) for a one year contract covering January 1, 2018-December 31, 2018. The BOC action was greatly influenced by the following:

- BOC decision to adopt a one-year budget for 2018 and develop a four-year budget covering 2019-2022. The BOC wants alignment between Police Services contracts and the County budget.
- Financial uncertainty associated with maintaining current Police Services contract funding architecture. Funding decisions will be directly impacted by the outcome of the November 7, 2017 millage vote.

Thank you for your continuing partnership in assuring the provision of high quality, cost effective public safety services. Our partnership and collaborations benefit us all. As always, please contact me if you have any questions.

Very truly yours,

Jerry L. Clayton
Sheriff

Gregory Dill
County Administrator

Andy LaBarre
Chair of the Board of Commissioners



WASHTENAW COUNTY OFFICE OF THE SHERIFF



JERRY L. CLAYTON
SHERIFF

2201 Hogback Road ♦ Ann Arbor, Michigan 48105-9732 ♦ OFFICE (734) 971-8400 ♦ FAX (734) 973-4624 ♦ EMAIL sheriff@ewashtenaw.org

MARK A. PTASZEK
UNDERSHERIFF

October 19, 2017

CV 32854.2

Brenda Stumbo, Township Supervisor
Ypsilanti Charter Township
7200 S. Huron River Drive
Ypsilanti, MI 48197

Dear Township Supervisor Brenda Stumbo,

Washtenaw County wishes to amend the contract with your agency. Corporation Counsel has indicated that this amendment could be accomplished by a letter signed by both of us. If this amendment is agreeable to you, please sign and return all copies of this letter. You will receive an executed copy of this letter upon completion.

Accordingly, I hereby amend the Service Contract between Washtenaw County and Ypsilanti Charter Township dated January 1, 2012 as follows:

Amend ARTICLE II – COMPENSATION AND OVERTIME to extend the contract as follows:

“The price for a PSU is fixed as follows: (1) \$150,594.00 per PSU for 2012; (2) \$152,100.00 per PSU for 2013; (3) \$153,621.00 per PSU for 2014; (4) \$155,157.00 per PSU for 2015; (5) \$156,709.00 per PSU for 2016; (6) \$158,276.00 per PSU for 2017; and (7) \$160,650 per PSU for 2018. Beginning in 2014, the County reserves the right to adjust these prices as a result of significant unforeseen cost increases in line items contained the Direct Cost categories (Salary, Fringe, Uniform Allowance, Gun Allowance and Fleet). The county and Sheriff shall give each Contracting Partner six (6) months written notice of any such increase.”

Amend ARTICLE V – TERM to extend the contract as follows:

“The term of this contract shall be for seventy-two months with an effective date of January 1, 2012 and ending on December 31, 2018.”

All other terms and conditions remain the same as in the original contract



WASHTENAW COUNTY OFFICE OF THE SHERIFF



2201 Hogback Road ♦ Ann Arbor, Michigan 48105-9732 ♦ OFFICE (734) 971-8400 ♦ FAX (734) 973-4624 ♦ EMAIL sheriff@ewashtenaw.org

JERRY L. CLAYTON
SHERIFF

MARK A. PTASZEK
UNDERSHERIFF

ATTEST:

WASHTENAW COUNTY

Lawrence Kestenbaum (DATE)
County Clerk/Register

Gregory Dill (DATE)
County Administrator

APPROVED FOR CONTENT:

Ypsilanti Charter Township

Jerry L. Clayton (DATE)
Sheriff

Accepted by _____
Brenda Stumbo, Township Supervisor (DATE)

Original: Clerk
Vendor
cc: Department
Purchasing

A RESOLUTION ACCEPTING THE RECOMMENDATION FROM THE POLICE SERVICES STEERING COMMITTEE (PSSC) AND ADOPTING THE POLICE SERVICES 2018-21 COST/PRICE METRICS AS THE AGREED CALCULATION FOR THE TOTAL PRICE OF A POLICE SERVICE UNIT (PSU) WASHTENAW COUNTY BOARD OF COMMISSIONERS

October 18, 2017

WHEREAS, The Sheriff's Office and the county have provided contract police services to local jurisdictions for well over three decades and the current contracting architecture and methodology is in part based on the Northwestern University- Traffic Institute Police Allocation study incorporating the Police Services Unit (PSU) methodology by which a contract included a deputy and all necessary support; and

WHEREAS, there has been much analysis and review of issues associated with the cost and contract price metrics and methodology over the past decade; and

WHEREAS, in Summer 2013 the Police Services Steering Committee (PSSC) under the leadership of Sheriff Clayton established a Financial Sub-Committee with a charge of reviewing potential cost scenarios facing the police services contracts in light of the County budget process; and

WHEREAS, the Financial Sub-Committee reviewed all costs within the direct, indirect and overhead categories and brought different scenarios to the full PSSC to better understand the financial challenges facing the County; and

WHEREAS, on October 2, 2013 the County Administrator put forth a recommended price increase of 1% for 2016 and 2017 in the 2014 – 2016 budget presentation to the Board of Commissioners; and

WHEREAS, on November 20, 2013 the Board of Commissioners adopted the 2014 – 2017 budget, setting the Police Services Unit (PSU) price for 2016 at \$156,709 and 2017 at \$158,276 per PSU; and

WHEREAS, this will extend the Police Services contract by another four years, allowing contracting jurisdictions to better plan their budget and make any necessary changes to millages; and

WHEREAS, in these times of economic uncertainty, the Sheriff's Office, the county and the townships, recognized there would be additional value in being able to provide predictability around price to aid in budget planning for all parties involved; and

WHEREAS, this matter has been reviewed by Corporation Counsel, the Finance Department, the County Administrator's Office, and the Ways and Means Committee;

NOW BE IT FURTHER RESOLVED, that the Washtenaw County Board of Commissioners hereby accepts the recommendation from the Police Services Steering Committee and adopts the Police Services 2018 - 21 Cost/Price Metrics as the agreed

upon calculation for the total price of a police service unit as attached hereto and made a part hereof.

BE IT FURTHER RESOLVED, the Board of Commissioners authorizes the contract price of \$160,650 for 2018, \$163,060 for 2019, \$165,506 for 2020 and \$167,988 for 2021.

BE IT FURTHER RESOLVED that the Board of Commissioners approves a one-year contract through 2018 for Police Service Contracts with the contract term for calendar years 2019, 2020, 2021, and 2022 being conditioned upon voter approval of the Washtenaw County Community Mental Health/Public Safety Preservation millage on November 7, 2017.

COMMISSIONER	Y	N	A	COMMISSIONER	Y	N	A	COMMISSIONER	Y	N	A
Brabec	X			LaBarre	X			Smith	X		
Deatrick			X	Martinez-Kratz	X						
Jamnick	X			Morgan	X						
Jefferson	X			Ping	X						

CLERK/REGISTER'S CERTIFICATE - CERTIFIED COPY

ROLL CALL VOTE:

8 0 1

STATE OF MICHIGAN)

I, Lawrence Kestenbaum, Clerk/Register of said County of Washtenaw and Clerk of Circuit Court for said County, do hereby certify that the foregoing is a true and accurate copy of a resolution adopted by the Washtenaw County Board of Commissioners at a session held at the County Administration Building in the City of Ann Arbor, Michigan, on October 18th, 2017, as it appears of record in my office.

COUNTY OF WASHTENAW)^{SS}.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of said Court at Ann Arbor, this 19th day of October, 2017.

LAWRENCE KESTENBAUM, Clerk/Register

BY: _____

Deputy Clerk



Res. No. 17-163

Supervisor
BRENDA L. STUMBO
Clerk
KAREN LOVEJOY ROE
Treasurer
LARRY J. DOE
Trustees
STAN ELDRIDGE
HEATHER ROE
MONICA ROSS-WILLIAMS
JIMMIE WILSON, JR.



Charter Township of Ypsilanti
Residential Services Division

7200 S. Huron River Drive
Ypsilanti, MI 48197
Phone: (734) 484.0073
Fax: (734)544.3501

www.ytown.org

MEMORANDUM

TO: Ypsilanti Township Board of Trustees

FROM: Jeff Allen, Director – Residential Services Department

DATE: December 15, 2017

RE: Request to sell miscellaneous items and dispose of the items that do not sell

Over the past month, we have made a number of office changes in the Civic Center offices that created some extra items.

We are requesting that we post these on our website for sale, and if not sold, dispose of them in the trash.

2018 ANNUAL LIST OF CONTRACTS AND RENEWALS

VENDOR/FIRM	DESCRIPTION
360 Service	Printing & mailing assessment notices & Pers. Prop.
Abby Door	Garage Doors
Adobe	Creative Cloud Subscription
A.F. Smith	Electrical Work
Air Source One	Breathing Air Compressor Maintenance
Alienvault	Network IDS Systems
Alternative Computer Technology, Inc.	Sophos Computer Security Software
Ann Arbor Audio	Board Room Sound System
Ann Arbor SPARK Dues	
Ann Arbor SPARK East Dues	
APEX	Assessing Drawing Software
Apollo Fire Equipment	
Applied Imaging	Printer Repair and Maintenance
ASAP	DOT Random Screens
ASC	
ASCAP	Phone Music
Ascend	Health Care Agent
Associated Fence	Fence Repair/Install
Atchinson Ford	Vehicle Repair
AT&T	Voice/Data Communication Services
Automatic Irrigation Supply	Green Oaks Irrigation System – Rain Bird
Badger	Chipper Parts
Bandit	Chipper Parts
Barr Engineering	Hydro Station
B & C Painting	Paint and Graffiti Removal
Bell Tire	MI Deals Goodyear Dealer
Biddle Consulting Group	OPAC HR Testing Software
Blue Cross/Blue Shield of Michigan	Employee Health Care
BS&A	Government Software Apps
Budget Towing	Vehicle Towing
Butzel Long	Labor Attorney
Carlisle Wortman Assoc., Inc.	
Carter & Burgess	Structural Engineer
Carter Lumber	Building Supplies
CDWG	Microsoft Enterprise Agreement
Centron Data Services	Printing & mailing assessment notices & Personal Property
Chelsea Lumber	Building Supplies
Cincinnati Time	Time Clocks
Cintas	First Aid Supplies
Clarity Benefit Solutions	Employee HRA, HSA and Dependent Care Reimbursement
Clear Rate Communications	Telephone Service
Code42	Online Backup Services
Cognito LLC	Online Forms
Comcast	Internet Services
Comodo	Website Security Scanning
Conference of Western Wayne Firefighter Testing Program	Firefighter Testing Program
Conti	Cameras/Video
Controlled Power	U.P.S. (Uninterruptible Power Supply) Maintenance, Fire Dept.
Cummins Sales and Service	Generator Maintenance
D & B Power Associates, Inc.	UPS Maintenance
Delta Dental	Employee Dental Services
DTE Energy	Generator Maintenance
D J Conneley	Boiler Maintenance
DNS Filter	DNS Filtering Service
Doan Construction	Sidewalk Repair Contractor and Engineer
Duo	Two Factor Authentication
Dynamic Media	XM Radio
Ed's Garage	Vehicle Repair
Election Systems & Software (ES&S)	Tabulator and AutoMark Maintenance Contract
EMPCO, Inc.	Fire Dept. Promotional Testing
ESRI	GIS Software Maintenance
Fiber Link Inc.	Miss Dig Management
Fire Findings	
Fire Safety 2000	

VENDOR/FIRM

DESCRIPTION

Fotolia.com	Stock Images
FSCI	
Gabriel Roeder Smith & Company	Actuary Company
Garan Lucow	
GCSI	Lobbyist Firm
GolfNow	Golf Course Management Software
Google	Google Apps
Governmental Business Systems	Election Equipment & Supplies
Governor Computer	Printer Repairs
Grainger	Industrial Equipment
Guardian Alarm	Security Alarm & Door Access System
Hastings Air Energy Control	Plymovent System Preventive Maintenance, Fire Dept.
Home Depot	Building Supplies
Honeywell	HVAC – RSD
Hootsuite	Social Media Manager Services
Huron River Watershed Council Dues	
IBM	Maas360 Mobile Device Management
Int. Assoc. of Arson Invest	
Imperva	Webserver Application Firewall
International Code Council	State Building Code Books/Software
Intern. Fire Chief's Assoc.	
JAMAR Technologies	Traffic Survey Equipment
J and S	Painting Services
JTW Pipes, LLC	Plumber
Lastpass	Password Management
Linode	Township Web Host
Lighting Supply	Bulbs, Ballasts, Lighting Supplies
Logisoft	Sophos Software/Firewall Software
Looking Good Lawns	Ordinance Mowing
Lowes	Building Supplies
Mailchimp	Email Listserv Manager
MAP (Michigan Ability Partners)	Roadside Cleanup
Maps by Wagner	Police/Fire/Elections/Residential Services Maps
Marc Dutton Irrigation, Inc	Comm. Center Ball Field Irrigation Repairs
Marketplace Solutions of Ohio, Inc.	
Margolis Nursery	Trees and Landscaping
MASA	Softball purchase for adult programs at Rec. Dept.
McLain & Winters	Township Attorneys
Meals on Wheels	
Medtronic/Physio-Control	
Merit.edu	Zimbra Maintenance
MERS	Employee Retirement System
Metro Airport Truck	Chipper Truck Repair
Michigan Assessor Association	Dues for Assessor Office
MI Association of Fire Chiefs	
MiGMIS	
Michigan Association of Planning (MAP)	Michigan Governmental IT Professionals
Michigan CAT	C.E.D. training, reference etc.
Michigan Fire Inspector's Society	Fire Truck Repairs, Compost Equipment Supplier/Repairs
Michigan Fireman's Association	
Michigan Municipal League	Insurance
(MRPA)Michigan Recreation & Park Assoc.	Per Art S.
Michigan Township Association Dues	Clerk's Office
Microsoft	Microsoft Licensing
Miracle Midwest	Playscape Equipment for Specific Parks
Monitis.com	External Network Monitoring
Munetrix	Web support – Dashboard & Citizen's Guide
National Fire Protection Association	
Netwrix Corporation	Event Log Management
Niswander LLC	
O'Bryan's Lock & Key	Locksmith
OHM Engineering	
Oscar W. Larson	Fuel Tank Repair
Parkway Services	Port-A-John Rental
Parson's Brinkerhoff	

VENDOR/FIRM	DESCRIPTION
PDQ.com	PDQ Software
Pencura	Playscape Equipment
Pitney Bowes	Postage Machine
Play Enviro	Playscape Equipment for Specific Parks
Playworld Midstates	Playscape Equipment for Specific Parks
PNC	Employer Portion of Fire Dept. Pension
PSLZ	Auditors/David Williamson CPA
Printing Systems	Election Supplies
Professional Tree Service	Tree Removal
QPS Printing	
Q-Star Technology	Flash Cam Maintenance
Rainbird	Irrigation Services for Golf Course
Ricoh	Printer Services
Screenconnect Software, LLC	Remote Screenshare
SEMCOG	
SE Michigan Fire Chief's Assoc	
Senior Nutrition Lease	Agreement with Washtenaw County for Senior Nutrition Program
Shrader Tire & Oil	Tires and MiDeal Items
Sinclair Recreation, LLC-Gametime	Playscape Equipment for Specific Parks
SipStation	Faxing Services
SiteOne Landscape Supply, LLC	Ball and Soccer Paint Supplies, Ice Melt
Spartan Distributors	Only Michigan Toro Vendor
Spears Fire & Safety	Fire Extinguisher Inspections/Maintenance
Spicer Group	Engineers/Surveyors/Planners
Spok	Pagers
Standard Insurance	Life/Disability Insurance
Stantec	Hydro Dam Maintenance
State of Michigan	MiDeal
Stormwater Management Services, LLC	
Superior Diesel	Chipper Engine Parts
Survey Monkey	Online Services
Synergy Fiber	Structured Network Wiring
Tetra Tech	Environmental Services
Thomson Reuters	Fixed Assets Software
Total Fitness	
Tri County International	Senior Bus Repairs
Ulliance	Employee Assistance Program (EPA)
Valentine Tree Service	Tree Service
Vanguard	Employer Portion of Fire Dept. OPEB
Verizon	Mobile Phones
Vermont Systems	RecTrac Software Support
V & J Cement Contractors	Concrete and Manhole Renovation
VMWare	Server Virtualization Software
Vision Service Plans (VSP)	Vision Insurance
Vultr	Website Hosting Services
Washtenaw Area Transportation Study Dues	
Washtenaw County CED -	
Washtenaw County Mutual Aid	
Washtenaw County Road Commission	Purchase of Salt & Grading
Washtenaw County Treasurer	Sheriff Services
Washtenaw Urgent Care	Pre-employment Drug Screen/DOT Screens
Waste Management	Trash Haulers
Western Wayne County Mutual Aid	
West Shore	Maintenance of Outdoor Sirens
Weingartz	STIHL Dealer (weed trimmers, chain saws, push mower)
Windstream	Telephone Service
W.J. O'Neil	Mechanical
Wolff Networks, LLC	Structured Cable Installation Services
Wolverine Freightliner	Chipper Trucks, Fire Engine Parts and Repair
YCUA	Lift Stations, Vehicle and Equipment Repair
Ypsilanti Area Chamber of Commerce	
Ypsilanti City DPW	Road Salt
Zoho Corp	Network Monitoring/Request Racking Systems

CHARTER TOWNSHIP OF YPSILANTI

Resolution No. 2017-38

2018 Board and Commissions Appointments and Re-Appointments

REAPPOINTMENTS

Local Development Finance Authority (LDFA)

Expiration Date

Fanta, Andrew
12/31/2021
Javonna Neel
12/31/2021

Planning Commission

Expiration Date

Richie, Sally
12/31/2020
Sinkule, Bill
12/31/2020

Term

3 Years
3 Years

Ypsilanti Community Utilities Authority (YCUA)

Expiration Date

Stumbo, Brenda
12/31/2020

3 Years

Zoning Board of Appeals

Expiration Date

El-Assadi, Rebecca (Alternate)
12/31/2020
Kraycir, Marsha
12/31/2020

3 Years
3 Years

APPOINTMENTS

Local Development Finance Authority

Expiration Date

Wilson, Charlotte
12/31/2021

Planning Commission

Expiration Date

Tawakkul, Muddasar
12/31/2020

Term

3 Years

Zimbra**Istanfield@ytown.org**

Fwd: Resignation Letter -put on agenda

From : Karen Lovejoy Roe Wed, Dec 13, 2017 02:50 PM
<klovejoyroe@ytown.org>

Subject : Fwd: Resignation Letter
-put on agenda

To : Lisa Stanfield
<Istanfield@ytown.org>

Cc : Karen Lovejoy Roe
<klovejoyroe@ytown.org>

Request to Accept Shauna McNally's resignation from Ypsilanti Township Park Commission effective immediately. (Agenda Item-include this email in the packet) Thank you, karen

----- Forwarded Message -----

From: "Shauna McNally" <shauna.mc7@gmail.com>
To: "Karen Lovejoy Roe" <klovejoyroe@ytown.org>
Sent: Wednesday, December 13, 2017 12:14:42 PM
Subject: Resignation Letter (Let me know if this works)

To the Park Commission and Staff of Ypsilanti Township;

During the month of October I moved with my family out of Ypsilanti Township. For this reason, I must resign my post on the Park Commission of Ypsilanti Township.

I have appreciated working with all of you. I have learned a great deal and look forward to seeing the work of the Park Commission in the future.

Thank you so much for serving our community with me,

Shauna McNally

(313) 980-5709

--

Karen Lovejoy Roe

Clerk

Charter Township of Ypsilanti

7200 S. Huron River Dr.

Ypsilanti, MI 48197

734.484.4700

[<mailto:klovejoyroe@ytown.org> |

klovejoyroe@ytown.org]

For Ypsilanti Township News go to

[<http://ytown.org/> | ytown.org]

AUTHORIZATIONS AND BIDS

Supervisor
BRENDA L. STUMBO
Clerk
KAREN LOVEJOY ROE
Treasurer
LARRY J. DOE
Trustees
STAN ELDRIDGE
HEATHER ROE
MONICA ROSS-WILLIAMS
JIMMIE WILSON, JR.



Charter Township of Ypsilanti
Residential Services Division

7200 S. Huron River Drive
Ypsilanti, MI 48197
Phone: (734) 484.0073
Fax: (734)544.3501

www.ytown.org

MEMORANDUM

TO: Ypsilanti Township Board of Trustees

FROM: Jeff Allen, Director – Residential Services Department

DATE: December 11, 2017

RE: Authorization to seek sealed bids for the replacement of 2 sections of the Civic Center roof to be budgeted & paid out of 2018 Capital Expense line item 101.970.000.971.001

Please see the attached specifications and bid due date for the replacement of 2 sections (B & C/C2) of EPDM (rubber). These sections are over the HR/Accounting area and the other is over the cafeteria.

When completed, all areas of the Civic Center/14B court roofing will be set for the coming years into 2033. The Capital Improvement plan that we follow, does have these sections to be replaced in 2018.

The due date for these bids would be January 18 and we will bring back a recommendation and budget amendment for the work at a February meeting.

We would like to bid this during the winter in an effort to line up the work and to get the best price. We anticipate this cost to be between \$200,000-\$250,000.

ROOF REPLACEMENT SPECIFICATIONS

ROOF PROJECT 2018

Civic Center Roof Replacement Sections B, C & C2

Note:

Site Meeting: **Thursday, January 11th, 2018 at 10:00am**
Ypsilanti Township
7200 Huron River Dr.
Ypsilanti Township, MI 48197

Quotes Due: **Thursday, January 18th, 2018 at 4:00pm**
Ypsilanti Township
7200 Huron River Dr.
Ypsilanti Township, MI 48197

(Three) Sealed Bids should be sent to the following contact:

ATTENTION – Clerk’s Office
Ypsilanti Township
7200 Huron River Dr.
Ypsilanti Township, MI 48197
Marked: “Civic Center Roof Replacement”

SECTION 00 10 00 .001

SUMMARY OF WORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Attached SUMMARY OF WORK, INTENT OF THE SPECIFICATIONS, PROTECTION, HOUSEKEEPING, forms a component part of this section.

1.2 SUMMARY OF WORK: 2-Ply Modified System

- A. Tear off the existing roof systems and accessory flashing down to the lightweight concrete roof deck. Inspect and repair lightweight decking at the unit cost provided on the bid form with acceptance by owner.
- B. Nail generic type II base sheet as vapor barrier to decking.
- C. The contractor is to raise any low projection curbs that do not meet the NRCA recommended 8" height requirements above the new roof's projected surface if possible.
- D. Fully-Adhere 2" Polyisocyanurate insulation in insulation adhesive.
- E. Fully adhere 2" polyisocyanurate tapered insulation (**tapered toward drains per drawing at 1/8:12**) in insulation adhesive. Insulation to be 3.5" minimum thickness throughout. When installing insulation, be sure to stagger all joints so that at no point are two joints contiguous.
- F. All roof drains will receive a 4' on center tapered drain sump at 1/4:12 slope to promote positive drainage.
- G. Install crickets between drains where needed.
- H. Adhere 1/2" SecruRock over insulation using insulation adhesive.
- I. Install heat-applied SBS modified smooth base sheet per specifications to field of roof and flashings.
- J. Install heat-applied SBS modified smooth cap sheet per specifications to field of roof. Mineral surface modified SBS cap sheet to be used for flashings.
- K. Three-Course all vertical flashings seams with aluminized asphalt fibered trowel grade mastic.
- L. Spray field of roof with rubberized asphaltic flood coat and broadcast double-washed gravel throughout.
- M. Charcoal filters to be used over HVAC intakes during project.
- N. Install new metal coping caps throughout.
- O. Clean up all debris and damage done to grounds, building and roof top (if any).
- P. Provide (2) year craftsmanship warranty. Manufacturer to provide remaining warranty.

1.3 INTENT OF THE SPECIFICATIONS

- A. The intent of these specifications is to describe the material and methods of construction required for the performance of the work. In general, it is intended that the drawings shall delineate the detailed extent of the work. When there is a discrepancy between drawings, referenced specifications, and standards and this specification, this specification shall govern.

1.4 PROTECTION

- A. The contractor shall use every available precaution to provide for the safety of the property owner, visitors to the site, and all connected with the work under the Contract.
- B. All existing facilities both above and below ground shall be protected and maintained free of damage. Existing facilities shall remain operating during the period of construction unless otherwise permitted. All access roadways must remain open to traffic unless otherwise permitted.
- C. Barricades shall be erected to fence off all construction areas from operations personnel.
- D. Safety Requirements:
 - 1. All application, material handling, and associated equipment shall conform to and be operated in conformance with OSHA safety requirements.
 - 2. Comply with federal, state, and local and owner fire and safety requirements.
 - 3. Advise owner whenever work is expected to be hazardous to owner employees and/or operations.
 - 4. Maintain a crewman as a floor guard whenever roof decking is being repaired or replaced and whenever any roofing is being removed.
 - 5. Maintain proper fire extinguisher within easy access whenever power tools, roofing kettles, and torches are being used. A MINIMUM OF A 2 HOUR FIRE WATER SHALL BE STRICTLY ADHERED TO WHENEVER PROPANE TORCHES ARE IN USE.
 - 6. ALL SAFETY REQUIREMENTS OF THE BUILDING OWNER MUST BE FOLLOWED. NO EXCEPTIONS WILL BE PERMITTED. SAFETY ORIENTATION MEETING REQUIRED PRIOR TO PERFORMING ANY WORK.

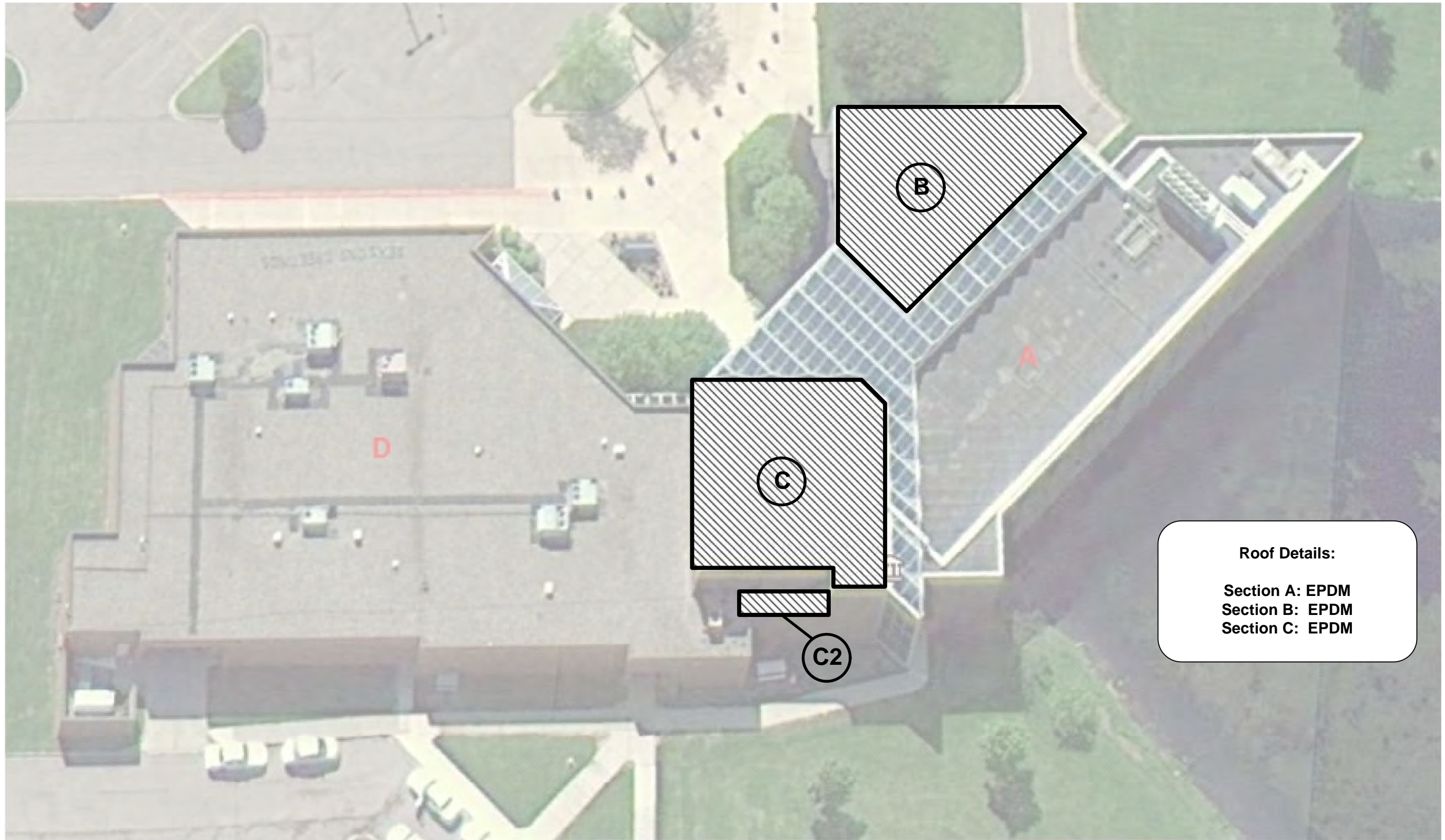
1.5 HOUSEKEEPING

- A. Keep materials neat and orderly.
- B. Remove scrap, waste and debris from the project area.
- C. Maintenance of clean conditions while work is in progress and cleanup when work is completed shall be in strict accordance with the "General Conditions" of this contract.
- D. Fire protection during construction.
- E. Follow all requirements established by the building owner.

END OF SECTION

YPSILANTI TOWNSHIP

CIVIC CENTER



Roof Details:

Section A: EPDM
 Section B: EPDM
 Section C: EPDM

THE GARLAND COMPANY INC.
 3800 E. 91st St. Cleveland, OH
 PHONE (800) 321-9336 / FAX (216) 641-0633



CIVIC CENTER

SECTION

DATE: 10-1-17

REVISION: 1

△

△

SHEET: 1

1 OF 1

DATE: 10-1-17

SECTION

CIVIC CENTER

JOB NUMBER:

DWG BY:

CHK BY:

Contractor's Bid
Ypsilanti Township
Civic Center Roof Replacement

To: Clerk
Charter Township of Ypsilanti
7200 Huron River Dr.
Ypsilanti Township, MI 48197

Bid Due Date: Thursday, January 18th 2018 @ 4PM

Sealed bids are to be submitted to the above address by the time and date listed above (three copies). Bids received after the Due Date and Time will not be considered.

Pursuant to notices given, the undersigned proposes to furnish all materials and labor necessary to complete the replacement as described below and in strict accordance to the plans and specifications dated **12-6-17**. I, the undersigned, having familiarized myself with the attached Contract Documents do hereby propose to furnish all labor, equipment, materials, drayage, tolls, supervision, etc. and to complete all work as specified in these Documents and Specifications. By my submission of this Bidding Proposal I acknowledge the receipt of the Package containing the following: General Conditions & Requirements, General Instructions to Bidders, Detailed Specifications, Detailed Rooftop Diagrams, and Detailed Specification Drawings. To provide supervision, labor, materials and equipment for roof repairs of the following items, per the attached:

Base Bid: Sections B, C & C2

The base bid shall include the removal of the existing fully-adhered EPDM down to the lightweight concrete deck. Decking shall be checked for deficiencies and repaired as necessary at the per unit cost provided below with acceptance by owner. The deck shall be cleaned and a type II vapor barrier will be nailed. Fully adhere, in insulation adhesive, polyisocyanurate tapered insulation to vapor barrier. The tapered layer of polyisocyanurate shall also be fully-adhered to a minimum of 3.5" at lowest point of roof. All drains to be sumped 4' and crickets installed per drawing. Install 1/2" recovery board over tapered insulation. New roof system is to consist of a two-ply, SBS Heat applied Modified Membrane System with cold-process flood coat and gravel. New coping caps and slip flashing are to be installed. All flashings to receive aluminized coating 30 days after completion. This shall include all necessary flashings, copings, pitch pockets, and necessary materials in accordance with the specifications, scope of work, and details provided in the bid documents. Work is to begin April 1st of 2018.

All labor, materials, services and equipment necessary for completion of the work shown on the drawings and in the specifications.

_____ DOLLARS (\$ _____)

*****Note:** Include Signed "Insurance Provision" with bid. Bid Bond – 5% and Performance Bond – Contract Amount. Prevailing wage required.

Addenda Numbers _____ are hereby acknowledged

Extra work may be necessary other than required by the plans and specifications, extra work will be completed according to the written instructions of the Owner for the following unit prices:

Unit Cost Items: Repair to existing lightweight concrete deck – _____ per sq. ft.

Respectfully Submitted,

SIGNATURE: _____

TITLE: _____

BUSINESS NAME: _____

CONTRACTOR ADDRESS: _____ **DATE:** _____

**CHARTER TOWNSHIP OF YPSILANTI
ACKNOWLEDGEMENT OF REQUIRED
INSURANCE PROVISIONS**

The Charter Township of Ypsilanti *strictly* adheres to the insurance requirements, which are stated in the specifications to bid. These insurance requirements shall not be waived for any reason. Please read carefully the required insurance that must be obtained.

As written in the specifications under the “Insurance Limits” section, wording must read:

*“...The Charter Township of Ypsilanti and its past, present, and future elected officials, trustees, appointed commissions and boards, agents and employees shall be named as **“additional named insured”** on the General Liability policy with respect to the services provided under this contract.”*

This may require an addition to your current policy or an additional policy, either of which could result in extra cost from your insurance carrier.

Therefore, in this document, the Charter Township of Ypsilanti has fully explained its’ expectations in this regard and expects all companies to bid in good faith and comply with these requirements.

Signature of Authorized Representative

Date

Company Name

Briefly describe project for which bid has been submitted: _____

***Please return this completed form with submission of your bid. ***

SECTION 00 72 00

GENERAL CONDITIONS

PART 1 GENERAL

1.1 DEFINITIONS

- A. The contract document consists of the AGREEMENT, the GENERAL CONDITIONS of the contract, the DRAWINGS and the SPECIFICATIONS, including all revisions hereto.
- B. The Owner, the Contractor and the Owner's Representative shall be indicated as such throughout these documents. The term Contractor as used herein shall designate the successful bidder to whom the roof contract is awarded.
- C. The term Owner shall be understood to be the Charter Township of Ypsilanti.
- D. The term Owner's Representative shall be understood to mean the representative of the primary material manufacturer.

1.2 OWNER'S REPRESENTATIVE STATUS

- A. The Owner's Representative shall have general Rights of Inspection of the work and is the agent of the Owner in all matters pertaining to the work as provided in the Contract Documents. The Owner's Representative has the authority to stop work whenever such stoppage may be necessary to ensure the proper execution of the contract and shall have authority to reject any and all materials, whether worked or unworked, if such materials are not in accordance with the plans and specifications.

1.3 CONDITON OF SITE

- A. The bidders shall visit the site before submitting their bids and determine the field conditions affecting their work. In considering the bids, the Owner will assume that the bidders are aware of all items, pertinent to their work and have made allowance for same in their bids.

1.4 VERIFICATION OF DIMENSIONS AND ELEVATIONS

- A. Dimensions and elevations indicated on the drawings in reference to existing structures or utilities are the best available data but are not guaranteed by the Owner's Representative and the Owner's Representative will not be responsible for their accuracy. Before bidding on any paperwork dependent upon the data involved, the Contractor shall field check and verify all dimensions, grades, lines, levels or other conditions of limitations at the site to avoid construction errors. If any work is performed by the Contractor or any of his/her subcontractors prior to adequate verification or applicable data, any resultant extra cost for adjustment of work as required to conform to existing limitations, shall be assumed by the Contractor without reimbursement or compensation by the Owner.

1.5 PROTECTION OF OWNER'S OPERATIONS

- A. The Contractor shall erect such barriers, tarpaulins, doors, etc., as may be necessary to protect the Owner's operations while work is in progress. Any such openings that are essential to carrying on the work shall be securely closed by the Contractor when not in use to protect the Owner's operations.

1.6 PROTECTION OF WORK AND PROPERTY

- A. The Contractor shall maintain adequate protection of all his/her work from damage and shall protect the Owner's and adjacent property from injury or loss arising from this contract. He/she shall provide and maintain at all times any danger signs, guards and/or obstructions necessary to protect the public and his/her workmen from any dangers inherent with or created by the work in progress. He/she shall hold the Owner harmless from any loss arising due to injury or accident to the public or his/her workmen, or from theft of materials stored at the job site. All materials will be stored in locations other than on roof surfaces except as necessary and shall then be placed on plywood or other type of material to protect the roof surface at all times.
- B. Before starting any work, the Contractor shall protect all grounds, copings, paving and exterior of all buildings where work will be performed.
- C. In those areas where materials and/or hot asphalt will be raised to the roof area, a protective covering shall be placed from the base of the wall extending up and over the top edge of the roof. This coverage shall be wide enough to assure that the exterior walls do not become stained or soiled during roofing operations.
- D. Any areas of the building or grounds which have become stained or damaged in any way shall be repaired or replaced by the Contractor prior to the final inspections. The method of repair used must be acceptable to both the Owner and the Owner's Representative.

1.7 MATERIAL STORAGE AND CLEAN-UP

- A. The Contractor shall keep the premises free from rubbish at all times and shall arrange his/her material storage so as not to interfere with the Owner's operations. At the completion of the job, all the unused material and rubbish shall be removed from the site. The ground shall be raked clean and the building shall be broom cleaned. If the Contractor refuses at any time to remove his/her debris from the premises, or to keep the working area clean, such cleaning will be completed by the Owner and deducted from the balance due the Contractor.
- B. The Contractor shall also remove drippage of bitumen or adhesive from all walls, windows, floors, ladders and finished surfaces. Failure to do so will result in the work being done by others and the cost shall be deducted from the balance due the Contractor.
- C. Materials must be delivered with manufacturer's label in tact and legible. Labels must be affixed to the outside of the package stating the type of product, name and address of the manufacturer. All materials shall be stored and protected against weather, vandalism, and theft. Any materials found to be damaged or missing shall be replaced by the Contractor at no cost to the Owner.

1.8 INSPECTION OF WORK

- A. Where the drawings or specifications require the inspection and approval of any work in progress by the Owner's Representative, the Contractor shall give that Representative ample notice to allow for scheduling the inspection, which shall be made promptly to avoid delay of work. If work has progressed without the required inspections or approval by the Representative, it shall be uncovered for inspection at the Contractor's expense.
- B. Uncovering of work not originally inspected, or uncovering questioned work may be ordered by the Owner's Representative and it shall be done by the Contractor. If examination proves such work to be incorrectly done or not done in accordance with the plans and specifications, the Contractor shall bear all cost of the reexamination. If the work is proven correctly installed, all such expense shall be born by the Owner.

1.9 INSPECTION OF WORK IN PROGRESS AND UPON COMPLETION

- A. If directed by the Owner's Representative, the Contractor shall cut not more than four (4) cores, of approximately 200 square inches each, from every newly constructed roof area, in order to establish the amount of materials used per square foot, and shall restore all such areas to sound and watertight conditions as prior to the core testing.
- B. In the event that such core cuts disclose any deficiency in materials, or soundness of construction, the Contractor shall, at his/her own expense, apply additional materials or otherwise correct the deficiencies to the satisfaction of the Owner's Representative.
- C. Noncompliance with the terms of this specification and ensuing contract can result in either the cancellation of the contract, or complete replacement of the defective areas at the Contractor's expense. In the event of cancellation, the Owner will not be obligated to compensate the Contractor for any work undertaken in a defective manner
- D. Damages caused by water infiltration resulting from the failure of the Contractor to secure each day's work in a weather tight manner, will be corrected at the Contractor's expense. Included as damages will be all labor costs incurred by the Owner as a result of such water infiltration.
- E. The Owner will require the Owner's Representative to examine the work in progress, as well as upon completion, in order to ascertain the extent to which the materials and procedures conform to the requirements of these specifications and to the published instructions of the Manufacturer.
- F. The authorized Owner's Representative shall be responsible for:
 - 1. Keeping the Owner informed on a periodic basis as to the progress and quality of the work;
 - 2. Calling to the attention of the Contractor those matters he/she considers to be in violation of the contract requirements;
 - 3. Reporting to the Owner any failure or refusal of the Contractor to correct unacceptable practices;
 - 4. Conducting preliminary and subsequent job-site meetings with the Contractor's official job representative;
 - 5. Supervising the taking of test cuts, and the restoration of such areas;
 - 6. Rendering any other inspection services which the Owner may designate; and

7. Certifying, after completion of the work, the extent to which the Contractor has complied with these specifications as well as to the published instructions of the Manufacturing Company.
- G. The presence and activities of the Owner's Representative shall in no way relieve the Contractor of his/her contractual responsibilities.

1.10 MISCELLANEOUS UTILITIES

- A. Electrical power will be furnished by the Owner for small tools only. All connections to the electrical system will be furnished by the Contractor.
- B. Water for concrete, mortar, washing and drinking purposes will be furnished by the Owner. Any connections to the water system shall be completed by the Contractor.
- C. At the completion of the work, or when the above connections are no longer required, the Contractor shall remove all connections and leave the facilities in a condition at least as satisfactory as prior to the commencement of his/her work.
- D. Toilet facilities will be provided by the Contractor. The Contractor will be responsible for supplying a portable toilet on the job-site. The Contractor's personnel are not permitted to enter the building without proper authorization from the Owner or Owner's Representative.

1.11 CHANGES OR EXTRA WORK

- A. The Owner may, without invalidating the original contract, order such changes or additions as may from time to time be deemed desirable. In so doing, the contract price shall be adjusted, as stated below, with all work being done under the conditions of the original contract except for such adjustments in extension of time as may be acceptable to the Owner. The value of such extra work shall be determined in one of the following ways:
 1. By firm adjustment;
 2. By cost plus with a guaranteed maximum;
 3. By cost with a fixed fee; or
 4. By unit cost.
- B. If agreement is reached that the extra cost shall be handled as per methods 2, 3, or 4, the Contractor shall keep and compile a correct amount of the cost together with such vouchers, etc., as may be necessary to substantiate same for presentation to the Owner. The Owner's Representative shall have authority to make minor job changes or additions as may be necessary to expedite the job providing such changes do not involve additional material cost. No major change or addition shall be made except upon receipt by the Contractor of a signed order from the Owner authorizing such a change. No claims for an extra to the contract price shall be valid unless so authorized.
- C. All work covered by unit prices submitted by the Contractor in his/her proposal must be covered by a written work order. The Owner's Representative will prepare the work order in triplicate covering the quantity of work and the total cost of the work. The work order which will be written at the end of each day, will be signed by the Owner's Representative and the Contractor's foreman and/or superintendent.

1.12 CORRECTION OF WORK PRIOR TO FINAL PAYMENT

- A. The Contractor shall promptly remove any work that does not meet the requirements of the plans and specifications or is incorrectly installed or otherwise disapproved by the Owner or the Owner's Representative as failing to meet the intent of the plans and specifications. The Contractor shall promptly replace any such work without expense to the Owner and shall bear the cost of making good all work of other contractors, or the Owner, destroyed or damaged by such removal or replacement.

1.13 CORRECTION OF WORK AFTER FINAL PAYMENT

- A. The Contractor shall guarantee all materials and workmanship for two (2) years from date of final payment of the contract by the Owner. Any defects which may arise during this period shall be promptly repaired by the Contractor including any damage done to the Owner's property due to such defects.

1.14 DEDUCTION FOR UNCORRECTED WORK

- A. If the Owner deems it unacceptable to have the Contractor correct work which has been incorrectly done, a deduction from the contract price shall be agreed upon therefore. Such a deduction from the contract price shall in no way affect the Contractor's responsibility for defects which may occur nor his/her ability for correcting them, and damage caused by them.

1.15 LIENS

- A. The Contractor shall, if required by the Owner, furnish him/her with a release in full of all liens arising out of this contract or in lieu thereof, and receipts in full for all materials and labor on the job. In either case, the Contractor shall furnish an affidavit that the liens or receipts include all the labor and material for which a lien could be filed. In lieu of the above, the Contractor may at his/her option furnish a bond to indemnify the Owner against all hazard of liens. Neither part nor final payment shall in any way release the Contractor from the above obligation and in the event that part or full payment has been made and any lien remains undischarged, the Contractor shall refund to the Owner the necessary funds to discharge such a lien including all cost and attorney's fees.

1.16 JOB CONDITIONS

- A. All surfaces to be covered shall be smooth, dry, and free from dirt, debris, and foreign material before any of this work is installed. Pumping equipment shall be located on the ground at a safe distance from building; the location being subject to the approval of the Owner. The Contractor shall be responsible for guarding against fires, and shall provide suitable fire extinguishers conveniently located at the site. Competent operators shall be in attendance at all times equipment is in use. Materials shall be stored neatly in areas designated by the Owner and dispersed so as to present a minimum fire hazard. Loads placed on the roof at any point shall not exceed the safe load for which the roof is designed.
- B. There is NO SMOKING allowed inside any buildings and the Contractor shall be responsible for enforcement of this job rule at all times with his/her personnel.
- C. The Contractor should be aware of Owner's property when tearing off the existing roof. This is required for removal of dirt, silt, debris, roof membrane and insulation from the roof surface in order to preserve the ecology, eliminate unsightly conditions and protect building faces. Specific locations will be discussed at the pre bid conference.

