

# **DELHI CHARTER TOWNSHIP DOWNTOWN DEVELOPMENT AUTHORITY MEETING**

**Meeting Location – Community Services Center**

**2074 Aurelius Road, Holt, MI**

**Tuesday, July 27, 2021**

**7:00 p.m.**

## **AGENDA**

### **Call to Order**

### **Pledge of Allegiance**

### **Roll Call**

### **Comments from the Public**

ANYONE WISHING TO COMMENT ON ANY MATTER NOT ON THE AGENDA MAY DO SO AT THIS TIME. PERSONS ADDRESSING THE BOARD MUST STATE THEIR NAME AND ADDRESS FOR THE RECORD AND WILL BE GIVEN TWO (2) MINUTES.

### **Set/Adjust Agenda**

**Approval of Minutes: Regular Meeting of May 25, 2021**

### **Informational Meeting For Taxing Jurisdictions**

Pursuant to Recodified Tax Increment Financing Act 57 of 2018

Distribution, Review, and Discussion of 2021 Report

### **Business**

1. 2176 Cedar Street – Barnhart and Son, Inc. Proposal for Sanitary Sewer, Monitoring Manhole & Grease Trap
2. 2150 Cedar Street – Morrow Roofing Inc. Proposal for Roof Replacement

### **Late Agenda Item**

3.

### **Reports**

4. Executive Director
5. Deputy Director
6. Marketing Committee
7. Planning Commission
8. Supervisor
9. Treasurer
10. Members

### **Limited Comments**

MEMBERS OF THE PUBLIC MAY TAKE THE OPPORTUNITY TO ADDRESS THE BOARD REGARDING ANY ITEM ON THE AGENDA AT THE TIME SUCH ITEM IS OPEN FOR DISCUSSION BY THE BOARD. ANYONE WISHING TO COMMENT ON ANY MATTER NOT ON THE AGENDA MAY DO SO AT THIS TIME.

### **Adjournment**



**Delhi Charter Township  
Downtown Development Authority**

**Procedure for Addressing the Board  
February 18, 2020**

Thank you for your interest and desire to participate in public comment. Following these simple procedures will help ensure that your voice is heard while also keeping an orderly and efficient meeting.

**General**

- Public comment is limited to two minutes per individual.
- If a representative is speaking on behalf of a group that is present in the audience, they may have four minutes.
- When recognized by the Chairperson, please stand (if able) and state your name and address.
- All comments shall be directed to the Chairperson.
- No debate shall be engaged between the Board and the public and no debate shall be engaged between members of the public.
- No one will be recognized to speak again until everyone has had an opportunity to speak.
- Those who do not follow the procedure or engage in inappropriate speech will be ruled out of order by the Chairperson.
- A decision of the Chairperson to not recognize a member of the public who wishes to speak, or to rule a member of the public out of order can be overturned by a majority vote of the Board.

**Comments on non-agenda items**

- The Chairperson will recognize those who wish to speak on non-agenda items during such time(s) indicated on the agenda.

**Comments on agenda items**

- Comments on agenda items will take place during the agenda item, after introduction and discussion by the Board.
- Those who wish to speak on agenda items shall complete a comment card and turn it in to the DDA Deputy Director before the meeting begins.
- Public comment on agenda items shall alternate between pro and con to whatever extent possible.

**Exceptions**

- Members of the Board may vote to extend the time allowed for public comment.
- Members of the public may submit written comments (i.e. email) on agenda items to the Deputy Director any time prior to the meeting. Receipt of such written comments will be noted in the minutes the same as those who completed comment cards.

**DELHI CHARTER TOWNSHIP  
DOWNTOWN DEVELOPMENT AUTHORITY BOARD  
MINUTES OF REGULAR MEETING HELD ON MAY 25, 2021**

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The Downtown Development Authority, pursuant to Public Act 254 of 2020, conducted its regular Tuesday, May 25, 2021 meeting remotely. Chairperson Leighton called the meeting to order at 7:00 p.m.

**MEMBERS PRESENT:** Rick Brown (Holt, MI), Rita Craig (Holt, MI), Tim Fauser (Holt, MI), David Leighton (Mason, MI), Steven L. Marvin (Lansing, MI), Nanette Miller (Holt, MI), Sally Rae (Holt, MI)

**MEMBERS ABSENT:** Harry Ammon, John Hayhoe

**OTHERS PRESENT:** C. Howard Haas, DDA Executive Director, Lori Underhill, DDA Deputy Director

Delhi Township IT Director, Tristan Knowlton, read the Protocol for Comments from the Public during Virtual Meetings to the audience.

**SET/ADJUST AGENDA** There were no adjustments to the agenda.

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**APPROVAL OF MINUTES**

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**Craig moved, Fauser supported, to approve the regular meeting minutes of March 30, 2021.**

A Roll Call Vote was recorded as follows:

Ayes: Brown, Craig, Fauser, Leighton, Marvin, Miller, Rae

Absent: Ammon, Hayhoe

**MOTION CARRIED**

**BUSINESS**

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**HOLLOWAY DRIVE WETLAND ISSUE UPDATE**

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Environmental Attorney Chuck Barbieri, Foster, Swift, Collins & Smith, P.C. reviewed the history of the site regarding the contamination in the retention pond located on property owned by the DDA. Testing has been conducted by the adjacent property owner and also by Triterra, on behalf of the DDA. The contamination levels are consistent with typical stormwater runoff from roads, driveways, and parking lots. For any new tenants of 1875 Holloway Drive, a new EGLE permit for stormwater discharge is required. Additionally, a permit from the Ingham County Drain Commissioner's Office is required. It is recommended that the DDA enter into a new agreement for stormwater discharge and maintenance of the discharge pipes with DTP Associates, LLC and the new tenant.

