



Ann Arbor District Library
Special Meeting
Agenda

Tuesday, July 29, 2014

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MEMORANDUM

To: District Library Board
 From: Josie Parker, Director
 Subject: Special Meeting, Tuesday, July 29, 2014, 6:30 p.m.
 Ann Arbor District Library, 4th Floor Board Room
 343 S. Fifth Avenue, Ann Arbor, MI 48104

SPECIAL MEETING AGENDA

- 14-183 I. CALL TO ORDER
- 14-184 II. ATTENDANCE
- 14-185 III. CITIZENS' COMMENTS
- 14-186 IV. APPROVAL OF AGENDA (p. 1)
 (Item of action)
- 14-187 V. OLD BUSINESS
- 14-176 VI. A. RESOLUTION TO INCREASE CAPITAL OUTLAYS
 BUDGET FOR THE DOWNTOWN LIBRARY ELEVATOR
 PROJECT (pp. 2-7)
 (Item of action)
- 14-188 VII. CITIZENS' COMMENTS
- 14-189 VIII. ADJOURNMENT

CITIZENS' COMMENTS – REQUEST TO ADDRESS THE BOARD

1. Persons who wish to address the Library Board may reserve time on any regular or special meeting agenda by calling 327-8311 by 5:00 PM of the weekday preceding the meeting. Persons who have not reserved time in advance may speak after those who have reserved time.
2. Maximum time for individual speakers will not exceed three minutes.
3. One speaker may yield his/her time to another if both have signed up and both are in attendance at the meeting.
4. No person may speak more than once on the same subject during a single meeting.
5. Citizens' Comments at special meetings or study sessions will occur at the end of the meeting. Maximum time for individual speakers will not exceed three minutes.
6. Trustees, Director, and Administrators will not answer questions during Citizens' Comments. The speaker may request a response in writing. Trustees may, with the permission of the Board President, ask a question of a speaker. No dialog will occur.
7. Individuals addressing the Board should take into consideration rules of common courtesy.

SCHINDLER ELEVATOR CORPORATION

Livonia Corporate Center, Building 5
 28451 Schoolcraft Road
 Livonia, MI 48150-2238
 Phone: 734-367-9446
 Fax: 734-367-9440

UPGRADE ORDER AGREEMENT

Date: 07/29/2014

Estimate Number: KKAA-9MGG67 (2014.3.1)

To:

Ann Arbor District Library
 343 S 5Th Ave
 Ann Arbor, MI 48104-2217

Customer:

Ann Arbor District Library
 343 S 5th Ave
 Ann Arbor, MI 48104-2217

Attn: Josie Parker

Schindler hereby proposes to furnish and install the following with respect to the equipment located at the above building:

Well Drilling – Phase III

Re-Drill of Existing hole (Up to 30"). United Well drilling will remove the existing casing(s), re-drill, install a new casing and plumb the hole ready for the installation of the new jack. Schindler will additionally provide a mechanic on-site for stand-by and assistance with well drilling during the entire time well driller is on-site.

TERMS & CONDITIONS

1. Car MUST be securely hung at the top of the existing hatch.
2. Oil lines disconnected; Piston & cylinder removed from hole. Piston secured in shaft corner and protected by others if remaining in hoistway.
3. Pocketing in walls for set-up of drill rig may be necessary. United Drilling NOT responsible for replacement/repair.
4. Wheel chair/street level access to bottom floor elevator services must be available or add'l costs apply: elevator car may have to be removed.
5. IF work is being performed on an elevator car that is located in a multi-car hatch, screening must be provided between the cars prior to United Drilling mobilizing to protect the men and the working car(s). Additional safety measures may be required.
6. Confirm arrangements have been made for drums and staging area for placement of drums.

7. All necessary permits to be obtained by others, including parking permit(s); **70' of parking required** within 300' of elevator.
8. **Access and egress** to pit areas(s) must be provided. Pit to be clean of oil, water & debris.
9. **Water must be available on site** and in close proximity to drilling area.
10. United Drilling/Schindler not responsible for pumping water when not on-site or in the event water flow exceeds 35gpm during hours on-site
11. United Drilling/Schindler not responsible if pit floor is cracked/damaged during jacking and/or jackhammering operations
12. United Drilling is **an all IUEC union company** and will abide by all Union rules and regulations. United will not cross a sanctioned Union picket line and will not be responsible for additional costs associated with the picket.
13. **Concrete Plugs and/or PVC liners** do not guarantee dry holes; purchase of an additional steel liner required to guarantee a dry hole. PLEASE NOTE: If a steel liner is purchased, proper waterproofing **MUST BE COMPLETED BY OTHERS** to guarantee a dry pit.
14. Pricing based upon straight-time work hours: **7am to 2pm/3pm** (Monday through Friday) or **7am to 5pm** (Monday through Thursday). Overtime Rates are provided on a job to job basis; please contact the office to obtain pricing.
15. Additional costs may be incurred if **HAZMAT** conditions encountered
16. Additional costs may be incurred if **"mechanic only wages," required** (unless notified at time of quotation)
17. Downtime charges will be incurred for **loss in productivity** due to work stoppage on site caused by others and/or site specific requirements for **Safety, Security and/or Drug Testing** (on-site). Downtime Rates: Phase I & Phase II \$490/hour; Phase III (Redrill) \$750/hour.
18. If scope of work changes due to existing conditions firm pricing is void, **ALL billing** will be at applicable day rate charges. Day Rate Charges: Phase III: \$990 per hour. Minimum billing rates apply based on project location.
19. Spoils Removal is based on non-hazardous waste. United Drilling, Inc. may require testing of spoils and reserves the right of refusal. If spoils are not being removed by United Drilling drums must be supplied onsite or United will provide **open top non-DOT at no cost or DOT approved drums with lids for \$100 Per Drum**
20. C-channels or a hoistbeam to support 10,000lbs at highest possible elevation required to utilize InsideAir; price for UDI to install is \$7,500.