- D. Rolled Roofing Materials: All rolled roofing materials must be stored standing on end on a pallet or otherwise raised off of the roof. The materials are to be covered in a proper manner to assure that they will not become wet prior to application. Any materials that become wet or damaged must be removed from the job-site and replaced at the Contractor's expense.
- E. Asphalt Kettle: Placement of the kettle shall be in a position so as not to interfere with the ongoing operations of the Owner. The asphalt to be used must be placed on a protective covering of some type until it is raised to the roof. A minimum of two (2) fire extinguishers and "Fire Out" must be adjacent to the kettle.
- F. Ladders: Any ladders used on this project must be in good condition. The ladder must also be secured at the roof line at all times while in use. All ladders must be O.S.H.A. approved.
- G. No drugs or alcoholic beverages are permitted on the grounds.
- H. The Contractor shall place necessary barriers and/or protection around or under all work areas where his/her operations involve risk of injury to plant.
- I. The Contractor will also protect the building structure from damage in the process of the job. In the event that damage does occur to any property or equipment, or the Owner's work in process, notification must be made within two (2) working days of the incidents to the Owner and Owner's Representative.
- J. During the progress of the job, if waste material and rubbish are found or damage resulting from the Contractor's operations is found, or the Contractor does not comply with the requirement by keeping the premises free of accumulations and correct the damage, it shall be the Owner's prerogative to hire personnel to do so; and the cost of this work will be deducted from the balance due the Contractor.
- K. Existing roof top equipment walls, windows, etc. shall be completely protected by masking or other effective methods. Any mastics or asphalt must be cleaned off metal surfaces.
- L. The Contractor is responsible for protecting all materials from the elements. If any material, such as insulation, becomes wet, it cannot be installed and must be replaced at the Contractor's expense. NOTE: Insulation and rolled roofing materials must be covered with waterproof tarps at the end of each work day. Plastic wrappers supplied by the insulation manufacturer are not acceptable substitutes for tarps. The Owner's Representative will reject any covering method material which does not adequately protect roofing materials.
- M. Anyone guilty of willful destruction or unlawful removal of company property will be dismissed from the job and is subject to prosecution by law.
- N. Any lawns damaged by Contractor vehicles will be restored with a stand of grass at the Contractor's expense. Any damaged pavements will likewise be restored at the Contractor's expense.
- O. The Contractor must verify that all materials can be installed to accommodate the building design, pertinent codes and regulations, and the manufacturer's current recommendations.
- P. The Contractor will ensure that all substances are clean, dry, sound, smooth, and free of dirt, debris, and other contamination before any materials are supplied.

- Q. Any isolated areas that must be torn off and replaced will be built-up to the height of the existing roof prior to the installation of the new roofing membrane system.

1.17 WORKMANSHIP

- A. All materials will be securely fastened and placed in a watertight, neat and workmanlike manner. All workmen shall be thoroughly experienced in the particular class or work upon which they are employed. All work shall be done in accordance with these specifications and shall meet the approval of the Owner or Owner's Representative. The Contractor's representative or job supervisor shall have a complete copy of specifications and drawings on the job-site at all times.
- B. Contractor shall plan and conduct the operations of the work so that each section started on one day is complete and thoroughly protected before the close of work for that day.

1.18 INSULATION

- A. Insulation shall have accurate dimensional stability so as to properly conform to the surfaces of the roof, cants, curbs, pipes, etc. Joints between boards shall be tight and insulation shall be held back $\frac{1}{2}$ " from vertical surfaces and sumps. Insulation shall be protected from the weather at all times. No more insulation shall be laid than can be completely covered with roof materials on the same day. A base sheet shall not be considered as a proper weather barrier.
- B. Insulation that becomes wet during or after installation shall be removed and replaced with dry insulation. If roofing is in place, the roofing shall be also replaced. All replacing work shall be done at no added cost to the Owner.

1.19 ROOF DECK

- A. Contractor shall notify the Owner or Owner's Representative of any unforeseen areas of wet insulation. Where the damage is serious and extensive, it will be the Owner's prerogative to authorize removal and replacement of deteriorated roofing, insulation and repair of the vapor barrier, if present. Where damage to the roof deck is found, the Contractor shall furnish the Owner with a unit price for removal and replacement of the damaged deck.

1.20 SAFETY

- A. Contractor shall conform to requirements as designated by the United States Federal Government (O.S.H.A.). Contractor shall abide by all regulations as outlined in the O.S.H.A. handbook and shall have a handbook on location at all times.
- B. Contractors hereby acknowledged that they and their workers have undergone Safety Training and shall at all times act in compliance with all NRCA recommended safety compliance rules and regulations.

1.21 INSURANCE

- A. The following standard indemnity agreement and minimum insurance requirements are incorporated in the Specifications for all work performed by Contractors for the

Owner, its affiliated and associated organizations or subsidiaries, hereinafter referred to as Owner.

1. THE CONTRACTOR AGREES TO INDEMNIFY AND SAVE THE OWNER AND OWNER'S REPRESENTATIVE HARMLESS FROM AND AGAINST ANY AND ALL COSTS, LOSS AND EXPENSE, LIABILITY DAMAGES, OR CLAIMS FOR DAMAGES, INCLUDING COST FOR DEFENDING ANY ACTION, ON ACCOUNT OF ANY INJURY TO PERSONS (INCLUDING DEATH) OR DAMAGE TO OR DESTRUCTION OF PROPERTY OF THE OWNER, ARISING OR RESULTING FROM THE WORK PROVIDED FOR OR PERFORMED, OR FROM ANY ACT, OMISSION, OR NEGLIGENCE OF THE CONTRACTOR, SUBCONTRACTOR AND THEIR AGENTS OR EMPLOYEES. THE FOREGOING PROVISIONS SHALL IN NO WAY BE DEEMED RELEASED, WAIVED OR MODIFIED IN ANY RESPECT BY REASON OF ANY INSURANCE OR SURETY PROVIDED BY THE CONTRACTOR.
2. All sub-contractors are required to file Certificated of Insurance properly completed and signed by an authorized insurance company representative before their work commences on the job or job site. No monies will be paid until the acceptable certificates are on file with the Contractor. Such certificates shall provide that there will be no cancellation, reduction or modification of coverage without thirty (30) days prior written notice to the Contractor. In the event such certificates are not provided to the Contractor prior commencement of work, Contractor's failure to demand such certificates shall not be deemed a waiver of Subcontractor's requirement to obtain the subject insurance.
3. The Contractor shall provide and maintain standard fire, extended coverage perils, vandalism and malicious mischief insurance to protect the interest of both the Contractor and the Owner for materials brought into the job or stored on the premises. Such insurance shall be for 100% of the insurable value of the work to be performed including all items of labor and materials incorporated therein, materials stored at the job-site to be used in completing the work, and such other supplies and equipment incidental to the work as are not owned or rented by the Contractor, the cost of which are included in the direct cost of the work. This insurance shall not cover any tools, derricks, machinery, tar buckets, ladders, engines, workmen's quarters, boilers, pumps, wagons, scaffolds, forms, compressors, shanties, or other items owned or rented by the Contractor, the cost of which is not included in the direct cost of the work.
4. In accordance with Section (1.21), the Contractor and subcontractor(s) shall maintain the following insurance:
 - a. Workmen's Compensation and Employer's Liability Insurance affording:
 - 1) Protection under the Workmen's Compensation Law of the States in which the work is performed; and
 - 2) Employer's Liability protection subject to a minimum limit of \$100,000.
 - b. Comprehensive General Liability Insurance in amounts not less than:
 - 1) Personal Injury: \$1,000,000 per person (including bodily injury) \$1,000,000 per occurrence
 - 2) Property Damage: \$1,000,000 per occurrence
 - c. Comprehensive Automobile Liability Insurance in the following minimum amounts:
 - 1) Bodily Injury \$1,000,000 per person \$1,000,000 per occurrence
 - 2) Property Damage \$1,000,000 per occurrence
 - d. This insurance shall:

- 1) Include coverage for the liability assumed by the Contractor under this section (section 1.21.A.1) (Indemnity);
- 2) Includes coverage for:
 - a) Premises, operations and mobile equipment liability
 - b) Completed operations and products liability
 - c) Contractual liability insuring the obligation assumed by the subcontractor in this agreement.
 - d) Liability which subcontractor may incur as a result of the operations, acts or omissions of subcontractors, suppliers or material men and their agents or employees; and
 - e) Automobile liability including owned, non-owned and hired automobile.
- e. All coverage will be on an occurrence basis and on a form acceptable to the Contractor.
 - 1) Include completed operation coverage which is to be kept in force by the Contractor for a period of not less than one year after completion of the work provided for or performed under these specifications;
 - 2) Not be subject to any of the special property damage liability exclusions commonly referred to as the exclusions pertaining to blasting or explosion, collapse or structural damage and underground property;
 - 3) Not be subject to any exclusion of property used by the insured or property in the case, custody or control of the insured or property as to which the insured for any purpose is exercising physical control; and
 - 4) The Certificate of Insurance furnished by the Contractor shall show specific reference that each of the foregoing items have been provided for.
5. The Certificates of Insurance furnished by the Contractor as evidence of the Insurance maintained by him shall include a clause obligating the Insurer to give the Owner thirty (30) days prior written notice or cancellation of any material change in the insurance.

1.22 WORK HOURS AND DAYS

- A. When the Contract is awarded, the Contractor will contact the Owner's Representative to arrange the work schedule and the hours of the day that the workmen may be on the building. The job is to be bid under the assumption that all work will be performed on a straight time basis.

1.23 COMPLIANCE WITH LAWS

- A. The Contractor shall give notices, pay all fees, permits and comply with all laws, ordinances, rules and regulations bearing on the conduct of work.

1.24 OWNER'S RULES

- A. The Contractor and all his/her personnel/agent(s) shall abide by all rules created by the Owner. The Contractor must contact the Owner's Representative for specific information regarding the rules governing all operations of the project.
- B. The Contractor shall properly notify all employees of conditions relating to roof areas with very poor condition and which will be worked on. After such notification, the

Contractor must take all necessary precautions to ensure the safety of his/her employees as well as the building personnel.

- C. THE CONTRACTOR SHALL "HOLD HARMLESS" THE MATERIAL MANUFACTURER, AGAINST ANY LITIGATION ARISING FROM ANY ACCIDENTS DURING THE COURSE OF THE CONTRACT.

1.25 SAFETY AND ECOLOGY

- A. The Contractor(s) shall conform to the requirements as designated by the United States Federal Governments (e.g., O.S.H.A).

1.26 ANTI-DISCRIMINATION IN EMPLOYMENT

- A. Contractors and subcontractors shall not discriminate against any employees or applicant for employment, to be employed in performance of his/her contract, with respect to his/her hire, tenure, terms, conditions or privileges of employment because of his/her race, color, gender, sexual preference, religion, national origin, or ancestry.

PART 2 INSTRUCTIONS TO BIDDERS

2.1 WITHDRAWAL OR MODIFICATION OF BID

- A. Any Bidder may withdraw his/her bid at any time before the scheduled closing date of the bid by appearing in person or by sending an authorized representative of the Bidder. An appointment should first be scheduled by calling the Owner's Representative. The Bidder or his/her representative shall be asked to sign, in writing that the bid was returned to him/her/ after the withdrawal from the contract, the Bidding Contractor may not resubmit them.

2.2 BID OPENINGS

- A. Bids will be opened publicly and read aloud at the published date and time. Notice of award will be made by written correspondence.

2.3 QUESTIONS

- A. Technical questions regarding this bid can be directed to: [Fill in the same of the contact]
- B. If the Contractor feels a conflict exists between what is considered good roofing practice and these specifications, he/she shall state in writing all objections prior to submitting quotations.
- C. It is the Contractor's responsibility, during the course of the work, to bring to the attention of the Owner's Representative any defective membrane, insulation or deck discovered which has not been previously identified.

2.4 RESPONSIBILITY FOR MEASUREMENTS AND QUANTITIES

- A. The Bidding Contractors shall be solely responsible for all accuracy of all measurements and for estimating the material required to satisfy these specifications.

2.5 DISCREPANCIES AND ADDENDA

- A. Should a Bidder find any discrepancies in the Drawings and Specifications, or should he be in doubt as to their meaning, he/she shall notify the Owner's Representative at once, who will send a written Addendum to all Bidders concerned. Oral instructions or decisions, unless confirmed by Addenda, will not be considered valid, legal or binding.
- B. No extras will be authorized because of the Contractor's failure to include work called for in the Addenda in his/her bid.
- C. It shall be the responsibility of all Bidders to call to the Owner's Representative's attention at the pre bid meeting, any discrepancies which may exist between or with any of the contract documents, or any questions which may arise as to their true meaning.
- D. Modifications to the specifications (if necessary) will be followed by an addendum; no verbal discussions or agreements shall be recognized.

2.6 COMPETENCY OF THE BIDDERS

- A. To enable the Owner to evaluate the competency and financial responsibility of a Contractor, the low Bidder shall, when requested by the Owner, furnish the information indicated in Section 5.0 below, entitled Contractor's Qualification Statement, which shall be sworn to under oath by him/her or by a properly authorized representative of the Bidder.

2.7 DISQUALIFICATION OF BIDDERS

- A. Any one or more of the following causes may be considered sufficient for the disqualification of a Bidder and the rejection of his/her bid(s):
 - 1. Failure to attend the pre bid meeting;
 - 2. Evidence of collusion among Bidders;
 - 3. Lack of responsibility as revealed by either financial, experience or equipment statements, as submitted;
 - 4. Lack of expertise as shown by past work, and judged from the standpoint of workmanship and performance history;
 - 5. Uncompleted work under other contracts which, in the judgment of the Owner, might hinder or prevent the prompt completion of additional work if awarded; or
 - 6. Being in arrears on existing contracts, in litigation with an Owner, or having defaulted on a previous contract.

2.8 NOTICE OF AWARD

- A. The award of this contract for the work is contingent upon receipt of an acceptable bid. Any part of or all bids may be rejected. All bids shall be good for a period of sixty (60) days following the date the bids are due. The contract shall be deemed as having been awarded when the formal notice of acceptance of his/her proposal has been duly served upon the intended awardee by an authorized officer or agent of the Owner.

2.9 WARRANTY

- A. A written warranty which will commence from date of acceptance by Manufacturer must be supplied with the roof installation. This warranty will cover all defects in workmanship and materials. Damages caused by storm, vandalism and other trades are not included in the warranty. This warranty shall be from the manufacturer (See further, Statement of Policy).
- B. A two (s) year workmanship warranty is required from the Contractor for all remedial maintenance done under the terms of this contract.

2.10 START AND COMPLETION DATE

- A. Work shall begin within thirty (30) days from the award of this contract, or as agreed upon by all parties.
- B. All work as required in these specifications and drawings shall be completed within sixty (60) days of the start date, or as agreed upon by the parties.
- C. Unless work is hampered by long period of inclement weather, by due proof of material unavailability, or by strike, the Owner will assess a penalty in the amount of \$300.00 a day for each day beyond the agreed completion date.
- D. The Contractor is responsible for supplying trained workmen in proper numbers and for scheduling and laying out his/her work, so that it will be started and completed in a professional manner within the time period indicated on his/her Proposal form.
- E. If the Contractor sets equipment onto the job-site without commencing work immediately, the action will be considered "Spiking the job" which is unacceptable and will be considered a breach of contract by the Contractor; thereby, the contract will be terminated and the Contractor at no cost to the Owner, must remove his/her equipment and possessions from the job-site upon notification by the Owner.

2.11 PAYMENT

- A. Payment for materials shall only be made after the material has been delivered to the job-site. An invoice for the material must be presented to the Owner for payment. Materials are not to be delivered to the job-site until the project is ready to begin. The Contractor must provide a release of lien from the Material Manufacturer. Subsequent requests for payment can made monthly. Final payment for the project will be made following completion, after final inspection has been made and an invoice presented to the Owner. A 10% retainer shall be held until delivery of the warranty.
- B. When the job in progress is interrupted for two (2) weeks or longer by causes beyond the Contractor's control such as a strike, weather, acts of God, etc., the Owner agrees to pay, upon request of the Contractor, a price equivalent to the percentage of work completed at that time. Regular progress payments shall be made for labor and/or materials.
- C. Each invoice shall be accompanied by a detailed estimate of the amounts and values of labor expended and materials purchased up to the last day of the preceding month. The amount of the invoice shall not exceed ninety percent (90%) of the labor and material values estimated for the preceding month.
- D. Such payments shall be viewed by both parties as progress payments and shall not in any way relieve the Contractor of performance obligations under this contract, nor

shall such payments be viewed as approval or acceptance of work performed under this contract.

- E. Final payment shall be withheld until all provisions of the specifications are met, including all necessary clean-up, and the Owner receives written verification of completion.
- F. Upon completion of the job, the Owner, the Owner's Representative, and the Contractor will make final inspection of the work done, and the Owner's Representative if requested by Owner's Representative.
- G. All payments for material used in the execution of this contract can be made by a check issued jointly, payable to the Contractor and Owner's Representative will sign a completion slip authorizing final payment.
- H. If requested by the Owner and/or Owner's Representative, the Contractor shall provide a Letter of Credit from the bank to secure payment to material supplier.
- I. If requested by the Owner and/or Owner's Representative, a certified check shall be paid by the Contractor to material supplied prior to release of order.
- J. If requested by the Owner and/or Owner's Representative, a certified check shall be paid by the Contractor to material supplier via common carrier upon receipt of delivery.
- K. Contractor shall have a pre-approved line of credit from the material supplier.
- L. Final payment shall be made to the Contractor no later than thirty (30) days after job approval, providing the Contractor submits waivers of lien with his/her final invoice indicating that all suppliers have been paid.

2.12 PERFORMANCE AND PAYMENT BOND

- A. The successful Contractor will be responsible for securing a performance and payment bond from an acceptable bonding company. The cost of the bond will be paid directly by the Contractor. Contractor has to identify his/her bonding company and agent, submitting this documentation with his/her proposal. Note: See "Instruction to Bidders."
- B. Financial documentation prescribed by the Owner to ensure that the Contractor is financially sound and capable of supporting the project to its conclusion.
- C. If the successful Bidder is incorporated, an affidavit authorizing persons to sign for the Corporation. This should be in the form of minutes of the meeting of the Board of Directors, authorizing person or persons to sign for this contract work and indicating a quorum being present.

2.13 TERMINATION BY THE OWNER FOR CAUSE

- A. The Owner may terminate the contract and finish the work by whatever reasonable method he/she deems expedient if the Contractor:
 - 1. Persistently or repeatedly refuses to supply specified materials or to provide enough skilled workers to ensure the project will be completed within the time period indicated on his/her Proposal form;

2. Fails to make payment to sub-contractors and/or suppliers for labor and materials as stipulated in the contract documents; and
 3. Is guilty of substantial breach of a provision of the contract documents.
- B. When the Owner terminates the contract for any of the above reasons, the Contractor shall not be entitled to receive further payment until the work is finished. If the unpaid balance of the contract sum exceeds the cost of finishing the work, it will be paid to the Contractor. If the cost to finish the work exceeds the unpaid balance, the Contractor shall pay the difference to the Owner.

2.14 COMPLIANCE WITH LAWS

- A. The Contractor shall give notices, pay all fees, permits and comply with all laws, ordinances, rules and regulations bearing on the conduct of work.

PART 3 --- CONTRACTOR'S INSTRUCTIONS

3.1 TAXES

- A. Contractor must comply with all state, federal and local taxes. The Contractor shall accept sole and exclusive responsibility for any and all state federal taxes with respect to Social Security, old age benefits, unemployment benefits, withholding taxes and sales taxes.

3.2 CONTRACTOR'S LICENSE

- A. All pertinent state and local licenses will be required.

3.3 QUALIFICATION OF BIDDERS

- A. Provide State of (state here) pre-certification forms.

3.4 BUILDING PERMITS

- A. The acquisition of the applicable permits and associated costs to obtain said permits will be the responsibility of the successful Contractor.

3.5 JOB COORDINATION

- A. Contractor is responsible for daily communication with the Owner or Owner's Representative relating to areas of roof work in order that the Owner may adequately protect tenant's personal belongings, and the people themselves against possible damage or injury. Contractor is also responsible for policing and protecting areas involving removal and replacement of roof projections, defective decking or other work involving deck penetration.
- B. Twenty-four hours prior to starting of the project and/or delivery of materials, the Contractor shall notify _____owner_____.

3.6 CLEAN-UP

- A. Accumulated debris shall be removed periodically to assure maximum safety and sanitation at all times. At completion of work, the Contractor shall remove all excess material and debris from the site and leave all roof surfaces free from accumulations

of dirt, debris and other extraneous materials. The Contractor shall also remove any and all drippage of bituminous materials from the face of the buildings, floor, window, ladders and other finished surfaces.

3.7 SUPERINTENDENT

- A. The Contractor shall keep a competent superintendent, satisfactory to the Owner and Owner's Representative, on the job at all times when work is in progress. The superintendent shall not be changed without notifying the Owner and the Owner's Representative unless the superintendent ceases to be in the employ of the Contractor.
- B. The superintendent shall represent the Contractor in his/her absence and all directions and instructions given to the superintendent shall be as binding as if given directly to the Contractor.
- C. The superintendent shall be responsible for the conduct of all the Contractor's employees on the premises and shall promptly take necessary measures to correct any abuses called to his/her attention by the Owner.

3.8 INSPECTIONS

- A. Before any material applications are made, the Owner or his/her representative and the material supplier representative shall be available to ensure a complete understanding of the specification.
- B. The accepted Material Manufacturer will have a representative on site a minimum of three (3) times a week to verify compliance with the specifications, answer questions that may arise and provide on-going inspection services.
- C. A final inspection shall be conducted by Owner, Contractor, and the Owner's Representative upon being notified of completion of specified work and clean-up.

PART 4 – STATEMENT OF POLICY

4.1 ENGINEERING

- A. In addition to high-quality products, the Material Manufacturer provides recommendations and/or specifications for the proper installation of its material. However, the Material Manufacturer does not, nor does its representative, practice engineering or architecture. The Material Manufacturer makes no judgments on, and hereby disclaim any responsibility for the soundness of any roof deck or other structural component of buildings upon which the Material Manufacturer products are applied, and further recommend a structural engineer to examine the deck conditions. Re-roofing or Ballasted Roofing Systems will require certification from a structural engineer that the structure will support the proposed additional weight.

4.2 GUARANTEES

- A. A roofing guarantee is available for review from the Material manufacturer for the roofing systems published in these specifications. The guarantee will be issued only upon completion of all the guarantee requirements by an approved Contractor. Such guarantees cannot be altered or amended, nor may any other warranties, guarantees or representations be made by an agent or employee of the Material Manufacturer unless such alteration, amendment or additional representation is issued in writing

and is signed by a duly authorized officer of the Material Manufacturer, and sealed with the Material Manufacturer seal. This guarantee does not cover cosmetic deficiencies. THE MATERIAL MANUFACTURER WIL NOT BE RESPONSIBLE FOR ANY DAMAGES TO THE BUILDING OR ITS CONTENTS OR ANY OTHER CONSEQUENTIAL DAMAGES, AND ITS RESPONSIBILITY IS LIMITED TO REPAIRING LEAKS. The Contractor will warranty the roof to the Material Manufacturer for a period of two (2) years. The Contractor will inspect the roof with the Owner's Representative 18 months after completion, and, at the Contractor's expense, correct any workmanship defects before the 24th month following completion of the project.

4.3 APPROVED CONTRACTORS

- A. The roof systems must be applied only by those contractors who have received approval from the Material Manufacturer for such installations. No guarantees will be issued when installation has been performed by a non-approved contractor.

4.4 ROOFING SEQUENCE

- A. Phase roofing is not acceptable. Any insulation or base layers laid in any one day must be covered with the properly installed roof system that same day. Failure to do so will void any warranties and no guarantee will be issued for the roofing system.

4.5 ACCEPTABILITY OF COMPLETED WORK

- A. The acceptability of completed roofing work will be based on its conformance to the contract requirement. The Material Manufacturer is not obligated to accept non-conforming work, and such non-conforming work may be rejected. The rejected work shall be promptly replaced or corrected in a manner and by methods approved by the Material Manufacturer at the Contractor's expense. The Material Manufacturer will instruct the Contractor's foreman and work crew on the proper methods of installation of the roofing system, and will follow-up on a regular basis to inspect the work being done. Any deficiencies from the specified work noted by the Material Manufacturer will be immediately reported to the Owner, along with recommended corrective actions necessary. The Material Manufacturer will not act in a supervisory capacity, and will not be responsible for the Contractor's errors or omissions.

4.6 ENGINEERING AND ROOF DECK

- A. The Material Manufacturer nor its representatives, practice engineering nor architecture. It makes no judgments on, and hereby disclaim any responsibility for the soundness of any roof deck or other structural component of buildings upon which its products are applied. Re-roofing and general building structuring require certification from a structural engineer that the structure will support the proposed additional weight. In addition, the Contractor must notify the Owner or his/her representative on the job-site of any unforeseen areas of wet insulation. Where the damage is serious and extensive, it will be the Owner's prerogative to authorize removal and replacement of deteriorated roofing, insulation and repair of the vapor barrier if present. Where damage to the roof deck is found, the Contractor shall furnish the Owner with a unit price for removal and replacement of the damaged deck.

4.7 ASBESTOS IDENTIFICATION

- A. The Material Manufacturer routinely conducts roof surveys and inspections in order to provide recommendations and/or specifications for the use of its products. However, the MATERIALS MANUFACTURER IS NOT, NOR ARE ITS REPRESENTATIVES, CERTIFIED TO IDENTIFY, HANDLE OR MONITOR ASBESTOS IN ROOFING, DECKING OR INSULATION. THEREFORE, IT MAKES NO JUDGMENTS ON AND HEREBY DISCLAIMS ANY RESPONSIBILITY FOR IDENTIFYING, HANDLING OR MONITORING ASBESTOS. If a building owner suspects that an asbestos condition exists on or under the roof area in question, Material Manufacturer can recommend licensed laboratories and technicians that can identify, remove, dispose of, and monitor the project.

4.8 ASBESTOS LIMITATIONS

- A. The Owner has been informed, acknowledges and agrees that Material Manufacturer is not engaged in the business of identifying, abating, encapsulating or removing asbestos or asbestos containing materials from the work site and has not agreed to do so herein.
- B. IN CONSIDERATION OF THE PROVISION HEREOF, THE OWNER HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE MATERIAL MANUFACTURER, ITS OWNERS, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, INCLUDING THE ENGINEER FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, LOSSES AND EXPENSES (INCLUDING BUT NOT LIMITED TO ATTORNEY'S FEES) ARISING OUT OF, OR RELATING TO, ANY CLAIMS, DEMANDS, OR CAUSES OF ACTION OF ANY KIND,, ATTRIBUTABLE TO, ARISING OUT OF, OR RELATING TO THE PRESENCE OF ASBESTOS OR ASBESTOS-CONTAINING MATERIALS ON OR AT THE WORK SITE AND/OR THE ABATEMENT, ENCAPSULATION AND/OR THE REMOVAL THEREOF.

4.9 MOLD LIMITATIONS

- A. The Garland Company makes no representation or warranty, express, implied, or otherwise, regarding mold, fungi, rust, corrosion or other bacteria or organism. Neither shall Garland have any duty to identify, nor accept any responsibility or liability for any claims associated with mold, fungi, rust, corrosion or other bacteria or organism related claims.

PART 5 CONTRACTOR'S QUALIFICATION STATEMENT

The undersigned certified oath that the information provided herein is true and sufficiently complete so as not to be misleading.

Submitted to: _____

Submitted by (Firm Name): _____

Address: _____

Principal Office Location _____

Qualification Statement Submitted for- Project Name

Type of Work:

Site Preparation _____

General Construction _____

Roofing _____

Plumbing _____

HVAC _____

Sprinkler _____

Electrical _____

Other _____

Electrical _____

(File separate form for each classification of work)

Organization:

Please provide the following information concerning your organization:

Type of Entity:

Corporation_____

Partnership_____

Individual_____

Other_____

Name of Principal, Owners or Partners

Years of Service

Name Position with Organization

Number of years this organization has been in business_____

Have members of this organization operated under former names/business?

Yes_____ No_____

If "yes," list name, type of entity and names of principal, owners or partners.

Provide a brief description of the general type of construction the firm performs. Please indicate for this project the work you intend to subcontract or perform.

Perform Subcontract

Earth Work _____

Concrete Work _____

Masonry Work _____

Structural Work _____

Roofing Work _____

Sprinkler _____

Plumbing _____

HVAC _____

Electrical _____

Experience

Please list the type and number of educational projects your firm has constructed which were subject to the Owner Guidelines and other Ohio regulatory agency construction requirements:

Type Number

New Construction – Primary _____

New Construction – Secondary _____

Renovations – Primary _____

Renovations – Secondary _____

Please list on a separate sheet marked “Appendix A” the major construction projects your organization has in progress providing the name of project, owner, architect, contract amount, bonding company, insurance carrier, percentage complete and scheduled completion date.

Please list on a separate sheet marked “Appendix B” the major projects your organization has completed in the past five years, giving the name of project, owner, architect, contract amount, bonding company, date of completion and percentage of the cost of the work performed with your own forces.

Insurance and Bonds

Please list names of current insurance carrier and number of projects insured by carrier:

Please list names of bonding company/agent utilized for projects constructed during the last five years:

Claims and Suits

Has your organization ever failed to complete any construction work it has been awarded?
Yes___ No___

Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please describe in full.) Yes___ No___

Has there been in the last ten years, or is there now pending or threatened, any litigation, arbitration, investigation, or governmental or regulatory proceeding involving claims in excess of \$100,000 or requesting a declaratory judgment or injunctive relief with respect to the construction or operation of any building which your firm, its principals, predecessors or affiliates constructed? Yes___ No___

Are all city, county, state and Federal taxes of any type, including real estate, FICA and Workmen's Compensation paid to date? Yes___ No___

Is there any potential claim, demand, litigation, arbitration, investigation, governmental proceeding or regulatory proceeding involving your firm, or its principals, predecessors or affiliates? Yes___ No___

If the answer to either of the preceding questions is "Yes," please describe in full in an attachment referred to in the preceding paragraphs, is there any litigation, arbitration, investigation or governmental or regulatory proceeding.

In addition to the litigation, arbitration, investigation, governmental proceeding or regulatory proceeding now pending or threatened to which your firm is or may be a party, or are you aware of any potential claim or demand, which might otherwise affect the capacity of your firm to perform with respect to your involvement with the Owner, whether or not it concerns other work which you have undertaken? If so, please describe in full. Yes___ No___

Bankruptcy

Has your firm, its principals, predecessors, or affiliates been the subject of any proceeding under the federal bankruptcy laws or any other proceedings under state or federal law in which a court or government agency has assumed jurisdiction over any of the assets or business of your firm, its principals, predecessors or affiliates? If so, please identify the proceedings, the court or governmental body and the date such jurisdiction was assumed in an attachment. Yes___ No___

Change Order History

Describe each instance the last five (5) years where change orders applied for during construction amounted in the aggregate to more than five percent (5%) of the contract price for any building which your firm constructed, or in which actual construction costs exceeded the contract price by more than five percent (5%) in an attachment.

Financial Condition

Please attach your organizations' last two (2) years' financial statements including your latest balance sheet and income statement showing the following:

Current assets (e.g., cash, joint venture accounts, receivable, accrued income, deposits, materials inventory and prepaid expenses):

Net Fixed Assets:

Other Assets:

Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes): List all older than 60 days.

Other Liabilities (e.g., capital stock, authorized and outstanding shares per values, earned surplus and retained earnings):

Name and address of firm preparing attached financial statement and date thereof.

References

Please list below Trade References:

Please list below Bank References:

END OF SECTION



SECTION 01 43 33.75

ROOFING MANUFACTURER'S FIELD SERVICES

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including the Conditions of the Contract and Division 07 Specification Sections apply to this Section.

1.2 SUMMARY

- A. Section includes Manufacturer's field services for roofing assemblies.
- B. Related Sections:
 - 1. Section 07 05 00 – Common Work Results for Thermal and Moisture Protection.
- C. Related Work Specified Elsewhere:
 - 1. Roofing Material: Section 07 52 00- Modified Bituminous Membrane Roofing.
 - 2. Roofing Material: Section 07 52 10 – Coal Tar-Modified Bituminous Membrane Roofing
 - 3. Roofing Material: Section 07 51 13 – Built-Up Asphalt Roofing – Hot-Applied
 - 4. Roofing Material: Section 07 51 14 – Built-Up Asphalt Roofing – Cold-Applied
 - 5. Roofing Material: Section 07 51 16 – Built-Up Coal Tar Roofing
 - 6. Roofing Material: Section 07 41 00 – Manufactured Metal Roofing Panels
 - 7. Roofing Material: Section 07 41 00.0100 – Manufactured Metal Roofing Panels
 - 8. Roofing Material: Section 07 41 00.001 – Manufactured Metal Roofing Panels

1.3 REFERENCES

- A. International building Code (current edition) or local authority building code.
- B. American Society of Civil Engineers (ASCE): ASCE 7, Minimum Design Loads for Buildings and Other Structures.
- C. Factory Mutual Global (FMG): Roof Assembly Classifications.
- D. National Roofing Contractors Association (NRCA): Roofing and Waterproofing Manual.
- E. American National Standards Institute and Single Ply Roofing Institute (ANSI/SPRI): ANSI/SPRI ES-1 Testing and Certification Listing of Shop Fabricated Edge Metal.

1.4 SUBMITTALS FOR REVIEW

- A. Product Data: Provide manufacturer's technical product data for each type of roofing product specified. Include data substantiating that materials comply with specified requirements.
- B. Specimen Warranty: Provide an unexecuted copy of the warranty specified for this Project, identifying the terms and conditions required of the Manufacturer and the Owner.
- C. Roofing System Manufacturer's Evaluation: Provide a comprehensive written assessment comparing available roofing solutions with validation of why the roofing system selection for the specific project is suitable and appropriate.
- D. Roofing System Manufacturer's Report Form: Provide a copy of the report form utilized by the roofing system manufacturer for progress inspections to monitor installation and quality.
- E. Online Reporting Capabilities: Provide a sample of the roofing system manufacturer's online roof inspection report as well as information about how long inspection reports are available to owner.

1.5 SUBMITTALS FOR INFORMATION

- A. Manufacturer's Installation Instructions: Submit installation instructions and recommendations indicating special precautions required for installing the membrane.
- B. Manufacturer's Certificate: Certify that roof system furnished is approved by Factory Mutual Global, Underwriters Laboratories, Warnock Hersey or approved third party testing facility in accordance with ASTM E108, Class A for external fire and meets local or nationally recognized building codes.
- C. Manufacturer's Certificate: Certify that materials are manufactured in the United States and conform to requirements specified herein, are chemically and physically compatible with each other, and are suitable for inclusion within the total roof system specified herein.
- D. Manufacturer's Certificate: Submit a certified copy of the roofing manufacturer's ISO 9001 compliance certificate.
- E. Written certification from the roofing system manufacturer certifying the applicator is currently authorized for the installation of the specified roof system.
- F. Design Loads: Submit copy of manufacturer's minimum design load calculations according to ASCE 7, Method 2 for Components and Cladding. In no case shall the design loads be taken to be less than those detailed in Design and Performance Criteria article of this specification.
- G. Qualification data for firms and individuals identified in Quality Assurance Article below.
- H. Test Reports: Submit ANSI/SPRI ES-1 Testing and Certification Listing of Shop Fabricated Edge Metal Products.
- I. Substitutions: Products proposed as equal to the products specified for this project shall meet all of the requirements in the appropriate Division 7 specifications and

shall be submitted for consideration at least 7 days prior to the date that bids must be submitted.

1. Proposals shall be accompanied by a copy of the manufacturer's standard specification Section. That specification Section shall be signed and sealed by a professional engineer licensed in the state in which the installation is to take place. Substitution requests containing specifications without licensed engineer certification shall be rejected for non-conformance.
2. Manufacturer's checklist will be accompanied with any substitution to verify equal performance characteristics to those specified in Division 7 specification.
3. The Owner's decision regarding substitutions will be considered final.

1.6 CONTRACT CLOSEOUT SUBMITTALS

- A. Project Warranty: Provide specified warranty for the Project, executed by the authorized agent of the Manufacturer.
- B. Roofing Maintenance Instructions: Provide a roof care and maintenance manual of manufacturer's recommendations for maintenance of installed roofing systems.
- C. Insurance Certification: Assist Owner in preparation and submittal of roof installation acceptance certification as may be necessary in connection with fire and extended coverage insurance on roofing and associated work.
- D. Inspection Logs: Copy of inspection reports as performed by the manufacturer shall be submitted at project closeout and include photographic documentation of installation progress, weather conditions, and personnel on the project at the time of every inspection.

1.7 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this Section with not less than [12] years documented experience and have ISO 9001 certification.
- B. Installer Qualifications: Company specializing in specified roofing installation with not less than [5] years experience and authorized by roofing system manufacturer as qualified to install manufacturer's roofing materials.
- C. Installer's Field Supervision: Maintain a full-time Supervisor/Foreman on job site during all phases of roofing work while roofing work is in progress. Maintain proper supervision of workmen.
- D. Maintain a copy of the roof plans, details, and specifications in the possession of the Supervisor/Foreman and on the roof at all times.
- E. Source Limitations: Obtain all primary components of roof system from a single manufacturer. Secondary products that are required shall be recommended and approved in writing by the roofing system Manufacturer.
 1. The manufacturer providing the roofing system warranty must verify that they manufacture a minimum of 75% of the products utilized in the roofing system of this project. Products that are private labeled shall not be considered as manufactured by the roofing system supplier.
 2. Upon request of the Architect or Owner, submit Manufacturer's written approval of secondary components in list form, signed by an authorized agent of the Manufacturer.

- F. Source Quality Control: Manufacturer shall have in place a documented, standardized quality control program such as ISO-9001.

1.8 PRE-INSTALLATION CONFERENCE

- A. Pre-Installation Roofing Conference: Convene a pre-roofing conference approximately two (2) weeks before scheduled commencement of roofing system installation and associated work.
- B. Require attendance of installer of each component of associated work: installers of deck or substrate construction to receive roofing work: installers of rooftop units and other work in and around roofing that must precede or follow roofing work (including mechanical work if any): architect and/or engineer: owner: roofing system manufacturer's full time employee: and other representatives directly concerned with performance of the Work, including (where applicable) owner's insurers, testing agencies and governing authorities. Objectives of conference include:
 - 1. Review foreseeable methods and procedures related to roofing work, including set up and mobilization areas for stored material and work area.
 - 2. Tour representative areas of roofing substrates (decks), inspect and discuss condition of substrate, roof drains, curbs, penetrations and other preparatory work performed by others.
 - 3. Review structural loading limitations of deck and inspect deck for loss of flatness and for required attachment.
 - 4. Review roofing system requirements (drawings, specifications and other contract documents).
 - 5. Review required submittals both completed and yet to be completed.
 - 6. Review and finalize construction schedule related to roofing work and verify availability of materials, installer's personnel, equipment and facilities needed to make progress and avoid delays.
 - 7. Review required inspection, testing, certifying and material usage accounting procedures.
 - 8. Review weather and forecasted weather conditions and procedures for coping with unfavorable conditions, including possibility of temporary roofing (if not a mandatory requirement).
 - 9. Record discussion of conference including decisions and agreements (or disagreements) reached and furnish a copy of record to each party attending. If substantial disagreements exist at conclusion of conference, determine how disagreements will be resolved and set date for reconvening conference.
- C. The Owner's Representative will designate one of the conference participants to record the proceedings and promptly distribute them to the participants for record.
- D. The intent of the conference is to resolve issues affecting the installation and performance of roofing work. Do not proceed with roofing work until such issues are resolved to the satisfaction of the owner. This shall not be construed as interference with the progress of Work on the part of the owner or architect or engineer of Record.

1.9 MANUFACTURER'S INSPECTIONS

- A. When the Project is in progress, a full-time employee of the roofing system manufacturer must provide the following:

1. Report progress and quality of the work as observed. Progress reports must be published to an online system as referenced in Section 1.4.
2. Provide periodic (3, 4, or 5 days per week) roofing installation inspections: Inspections must include; photographic documentation of work in-progress and written statements of compliance with details/shop drawings.
3. Report to the owner, architect and/or engineer in writing any failure or refusal of the contractor to correct unacceptable practices called to the contractor's attention.
4. Confirm after project completion that the manufacturer has observed no application procedures in conflict with the specifications other than those that may have been previously reported and corrected.

1.10 WARRANTY

- A. Upon completion of installation, and acceptance by the owner and architect and/or engineer, the manufacturer will supply to the owner the specified warranty.
- B. Installer will submit a five (2)- year workmanship warranty to the membrane manufacturer with a copy directly to the owner.
- C. The roofing system manufacturer must have been in continuous business operation for a period of time at least as long as the length of the roof system warranty provided for this project.

1.11 DESIGN AND PERFORMANCE CRITERIA

- A. Uniform Wind Uplift Load Capacity (required for each roof section)
 1. Installed roof system shall withstand negative (uplift) design wind loading pressures complying with the following criteria.
Attachment shall be installed exactly as given in Part 3.
 - 1) Per wind up-lift calculations provided
- B. Snow Load: [25] psf.
- C. Live Load: 20 psf, or not to exceed original building design.
- D. Drainage Calculations: Drainage shall be calculated for all roof areas to determine suitability of all plumbing and gutter accommodations are sized appropriately to manage storm water runoff.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION

3.1 EXECUTION, GENERAL

- A. Comply with requirements of related Division 07 Section.

3.2 GENERAL INSTALLATION REQUIREMENTS

- A. Cooperate with manufacturer, inspection and test agencies engaged or required to perform services in connection with installing the roof system.
- B. Insurance/Code Compliance: Where required by code, install and test the roofing system to comply with governing regulation and specified insurance requirements.

3.3 FIELD QUALITY CONTROL

- A. Roofing Manufacturer Representative shall perform field inspection as specified in Article titled: MANUFACTURER'S INSPECTIONS above. Inspections must include photographic documentation of installation progress, weather conditions, and personnel on the project at the time of inspection.
- B. Correct defects or irregularities discovered during field inspection. Issues deemed defective must be re-inspected and determined suitable by the roofing manufacturer.
- C. Require attendance of roofing materials manufacturers' representatives at site during installation of the roofing system. A copy of the specification shall also be on site at all times.
- D. Frequent progress meetings shall be conducted during the performance of roof system installation and must be attended by the owner, architect or engineer, roofing system manufacturer's full time employee, and other representatives directly concerned with performance of the work.

3.4 FINAL INSPECTION

- A. At the completion of the roofing installation and associated work, meet with contractor, architect or engineer, installer, installer of associated work, owner, roofing system manufacturer's representative, and other representatives directly concerned with performance of roofing system.
- B. Walk roof surface areas of the building, inspect perimeter building edges as well as flashing of roof penetrations, walls, curbs and other equipment. List all items requiring correction or completion and furnish copy of list to each party in attendance.
- C. Notify the owner and owners representative upon completion of corrections.
- D. The roofing system manufacturer reserves the right to request a thermographic scan of the roof during final inspection to determine if any damp or wet materials have been installed. The thermographic scan shall be provided by the roofing contractor.
- E. If core cuts verify the presence of damp or wet materials, the roofing contractor shall be required to replace the damaged areas at his own expense.
- F. Following the final inspection, provide written notice of acceptance of the installation from the roofing system manufacturer.
- G. Immediately correct roof leakage during construction. If the contractor does not respond within twenty four (24) hours, the owner may exercise right to correct the Work under the terms of the Conditions of the Contract.

END OF SECTION

SECTION 07550

MODIFIED BITUMINOUS MEMBRANE ROOFING

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Torch Applied 2-Ply Asphalt Roofing. (2.15)(3.8)
- B. Accessories. (2.16)
- C. Edge Treatment and Roof Penetration Flashings. (2.17)(3.9)

1.2 RELATED SECTIONS

- A. Section 1 - Roof Deck Substrate Preparation.
- B. Section 06114 - Wood Blocking and Curbing: Wood nailers and cant strips.
- C. Section 07220 - Insulation Board: Insulation and fastening.
- D. Section 07620 - Sheet Metal Flashing and Trim: Weather protection for base flashings.
- E. Section 07710 - Manufactured Roof Specialties: Counter flashing gravel stops, and fascias.
- F. Section 07724 - Roof Hatches: Frame and integral curb; Counter flashing.

1.3 REFERENCES

- A. ASTM D 41 - Standard Specification for Asphalt Primer Used in Roofing, Dampproofing, and Waterproofing.
- B. ASTM D 312 - Standard Specification for Asphalt used in Roofing.
- C. ASTM D 451 - Standard Test Method for Sieve Analysis of Granular Mineral Surfacing for Asphalt Roofing Products.
- D. ASTM D 1079 Standard Terminology Relating to Roofing, Waterproofing and Bituminous Materials.
- E. ASTM D 1227 Standard Specification for Emulsified Asphalt Used as a Protective Coating for Roofing.
- F. ASTM D 1863 Standard Specification for Mineral Aggregate Used as a Protective Coating for Roofing.
- G. ASTM D 2822 Standard Specification for Asphalt Roof Cement.
- H. ASTM D 2824 Standard Specification for Aluminum-Pigmented Asphalt Roof Coating.
- I. ASTM D 4601 Standard Specification for Asphalt Coated Glass Fiber Base Sheet

Used in Roofing.

- J. ASTM D 5147 Standard Test Method for Sampling and Testing Modified Bituminous Sheet Materials.
- K. ASTM D 6162 Standard Specification for Styrene Butadiene Styrene (SBS) Modified Bituminous Sheet Materials Using a Combination of Polyester and Glass Fiber Reinforcements.
- L. ASTM E 108 - Standard Test Methods for Fire Test of Roof Coverings
- M. National Roofing Contractors Association (NRCA): Roofing and Waterproofing Manual.
- N. Sheet Metal and Air Conditioning Contractors National Association, Inc. (SMACNA) - Architectural Sheet Metal Manual.
- O. Underwriters Laboratories, Inc. (UL): Fire Hazard Classifications.
- P. ANSI-SPRI ES-1 Wind Design Standard for Edge Systems used with Low Slope Roofing Systems.
- Q. ASCE 7-05, Minimum Design Loads for Buildings and Other Structures
- R. UL - Fire Resistance Directory.