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**2176 CEDAR STREET PARKING LOT – ASPHALT PAVING**

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**Fauser moved, Marvin supported, to authorize the asphalt paving of the parking lot at 2176 Cedar Street by Rieth-Riley Construction Co., Inc. based on the Opinion**

**DELHI CHARTER TOWNSHIP  
DOWNTOWN DEVELOPMENT AUTHORITY BOARD  
MINUTES OF REGULAR MEETING HELD ON MAY 25, 2021**

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**of Probable Construction Costs by Hubbell, Roth & Clark, Inc. in the amount of  
\$34,335.00**

Todd Sneathen, Hubbell, Roth & Clark, Inc. recommended that an additional layer of asphalt paving be added to the crushed asphalt already in place. This will provide a more durable surface, increase the longevity of the lot, and cut down on dust. This work will commence following the installation of the new water and sewer leads for the restaurant building. The newly paved lot will provide 33 parking spaces.

A Roll Call Vote was recorded as follows:

Ayes: Brown, Craig, Fauser, Leighton, Marvin, Miller, Rae

Absent: Ammon, Hayhoe

**MOTION CARRIED**

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**2176 CEDAR STREET KITCHEN EXHAUST HOOD QUOTE**

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**Fauser moved, Craig supported, to approve the quote from Elliott Food  
Equipment, LLC for the kitchen exhaust hood for the proposed restaurant located  
at 2176 Cedar Street in the amount of \$29,241.79.**

Executive Director Haas explained that part of the Purchase Agreement for this property will include the costs associated with the exhaust hood, as this work is a permanent part of the building. The tenants are 30-year veterans of the restaurant business and he believes they will be successful in their endeavor.

A Roll Call Vote was recorded as follows:

Ayes: Brown, Craig, Fauser, Leighton, Marvin, Miller, Rae

Absent: Ammon, Hayhoe

**MOTION CARRIED**

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**REPORTS**

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**Executive Director**

Mr. Haas reported on the May 18 meeting with the General Manager of the new facility on Holloway Drive. The company is hosting a Job Fair in June to begin the hiring process. They hope to be at full operating capacity by October of this year. The Esker Square developer is working with his architects and suppliers to ensure everything is in place to begin construction. Mr. Haas met with potential users for the Cedar & Hancock property – zoning changes may be needed. A full price offer was made by the DDA for the PNC Bank property at the corner of Holt Road and Cedar Street. PNC asked for a non-refundable deposit of \$30,000 and for the DDA to pay all closing costs. The DDA rescinded its offer based on these requirements. An offer from a Detroit contractor was accepted. However, they desire a drive-through restaurant and that will not be approved. The drive-through lane was grandfathered in for bank use only. Nanette Miller asked what pressure could be used to keep the Esker Square property clean and maintained. Mr. Haas responded that the property is subject to Delhi Township code enforcement regulations.

SUBJECT TO APPROVAL

**DELHI CHARTER TOWNSHIP  
DOWNTOWN DEVELOPMENT AUTHORITY BOARD  
MINUTES OF REGULAR MEETING HELD ON MAY 25, 2021**

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**Deputy Director**

Ms. Underhill reported that when the DDA resumes in person board meetings, they will be held in the Community Services Center Board Room at 2074 Aurelius Road. The DDA Board Room is not large enough to safely accommodate the public in addition to the board members. The first of five Food Frenzy events was held on May 12<sup>th</sup> at Holt Farmers Market as was attended by over 1,200 people. Subsequent events will be held on June 9, July 7, August 11, and September 8. Holt Farmers Market resumed the Friday mini-Markets in early May. The 2020 Audit is complete and will be presented to the Board of Trustees at their June meeting. The DDA website has been updated in accordance with the 2018 Public Act 57. The EGLE Grant for work on Brownfield Plan #8 (2313 Cedar Street, MSUFCU) has been completed and final reimbursement from the State of Michigan has been received. An extension was granted for the EGLE Grant for the Esker Square site.

**Advertising & Marketing Committee**

There was no report.

**Planning Commission**

Ms. Craig reported that the Planning Commission met on April 26 and May 10. The changes to the Esker Square project were unanimously approved and were sent to the Township Board of Trustees. A rezoning request for a multi-unit development on Bishop Road was not recommended for approval.

**Supervisor**

There was no report.

**Treasurer**

The 2020 Audit is complete. Total cash and investments as of December 31, 2020 totaled \$5,081,270. Total cash and investments as of April 30, 2021 total \$8,307,309. Revenue sharing checks will be sent to local taxing jurisdictions in July.

**Members**

None.

