

THE CITY OF NAPOLEON

BUILDING & ZONING DEPARTMENT

255 W. RIVERVIEW

(419)592-4010

Sidwealk/Curb Replacement Permit

Page 1 of 1

Permit Number: SW2007-8

Printed: 7/18/2007

ADDRESS:

537 Clinton St. W.

Applicant

Name: Concrete Specialist
Address: 5-943 St Rt 110

Approval Date: 7/11/2007
419-599-8881

Owners

Name: Mr. Jeff Williams
Address: 537 W Clinton St.
Napoleon, OH 43545

Phone: 419-599-1757

Contractors

Contractor Type: MASONARY/CONCRETE

Name: Concrete Specialist

Napoleon, OH 43545

Address: 5-943 St Rt 110

Phone: 419-599-8881

Fees and Receipts:

Number	Description	Amount
FEE2007-394	Sidewalk/Curb	\$25.00

Total Fees: \$25.00

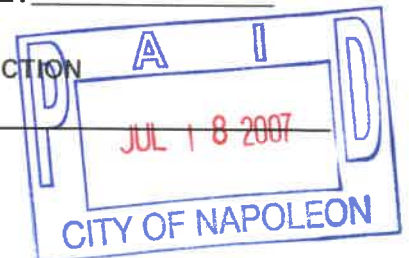
RCPT2007-325		\$25.00
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Total Receipts: \$25.00

replacing 20 lf of curb

APPLICANTS SIGNATURE: _____ DATE: _____

REMINDER: YOU MUST CALL (419)592-4010 FOR AN INSPECTION



APPLICATION FOR CITY SIDEWALK AND/OR CURBING REPLACEMENT

Location of project 529 and 537 W. Clinton Napoleon

Jeff Williams

537 W. Clinton

Owner Name

Address

Napoleon
City

43545
Zip

419-599-1757
Phone

Type of work to be performed: Curbing replacement

Sidewalk Replacement

Total length of curbing to be replaced 20' Total square footage of sidewalk to be replaced 95 SF

Estimated cost \$542.50

It is required that the City approve the replacement of sidewalks and curbing before the work commences

All construction must comply with the latest City of Napoleon Engineering Specification and/or ODOT specifications whichever is applicable. Non-complaint work will not be eligible for reimbursement. **Specifications are available upon request.** Inspection is required by the City prior to replacement of concrete and after the work is completed to retain eligibility.

The city will reimburse the owner for sidewalk replacement in the right-of-way at a rate of one dollar and fifty cents (\$1.50) per square foot, if installed in accordance to City specifications. The City will reimburse the owner for curbing replacement in the right-of-way at a rate of twenty dollars (\$20.00) per linear foot, **if installed in accordance to City specification.**

Reimbursement is made to the owner of the property not the contractor. IT is required that the owner completes an invoice (provided by the City) for such work along with a paid copy of the invoice from the contractor who performed such work (if applicable).

Name of City registered contractor performing such work; (if there is no contractor involved mark Self)

Concrete Spec.

City Lic. # CONT 2 005-64

Signature of property owner

Date

This form must be signed by the City Engineer prior to commencement of work in order to be eligible for reimbursement according to the above schedule. Inspection by the City is required prior to placement of concrete and after work is completed. A "WORK IN RIGHT OF WAY" PERMIT IS REQUIRED BEFORE WORK MAY COMMENCE.

This project as specified above is hereby approved for construction and is eligible for reimbursement in accordance with the schedule herein. All work must conform to the City of Napoleon specification.

City Engineer

Date

City Purchase order Number RG 07094Z

City Permit number SW2007-8

Concrete Specialist Co.
 5-943 ST RT 110
 Napoleon, OH 43545

Invoice

DATE	INVOICE #
7/18/2007	1567

BILL TO
Mr. Jeff Williams 537 . Clinton St. Napoleon, OH 43545

P.O. NO.	TERMS	PROJECT
	Upon Receipt	

ITEM	DESCRIPTION	Est Amt	Prior Amt	Prior %	Curr %	Total %	AMOUNT
Concrete S...	Work Ordered /Remove and replace driveway approach. Total area 37 ft x 16 ft of this 25 ft needs to have 6" berm base and 6 " class C concrete for city right of way per City code.The balance of 12 ft can be at 4" but i have figured it at 6" of concrete.All material excavated to be removed from site, Concrete to be Class C with broom finish and joint relief cuts.	5,180.00			100.00%	100.00%	5,180.00
Change Or...	Change Order/ Remove existing curb						150.00
Change Or...	Change Order/ Replace 20 ft of curb						400.00
Sales	25 City Of Napoleon permit						25.00