1.4 DESIGN / PERFORMANCE REQUIREMENTS

- A. Perform work in accordance with all federal, state and local codes.
- B. Exterior Fire Test Exposure: Roof system shall achieve a UL, FM or WH Class rating for roof slopes indicated on the Drawings as follows:
 - 1. Underwriters Laboratory Class A Rating.
- C. Design Requirements:
 - 1. Uniform Wind Uplift Load Capacity
 - a. Installed roof system shall withstand negative (uplift) design wind loading pressures complying with the following criteria.
 - 1) Per wind up-lift calculations provided
 - 2. Snow Load: 25 psf
 - 3. Live Load: 20 psf, or not to exceed original building design.
 - 4. Dead Load:
 - a. Total addition of weight to the roof structure is less than 10 psf.
- D. Roof System membranes containing recycled or bio-based materials shall be third party certified through UL Environment.

1.5 SUBMITTALS

- A. Submit under provisions of Section 01300.
- B. Product Data: Manufacturer's data sheets on each product to be used, including:

1. Preparation instructions and recommendations.
 2. Storage and handling requirements and recommendations.
 3. Installation instructions.
- C. Shop Drawings: Submit shop drawings including installation details of roofing, flashing, fastening, insulation and vapor barrier, including notation of roof slopes and fastening patterns of insulation and base modified bitumen membrane, prior to job start.
- D. Design Pressure Calculations: Submit design pressure calculations for the roof area in accordance with ASCE 7-05 and local Building Code requirements. Include a roof system attachment analysis report, certifying the system's compliance with applicable wind load requirements before Work begins. Report shall be signed and sealed by a Professional Engineer registered in the State of the Project who has provided roof system attachment analysis for not less than 5 consecutive years.
- E. Recycled or Bio-Based Materials: Provide third party certification through UL Environment of roof System membranes containing recycled or bio based materials
- F. Verification Samples: For each modified bituminous membrane ply product specified, two samples, minimum size 6 inches (150 mm) square, representing actual product, color, and patterns.
- G. Manufacturer's Certificates: Provide to certify products meet or exceed specified requirements.
- H. Closeout Submittals: Provide manufacturer's maintenance instructions that include recommendations for periodic inspection and maintenance of all completed roofing work. Provide product warranty executed by the manufacturer. Assist Owner in preparation and submittal of roof installation acceptance certification as may be necessary in connection with fire and extended coverage insurance on roofing and associated work.

1.6 QUALITY ASSURANCE

- A. Perform Work in accordance with NRCA Roofing and Waterproofing Manual.
- B. Manufacturer Qualifications: Manufacturer: Company specializing in manufacturing products specified in this section with documented ISO 9001 certification and minimum twelve years and experience.
- C. Installer Qualifications: Company specializing in performing Work of this section with minimum five years documented experience and a certified Pre-Approved Garland Contractor.
- D. Installer's Field Supervision: Maintain a full-time Supervisor/Foreman on job site during all phases of roofing work while roofing work is in progress.
- E. Product Certification: Provide manufacturer's certification that materials are manufactured in the United States and conform to requirements specified herein, are chemically and physically compatible with each other, and are suitable for inclusion within the total roof system specified herein.
- F. Source Limitations: Obtain all components of roof system from a single manufacturer. Secondary products that are required shall be recommended and approved in writing by the roofing system Manufacturer. Upon request of the Architect or Owner, submit Manufacturer's written approval of secondary components in list form, signed by an authorized agent of the Manufacturer.

1.7 PRE-INSTALLATION MEETINGS

- A. Convene minimum two weeks prior to commencing Work of this section.
- B. Review installation procedures and coordination required with related Work.
- C. Inspect and make notes of job conditions prior to installation:
 - 1. Record minutes of the conference and provide copies to all parties present.
 - 2. Identify all outstanding issues in writing designating the responsible party for follow-up action and the timetable for completion.
 - 3. Installation of roofing system shall not begin until all outstanding issues are resolved to the satisfaction of the Architect.

1.8 DELIVERY, STORAGE, AND HANDLING

- A. Deliver and store products in manufacturer's unopened packaging with labels intact until ready for installation.
- B. Store all roofing materials in a dry place, on pallets or raised platforms, out of direct exposure to the elements until time of application. Store materials at least 4 inches above ground level and covered with "breathable" tarpaulins.
- C. Stored in accordance with the instructions of the manufacturer prior to their application or installation. Store roll goods on end on a clean flat surface. No wet or damaged materials will be used in the application.
- D. Store at room temperature wherever possible, until immediately prior to installing the roll. During winter, store materials in a heated location with a 50 degree F (10 degree C) minimum temperature, removed only as needed for immediate use. Keep materials away from open flame or welding sparks.
- E. Avoid stockpiling of materials on roofs without first obtaining acceptance from the Architect/Engineer.
- F. Adhesive storage shall be between the range of above 40 degree F (4 degree C) and below 80 degree F (27 degree C). Area of storage shall be constructed for flammable storage.

1.9 COORDINATION

- A. Coordinate Work with installing associated metal flashings as work of this section proceeds.

1.10 PROJECT CONDITIONS

- A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's absolute limits.

1.11 WARRANTY

- A. Upon completion of the work, provide the Manufacturer's written and signed Limited Warranty, warranting that, if a leak develops in the roof during the term of this warranty, due to defective material, the manufacturer shall provide the Owner, at the Manufacturer's expense, with the labor and material necessary to return the defective area to a watertight condition.
 - 1. Warranty Period:
 - a. 20 years from date of acceptance.

- B. Installer is to guarantee all work against defects in materials and workmanship for a period indicated following final acceptance of the Work.
 - 1. Warranty Period:
 - a. 2 years from date of acceptance.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Acceptable Manufacturer: Garland Company, Inc. (The), which is located at: 3800 E. 91st St. ; Cleveland, OH 44105; Toll Free Tel: 800-321-9336; Tel: 216-641-7500; Fax: 216-641-0633; Email: [request info \(iw@garlandco.com\)](mailto:request info (iw@garlandco.com)); Web: www.garlandco.com
- B. Requests for substitutions will be considered in accordance with provisions of Section 01600.

2.2 TORCH APPLIED 2-PLY ASPHALT ROOFING

- A. Base (Ply) Sheet:
 - 1. HPR Torch Base:
- B. Modified Cap (Ply) Sheet:
 - 1. StressPly IV:
 - a. StressPly IV: 180 mil SBS (Styrene-Butadiene-Styrene) rubber modified roofing membrane reinforced with a dual fiberglass scrim. Designed for torch applications with a burn-off backer that indicates when the material is hot enough to be installed.
 - 1) Tensile Strength, ASTM D 5147
 - a) 2 in./min. @ 73.4 ± 3.6 degreesF MD 210 lbf/in XD 210 lbf/in
 - b) 50 mm/min. @ 23 ± 2 degreesC MD 36.75 kN/m XD 36.75 kN/m
 - 2) Tear Strength, ASTM D 5147
 - a) 2 in./min. @ 73.4 ± 3.6 degreesF MD 250 lbf XD 250 lbf
 - b) 50 mm/min. @ 23 ± 2 degreesC MD 1112 N XD 1112 N
 - 3) Elongation at Maximum Tensile, ASTM D 5147
 - a) 2 in./min. @ 73.4 ± 3.6 degreesF MD 6% XD 6%
 - b) 50 mm/min. @ 23 ± 2 degreesC MD 6% XD 6%
 - 4) Low Temperature Flexibility, ASTM D 5147: Passes -30 degreesF (-34 degreesC)
- C. InterPly Adhesive:
 - 1. NA
- D. Flashing Base Ply:
 - 1. HPR Torch Base:
 - a. HPR Torchbase: SBS modified, torch applied sheet material. ASTM D 6163, Type II.
 - a. Tensile Strength, ASTM D 5147
 - 1) 2 in./min. @ 73.4 ± 3.6 degreesF MD 210 lbf/in XD 210 lbf/in
 - 2) 50 mm/min. @ 23 ± 2 degreesC MD 210 lbf/in XD 210 lbf/in
 - b. Tear Strength, ASTM D 5147
 - 1) 2 in./min. @ 73.4 ± 3.6 degreesF MD 250 lbf XD 1112 N
 - 2) 50 mm/min. @ 23 ± 2 degreesC MD 250 lbf XD 1112 N
 - c. Elongation at Maximum Tensile, ASTM D 5147
 - 1) 2 in./min. @ 73.4 ± 3.6 degreesF MD 4.0 % XD 4.0 %
 - 2) 50 mm/min @ 23 ± 2 degreesC MD 4.0 % XD 4.0 %
 - d. Low Temperature Flexibility, ASTM D 5147: Passes -35 degreesF (-37 degreesC)

- E. **Flashing Cap (Ply) Sheet**
1. **StressPly IV Mineral:**
 - a. StressPly IV Mineral: 195 mil SBS (Styrene-Butadiene-Styrene) mineral surfaced rubber modified roofing membrane with a dual fiberglass scrim. Designed for torch applications with a burn-off backer that indicates when the material is hot enough to be installed.
 - 1) Tensile Strength, ASTM D 5147
 - a) 2 in/min. @ 73.4 ± 3.6 degreesF MD 210 lbf/in XD 210 lbf/in
 - b) 50 mm/min. @ 23 ± 2 degreesC MD 36.75 kN/m XD 36.75 kN/m
 - 2) Tear Strength, ASTM D 5147
 - a) 2 in/min. @ 73.4 ± 3.6 degreesF MD 250 lbf XD 250 lbf
 - b) 50 mm/min. @ 23 ± 2 degreesC MD 1112 N XD 1112 N
 - 3) Elongation at Maximum Tensile, ASTM D 5147
 - a) 2 in/min. @ 73.4 ± 3.6 degreesF MD 6% XD 6%
 - b) 50 mm/min. @ 23 ± 2 degreesC MD 6% XD 6%
 - 4) Low Temperature Flexibility, ASTM D 5147, Passes -30 degreesF (-34 degreesC)
- F. **Flashing Ply Adhesive:**
1. **Weatherking Flashing Adhesive:**
 - a. Weatherking Flashing Adhesive: Brush Grade Flashing Adhesive. Performance Requirements:
 - a. Non-Volatile Content ASTM D 4479 70 min.
 - b. Density ASTM D 1475 8.6 lbs./gal. (1kg/l)
 - c. Flash Point ASTM D 93 100 degreesF (37 degreesC)
- G. **Surfacing:**
1. **Aggregate/Flood Coat**
 - a. **Weatherscreen:**
 - 1) Weatherscreen: Asphalt Protective Roof Coating, Weatherscreen; heavy-bodied, fiber reinforced, cold process roof coating having the following characteristics:
 - 1) Weight/Gallon 9.1 lbs./gal. (1.1 g/cm³)
 - 2) Non-Volatile % (ASTM D 4479) Typical 75
 - 3) Viscosity Brookfield RVT;
 - 4) Spindle #5; 10RPM @ 71 degreesF 20,000-25,000 cPs
 - 5) Roofing Aggregate: ASTM D 1863
 - a) Pea gravel.

2.3 ACCESSORIES:

- A. **Vapor Retarder: HPR Torchbase SBS modified, torch applied sheet material. ASTM D 6163, Type II.**
1. **Tensile Strength, ASTM D 5147**
 - a. 2 in/min. @ 73.4 ± 3.6 degreesF MD 210 lbf/in XD 210 lbf/in
 - b. 50 mm/min. @ 23 ± 2 degreesC MD 210 lbf/in XD 210 lbf/in
 2. **Tear Strength, ASTM D 5147**
 - a. 2 in/min. @ 73.4 ± 3.6 degreesF MD 250 lbf XD 1112 N
 - b. 50 mm/min. @ 23 ± 2 degreesC MD 250 lbf XD 1112 N
 3. **Elongation at Maximum Tensile, ASTM D 5147**
 - a. 2 in/min. @ 73.4 ± 3.6 degreesF MD 4.0 % XD 4.0 %
 - b. 50 mm/min @ 23 ± 2 degreesC MD 4.0 % XD 4.0 %
 4. **Low Temperature Flexibility, ASTM D 5147: Passes -35 degreesF (-37 degreesC)**

2.4 EDGE TREATMENT AND ROOF PENETRATION FLASHINGS

- A. Manufactured Flashing Ply: R-MER Ply galvalume steel and modified membrane roof termination/flashing system comprised of a flexible, tie-in membrane, factory-bonded within a watertight, mechanical seal to a galvalume steel vertical flashing or fascia reveal profile. Siliconized modified polyester, epoxy primer baked both sides. Modified membrane is a 180 mil, Styrene-Butadiene-Styrene SBS (Styrene-Butadiene-Styrene) rubber modified membrane reinforced with a dual fiberglass scrim.
1. Tensile Strength, ASTM D 5, 147
 - a. 2 in/min. @ 73.4 ± 3.6 degreesF MD 210 lbf/in CMD 210 lbf/in
 - b. 50 mm/min. @ 23 ± 3 degreesC MD 36.75 kN/m CMD 36.75 kN/m
 2. Tear Strength, ASTM D 5147
 - a. 2 in/min. @ 73.4 ± 3.6 degreesF MD 250 lbf CMD 250 lbf
 - b. 50 mm/min. @ 23 ± 3 degreesC MD 1112 N CMD 1112 N
 3. Elongation at Maximum Tensile, ASTM D5147
 - a. 2 in/min. @ 73.4 ± 3.6 degreesF MD 6.0% CMD 6.0%
 - b. 50 mm/min. @ 23 ± 3 degreesC MD 6.0% CMD 6.0%
 4. Low Temperature Flexibility, ASTM D5147: Passes -30 degreesF (-34 degreesC)
 5. Coating Properties:
 - a. Pencil Hardness, NCCA II-2 - ASTM D3363, F-H
 - b. Bend, NCCA II-19, ASTM D 4145, 2-T
 - c. Adhesion / Cross-Hatch, ASTM D3359, no loss of adhesion
 - d. Gloss (60 degrees angle), ASTM D 523, 90+/-5%
 - e. Reverse Impact, ASTM D 2794 no cracking or loss of adhesion
 - f. Nominal Thickness, ASTM D 1005, primer and topcoat 1.0 mils.
- B. Flashing Boot - Rubbertite Flashing Boot: Neoprene pipe boot for sealing single or multiple pipe penetrations adhered in approved adhesives as recommended and furnished by the membrane manufacturer.
- C. Vents and Breathers: Heavy gauge aluminum and fully insulated vent that allows moisture and air to escape but not enter the roof system as recommended and furnished by the membrane manufacturer.
- D. Pitch pans, Rain Collar 24 gauge stainless or 20oz (567gram) copper. All joints should be welded/soldered watertight. See details for design.
- E. Drain Flashings should be 4lb (1.8kg) sheet lead formed and rolled.
- F. Plumbing stacks should be 4lb (1.8kg) sheet lead formed and rolled.
- G. Liquid Flashing - Tuff-Flash: An asphaltic-polyurethane, low odor, liquid flashing material designed for specialized details unable to be waterproofed with typical modified membrane flashings.
1. Tensile Strength, ASTM D 412: 400 psi
 2. Elongation, ASTM D 412: 300%
 3. Density @77 degreesF 8.5 lb/gal typical
- H. Fabricated Flashings: Fabricated flashings and trim are specified in Section 07620.
1. Fabricated flashings and trim shall conform to the detail requirements of SMACNA "Architectural Sheet Metal Manual" and/or the CDA Copper Development Association "Copper in Architecture - Handbook" as applicable.
- I. Manufactured Roof Specialties: Manufactured copings, fascia, gravel stops, control joints, expansion joints, joint covers and related flashings and trim are specified in Section 07710.

1. Manufactured roof specialties shall conform to the detail requirements of SMACNA "Architectural Sheet Metal Manual" and/or the NRCA "Roofing and Waterproofing Manual" as applicable.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Do not begin installation until substrates have been properly prepared.
- B. Inspect and approve the deck condition, slopes and fastener backing if applicable, parapet walls, expansion joints, roof drains, stack vents, vent outlets, nailers and surfaces and elements.
- C. Verify that work penetrating the roof deck, or which may otherwise affect the roofing, has been properly completed.
- D. If substrate preparation and other conditions are the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.

3.2 PREPARATION

- A. General: Clean surfaces thoroughly prior to installation.
 1. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
 2. Fill substrate surface voids that are greater than 1/4 inch wide with an acceptable fill material.
 3. Roof surface to receive roofing system shall be smooth, clean, free from loose gravel, dirt and debris, dry and structurally sound.
 4. Wherever necessary, all surfaces to receive roofing materials shall be power broomed and vacuumed to remove debris and loose matter prior to starting work.
 5. Do not apply roofing during inclement weather. Do not apply roofing membrane to damp, frozen, dirty, or dusty surfaces.
 6. Fasteners and plates for fastening components mechanically to the substrate shall provide a minimum pull-out capacity of 300 lbs. (136 k) per fastener. Base or ply sheets attached with cap nails require a minimum pullout capacity of 40 lb. per nail.
 7. Prime decks where required, in accordance with requirements and recommendations of the primer and deck manufacturer.
- B. Poured reinforced concrete
 1. Shall be smooth, dry, clean and free of ice/frost, projections and depressions. Concrete shall be fully cured and the surface shall be broom cleaned and free of release/curing agents prior to commencement of work.
 2. Prepared concrete surfaces shall be primed with asphalt primer at a rate of approx. 1 gallon/100 sq. ft. All primed areas shall be fully dried before proceeding with the application of the roof system.
- C. Torch Applied Vapor Barrier: Install one torch on fiberglass base sheet using a suitable heat source adhere one ply to the entire surface. Shingle in direction of slope of roof to shed water on each area of roof
- D. Insulation: Roof insulation is specified in Section
 1. All joints between layers should be staggered when multiple layers of insulation are installed. Insulation greater than 2.5 inches shall be installed in multiple layers.

2. Insulation shall be kept dry at all times. Install only as much insulation as can be covered with completed roofing membrane before the end of the day's work or prior to onset of inclement weather.
3. Edges shall butt tightly and all cuts shall fit neatly against adjoining surfaces to provide a smooth overall surface. Gaps of greater than 1/4 inch width shall be filled with insulation.
4. Install tapered insulation around roof drains and penetrations to provide adequate slope for proper drainage.
5. Mechanically attached insulation shall be fastened in accordance with code and insurance requirements for the applicable geographic zone with the required number and type of fasteners and plates.
6. When asphalt or cold adhesive attachment is specified, the proposed insulation shall be compatible with the roof substrate, the proposed bitumen and the requirements of the specific membrane.
7. Hot asphalt application:
 - a. Maximum 4 foot by 4 foot insulation boards shall be attached with hot asphalt.
 - b. Asphalt for insulation attachment shall meet ASTM D 312 Type III or IV criteria, as dictated by the roof slope or other design conditions.
 - c. Expanded polystyrene (EPS) materials shall not be installed with hot bitumen products.

3.3 INSTALLATION - GENERAL

- A. Install modified bitumen membranes and flashings in accordance with manufacturer's instructions and with the recommendations provided by the National Roofing Contractors Association's Roofing & Waterproofing Manual, the Asphalt Roofing Manufacturers Association, and applicable codes.
- B. General: Avoid installation of modified bitumen membranes at temperatures lower than 40-45 degrees F. When work at such temperatures unavoidable use the following precautions:
 1. Take extra care during cold weather installation and when ambient temperatures are affected by wind or humidity, to ensure adequate bonding is achieved between the surfaces to be joined. Use extra care at material seam welds and where adhesion of the applied product to the appropriately prepared substrate as the substrate can be affected by such temperature constraints as well.
 2. Unrolling of cold materials, under low ambient conditions must be avoided to prevent the likelihood of unnecessary stress cracking. Rolls must be at least 40 degrees F at the time of application. If the membrane roll becomes stiff or difficult to install, it must be replaced with roll from a heated storage area.
- C. Commence installation of the roofing system at the lowest point of the roof (or roof area), working up the slope toward the highest point. Lap sheets shingle fashion so as to constantly shed water

3.4 INSTALLATION TORCH APPLIED 2-PLY ASPHALT ROOFING

- A. Base Ply: Install torch base sheet to a properly prepared substrate. Shingle in proper direction to shed water on each area of roofing.
 1. Lay out the roll in the course to be followed and unroll 6 feet (1.8 m).
 2. Using a roofing torch, heat the surface of the coiled portion until the burn-off backer melts away. At this point, the material is hot enough to lay into the substrate. Progressively unroll the sheet while heating and press down with your foot to insure a proper bond.
 3. After the major portion of the roll is bonded, re-roll the first 6 feet (1.8 m) and

- 4. Repeat this operation with subsequent rolls with side laps of 4 inches (101 mm) and end laps of 8 inches (203 mm).
 - 5. Give each lap a finishing touch by passing the torch along the joint and spreading the melted bitumen evenly with a rounded trowel to insure a smooth, tight seal.
 - 6. Extend underlayment 2 inches (50 mm) beyond top edges of cants at wall and projection bases.
 - 7. Install base flashing ply to all perimeter and projections details.
- B. Modified Cap (Ply) Sheet: Over torch base sheet underlayment, lay out the roll in the course to be followed and unroll 6 feet (1.8 m). Stagger seams over the torch base sheet seams.
 - 1. Using a roofing torch, heat the surface of the coiled portion until the burn-off backer melts away. At this point, the material is hot enough to lay into the substrate. Progressively unroll the sheet while heating and press down with your foot to insure a proper bond.
 - 2. After the major portion of the roll is bonded, re-roll the first 6 feet (1.8 m) and bond it in a similar fashion.
 - 3. Repeat this operation with subsequent rolls with side laps of 4 inches (101 mm) and end laps of 8 inches (203 mm).
 - 4. Give each lap a finishing touch by passing the torch along the joint and spreading the melted bitumen evenly with a rounded trowel to insure a smooth, tight seal.
- C. Fibrous Cant Strips: Provide non-combustible perlite or glass fiber cant strips at all wall/curb detail treatments where angle changes are greater than 45 degrees. Cant may be set in approved cold adhesives, hot asphalt or mechanically attached with approved plates and fasteners.
- D. Wood Blocking, Nailers and Cant Strips: Provide wood blocking, nailers and cant strips as specified in Section 06114.
 - 1. Provide nailers at all roof perimeters and penetrations for fastening membrane flashings and sheet metal components.
 - 2. Wood nailers should match the height of any insulation, providing a smooth and even transition between flashing and insulation areas.
 - 3. Nailer lengths should be spaced with a minimum 1/8 inch gap for expansion and contraction between each length or change of direction.
 - 4. Nailers and flashings should be fastened in accordance with Factory Mutual "Loss Prevention Data Sheet 1- 49, Perimeter Flashing" and be designed to be capable of resisting a minimum force of 200 lbs/lineal foot in any direction.
- E. Metal Work: Provide metal flashings, counter flashings, parapet coping caps and thru-wall flashings as specified in Section 07620 or Section 07710. Install in accordance with the SMACNA "Architectural Sheet Metal Manual" or the NRCA Roofing Waterproofing manual.
- F. Termination Bar: Provide a metal termination bar or approved top edge securement at the terminus of all flashing sheets at walls and curbs. Fasten the bar a minimum of 8 inches (203 mm) o/c to achieve constant compression. Provide suitable, sealant at the top edge if required.
- G. Flashing Base Ply: Seal all curb, wall and parapet flashings with an application of mastic and mesh on a daily basis. Do not permit conditions to exist that will allow moisture to enter behind, around or under the roof or flashing membrane.
 - 1. Prepare all walls, penetrations, expansion joints, and other surfaces to be flashed with asphalt primer at the rate of 100 square feet per gallon. Allow

- primer to dry tack free.
 - 2. Adhere modified flashing base to the underlying base flashing ply with specified flashing ply adhesive. Nail off at a minimum of 8 inches (203 mm) o.c. from the finished roof at all vertical surfaces.
 - 3. Solidly adhere the entire sheet of flashing membrane to the substrate. Tops of all flashings that are not run up and over curb shall be secured through termination bar 6 inches (152 mm) and sealed at top
 - 4. Seal all vertical laps of flashing membrane with a three-course application of trowel-grade mastic and fiberglass mesh.
 - 5. Coordinate counter flashing, cap flashings, expansion joints, and similar work with modified bitumen roofing work.
 - 6. Coordinate roof accessories, miscellaneous sheet metal accessory items, including piping vents and other devices with the roofing system work. When using mineralized cap sheet all stripping plies type IV felt / Versiply 40 shall be installed prior to cap sheet installation.
- H. Flood Coat/Aggregate:
- 1. Install after cap sheets and modified flashing, tests, repairs and corrective actions have been completed and approved.
 - 2. Apply flood coat materials in the quantities recommended by the manufacturer.
 - 3. Uniformly embed aggregate in the flood coat of cold adhesive at a rate recommended by the manufacturer.
 - 4. Aggregate must be dry and placed in a manner required to form a compact, embedded overlay. To aid in embedment, lightly roll aggregate.
- I. Flashing Cap Ply: Install flashing cap sheets by the same application method used for the base ply.
- 1. Seal curb, wall and parapet flashings with an application of mastic and mesh on a daily basis. Do not permit conditions to exist that will allow moisture to enter behind, around or under the roof or flashing membrane.
 - 2. Prepare all walls, penetrations, expansion joints and where shown on the Drawings to be flashed with required primer at the rate of 100 square feet per gallon. Allow primer to dry tack free.
 - 3. Adhere to the underlying base flashing ply with specified flashing ply adhesive unless otherwise specified. Nail off at a minimum of 8 inches (203 mm) o.c. from the finished roof at all vertical surfaces.
 - 4. Coordinate counter flashing, cap flashings, expansion joints and similar work with modified bitumen roofing work as specified.
 - 5. Coordinate roof accessories, miscellaneous sheet metal accessory items with the roofing system work.
 - 6. All stripping shall be installed prior to flashing cap sheet installation.
 - 7. Heat and scrape granules when welding or adhering at cut areas and seams to granular surfaces at all flashings.
 - 8. Secure the top edge of the flashing sheet using a termination bar only when the wall surface above is waterproofed, or nailed 4 inches on center and covered with an acceptable counter flashing.
- J. Roof Walkways: Provide walkways in areas indicated on the Drawings.

3.5 INSTALLATION EDGE TREATMENT AND ROOF PENETRATION FLASHING

- A. Fabricated Flashings: Fabricated flashings and trim are provided as specified in Section
- 1. Fabricated flashings and trim shall conform to the detail requirements of SMACNA "Architectural Sheet Metal Manual" and/or the Copper Development Association "Copper in Architecture - Handbook" as applicable.

- B. Coping Cap:
1. Minimum flashing height is 8 inches (203 mm) above finished roof height. Maximum flashing height is 24 inches (609 mm). Prime vertical wall at a rate of 100 square feet per gallon and allow to dry.
 2. Set cant in bitumen. Run all field plies over cant a minimum of 2 inches (50 mm).
 3. Attach tapered board to top of wall.
 4. Install base flashing ply covering entire wall and wrapped over top of wall and down face with 6 inches (152 mm) on to field of roof and set in cold asphalt. Nail membrane at 8 inches (203 mm) o.c.
 5. Install a second ply of modified flashing ply in bitumen over the base flashing ply, 9 inches (228 mm) on to the field of the roof. Apply a three-course application of mastic and mesh at all seams and allow to cure and aluminize.
 6. Install continuous cleat and fasten at 6 inches (152 mm) o.c. to outside wall.
 7. Install new metal coping cap hooked to continuous cleat.
 8. Fasten inside cap 24 inches (609 mm) o.c. with approved fasteners and neoprene washers through slotted holes, which allow for expansion and contraction.
- C. Surface Mounted Counterflashing:
1. Minimum flashing height is 8 inches (203 mm) above finished roof height. Maximum flashing height is 24 inches (609 mm). Prime vertical wall at a rate of 100 square feet per gallon and allow to dry.
 2. Set cant in bitumen. Run all field plies over cant a minimum of 2 inches (50 mm).
 3. Install base flashing ply covering wall set in bitumen with 6 inches (152 mm) on to field of the roof.
 4. Install a second ply of modified flashing ply in bitumen over the base flashing ply, 9 inches (228 mm) on to the field of the roof. Apply a three-course application of mastic and mesh at all vertical seams and allow to cure and aluminize.
 5. Apply butyl tape to wall behind flashing. Secure termination bar through flashing, butyl tape and into wall. Alternatively use caulk to replace the butyl tape.
 6. Secure counterflashing set on butyl tape above flashing at 8 inches (203 mm) o.c. and caulk top of counterflashing.
- D. Equipment Support:
1. Minimum curb height is 8 inches (203 mm) above finished roof height. Prime vertical at a rate of 100 square feet per gallon and allow to dry.
 2. Set cant in bitumen. Run all field plies over cant a minimum of 2 inches (50 mm).
 3. Install base flashing ply covering curb set in bitumen with 6 inches (152 mm) on to field of the roof.
 4. Install a second ply of modified flashing ply in bitumen over the base flashing ply, 9 inches (228 mm) on to the field of the roof. Attach top of membrane to top of curb and nail at 8 inches (203 mm) o.c. Apply a three-course application of mastic and mesh at all vertical seams and allow to cure and aluminize.
 5. Install pre-manufactured cover. Fasten sides at 24 inches (609 mm) o.c. with fasteners and neoprene washers. Furnish all joint cover laps with butyl tape between metal covers.
 6. Set equipment on neoprene pad and fasten as required by equipment manufacturer.
- E. Curb Detail/Air Handling Station:

1. Minimum curb height is 8 inches (203 mm) above finished roof height. Prime vertical at a rate of 100 square feet per gallon and allow to dry.
 2. Set cant in bitumen. Run all field plies over cant a minimum of 2 inches (50 mm).
 3. Install base flashing ply covering curb set in bitumen with 6 inches (152 mm) on to field of the roof.
 4. Install a second ply of modified flashing ply in bitumen over the base flashing ply, 9 inches (228 mm) on to the field of the roof. Apply a three-course application of mastic and mesh at all vertical seams and allow to cure and aluminize.
 5. Install pre-manufactured counterflashing with fasteners and neoprene washers or per manufacturer's recommendations.
 6. Set equipment on neoprene pad and fasten as required by equipment manufacturer.
- F. Pre-manufactured Curb For Equipment Support:
1. Minimum curb height is 8 inches (203 mm) above finished roof height. Prime vertical at a rate of 100 square feet per gallon and allow to dry.
 2. Run all field plies over cant of the pre-manufactured equipment support a minimum of 2 inches.
 3. Install base flashing ply covering pre-manufactured curb with 6 inches (152 mm) on to field of the roof.
 4. Install a second ply of modified flashing ply installed over the base flashing ply, 9 inches (228 mm) on to field of the roof. Attach top of membrane to top of wood curb and nail at 8 inches (203 mm) o.c. Apply a three-course application of mastic and mesh at all vertical seams and allow to cure and aluminize.
 5. Install pre-manufactured cover. Fasten sides at 24 inches (609 mm) o.c. with fasteners and neoprene washers. Furnish all joint cover laps with butyl tape between metal covers.
 6. Set equipment on neoprene pad and fasten as required by equipment manufacturer.
- G. Exhaust Fan:
1. Minimum curb height is 8 inches (203 mm) above finished roof height. Prime vertical at a rate of 100 square feet per gallon and allow to dry.
 2. Set cant in bitumen. Run all plies over cant a minimum of 2 inches (50 mm).
 3. Install base flashing ply covering curb with 6 inches (152 mm) on to field of the roof.
 4. Install a second ply of modified flashing ply installed over the base flashing ply, 9 inches (228 mm) on to field of the roof. Attach top of membrane to top of wood curb and nail at 8 inches (203 mm) o.c. Apply a three-course application of mastic and mesh at all vertical seams and allow to cure and aluminize.
 5. Install metal exhaust fan over the wood nailers and flashing to act as counterflashing. Fasten per manufacturer's recommendation.
- H. Passive Vent/Air Intake:
1. Minimum curb height is 8 inches (203 mm) above finished roof height. Prime vertical at a rate of 100 square feet per gallon and allow to dry.
 2. Set cant in bitumen. Run all plies over cant a minimum of 2 inches (50 mm).
 3. Install base flashing ply covering curb with 6 inches (152mm) on to the field of the roof.
 4. Install a second ply of modified flashing ply installed over the base flashing ply, 9 inches (228 mm) on to field of the roof. Attach top of membrane to top of wood curb and nail at 8 inches (203 mm) o.c. Apply a three-course

application of mastic and mesh at all vertical seams and allow to cure and aluminize.

5. Install passive vent/air intake over the wood nailers and flashing to act as counterflashing. Fasten per manufacturer's recommendations.

I. Roof Drain:

1. Plug drain to prevent debris from entering plumbing.
2. Taper insulation to drain minimum of 24 inches (609 mm) from center of drain.
3. Run roof system plies over drain. Cut out plies inside drain bowl.
4. Set lead/copper flashing (30 inch square minimum) in 1/4 inch bed of mastic. Run lead/copper into drain a minimum of 2 inches (50 mm). Prime lead/copper at a rate of 100 square feet per gallon and allow to dry.
5. Install base flashing ply (40 inch square minimum) in bitumen.
6. Install modified membrane (48 inch square minimum) in bitumen.
7. Install clamping ring and assure that all plies are under the clamping ring.
8. Remove drain plug and install strainer.

J. Plumbing Stack:

1. Minimum stack height is 12 inches (609 mm).
2. Run roof system over the entire surface of the roof. Seal the base of the stack with elastomeric sealant.
3. Prime flange of new sleeve. Install properly sized sleeves set in 1/4 inch (6 mm) bed of roof cement.
4. Install base flashing ply in bitumen.
5. Install membrane in bitumen.
6. Caulk the intersection of the membrane with elastomeric sealant.
7. Turn sleeve a minimum of 1 inch (25 mm) down inside of stack.

K. Heat Stack:

1. Minimum stack height is 12 inches (609 mm).
2. Run roof system over the entire surface of the roof. Seal the base of the stack with elastomeric sealant.
3. Prime flange of new sleeve. Install properly sized sleeves set in 1/4 inch (6 mm) bed of roof cement.
4. Install base flashing ply in bitumen.
5. Install modified membrane in bitumen.
6. Caulk the intersection of the membrane with elastomeric sealant.
7. Install new collar over cape. Weld collar or install stainless steel draw band.

L. Pitch Pocket:

1. Run all plies up to the penetration.
2. Place the pitch pocket over the penetration and prime all flanges.
3. Strip in flange of pitch pocket with one ply of base flashing ply. Extend 6 inches (152 mm) onto field of roof.
4. Install second layer of modified membrane extending 9 inches (228 mm) onto field of the roof.
5. Fill pitch pocket half full with non-shrink grout. Let this cure and top off with pourable sealant.
6. Caulk joint between roof system and pitch pocket with roof cement.

M. Pitch Pocket Umbrella:

1. Run all plies up to the penetration.
2. Place the pitch pocket over the penetration and prime all flanges.
3. Strip in flange of pitch pocket with one ply of base flashing ply. Extend 6 inches (152 mm) onto field of roof.
4. Install second layer of modified membrane extending 9 inches (228 mm) onto field of the roof.

5. Fill pitch pocket half full with non-shrink grout. Let this cure and top off with pourable sealant.
6. Caulk joint between roof system and pitch pocket with roof cement.
7. Place a watershedding type bonnet over the top of the pitch pocket and clamp the top with a drawband collar. Caulk the upper edge of the band with an elastomeric sealant.

3.6 PROTECTION

- A. Provide traffic ways, erect barriers, fences, guards, rails, enclosures, chutes and the like to protect personnel, roofs and structures, vehicles and utilities.
- B. Protect exposed surfaces of finished walls with tarps to prevent damage.
- C. Plywood for traffic ways required for material movement over existing roofs shall be not less than 5/8 inch (16 mm) thick.
- D. In addition to the plywood listed above, an underlayment of minimum 1/2 inch (13 mm) recover board is required on new roofing.
- E. Special permission shall be obtained from the Manufacturer before any traffic shall be permitted over new roofing.

3.7 FIELD QUALITY CONTROL

- A. Inspection: Provide manufacturer's field observations at start-up and at intervals of approximately 30 percent, 60 percent and 90 percent completion. Provide a final inspection upon completion of the Work.
 1. Warranty shall be issued upon manufacturer's acceptance of the installation.
 2. Field observations shall be performed by a Technical Representative employed full-time by the manufacturer and whose primary job description is to assist, inspect and approve membrane installations for the manufacturer.
 3. Provide observation reports from the Technical Representative indicating procedures followed, weather conditions and any discrepancies found during inspection.
 4. Provide a final report from the Technical Representative, certifying that the roofing system has been satisfactorily installed according to the project specifications, approved details and good general roofing practice.

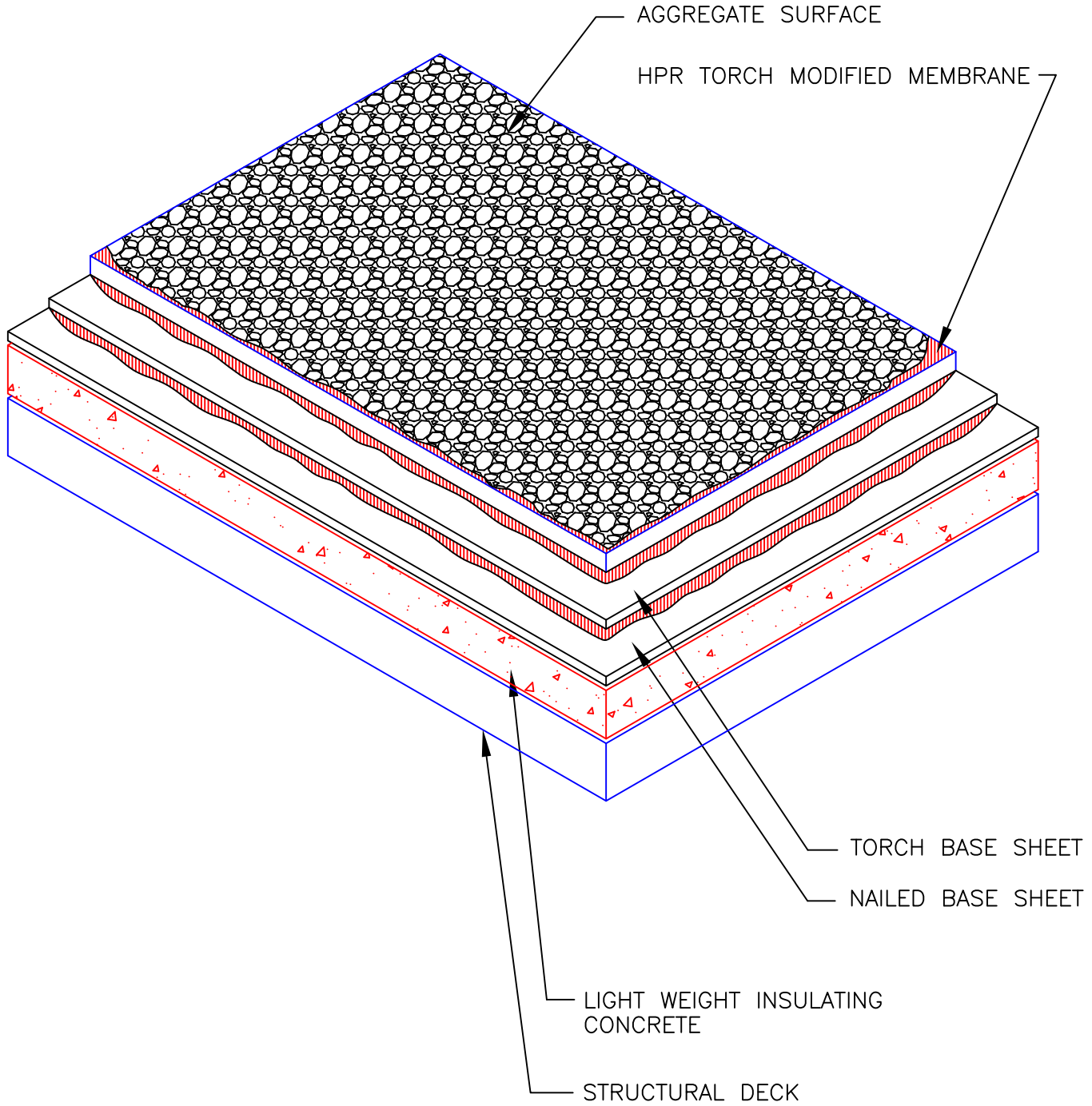
3.8 SCHEDULES

- A. Base (Ply) Sheet:
 1. HPR Torch Base: 110 mil SBS (Styrene-Butadiene-Styrene) rubber modified roofing base sheet reinforced with a fiberglass scrim. Designed for torch applications with a burn-off backer that indicates when the material is hot enough to be installed.
 - a. Tensile Strength, ASTM D 5147
 - 1) 2 in/min. @ 73.4 ± 3.6 degreesF MD 210 lbf/in XD 210 lbf/in
 - 2) 50 mm/min. @ 23 ± 2 degreesC MD 36.75 kN/m XD 36.75 kN/m
 - b. Tear Strength, ASTM D 5147
 - 1) 2 in/min. @ 73.4 ± 3.6 degreesF MD 250 lbf XD 250 lbf
 - 2) 50 mm/min. @ 23 ± 2 degreesC MD 1112N XD 1112N
 - c. Elongation at Maximum Tensile, ASTM D 5147
 - 1) 2 in/min. @ 73.4 ± 3.6 degreesF MD 4.0% XD 4.0%
 - 2) 50 mm/min. @ 23 ± 2 degreesC MD 4.0% XD 4.0%

- d. Low Temperature Flexibility, ASTM D5147, Passes -35 degreesF (-37 degreesC)
- B. Modified Cap (Ply) Sheet:
- 1. StressPly IV: 180 mil SBS (Styrene-Butadiene-Styrene) rubber modified roofing membrane reinforced with a dual fiberglass scrim. Designed for torch applications with a burn-off backer that indicates when the material is hot enough to be installed.
 - a. Tensile Strength, ASTM D5147
 - 1) 2 in./min. @ 73.4 ± 3.6 degreesF MD 210 lbf/in XD 210 lbf/in
 - 2) 50 mm/min. @ 23 ± 2 degreesC MD 36.75 kN/m XD 36.75 kN/m
 - b. Tear Strength, ASTM D5147
 - 1) (2 in./min. @ 73.4 ± 3.6 degreesF MD 250 lbf XD 250 lbf
 - 2) 50 mm/min. @ 23 ± 2 degreesC MD 1112 N XD 1112 N
 - c. Elongation at Maximum Tensile, ASTM D5147
 - 1) 2 in./min. @ 73.4 ± 3.6 degreesF MD 6% XD 6%
 - 2) 50 mm/min. @ 23 ± 2 degreesC MD 6% XD 6%
 - d. Low Temperature Flexibility, ASTM D5147: Passes -30 degreesF (-34 degreesC)
- C. Flashing Base Ply:
- 1. HPR Torchbase: SBS modified, torch applied sheet material. ASTM D 6163, Type II.
 - a. Tensile Strength, ASTM D 5147
 - 1) 2 in./min. @ 73.4 ± 3.6 degreesF MD 210 lbf/in XD 210 lbf/in
 - 2) 50 mm/min. @ 23 ± 2 degreesC MD 210 lbf/in XD 210 lbf/in
 - b. Tear Strength, ASTM D 5147
 - 1) 2 in./min. @ 73.4 ± 3.6 degreesF MD 250 lbf XD 1112 N
 - 2) 50 mm/min. @ 23 ± 2 degreesC MD 250 lbf XD 1112 N
 - c. Elongation at Maximum Tensile, ASTM D 5147
 - 1) 2 in./min. @ 73.4 ± 3.6 degreesF MD 4.0 % XD 4.0 %
 - 2) 50 mm/min @ 23 ± 2 degreesC MD 4.0 % XD 4.0 %
 - d. Low Temperature Flexibility, ASTM D 5147: Passes -35 degreesF (-37 degreesC)
- D. Flashing Ply Adhesive:
- 1. Weathering Flashing Adhesive: Brush Grade Flashing Adhesive. Performance Requirements:
 - a. Non-Volatile Content ASTM D 4479 70 min.
 - b. Density ASTM D 1475 8.6 lbs./gal. (1kg/l)
 - c. Flash Point ASTM D 93 100 degreesF (37 degreesC)
- E. Surfacing:
- 1. Flood Coat/Aggregate:
 - a. Weatherscreen: Asphalt Protective Roof Coating, Weatherscreen; heavy-bodied, fiber reinforced, cold process roof coating having the following characteristics:
 - 1) Weight/Gallon 9.1 lbs./gal. (1.1 g/cm3)
 - 2) Non-Volatile % (ASTM D 4479) Typical 75
 - 3) Viscosity Brookfield RVT;
 - 4) Spindle #5; 10RPM @ 71 degreesF 20,000-25,000 cPs
 - 5) Roofing Aggregate: ASTM D 1863

- a) Pea gravel.
2. Flashing Cap (Ply) Sheet:
- a. StressPly IV Mineral: 195 mil SBS (Styrene-Butadiene-Styrene) mineral surfaced rubber modified roofing membrane with a dual fiberglass scrim. Designed for torch applications with a burn-off backer that indicates when the material is hot enough to be installed.
 - 1) Tensile Strength, ASTM D 5147
 - a) 2 in./min. @ 73.4 ±; 3.6 degreesF MD 210 lbf/in XD 210 lbf/in
 - b) 50 mm/min. @ 23 ±; 2 degreesC MD 36.75 kN/m XD 36.75 kN/m
 - 2) Tear Strength, ASTM D 5147
 - a) 2 in./min. @ 73.4 ±; 3.6 degreesF MD 250 lbf XD 250 lbf
 - b) 50 mm/min. @ 23 ±; 2 degreesC MD 1112 N XD 1112 N
 - 3) Elongation at Maximum Tensile, ASTM D 5147
 - a) 2 in./min. @ 73.4 ±; 3.6 degreesF MD 6% XD 6%
 - b) 50 mm/min. @ 23 ±; 2 degreesC MD 6% XD 6%
 - 4) Low Temperature Flexibility, ASTM D 5147, Passes -30 degreesF (-34 degreesC)