**Limited Comments**

Jonathan Breier, 4153 Willoughby Road, commended the DDA for their work supporting the Holt Farmers Market. The Food Frenzy event was amazing and the community feedback was very positive. He also commented on the PNC Bank building sale.

**DELHI CHARTER TOWNSHIP  
DOWNTOWN DEVELOPMENT AUTHORITY BOARD  
MINUTES OF REGULAR MEETING HELD ON MAY 25, 2021**

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**ADJOURNMENT**

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**Marvin moved, Brown supported to adjourn the meeting.**

A Roll Call Vote was recorded as follows:

Ayes: Brown, Craig, Fauser, Leighton, Marvin, Miller, Rae

Absent: Ammon, Hayhoe

**MOTION CARRIED**

The meeting was adjourned at 7:52 p.m.

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Nanette Miller, Secretary

/lau

SUBJECT TO APPROVAL

## **2021 Downtown Development Authority & Brownfield Redevelopment Authority Activities**

### **Informational Meeting for Taxing Jurisdictions**

#### **Pursuant to Recodified Tax Increment Financing Act 57 of 2018**

**July 27, 2021, 7:00 p.m.**

- \$250,000 Back to Business Program was extended for digital marketing assistance for Delhi Township businesses. A total of 99 businesses enrolled to participate and 76 campaigns were ultimately run. Over 22 million impressions were made (the number of times the ads were seen); ads reached nearly 2.5 million users; ads generated nearly 140,000 direct clicks to websites and 448 phone calls to businesses (for keyword campaigns only).
- Medical supply company McKesson completed its 174,000 square foot facility on Holloway Drive and is currently hiring employees. A coordinated, two-year effort among Delhi Township, the DDA, and Lansing Economic Area Partnership is responsible for bringing this Fortune 500 company here and represents a substantial investment in our community.
- Renovation underway to bring a small restaurant to the DDA owned property at 2176 Cedar Street.
- Operation of Holt Farmers Market, one of the Township's most popular destinations – SNAP (EBT), Double Up Food Bucks, Senior and WIC Project FRESH coupons accepted.
- Quarterly Newsletter focusing on Delhi Township businesses – Our Town
- Summer/Winter Tax 2020 Revenue Sharing Table attached. Funds were distributed to taxing jurisdictions earlier this month.

**Revenue Sharing  
Summer/Winter Tax 2020**

DDA Summer/Winter Tax 2020				75% Due CADL
	Capt'd Sum & Win DDA Adv & IFT	Delinquent Capt'd	Total	60% Due Entities
Ingham County Voted - Winter	\$1,033,140.34	\$32,917.46	\$1,066,057.80	\$639,634.68
Ingham County Operating - Summer	\$1,390,571.44	\$25,092.63	\$1,415,664.07	\$849,398.44
CADL	\$314,325.37	\$10,014.35	\$324,339.72	\$243,254.79
CATA	\$605,280.01	\$19,284.90	\$624,564.91	\$374,738.95
Lansing Community College	\$762,802.32	\$24,303.96	\$787,106.28	\$472,263.77
Delhi Twp Operating	\$866,228.78	\$27,599.08	\$893,827.86	\$536,296.72
<b>TOTAL</b>	<b>\$4,972,348.26</b>	<b>\$139,212.38</b>	<b>\$5,111,560.64</b>	
<b>TOTAL to Disburse</b>				<b>\$3,115,587.34</b>



## Revenue Sharing 2004 -- 2035

DDA Summer/Winter Totals 2004 - 2035 Paid Out									
Year	% Share	Captured Value	Ingham County	CATA	CADL	LCC	Delhi Twp	Total	
2004	20	138,756,529	\$245,019.96	\$62,448.82	\$41,566.56	\$109,754.94	\$124,135.50	\$582,925.78	
2005	20	160,121,542	\$273,473.18	\$68,263.84	\$45,419.38	\$120,022.10	\$135,711.56	\$642,890.06	
2006	20	175,605,614	\$338,409.55	\$78,212.87	\$55,870.87	\$136,356.77	\$154,343.53	\$763,193.59	
2007	20	189,951,040	\$370,040.08	\$85,555.40	\$61,116.25	\$149,157.92	\$168,833.45	\$834,703.10	
2008	20	178,406,157	\$393,200.08	\$121,853.67	\$63,985.82	\$156,161.23	\$176,760.46	\$911,961.26	
2009	20	165,928,655	\$376,848.78	\$117,073.17	\$61,475.47	\$150,034.81	\$169,825.87	\$875,258.10	
2010	40	172,923,788	\$467,315.19	\$218,148.49	\$114,550.48	\$279,567.76	\$316,445.65	\$1,396,027.57	
2011	40	157,548,588	\$665,702.44	\$207,091.60	\$107,398.89	\$266,090.93	\$296,691.09	\$1,542,974.95	*
2012	40	160,755,157	\$653,280.58	\$192,327.96	\$99,775.90	\$243,510.18	\$275,631.63	\$1,464,526.25	
2013	40	160,505,277	\$664,581.50	\$195,754.68	\$101,553.59	\$247,849.21	\$280,542.99	\$1,490,281.98	
2014	40	163,180,376	\$706,812.07	\$198,351.37	\$102,900.76	\$251,136.65	\$284,264.14	\$1,543,464.99	
2015	40	161,270,097	\$797,246.95	\$311,097.56	\$161,391.00	\$393,886.43	\$445,844.56	\$2,109,466.50	
2016	60	165,556,825	\$992,918.35	\$296,332.85	\$153,730.93	\$375,192.57	\$423,570.29	\$2,241,744.99	
2017	60	185,876,473	\$1,013,780.78	\$302,575.79	\$156,951.40	\$383,091.12	\$432,486.43	\$2,288,885.52	
2018	60	201,315,211	\$1,278,174.06	\$339,039.11	\$175,886.64	\$429,263.45	\$484,355.09	\$2,706,718.35	
2019	60	207,127,814	\$1,373,769.51	\$364,274.71	\$188,978.27	\$461,214.58	\$520,684.25	\$2,908,921.32	
2020	60		\$1,489,033.12	\$374,738.95	\$243,254.79	\$472,263.77	\$536,296.72	\$3,115,587.34	
2021	60								
2022	60								
2023	60								
2024	60								
2025	60								
2026	60								
2027	60								
2028	60								
2029	60								
2030	60								
2031	60								
2032	60								
2033	60								
2034	60								
2035	60								
TOTAL			\$12,099,606.18	\$3,533,140.84	\$1,935,807.00	\$4,624,554.42	\$5,226,423.21	\$27,419,531.65	
Note: 2010 county received 20% share from summer collection/40% share from winter collection									
* reflects RSDC MTT reduction									