Thank you for your business. Hugh and John	Total	\$5,755.00
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CITY OF NAPOLEON, OHIO

255 W. RIVERVIEW AVENUE • P.O. BOX 151 • NAPOLEON, OHIO 43545

PHONE (419) 599-1235 FAX (419) 599-8393

• MAIL INVOICES TO ABOVE ADDRESS

PURCHASE ORDER NUMBER
MUST APPEAR
ON YOUR INVOICE

RG070942

PURCHASE ORDER AND CERTIFICATE

DEPT. REQ. NO. : 24865

P.O. DATE : 07/13/07

SHIP TERMS : NET 0 DAYS

DELIVER TO:

510
SERVICE/STREETS MAINTENANCE
CITY OF NAPOLEON, OHIO
1775 INDUSTRIAL DRIVE
NAPOLEON OH 43545

VENDOR TO:

05793
JEFF WILLIAMS
537 W. CLINTON
NAPOLEON, OH 43545

ACCOUNT NUMBER	AMOUNT
400.5100.57200	\$550.00
TOTAL:	\$550.00

NOTE: MUNICIPALITY EXEMPT FROM FEDERAL EXCISE AND STATE SALES TAX
POLITICAL SUB-DIVISION OF STATE OF OHIO
FEDERAL EXEMPTION REGISTRY NUMBER — 34-6400941

QUANTITY	UNIT	ITEM DESCRIPTION	PRICE / UNIT	AMOUNT
100	EA.	SIDEWALK REPLACEMENT	1.50	\$150.00
20	EA.	CURB REPLACEMENT	20.00	\$400.00
		{*DO NOT MAIL*}		
		{*DO NOT MAIL*}		
		RETURN ORIGINAL PO TO DEPARTMENT / DIVIS		
			TOTAL:	\$550.00

FINANCE DIRECTOR'S CERTIFICATE

It is hereby certified that the amount \$ 550.00 required to meet the contract, agreement, obligation, payment or expenditure for the above, has been lawfully appropriated or authorized or directed for such purpose and is in the Treasury or in process of collection to the credit of fund(s) as listed above and free from any obligation, certification, or previous encumbrances. (ORC 5705.41 D)

Dated 07-13-07
Christine Pedolichis

THIS PURCHASE ORDER NOT VALID UNLESS FINANCE DIRECTOR'S CERTIFICATE IS SIGNED.

CITY USE ONLY

Authorizing signature on final goods and/or services received:

[Signature] 07 26 07
DEPARTMENT / DIVISION HEAD DATE

CONTRACT PURCHASE ORDER SEE GENERAL TERMS AND CONDITIONS ON REVERSE SIDE

CONTRACT PURCHASE ORDER - CITY OF NAPOLEON, OHIO

GENERAL TERMS AND CONDITIONS ON PURCHASE OF GOODS AND SERVICES

1. **ACCEPTANCE:** This Purchase Order (ORDER) and its General Terms and Conditions shall be accepted by Vendor (SELLER) upon delivery of the goods or services requested. Any alteration to this Purchase Order shall have no binding effect on the City of Napoleon, Ohio (BUYER), unless prior approval in writing has been received by the Vendor from the City of Napoleon, Ohio, for any changes or alterations.
2. **DELIVERY:** All ORDER(S) are accepted on an FOB destination basis only unless otherwise specified on the ORDER. A packing manifest must accompany each shipment. If a shipment is made to a consignee other than the BUYER, a copy of the packing manifest must be forwarded to the BUYER on the shipping date. BUYER reserves the right to cancel all or any part of the undelivered portion of the ORDER if SELLER does not make delivery as specified, time being of the essence or if SELLER breaches any items of this ORDER.
3. **INSPECTION:** BUYER shall have the right to inspect goods and services on ORDER during manufacture, performance or at any other time. BUYER receives all goods and services subject to BUYER's right of inspection and rejection. Unordered goods, defective goods or goods not conforming to BUYER's specifications will be held for SELLER's instruction at SELLER's risk and if SELLER so directs, will be returned at SELLER's expense. If inspection discloses that part of the goods received are not conforming to BUYER's specifications, BUYER shall have the right to cancel any undelivered portion of the ORDER. BUYER may allow SELLER to correct nonconforming goods or services performed at SELLER's expense. Payment for goods and services prior to final inspection shall not constitute acceptance thereof and is without prejudice to any and all claims that BUYER may have against SELLER.
4. **WARRANTIES:** The SELLER warrants all goods or services delivered to be free from defect of material or workmanship and to strictly conform to the specifications, drawings, samples or other descriptions furnished to SELLER by the BUYER. (All specification documents, drawings, samples or the like shall remain the property of BUYER and shall be returned upon request). This warranty shall survive delivery and shall not be deemed waived either by reason of BUYER's acceptance of the goods or services or by payment for them. Any deviation from this ORDER and the related specifications, drawings, samples or other descriptions must be approved in writing by the BUYER.
5. **PAYMENT:** BUYER shall not be required to pay for any nonconforming goods or services. Payment shall not be due until all goods and services have been delivered, finally inspected by an authorized official and approved as being satisfactory to BUYER. All claims for moneys due from BUYER shall be subject to deduction by BUYER for any setoff or counterclaim arising out of this or any other contract between BUYER and SELLER. SELLER hereby waives all liens and claims statutory or otherwise which SELLER now or may hereafter have as a result of goods or services delivered pursuant to this ORDER. Any discounts or reductions extended to the BUYER for early payment shall be for a minimum of thirty (30) days. No late fees or service charges shall be applied without prior authorization by BUYER.
6. **LEGALITY:** Rights and duties under this ORDER shall be determined under the Laws of Ohio. SELLER represents that services performed and goods sold pursuant to this ORDER are provided to BUYER in complete conformity with all applicable Federal, State and Local Laws. If a conflict in forms arise between BUYER and SELLER the terms and conditions of this ORDER shall apply.
7. **TAXES:** SELLER warrants that no sales, use or federal excise tax has been included in the price of goods included in this ORDER. In the event that this ORDER covers work subject to the Napoleon Income Tax Code the SELLER shall establish an account with BUYER's Income Tax Office and shall require subcontractors performing services pursuant to this ORDER to establish like accounts. If SELLER or its subcontractor fails to comply with this provision, payment on ORDER shall be delayed until compliance is effected. BUYER's Federal Exemption Registry Number is 34-6490941. Tax Exempt Forms will be provided upon request.
8. **LIABILITY:** SELLER agrees to indemnify and hold harmless the BUYER, BUYER's employees, officers, officials, commissions, departments, boards, volunteers, and agents thereof, from and against all claims, liability, loss, damage or expense which may result from the acts, errors, negligence or omissions of SELLER or any employee or agent of SELLER. SELLER agrees to provide certificates of insurance evidence of general liability, auto liability, errors and omissions liability insurance acceptable to BUYER, and evidence of compliance with Worker's Compensations Law suitable to BUYER when requested by the BUYER. When requested by the BUYER, SELLER shall add as an additional insured to SELLER insurance policies the BUYER's employees, officers, officials, commissions, departments, boards, volunteers, and agents thereof.
9. **DELAY:** BUYER may delay acceptance or delivery occasioned by circumstances beyond its control. When delivery of goods is delayed by BUYER, SELLER shall hold such goods and shall deliver them at the instruction of BUYER. BUYER shall be responsible only for SELLER's direct additional costs incurred in holding the goods. Each party shall give reasonable notice to the other party when delays in performance of any nature shall occur.
10. **DISPUTES:** The SELLER and BUYER agrees that any dispute, controversy or claim arising out of or relating to this ORDER shall be submitted to the jurisdiction of the Courts of Henry County, Ohio.
11. **MODIFICATION:** This ORDER may not be modified or terminated orally, and no modification or termination nor any claimed waiver of any of the provisions hereof shall be binding unless in writing and signed by the party against whom such modification, termination or waiver is sought to be enforced.

12. **WARNING: IT IS UNLAWFUL FOR OFFICIALS AND EMPLOYEES OF BUYER TO RECEIVE GRATUITIES. DISCRIMINATION BY SELLER ON GROUNDS OF RACE, RELIGION, COLOR, ANCESTRY, NATIONAL ORIGIN, OR SEX IS UNLAWFUL AND SHALL SUBJECT SELLER TO FORFEITURE.**

13. **WRITTEN CONTRACTS:** In cases of State Cooperative Purchases or separately Written Contracts utilized between SELLER and BUYER the State Cooperative Purchases or Written Contract shall prevail where conflicting language may exist with the ORDER form.

Concrete Spec.

City Curb Reimbursement

537 W. Clinton St.

→ Jeff Williams

20 x 5 Sidewalk 100^{SF}

20' l.f. of Type 6 curb

20' l.f.

~~# 20.00~~

400.00

SW2007-8