END OF SECTION

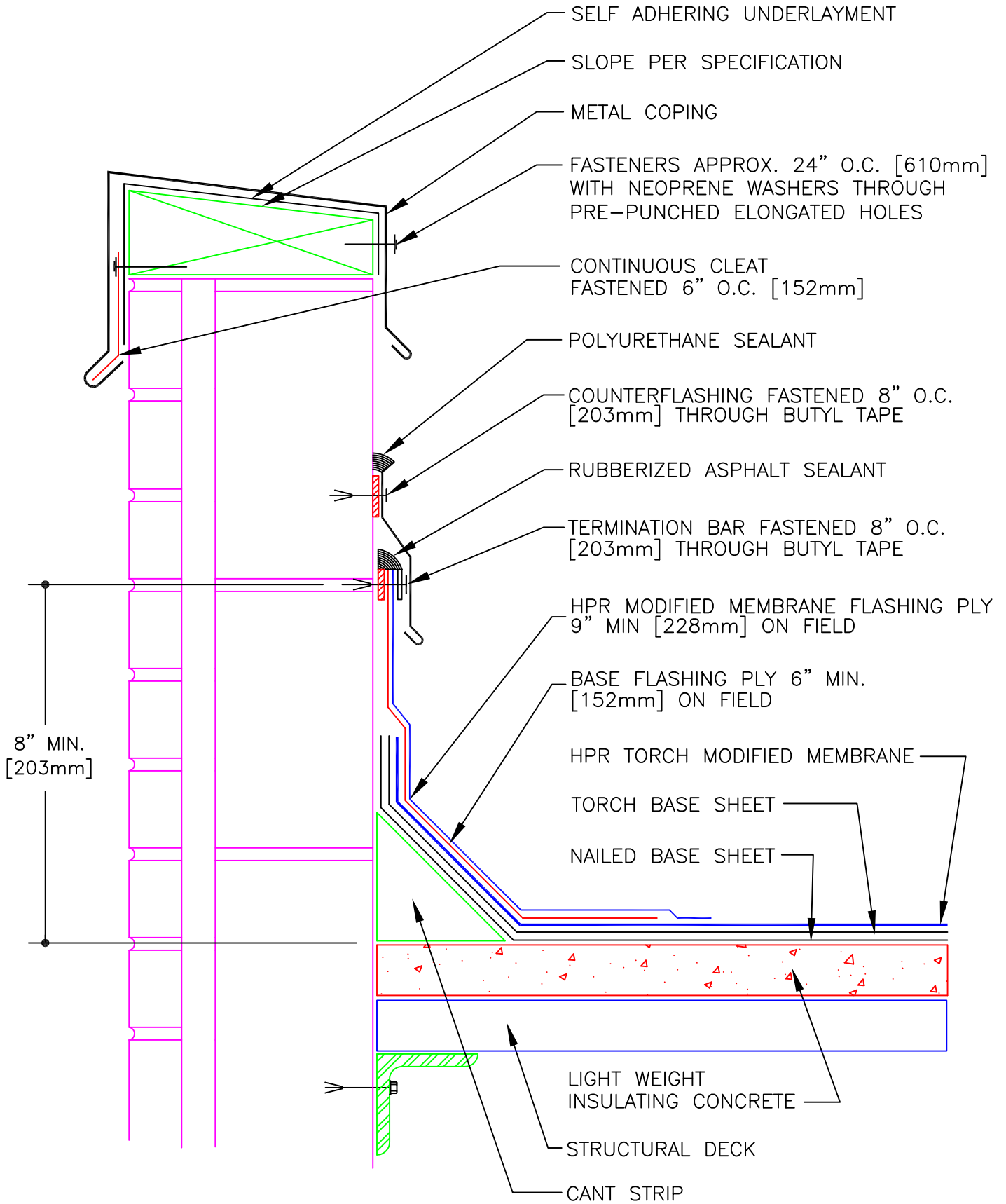


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DETAIL:

GRAVEL FINISH

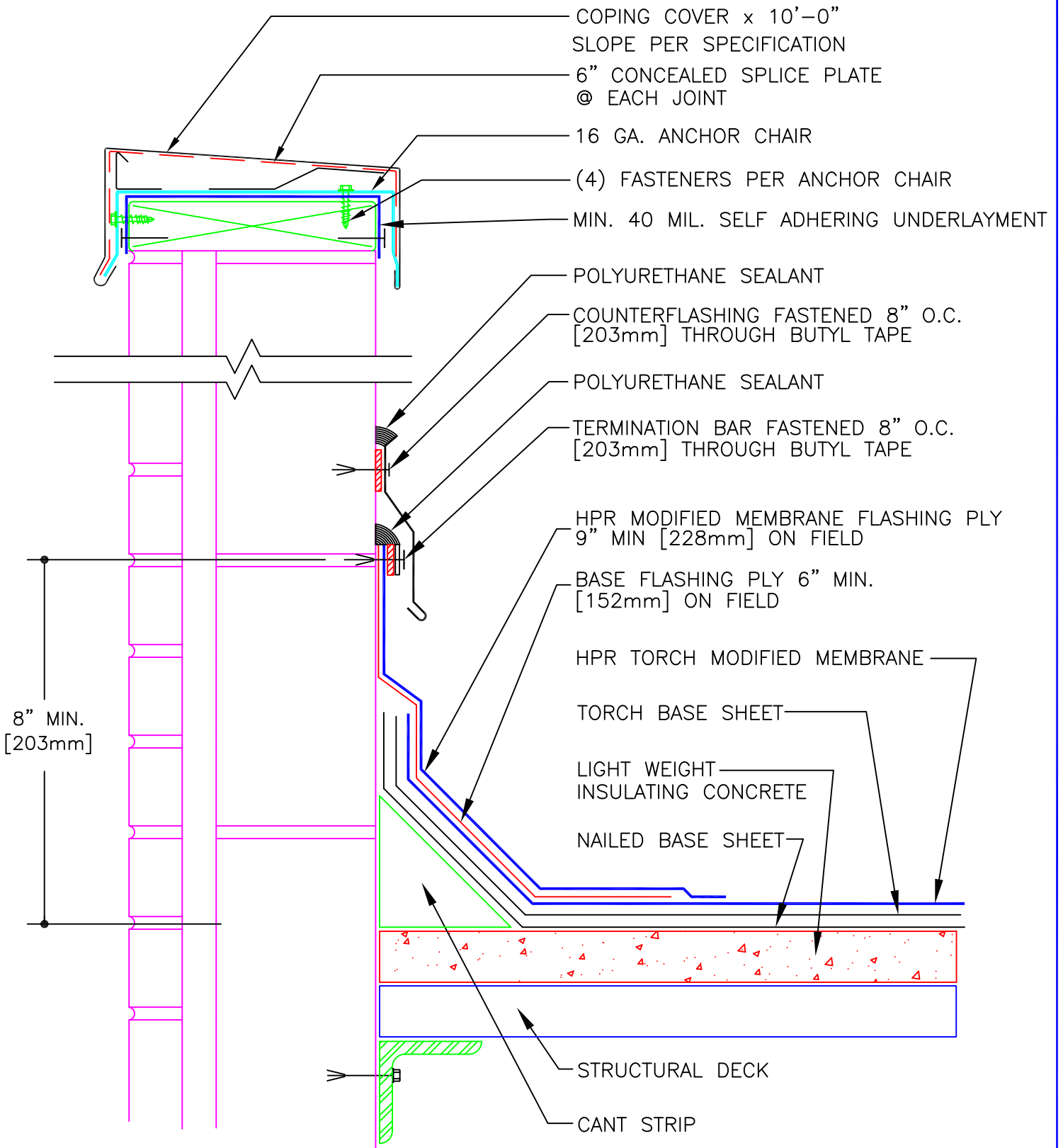
TORCH APPLIED



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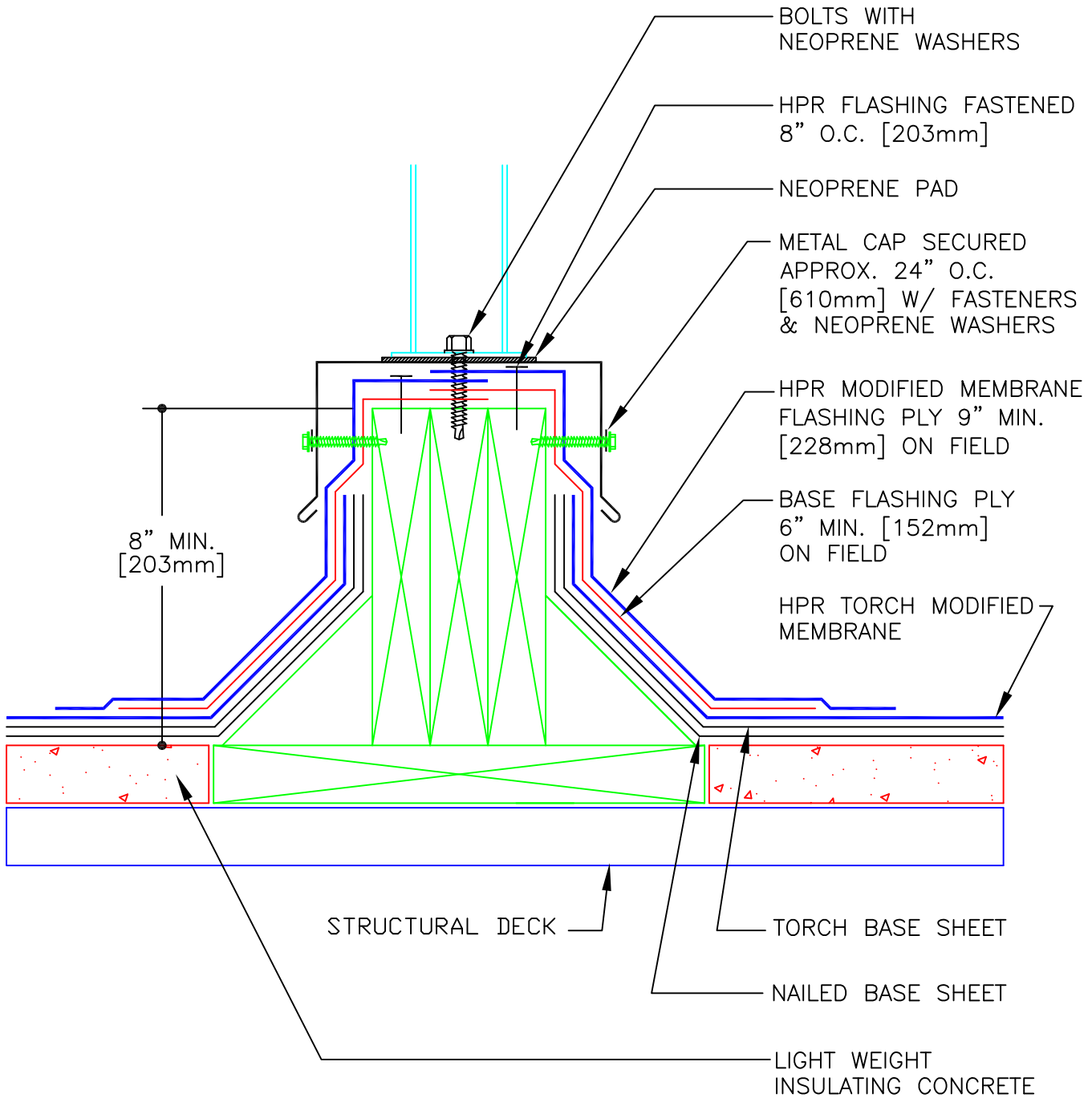
DETAIL:
 SURFACE MOUNTED COUNTERFLASHING/COPING CAP

TORCH APPLIED



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DETAIL:
SURFACE MOUNTED COUNTERFLASHING
TORCH APPLIED



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DETAIL:

EQUIPMENT SUPPORT

TORCH APPLIED

BASE OF UNIT EXTENDS
1/2" MINIMUM [13mm]
BEYOND AND DOWN OVER
TOP OF CURB

SEALING MATERIAL—MUST
BE CONTINUOUS ON THE
PERIMETER

WOOD NAILER NOMINAL
2" X 4" [51mm X 102mm]

FLASHING RECEIVER

8" MIN.
[203mm]

1" MIN. [25mm]

FASTENERS 8"
O.C. [203mm]

COUNTERFLASHING

HPR MODIFIED
MEMBRANE FLASHING
PLY 9" MIN.
[228mm] ON FIELD

BASE FLASHING
PLY 6" MIN.
[152mm] ON FIELD

HPR TORCH MODIFIED
MEMBRANE

STRUCTURAL DECK

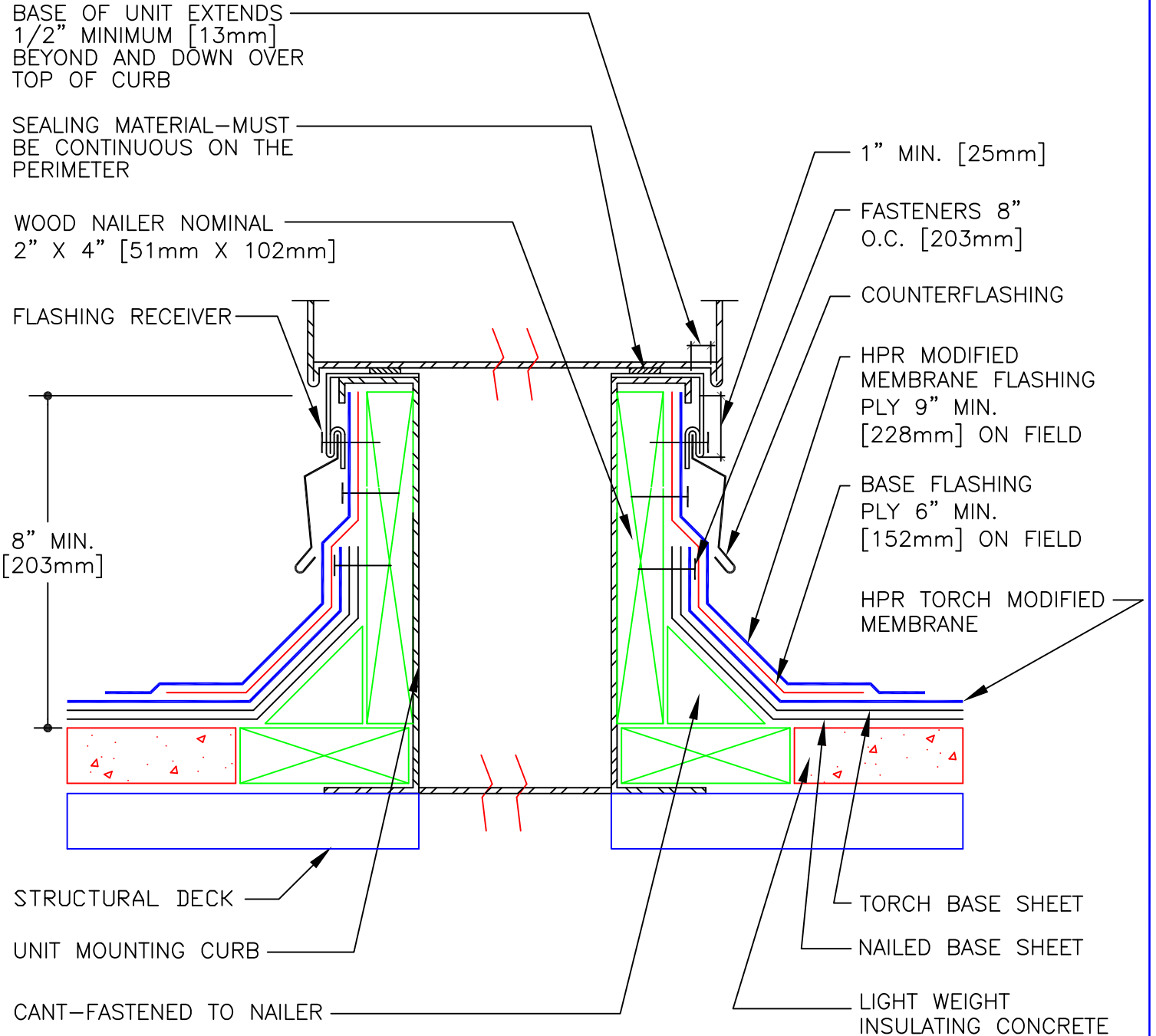
UNIT MOUNTING CURB

CANT—FASTENED TO NAILER

TORCH BASE SHEET

NAILED BASE SHEET

LIGHT WEIGHT
INSULATING CONCRETE

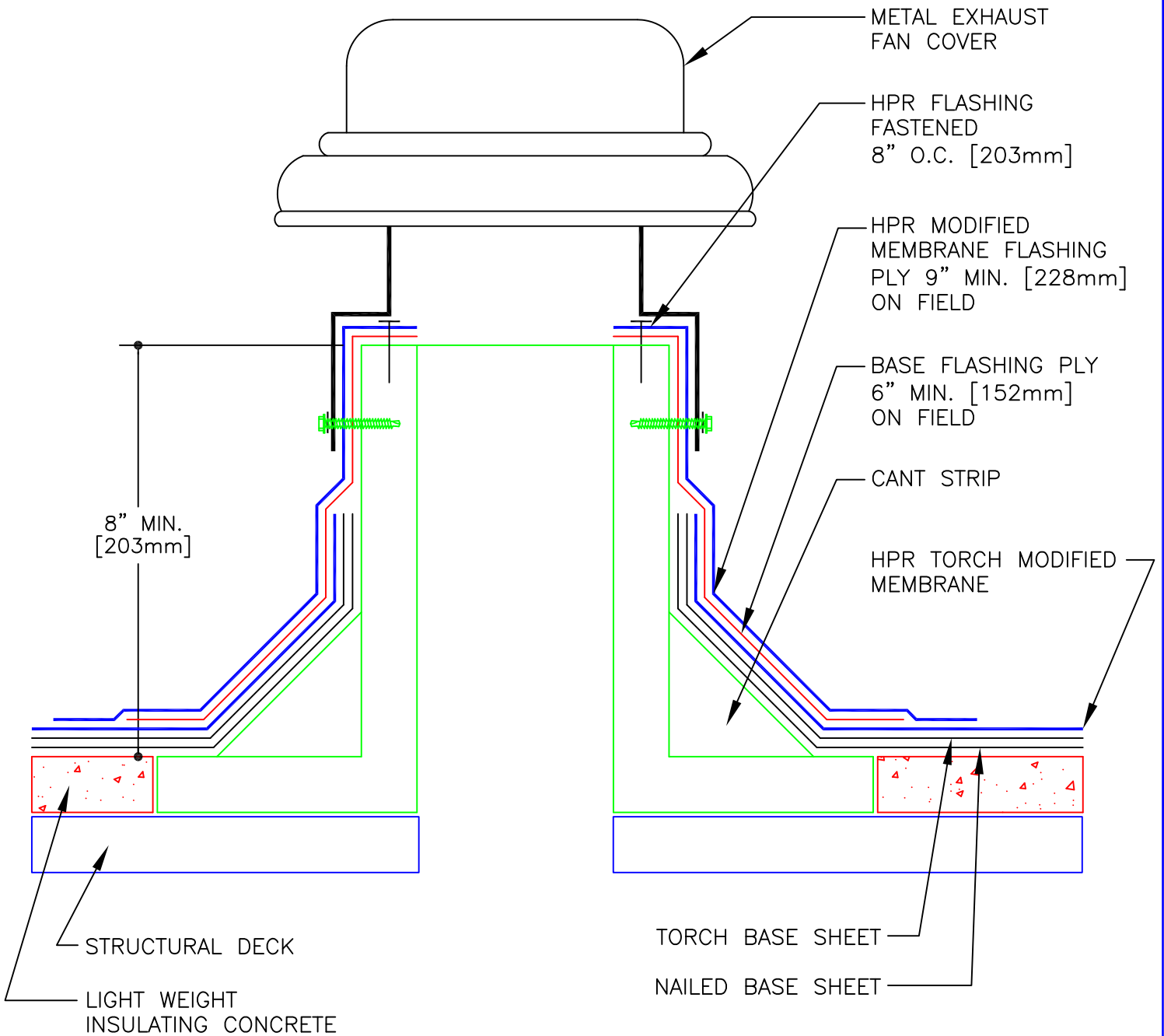


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DETAIL:

CURB DETAIL / HANDLING STATION

TORCH APPLIED

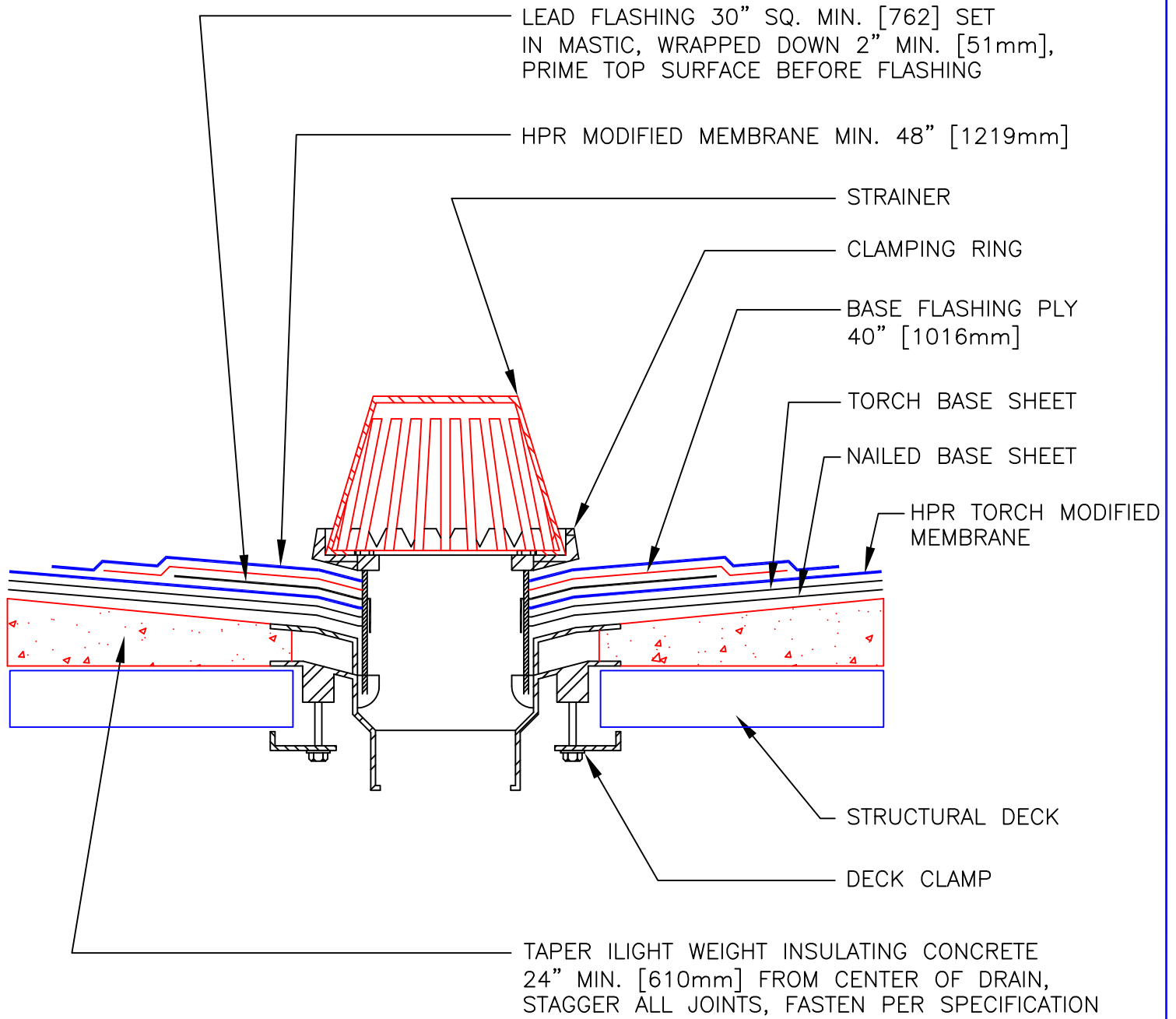


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DETAIL:

EXHAUST FAN DETAIL

TORCH APPLIED

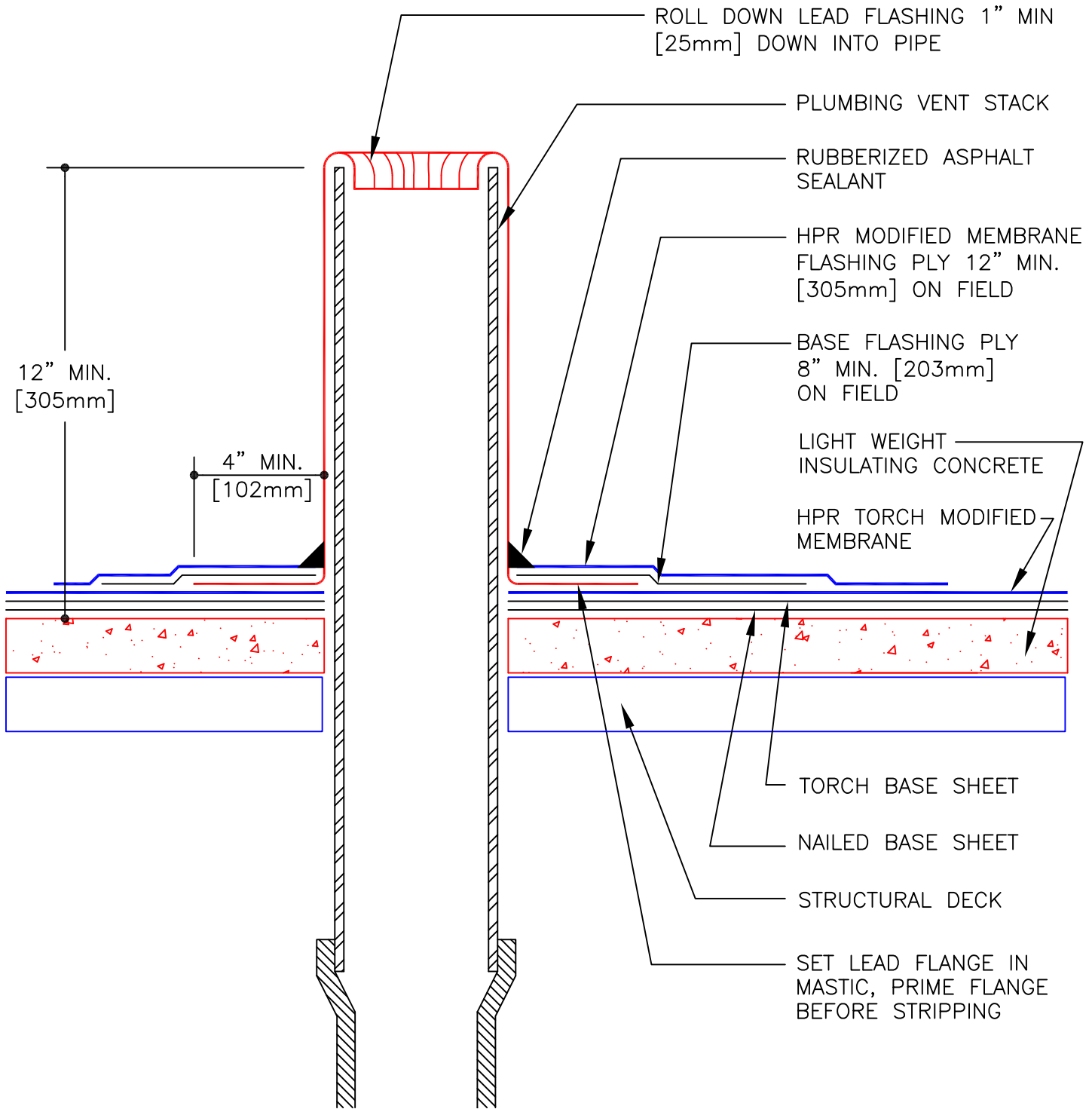


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DETAIL:

ROOF DRAIN

TORCH APPLIED

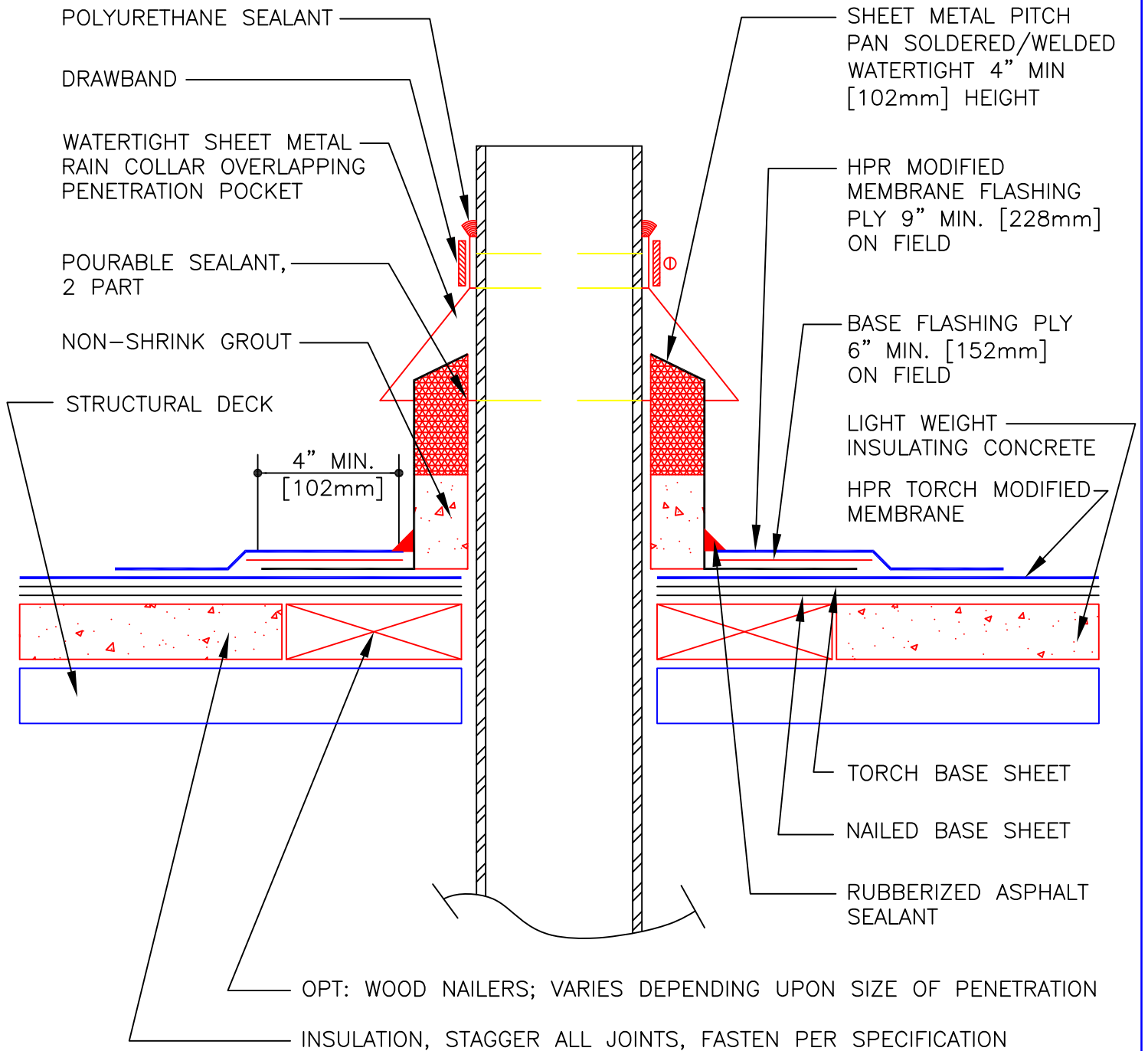


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DETAIL:

PLUMBING STACK

TORCH APPLIED



ALL PLIES SET IN MODIFIED COLD ADHESIVE SEE SPECIFICATION FOR SURFACING

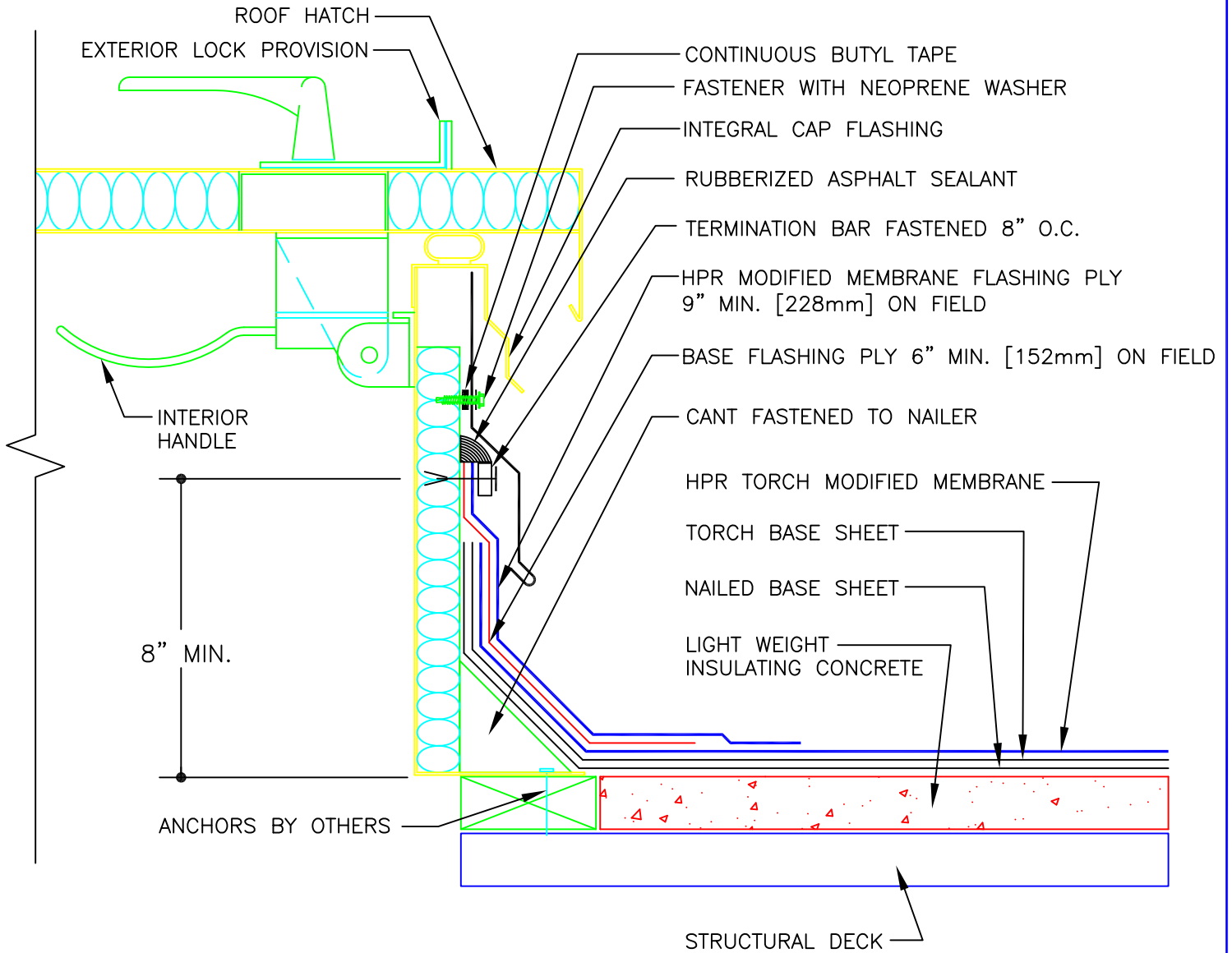


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DETAIL:

PITCH POCKET W/UMBRELLA

TORCH APPLIED



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DETAIL:

ROOF HATCH

TORCH APPLIED



Garla-Brite®

PRODUCT DESCRIPTION

Garla-Brite is a non-fibered, asphalt-based aluminum roof paint. It provides an exceptionally bright finish with excellent hiding and covering power. Garla-Brite preserves, beautifies and provides a reflective shield over old and new roofing, including metal roofs. It can also be used over a wide variety of other surfaces that require protection from heat, solar radiation, rust and corrosion. Garla-Brite meets and exceeds ASTM D 2824 Type I.

PRODUCT ADVANTAGES

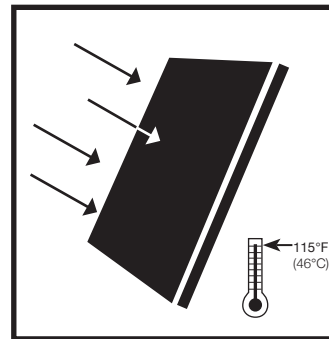
Saves Energy - A Garla-Brite application reduces under roof temperature by 15 degrees or more. As a result, the work load on the building's air conditioning system is reduced by as much as one ton per 1,500 ft. (139 m²). Proper interior temperatures can be maintained at lower costs.

Reduces Roof Deterioration - Garla-Brite's aluminum finish reflects the sun's ultra-violet rays and reduces their damaging effects on the roof surface. The roof lasts longer and requires less maintenance.

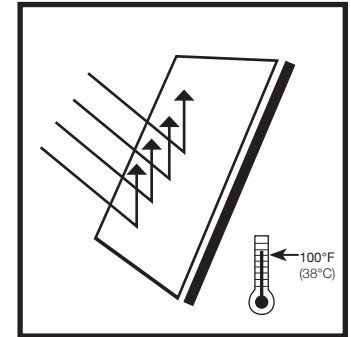
Improves Building Appearance - Garla-Brite provides a bright, attractive roof surface which improves the building's appearance. Two coats form a long lasting metallic shield which preserves and protects the roof surface and the roof system below.

Economical - Garla-Brite is formulated to provide maximum per gallon coverage. A gallon (3.8 liters) of Garla-Brite aluminizer covers the same area as 3-4 gallons (11-15 liters) of the standard fibered aluminum coating. Garla-Brite is the ideal top coat for any of Garland's HPR roofing systems. The second coat should be placed perpendicular to the first coat.

- Allow 30 days for Garla-Shield or any emulsion to cure prior to application of Garla-Brite.
- Allow 90 days for any approved solvent-based product to cure prior to application of Garla-Brite.



1) Expose a panel of black asphalt roofing to a radiant heat source. Place a thermometer on the opposite side...and watch the temperature go up.



2) Then, expose a panel of the same roofing, painted with Garla-Brite, to the same heat source. A thermometer on the other side of the panel will show more than a 15-degree difference in temperature.

PRECAUTIONS

- Do not apply unless temperatures are at least 50° F (10° C) and rising.
- Do not apply if there is a threat of rain, dew or temperatures below 50°F (10° C) forecasted within 24 hours.
- Avoid over working the material which can interfere with the leafing of the aluminum and cause the material to appear bronze or darker than desired.
- Mix material with a Jiffy Mixer attached to a low speed power drill. Mix until the material is consistent.

Garla-Brite

Technical Data	Garla-Brite
Flash Point (ASTM D 93)	103°F (39°C) min
Density @77°F (25°C) (ASTM D 1475)	8.51 lbs./gal. (1.02 g/cm ³)
Typical Drying Time @ 50° RH, 77°F (25°C)	Overnight
Service Temperature Extended Exposure	-20°F to 230°F (-29°C to 110°C)
Non-Volatile (ASTM D 2824)	45% min
Resistance to Sunlight	Excellent
Effects of Weathering	Slow erosion
Wet Film Thickness @ 1 gal. (3.8 l)	16 mils (406.4 microns)
Coverage	
Smooth or Mineral	0.5-0.75 gal/100 sq. ft. per coat (0.20-0.30 l/m ² per coat) 2 coat application
Metal Roofs	0.20-0.25 gal/100 sq. ft. per coat (0.08-0.10 l/m ² per coat) 2 coat application
Shelf life	12 months
Packaging	3 gallon pail (11.4 l) 5 gallon pail (18.9 l)

Eco-Facts	Garla-Brite	
VOC	480 g/l	
	Initial	3 Yr. Aged
Reflectance	0.74	0.65
Emittance	0.33	0.33
SRI	77	60

For specific recommendations and coverage rates, please contact your local Garland Representative or Garland Technical Service Department.



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011 44 1452 330 646 (Outside UK)
Toll Free: 0800 328 5560
(Only in UK)



Tests verified by independent laboratories. Actual roof performance specifications will vary depending on test speed and temperature. Data reflects samples randomly collected. A ± 10% variation may be experienced. The above data supersedes all previously published information. Consult your local Garland Representative or Garland Corporate Office for more information.

Garla-Brite and Garland Greenhouse are trademarks of The Garland Company, Inc. ENERGY STAR is a registered trademark of the U.S. government. The ENERGY STAR program represents a voluntary partnership between businesses and organizations and the federal government to promote energy efficiency and environmental activities (Valid in the U.S. Only).
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Garla-Prime®

PRODUCT DESCRIPTION

Garla-Prime is a non-fibered, quick drying, asphalt based roof primer. It is formulated from specially refined asphalt and top quality penetrating oils. Garla-Prime re-saturates existing felts to form a tough, elastic bonding surface for Garland coatings. It can also be used to prime metal, masonry surfaces and bare concrete roof decks. Garla-Prime meets and exceeds ASTM D 41.

PRODUCT ADVANTAGES

Conditions and Restores Dry Felts - Garla-Prime's penetrating oils replace the natural asphaltic oils lost through weathering. They restore a measure of flexibility to the old roof surface and seal remaining dust that might still be present after standard cleaning operations.

Economical - Garla-Prime is formulated to provide maximum per gallon coverage. A gallon of Garla-Prime covers the same area as 3 - 4 gallons (11.4-15 liters) of the standard black fibered roof coating. A Garla-Prime application actually conserves finishing material by conditioning the surface and eliminating the tendency of the finishing material to soak into the dried out, existing surface.

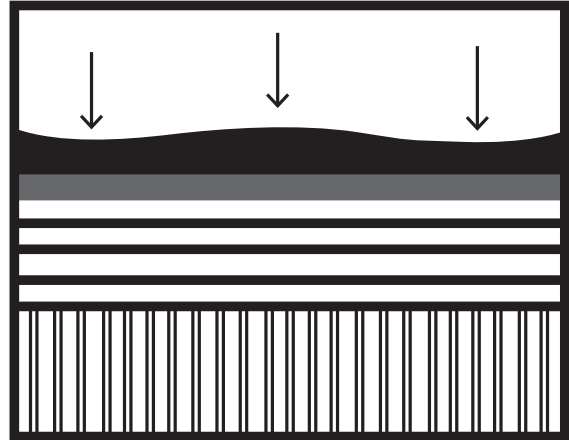
Provides Maximum Surface Adhesion - Garla-Prime insures a long lasting flexible bond between the existing roof surface and the Garland finishing material which serves as the weathercoat.

Dries Quickly, Reduces Total Job Time - Garla-Prime is formulated to dry tack-free within 30-40 minutes at 77°F (25°C).

APPLICATION

The roof surface should be clean and dry prior to an application of Garla-Prime. Any failed previous coating or improperly bonded material must be removed. Garla-Prime can be applied by spray, brush or roller. In cold weather, keep the material in a heated area prior to use.

Material shall be quick drying asphalt primer, consisting of blended, vacuum-distilled, oxidized asphalt, solvent and special adhesion promoting resins designed primarily as a prime coat for asphalt surfaces.



Garla-Prime penetrates weathered felts to insure maximum adhesion between existing surface and the new Garland weathercoat.

Garla-Prime

Technical Data	Garla-Prime
Viscosity by Zahn Cup #2 (ASTM D 4212)	18-21 sec
Flash Point (ASTM D 93)	100°F (37.7°C)
Non-Volatile (ASTM D 2369)	47.6%
Distillation (ASTM D 402)	
Volume at 370°F (188°C)	35% min.
Volume to 380°F (193°C)	55% max.
Penetration of Residue, mm/10	10-30
Softening Point of Residue	170°F to 190°F (77°C to 88°C)
Wet Film Thickness @ 1/2 - 1 gal. (1.9 - 3.8 l)	8 - 16 mils (203.2 - 406.4 microns)
Coverage	0.5-0.75 gal/100 sq. ft. (0.20-0.30 l/m ²)
Packaging	3 gallon pail (11.4 l) 5 gallon pail (18.9 l) 55 gallon drum (208.2 l)

Eco-Facts	Garla-Prime
VOC	470 g/l

Product meets and/or exceeds ASTM D 41

For specific recommendations and coverage rates, please contact your local Garland Representative or Garland Technical Service Department.



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Tests verified by independent laboratories. Actual roof performance specifications will vary depending on test speed and temperature. Data reflects samples randomly collected. A ± 10% variation may be experienced. The above data supersedes all previously published information. Consult your local Garland Representative or Garland Corporate Office for more information.

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GP 0212



HPR[®] Torch Base Sheet

PRODUCT DESCRIPTION

HPR Torch Base Sheet is a Styrene-Butadiene-Styrene (SBS) membrane specially formulated to accept the high heat from a torch.

HPR Torch Base Sheet has a burnable polypropylene backer that melts when the proper torching temperature has been reached. The HPR Torch Base Sheet eliminates the use of a kettle and also allows the torch applied system to be installed with a one ply underlayment.