**DELHI CHARTER TOWNSHIP  
DOWNTOWN DEVELOPMENT AUTHORITY**

4410 HOLT ROAD, HOLT, MI 48842

TELEPHONE (517) 699-3866

FACSIMILE (517) 699-3878

[www.delhidda.com](http://www.delhidda.com)

July 22, 2021

To: DDA Board Members

From: C. Howard Haas, Executive Director

Re: 2176 Cedar Street Sewer Proposal

The renovation for the proposed restaurant located at 2176 Cedar Street has been progressing over the last several months. When Happy's Inn was demolished in 2019, it was discovered that the motel and restaurant building were sharing a sanitary sewer lead. While permitted at the time (early to mid-1960s), that is no longer the case. A new, dedicated sanitary sewer lead is required for 2176 Cedar. Additionally, all restaurant facilities require the installation of a Monitoring Manhole and Grease Trap. As this project requires specialized knowledge of the sanitary sewer system, I asked Barnhart and Son, Inc. to provide a proposal for all of the necessary sewer work.

I therefore offer the following motion:

**RECOMMENDED MOTION:**

**I move to approve the proposal from Barnhart and Son, Inc. for the installation of Sanitary Sewer, Monitoring Manhole, and Grease Trap for the proposed restaurant located at 2176 Cedar Street for time and material not to exceed \$15,000.00.**



# BARNHART and Son, Inc.

July 16, 2021

Lori Underhill  
Delhi Charter Township  
Downtown Development Authority  
[Lori.Underhill@delhitownship.com](mailto:Lori.Underhill@delhitownship.com)  
517-699-3866

Re: Installation of Sanitary Sewer, Monitoring Manhole & Grease Trap at 2176 Cedar St.

## PROPOSAL:

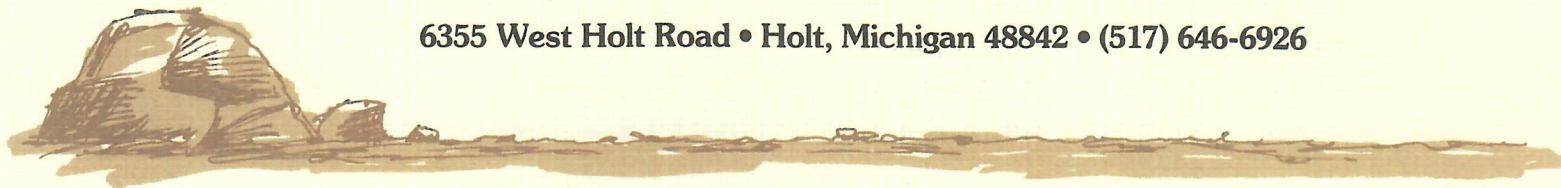
**Time & Material not to exceed \$15,000.00**

The price does not include bonds, permits, inspection fees, tree removal, capital charges, landscaping or any miscellaneous fees, soil and material testing services, inspection, meter set and concrete replacement shall be the responsibility of the owner. Payment for services of Barnhart & Son, Inc. is due at completion of our work. Please sign below to authorize this job?

Jim Barnhart, President

Lori Underhill, Delhi Township DDA

6355 West Holt Road • Holt, Michigan 48842 • (517) 646-6926





**DELHI CHARTER TOWNSHIP  
DOWNTOWN DEVELOPMENT AUTHORITY**

4410 HOLT ROAD, HOLT, MI 48842

TELEPHONE (517) 699-3866

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[www.delhidda.com](http://www.delhidda.com)

July 22, 2021

To: DDA Board Members

From: C. Howard Haas, Executive Director

Re: 2150 Cedar Street Roof Replacement

The roof at 2150 Cedar Street is nearing the end of its useful life. It is currently leaking in several locations. Over the past several years, we have solicited proposals for replacement, but have made do with isolated repairs. Roof replacement has been in the Capital Improvement Program budget for the past several years and has been delayed until this year. Bids were solicited from 3 commercial roofing companies. Only 1 responded. Morrow Roofing Inc. conducted a site inspection on July 6, 2021 and provided us with a proposal for roof replacement. The assessment and specifications are attached for your review. I suggest that we proceed with Tan 45-mil Thermoplastic Roofing System, 15-year warranty, ½ inch expanded polystyrene insulation.