EXCLUSIONS (PHASE II): Additional costs may be incurred if:

- Corrugated casing or multiple casing(s) are encountered
- Broken casing/weld occurs in existing casing,
- Backfill required due to existing ground formations
- Jackhammering around existing casing exceeds 2 hours

EXCLUSIONS (PHASE III): Additional costs may be incurred if:

- Floors will have limited protection with plywood; all floor and wall protection to be completed by others
- Existing hole greater than 20" in diameter
- Redrill hole NOT guaranteed to be on location. If on location redrill is required additional costs will be incurred.

Price: NOT TO EXCEED \$75,000.00 plus applicable taxes. (Quotations valid for 60 days; price based upon work during regular working hours of regular working days.)

Payment: 35% of the price is due upon acceptance of this proposal;
40% of the price is due as work progresses within 30 days of invoice;
Balance due upon completion, within 30 days of invoice.
Schindler retains title to any equipment furnished hereunder until final payment is made. Late or non-payment will result in assessment of interest charged at a rate of 1 1/2% per month or the highest legal rate available, and any attorneys' fees, expenses and costs of collection.

The attached terms and conditions are incorporated herein by reference.

Acceptance by you as owner's agent or authorized representative and subsequent approval by our authorized representative will be required to validate this agreement.

Proposed:

By: Kevin Kalita

For: Schindler Elevator Corporation

Title: Sales Representative

Date: 7/29/2014

Approved:

By: Pete Long

Title: District Manager

Date: _____

Accepted:

By: _____

For: Ann Arbor District Library

Title: _____

Date: _____

TERMS AND CONDITIONS

1. Any changes to the building to meet local or state codes are to be made by Purchaser. Any changes in the Work required due to building conditions discovered in the performance of the Work will be paid by Purchaser.
2. No work, service materials or equipment other than as specified hereunder is included or intended.
3. Purchaser retains its normal responsibilities as Owner of the equipment which is subject of this Agreement.
4. Schindler will not be liable for damages of any kind, in excess of the Price of this Agreement, nor in any event for special, indirect, consequential or liquidated damages.
5. Any cutting and patching is by others and not included in this work.
6. Neither party shall be responsible for any loss, damage, detention or delay for causes beyond its reasonable control, including strikes, lockouts, or labor disputes, or acts of God. Dates for the performance or completion of the work shall be extended as is reasonably necessary to compensate for the delay.
7. We warrant that the work will comply with the specifications and that there will be no defects in materials or workmanship for one year after completion of the work or acceptance thereof by beneficial use, whichever is earlier. Our duty under this warranty is to correct nonconformance or defect at our expense within a reasonable time after the receipt of notice. THE EXPRESS WARRANTIES CONTAINED HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Purchaser's remedies hereunder are exclusive.
8. Purchaser agrees to defend, indemnify and hold Schindler harmless from and against any claims, lawsuits, demands, judgments, damages, costs and expenses arising out of this Agreement except to the extent caused by or resulting from the sole and direct fault of Schindler.
9. Any proprietary material, information, data or devices contained in the equipment or work provided hereunder, or any component or feature thereof, remains our property. This includes, but is not limited to, any tools, devices, manuals, software (which is subject to a limited license for use in this building/premises/equipment only), modems, source/ access/ object codes, passwords and the Schindler Remote Monitoring feature ("SRM") (if applicable) which we will deactivate and remove if the Agreement is terminated.

**BOARD OF TRUSTEES OF
ANN ARBOR DISTRICT LIBRARY
RESOLUTION 14-176**

**RESOLUTION TO INCREASE CAPITAL OUTLAYS BUDGET FOR
DOWNTOWN LIBRARY ELEVATOR REPAIR**

Minutes of a special meeting of the Board of Trustees of the Ann Arbor District Library, County of Washtenaw, Michigan, held in the City of Ann Arbor, on the 29th day of July, 2014 at 6:30 p.m.

PRESENT:

ABSENT:

The following resolution was offered by _____, and supported by _____:

THE BOARD RESOLVES:

- 1.) To increase the budget line for Capital Outlays by \$75,000.00 for the repair of the public elevator at the Downtown Library.
- 2.) That the \$75,000.00 increase for Capital Outlays be transferred from the Fund Balance.
- 3.) That all resolutions and parts of resolutions that conflict with the provisions of this resolution are rescinded.

A vote on the foregoing resolution was taken and was as follows:

AYES:

NAYS:

RESOLUTION DECLARED ADOPTED.

Secretary

ANN ARBOR DISTRICT LIBRARY BOARD

Rebecca Head
Nancy Kaplan
Margaret Leary
Barbara Murphy
Jan Barney Newman
Prue Rosenthal
Edward Surovell

2014 OFFICERS

President Prue Rosenthal
Vice President Barbara Murphy
Treasurer Jan Barney Newman
Secretary Rebecca Head

ADMINISTRATION

Josie Parker Director
Eli Neiburger Deputy Director

The Ann Arbor District Library Board will provide necessary reasonable aids and services to individuals with disabilities who desire information regarding board meetings upon three (3) business days notice. Individuals with disabilities requiring aids or services should contact the Ann Arbor District Library by writing or calling the following:

Ann Arbor District Library
Board of Trustees
343 South Fifth Avenue
Ann Arbor, MI 48104-2293
(734) 327-8311