PRODUCT ADVANTAGES

High Tech Base Sheet - The HPR Torch Base Sheet has a high percentage of SBS rubber which when fused together with the torch applied membrane gives the system superior puncture and abrasion resistance. It also has high tensile and elongation characteristics.

Eliminates the Use of the 2 Ply Underlayment - Because the HPR Torch Base Sheet is 110 mils (2,794 microns) thick (as thick as 2 plies of Type IV glass in hot asphalt), one ply will be sufficient as the underlayment for torch applied membrane.

Superior Strength - The HPR Torch Base membrane is reinforced with a dual fiberglass scrim. The superior strength provided by this reinforcement resists the movement created by today's modern buildings. In addition, HPR Torch Base Sheet provides tensile strength in excess of 200 pounds per inch in the machine direction. This translates to long term resistance to splits and tears in the completed HPR Torch Applied roof system.

Advanced Rubber Technology - The modifier utilized in HPR Torch Base Sheet is SBS. When the SBS rubber is properly dispersed throughout the high penetration asphalt, the rubber provides increased thermal shock resistance, UV protection, heat resistance, elongation, and low temperature flexibility. To ensure proper dispersion, a special high shear mixer is used in manufacturing.

USES

HPR Torch Base Sheet is used as the underlayment ply for any of Garland's torch-applied membranes. It is fully compatible with both APP or SBS modified membranes. However, **DO NOT USE** the HPR Torch Base Sheet with hot asphalt or cold adhesives.

APPLICATION

The HPR Torch Base Sheet must be used for heat fusing or mechanical fastening applications only. Heat the HPR Torch Base Sheet until the burnable backer is melted. As this occurs, the SBS coating becomes tacky and is ready to roll in place.

HPR Torch Base Sheet

Technical Data	HPR Torch Base Sheet
*Tensile Strength	MD 210 lbf./in. (36.75 kN/m) XD 210 lbf./in. (36.75 kN/m)
*Tear Strength	MD 250 lbf. (1112 N) XD 250 lbf. (1112 N)
*Elongation	MD 4.0% XD 4.0%

Finished membrane meets and/or exceeds ASTM D 6163, TYPE II

* Test Method ASTM D 5147 is tested at

2 in/min @ 73.4 ± 3.6°F (50 mm/min @ 23 ± 2°C)

Roll Dimensions	HPR Torch Base Sheet
Width	3 ft. 3 in. (1 m)
Length	34 ft. 8 in. (10.57 m)
Weight	76 lbs. (34.5 kg)
Nominal Thickness	110 mil (2,794 microns)
Net Coverage	100 sq. ft. (9.29 m ²)
Packaging	25 rolls/pallet

Eco-Facts	HPR Torch Base Sheet
Recycled Content	
Pre-Consumer	N/A
Post-Consumer	6%

For specific application recommendations, please contact your local Garland Representative or Garland Technical Service Department.



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HPR® Torch Base Sheet contains an average of 6% post-consumer recycled content

**Test verified by independent laboratories. Actual roof performance specifications will vary depending on test speed and temperature. Data reflects samples randomly collected. ± 10% variation may be experienced. The above data supersedes all previously published information. Consult your local Garland Representative or the home office for more information.*

HPR is a trademark of The Garland Company, Inc., Garland Canada Inc. and The Garland Company UK, LTD.



StressPly® IV Membranes

StressPly IV • StressPly IV Mineral • StressPly IV UV Mineral

PRODUCT DESCRIPTION

StressPly IV membranes are a high strength, fiberglass reinforced, rubber modified roofing membrane designed to be used in torching applications. The 195 mil membrane offers not only high strength, but also a high percentage of quality blended Styrene-Butadiene-Styrene (SBS) rubber compound. StressPly IV membranes incorporate a burn-off backer to indicate when proper heat is obtained during application.

PRODUCT ADVANTAGES

Unmatched Reflectivity - The StressPly IV UV Mineral membrane incorporates the unique Starburst® mineral which provides long-term protection and added energy savings. The superior reflectivity of this mineral protects the StressPly IV UV Mineral membrane from ultra-violet damage and at the same time decreases under roof temperatures. As a result, the workload on the building's air conditioning system is reduced and proper interior temperatures can be maintained at a lower cost. The Starburst minerals are more than twice as reflective as standard roofing minerals.

Rubber Technology - StressPly IV membranes are formulated with a high quality SBS rubber polymer offering unmatched low temperature flexibility, weathering and elastomeric properties. Adequate mixing of the polymer ensures proper phase inversion which optimizes the rubber's performance.

Security in Multi-Ply Applications - StressPly IV membranes are the top component of a multi-ply system. They combine the inherent advantages and proven performance of multi-ply protection with the strength, flexibility and elongation of elastomeric systems. This unique combination minimizes dependence on perfect workmanship, contact adhesive seaming, etc.

USES

StressPly IV membranes can be used in conjunction with other HPR products, as well as with conventional glass base sheets or fiberglass felt underlayment. In addition, StressPly IV membranes can be used as the top ply in a two ply flashing system. They can also be used to repair splits, cracks or other deteriorated areas of existing built-up roofs.

APPLICATION

StressPly IV membranes are the torchable top layer of a modified roof system. Two plies of ASTM D 2178, Type IV or VI fiberglass felt are solidly bonded to the approved substrate. The StressPly IV membrane is then solidly adhered to these base layers by torching.

StressPly IV membranes can also be applied in a two ply torch-applied modified system. Garland's HPR Torch Base Sheet is applied to the approved substrate and the StressPly IV membrane is solidly adhered to the torch base sheet by torch.

For specific application recommendations, please contact your local Garland Representative or Garland Technical Service Department.

StressPly IV Membranes

Technical Data	StressPly IV	StressPly IV Mineral	StressPly IV UV Mineral
Tensile Strength	*MD 210 lbf./in. (36.75 kN/m) *XD 210 lbf./in. (36.75 kN/m) **MD 250 lbf./in. (44 kN/m) **XD 250 lbf./in. (44 kN/m)	*MD 210 lbf./in. (36.75 kN/m) *XD 210 lbf./in. (36.75 kN/m) **MD 250 lbf./in. (44 kN/m) **XD 250 lbf./in. (44 kN/m)	*MD 210 lbf./in. (36.75 kN/m) *XD 210 lbf./in. (36.75 kN/m) **MD 250 lbf./in. (44 kN/m) **XD 250 lbf./in. (44 kN/m)
*Tear Strength	MD 250 lbf. (1112 N) XD 250 lbf. (1112 N)	MD 250 lbf. (1112 N) XD 250 lbf. (1112 N)	MD 250 lbf. (1112 N) XD 250 lbf. (1112 N)
*Elongation	MD 6.0% XD 6.0%	MD 6.0% XD 6.0%	MD 6.0% XD 6.0%
*Low Temperature Flex	-30°F (-34°C)	-20°F (-29°C)	-20°F (-29°C)

Finished membrane meets and/or exceeds ASTM D 6163, TYPE III
Test Method ASTM D 5147 is tested at

*2 in./min @ 73.4 ± 3.6°F **0.08 in./min @ 0 ± 3.6°F
(50 mm/min @ 23 ± 3°C) (2.0 mm/min @ -18 ± -3°C)

Roll Dimensions	StressPly IV	StressPly IV Mineral	StressPly IV UV Mineral
Width	3 ft. 3 in. (1 m)	3 ft. 3 in. (1 m)	3 ft. 3 in. (1 m)
Length	26 ft. 2 in. (7.98 m)	26 ft. 2 in. (7.98 m)	26 ft. 2 in. (7.98 m)
Weight	110 lbs. (49.9 kg)	125 lbs. (56.7 kg)	125 lbs. (56.7 kg)
Nominal Thickness	180 mils (4,572 microns)	195 mils (4,953 microns)	195 mils (4,953 microns)
Net Coverage	75 sq. ft. (6.97 m ²)	75 sq. ft. (6.97 m ²)	75 sq. ft. (6.97 m ²)
Packaging	20 rolls/pallet	20 rolls/pallet	20 rolls/pallet

Eco-Facts	StressPly IV	StressPly IV Mineral	StressPly IV UV Mineral
Recycled Content			
Pre-Consumer	15%	N/A	N/A
Post-Consumer	0.5%	N/A	N/A



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Toll Free: 0800 328 5560
(Only in UK)



The Starburst product used in conjunction with StressPly IV UV Mineral membrane is protected by U.S. Patent # 6,933,007 and Patent pending in Canada # 2,473,267

Tests verified by independent laboratories. Actual roof performance specifications will vary depending on test speed and temperature. Data reflects samples randomly collected. ± 10% variation may be experienced. The above data supersedes all previously published information. Consult your local Garland Representative or the home office for more information.

Garland Greenhouse, StressPly and Starburst are trademarks of The Garland Company, Inc. StressPly is a trademark of Garland Canada Inc. and The Garland Company UK, LTD.



WeatherScreen™

PRODUCT DESCRIPTION

WeatherScreen is a heavy-bodied, rubberized, fiber reinforced, fire-rated restoration treatment, designed to restore gravel surfaced modified bitumen membranes and asphalt based BUR systems. WeatherScreen restores and upgrades the weathering surface of the existing roof system with a superior protective surface.

PRODUCT ADVANTAGES

Expanded Life Expectancy - When SBS and APP modified membranes were introduced, they extended the life expectancy of the standard BUR. However, the standard flood coat for modified and BUR systems are generally a commodity Type III asphalt which oxidizes, degrades, and erodes when exposed to UV light and the elements. WeatherScreen will restore and enhance the weathering capabilities of the existing flood coat and will add an additional protection layer to asphalt based roof systems. An application of WeatherScreen as part of a comprehensive roof restoration system will add many additional years of performance to the existing roof system.

Environmentally Friendly - WeatherScreen uses very little solvent and meets VOC requirements. WeatherScreen is cold applied and thus eliminates the need for torches and hot kettles.

Minimizes Need for Roof Replacement - A timely application of WeatherScreen, coupled with an effective preventive maintenance program, will ensure that the deck and insulation are kept dry and intact. This will extend the life of the roof system and save future roofing dollars by allowing for the possibility of retrofitting.

User Friendly/Saves Money - WeatherScreen's easy application method creates a user friendly environment. WeatherScreen can be applied by spray, squeegee or snaked out and brushed making it simple for maintenance personnel to apply.

Aesthetic Enhancement - A completed WeatherScreen application with new flashings will enhance the appearance of aged roof systems. The restored roof section can look better than the original system application.

Adds Tensile Strength to Standard BUR Applications - WeatherScreen offers performance qualities that are greatly superior to conventional performance mopping asphalt. The mineral additives in WeatherScreen create a more tough and durable surfacing than typical asphalt. When this product is used in place of standard hot-mopped asphalt, WeatherScreen increases the tensile strength and weathering capabilities of the roofing membrane.

Superior Fire Resistance - WeatherScreen is formulated with a superior fire retardant during the manufacturing process. This allows for a Class A approval for use over existing or newly constructed modified bitumen or BUR roofs. In addition, a WeatherScreen application over an existing Class B or Class C system can enable that system to qualify for a Class A rating.

APPLICATION

Ensure that wet conditions do not exist. An infrared scan is highly recommended. Remove all wet insulation, loose gravel, dirt and debris from the existing roof to ensure proper adhesion. Make all necessary repairs and upgrade flashings. Priming is recommended. Apply WeatherScreen at a rate of 4-5 gal./100 ft.² (1.63-2.03 l/m²) over newly constructed BUR and Modified systems. Use 6-8 gal./100 ft.² (2.46 - 3.28 l/m²) for restoration applications over previously graveled surfaces. Slopes are restricted to 3:12 (25 cm/m) @ 77°F (25°C) maximum. Do not apply over wet surfaces. Please read product label and MSDS.

WeatherScreen

Technical Data	WeatherScreen
Viscosity @ 77°F (25°C) Stormer, Special Blade	20-25 sec.
Density @ 77°F (25°C)	9.1 lb/gal. (1.10 g/cm ³)
Non-Volatile (ASTM D 4479)	Typical 75%
Asphalt Content (ASTM D 4479)	63% (by weight)
Flash Point (ASTM D 93)	105°F (41°C)
Uniformity (ASTM D 4479)	Pass
Wet Film Thickness	
New Flood Coat @ 4-5 gal. (15-19 l)	64-80 mils (1,625.6 - 2,032 microns)
Restoration @ 6-8 gal. (22.7-30.3 l)	96 - 128 mils (2,438.4 - 3,251.2 microns)
Coverage	
New Flood Coat	4 - 5 gal/100 ft ² (1.63 - 2.03 l/m ²)
Restoration	6 - 8 gal/100 ft ² (2.45 - 3.26 l/m ²)
Packaging	5 gallon pail (19 l) 55 gallon drum (209 l)
Shelf Life	1 year

Eco-Facts	WeatherScreen
VOC	250 g/l
Recycled Content	
Post Consumer	N/A
Post Industrial	2.30%

For specific application recommendations and coverage rates, please contact your local Garland Representative or Garland Technical Service Department.



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Tests verified by independent laboratories. Actual roof performance specifications will vary depending on test speed and temperature. Data reflects samples randomly collected. A ± 10% variation may be experienced. The above data supersedes all previously published information. Consult your local Garland Representative or Garland Corporate Office for more information.

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MEMORANDUM

TO: Ypsilanti Township Board of Trustees

FROM: Jeff Allen, Director – Residential Services Department

DATE: December 11, 2017

RE: Authorization to seek sealed bid for the replacement of 2 sections (B & D) of Community Center roof to be budgeted & paid out of 2018 Capital Expense line item 101.970.000.971.001.

Please see the attached specifications for the replacement of 2 sections of shingled roof at the Community Center. The sections to be included are over the 300 hallway and the section over the gym.

When this work is completed, all areas of the Community Center roofing will be set until 2027, as outlined in our Capital Improvement plan. This plan identifies these sections to be replaced in 2017.

Once we receive and evaluate the bids we will come back to the Board in February with a recommendation for approval and a budget amendment.

We are interested in bidding this in the winter to get the best price. We anticipate this work to cost \$200,000.

COMMUNITY CENTER SHINGLE ROOFING

PART 1: GENERAL

A. Summary

1. **Section Includes: All work required to complete manufacturer-warranted asphalt shingle roofing system.**
 - a) Removal of existing shingles, underlayment and edge flashings. Temporary roof covering as necessary.
 - b) Inspection of the exposed deck and coordination with repairs.
 - c) Self-sealing underlayment, modified bitumen sheet, at locations per "System Description" below. Double roofing felt underlayment at the remainder of the roof.
 - d) Granule surfaced asphalt shingle roofing, including starter strips, high profile shingles for the field and high profile ridge shingles.

B. References

1. **Comply with NRCA "Steep Roofing Manual" and manufacturer's installation instructions.**

C. Definitions

1. **The term "Roofing Installer" or "Roofer" shall mean the entity directly performing the Work of this Section. The term shall not be construed to define any contractual or subcontractual relationship.**
2. **The term "Asphalt Shingles" shall not mean the same as organic felt shingles. Refer to "Products" below for the type of mat or reinforcement allowed.**
3. **The terms "Self-Sealing Underlayment" and "Sheet Underlayment" mean the same.**

D. System Description

1. **Performance Requirements: Perform all work under this Section in strict accordance with the References, manufacturer's published specifications for asphalt shingles and for the sheet underlayment and the best practices of the industry, to achieve a completely watertight roofing and flashing installation.**
2. **Underlayment: Roof slope is approximately 3 to 12. Use sheet underlayment and felt underlayment as follows:**
 - a) Sheet Underlayment
 - 1) Eaves: Run parallel to eaves in one or more widths, to extend from the eave edge up the slope to at least a point at or beyond 24" in plan dimension inside the interior wall line.

- 2) Separation Joint, Shingle to EPDM: EPDM runs under shingles. Separation sheet and metal edge. Sheet underlayment 18" wide applied over separator and onto metal edge.
 - 3) Separation Joint, Shingle to Shingle: Sheet underlayment 36" wide centered on metal joint flashing.
 - 4) Downspout Discharge Channel: Sheet underlayment 36" wide centered on metal channel.
 - 5) Penetrations: Run at least 18" out from penetrations such as dormers, chimneys, skylights and roof vents.
 - 6) Shed Ridge: Sheet underlayment run up full height under counterflashing and extending at least 12" onto the roof deck and lapped over the felt underlayment.
- b) Felt Underlayment: Cover the remaining substrate with felt underlayment. Per Michigan Building Code 1507.2.8, place two plies, with 19" overlap.

E. Submittals

- 1. Samples: Submit full size shingle samples in the color selected by the owner.**
- 2. Product Data:**
 - a) Include manufacturer's printed product information indicating material characteristics, performance criteria and product limitations.
 - b) Include manufacturer's specifications and installation instructions for the asphalt shingle system and sheet underlayment system, indicating required preparation and installation procedures. Include manufacturer's drawings explicitly specified in this Section.
- 3. Shop Drawings: Indicate specially configured metal flashing, jointing methods and locations, fastening methods and locations, and installation details as required by project conditions indicated.**

F. Delivery, Storage and Handling

- 1. Deliver all roofing materials to the site in packages intact and with labels identifying the materials and standards of quality and bearing the Underwriters' Laboratories, Inc. (UL) Listing Mark as applicable. Deliver materials in sufficient quantity to allow continuity of work.**
- 2. Protect all moisture- or temperature-sensitive materials from the weather at all times. Store materials off the ground or above the surfaces of decks and cover the materials with suitable tarpaulins to prevent the intrusion of moisture. Provide ventilating space under covers to prevent the accumulation of condensation.**
- 3. Physically examine materials for conformance to approved Product Data or Shop Drawings. Conspicuously mark unfit materials as rejected and permanently remove them from the site. Do not use wet or damaged materials.**

G. Project Conditions**1. Environmental Requirements:**

- a) Apply roofing in dry weather. Except for expedient temporary work, do not proceed with roofing work during inclement weather. Proceed with the work only when existing and forecasted weather conditions will permit work to be performed in accordance with manufacturer's recommendations.
- b) Take special care when applying self-sealing underlayment and shingles when ambient or wind chill temperature is below 45 degrees Fahrenheit. Tack the underlayment in place if it does not adhere immediately to the deck.

2. Protection:

- a) Protect the building, its contents, grounds and landscape from damage. Confine equipment, storage of materials and the operations and movement of workers to minimize the extent of possible damage.
- b) Do not load or permit any part of a structure to be loaded with a weight that will endanger its safety.

3. Sequencing, Scheduling and Coordination:

- a) Arrange a conference to take place at the start of the roofing installation no more than 2 weeks into the roofing project.
- b) Mandatory attendees shall include the certified contractor and the manufacturer's representative. Non-mandatory attendees shall include the representatives of the owner and of the general contractor.
- c) Review all specifications, details and application requirements pertaining to the work and to establish a mutual understanding of quality control procedures and reporting standards. Review scheduling, weather considerations, project duration and requirements for the specified warranty.

4. Delivery, Storage and Handling:

- a) Store all products in manufacturer's unopened, labeled packaging until they are ready for installation.
- b) Store products in a covered, ventilated area at a temperature not more than 110 degrees Fahrenheit. Do not store near steam pipes, radiators or in direct sunlight.
- c) Store bundles on a flat surface. Maximum stacking height shall not exceed manufacturer's recommendations. Store all rolls on end.
- d) Store and dispose of solvent-based materials in accordance with all federal, state and local regulations.

H. Extra Materials**1. Provide 100 square feet of extra shingles.**

- a) Include in your bid price the replacement of 6 roof decking boards. Also include a per unit installed price for any amount over 6. This decking is to be plywood or oriented strand board (OSB). The use of a minimum 15/32 thick or ½ inch nominal exterior grade plywood/OSB is required.
- b) Provide a unit price for replacement shingles/labor to repair areas where there are currently missing shingles. (Non-work zone areas)

I. Warranty

- 1. Installer's Warranty: As a requirement for final payment, furnish the roofing installer's warranty that all asphalt shingle roofing, underlayment and flashings were installed in accordance with the manufacturer's requirements and specification requirements and are free from defects in materials or workmanship, per the Conditions of the Contract. If any portion of the installation fails to remain watertight and in serviceable condition for a period of two (2) years from the date of substantial completion of the building, the roofing installer will correct such defects in accordance with the Conditions of the Contract.**
- 2. Manufacturer's Warranty: Thirty (30) year limited warranty, with warranty supplement to cover labor and materials in the event of a material defect for the first five (5) years after completion of application of shingles.**

PART 2: PRODUCTS**A. Materials Recommended**

- 1. Asphalt Shingles: ASTM D3018 Type I – Self-sealing asphalt shingles, fiberglass reinforced, dimensional or high profile, granular surfaced. ASTM D 3642. UL997 Wind Resistance. UL 790 Class A Fire Resistance, such as:**
 - a) CertainTeed "Landmark".
 - b) GAF "Timberline Natural Shadow" or "Timberline Prestique 30".
- 2. Ridge Shingles: High profile self-sealing hip and ridge cap shingle matching the colors and shading of the selected roof shingle, such as:**
 - a) CertainTeed "Shadow Ridge".
 - b) GAF "Timbertex".
- 3. Starter Strip: Self-sealing starter course such as:**
 - a) CertainTeed "CT Metric 10 Starter" or "7 Universal Starter".
 - b) GAF "ProStart" Starter Strips or "Universal Starter Strip Shingles".
- 4. Sheet Underlayment: Waterproof, self-adhering sheet with modified bitumen bottom layer. Disposable release film on bottom. Per ASTM D 1970. Warranty at least equal in duration to the shingle warranty. Include manufacturer's primers,**

- such as: (No granular surface under moving sheet metal, such as shingle separator flashing and downspout discharge channels).
- a) CertainTeed "WinterGuard".
 - b) GAF "WeatherWatch".
5. **Felt Underlayment Recommended:**
- a) CertainTeed "Roofer's Select".
 - b) GAF "Deck-Armor".
6. **No. 15 Roofing Felt: ASTM D 2626, asphalt saturated, asphalt coated.**
7. **Asphalt Roofing Cement: ASTM D 4586, Type I or II.**
8. **Fasteners: Standard round wire type roofing nails, corrosion resistant; hot dipped zinc coated steel, aluminum or chromated steel; minimum 3/8 inch (9.5 mm) head diameter; minimum 11 or 12 gage (2.5 mm) shank diameter; shank to be of sufficient length to penetrate through roof sheathing or 3/4 inch (19 mm) into solid wood, plywood or non-veneer wood decking.**
9. **Stack Flashings: Galvanized flange and neoprene boot, Oatey or approved equal.**

PART 3: EXECUTION

A. Examination

1. **Before roofing removal, examine existing construction and conditions and notify the owner's representative of any conditions detrimentally affecting the roofing removal or detrimentally affected by it. Follow shingle manufacturer's recommendations for acceptable roof deck materials.**
2. **After roofing removal, inspect the deck and review the nature and extent of necessary deck and framing repairs or replacements. Verify that the deck is dry, sound, clean and smooth and free of any depressions, waves, projections or voids. Notify the owner's representative of unsatisfactory preparation before proceeding. (After deck repairs and replacements are completed and accepted, install self-sealing underlayment over the deck, as temporary roofing).**
3. **Before installation of the shingle roofing, verify that new roof penetrations are in place and flashed to deck surface.**

B. Preparation

1. **Roofing Removal: Remove existing shingles, underlayment, eave and rake flashing and fasteners. Raise step flashings and penetration flashings. Secure loose substrate. (Install new sheet underlayment, flashings and shingles as specified below).**
 - a) **Remove all existing roofing down to the roof deck.**

- b) Fill or cover all holes over 1 inch (25 mm) in diameter, cracks over ½ inch (12 mm) in width, loose knots and excessively resinous areas. Cover with sheet metal or fill with latex filler per underlayment manufacturer's recommendations.
- c) Broom-clean deck surfaces thoroughly before installation of underlayment and flashings.

C. Installation of Underlayment and Flashings

- 1. Eave flashing shall be installed before underlayment installation. Rake flashing shall be installed after underlayment installation.**
- 2. Install the underlayment per manufacturer's instructions.**
- 3. Apply self-sealing underlayment as eave protection and under metal flashings, per manufacturer's instructions.**
 - a) Prime the deck surface if necessary.
 - b) Roll the sheets out, tacky side down, while pulling out the separator sheet. Press the sheets uniformly to adhere to the substrate. Lap edges at least 3 inches and ends at least 6 inches. Press the laps with a hand roller. Do not leave exposed to the weather beyond the manufacturer's stated limitations.
- 4. Felt Underlayment: Install horizontally. Lap at least 6 inches over the sheet underlayment. Lap ends at least 4 inches. At double layer underlayment, stagger the end laps.**
 - a) Install sheets horizontally so water sheds and nail in place.
- 5. Weather lap and seal watertight with asphalt roofing cement items projecting through or mounted on roof. Avoid contact with solvent-based cements.**
- 6. Penetrations:**
 - a) Vent pipes: Install a 24-inch square piece of self-sealing underlayment, lapping over roof deck underlayment; seal tightly to the pipe.
 - b) Vertical walls: Install self-sealing underlayment full height behind existing counterflashing and 12 inches onto the roof surface, over the previously applied self-sealing underlayment on the roof deck.
 - c) Roof Curbs: Set on underlayment. Lap underlayment over side flanges and upstream flange.
- 7. Ventilation**
 - a) Roof Section A: Provide proper ventilation for this section, including both intake and exhaust, to include the knee wall and/or eaves to allow for a full manufacturer warranty of the shingles.

D. Shingle Application**1. General:**

- a) Install in accordance with manufacturer's instructions and local building codes. When local codes and application instructions are in conflict, the more stringent requirements shall take precedence.
- b) Minimize breakage of shingles by avoiding dropping bundles on edge, by separating shingles carefully (not by "breaking" over ridge or bundles) and by taking extra precautions in temperatures below 40 degrees Fahrenheit (4 degrees Celsius).
- c) Handle carefully in hot weather to avoid scuffing the surfacing or damaging the shingle edges.

2. Layout: Over the underlayment, snap chalk lines for each course. Then snap six chalk lines up the slope, perpendicular to the eaves, to locate the tabs for the starter shingles.**3. Coursing: Install starter strips at the eaves, lined up with the bottom edge of the underlayment. Install each row, staggered over the preceding row.**

- a) Over the new underlayment, apply a half-length starter shingle and then full length starter shingles. Start with a full length shingle over the starter course. Cut increments off subsequent shingles, as the starting shingles in the first six courses, in stepped fashion. Align shingles with the chalk lines.
- b) Cut off the shingles ¼" to 3/8" beyond the rake flashing.
- c) Apply subsequent courses per the manufacturer's recommended application methods.

4. Placement and Nailing:

- a) Secure with 4, 5 or 6 nails per shingle per manufacturer's instructions or local codes.
- b) Placement of nails varies based on the type of shingle specified. Consult the application instructions for the specified shingle for details.
- c) Nails must be driven flush with the shingle surface. Do not overdrive or underdrive the nails.
- d) Shingle offset varies based on the type of shingle specified. Consult the application instructions for the specified shingle for details.

5. Double Ridge: Trim underlayment and shingles at the ridge. Apply ridge shingles in double thickness. Exposure shall be per manufacturer's recommendations. Keep all nails covered. Cement down the first and last shingles.**6. Miscellaneous Flashings: Properly lap and seal shingles and flashings for a weathertight condition. Work vent flashings and other items into the shingling to shed water independently of plastic cement application.**

E. Field Quality Control

- 1. Inspection:** Regularly inspect the work in progress and initiate such inspections deemed necessary to assure that the work each day complies with the contract documents. Expedite the correction and satisfactory disposition of defects and infractions to the satisfaction of the owner.
- 2. Roof Traffic:** Take note of traffic on the roof by others. Report all traffic or work by others which damages or jeopardizes the roofing installation. Provide special protection or avoid heavy traffic on completed work when the ambient temperature is above 80 degrees Fahrenheit.
- 3. Remedies:** Should examination disclose a lack of specified materials or non-conformance with the requirements of the manufacturer or of the contract documents, the owner may order the materials removed and replaced with specified work. Repair leaks and other imperfections, to obtain a completely watertight installation.
- 4. Clean-Up:** Maintain the area in a clean condition. Remove all debris daily from the roof and from the owner's premises. Use suitable means to minimize dust, dirt and noise. Take all precautions to keep from clogging the rain conductors. Clean out conductors that do become clogged, making any repairs that may be necessary. Upon completion of the work, remove all drippings from finish materials and remove all excess materials and debris from the site.

F. Protection of Finished Work

- 1. Protect finished work.**
- 2. Do not permit traffic over finished roof surface.**
- 3. Protect installed products from foot traffic until completion of the project.**
- 4. Any roof areas that are not completed by the end of the workday are to be protected from moisture and contaminants.**

BIDDING REQUIREMENTS

1. Minimum Wage

- All Contractors, including Subcontractors, performing work or services shall be required to pay not less than the prevailing wages and fringe benefits to all employees and follow Ypsilanti Township Ordinance No. 69 and the additional provisions contained within.
- All other employees directly involved with this project must be paid in accordance with the Charter Township of Ypsilanti Ordinance No. 99-213, "The Living Wage Ordinance". A copy of this ordinance can be obtained through the Ypsilanti Township Clerk's office by calling (734) 484-4700.

2. Hold Harmless

- The Contractor shall save harmless, indemnify, and defend the Charter Township of Ypsilanti and its Officials against all claims for damages or injuries to persons or damages to property arising out of its performance under the terms of the bid.

3. Bid, Performance, Payment and Other Bonds:

- Each proposal must be accompanied by a certified check, bidders bond, bank draft or cash bond, in an amount not less than (5%) of the total price and drawn to the order of The Charter Township of Ypsilanti, as a guarantee of good faith on the part of the bidder and subject to the conditions stipulated in the proposal form. No proposals shall be withdrawn for a period of thirty (30) days after the date set for the opening of bids. A single check, bond or draft may serve to cover two or more alternate or supplemental proposals when such proposals are submitted by the same bidder.
- Contractor shall furnish Performance and Payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all Contractors' obligations under the Contract Documents. All Bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Securities on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff, Bureau of Government Financial Operations, U.S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.
- If the surety on any Bond furnished by the Contractor is declared as bankrupt or becomes insolvent or its right to do business is terminated in any state where any

part of the project is located or it ceases to meet requirements of paragraph 27.1, the Contractor shall within 10 days thereafter substitute another Bond and surety, both of which must be acceptable to the Owner Licensed Sureties and Insurers; Certificates of Insurance:

- All bonds and Insurance required by the Contract Documents to be purchased and maintained by the Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the project is located to issue Bonds and insurance policies for the limits and coverages so required.

4. Insurance Limits

- The Contractor agrees to provide the Owner with Certificates of Insurance for General Liability, Vehicle Liability, and Statutory Workers Compensation, according to the limits provided in the Charter Township of Ypsilanti Financial Policy. The Certificates of Insurance must be provided to the Owner prior to the execution of the contract documents. Examples of said insurance's should be included in your bid.
- The Contractor will maintain at its own expense during the term of the contract, the following insurance:
 - A. Worker's Compensation insurance with Michigan statutory limits and employers liability insurance of \$1,000,000.00 minimum each accident.
 - B. Broad Form Comprehensive General Liability Insurance with a combined single limit of \$1,000,000.00 each occurrence for bodily injury and property damage. Policy to include products and completed operations, independent contractors and contractual liability coverage. Policy shall be endorsed to provide 60 day written notice to the Risk Manager of any material change of coverage, cancellation or non-renewal of coverage.
 - C. Owner's protective policy shall be in the name of "Charter Township of Ypsilanti". Policy shall provide a \$1,000,000.00 combined single limit for bodily injury or property damage per occurrence. The Charter Township of Ypsilanti and its past, present, and future elected Officials shall be named as "additional named insured" on the General Liability policy with respect to the services provided under this contract.
 - D. Automobile Liability insurance covering all owned, hired and non-owned vehicles with personal protection insurance and property protection insurance to comply with provisions of the Michigan No Fault Insurance Law. Including residual liability insurance with a minimum combined single limit of \$1,000,000.00 each accident for bodily injury and property damage.

- An umbrella policy may be used to meet some of the above requirements.
- All insurance policies must be held by companies licensed to do business in Michigan and such companies must be well rated and acceptable to the Charter Township of Ypsilanti.
- If the required insurance is not maintained at any time during the term of this Contract, the Contract shall be subject to cancellation immediately or at any time thereafter, at the sole discretion of the Charter Township of Ypsilanti. If the Township elects to exercise its option to cancel on these grounds, the Township shall so notify the Contractor of its election.
- All Certificates of Insurance are subject to the final approval of the Ypsilanti Township Attorney.

5. Award of Contract

- The Charter Township of Ypsilanti reserves the right to reject all bids received or to negotiate separately with any source to serve the best interest of the Township.
- The Company awarded the contract shall be required to furnish satisfactory bonds and insurance.

6. Installation, Warranty, and Service

- The Contractor shall guarantee all materials and workmanship to be free of defects for a period of one (1) year from the date of the Owner's acceptance.

7. Completion

- The project will not be considered complete until all approved township final inspections have been approved.
- Construction shall start within 21 days of the Notice to Proceed and completed within 60 days, unless the weather does not permit this.
- Full payment shall be made within 45 days of receipt of invoice upon completion of work.

8. Permits

- Contractor is required to obtain the necessary permits.

**CHARTER TOWNSHIP OF YPSILANTI
ACKNOWLEDGEMENT OF REQUIRED
INSURANCE PROVISIONS**

The Charter Township of Ypsilanti *strictly* adheres to the insurance requirements, which are stated in the specifications to bid. These insurance requirements shall not be waived for any reason. Please read carefully the required insurance that must be obtained.

As written in the specifications under the "Insurance Limits" section, wording must read:

"...The Charter Township of Ypsilanti and its past, present, and future elected officials, trustees, appointed commissions and boards, agents and employees shall be named as "additional named insured" on the General Liability policy with respect to the services provided under this contract."

This may require an addition to your current policy or an additional policy, either of which could result in extra cost from your insurance carrier.

Therefore, in this document, the Charter Township of Ypsilanti has fully explained its' expectations in this regard and expects all companies to bid in good faith and comply with these requirements.

Signature of Authorized Representative _____

Date

Company Name

Briefly describe project for which bid has been submitted: _____

***Please return this completed form with submission of your bid. ***



14-B DISTRICT COURT

7200 SOUTH HURON RIVER DRIVE
YPSILANTI, MICHIGAN 48197-7099

CRIMINAL/TRAFFIC (734) 483-1333
CIVIL (734) 483-5300
FAX (734) 483-3630



HON. CHARLES POPE
DISTRICT COURT JUDGE

MARK W. NELSON
MAGISTRATE

MEMORANDUM

TO: Ypsilanti Township Board of Trustees

FROM: Mark Nelson, Magistrate / Court Administrator 14-B District Court

DATE: December 11, 2017

RE: Authorization to seek bids for construction of new entry way and exit for security screening

I am seeking authorization to seek sealed bids construction of new entry way and exit for security screening. The Township Board on April 4, 2017 previously approved hiring Hobbs and Black to develop plans to design court security system for 14B District Court, develop bid documents, administer bid process and oversee construction.

Once bids are submitted, the appropriate bid will be brought before the board for approval before proceeding any further.

I have attached the drawings and bid specifications. Please advise if any additional information is needed. See page two of this memo for cost estimates.

General conditions /supervision / signage	\$8,500.
Dust protection /signage /cleaning	\$2,000.
Architectural demolition	\$3,500.
Floor leveling	\$1,500.
glass/alum./glazing	
42 x9 x \$50/sf	\$18,900. (extended scope
since preliminary budget)	
3 doors/frames /sidelites @ \$5,000	\$15,000. (extended scope
since preliminary budget)	
Rework grid [?] misc architectural	\$3,500. (may not be
required)	
Misc painting	\$1,500. (could be done by
township to save on cost)	
Electrical demo/rework/ switches etc	\$3,500. (could be done by
township to save on cost)	
.....	
subtotal	\$57,900.
office oh/fee /bond	\$9,100.
.....	
Total	\$67,000.

Not included in this cost is auto operator doors, ballistic film, new flooring, and any sprinkler head/hvac modifications (which we don't believe there are any).

Specifications

For

**Ypsilanti 14B
District Court
Entrance Renovation**

BID PACKAGE

By:

Hobbs + Black Associates, Inc.
100 North State Street
Ann Arbor, MI 48104
(734) 663-4189

December 8, 2017

H+B Job No. 17-301

**SECTION 00 0003
TABLE OF CONTENTS**

DIVISION 0 – PROCUREMENT & CONTRACTING REQUIREMENTS

00 0101	Title Sheet
00 0107	Directory
00 0003	Table of Contents
00 5000	Agreement Form
00 5000a	Bid Requirements Checklist
00 7200	General Conditions

DIVISION 1 - GENERAL REQUIREMENTS

01 1000	Summary of Work
01 3100	Project Management and Coordination
01 3100A	Clarification Request Form
01 3200	Construction Progress Documentation
01 3233	Construction Photographic Documentation
01 3300	Submittal Procedures
01 4000	Quality Requirements
01 4200	References
01 5000	Temporary Facilities and Controls
01 6000	Product Requirements
01 6000A	Substitution Request Form
01 7300	Execution
01 7329	Cutting and Patching
01 7700	Closeout Procedures

DIVISION 2 – EXISTING CONDITIONS

Not Used

DIVISION 3 - CONCRETE

Not Used

DIVISION 4 - MASONRY

Not used

DIVISION 5 - METALS

Not Used

DIVISION 6 - WOOD AND PLASTICS AND COMPOSITES

Not Used

DIVISION 7 - THERMAL AND MOISTURE PROTECTION

07 9200 Joint Sealants

DIVISION 8 - OPENINGS

08 4113 Aluminum Storefront
08 7111 Door Hardware
08 8000 Glazing
08 8716 Ballistic Film

DIVISION 9 - FINISHES

09 6813 Tile Carpeting

DIVISION 10 - SPECIALTIES

Not Used

DIVISION 11 - EQUIPMENT

Not Used

DIVISION 12 - FURNISHINGS

Not Used

DIVISION 13 - SPECIAL CONSTRUCTION

Not Used

DIVISION 14 - CONVEYING SYSTEMS

Not Used

DIVISION 21 - FIRE SUPPRESSION

Not Used

DIVISION 22 - PLUMBING

Not Used

DIVISION 23 - HEATING VENTILATING AND AIR CONDITIONING

Not Used

DIVISION 26 - ELECTRICAL

Not Used

DIVISION 31 – EARTHWORK

Not Used

DIVISION 32 – EXTERIOR IMPROVEMENTS

Not Used

DIVISION 33 – UTILITIES

Not Used

END OF TABLE OF CONTENTS

**SECTION 00 0107
DIRECTORY**

Project	Ypsilanti 14B District Court Entrance Renovation
Owner	Mark Nelson 7200 S. Huron Drive Ypsilanti, MI 48197
Architect	Hobbs+Black Associates, Inc. 100 N. State Street Ann Arbor, MI 48104
Civil Engineer	Not required
Structural Engineer	Not required
Mechanical Engineer	Not required
Electrical Engineer	Not required
Construction Manager	TBD

**SECTION 00500
AGREEMENT FORMS**

The Contract Form of Agreement between the Owner and Contractor shall be:

THE AIA A-101 STANDARD FORM OF AGREEMENT BETWEEN
OWNER AND CONTRACTOR LATEST EDITION.

It is the responsibility of the Contractor to obtain the Document in original form, and to review it in detail.

END OF SECTION

**SECTION 00 5000a
BID REQUIREMENTS CHECKLIST**

**PREVAILING WAGE PRVISION (ORDINANCE NO. 69)
(IF APPLICABLE)** _____

LIVING WAGE ORDINANCE (IF APPLICABLE) _____

BONDS: (IF PROJECT IS OVER \$25,000.00) _____

PERFORMANCE BOND-(IF REQUIRED) _____

GUARANTEES COMPNAY WILL DO THE JOB CORRECTLY.
AMOUNT USUALLY EQUAL TO THE AMOUNT OF THE BID.

**MAINTENANCE & GUARANTEE BOND-(REQUIRED IF OVER
\$25,000.00-ASK DOUG)** _____

INSURES THE BIDDER WILL COVER THE WARRANTY ON THE
WORK. USUALLY 5% OF THEIR BID.

PAYMENT OR LABOR & MATERIAL BOND (IF REQUIRED)- _____

GUARANTEES CONTRACTOR WILL PAY SUBCONTRACTORS
AND SUPPLIERS. USUALLY EQUAL TO THE AMOUNT OF THEIR
BID.

BID BOND OF SURETY BOND- (IF REQUIRED)-GUARANTEES _____
PRICE OF PROJECT. USUALLY 5% IF THEIR BID.

INSURANCE CERTIFICATES:

WORKERS COMPENSATION- (500,000.00 LIMIT
EACH ACCIDENT) _____

GENERAL LIABILITY-(COMBINED SINGLE LIMIT OF
\$1,000,000.00 EACH OCCURRENCE FOR BODILY INJURY
& PROPERTY DAMAGE) MUST INCLUDE 60 DAY
WRITTEN NOTICE FOR CHANGE OF COVERAGE,
CANCELLATION OR NON-RENEWAL OF COVERAGE. _____

END OF SECTION

PROTECTIVE POLICY-(COMBINED SINGLE LIMIT OF \$1,000,000.00 EACH OCCURRENCE FOR BODILY INJURY & PROPERTY DAMAGE) MUST NAME **“THE CHARTER TOWNSHIP OF YPSILANTI AND ITS PAST, PRESENT, AND FUTURE ELECTED OFFICIALS, APPOINTED COMMISSIONS AND BOARDS, AGENTS AND EMPLOYEES SHALL BE NAMED AS “ADDITIONAL NAMED INSURED” (UNLESS OTHERWISE APPROVED BY THE TOWNSHIP ATTORNEY) ON THE GENERAL LIABILITY POLICY WITH RESPECT TO THE SERVICES PROVIDED UNDER THIS CONTRACT”**

AUTOMOBILE LIABILITY- COVERS OWNER, HIRED AND NON-OWNED VEHICLES WITH PERSONAL PROTECTION INSURANCE AND PROPERTY PROTECTION. INCLUDES RESIDUAL LIABILITY INSURANCE WITH A COMBINED SINGLE LIMIT OF \$1,000,000.00 EACH ACCIDENT FOR BODILY INJURY AND PROPERTY DAMAGE.

BUILDERS RISK- (REQUIRED IF OVER \$25,000.00 ASK DOUG) COVERS TIME DURING CONSTRUCTION, ETC. MATERIALS DAMAGED, STOLEN, PARTIAL CONSTRUCTION KNOCKED DOWN DUE TO WINDSTORMS OR WHATEVER.

UMBRELLA POLICY/EXCESS COVERAGE- (OPTIONAL). MAY BE USED TO COVER EVERYTHING.

CORRECT COVERAGE AMOUNTS

TOWNSHIP NAMED AS “ADDITIONAL NAMED INSURED” (UNLESS OTHERWISE APPROVED BY THE TOWNSHIP ATTORNEY)

END OF SECTION

**SECTION 00 7200
GENERAL CONDITIONS**

DOCUMENTS

“The General Conditions of the Contract for Construction”, AIA Document A201, Latest Edition, forms a part of these Bidding Documents and shall have the same effect as if bound herein.

It is the responsibility of the Contractor to obtain the Document in original form, and to review it in detail.

END OF SECTION 00 7200

**SECTION 01 1000
SUMMARY OF WORK**

PART 1- GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Conditions, and Division 1 Specification Sections apply to this section.

1.2 SUMMARY

- A. This Section includes the following:
1. Work covered by the Contract Documents.
 2. Work Phases
 3. Work under other contracts.
 4. Use of premises.
 5. Owner's occupancy requirements.

1.3 WORK COVERED BY CONTRACT DOCUMENTS

- A. Project Identification:
Ypsilanti 14B
District Court
7200 S. Huron Drive
Ypsilanti, MI 48197
- B. Owner:
Mark Nelson
7200 S. Huron Drive
Ypsilanti, MI 48197
- C. Architect of Record:
Hobbs + Black Associates, Inc.
100 North State Street
Ann Arbor, MI 48104
- D. The area of the Work is broken down into one Bid Package

Bid Package

1. Selective demolition
2. Storefront
3. Glazing
4. Ballistic Film
5. Sealants
6. Temporary Conditions
7. Painting
8. Carpet Tile – walk off mat

1.4 WORK UNDER OTHER CONTRACTS

- A. General: Cooperate fully with separate contractors so work on those contracts may be carried out smoothly, without interfering with or delaying work under this Contract. Coordinate the Work of this Contract with work performed under separate contracts.

1.5 USE OF PREMISES

- A. General: Contractor shall have limited use of premises for construction operations as indicated on Drawings and discussed at the pre-bid meeting.
- B. Use of Site: Limit use of premises to areas within the owner stipulated limit. Do not disturb portions of the project site beyond areas in which the owner has agreed upon.
 - 1. Limits: Confine construction operations to area of renovation as described in the Contract Documents, and agreed upon by owner.
 - 2. Driveways and Entrances: Keep driveways, loading areas, and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
 - a. Schedule deliveries to minimize use of driveways and entrances.
 - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

1.6 WORK RESTRICTIONS

- A. Work Hours: Available work hours are generally 7:00am – 5:00pm Monday through Friday. Owner's written approval is required prior to working overtime, weekends and holidays.
- B. Custodial staff is generally in the building until 11:00pm
- C. Security is imperative and must be maintained throughout, in accordance with Owner requirements.
- D. Existing Utility Interruptions: Do not interrupt utilities serving facilities unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
 - 1. Notify owner not less than 1 week in advance of proposed utility interruptions.
 - 2. Do not proceed with utility interruptions without Owner's written permission.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 1000

**SECTION 01 3100
PROJECT MANAGEMENT AND COORDINATION**

PART 1- GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Conditions and Division 1 Specification Sections, apply to this section.