I therefore offer the following motion:

**RECOMMENDED MOTION:**

**I move to approve the proposal from Morrow Roofing Inc. to replace the roof at 2150 Cedar Street in the amount of \$39,044.00 with a 10% contingency. Additional roof deck replacement is also approved, as needed, on a time and materials basis, per the proposal.**





1197 Hoyt St. SE · Grand Rapids, MI 49507 · P 616.243.4040 · F 616.243.8833



## Roof Assessment & Specification for Reroofing Prepared for



For the Property Located at:  
**2150 N. Cedar St.**  
**Holt, MI 48842**

July 6, 2021





## Material Supply-chain Situation

May 16, 2021

To our valued Customers: Along with many other industries, the commercial roofing industry is experiencing supply chain disruptions. These disruptions have led to some price increases and availability restrictions for various materials we use.

Pricing Impacts: Construction materials of all types have seen sudden and significant increases this spring. In our industry, single ply roof membranes have jumped approximately 12%, insulations about 5%, and fasteners and metal products about 30%. On the good side, because these materials each account for only a portion of the total cost of a roof the overall impact on roofing prices is much smaller than any of these individual increases – in the range of ~5-10%.

Pricing Outlook: Material costs are expected to continue to increase for the rest of year, though not as dramatically as this spring. Supply & demand are likely to begin to regain equilibrium in late summer or early fall, causing prices to level off, but they are unlikely to retract to past levels.

Delivery & Availability: While many contractors are experiencing an inability to obtain materials, our strong supplier relationships and exemplary payment history is paying off for our customers as we anticipate being able to continue to meet demand, although we do expect delays, postponements and significant “reshuffling” of projects based on which materials we can obtain at a given moment.

Diagnosis: Major Causes of Shortages in the Roofing Industry:

- Just-in-time delivery, coupled with reduced inventories due to COVID left the supply chain with little reserve capacity
- Supply constriction due to COVID-related shut-downs & stoppages in the US & other countries
- The freeze in Texas debilitated numerous raw material & petrochemical plants that took weeks or months to get back on line
- Increased demand for the same raw materials due to COVID (ie: masks, gowns, gloves, plexiglass & take out bags all use many of the same plastics that go into roofing materials)
- Other industries paying more for raw materials causing flow of raw materials to go there
- The “Toilet-paper Effect”: Panic ordering has caused a 200% increase in orders, while the actual intrinsic demand increase is on the level of 7-8% (which bodes well for a level-off later in the year)

Overall: Relative to many others in our industry, we are in a relatively good place and we remain cautiously optimistic that we will be able to function and meet the needs of our customers despite some pricing impact and some significant “dancing” as we work around delivery issues.

Sincerely,

James Bush, CEO

## Consultant-caliber Roof Investigation & Assessment:

The first thing you will notice about Weather Shield is that our investigation and analysis process is far more in-depth and technologically superior to any of our competitors. We believe that gathering good empirical data is the foundation of a value-driven roof program.

Our roof assessment protocol conforms with the American Society of Testing Materials ASTM E 2018-01 Standard for Roof Assessment. The intent of this is to use a standardized protocol to inspect and identify physical deficiencies and their potential for component or system failure. This establishes the baseline condition of the roof so it can be monitored on an ongoing basis.

The Roof Condition Assessment includes:

1. Inspection of the interior of the facility to assess the overall water-tightness of the building envelope and determine the type of construction and other construction details that affect the roof.
2. Inspection of the exterior of the structure to assess its integrity and document construction details that affect the roof.
3. Detailed visual inspection of the roof and all its related components, including the edge details, the drainage systems, adjacent walls, rooftop equipment, etc.
4. Taking representative core samples of the existing roofing in various areas to determine the exact type(s) and thickness(es) and underlying condition of the existing roofing, insulation and roof deck.
5. Visual inspection of the roof deck condition and, if indicated, torque-pull tests to determine its holding strength.
6. Consideration of the Building Code requirements.
7. Consideration of the design capacity of the structure for the dead-load of the roofing.
8. Creating a roof plan by accurately measuring every roof section and locating each component of the roof, such as the adjacent walls, edge details, drains, pipes, HVAC equipment, skylights, and other rooftop penetrations.
9. Diagnostics: To determine the condition of the existing insulation we used Nuclear Moisture Detection equipment to take readings and accurately measure the moisture content of the existing roofing and insulation. We then verified the findings by the core sampling procedure described above. This type of scan is the only way to accurately determine the true condition of the existing roofing and insulation and to locate the invisible hidden causes of your roof leaks. This technology eliminates guesswork and saves our clients literally hundreds of thousands of dollars each year.