1.2 SUMMARY

- A. This Section includes administrative provisions for coordinating construction operations on the Project including, but not limited to, the following:
 - 1. Coordination Drawings.
 - 2. Project meetings.
 - 3. Requests for Interpretation (RFIs).
- B. See Division 01 Section "Execution" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.

1.3 DEFINITIONS

- A. RFI: Request from Contractor seeking interpretation or clarification of the Contract Documents.

1.4 COORDINATION

- A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different sections, that depend on each other for proper installation, connection, and operation.
- B. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
- C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts and to ensure orderly progress of the Work.

1.5 PROJECT MEETINGS

- A. General: Schedule and conduct meetings and conferences at Project site, unless otherwise indicated.
1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Architect of scheduled meeting dates and times.
 2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
 3. Minutes: Record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Architect, within three days of the meeting.
- B. Preconstruction Conference: Schedule a preconstruction conference before starting construction, at a time convenient to Owner and Architect, but no later than 15 days after execution of the Agreement. Hold the conference at Project site or another convenient location. Conduct the meeting to review responsibilities and personnel assignments.
1. Attendees: Authorized representatives of Owner, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
 2. Agenda: Discuss items of significance that could affect progress, including the following:
 - a. Tentative construction schedule.
 - b. Critical work sequencing and long-lead items.
 - c. Designation of key personnel and their duties.
 - d. Procedures for processing field decisions and Change Orders.
 - e. Procedures for RFIs.
 - f. Procedures for processing Applications for Payment.
 - g. Distribution of the Contract Documents.
 - h. Submittal procedures.
 - i. Use of the premises and existing buildings.
 - j. Work restrictions.
 - k. Owner's occupancy requirements.
 - l. Responsibility for temporary facilities and controls.
 - m. Construction waste management and recycling.
 - n. Parking availability.
 - o. Office, work, and storage areas.
 - p. Equipment deliveries and priorities.
 - q. First aid.
 - r. Security.
 - s. Progress cleaning.
 - t. Working hours.

- C. Preinstallation Conferences: Conduct a preinstallation conference at Project site before each construction activity that requires coordination with other construction.
1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Architect of scheduled meeting dates.
 2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:
 - a. The Contract Documents.
 - b. Options.
 - c. Related RFIs.
 - d. Related Change Orders.
 - e. Purchases.
 - f. Deliveries.
 - g. Submittals.
 - h. Review of mockups.
 - i. Possible conflicts.
 - j. Compatibility problems.
 - k. Time schedules.
 - l. Weather limitations.
 - m. Manufacturer's written recommendations.
 - n. Warranty requirements.
 - o. Compatibility of materials.
 - p. Acceptability of substrates.
 - q. Temporary facilities and controls.
 - r. Space and access limitations.
 - s. Regulations of authorities having jurisdiction.
 - t. Testing and inspecting requirements.
 - u. Installation procedures.
 - v. Coordination with other work.
 - w. Required performance results.
 - x. Protection of adjacent work.
 - y. Protection of construction and personnel.
 3. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
 4. Reporting: Distribute minutes of the meeting to each party present and to parties who should have been present.
 5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.
- D. Progress Meetings: Conduct progress meetings at appropriate intervals. Coordinate dates of meetings with preparation of payment requests.

1. Attendees: In addition to representatives of Owner and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
2. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
 - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's Construction Schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
 - 1) Review schedule for next period.
 - b. Review present and future needs of each entity present, including the following:
 - 1) Interface requirements.
 - 2) Sequence of operations.
 - 3) Status of submittals.
 - 4) Deliveries.
 - 5) Off-site fabrication.
 - 6) Access.
 - 7) Site utilization.
 - 8) Temporary facilities and controls.
 - 9) Work hours.
 - 10) Hazards and risks.
 - 11) Progress cleaning.
 - 12) Quality and work standards.
 - 13) Status of correction of deficient items.
 - 14) Field observations.
 - 15) RFIs.
 - 16) Status of Bulletins (Proposal Requests).
 - 17) Pending changes.
 - 18) Status of Change Orders.
 - 19) Pending claims and disputes.
 - 20) Documentation of information for payment requests.
3. Reporting: Distribute minutes of the meeting to each party present and to parties who should have been present.
 - a. Schedule Updating: Revise Contractor's Construction Schedule after each progress meeting where revisions to

the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

1.6 REQUESTS FOR INTERPRETATION (RFIs)

- A. Procedure: Immediately on discovery of the need for interpretation of the Contract Documents, and if not possible to request interpretation at project meeting, prepare and submit an RFI in the form specified.
 - 1. RFIs shall originate with Contractor. RFIs submitted by entities other than Contractor will be returned with no response.
 - 2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.

- B. Content of the RFI: Include a detailed, legible description of item needing interpretation and the following:
 - 1. Project name.
 - 2. Date.
 - 3. Name of Contractor.
 - 4. Name of Architect.
 - 5. RFI number, numbered sequentially.
 - 6. Specification Section number and title and related paragraphs, as appropriate.
 - 7. Drawing number and detail references, as appropriate.
 - 8. Field dimensions and conditions, as appropriate.
 - 9. Contractor's suggested solution(s). If Contractor's solution(s) impact the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
 - 10. Contractor's signature.
 - 11. Attachments: Include drawings, descriptions, measurements, photos, Product Data, Shop Drawings, and other information necessary to fully describe items needing interpretation.

- C. Hard-Copy RFIs: Form at end of this Section.
 - 1. Identify each page of attachments with the RFI number and sequential page number.

- D. Architect's Action: Architect will review each RFI, determine action required, and return it. Allow seven working days for Architect's response for each RFI. RFIs received after 1:00 p.m. will be considered as received the following working day.
 - 1. The following RFIs will be returned without action:
 - a. Requests for approval of submittals.
 - b. Requests for approval of substitutions.
 - c. Requests for coordination information already indicated in the Contract Documents.

- d. Requests for adjustments in the Contract Time or the Contract Sum.
 - e. Requests for interpretation of Architect's actions on submittals.
 - f. Incomplete RFIs or RFIs with numerous errors.
2. Architect's action may include a request for additional information, in which case Architect's time for response will start again.
 3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit a Request for Change Order according to the requirements for a Bulletin as outlined in the General Conditions, Article 12.
- E. On receipt of Architect's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect within seven days if Contractor disagrees with response.
- F. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log weekly. Include the following:
1. Project name.
 2. Name and address of Contractor.
 3. Name and address of Architect.
 4. RFI number including RFIs that were dropped and not submitted.
 5. RFI description.
 6. Date the RFI was submitted.
 7. Date Architect's response was received.
 8. Identification of related Minor Change in the Work, Construction Change Directive, Field Order, and Proposal Request, as appropriate.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 REQUEST FOR INTERPRETATION FORM

- A. Form follows as 01 3100A:

**SECTION 01 3100A
REQUEST FOR INTERPRETATION FORM**

Date: _____ RFI #: _____

General Contractor: _____ Contractor Requesting Interpretation: _____

Signed: _____ Signed: _____
Title: _____ Title: _____

Project: _____

Location: _____

Reference Drawing / Specification: _____

ITEM FOR INTERPRETATION:
Please review and respond to the following item for interpretation:

Contractor/Subcontractor Recommendation	Manufacturer Recommendation
_____	_____
_____	_____
_____	_____

RESPONSE:

Architect: Hobbs + Black Associates, Inc. 100 North State Street Ann Arbor, MI 48104	Engineer (if applicable): _____ _____ _____
---	--

Signed: _____ Title: _____ Date: _____	Signed: _____ Title: _____ Date: _____
--	--

**SECTION 01 3200
CONSTRUCTION PROGRESS DOCUMENTATION**

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
1. Submittals Schedule.
 2. Contractor's Construction Schedule.
 3. Inspection and Test Schedule
 4. Daily construction reports.

1.3 DEFINITIONS

- A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.
1. Critical activities are activities on the critical path. They must start and finish on the planned early start and finish times.
 2. Predecessor Activity: An activity that precedes another activity in the network.
 3. Successor Activity: An activity that follows another activity in the network.
- B. CPM: Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine when activities can be performed and the critical path of Project.
- C. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.
- D. Float: The measure of leeway in starting and completing an activity.
1. Float time belongs to Owner.
- E. Fragnet: A partial or fragmentary network that breaks down activities into smaller activities for greater detail.
- F. Major Area: A story of construction, a separate building, or a similar significant construction element.

1.4 SUBMITTALS

- A. Submittals Schedule: Submit three copies of schedule. Arrange the following information in a tabular format:
1. Scheduled date for first submittal.
 2. Specification Section number and title.
 3. Submittal category (action or informational).

4. Name of subcontractor.
 5. Description of the Work covered.
 6. Scheduled date for Architect's final release or approval.
- B. Contractor's Construction Schedule: Submit two opaque copies of initial schedule, large enough to show entire schedule for entire construction period.
1. Submit an electronic copy of schedule.

1.5 COORDINATION

- A. Coordinate preparation and processing of schedules and reports with performance of construction activities and with scheduling and reporting of separate contractors.
- B. Coordinate Contractor's Construction Schedule with the Schedule of Values, list of subcontracts, Submittals Schedule, progress reports, payment requests, and other required schedules and reports.
1. Secure time commitments for performing critical elements of the Work from parties involved.
 2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

PART 2 - PRODUCTS

2.1 SUBMITTALS SCHEDULE

- A. Preparation: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, resubmittal, ordering, manufacturing, fabrication, and delivery when establishing dates.
1. Coordinate Submittals Schedule with list of subcontracts, the Schedule of Values, and Contractor's Construction Schedule.
 2. Submit concurrently with the first complete submittal of Contractor's Construction Schedule.

2.2 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

- A. Time Frame: Extend schedule from date established for the Notice to Proceed to date of Final Completion.
1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.
- B. Activities: Treat each separate area as a separate numbered activity for each principal element of the Work. Comply with the following:
1. Activity Duration: Define activities so no activity is longer than 20 days, unless specifically allowed by Architect.
 2. Procurement Activities: Include procurement process activities for the following long lead items and major items, requiring a cycle of more than 60 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
 3. Submittal Review Time: Include review and resubmittal times indicated in Division 01 Section "Submittal Procedures" in

- schedule. Coordinate submittal review times in Contractor's Construction Schedule with Submittals Schedule.
4. Startup and Testing Time: Include not less than ten days for startup and testing.
 5. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Architect's administrative procedures necessary for Certification of Substantial Completion.
- C. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.
1. Phasing: Arrange list of activities on schedule by phase.
 2. Work under More Than One Contract: Include a separate activity for each contract.
 3. Work by Owner: Include a separate activity for each portion of the Work performed by Owner.
 4. Work Restrictions: Show the effect of the following items on the schedule:
 - a. Coordination with existing construction.
 - b. Limitations of continued occupancies.
 - c. Uninterruptible services.
 - d. Partial occupancy before Substantial Completion.
 - e. Use of premises restrictions.
 - f. Seasonal variations.
 - g. Environmental control.
 5. Work Stages: Indicate important stages of construction for each major portion of the Work.
- D. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and Final Completion.
1. Completion of demolition.
 2. Rough inspections.
 3. Acceptance of substrates to receive finishes.
 4. HVAC testing and balancing completion.
- E. Contract Modifications: For each proposed contract modification and concurrent with its submission, prepare a time-impact analysis using fragnets to demonstrate the effect of the proposed change on the overall project schedule.

2.3 INSPECTIONS AND TESTS

- A. Prepare a schedule of inspections, tests and similar services. Submit the schedule within 30 days of the date of commencement.
- B. Distribution: Distribute the schedule to the Owner, Architect, and each party involved in performance of portions of the Work where inspections and tests are required.

2.4 REPORTS

- A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:
1. List of subcontractors at Project site.
 2. Equipment at Project site.
 3. Material deliveries.
 4. High and low temperatures and general weather conditions.
 5. Accidents.
 6. Stoppages, delays, shortages, and losses.
 7. Meter readings and similar recordings.
 8. Orders and requests of authorities having jurisdiction.
 9. Services connected and disconnected.
 10. Equipment or system tests and startups.

PART 3 - EXECUTION

3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Contractor's Construction Schedule Updating: At 2 week intervals, update schedule to reflect actual construction progress and activities. Issue schedule prior to the next regularly scheduled progress meeting.
1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
 2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
 3. As the Work progresses, indicate Actual Completion percentage for each activity.
- B. Distribution: Distribute copies of approved schedule to Architect, Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.
1. Post copies in Project meeting rooms and temporary field offices.
 2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

END OF SECTION 01 3200

**SECTION 01 3233
CONSTRUCTION PHOTOGRAPHIC DOCUMENTATION**

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Conditions and Division 1 Specification Sections, apply to this Section.

1.2 DESCRIPTION OF REQUIREMENTS

- A. This section specifies administrative and procedural requirements for construction photographs.

1.3 QUALITY ASSURANCE

- A. Photographer's Qualifications: Engage an independent firm or individual, who has not less than three years prior experience photographing buildings and who is acceptable to Architect. Contractor's Project Manager or Field Superintendent may act as the photographer, provided they have qualifications acceptable to the Architect.

1.4 SUBMITTALS

- A. Key Plan: Submit key plan of Project site and building with notation of vantage points marked for location and direction of each photograph. Indicate elevation or story of construction. Include same information as corresponding photographic documentation.
- B. Digital photographs: Submit unaltered, original, full-size image files within three days of taking photographs.
1. Digital Camera: Minimum sensor resolution of 16 megapixels.
 2. Identification: Provide the following information with each image description in file metadata tag:
 - a. Name of Project.
 - b. Name and contact information for photographer.
 - c. Date photograph was taken.
 - d. Description of vantage point, indicating location, direction (by compass point), and elevation or story of construction.

PART 2 - PRODUCTS

2.1 PHOTOGRAPHIC MEDIA

- A. Digital Images: Provide images in JPG format with minimum size of 16 megapixels.

PART 3 - EXECUTION

3.1 PRE-CONSTRUCTION PHOTOGRAPHS

- A. Before commencing construction, take photographs of site and surrounding properties from different points of view as agreed upon by

owner, architect and contractor to establish a record of existing conditions prior to construction.

1. Take photographs in sufficient number to show existing conditions adjacent to property before commencing work.
2. Take photographs of existing buildings either on or adjoining the property in sufficient detail to accurately record the physical conditions at the start of construction.

3.2 PHOTOGRAPHIC REQUIREMENTS

- A. Take 10 color photographs in accordance with requirements indicated to best show status of construction and progress since taking previous photographs:
 1. Frequency: Take photographs monthly coinciding with cutoff date associated with each application for payment.
 2. Vantage Points: Comply with Architect's directions concerning desired vantage points for shots.

END OF SECTION 01 3233

**SECTION 01 3300
SUBMITTAL PROCEDURES**

PART 1- GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.
- B. See Division 01 Section "Construction Progress Documentation" for submitting schedules and reports, including Contractor's Construction Schedule.
- C. See Division 01 Section "Quality Requirements" for submitting test and inspection reports.
- D. See Division 01 Section "Closeout Procedures" for submitting warranties and project record documents.

1.3 DEFINITIONS

- A. Action Submittals: Written and graphic information that requires Architect's responsive action.
- B. Informational Submittals: Written information that does not require Architect's responsive action. Submittals may be rejected for not complying with requirements.

1.4 SUBMITTAL PROCEDURES

- A. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
 - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 - 2. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
 - a. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- B. Submittals Schedule: Comply with requirements in Division 01 Section "Construction Progress Documentation" for list of submittals and time requirements for scheduled performance of related construction activities.
- C. Processing Time: Allow enough time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.

1. Initial Review: Allow 7 calendar days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
 2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
 3. Resubmittal Review: Allow 3 calendar days for review of each resubmittal.
- D. Identification: Place a permanent label or title block on each submittal for identification.
1. Indicate name of firm or entity that prepared each submittal on label or title block.
 2. Provide a space approximately 6 by 8 inches on label or beside title block to record Contractor's review and approval markings and action taken by Architect.
 3. Include the following information on label for processing and recording action taken:
 - a. Project name.
 - b. Date.
 - c. Name and address of Architect.
 - d. Name and address of Contractor.
 - e. Name and address of subcontractor.
 - f. Name and address of supplier.
 - g. Name of manufacturer.
 - h. Submittal number or other unique identifier, including revision identifier.
 - 1) Submittal number shall use Specification Section number followed by a decimal point and then a sequential number (e.g., 06100.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., 06100.01.A).
 - i. Number and title of appropriate Specification Section.
 - j. Drawing number and detail references, as appropriate.
 - k. Location(s) where product is to be installed, as appropriate.
 - l. Other necessary identification.
- E. Deviations: Highlight, encircle, or otherwise specifically identify deviations from the Contract Documents on submittals.
- F. Additional Copies: Unless additional copies are required for final submittal, and unless Architect observes noncompliance with provisions in the Contract Documents, initial submittal may serve as final submittal.
- G. Transmittal: Package each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Architect will discard submittals received from sources other than Contractor.
1. Transmittal Form: Use AIA Document G810 .
- H. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.

1. Note date and content of previous submittal.
 2. Note date and content of revision in label or title block and clearly indicate extent of revision.
 3. Resubmit submittals until they are marked "No exception taken" or "Make corrections noted."
- I. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
 - J. Use for Construction: Use only final submittals with mark indicating "No exception taken" or "Make corrections noted." taken by Architect.

1.5 CONTRACTOR'S USE OF ARCHITECT'S CAD FILES

- A. General: At Contractor's written request, copies of Architect's CAD files will be provided to Contractor for Contractor's use in connection with Project, subject to the following conditions:
 1. Provided an Agreement to Provide Information in Electronic Format is completed by the contractor as provided by the architect. A copy of the Agreement to Provide Information will be provided upon request of the sub-contractor. Direct duplication of the contract documents is prohibited.
 2. A nominal fee of \$50.00 shall be paid to the architect to cover costs for compilation time and distribution of CAD files.

PART 2 - PRODUCTS

2.1 ACTION SUBMITTALS

- A. General: Prepare and submit Action Submittals required by individual Specification Sections.
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
 1. If information must be specially prepared for submittal because standard printed data are not suitable for use, submit as Shop Drawings, not as Product Data.
 2. Mark each copy of each submittal to show which products and options are applicable.
 3. Include the following information, as applicable:
 - a. Manufacturer's written recommendations.
 - b. Manufacturer's product specifications.
 - c. Manufacturer's installation instructions.
 - d. Manufacturer's catalog cuts.
 - e. Wiring diagrams showing factory-installed wiring.
 - f. Printed performance curves.
 - g. Operational range diagrams.
 - h. Compliance with specified referenced standards.
 - i. Testing by recognized testing agency.
 4. Number of Copies: Submit one electronic copy. Architect will review, and return electronic copies to Contractor, Owner, and

- Engineer; upon completion of review. Contractor will be responsible for distributing copies to appropriate sub-trades and retaining hard copies at the construction site.
- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.
1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
 - a. Dimensions.
 - b. Identification of products.
 - c. Fabrication and installation drawings.
 - d. Roughing-in and setting diagrams.
 - e. Wiring diagrams showing field-installed wiring, including power, signal, and control wiring.
 - f. Shopwork manufacturing instructions.
 - g. Templates and patterns.
 - h. Schedules.
 - i. Notation of coordination requirements.
 - j. Notation of dimensions established by field measurement.
 - k. Relationship to adjoining construction clearly indicated.
 - l. Seal and signature of professional engineer if specified.
 - m. Wiring Diagrams: Differentiate between manufacturer-installed and field-installed wiring.
 2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches but no larger than 30 by 40 inches.
 3. Number of Copies: Submit one electronic copy. Architect will review, and return electronic copies to Contractor, Owner, and Engineer; upon completion of review. Contractor will be responsible for distributing copies to appropriate sub-trades and retaining hard copies at the construction site.
- D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.
1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
 2. Identification: Attach label on unexposed side of Samples that includes the following:
 - a. Generic description of Sample.
 - b. Product name and name of manufacturer.
 - c. Sample source.
 - d. Number and title of appropriate Specification Section.
 3. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.

4. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
 - a. Number of Samples: Submit one full set of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return submittal with options selected.
5. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
 - a. Number of Samples: Submit three sets of Samples. Architect will retain one Sample set the remainder will be returned.
6. The Architect-Engineer will review and process only two (2) submissions of each Shop Drawing and/or Sample. If Shop Drawings and Samples are returned because the Contractor has not complied with the above requirements, he/she will pay the costs of the Architect-Engineer and their consultants for reviewing and processing the third and subsequent submissions.
 - a. The Architect-Engineer's costs shall be computed at standard hourly billing rates in effect at the time, plus reproduction and mailing expenses.
 - b. The cost for the Architect-Engineer's consultants shall also be computed at standard hourly billing rates in effect at the time, plus reproduction and mailing expenses.
- E. Product Schedule or List: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location.
 1. Number of Copies: Submit three copies of product schedule or list, unless otherwise indicated. Architect will return two copies.
- F. Submittals Schedule: Comply with requirements specified in Division 01 Section "Construction Progress Documentation."
- G. Application for Payment: Comply with requirements specified in Division 01 Sections "Agreement Forms" and "General Conditions".
- H. Schedule of Values: Comply with requirements specified in Division 01 Sections "Agreement Forms" and "General Conditions".

2.2 INFORMATIONAL SUBMITTALS

- A. General: Prepare and submit Informational Submittals required by other Specification Sections.

1. Number of Copies: Submit one electronic copy. Architect will not return copy.
 2. Certificates and Certifications: Provide a notarized statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
 3. Test and Inspection Reports: Comply with requirements specified in Division 01 Section "Quality Requirements."
- B. Coordination Drawings: Comply with requirements specified in Division 01 Section "Project Management and Coordination".
 - C. Contractor's Construction Schedule: Comply with requirements specified in Division 01 Section "Construction Progress Documentation."
 - D. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.
 - E. Installer Certificates: Prepare written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
 - F. Manufacturer Certificates: Prepare written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
 - G. Product Certificates: Prepare written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
 - H. Material Certificates: Prepare written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
 - I. Material Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
 - J. Product Test Reports: Prepare written reports indicating current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
 - K. Research/Evaluation Reports: Prepare written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project.
 - L. Compatibility Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.

- M. Maintenance Data: Prepare written and graphic instructions and procedures for operation and normal maintenance of products and equipment. Comply with requirements specified in Division 01 Section "Project Record Documents."
- N. Design Data: Prepare written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.
- O. Manufacturer's Instructions: Prepare written or published information that documents manufacturer's recommendations, guidelines, and procedures for installing or operating a product or equipment. Include name of product and name, address, and telephone number of manufacturer.
- P. Insurance Certificates and Bonds: Prepare written information indicating current status of insurance or bonding coverage. Include name of entity covered by insurance or bond, limits of coverage, amounts of deductibles, if any, and term of the coverage.
- Q. Material Safety Data Sheets (MSDSs): Submit information directly to Owner; do not submit to Architect.

2.3 DELEGATED DESIGN (DESIGN – BUILD WORK)

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
- B. Delegated-Design Submittal: In addition to Shop Drawings, Product Data, and other required submittals, submit three copies of a statement, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.
- C. Comply with General Conditions requirements contained in Article 15.1, "Design – Build Work".

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

- A. Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.
- B. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3.2 ARCHITECT'S ACTION

- A. If Shop Drawings and/or Samples are submitted without proper identification, and in the Architect-Engineer's opinion, it is evident that they have not been properly reviewed by the Contractor; or, if Shop Drawings are submitted in an unprofessional manner, they will be returned to the Contractor for identification and/or review and re-submission. In such an event, it will be held that the Contractor has not complied with the above requirements for reviewing and identifying Shop Drawings and Samples. The Contractor shall bear the risk of all delays in work or in work of any other Trade, the same as if no Shop Drawings or Samples had been submitted.

- B. Action Submittals: Architect will review each submittal, make marks to indicate corrections or modifications required, and return it. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action taken, as follows:
 - 1. No Exception taken.
 - 2. Make Corrections Noted.
 - 3. Rejected.
 - 4. Revise and Resubmit.

- C. Informational Submittals: Architect will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.

END OF SECTION 01 3300

**SECTION 01 4000
QUALITY REQUIREMENTS**

PART 1- GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
 - 1. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.
 - 2. Requirements for Contractor to provide quality-assurance and -control services required by Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.
- C. Specific test and inspection requirements are listed in material specification sections.

1.3 DEFINITIONS

- A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Architect.
- C. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with industry standards.
- D. Source Quality-Control Testing: Tests and inspections that are performed at the source, i.e., plant, mill, factory, or shop.
- E. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- F. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
- G. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to

perform a particular construction operation, including installation, erection, application, and similar operations.

1. Using a term such as "carpentry" does not imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as "carpenter." It also does not imply that requirements specified apply exclusively to tradespeople of the corresponding generic name.

H. Experienced: When used with an entity, "experienced" means having successfully completed a minimum of five previous projects similar in size and scope to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

1.4 CONFLICTING REQUIREMENTS

A. General: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer uncertainties and requirements that are different, but apparently equal, to Architect for a decision before proceeding.

B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

1.5 SUBMITTALS

A. Qualification Data: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.

B. Reports: Prepare and submit certified written reports that include the following:

1. Date of issue.
2. Project title and number.
3. Name, address, and telephone number of testing agency.
4. Dates and locations of samples and tests or inspections.
5. Names of individuals making tests and inspections.
6. Description of the Work and test and inspection method.
7. Identification of product and Specification Section.
8. Complete test or inspection data.
9. Test and inspection results and an interpretation of test results.
10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.

12. Name and signature of laboratory inspector.
 13. Recommendations on retesting and re-inspecting.
- C. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

1.6 QUALITY ASSURANCE

- A. General: Qualifications paragraphs in this Article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- C. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- D. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar to those indicated for this Project in material, design, and extent.
- F. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 548; and with additional qualifications specified in individual Sections; and where required by authorities having jurisdiction, that is acceptable to authorities.
 1. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.
 2. NVLAP: A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.
- G. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

1.7 QUALITY CONTROL

- A. Tests and inspections are Contractor's responsibility. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
 - 1. Where services are indicated engage a qualified testing agency to perform these quality-control services.
 - a. Contractor shall not employ entity unacceptable to Owner.
 - 2. Where quality-control services are indicated, submit a certified written report, in duplicate, of each quality-control service.
 - 3. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
 - 4. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- B. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing.
- C. Retesting/Re-inspecting: Provide quality-control services, including retesting and re-inspecting, for construction that replaced Work that failed to comply with the Contract Documents.
- D. Testing Agency Responsibilities: Cooperate with Architect and Owner in performance of duties. Provide qualified personnel to perform required tests and inspections.
 - 1. Notify Architect, Contractor, and Owner promptly of irregularities or deficiencies observed in the Work during performance of services.
 - 2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.
 - 3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
 - 4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
 - 5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
 - 6. Do not perform any duties of Contractor.
- E. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
 - 1. Access to the Work.
 - 2. Incidental labor and facilities necessary to facilitate tests and inspections.
 - 3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
 - 4. Facilities for storage and field curing of test samples.

5. Delivery of samples to testing agencies.
 6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
 7. Security and protection for samples and for testing and inspecting equipment at Project site.
- F. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
1. Schedule times for tests, inspections, obtaining samples, and similar activities.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 REPAIR AND PROTECTION

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
1. Provide materials and comply with installation requirements specified in other Specification Sections. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible.
 2. Comply with the Contract Document requirements for Division 01 Section "Cutting and Patching."
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility.

END OF SECTION 01 4000

**SECTION 01 4200
REFERENCES**

PART 1- GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Conditions and Division 1 Specification Sections, apply to this Section.

1.2 DEFINITIONS

- A. General: Basic Contract definitions are included in the Conditions of the Contract.
- B. "Approved": When used to convey Architect's action on Contractor's submittals, applications, and requests, "approved" is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.
- C. "Directed": A command or instruction by Architect. Other terms including "requested," "authorized," "selected," "approved," "required," and "permitted" have the same meaning as "directed."
- D. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."
- E. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.
- F. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
- G. "Install": Operations at Project site including unloading, temporarily storing, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.
- H. "Provide": Furnish and install, complete and ready for the intended use.
- I. "Project Site": Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

1.3 INDUSTRY STANDARDS

- A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.
- B. Publication Dates: Comply with standards in effect as of date of the Contract Documents, unless otherwise indicated.
- C. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.

1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.
- D. Abbreviations and Acronyms for Standards and Regulations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the standards and regulations in the following list.

ADAAG	Americans with Disabilities Act (ADA) Architectural Barriers Act (ABA)
CFR	Code of Federal Regulations
CRD	Handbook for Concrete and Cement
FED-STD	Federal Standard (See FS)
FS	Federal Specification
FTMS	Federal Test Method Standard (See FS)
ICC-ES	ICC Evaluation Service, Inc.
MIL	(See MILSPEC)
MIL-STD	(See MILSPEC)
NES	National Evaluation Service (See ICC-ES)
UFAS	Uniform Federal Accessibility Standards

1.4 ABBREVIATIONS AND ACRONYMS

- E. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities indicated in Gale Research's "Encyclopedia of Associations" or in Columbia Books' "National Trade & Professional Associations of the U.S."
- F. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list.

AA	Aluminum Association, Inc. (The)
AAADM	American Association of Automatic Door Manufacturers
AABC	Associated Air Balance Council

AAMA	American Architectural Manufacturers Association
ACI	ACI International (American Concrete Institute)
AF&PA	American Forest & Paper Association
AGA	American Gas Association
AGC	Associated General Contractors of America (The)
AIA	American Institute of Architects (The)
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
ALSC	American Lumber Standard Committee, Incorporated
AMCA	Air Movement and Control Association International, Inc.
ANSI	American National Standards Institute
APA	APA - The Engineered Wood Association
ARI	Air-Conditioning & Refrigeration Institute
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigerating and Air-Conditioning Engineers
ASME	ASME International (The American Society of Mechanical Engineers International)
ASSE	American Society of Sanitary Engineering
ASTM	ASTM International (American Society for Testing and Materials International)
AWCI	AWCI International (Association of the Wall and Ceiling Industries International)
AWCMA	American Window Covering Manufacturers Association (Now WCSC)
AWI	Architectural Woodwork Institute
AWPA	American Wood-Preservers' Association

AWS	American Welding Society
BHMA	Builders Hardware Manufacturers Association
CGA	Compressed Gas Association
CISCA	Ceilings & Interior Systems Construction Association
CISPI	Cast Iron Soil Pipe Institute
CRI	Carpet & Rug Institute (The)
CRSI	Concrete Reinforcing Steel Institute
CSA	CSA International (Formerly: IAS - International Approval Services)
CSI	Construction Specifications Institute (The)
DHI	Door and Hardware Institute
EIA	Electronic Industries Alliance
EJCDC	Engineers Joint Contract Documents Committee
FCI	Fluid Controls Institute
FM	Factory Mutual System (Now FMG)
FMG	FM Global (Formerly: FM - Factory Mutual System)
FSA	Fluid Sealing Association
GA	Gypsum Association
GANA	Glass Association of North America
HI	Hydraulic Institute
HI	Hydronics Institute
HMMA	Hollow Metal Manufacturers Association (Part of NAAMM)
HPVA	Hardwood Plywood & Veneer Association

IAS	International Approval Services (Now CSA International)
ICEA	Insulated Cable Engineers Association, Inc.
ICRI	International Concrete Repair Institute, Inc.
IEC	International Electrotechnical Commission
IEEE	Institute of Electrical and Electronics Engineers, Inc. (The)
IESNA	Illuminating Engineering Society of North America
IGCC	Insulating Glass Certification Council
IGMA	Insulating Glass Manufacturers Alliance (The)
ISO	International Organization for Standardization
ISSFA	International Solid Surface Fabricators Association
ITU	International Telecommunication Union
LMA	Laminating Materials Association (Now part of CPA)
MFMA	Metal Framing Manufacturers Association
MHIA	Material Handling Industry of America
MPI	Master Painters Institute
MSS	Manufacturers Standardization Society of The Valve and Fittings Industry Inc.
NAAMM	National Association of Architectural Metal Manufacturers
NACE	NACE International (National Association of Corrosion Engineers International)
NADCA	National Air Duct Cleaners Association
NAIMA	North American Insulation Manufacturers Association (The)
NCMA	National Concrete Masonry Association
NCTA	National Cable & Telecommunications Association
NEBB	National Environmental Balancing Bureau

NECA	National Electrical Contractors Association
NeLMA	Northeastern Lumber Manufacturers' Association
NEMA	National Electrical Manufacturers Association
NETA	InterNational Electrical Testing Association
NFPA	NFPA (National Fire Protection Association)
NFRC	National Fenestration Rating Council
NGA	National Glass Association
NHLA	National Hardwood Lumber Association
NLGA	National Lumber Grades Authority
NRMCA	National Ready Mixed Concrete Association
NSF	NSF International (National Sanitation Foundation International)
NWWDA	National Wood Window and Door Association (Now WDMA)
PDCA	Painting & Decorating Contractors of America
PDI	Plumbing & Drainage Institute
RFCI	Resilient Floor Covering Institute
SDI	Steel Deck Institute
SDI	Steel Door Institute
SEI	Structural Engineering Institute
SGCC	Safety Glazing Certification Council
SIA	Security Industry Association
SIGMA	Sealed Insulating Glass Manufacturers Association (Now IGMA)
SJI	Steel Joist Institute
SMACNA	Sheet Metal and Air Conditioning Contractors' National Association

SPIB	Southern Pine Inspection Bureau (The)
SSINA	Specialty Steel Industry of North America
SSPC	SSPC: The Society for Protective Coatings
TCA	Tile Council of America, Inc.
TIA/EIA	Telecommunications Industry Association/Electronic Industries Alliance
UL	Underwriters Laboratories Inc.
UNI	Uni-Bell PVC Pipe Association
USGBC	U.S. Green Building Council
WCLIB	West Coast Lumber Inspection Bureau
WCMA	Window Covering Manufacturers Association (Now WCSC)
WCSC	Window Covering Safety Council (Formerly: WCMA - Window Covering Manufacturers Association)
WDMA	Window & Door Manufacturers Association (Formerly: NWWDA - National Wood Window and Door Association)
WI	Woodwork Institute (Formerly WIC - Woodwork Institute of California)
WIC	Woodwork Institute of California (Now WI)
WMMPA	Wood Moulding & Millwork Producers Association
WWPA	Western Wood Products Association

G. Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list.

BOCA	BOCA International, Inc. (Now ICC)
CABO	Council of American Building Officials (Now ICC)

IAPMO	International Association of Plumbing and Mechanical Officials
ICBO	International Conference of Building Officials (Now ICC)
ICBOES	ICBO Evaluation Service, Inc. (Now ICC-ES)
ICC	International Code Council (Formerly: CABO - Council of American Building Officials)
ICC-ES	ICC Evaluation Service, Inc.
CBC	Connecticut Building Code - 2009
NES	National Evaluation Service (Now ICC-ES)
SBCCI	Southern Building Code Congress International, Inc. (Now ICC)

H. Federal Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list.

CPSC	Consumer Product Safety Commission
DOC	Department of Commerce
DOE	Department of Energy
EPA	Environmental Protection Agency
FCC	Federal Communications Commission
GSA	General Services Administration
NIST	National Institute of Standards and Technology
OSHA	Occupational Safety & Health Administration
PBS	Public Building Service (See GSA)
PHS	Office of Public Health and Science
USPS	Postal Service

I. State & Local Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list.

County
City

Washtenaw County
City of Ypsilanti

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 4200

**SECTION 01 5000
TEMPORARY FACILITIES AND CONTROLS**

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes requirements for temporary facilities and controls, including temporary utilities, support facilities, and security and protection facilities.
- B. Temporary utilities include, but are not limited to, the following:
 - 1. Sewers and drainage.
 - 2. Water service and distribution.
 - 3. Sanitary facilities, including toilets, wash facilities, and drinking-water facilities.
 - 4. Heating and cooling facilities.
 - 5. Ventilation and Humidity.
 - 6. Electric power service.
 - 7. Electrical Distribution.
 - 8. Lighting.
 - 9. Telephone service.
- C. Support facilities include, but are not limited to, the following:
 - 1. Temporary roads and staging areas.
 - 2. Parking.
 - 3. Traffic Controls.
 - 4. Temporary signs.
 - 5. Waste disposal facilities.
 - 6. Field offices.
 - 7. Janitorial Services.
 - 8. Lifts and hoists.
- D. Security and protection facilities include, but are not limited to, the following:
 - 1. Environmental protection.
 - 2. Security enclosure and lockup.
 - 3. Barricades, warning signs, and lights.
 - 4. Construction Staging Site Enclosure.
 - 5. Temporary enclosures.
 - 6. Temporary partitions.
 - 7. Fire protection.
- E. Related Sections include the following:
 - 1. Divisions 2 through 33 for temporary heat, ventilation, and humidity requirements for products in those Sections.

1.3 USE CHARGES

- A. General: Cost or use charges for temporary facilities are not chargeable to Owner or Architect and shall be included in the Contract Sum. Allow other entities to use temporary services and facilities without cost, including, but not limited to, the following:
 - 1. Owner's construction forces.
 - 2. Occupants of Project.
 - 3. Architect.
 - 4. Testing agencies.
 - 5. Personnel of authorities having jurisdiction.
- B. Water Service: Pay water service use charges, whether metered, pro-rated or otherwise, for water used by all entities engaged in construction activities at Project site.
- C. Electric Power Service: Pay electric power service use charges, whether metered, pro-rated or otherwise, for electricity used by all entities engaged in construction activities at Project site.

1.4 SUBMITTALS

- A. Temporary Utility Reports: Submit reports of tests, inspections, meter readings, and similar procedures performed on temporary utilities.
- B. Implementation and Termination Schedule: Within 15 calendar days of date established for submittal of Contractor's Construction Schedule, submit a schedule indicating implementation and termination of each temporary utility.

1.5 QUALITY ASSURANCE

- A. Standards: Comply with ANSI A10.6, NECA's "Temporary Electrical Facilities," and NFPA 241.
 - 1. Trade Jurisdictions: Assigned responsibilities for installation and operation of temporary utilities are not intended to interfere with trade regulations and union jurisdictions.
 - 2. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
- B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

1.6 PROJECT CONDITIONS

- A. Temporary Utilities: Only if acceptable to Owner, change over from use of temporary service to use of permanent service.
 - 1. Temporary Use of Permanent Facilities:
 - a. Installer of each permanent service shall assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility regardless of previously assigned responsibilities. Warranties shall not commence until date of Final Completion.
 - b. If Owner permits use of permanent facilities for temporary use, the Contractor shall re-lamp, change filters, lubricate, etc... as

applicable. The permanent facilities shall also be cleaned and restored to their condition prior to use.

- B. Conditions of Use: The following conditions apply to use of temporary services and facilities by all parties engaged in the Work:
 - 1. Keep temporary services and facilities clean and neat.
 - 2. Relocate temporary services and facilities as required by progress of the Work.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. General: Provide new materials. Undamaged, previously used materials in serviceable condition may be used if approved by Architect. Provide materials suitable for use intended.
- B. Lumber and Plywood: Comply with requirements in Division 6 Section Rough Carpentry.
- C. Gypsum Board: Minimum 5/8 inch thick by 48 inches wide by maximum available lengths; regular-type panels with tapered edges. Comply with ASTM C 36. Provide fire rating where required by Authority Having Jurisdiction.
- D. Insulation: Unfaced mineral-fiber blanket, manufactured from glass, slag wool, or rock wool; with maximum flame-spread and smoke-developed indices of 25 and 50, respectively.
- E. Paint: Comply with requirements in Division 9 Section "Painting."
- F. Tarpaulins: Fire-resistive labeled with flame-spread rating of 15 or less.
- G. Water: Potable.

2.2 EQUIPMENT

- A. General: Provide equipment suitable for use intended.
- B. Field Offices: The Owner will provide a space inside the existing facility for the General Contractor to use as a field office.
- C. Fire Extinguishers: Hand carried, portable, UL rated. Provide class and extinguishing agent as indicated or a combination of extinguishers of NFPA-recommended classes for exposures.
 - 1. Comply with NFPA 10 and NFPA 241 for classification, extinguishing agent, and size required by location and class of fire exposure.
- D. Heating Equipment: Unless Owner authorizes use of permanent heating system, provide vented, self-contained, liquid-propane-gas heaters with individual space thermostatic control.
 - 1. Use of gasoline-burning space heaters, open-flame heaters, or salamander-type heating units is prohibited.
 - 2. Heating Units: Listed and labeled, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use for type of fuel being consumed.
- E. Lighting: Provide general service type incandescent lamps of wattage required for adequate illumination. Where exposed to breakage by construction operations, protect lamps with guards or tempered glass

enclosures. Provide exterior type fixtures when exposed to weather or moisture.

- F. Electrical Outlets: Properly configured, NEMA-polarized outlets to prevent insertion of 110- to 120-V plugs into higher-voltage outlets; equipped with ground-fault circuit interrupters, reset button, and pilot light.
- G. Power Distribution System Circuits: Where permitted and overhead and exposed for surveillance, wiring circuits, not exceeding 125-V ac, 20-A rating, and lighting circuits may be nonmetallic sheathed cable.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required.
- B. Provide each facility ready for use when needed to avoid delay. Maintain and modify as required. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.2 TEMPORARY UTILITY INSTALLATION

- A. General: Connect to existing service.
 - 1. Connections for temporary services cannot disrupt Owner's need for continued service unless Owner's prior approval is given in writing. Contractor's not receiving Owner's prior written approval will be appropriately charged for Owner's disruption.
 - 2. Temporary services cannot alter Owner's permanent service characteristics in any way as a consequence of use.
 - 3. Provide adequate capacity at each stage of construction.
- B. Sewers and Drainage: Provide temporary connections to remove effluent that can be discharged lawfully. If neither sewers nor drainage facilities can be lawfully used for discharge of effluent, provide containers to remove and dispose of effluent off-site in a lawful manner.
 - 1. Filter out excessive soil, construction debris, chemicals, oils, and similar contaminants that might clog sewers or pollute waterways before discharge.
 - 2. Connect temporary sewers to municipal system as directed by sewer department officials.
 - 3. Maintain temporary sewers and drainage facilities in a clean, sanitary condition. After heavy use, restore normal conditions promptly.
 - 4. Provide temporary filter beds, settlement tanks, separators, and similar devices to purify effluent to levels acceptable to authorities having jurisdiction.
- C. Water Service: Use of Owner's existing water service facilities will be permitted, as long as facilities are cleaned and maintained in a condition

acceptable to Owner. At Substantial Completion, restore these facilities to condition existing before initial use.

1. Provide rubber hoses as necessary to serve Project site.
- D. Sanitary Facilities: Use of Owner's existing toilet facilities and drinking water facilities will be permitted provided they are maintained in clean, orderly condition; and restored as necessary after construction, to their condition prior to construction.
- E. Heating and Cooling: Provide temporary heating and cooling required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of low temperatures or high humidity. Select equipment from that specified that will not have a harmful effect on completed installations or elements being installed.
1. Only if acceptable to Owner, permanent heating and cooling systems may be used for temporary purposes; however, equipment must be cleaned, lubricated, filters changed, etc... such that equipment is in like new condition upon Owner's final acceptance.
 2. Maintain a minimum temperature of 50 deg F in permanently enclosed portions of building for normal construction activities, and 65 deg F for finishing activities and areas where finished Work has been installed.
- F. Ventilation and Humidity Control: Provide temporary ventilation required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of high humidity. Select equipment from that specified that will not have a harmful effect on completed installations or elements being installed. Coordinate ventilation requirements to produce ambient condition required and minimize energy consumption.
- G. Electric Power Service: Provide weatherproof, grounded electric power service and distribution system of sufficient size, capacity, and power characteristics during construction period. Include meters, transformers, overload-protected disconnecting means, automatic ground-fault interrupters, and main distribution switchgear.
1. Install power distribution wiring overhead and rise vertically where least exposed to possible damage.
 2. Only if acceptable to owner, connect temporary service to Owner's existing power source.
- H. Electric Distribution: Provide receptacle outlets adequate for connection of power tools and equipment.
1. Provide waterproof connectors to connect separate lengths of electrical power cords if single lengths will not reach areas where construction activities are in progress. Do not exceed safe length-voltage ratio.
 2. Provide warning signs at power outlets other than 110 to 120 V.
 3. Provide metal conduit, tubing, or metallic cable for wiring exposed to possible damage. Provide rigid steel conduits for wiring exposed on grades, floors, decks, or other traffic areas.
 4. Provide metal conduit enclosures or boxes for wiring devices.

Provide 4-gang outlets, spaced so 100-foot extension cord can reach each area for power hand tools and task lighting. Provide a separate 125-V ac, 20-A circuit for each outlet.

- I. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations and traffic conditions.
 - 1. Only if acceptable to owner, permanent lighting may be used for temporary purposes; however, all lighting must be thoroughly cleaned and provided with new lamps before owner's final acceptance.
- J. Telephone Service: Provide temporary telephone service throughout construction period for common-use facilities used by all personnel engaged in construction activities.
 - 1. At each telephone, post a list of important telephone numbers.
 - a. Police and fire departments.
 - b. Ambulance service.
 - c. Contractor's home office.
 - d. Architect's office.
 - e. Engineers' offices.
 - f. Owner's office.
 - g. Principal subcontractors' field and home offices.
 - 2. Provide a portable cellular telephone with voice mail service for superintendent's use in making and receiving telephone calls when away from field office.