## Investigation & Assessment of the Existing Roof

**Existing Roof Type:** The existing roof is Modified Bitumen over varying cores on a wood deck. Please refer to the roof diagram to view core samples on each section.



**Roof Condition:** The modified bitumen membrane is aged and is shrinking and becoming brittle. The entire surface of the membrane is weather-checked and spider-cracked. The roof is near the end of its useful life and should be replaced.







**Insulation Condition:** Our core tests and moisture investigation suggested that as of the time of this writing, the existing insulation appears to be in serviceable condition.

**Deck Condition:** Our visual investigation and core samples suggested that the roof deck appears to be in serviceable condition.



## Roofing System Specifications & Scope of Work:

### Design Copyright

This document and the original roof design it contains are the property of Weather Shield Roofing Systems, Inc., and are protected by copyright. The design, ideas, investigation, and information contained herein is not to be copied, shared, imparted, or otherwise made use of by others outside the entity named above for any reason without the prior written consent of Weather Shield.

### Scope of Work

- I. Free Temporary Repairs:** We know that you would like your leaks to be addressed promptly, so as soon as you sign this contract, we'll make up to a half day service trip to make temporary repairs to your roof at no charge to help tide you over until your new roof is installed. You can contact our Service Department directly at (616) 243-4040, Extension 4, to schedule your free repairs. Please indicate these are free repairs on an upcoming project.
- II. Precautions:** We will prepare and install only as much roof area as can be covered each day.
- III. Insulation Replacement & Recycling:** Because we completed a nuclear moisture scan, we guarantee the removal, disposal, and replacement of all wet insulation. Using LEED principles, we will recycle all the good and serviceable insulation in place, re-incorporating it into the new roofing system. Our Nuclear Moisture Scan and core samples showed that the majority of the insulation is in serviceable condition. Using LEED principles, we will recycle all the good and serviceable insulation in place, re-incorporating it into the new roofing system.
- IV. Rotten Deck Tear Off and Replacement:** The roof deck appears to be in serviceable condition. If any rotten or deteriorated roof deck is discovered during construction, it will be removed and replaced. We will document the exact quantity of replacement, if any, and will perform the work at the unit cost quoted.
- V. New Insulation:** We will install a layer of ½" expanded polystyrene insulation underlayment over the entire roof surface to provide a proper substrate for the new roofing system.
- VI. R-20 Option:** We will install a layer of 2.5" expanded polystyrene (EPS) and a layer of 3" expanded polystyrene (EPS) insulation to increase the total R-value of the roofing system to 20.
- VII. New Tan 45-mil Thermoplastic Roofing System:**
  - White color reflects heat & reduces energy costs, helping to pay back roof investment
  - Large roof membrane rolls up to 1,200 square feet reduces field seams & related failures
  - Hot-air welded seams are stronger than the membrane itself
  - Fabric reinforcement resists tearing & punctures
  - 15-Year Warranty:



- Issued & backed by the manufacturer
  - Full Replacement Warranty: Not limited only to repairs
  - Covers materials and workmanship
  - Excludes physical damage to the roof caused by acts of God or others
  - Inflation-proof: No dollar limit
- 5-Year Warranty Extension: Numerous studies prove that annual roof inspections are the most cost-effective way to extend the life of any roof. Based upon this, we have developed an exclusive program with the roofing manufacturer to extend the duration of our client's roof warranties by 5 years when we perform annual roof Wellness inspections. We will conduct and document the required annual inspections with the roofing manufacturer for the price quoted separately below. The inspection price will only be increased to accommodate normal inflation and costs of materials and labor.

**VIII. Workmanship:** All work will be done in strict accordance with the manufacturer's specifications.

**IX. Attachment/Wind Design:** The new roof will be mechanically attached in place using screws that must penetrate through the underside of the roof deck.

**X. Flashings:** All flashings including roof edges, pipes and other penetrations are included.

**XI. Artwork & Lights:** The artwork and lights will need to be removed and re-installed for us to wrap the wall with membrane. We did not include removing and re-installing the artwork/lights in this bid.



**XII. Snow/Ice Guards:** Snow Cleats help to minimize (not eliminate) the sudden release of snow and ice from a roof. We have included to installing snow guards on the eave edges of the building as they appear to be used for parking / pedestrian traffic. See the CAD drawing for approximate location of the snow guards. Note that these excluded from the roof warranty.



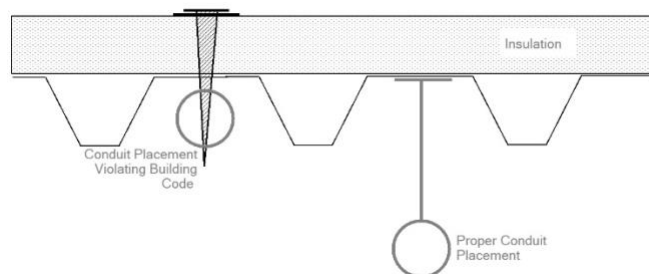


**XIII. Edge Trim:** At the visible roof edges we will install standard colored drip edge fabricated from 24-gauge Kynar 500 painted steel with a finish that is guaranteed not to chip, fade or peel for 20 years. At the gutter edges, we will install a new extruded aluminum compression bar to secure and seal the flashings.

- New Gutter Option: We will install a new 6" commercial gutter along the eave edges of the building. We will connect the new gutter to the existing downspouts.

**XIV. Damage to Building and Grounds:** Items of the building and grounds that are damaged during construction due to negligence on the part of Weather Shield will be restored to their previous condition at no cost to the Owner. Certain items that are unforeseeable or unavoidable in order to get the work done (such as loading the roof, drilling into substrates, etc.) are excluded from this, including, but not limited to the following specific items:

- Screws May Damage Electrical Conduits: There are sometimes electrical conduits, boxes, or other wires that are attached directly beneath the roof deck. Every year, there are a handful of instances where the screws that are required to secure the new roofing or insulation puncture these items and cause damage. Should this occur, repairs must be made by competent professionals at the owner's expense. Because this is a relatively rare occurrence, we have excluded any costs or fees to cover repairs of this type from our bid and they will be treated as a change order.



- Piping Across or Under Roof: There may be electrical or mechanical piping or tubing that extends across or under the roof, and/or services rooftop equipment. It is possible that these items may



be damaged in the process of installing the roof. In the event that this occurs, repairs must be made by competent professionals at the owner's expense.

- **Sensitive Equipment:** The process of loading and unloading the roof, and the roofing process itself will cause vibration and movement of the roof deck which may interrupt or disturb internal systems, processes, or personnel, and may dislodge paint or accumulated dirt and dust. Things such as, but not limited to, fire protection systems, internal equipment, dust-sensitive areas, etc., must be protected by the owner.
- **Uploading with heavy equipment:** Loading and unloading will require the use of heavy equipment, trucks, and trailers. While we will take reasonable precautions to protect your roadways and sidewalks and grass/ landscaping, it is possible that this equipment may damage them. Please note that we cannot be held responsible for damage to these areas.

**XV. Cleanup:** At the end of each workday, the roof and grounds will be cleaned of insulation and construction debris and contained. At the end of the project, all refuse will be thoroughly cleaned up and properly disposed of in a dumpster or truck that we will provide. Final cleanup will not be considered complete until accepted by the owner's representative.

**XVI. Safety:** We have a complete written safety and Right-to-Know program. MSDS sheets on all the products we use are maintained on every jobsite. Proper fall protection and OSHA safety procedures will be followed at all times on your roofing project.

**XVII. Insurance Protection:** For your protection, Weather Shield maintains Workmen's Compensation and Liability and Property Damage Insurance in the amount of Five Million Dollars.

**XVIII. Roof Alterations:** If any roof penetrations are added, removed, or modified within the warranty of the roof, the owner must contact Weather Shield to ensure proper roof modification.

**XIX. Wellness Inspections:** We have quoted separately below to provide annual Roof Wellness Inspections to assure optimal performance and life expectancy of your roof and to extend the roof warranty by 5 years. During this annual visit we will inspect all the major components of the roofing system and will perform minor touch-ups to the roof as needed as well as minor cleaning of debris and drains (note that due to safety restrictions gutter cleaning is excluded from this).

**XX. Supply Chain Issues:** COVID, shipping, and other factors are creating significant disruptions to the supply chain which are in turn causing both shortages of certain finished goods and pricing volatility. Because of this exceptional situation, Weather Shield reserves the right to adjust the project delivery timing and / or pricing due to availability and / or price increases that happen either before or after this agreement has been signed. Proof of such price increases in the form of manufacturer or supplier notifications will be provided on request.