3.3 SUPPORT FACILITIES INSTALLATION

- A. General: Comply with the following:
 - 1. Locate field offices, storage sheds, sanitary facilities, and other temporary construction and support facilities for easy access.
 - 2. Provide noncombustible construction for offices, shops, and sheds located within construction area or within 30 feet of building lines. Comply with NFPA 241.
 - 3. Maintain support facilities until Substantial Completion. Remove after Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.
- B. Temporary Staging Areas: Construct and maintain temporary staging areas adequate to support loads and to withstand exposure to traffic during construction period. Locate temporary roads and staging areas as directed by owner. Extend temporary roads and staging areas, as necessary for construction operations, and as agreed upon by owner.
 - 1. Prepare subgrade and install subbase and base for temporary roads and staging areas according to applicable Division 31 Sections.
 - 2. Restore parking, drives, grade and lawn after temporary use, including removing contaminated material, regrading, and landscaping.

- C. Parking:
 1. Do not allow vehicle parking on existing streets or landscaped areas without Owner approval.
- D. Traffic Controls: Provide temporary traffic controls when construction impacts parking, roads and walks. Include warning signs and "STOP" signs. Comply with requirements of authorities having jurisdiction.
- E. Temporary Signs: Install signs where required to inform public and persons seeking entrance to Project. Do not permit installation of unauthorized signs.
 1. Prepare temporary signs to provide directional information to construction personnel and visitors.
 2. Construct signs of exterior-type Grade B-B high-density concrete form overlay plywood in sizes and thicknesses indicated. Support on posts or framing of preservative-treated wood or steel.
 2. Paint sign panel and applied graphics with exterior-grade alkyd gloss enamel over exterior primer.
- F. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Containerize and clearly label hazardous, dangerous, or unsanitary waste materials separately from other waste. Comply with Division 1 Section "Execution Requirements" for progress cleaning requirements.
 1. If required by authorities having jurisdiction, provide separate containers, clearly labeled, for each type of waste material to be deposited.
 2. Develop a waste management plan for Work performed on Project.
 3. Locate dumpster(s) in locations directed by owner.
 3. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
 4. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing the space.
 5. Broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust.
 6. Remove waste materials, debris, and rubbish from site daily and dispose off-site.
- G. Field Office: Owner will allocate space within the existing facility for Contractor office use.
- H. Janitorial Services: Provide janitorial services on a daily basis for temporary office, first-aid stations, toilets, and other areas accessed by the Contractor.
- I. Lifts and Hoists: Provide facilities for hoisting materials and personnel. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.

3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations and that minimize possible air, waterway,

and subsoil contamination or pollution or other undesirable effects. Avoid using tools and equipment that produce harmful noise. Restrict use of noisemaking tools and equipment to hours that will minimize complaints from persons near Project site.

- B. Security Enclosure and Lockup: Install substantial temporary enclosure around partially completed areas of construction. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security.
- C. Barricades, Warning Signs, and Lights: Comply with standards and code requirements for erecting structurally adequate barricades. Paint with appropriate colors, graphics, and warning signs to inform personnel and public of possible hazard.
- D. Construction Staging Site Enclosure Fence: Before construction operations begin, install 6 foot high chain-link enclosure fence with lockable entrance gates. Locate as acceptable to owner to enclose entire staging area or portion determined sufficient to accommodate construction operations. Install in a manner that will prevent people, dogs, and other animals from easily entering site except by entrance gates.
 - 1. Provide moveable posts in concrete bases.
 - 2. Provide gates in sizes and at locations necessary to accommodate delivery vehicles and other construction operations.
 - 3. Maintain security by limiting number of keys and restricting distribution to authorized personnel. Provide Owner with one set of keys.
- E. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Weathertight exterior enclosure for building is not anticipated; but, care should be taken to limit the opening and closing of the existing exterior doors during construction.
 - 1. Maintain exits as required by Authorities having jurisdiction.
 - 2. Erect and maintain dustproof enclosure to limit dust and dirt migration to separate areas of the building.
- F. Temporary Fire Protection: Until fire-protection needs are supplied by permanent facilities, install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241.
- H. The building will be occupied throughout construction operations. Areas outside the limits of construction must be protected from dust, debris, etc...Should contamination of these areas occur, the contractor shall immediately cease operations and remedy the situation. If the situation is not remedied immediately to the Owner's satisfaction, the contractor will be appropriately charged.
- I. Air handling equipment in areas at the building without construction will remain operational throughout construction. Temporary filters must be provided to prevent dust, fumes, etc...from migrating through the air handling equipment.

3.5 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- B. Maintenance: Maintain facilities in good operating condition until removal. Protect from damage caused by freezing temperatures and similar elements.
 - 1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
 - 2. Prevent water-filled piping from freezing. Maintain markers for underground lines. Protect from damage during excavation operations.
- C. Temporary Facility Changeover: Except for using permanent fire protection as soon as available, do not change over from using temporary security and protection facilities to permanent facilities until Final Completion, unless otherwise authorized by Owner in writing.
- D. Termination and Removal: Remove each temporary facility only when need for its service has ended, and when it is permitted to be replaced by owner authorized use of a permanent facility. Complete or, if necessary, restore permanent construction that may have been delayed or damaged because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
 - 1. Materials and facilities that constitute temporary facilities are the property of Contractor.
 - 2. At Substantial Completion, clean and renovate permanent facilities used during construction period. Comply with final cleaning requirements in Division 1 Section "Closeout Procedures," and General Conditions for Final Completion.

END OF SECTION 01 5000

**SECTION 01 6000
PRODUCT REQUIREMENTS**

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; product substitutions; and comparable products.
- B. See Division 01 Section "Closeout Procedures" for submitting warranties for Contract closeout.
- C. See Divisions 02 through 33 Sections for specific requirements for warranties on products and installations specified to be warranted.

1.3 DEFINITIONS

- A. Products: Items purchased for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
 - 1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature, that is current as of date of the Contract Documents.
 - 2. New Products: Items that have not previously been incorporated into another project or facility. Products salvaged or recycled from other projects are not considered new products.
 - 3. Comparable Product: Product that is demonstrated and approved through submittal process, or where indicated as a product substitution, to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.
- B. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.

1.4 SUBMITTALS

- A. Substitution Requests: Submit one electronic copy of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
 - 1. Comply with applicable provisions of the General Conditions, Article 4.

2. Substitution Request Form: Use form provided at the end of this Section.
3. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within 7 calendar days of receipt of a request for substitution. Architect will make a recommendation to the Owner regarding the proposed substitution within 15 calendar days of receipt of request, or 7 calendar days of receipt of additional information or documentation, whichever is later.
 - a. Use product specified if Architect cannot make a decision on use of a proposed substitution within time allocated.

1.5 QUALITY ASSURANCE

- A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, product selected shall be compatible with products previously selected, even if previously selected products were also options.

1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft. Comply with manufacturer's written instructions.
- B. Delivery and Handling:
 1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
 2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
 3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
 4. Inspect products on delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.
- C. Storage:
 1. Store products to allow for inspection and measurement of quantity or counting of units.
 2. Store materials in a manner that will not endanger Project structure.
 3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
 4. Store cementitious products and materials on elevated platforms.
 5. Store foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.

6. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
7. Protect stored products from damage and liquids from freezing.

1.7 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
 1. Manufacturer's Warranty: Preprinted written warranty published by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
- B. Submittal Time: Comply with requirements in Division 01 Section "Closeout Procedures."

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

- A. General Product Requirements: Provide products that comply with the Contract Documents, that are undamaged and, unless otherwise indicated, that are new at time of installation.
 1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
 2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
 3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
 4. Where products are accompanied by the term "as selected," Architect will make selection.
 5. Where products are accompanied by the term "match sample," sample to be matched is Architect's.
 6. Descriptive, performance, and reference standard requirements in the Specifications establish "salient characteristics" of products.
- B. Product Selection Procedures:
 1. Product: Where Specifications name a single product and manufacturer, provide the named product that complies with requirements.
 2. Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements.

3. Products: Where Specifications include a list of names of both products and manufacturers, provide one of the products listed that complies with requirements.
4. Manufacturers: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements.
5. Available Products: Where Specifications include a list of names of both products and manufacturers, provide one of the products listed, or an unnamed product, that complies with requirements. Comply with provisions in Part 2 "Comparable Products" Article for consideration of an unnamed product.
6. Available Manufacturers: Where Specifications include a list of manufacturers, provide a product by one of the manufacturers listed, or an unnamed manufacturer, that complies with requirements. Comply with provisions in Part 2 "Comparable Products" Article for consideration of an unnamed product.
7. Product Options: Where Specifications indicate that sizes, profiles, and dimensional requirements on Drawings are based on a specific product or system, provide the specified product or system. Comply with provisions in Part 2 "Product Substitutions" Article for consideration of an unnamed product or system.
8. Basis-of-Design Product: Where Specifications name a product and include a list of manufacturers, provide the specified product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with provisions in Part 2 "Comparable Products" Article for consideration of an unnamed product by the other named manufacturers.
9. Visual Matching Specification: Where Specifications require matching an established Sample, select a product that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches.
 - a. If no product available within specified category matches and complies with other specified requirements, comply with provisions in Part 2 "Product Substitutions" Article for proposal of product.
10. Visual Selection Specification: Where Specifications include the phrase "as selected from manufacturer's colors, patterns, textures" or a similar phrase, select a product that complies with other specified requirements.
 - a. Standard Range: Where Specifications include the phrase "standard range of colors, patterns, textures" or similar phrase, Architect will select color, pattern, density, or texture from manufacturer's product line that does not include premium items.
 - b. Full Range: Where Specifications include the phrase "full range of colors, patterns, textures" or similar phrase,

Architect will select color, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

2.2 PRODUCT SUBSTITUTIONS

- A. Timing: Architect and Owner will consider requests for substitution if received in writing prior to the execution of the sub-contract covering the Work for which the substitution or variation is requested. Requests received after that time may be considered or rejected at discretion of Architect and Owner.
- B. Conditions: Contractor's request for substitution may be considered if the appended form is completed to the satisfaction of the Architect and Owner. And, if applicable provisions of the General Conditions, specifically under Article 4 are fully complied with.

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 6000

**SECTION 01 6000A
SUBSTITUTION REQUEST FORM**

PART 1 – GENERAL

1.1 IDENTIFICATION

- A. Request Number: _____
- B. General Contractor: _____
- C. Sub-Contractor: _____

1.2 REQUEST

- A. We hereby submit for consideration the following product or system in place of the specified product or system for this project:

Specification Section or Drawing Reference: _____

Specified Product/System: _____

Proposed Substitution: _____

1.3 INFORMATION

- A. Attach complete information for changes to Drawings and/or Specifications which the proposed substitution will require for its proper installation.

1.4 SUBMISSION

- A. Submit with request all necessary samples and substantiating data to establish equivalent or better quality and performance to the specified product. Clearly mark manufacturer's literature to indicate equivalent or better performance.
- B. For product substitutions after receipt of bids, clearly indicate benefit to the owner.

1.5 AFFIRMATION

- A. Does the substitution affect dimensions shown on the Drawings?
Yes ___ No ___
If yes, clearly indicate how: _____

- B. Does the substitution result in a (credit ___) (add ___) (no change ___) to base contract amount?

C. Will the Undersigned pay for all additional costs resulting from the proposed substitution including Architect's and Consultant's additional services? Yes ___ No ___ If no, fully explain: _____

D. What effect does the substitution have on other subcontracts or trades?

E. What effects does the substitution have on the construction schedule?

F. Are manufacturer's warranties for the proposed and specified products the same? Yes ___ No ___ If no, explain or provide attachment

G. Reason for substitution request: (attach data if applicable)

H. Itemized comparison of specified product(s) and proposed substitution:

I. Accurate cost data comparing proposed substitution with specified product: _____

J. Differences of maintenance services and sources: _____

1.6 CERTIFICATION

- A. The Undersigned certifies that the function, appearance and quality of the proposed substitution is equivalent or superior to the specified product, and assumes all responsibility and liability for equivalent performance. Undersigned represents that he/she has authority to act as agent of the firm and to bind them to terms of this certification.

_____	_____
Firm	Name (print)
_____	_____
Address	Signature
_____	_____
Date	Title

1.7 ARCHITECT'S ACTION

- A. Recommended: _____ Recommended as Noted: _____
Not Recommended: _____ Remarks: _____

1.8 OWNER'S ACTION

- A. Accept: _____ Accept as Noted: _____
Not Accepted: _____ Remarks: _____

PARTS 2 AND 3 – PRODUCTS AND EXECUTION

Not Applicable

END OF SECTION 01 6000A

**SECTION 01 7300
EXECUTION**

PART 1- GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Conditions and Division 1 Specification Sections, apply to this section.

1.2 SUMMARY

- A. This Section includes general procedural requirements governing execution of the Work including, but not limited to, the following:
1. Construction layout.
 2. General installation of products.
 3. Progress cleaning.
 4. Starting and adjusting.
 5. Protection of installed construction.
 6. Correction of the Work.
- B. See Division 01 Section "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, and final cleaning.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Existing Conditions: The existence and location of improvements, utilities, and other construction indicated as existing are not guaranteed. Before beginning work, investigate and verify the existence and location of mechanical and electrical systems and other construction affecting the Work.
1. Before construction, verify the location and points of connection of utility services.
- B. Acceptance of Conditions: Examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
1. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.

2. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
3. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
4. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- B. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- C. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents, submit a request for information to Architect. Include a detailed description of problem encountered, together with recommendations for changing the Contract Documents. Refer to Division 1 Section "Project Management and Coordination" for the "Request for Information Form".

3.3 CONSTRUCTION LAYOUT

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to existing construction. If discrepancies are discovered, notify Architect promptly.

3.4 INSTALLATION

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
 1. Make vertical work plumb and make horizontal work level.
 2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
 3. Conceal pipes, ducts, and wiring in finished areas, unless otherwise indicated.

- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
- D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- E. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.
- F. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.
- G. Anchors and Fasteners: Provide anchors and fasteners as required to anchor each component securely in place, accurately located and aligned with other portions of the Work.
 - 1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
 - 2. Allow for building movement, including thermal expansion and contraction.
 - 3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.
- H. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.
- I. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

3.5 PROGRESS CLEANING

- A. General: Clean Project site and work areas daily, including common areas. Coordinate progress cleaning for joint-use areas where more than one installer has worked. Enforce requirements strictly. Dispose of materials lawfully.
 - 1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.

2. Do not hold materials more than 7 days during normal weather or 3 days if the temperature is expected to rise above 80 deg F.
 3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
1. Remove liquid spills promptly.
 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- G. Waste Disposal: Burying or burning waste materials on-site will not be permitted. Washing waste materials down sewers or into waterways will not be permitted.
- H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- J. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.6 STARTING AND ADJUSTING

- A. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.
- B. Adjust operating components for proper operation without binding. Adjust equipment for proper operation.
- C. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- D. Manufacturer's Field Service: If a factory-authorized service representative is required to inspect field-assembled components and equipment installation, comply with qualification requirements in Division 01 Section "Quality Requirements."

3.7 PROTECTION OF INSTALLED CONSTRUCTION

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.
- B. Comply with manufacturer's written instructions for temperature and relative humidity.

3.8 CORRECTION OF THE WORK

- A. Repair or remove and replace defective construction. Restore damaged substrates and finishes. Comply with requirements in Division 01 Section "Cutting and Patching."
 - 1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.
- B. Restore permanent facilities used during construction to their specified condition.
- C. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.
- D. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.
- E. Remove and replace chipped, scratched, and broken glass or reflective surfaces.

END OF SECTION 01 7300

**SECTION 01 7329
CUTTING AND PATCHING**

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawing and general provisions of the Contract, including General Conditions and other Division 01 Specification Sections, apply to this section:

1.2 SUMMARY

- A. This Section includes procedural requirements for cutting and patching.

1.3 SUBMITTALS

- A. Cutting and Patching Proposal: Submit a proposal describing procedures at least 10 days before the time cutting and patching will be performed, requesting approval to proceed. Include the following information:
1. Extent: Describe cutting and patching, show how they will be performed, and indicate why they cannot be avoided.
 2. Changes to In-Place Construction: Describe anticipated results. Include changes to structural elements and operating components as well as changes in building's appearance and other significant visual elements.
 3. Products: List products to be used and firms or entities that will perform the Work.
 4. Dates: Indicate when cutting and patching will be performed.
 5. Utility Services and Mechanical/Electrical Systems: List services/systems that cutting and patching procedures will disturb or affect. List services/systems that will be relocated and those that will be temporarily out of service. Indicate how long services/systems will be disrupted.
 6. Structural Elements: Where cutting and patching involve adding reinforcement to structural elements, submit details and engineering calculations showing integration of reinforcement with original structure.
 7. Architect's Approval: Obtain approval of cutting and patching proposal before cutting and patching. Approval does not waive right to later require removal and replacement of unsatisfactory work.

1.4 QUALITY ASSURANCE

- A. Structural Elements: Do not cut and patch structural elements in a manner that could change their load-carrying capacity or load-deflection ratio.
- B. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that which results in increased maintenance or decreased operational life or safety.

- C. Miscellaneous Elements: Do not cut and patch miscellaneous elements or related components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that which results in increased maintenance or decreased operational life or safety.
- D. Visual Requirements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

1.5 WARRANTY

- A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during cutting and patching operations, by methods and with materials so as not to void existing warranties.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. General: Comply with requirements specified in other Sections.
- B. In-Place Materials: Use materials identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.
 - 1. If identical materials are unavailable or cannot be used, use materials that, when installed, will match the visual and functional performance of in-place materials.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine surfaces to be cut and patched and conditions under which cutting and patching are to be performed.
 - 1. Compatibility: Before patching, verify compatibility with and suitability of substrates, including compatibility with in-place finishes or primers.
 - 2. Proceed with installation only after unsafe or unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Temporary Support: Provide temporary support of Work to be cut.
- B. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- C. Adjoining Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.
- D. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or

abandoned, bypass such services/systems before cutting to prevent interruption to occupied areas.

3.3 PERFORMANCE

- A. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
 - 1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- B. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
 - 1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
 - 2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
 - 3. Concrete & Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
 - 4. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
 - 5. Proceed with patching after construction operations requiring cutting are complete.
- C. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other Sections.
 - 1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate integrity of installation.
 - 2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
 - 3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
 - 4. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.

5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition.
- D. Cleaning: Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, and similar materials.

END OF SECTION 01 7329

**SECTION 01 7700
CLOSEOUT PROCEDURES**

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SECTION INCLUDES

- A. Closeout procedures.
- B. Final cleaning.
- C. Adjusting.
- D. Record Drawings
- E. Record Specifications.
- F. Record Product Data
- G. Operation and maintenance data.
- H. Warranties.
- I. Spare parts and maintenance materials.

1.3 CLOSEOUT PROCEDURES

- A. Submit written certification that Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with Contract Documents and ready for Architect-Engineer's review.
- B. Provide submittals to Architect-Engineer/Owner that are required by governing or other authorities.
- C. Submit final Application for Payment identifying total adjusted Contract Sum, previous payments, and sum remaining due.

1.4 FINAL CLEANING

- A. Execute final cleaning prior to final inspection.
- B. Clean interior and exterior glass and surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.
- C. Clean equipment and fixtures to a sanitary condition.
- D. Replace filters of operating equipment.
- E. Clean debris from roofs and drainage systems.
- F. Clean site; sweep paved areas, rake clean landscaped surfaces.
- G. Remove waste and surplus materials, rubbish, and construction facilities from the site.

1.5 ADJUSTING

- A. Adjust operating Products and equipment to ensure smooth and unhindered operation.

1.6 RECORD DRAWINGS

- A. Submit 1 sets of marked-up Record Prints.
- B. Record Prints: Maintain one set of blue- or black-line white prints of the

Contract Drawings and Shop Drawings.

1. Preparation: Mark Record Prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is installer, subcontractor, or similar entity, to prepare the marked-up Record Prints.
 - a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
 - b. Record data as soon as possible after obtaining it. Record and check the markup before enclosing concealed installations.
 2. Mark the Contract Drawings showing actual physical conditions, completely and accurately.
 3. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
 4. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.
- C. Format: Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.
1. Record Prints: Organize Record Prints and newly prepared Record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
 2. Identification: As follows:
 - a. Project name.
 - b. Date.
 - c. Designation "PROJECT RECORD DRAWINGS."
 - d. Name of Architect.
 - e. Name of Contractor.

1.7 RECORD SPECIFICATIONS

- A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.
1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 2. Mark copy with proprietary name and model of products, materials, and equipment furnished, including substitutions, and product options selected.
 3. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.
 4. Note related Change Orders, Record Product Data, and Record Drawings where applicable.

1.8 RECORD PRODUCT DATA

- A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.
 - 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 - 2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
 - 3. Note related Change Orders, Record Specifications, and Record Drawings where applicable.

1.9 OPERATION AND MAINTENANCE DATA

- A. Submit one set prior to final inspection, bound in 8-1/2 x 11 inch text pages, three D size ring capacity expansion binders with durable plastic covers.
- B. Prepare binder covers with printed title "OPERATION AND MAINTENANCE INSTRUCTIONS", title of project, and subject matter of binder when multiple binders are required.
- C. Internally subdivide the binder contents with permanent page dividers, logically organized as described below; with tab titling clearly printed under reinforced laminated plastic tabs.
- D. Contents: Prepare a Table of Contents for each volume, with each Product or system description identified, type on 20 pound white paper.
- E. Part 1: Directory, listing names, addresses, and telephone numbers of Architect-Engineer, Contractor, Subcontractors, and major equipment suppliers.
- F. Part 2: Operation and maintenance instructions, arranged by system, process flow, and subdivided by specification section. For each category, identify names, addresses, and telephone numbers of Subcontractors and suppliers. Identify the following:
 - 1. Significant design criteria.
 - 2. List of equipment.
 - 3. Parts list for each component.
 - 4. Operating instructions.
 - 5. Maintenance instructions for equipment and systems.
 - 6. Maintenance instructions for special finishes, including recommended cleaning methods and materials and special precautions identifying detrimental agents.
- G. Part 3: Project documents and certificates, including the following:
 - 1. Shop Drawings and Product Data.
 - 2. Air and water balance reports.
 - 3. Certificates.
 - 4. Photocopies of warranties and bonds.
- H. Submit final volume revised, within ten days after final inspection.

1.10 WARRANTIES

- A. Provide three notarized copies.
- B. Execute and assemble documents from Subcontractors, suppliers, and manufacturers.

- C. Provide Table of Contents and assemble in three D size ring binder with durable plastic cover. May be included in Operation and Maintenance Binder.
- D. Submit prior to final Application for Payment.
- E. For work completed prior to or on date of Final Completion, warranty period shall commence upon date of Final Completion.
- F. For items of Work delayed beyond date of Final Completion, provide updated submittal within ten days after acceptance, listing date of acceptance as start of warranty period.

1.11 SPARE PARTS AND MAINTENANCE MATERIALS

- A. Provide products, spare parts, maintenance and extra materials in quantities specified in individual specification Sections.
- B. Deliver to Project site and place in location as directed by Owner; obtain receipt prior to final payment.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION 01 7700

SECTION 07 9200 JOINT SEALANTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes sealants for the following applications, including those specified by reference to this Section:
 - 1. Interior joints in vertical surfaces.
 - 2. Control joints on exposed interior surfaces of exterior walls.
 - 3. Perimeter joints between interior wall surfaces and frames of interior doors, and windows.

1.3 PERFORMANCE REQUIREMENTS

- A. Provide joint sealants for interior applications that establish and maintain airtight and water-resistant continuous joint seals without staining or deteriorating joint substrates.

1.4 SUBMITTALS

- A. Product Data: For each joint-sealant product indicated.
- B. Samples for Initial Selection: Manufacturer's color charts consisting of strips of cured sealants showing the full range of colors available for each product exposed to view.
- C. Samples for Verification: For each type and color of joint sealant required. Install joint sealants in 1/2-inch- wide joints formed between two 6-inch-long strips of material matching the appearance of exposed surfaces adjacent to joint sealants.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: An experienced installer who has specialized in installing joint sealants similar in material, design, and extent to those indicated for this Project and whose work has resulted in joint-sealant installations with a record of successful in-service performance.
- B. Source Limitations: Obtain each type of joint sealant through one source from a single manufacturer.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials to Project site in original unopened containers or bundles with labels indicating manufacturer, product name and designation, color, expiration date, pot life, curing time, and mixing instructions for multi-component materials.
- B. Store and handle materials in compliance with manufacturer's written instructions to prevent their deterioration or damage due to moisture, high or low temperatures, contaminants, or other causes.

1.7 PROJECT CONDITIONS

- A. Environmental Limitations: Do not proceed with installation of joint sealants under the following conditions:

1. When ambient and substrate temperature conditions are outside limits permitted by joint sealant manufacturer or are below 40 deg F.
 2. When joint substrates are wet.
- B. Joint-Width Conditions: Do not proceed with installation of joint sealants where joint widths are less than those allowed by joint sealant manufacturer for applications indicated.
- C. Joint-Substrate Conditions: Do not proceed with installation of joint sealants until contaminants capable of interfering with adhesion are removed from joint substrates.

1.8 WARRANTY

- A. General Warranty: Special warranties specified in this Article shall not deprive Owner of other rights Owner may have under other provisions of the Contract Documents and shall be in addition to, and run concurrent with, other warranties made by Contractor under requirements of the Contract Documents.
- B. Special Installer's Warranty: Written warranty, signed by Installer agreeing to repair or replace elastomeric joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.
1. Warranty Period: Two years from date of Substantial Completion.
- C. Special warranties specified in this Article exclude deterioration or failure of elastomeric joint sealants from the following:
1. Movement of the structure resulting in stresses on the sealant exceeding sealant manufacturer's written specifications for sealant elongation and compression caused by structural settlement or errors attributable to design or construction.
 2. Disintegration of joint substrates from natural causes exceeding design specifications.
 3. Mechanical damage caused by individuals, tools, or other outside agents.
 4. Changes in sealant appearance caused by accumulation of dirt or other atmospheric contaminants.

PART 2 - PRODUCTS

2.1 PRODUCTS AND MANUFACTURERS

- A. Products: Subject to compliance with requirements, provide one of the products indicated for each type in the sealant schedules.

2.2 MATERIALS, GENERAL

- A. Compatibility: Provide joint sealants, backings, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by sealant manufacturer based on testing and field experience.
- B. Colors of Exposed Joint Sealants: As selected by Architect from manufacturer's full range for this characteristic.
- C. VOC Content of Interior Sealants: Provide sealants and sealant primers for use that comply with the limits for VOC content established by the Authority Having Jurisdiction.

2.3 LATEX JOINT SEALANTS

- A. Acrylic-Emulsion Sealant: Manufacturer's standard, one part nonsag mildew-resistant, acrylic-emulsion sealant complying with ASTM C 834 formulated to be paintable and recommended for exposed applications on interior and on protected exterior locations involving joint movement of not more than plus or minus 5 percent.
 - 1. Product: Subject to compliance with requirements, provide products from one of the following:
 - a. Bostik Construction Prod. Div.
 - b. Pecora Corp.
 - c. Sonneborn Bldg. Prod.
 - d. Tremco, Inc.
 - 2. Use for all exposed interior joints except flooring, where movement and where silicone indicated.

2.4 ELASTOMERIC JOINT SEALANTS

- A. Multi-Part Nonsag Urethane Sealant for Use NT: Type M, Grade NS, Class 25 and with plus/minus 50 percent movement capability; Uses NT, M, G, A, and, as applicable to joint substrates indicated, O.
 - 1. Products: Subject to compliance with requirements, provide products from one of the following:
 - a. Mameco International, Inc.
 - b. Pecora Corp.
 - c. Tremco, Inc.
 - 2. Use for:
 - a. All exterior joints except where subject to traffic.
 - b. All interior joints at exterior wall.
 - c. All interior joints subject to movement, except where subject to traffic.
- B. Multi-Part Nonsag Urethane Sealant for Use T: Type M, Grade NS, Class 25; Uses, T, M, G, A and, as applicable to joint substrates indicated, O.
 - 1. Products: Subject to compliance with requirements, provide products from one of the following:
 - a. Bostik Construction Products Div.
 - b. Memeco International, Inc.
 - c. Pecora Corp.
 - d. Products Research & Chemical Corp.
 - e. Sika Corp.
 - f. Tremco, Inc.
 - 2. Use for joints subject to traffic.

2.5 JOINT-SEALANT BACKING

- A. General: Provide sealant backings of material and type that are non-staining; are compatible with joint substrates, sealants, primers, and other joint fillers; and are approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.
- B. Cylindrical Sealant Backings: ASTM C 1330, of type indicated below and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance:
 - 1. Type O: Open-cell material.

- C. Bond-Breaker Tape: Polyethylene tape or other plastic tape recommended by sealant manufacturer for preventing sealant from adhering to rigid, inflexible joint-filler materials or joint surfaces at back of joint where such adhesion would result in sealant failure. Provide self-adhesive tape where applicable.

2.6 MISCELLANEOUS MATERIALS

- A. Primer: Material recommended by joint sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.
- B. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials, free of oily residues or other substances capable of staining or harming joint substrates and adjacent nonporous surfaces in any way, and formulated to promote optimum adhesion of sealants with joint substrates.
- C. Masking Tape: Non-staining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine joints indicated to receive joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting joint-sealant performance.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint sealant manufacturer's written instructions and the following requirements:
 - 1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant, including dust, paints (except for permanent, protective coatings tested and approved for sealant adhesion and compatibility by sealant manufacturer), old joint sealants, oil, grease, waterproofing, water repellents, water, surface dirt, and frost.
 - 2. Clean porous joint substrate surfaces by brushing, grinding, blast cleaning, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealants. Remove loose particles remaining from above cleaning operations by vacuuming or blowing out joints with oil-free compressed air. Porous joint surfaces include the following:
 - a. Concrete.
 - b. Masonry.
 - c. Unglazed surfaces of ceramic tile.
 - 3. Remove laitance and form-release agents from concrete.
 - 4. Clean nonporous surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion of joint sealants.
 - a. Metal.

- b. Glass.
- B. Joint Priming: Prime joint substrates where recommended in writing by joint sealant manufacturer, based on preconstruction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.
- C. Masking Tape: Use masking tape where required to prevent contact of sealant with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

3.3 INSTALLATION OF JOINT SEALANTS

- A. General: Comply with joint sealant manufacturer's written installation instructions for products and applications indicated, unless more stringent requirements apply.
- B. Sealant Installation Standard: Comply with recommendations of ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.
- C. Install sealant backings of type indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.
 - 1. Do not leave gaps between ends of sealant backings.
 - 2. Do not stretch, twist, puncture, or tear sealant backings.
 - 3. Remove absorbent sealant backings that have become wet before sealant application and replace them with dry materials.
- D. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and back of joints.
- E. Install sealants by proven techniques to comply with the following and at the same time backings are installed:
 - 1. Place sealants so they directly contact and fully wet joint substrates.
 - 2. Completely fill recesses provided for each joint configuration.
 - 3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.
- F. Tooling of Nonsag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants according to requirements specified below to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.
 - 1. Remove excess sealants from surfaces adjacent to joint.
 - 2. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.
 - 3. Provide concave joint configuration per Figure 5A in ASTM C 1193, unless otherwise indicated.

3.4 CLEANING

- A. Clean off excess sealants or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved in writing by manufacturers of joint sealants and of products in which joints occur.

3.5 PROTECTION

- A. Protect joint sealants during and after curing period from contact with contaminating substances and from damage resulting from construction operations or other causes so sealants are without deterioration or damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out and remove damaged or deteriorated joint sealants immediately so installations with repaired areas are indistinguishable from the original work.

END OF SECTION 07 9200

SECTION 08 4113
ALUMINUM-FRAMED STOREFRONT

PART 1- GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Conditions and Division 1 Specification Sections, apply to this section.

1.2 SUMMARY

- A. Section Includes:
1. "Storefront" Assembly for locations where unbraced span is less than or equal to 13 feet.
- B. Related Sections: Refer to:
1. Division 08 Section "Glazing".

1.3 PERFORMANCE REQUIREMENTS FOR INTERIOR ASSEMBLIES

- A. General Performance: Aluminum-framed systems shall withstand the effects of the following performance requirements without exceeding performance criteria or failure due to defective manufacture, fabrication, installation, or other defects in construction:
1. Movements of supporting structure indicated on Drawings including, but not limited to, story drift and deflection from uniformly distributed and concentrated live loads.
 2. Dimensional tolerances of building frame and other adjacent construction.
 3. Failure includes the following:
 - a. Deflection exceeding specified limits.
 - b. Thermal stresses transferring to building structure.
 - c. Framing members transferring stresses, including those caused by thermal and structural movements to glazing.
 - d. Noise or vibration created by wind and by thermal and structural movements.
 - e. Loosening or weakening of fasteners, attachments, and other components.
- B. Delegated Design: Design aluminum-framed systems, including comprehensive engineering analysis by a qualified professional engineer, using performance requirements and design criteria indicated.
1. Design Factors:
 - a. Not less than 10 psf, but as shown or required by Authorities Having Jurisdiction.
- C. Deflection of Framing Members:
1. Deflection Normal to Wall Plane: L/240 for glass supporting members or 3/4 inch, whichever is less.

2. Deflection Parallel to Glazing Plane:
An amount not exceeding that which reduces glazing bite to less than 75 percent of design dimension and that which reduces edge clearance between framing members and glazing or other fixed components directly below them to less than 1/8 inch and clearance between members and operable units directly below them to less than 1/16 inch.
- D. Structural-Test Performance: Provide aluminum-framed systems tested according to ASTM E 330 as follows:
 1. When tested at 150 percent of positive and negative design pressures, systems, including anchorage, shall not evidence material failures, structural distress, and permanent deformation of main framing members exceeding 0.2 percent of span.
 2. Test Durations: 10 seconds.

1.4 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Shop Drawings: For aluminum-framed systems. Include plans, elevations, sections, details, and attachments to other work.
 1. Include details of provisions for system expansion and contraction and for drainage of moisture in the system to the exterior.
- C. Samples: For each type of exposed finish required.
- D. Other Action Submittals:
 1. Entrance Door Hardware Schedule: Prepared by or under the supervision of supplier, detailing fabrication and assembly of entrance door hardware, as well as procedures and diagrams.
- E. Delegated-Design Submittal: For aluminum-framed systems indicated to comply with performance requirements and design criteria, including analysis data signed and sealed by the qualified professional engineer responsible for their preparation.
- F. Product test reports.
- G. Maintenance data.
- H. Warranties: Sample of special warranties.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: Manufacturer's authorized representative who is trained and approved for installation of units required for this Project.
- B. Testing Agency Qualifications: Qualified according to ASTM E 699 for testing indicated.
- C. Engineering Responsibility: Prepare data for aluminum-framed systems, including Shop Drawings, based on testing and engineering analysis of manufacturer's standard units in systems similar to those indicated for this Project.
- D. Product Options: Information on Drawings and in Specifications establishes requirements for systems' aesthetic effects and performance characteristics. Aesthetic effects are indicated by dimensions,

arrangements, alignment, and profiles of components and assemblies as they relate to sightlines, to one another, and to adjoining construction. Performance characteristics are indicated by criteria subject to verification by one or more methods including preconstruction testing, field testing, and in-service performance.

- E. Accessible Entrances: Comply with applicable provisions in the U.S. Architectural & Transportation Barriers Compliance Board's ADA-ABA Accessibility Guidelines and ICC/ANSI A117.1.
- F. Source Limitations for Aluminum-Framed Systems: Obtain from single source from single manufacturer.
- G. Preinstallation Conference: Conduct conference at Project site.

1.6 WARRANTY

- A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace components of aluminum-framed systems that do not comply with requirements or that fail in materials or workmanship within specified warranty period.
 - 1. Warranty Period: Two years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 DESIGN STANDARD STOREFRONT

- A. Intent is to match the existing system. Contractor shall be responsible for visiting the site to confirm size, profile, finish, color, etc...

2.2 MANUFACTURERS

- A. Acceptable Manufacturers: Subject to compliance with performance requirements and aesthetic requirements as determined by Architect:
 - 1. Kawneer North America; an Alcoa company.
 - 2. Tubelite.
 - 3. United States Aluminum.
 - 4. Oldcastle.

2.3 MATERIALS

- A. Aluminum: Alloy and temper recommended by manufacturer for type of use and finish indicated.
 - 1. Sheet and Plate: ASTM B 209.
 - 2. Extruded Bars, Rods, Profiles, and Tubes: ASTM B 221.
 - 3. Extruded Structural Pipe and Tubes: ASTM B 429.
 - 4. Structural Profiles: ASTM B 308/B 308M.
 - 5. Welding Rods and Bare Electrodes: (if any) AWS A5.10/A5.10M.

- B. Internal Steel Reinforcement: Manufacturer's standard zinc-rich, corrosion-resistant primer, complying with SSPC-PS Guide No. 12.00; applied immediately after surface preparation and pretreatment. Select surface preparation methods according to recommendations in SSPC-SP COM and prepare surfaces according to applicable SSPC standard.
 - 1. Structural Shapes, Plates, and Bars: ASTM A 36.
 - 2. Cold-Rolled Sheet and Strip: ASTM A 1008.
 - 3. Hot-Rolled Sheet and Strip: ASTM A 1011.

2.4 FRAMING SYSTEMS

- A. Framing Members: Manufacturer's standard extruded-aluminum framing members of thickness required and reinforced as required to support imposed loads.
 - 1. Profiles and Glazing Plane:
 - a. Storefront Framing: Match existing system.
 - 2. Glazing System: Retained mechanically with gaskets on four sides.
- B. Brackets and Reinforcements: Manufacturer's standard high-strength aluminum with nonstaining, nonferrous shims for aligning system components.
- C. Fasteners and Accessories: Manufacturer's standard corrosion-resistant, nonstaining, nonbleeding fasteners and accessories compatible with adjacent materials.
 - 1. Use self-locking devices where fasteners are subject to loosening or turning out from thermal and structural movements, wind loads, or vibration.
 - 2. Reinforce members as required to receive fastener threads.
 - 3. Where exposed fasteners are shown on approved Shop Drawings, use exposed fasteners with countersunk Phillips screw heads, fabricated from stainless steel.
- D. Framing System Gaskets and Sealants: Manufacturer's standard, recommended by manufacturer for joint type.

2.5 GLAZING SYSTEMS

- A. Glazing: As specified in Division 08 Section "Glazing."
- B. Glazing Gaskets: Manufacturer's standard compression types; replaceable, molded or extruded, of profile and hardness required to maintain watertight seal.
- C. Spacers and Setting Blocks: Manufacturer's standard elastomeric type.

2.6 ENTRANCE DOOR SYSTEMS

- A. Entrance Doors: Manufacturer's standard glazed entrance doors for manual-swing operation.

1. Door Construction: 1-3/4-inch overall thickness, with minimum 0.125-inch-thick, extruded-aluminum tubular rail and stile members. Mechanically fasten corners with reinforcing brackets that are deeply penetrated and fillet welded or that incorporate concealed tie rods.
2. Door Design: Match existing adjacent doors to remain; but confirm 10-inch bottom stile per ADA requirements.
3. Glazing Stops and Gaskets: Snap-on, extruded-aluminum stops and preformed gaskets.

2.7 ENTRANCE DOOR HARDWARE

- A. General: Provide entrance door hardware as specified for each entrance door to comply with requirements in this Section and Section 08 7100 Hardware.
- B. Weather Stripping: Manufacturer's standard replaceable components.
- C. Silencers: BHMA A156.16, Grade 1.

2.8 ACCESSORY MATERIALS

- A. Bituminous Paint: Cold-applied, asphalt-mastic paint complying with SSPC-Paint 12 requirements except containing no asbestos; formulated for 30-mil thickness per coat.

2.9 FABRICATION

- A. Form or extrude aluminum shapes before finishing.
- B. Weld in concealed locations to greatest extent possible to minimize distortion or discoloration of finish. Remove weld spatter and welding oxides from exposed surfaces by descaling or grinding.
- C. Framing Members, General: Fabricate components that, when assembled, have the following characteristics:
 1. Profiles that are sharp, straight, and free of defects or deformations.
 2. Accurately fitted joints with ends coped or mitered.
 3. Means to drain water passing joints, condensation within framing members, and moisture migrating within the system to exterior.
 4. Physical and thermal isolation of glazing from framing members.
 5. Accommodations for thermal and mechanical movements of glazing and framing to maintain required glazing edge clearances.
 6. Fasteners, anchors, and connection devices that are concealed from view to greatest extent possible.
- D. Mechanically Glazed Framing Members: Fabricate for flush glazing without projecting stops.
- E. Entrance Door Frames: Reinforce as required to support loads imposed by door operation and for installing entrance door hardware.
- F. Entrance Doors: Reinforce doors as required for installing entrance door hardware.

- G. Entrance Door Hardware Installation: Factory install entrance door hardware to the greatest extent possible. Cut, drill, and tap for factory-installed entrance door hardware before applying finishes.
- H. After fabrication, clearly mark components to identify their locations in Project according to Shop Drawings.

2.10 ALUMINUM FINISHES

- A. Match existing finish.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. General:
 - 1. Comply with manufacturer's written instructions.
 - 2. Do not install damaged components.
 - 3. Fit joints to produce hairline joints free of burrs and distortion.
 - 4. Rigidly secure non-movement joints.
 - 5. Install anchors with separators and isolators to prevent metal corrosion and electrolytic deterioration.
 - 6. Seal joints watertight unless otherwise indicated.
- B. Metal Protection:
 - 1. Where aluminum will contact dissimilar metals, protect against galvanic action by painting contact surfaces with primer or applying sealant or tape, or by installing nonconductive spacers as recommended by manufacturer for this purpose.
 - 2. Where aluminum will contact concrete or masonry, protect against corrosion by painting contact surfaces with bituminous paint.
- C. Install components to drain water passing joints, condensation occurring within framing members, and moisture migrating within the system to exterior.
- D. Set continuous sill members and flashing in full sealant bed as specified in Division 07 Section "Joint Sealants" to produce weathertight installation.
- E. Install components plumb and true in alignment with established lines and grades, and without warp or rack.
- F. Install glazing as specified in Division 08 Section "Glazing."
- G. Entrance Doors: Install doors to produce smooth operation and tight fit at contact points.
 - 1. Exterior Doors: Install to produce weathertight enclosure and tight fit at weather stripping.
 - 2. Field-Installed Entrance Door Hardware: Install surface-mounted entrance door hardware according to entrance door hardware manufacturers' written instructions using concealed fasteners to greatest extent possible.

END OF SECTION 08 4113

SECTION 08 8000 GLAZING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SECTION INCLUDES

- A. Glass and glazing for interior and exterior windows and doors.

1.3 REFERENCES

- A. ANSI Z97.1 – Safety Performance Specifications and Methods of Test for Safety Glazing Used in Buildings.
- B. ASTM C1036 – Flat Glass.
- C. ASTM C1048 – Heat-Treated Flat Glass – Kind HS, Kind FT Coated and Uncoated Glass.
- D. FGMA – Glazing Manual.
- E. FGMA – Sealant Manual.
- F. Laminators Safety Glass Association – Standards manual.

1.4 PERFORMANCE REQUIREMENTS

- A. Glass and glazing materials of this Section shall provide continuity of enclosure, sound, vapor and air barrier.
- B. Size glass to withstand dead loads and positive and negative live loads acting normal to plane of glass as calculated in accordance with governing code, as measured in accordance with ANSI/ASTM E330.
- B. Limit glass deflection to 1/200 or flexure limit of glass with full recovery of glazing materials, whichever is less.

1.5 SUBMITTALS

- A. Submit under provisions of Section 01 3300.
- B. Product Data on Glass Types Specified: Provide structural, physical and environmental characteristics, size limitations, special handling or installation requirements.
- C. Product Data on Glazing Compounds: Provide chemical, functional, and environmental characteristics, limitations, special application requirements. Identify available colors.
- D. Manufacturer's Installation Instructions: Indicate special precautions required.
- E. Samples of each type of glass used on the project, approximately 12 inches by 12 inches in size.

1.6 QUALITY ASSURANCE

- A. Perform Work in accordance with FGMA Glazing Manual, FGMA Sealant Manual, and Laminators Safety Glass Association – Standards Manual for glazing installation methods.
- B. Safety Glazing Standard: Where safety glass is indicated or required by Authorities Having Jurisdiction, provide type of products indicated which comply with ANSI Z 97.1 and testing requirements of 16 CFR Part 1201 for category II materials.

- C. Single Source Responsibility for Materials: To ensure consistent quality of appearance and performance, provide materials produced by a single manufacturer for each kind and condition of material indicated.

1.7 ENVIRONMENTAL REQUIREMENTS

- A. Maintain room ambient temperature before, during and 24 hours after installation of glazing compounds.

1.8 FIELD MEASUREMENTS

- A. Verify that field measurements are as indicated on Shop Drawings.

1.9 COORDINATION

- A. Coordinate the Work with glazing frames, wall openings, and perimeter air and vapor seal to adjacent Work.

1.10 WARRANTY

- A. Provide ten year manufacturer's warranty.
- B. Warranty: Include coverage for delamination of laminated glass and replacement of same.

PART 2 - PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS – (FLOAT and HEAT-TREATED GLASS MATERIALS) ARE:

- A. AFGD Glass
- B. Guardian Industries
- C. PPG Industries
- D. Viracon
- E. Interpane

2.2 FLAT GLASS MATERIALS

- A. Float Glass: Clear, ¼ inch thick, minimum.
- B. Safety Glass: Clear fully tempered and laminated with .060 inch plastic interlayer; conforming to ANSI Z97.1; ¼ inch nominal overall thickness.