**XXI. Terms & Conditions:** 50% of the contract price will be invoiced immediately upon signing of the contract so that materials can be ordered as soon as possible to try to secure timely delivery of materials. Payments are due in our office in 10 days. The balance of the contract price, plus any approved change orders, is due in our office within 30 days of final billing. Owner agrees to pay a 1.5% monthly service charge on all amounts not paid within 30 days. A 3% transaction fee will be added to any credit card transactions over Five Thousand Dollars (\$5,000.00). After substantial completion leaks or punch list items will be considered to be warranty matters and shall not be a basis for withholding final payment. This contract contains all the representations and obligations of the parties; any changes, modifications, back-charges or offsets shall not be valid unless written notice is given to Weather Shield (hereinafter WSRS) within 7 days of the event(s) leading to the back-charge or offset and it is agreed to in writing by WSRS. Time and materials charges will be added at our standard rates for shut-downs, delays, interruptions of our work flow, damage to or changes in our work, adjustments to our work days or times made by the Owner, extra trips, increases in costs, including re-staging equipment or materials, resulting from delays caused by the Owner or others working on Owner's behalf, unanticipated or unusual building conditions that are discovered during construction which must be altered or remedied, and snow, ice or water removal. All work done under this agreement is weather-permitting and is subject to change due to unstable or forecasted inclement weather conditions. The suitability of weather conditions for the safe completion of work is at WSRS's sole discretion. The Scope of Work herein is based on our interpretation of the Building and Energy Codes, but the final say on all Codes lies with the local Code Officials. Changes to the scope of work contained herein that are required by any Code Authority, including, but not limited to, tearing off existing roofing and/or insulation or installing additional insulation, shall constitute a change order to this contract and shall be agreed to in writing by Owner. Permits are not required in most municipalities and are therefore not included; any required Permits will constitute an additional charge. The work proposed herein does not conform to Factory Mutual protocols. WSRS shall have sole uninterrupted access to the roof staging and work areas during construction, and the Owner shall take all necessary precautions to protect WSRS's work from damage caused by the Owner's or other's operations. The Owner acknowledges that roofing activities will cause dust and debris from the structural supports and/or the underside of the roof deck and in some cases water, to fall into the interior of the building, and agrees to cover, move, or otherwise protect property beneath the areas where roof work is in process to prevent potential damage, and shall so notify all tenants. The Owner grants to WSRS the right to access and control any and all clean up or remediation activities and to use any and all means necessary to mitigate damage to the building or its contents due to dust, debris or water entering the building envelope, but is not obligated to do so. WSRS is not responsible for disturbance, damage, clean up or loss to the interior of the building or internal property that the Owner did not remove or protect during or after roofing operations, nor is WSRS responsible for the presence, disturbance or abatement of underdeck fireproofing, asbestos or other hazardous substances, the present or future growth or presence of mold or other biological growth within the roof assembly or building envelope, damages to the building or its contents resulting from damage to the roof by acts of God or others, leaks due to water trapped in the existing roof system, or leaks in areas where WSRS has not performed work. Owner shall, at its sole expense, indemnify, defend and hold harmless WSRS and its employees, agents, successors, and assigns, from and against any and all claims for bodily injury, death, damage to property, demands, damages, actions, causes of actions, suits, losses, judgments, obligations, and any liabilities, costs and expenses (including but not limited to investigative and repair costs, expert witness fees, reasonable attorney's fees and costs, consultant's fees and costs – collectively "the claims") which arise out of, are related to, or are in any way connected with: (1) Bodily injury, death, or damage to property arising out of or occurring in connection with the performance of this contract, unless the damages were caused by the sole negligence of WSRS; (2) Bodily injury or death of any employee, independent contractor, representative or agent of Owner, unless the damages were caused by the sole negligence of WSRS; (3) Owners breach of any of the terms, conditions, warranties or provisions of this contract; (4) Any action, omission, fault, or any breach of expressed or implied warranty or negligence, whether active or passive, of Owner or its employees or independent contractors. These indemnity and defense obligations shall apply whether or not the claims arise out of the concurrent act, omission, or negligence of the Indemnified Party, and whether or not the claims occur while this contract is in effect or after it is terminated. Owner shall maintain insurance that will protect it from any claims for damage to its property during the performance of the work and shall obtain an endorsement to its insurance policy waiving subrogation against WSRS. **Covid and other factors are causing significant volatility in material availability and pricing. Because of this, Weather Shield reserves the right to adjust project delivery timing and pricing due to product availability and/or price increases that happen either before or after this contract has been signed.**



## **Executive Summary & Investment for Holt's Farmers Market:**

### **Scope of Work Included:**

- 1) Remove, properly dispose of, and replace all wet insulation.
- 2) Install new ½" expanded polystyrene (EPS) insulation underlayment to provide a proper substrate for the new roofing system.
- 3) R-20 Option: Install a layer of 2.5" expanded polystyrene (EPS) and a layer of 3" expanded polystyrene (EPS) insulation to increase the total R-value of the roofing system to 20.
- 4) Install a new Tan 45-mil Thermoplastic roof system complete with all flashings and accessories.
- 5) Install new 24-gauge standard colored Kynar 500 edge trim at the roof edges. Install new extruded aluminum compression bar at the gutter roof edges.
- 6) New Gutter Option: Install a new 6" commercial gutter along the eave edges of the building. We will connect the new gutter to the existing downspouts.
- 7) Furnish a 15-year warranty on materials and workmanship as described above.
- 8) Install snow guards on the eave edges of the building as they appear to be used for parking / pedestrian traffic. Note that these excluded from the roof warranty.
- 9) If desired, we will perform annual roof inspections for the 5-year warranty extension at the rate quoted separately below.

**Investment:** We propose to complete all work as described herein for the sum of (please initial):

___ Tan 45-mil Thermoplastic Roofing System, 15-year warranty; ½" EPS:	\$ 39,044.00
___ Tan 45-mil Thermoplastic Roofing System, 15-year warranty; R-20:	\$ 58,112.00
___ New Gutter Option add:	\$ 3,608.00
___ Annual Warranty Inspections:	\$560.00 per year

**\*As stated, the pricing of the project may fluctuate but we will limit that to not more than 10% of the contract price, as long as the project can be done before 12.31.21. Proposal must be signed by 8.6.21.**

**Additional Unit Prices:** The rate for deck replacement in the event that any is discovered during construction is \$9.25 per square foot of roof deck. This rate excludes disconnecting and/or supporting equipment, ceilings, or other items that are attached to the underside of the roof deck, and cleanup of dust, dirt or debris as a result of tear off or deck replacement, which can only be done on a time and materials basis.

**Acceptance:** I acknowledge that I have completely read this document and agree to be bound by all its terms and conditions, and that I have the authority to bind the entity named as the owner above:

Accepted By: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Respectfully submitted by,

Ken McNulty, Sales Executive, Mid-state

Direct Line 517.676.7116  
kmcnulty@weathershieldusa.com