2.3 ACCEPTABLE GLAZING COMPOUNDS

- A. Butyl Sealant: FS TT-S-001657; Shore A hardness of 10-20 black color; non-skinning.
- B. Polyurethane Sealant: FS TT-S-00230, Type II –non-sag, Class A; single component; harness range 20 to 35.
- C. Silicone Sealant: Single component, chemical curing; capable of water immersion without loss of properties; non-bleeding, non-staining; cured Shore A hardness of 15-25; color as selected by Architect-Engineer.

2.4 GLAZING ACCESSORIES

- A. Setting Blocks: Neoprene, 80-90 Shore A durometer hardness, length of 0.1 inch for each square foot of glazing or minimum 4 inch x width of glazing rabbet space minus 1/16 inch x height to suit glazing method and pane weight and area.
- B. Spacer Shims: Neoprene, 50-60 Shore A durometer hardness, minimum 3 inch long x one half the height of the glazing stop x thickness to suit application, self adhesive on one face.

- C. Glazing Tape: Preformed butyl compound with integral resilient tube spacing device; 10-15 Shore A durometer hardness; coiled on release paper; black color.
- D. Glazing Splines: Resilient polyvinyl chloride extruded shape to suit glazing channel retaining slot; color as selected by Architect-Engineer.
- E. Glazing Clips: Manufacturer's standard type.

2.5 GLASS PRODUCTS, GENERAL

- A. Primary Glass Standard: Provide primary glass which complies with ASTM C 1036 requirements, including those indicated by reference to type, class, quality, and if applicable, form, finish, mesh and pattern.
- B. Heat-Treated Glass Standard: Provide heat-treated glass which complies with ASTM C 1048 requirements, including those indicated by reference to kind, condition, type, quality, class and if applicable, form, finish and pattern.
- C. Sizes: Fabricate glass to sizes required for glazing openings indicated, with edge clearances and tolerances complying with recommendations of glass manufacturer.

2.6 PRIMARY GLASS PRODUCTS

- A. Clear Float Glass: Type I (transparent glass, flat), Class I (clear), Quality q3 (glazing select).

2.7 HEAT-TREATED GLASS PRODUCTS

- A. Manufacturing Process: Manufacturer heat-treated glass by horizontal (roller hearth) process with roll wave distortion parallel with bottom edge of glass as installed.
- B. Uncoated Clear Heat-Treated Float Glass: Condition A (uncoated surfaces), Type I (transparent glass, flat), Class I (clear), Quality q3 (glazing select), Kinds FT (fully tempered) and HS (heat strengthened).

2.8 SAFETY GLASS PRODUCTS

- A. Clear Fully tempered and laminated with 0.60 inch thick polyvinyl butyl interlayer; conforming to ANSI Z 97.1; ¼ inch thick nominal.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify prepared openings.
- B. Verify that openings for glazing are correctly sized and within tolerance.
- C. Verify that surfaces of glazing channels or recesses are clean, free of obstructions and ready to receive glazing.

3.2 PREPARATION

- A. Clean contact surfaces with solvent and wipe dry.
- B. Seal porous glazing channels or recesses with substrate compatible primer or sealer.
- C. Prime surfaces scheduled to receive sealant as required.

3.3 DRY METHOD (PREFORMED GLAZING)

- A. Cut glazing tape to length; install on glazing pane. Seal corners by butting tape and sealing junctions with butyl sealant.
- B. Place setting blocks at ¼ points with edge block no more than 6 inches

- from corners.
- C. Rest glazing on setting blocks and push against fixed stop with sufficient pressure to attain full contact.
 - D. Install removable stops without displacing glazing tape. Exert pressure for full continuous contact.
 - E. Trim protruding tape edge as required.

3.4 WET/DRY METHOD (PREFORMED TAPE AND SEALANT)

- A. Cut glazing tape to length and set against stops, 3/16 inch below sight line. Seal corners by butting tape and dabbing with butyl sealant.
- B. Apply heel bead of butyl sealant along intersection of permanent stop with frame to complete the continuity of the air and vapor seal.
- C. Place setting blocks and push against tape and heel bead of sealant with sufficient pressure to attain full contact at perimeter of pane or glass unit.
- D. Rest glazing on setting blocks and push against tape and heel bead of sealant with sufficient pressure to attain full contact at perimeter of pane or glass unit.
- E. Install removable stops, with spacer strips inserted between glazing and applied stops, ¼ inch below sight line. Place glazing tape on glazing pane or unit with tape ¼ inch below sight line.
- F. Fill gap between glazing and stop with sealant to depth equal to bite of frame on glazing, but not more than 3/8 inch below sight line.
- G. Apply cap bead of sealant along void between the stop and the glazing, to uniform line, flush with sight line. Tool or wipe sealant surface smooth.

3.5 QUALITY CONTROL

- A. Field inspection will be performed under provisions of Section 01 4000.
- B. Inspection will monitor quality of glazing.

3.7 CLEANING

- A. Remove glazing materials from finish surfaces.
- B. Remove labels after work is complete.
- C. Clean glass of all dirt, grease, smudges, and other distractions.

3.8 PROTECTION OF FINISHED WORK

- A. Protect finished work under provisions of Section 01 5000.
- B. After installation, mark pane with an 'X' by using removable plastic tape or paste.

END OF SECTION 08 8000

**SECTION 09 6813
TILE CARPETING**

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes modular, fusion-bonded "walk-off" carpet tile mats.

1.3 SUBMITTALS

- A. Product Data: For each type of product indicated. Include manufacturer's written data on physical characteristics, durability, and fade resistance. Include installation recommendations for each type of substrate.
- B. Samples: For each of the following products and for each color and texture required. Label each Sample with manufacturer's name, material description, color, pattern, and designation indicated on Drawings and in schedules.
 - 1. Carpet Tile: Full-size Sample.
 - 2. Exposed Edge, Transition, and other Accessory Stripping: 12-inch-long Samples.
- C. Product Schedule: For carpet tile. Use same designations indicated on Drawings.
- D. Product Test Reports: Based on evaluation of comprehensive tests performed by a qualified testing agency.
- E. Maintenance Data: For carpet tiles to include in maintenance manuals. Include the following:
 - 1. Methods for maintaining carpet tile, including cleaning and stain-removal products and procedures and manufacturer's recommended maintenance schedule.
 - 2. Precautions for cleaning materials and methods that could be detrimental to carpet tile.
- F. Warranty: Special warranty specified in this Section.

1.4 QUALITY ASSURANCE

- A. Installer Qualifications: An experienced installer who is certified by the Floor Covering Installation Board or who can demonstrate compliance with its certification program requirements.
- B. Fire-Test-Response Characteristics: Provide products with the critical radiant flux classification indicated in Part 2, as determined by testing identical products per ASTM E 648 by an independent testing and inspecting agency acceptable to authorities having jurisdiction.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Comply with CRI 104, Section 5, "Storage and Handling."

1.6 PROJECT CONDITIONS

- A. Comply with CRI 104, Section 7.2, "Site Conditions; Temperature and Humidity" and Section 7.12, "Ventilation."
- B. Environmental Limitations: Do not install carpet tiles until wet work in spaces is complete and dry, and ambient temperature and humidity conditions are maintained at the levels indicated for Project when occupied for its intended use.
- C. Do not install carpet tiles over concrete slabs until slabs have cured and are sufficiently dry to bond with adhesive and concrete slabs have pH range recommended by carpet tile manufacturer.
- D. Where demountable partitions or other items are indicated for installation on top of carpet tiles, install carpet tiles before installing these items.

1.7 WARRANTY

- A. Special Warranty for Carpet Tiles: Manufacturer's standard form in which manufacturer agrees to repair or replace components of carpet tile installation that fail in materials or workmanship within specified warranty period.
 - 1. Warranty does not include deterioration or failure of carpet tile due to unusual traffic, failure of substrate, vandalism, or abuse.
 - 2. Failures include, but are not limited to, more than 5 percent loss of face fiber, edge raveling, snags, runs, loss of tuft bind strength, dimensional stability, excess static discharge, and delamination.
 - 3. Warranty Period: 10 years from date of Final Completion.

1.8 EXTRA MATERIALS

- A. Furnish extra materials described below, before installation begins, that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 - 1. Carpet Tile: Full-size units equal to 5 percent of amount installed for each type indicated, but not less than 10 sq. yd. or one full box. Partial boxes are not acceptable.

PART 2 - PRODUCTS

2.1 CARPET TILE AND WALK-OFF MAT

- A. Design Standards are indicated on the drawings, subject to compliance with requirements.

2.2 INSTALLATION ACCESSORIES

- A. Trowelable Leveling and Patching Compounds: Latex-modified, hydraulic-cement-based formulation provided or recommended by carpet tile manufacturer.
- B. Adhesives: Water-resistant, mildew-resistant, non-staining, pressure-sensitive type to suit products and subfloor conditions indicated, that complies with flammability requirements for installed carpet tile and is recommended by carpet tile manufacturer for releasable installation.

1. VOC Limits: Provide adhesives with VOC content complying with limits established by the Authority Having Jurisdiction.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for maximum moisture content, alkalinity range, installation tolerances, and other conditions affecting carpet tile performance. Examine carpet tile for type, color, pattern, and potential defects.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. General: Comply with CRI 104, Section 6.2, "Site Conditions; Floor Preparation," and with carpet tile manufacturer's written installation instructions for preparing substrates indicated to receive carpet tile installation.
- B. Use trowelable leveling and patching compounds, according to manufacturer's written instructions, to fill cracks, holes, depressions, and protrusions in substrates. Fill or level cracks, holes and depressions 1/16 inch wide or wider and protrusions more than 1/32 inch, unless more stringent requirements are required by manufacturer's written instructions.
- C. Remove coatings, including curing compounds, and other substances that are incompatible with adhesives and that contain soap, wax, oil, or silicone, without using solvents. Use mechanical methods recommended in writing by carpet tile manufacturer.
- D. Clean metal substrates of grease, oil, soil and rust, and prime if directed by adhesive manufacturer. Rough sand painted metal surfaces and remove loose paint. Sand aluminum surfaces, to remove metal oxides, immediately before applying adhesive.
- E. Broom and vacuum clean substrates to be covered immediately before installing carpet tile.

3.3 INSTALLATION

- A. General: Comply with CRI 104, Section 14, "Carpet Modules," and with carpet tile manufacturer's written installation instructions.
- B. Installation Method: As recommended in writing by carpet tile manufacturer.
- C. Maintain dye lot integrity. Do not mix dye lots in same area.
- D. Cut and fit carpet tile to butt tightly to vertical surfaces, permanent fixtures, and built-in furniture including cabinets, pipes, outlets, edgings, and thresholds. Bind or seal cut edges as recommended by carpet tile manufacturer.
- E. Extend carpet tile into toe spaces, door reveals, closets, open-bottomed obstructions, removable flanges, alcoves, and similar openings.

- F. Maintain reference markers, holes, and openings that are in place or marked for future cutting by repeating on finish flooring as marked on subfloor. Use nonpermanent, non-staining marking device.
- G. Install pattern parallel to walls and borders.

3.4 CLEANING AND PROTECTION

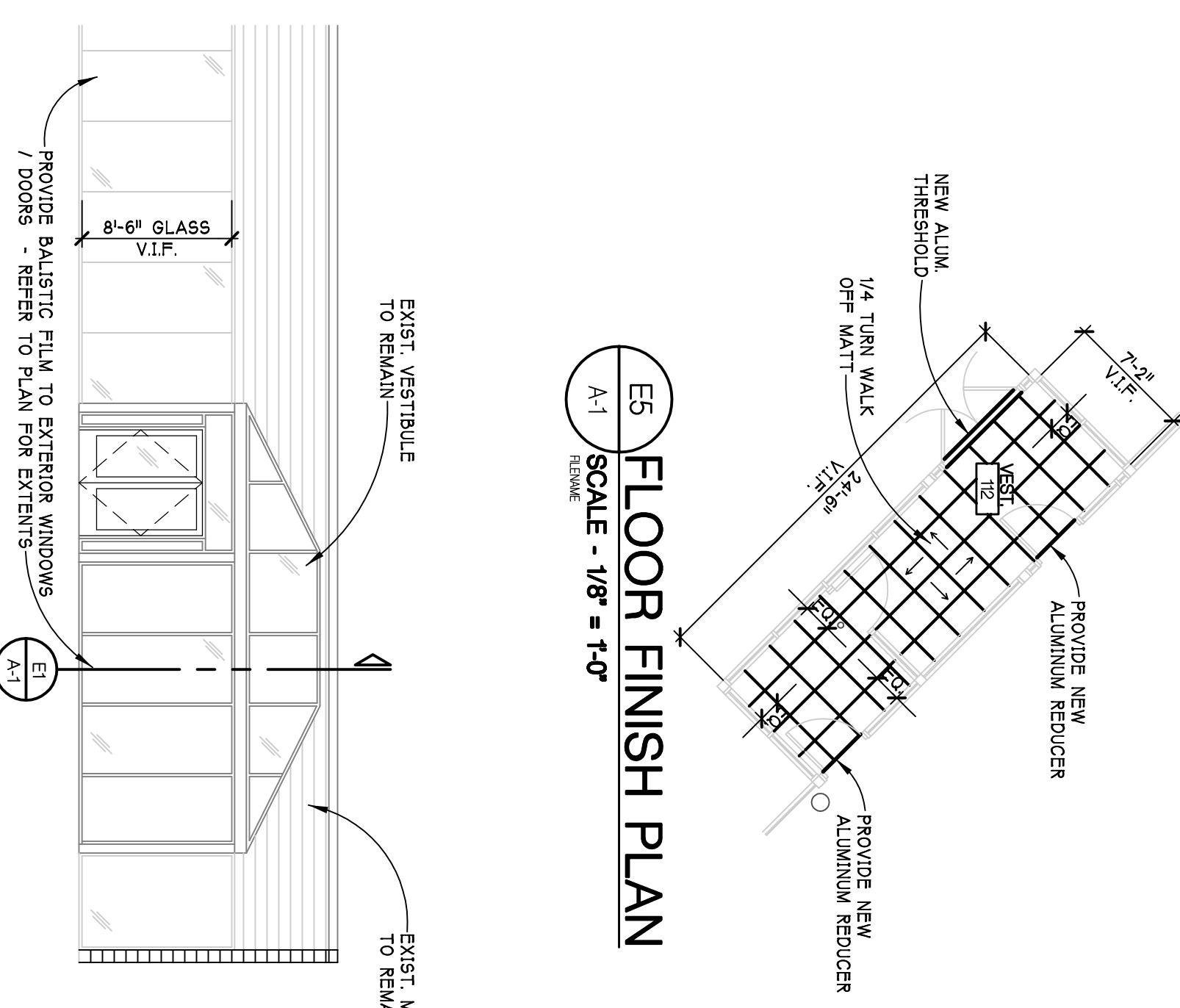
- A. Perform the following operations immediately after installing carpet tile:
 - 1. Remove excess adhesive, seam sealer, and other surface blemishes using cleaner recommended by carpet tile manufacturer.
 - 2. Remove yarns that protrude from carpet tile surface.
 - 3. Vacuum carpet tile using commercial machine with face-beater element.
- B. Protect installed carpet tile to comply with CRI 104, Section 16, "Protection of Indoor Installations."
- C. Protect carpet tile against damage from construction operations and placement of equipment and fixtures during the remainder of construction period. Use protection methods indicated or recommended in writing by carpet tile manufacturer.

END OF SECTION 09 6813

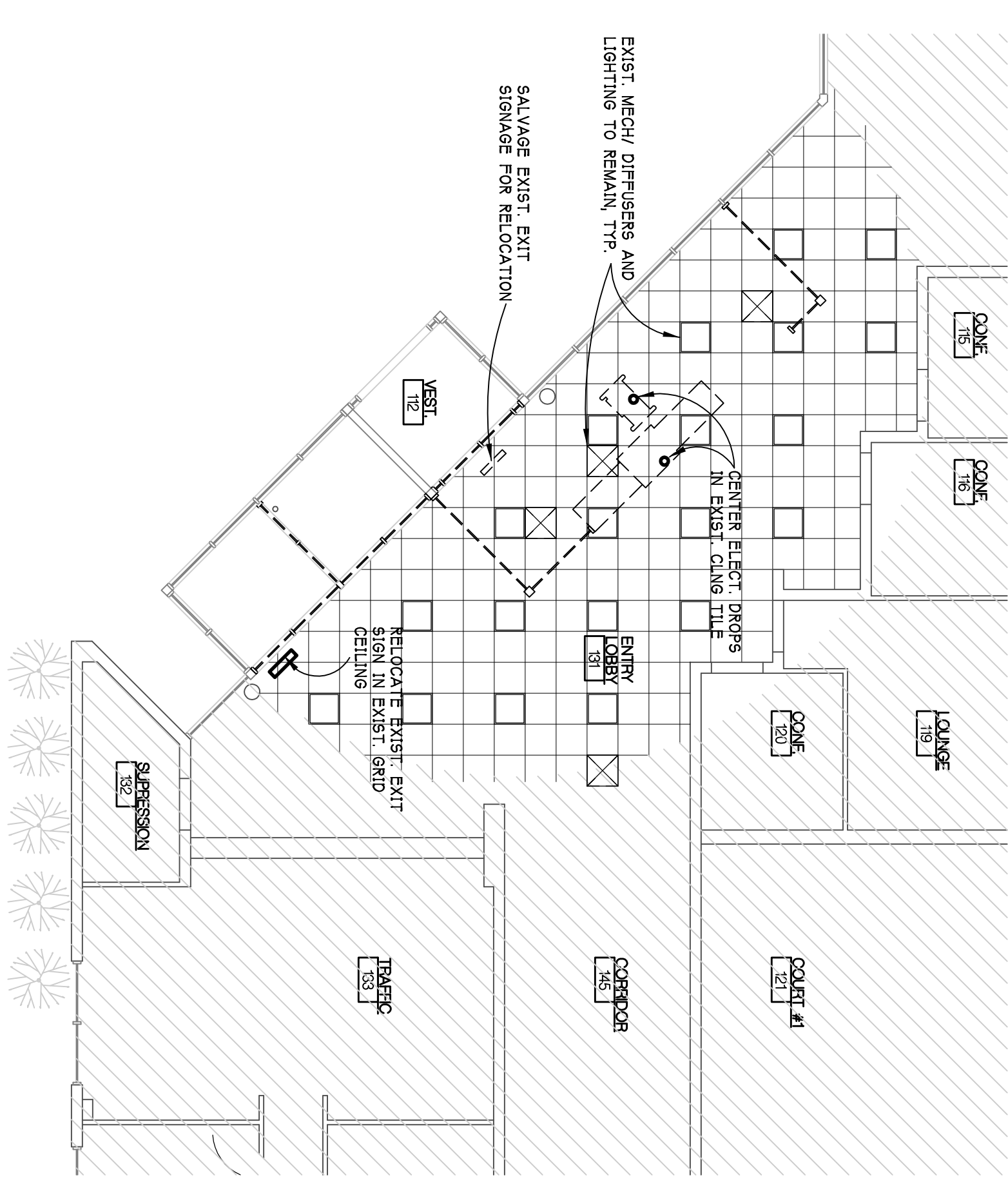
- GENERAL NOTES:
1. ALL PAINTING TO BE SHERWIN WILLIAMS PROMAR 200 OR EQUIVALENT.
 2. BALLISTIC FILM BASIS OF DESIGN TO BE 3M SAFETY FILM. SECURITY SERIES. CONFORM WITH ANSI IMPACT RESISTANCE STANDARD FOR SMALL MISSILE #1.

- ELECTRICAL GENERAL NOTES:
1. ELECTRICAL DROPS TO BE PROVIDED BY OWNERS CONTRACTOR AND NOT IN THIS CONTRACT.
 2. INSTALL EQUIPMENT AND MATERIALS IN COMPLIANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) LIFE SAFETY CODE (NFPA-70) MICHIGAN ELECTRIC CODE LOCAL CODES. ALL ELECTRICAL CONSTRUCTION STANDARDS AND SPECIFICATIONS POSTED ONLINE AND MANUFACTURERS' INSTRUCTIONS, AND ALL GENERAL SPECIFICATIONS OF THIS PROJECT.
 3. LICENSED JOURNEYMAN OR REGISTERED APPRENTICE ELECTRICIANS SHALL PERFORM ELECTRICAL WORK. THE NUMBER OF APPRENTICES ON A PROJECT SHALL NOT EXCEED THE NUMBER OF JOURNEYMEN.
 7. COORDINATE WORK WITH THE OTHER TRADES TO ENSURE A SAFE WORKING SPACE AROUND ELECTRICAL EQUIPMENT AND MATERIALS ACCESS TO EQUIPMENT REQUIRING MAINTENANCE.
 8. CONDUITS SHALL BE ELECTRICAL METALLIC TUBING (EMT) UNLESS OTHERWISE SPECIFIED. ALL FITTINGS AND PARTS SHALL BE LISTED AND APPROVED BY THE NATIONAL FIRE PROHIBITED.
 9. POWER WIRING TO BE COPPER THRU/THIN MINIMUM SIZE #12 AWG.
 10. OUTLET BOXES SHALL BE A MINIMUM OF 2 1/8" DEEP.
 11. GFCI RECEPTACLES SHALL NOT FEED DOWNSTREAM DEVICES. EACH GFCI DEVICE REQUIRED SHALL BE RESET AT THE DEVICE.
 12. PROVIDE TWO (2) SETS OF AS-BUILT DRAWINGS AT THE COMPLETION OF THE WORK REFLECTING ALL CHANGES AND ADDITIONS FROM THE BID AND CONSTRUCTION DOCUMENTS FOR PERMANENT RECORD.

E5 FLOOR FINISH PLAN
 SCALE - 1/8" = 1'-0"
 A-1 REVISION

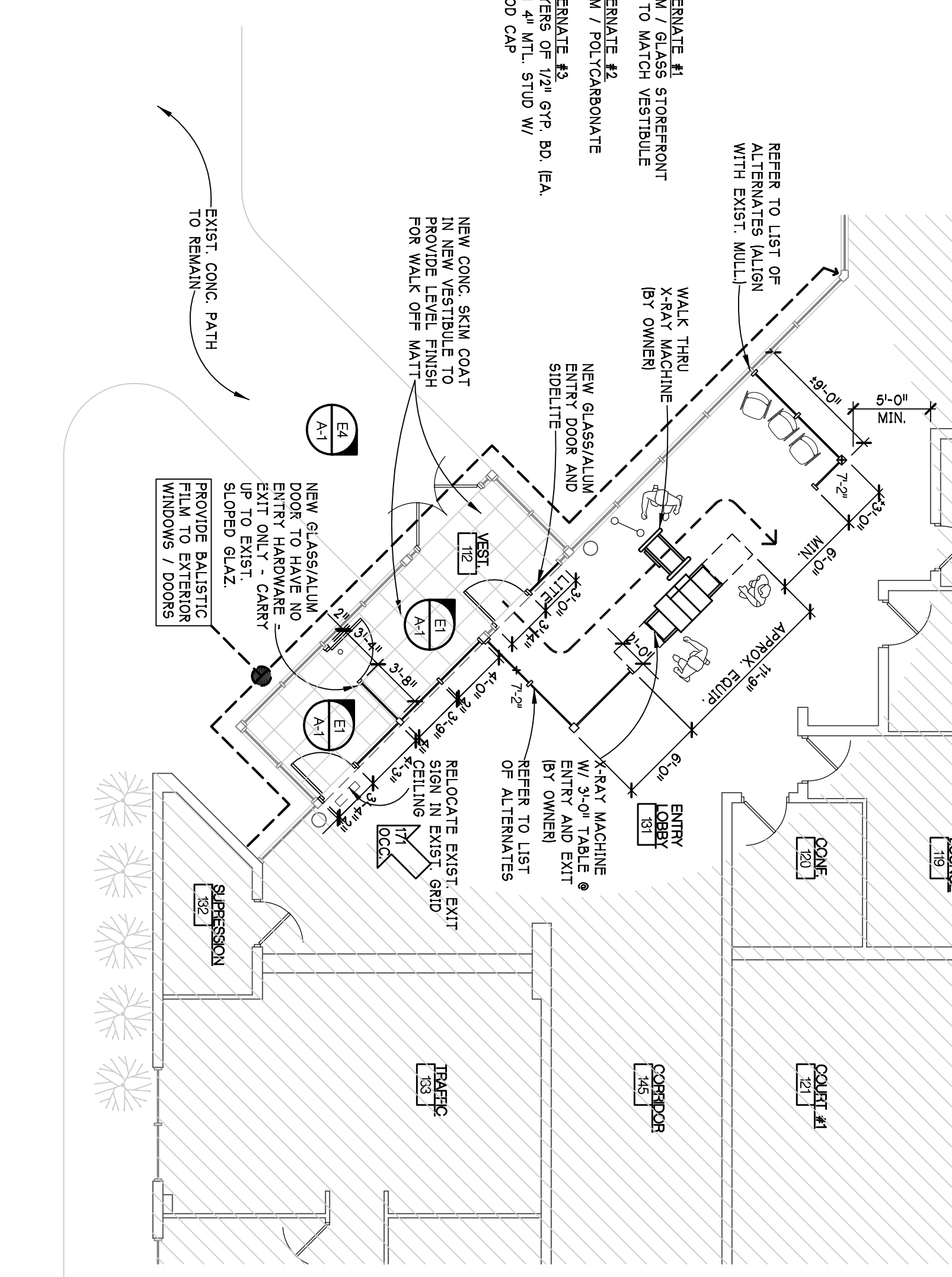


E4 FLOOR FINISH PLAN
 SCALE - 1/8" = 1'-0"
 A-1 REVISION

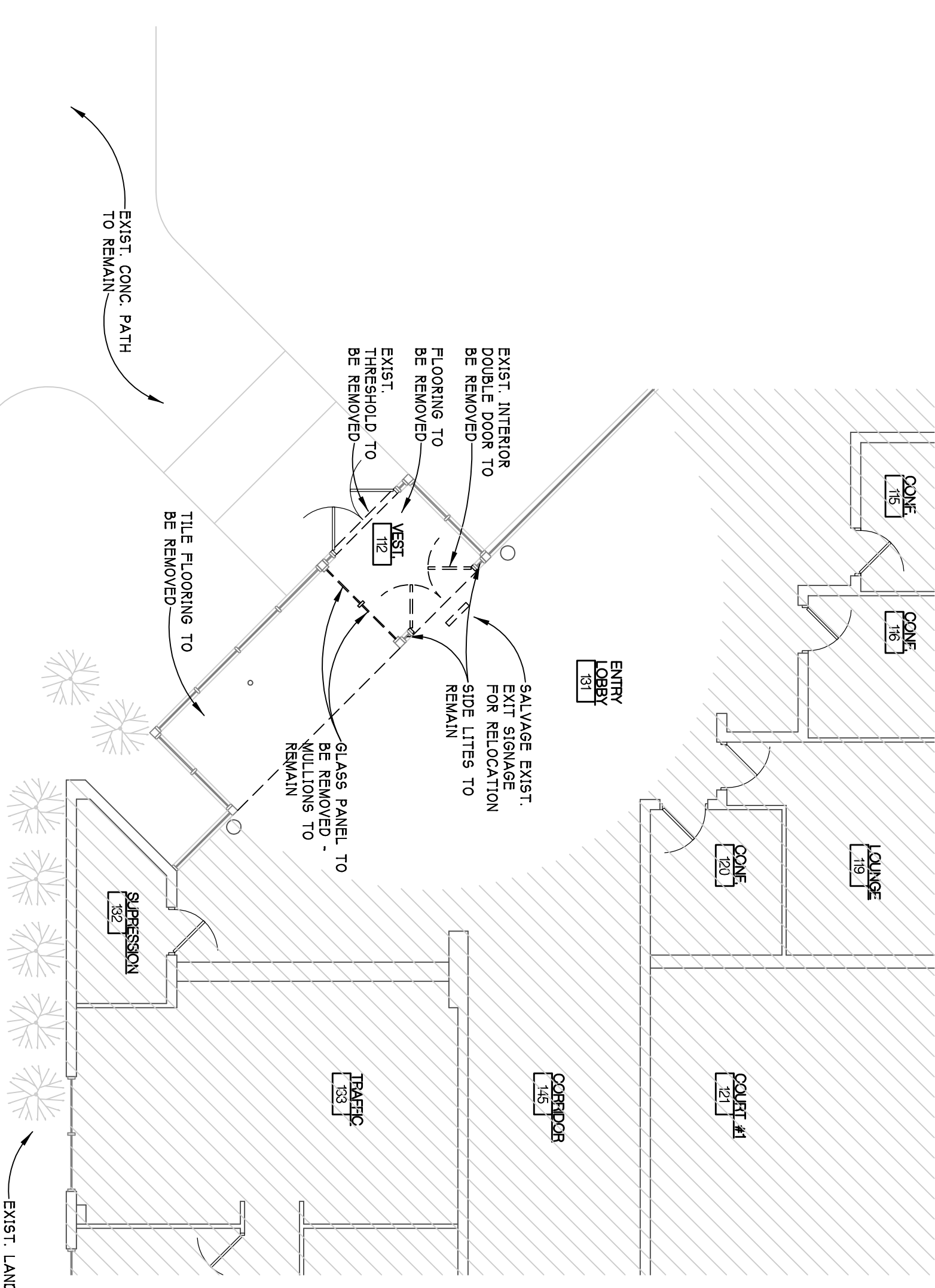


E1 REFLECTED CEILING PLAN
 SCALE - 1/8" = 1'-0"
 A-1 REVISION

B4 FLOOR PLAN
 SCALE - 1/8" = 1'-0"
 A-1 REVISION



B1 DEMOLITION PLAN
 SCALE - 1/8" = 1'-0"
 A-1 REVISION



B1 DEMOLITION PLAN
 SCALE - 1/8" = 1'-0"
 A-1 REVISION

BIDS	12-08-17
OWNER REVIEW	10-6-17
OWNER REVIEW	10-4-17
OWNER REVIEW	6-16-17
OWNER REVIEW	4-27-17
DATE ISSUED	
DRAWN BY	
CHECKED BY	

HOBBS + BLACK ARCHITECTS
 100 N. State St.
 Ann Arbor, MI 48104
 P.734.663.4189
 www.hobbs-black.com

PROJECT: _____

CONSULTANT: _____

ARCHITECTURAL DEMOLITION & FLOOR PLANS

SHEET TITLE: _____

17-301

PROJECT NUMBER: _____

A-1

SHEET NUMBER: _____

BIDS	12-08-17
OWNER REVIEW	10-6-17
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PROJECT

CONSULTANT

ARCHITECTURAL
 ELEVATIONS
 & SECTIONS

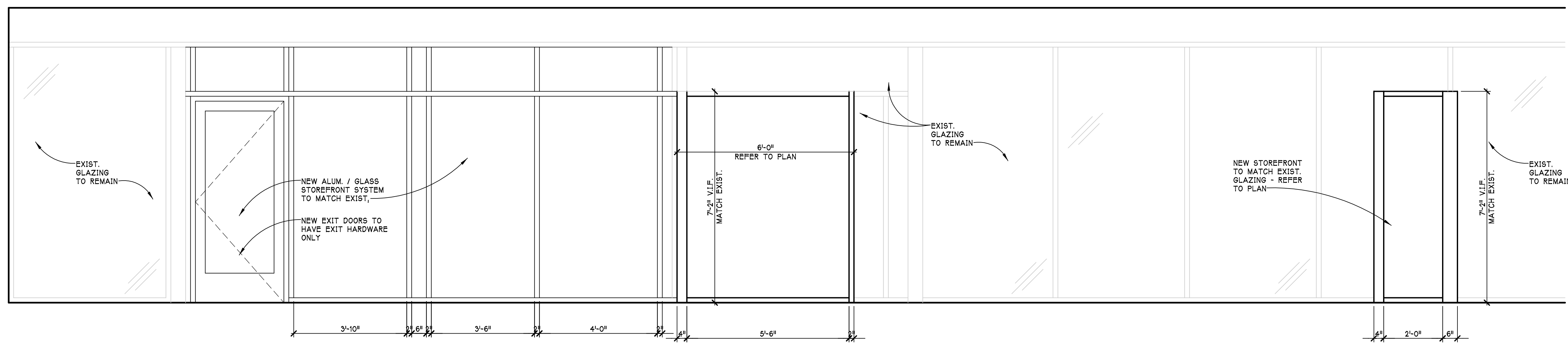
SHEET TITLE

17-301

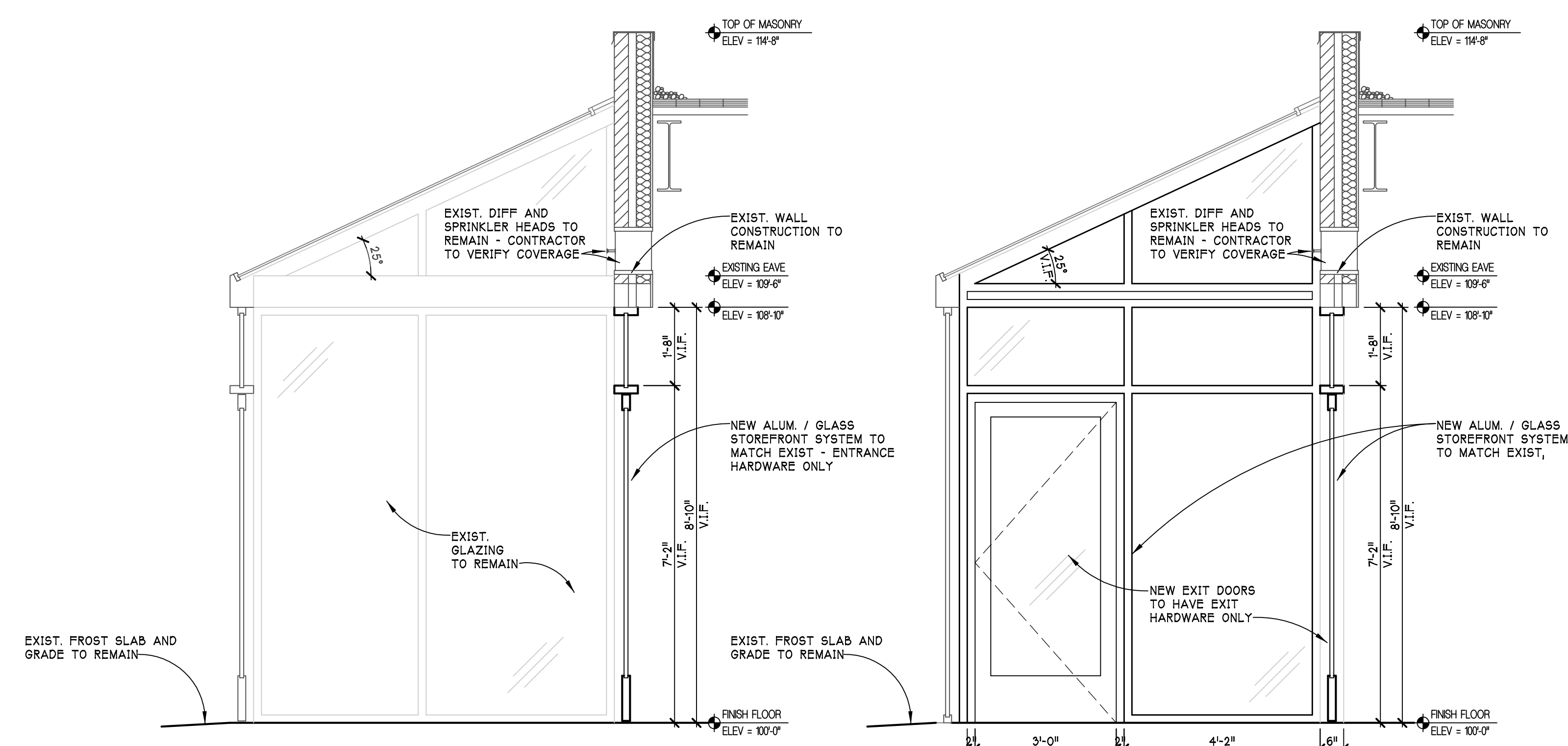
PROJECT NUMBER

A-2

SHEET NUMBER



B4
STOREFRONT ELEVATION
 SCALE - 1/2" = 1'-0"
 FLENAME



D1
STOREFRONT SECTION
 SCALE - 1/2" = 1'-0"
 FLENAME

B1
STOREFRONT ELEVATION
 SCALE - 1/2" = 1'-0"
 FLENAME

Drawing: P:\2017\17301\Drawings\CD\Arch\A-2.dwg
 Date: Dec 06, 2017, 11:13:56am
 Layout: A-2
 Plotted by: jpream

Supervisor
BRENDA L. STUMBO
Clerk
KAREN LOVEJOY ROE
Treasurer
LARRY J. DOE
Trustees
STAN ELDRIDGE
HEATHER ROE
MONICA ROSS-
WILLIAMS
JIMMIE WILSON, JR.



Charter Township of Ypsilanti
Residential Services Division

7200 S. Huron River Drive
Ypsilanti, MI 48197
Phone: (734) 484.0073
Fax: (734)544.3501

www.ytown.org

MEMORANDUM

TO: Ypsilanti Township Board of Trustees
FROM: Wayne Dudley – Residential Services Department
DATE: December 11, 2017

RE: Approval & acceptance of the bid from Corrigan Oil Corp in the amount \$30,030.00 for the Fuel management System paid out of expense line item 595-595-000-971-008

On Tuesday, August 15, 2017 the Ypsilanti Township Board of Trustees authorized that the Residential Services Department distribute “Request for Proposals Fuel Management System” through the Michigan Intergovernmental Trade Network (MITN) and was posted to the Township website, ytown.org.

Sealed bids were received and read publicly aloud on December 6th. Four vendors attended the pre-bid walk thru, and 3 bids were received as a result.

We are recommending Corrigan’s bid as it includes to provide, install, implement, train and support an automated Fuel Cloud management and accounting system at both the Civic & Community Center; fuel cloud box at both locations, re-commission the Civic tanks, de-commission & dismantle the FLP tanks, replace the dismantled fueling station at Civic with new, and soil testing of Civic site.

It is important to note that this does not include...\$140 recurring monthly costs, power needed to pumps, permits, and excavation if soil at Civic is contaminated, asphalt replacement from removal of the old Civic fueling station, and possible \$2000.00 credit from sale of tanks from FLP to Corrigan.

Two other vendor bids were received;

#1 Mercer approx. \$64K – this was an on premise Fuel Master System that required connections to our network and involved a card reader system. It included using our existing pumps, there was an additional cost of \$4250.00 to convert one of the gas tanks to diesel at Civic.

#2a Oscar W. Larson approx. \$52.5K - this was an on premise Fuel Master System that required connections to our network and involved a card reader system. Using existing pumps, conduit, and wiring to existing pumps & fuel management systems; and did not include demo of existing pad or pump at Civic or de-commissioning of FLP.

#2b Oscar W. Larson approx. \$31K – similar to Corrigan’s Fuel Cloud system, but using existing pumps, conduit, and wiring to existing pumps & fuel management systems; and did not include demo of existing pad or pump at Civic or de-commissioning of FLP.

Respectfully,
Wayne Dudley
Public Service Superintendent

Copy



775 N. Second • Brighton, MI 48116
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INDUSTRIAL & AUTOMOTIVE • LUBRICANTS • HOME HEATING OILS • DIESEL • KEROSENE • GASOLINE • DEF • PROPANE

December 6, 2017

Charter Township of Ypsilanti
ATTN: Wayne Dudley
7200 S. Huron River Drive
Ypsilanti, MI 48197

Dear Wayne:

Corrigan appreciates the opportunity to service you. We are pleased to offer you the following proposal for a new fuel management system and related services.

This response was drafted to give you flexibility in deciding what services and options you need while answering all of the functionality requirements of your RFP. We are willing to discuss work on any parts of this response separate from the complete set of services. You can review and decide which options you need.

The fuel management system we are recommending is different than traditional card lock fueling systems. Traditional card lock systems generally require large expenditures to install and power fiberoptic lines. In addition, separate management software is usually required to be run on your network and typically will use proprietary cards or keys which then must be programmed and setup. When cards or keys are lost, an additional cost to replace them is incurred. These systems consume valuable IT resources and personnel which require active support to maintain.

The FuelCloud management system uses smartphone technology and cloud services. It does not require connection to your system or network other than internet access. The innovative technology FuelCloud offers renders proximity/RFID cards obsolete; therefore, there is no need for expensive electrical work to run wires back to your system. Users have the ability to access your information from any location and add users, vehicles, tanks and locations as needed. With the authentication information on the FuelCloud website, there is no synchronization delay in communication to the remote fueling station, thus producing live data on the cloud environment.

Corrigan Oil Company is a 59-year-old private family-owned business headquartered in Michigan. We have over 400 vehicles on the road stemming from 11 Michigan and Ohio offices. Our fleet is owned, operated and maintained by company staff. Our on-site dispatch group operates 24/7. We are currently the only fuel vendor in the state of Michigan to obtain ISO9001/TS29001. We have continued to exceed the expectations of our customers in areas such as installation, construction, maintenance, service and supply contracts. We currently service municipalities, corporations, family-owned businesses and individuals and are known to them as a strong and reliable partner. We are looking forward to answering any questions or concerns and earning your business.

Regards,

Stacey Macek
smacek@corriganoil.com
(810) 494-2161



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December 6, 2017

Charter Township of Ypsilanti
ATTN: Wayne Dudley
7200 S. Huron River Drive
Ypsilanti, MI 48197

Dear Wayne:

Corrigan appreciates the opportunity to service you. We are pleased to offer you the following fee proposal for a new fuel management system and related services.

Site #1 – 9075 S. Huron River Drive (Ford Lake Park)

<u>SERVICE 1: OPTION A:</u>	<u>PRICE</u>
Relocation of (2) 1000 gallon tanks	
Truck and trailer (\$105.00/hour for a minimum of 6 hours)	\$ 630.00
Service truck (daily rental)	\$ 150.00
Skytrack (daily rental)	\$ 150.00
Labor (2 men @ \$75.00/hour each for a minimum of 6 hours)	\$1,950.00
Pump out fuel from tanks (first hour)	\$ 200.00
Additional hours: \$150.00/hour (portal to portal)	TBD
Disposal or relocation of fuel (\$1.00/gallon)	TBD

<u>SERVICE 1: OPTION B:</u>	<u>PRICE</u>
Remove and sell (2) 1000 gallon tanks	
Purchase of tanks by Corrigan Oil Co No II (all labor included)	(\$2,000.00)
Pump out fuel from tanks (first hour)	\$ 200.00
Additional hours: \$150.00/hour (portal to portal)	TBD
Disposal or relocation of fuel (\$1.00/gallon)	TBD

<u>SERVICE 2:</u>	<u>PRICE</u>
Cut bollards flush and remove from site	\$1,650.00



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Site #2 – 7200 S. Huron River Drive

SERVICE 1:	PRICE
Fuel Management System	
FuelCloud Box with lockable metal cabinet for ULSD and Gasoline	\$2,400.00
CloudLink Box	\$ 850.00
Installation parts (flat fee)**	\$1,717.00
Installation labor (flat fee)**	\$1,225.00
Emergency stop (if not currently available on site)	\$ 718.00
Trip charge	\$ 150.00
OPTIONAL ADD-ON	
Heated NEMA Enclosure with iPad and case	\$1,137.47

SERVICE 2:	PRICE
Set-up and pipe tanks	
Installation parts	\$9,630.40
Installation labor (2 men @ \$75/hour each for a minimum of 8 hours)	\$1,200.00
Service truck (daily rental)	\$ 150.00
To include: remote ground level fills with spill box, new pumps, hoses, filters, nozzles with high hose retrievers and all piping.	

SERVICE 3:	PRICE
Fuel island removal and reclamation	
Fuel island and underground piping removal	\$3,560.00
Soil testing for clean closure with no contamination found	\$1,800.00
If contamination is found:	
Excavator @ \$140.00/hour	TBD
Loader @ \$110.00/hour	TBD
Ground man @ \$75.00/hour each	TBD
Trucking @ \$140.00/hour	TBD
Contaminated soil disposal @ \$47.00/ton	TBD
Project manager @ \$110/hour	TBD
State reporting to be done by Innovative Environmental Solutions	TBD
Asphalt replacement @ \$7.50/sq ft	TBD



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Site #3 – 1775 E. Clark Road

SERVICE 1:	PRICE
FuelCloud Box with lockable metal cabinet for ULSD	\$2,400.00
Installation parts (flat fee)	\$ 611.50
Installation labor (flat fee)	\$ 375.00
Emergency stop (if not currently available on site)	\$ 718.00
Trip charge	\$ 150.00
OPTIONAL ADD-ON	
Heated NEMA Enclosure with iPad and case	\$1,137.47

TERMS OF SERVICE

Quote pricing dependent upon electricity being available at pump locations at all sites.
 Emergency stop must be located 20 to 100 feet away from point of dispensing.
 Monthly wireless fee of \$75.00 per month for one unit or \$70 per month per unit for 2-3 units to be paid to FuelCloud directly (includes iPad data package). FuelCloud service is non-contracted and on a month to month basis.
 On-site training is included with the purchase of FuelCloud fuel management system.
 **Fuel Management System for gasoline will require explosion proof wiring, reflected in price listed above.
 Site #2: Service 3 is required by State Law and lead time is weather dependent.
 Permitting is subject to additional fees.
 Payment terms: TBD upon credit review
 Ref: B17035
 Pricing is subject to review in 30 days.

Orders may be placed via email through insidesales@corriganoil.com or by phone at (800) FAST OIL. We thank you for the opportunity and look forward to further discussion.

See Terms & conditions @Corriganoil.com

Stacey Macek
smacek@corriganoil.com
(810) 494-2161

Authorized signature: Stacey Macek
 Printed name: Stacey Macek
 Date: 12/6/17

Customer acceptance signature: _____
 Printed name: _____
 Date: _____

*Submission of PO will be considered acceptance of terms above in lieu of customer signature.

OTHER BUSINESS
