

CONTRACT

THIS CONTRACT made as of the 21 day of November,
in the year 1986 by and between Community Improvement Corporation of
Henry County, Ohio, on behalf of the City of Napoleon, Ohio
hereinafter called the OWNER and ~~Earl H. Elling~~ Elling's Plumbing & Heating Inc.
hereinafter called the CONTRACTOR.

WITNESSETH THAT the OWNER and CONTRACTOR in consideration of the
mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK. The CONTRACTORS will perform all Work as shown
in the Contract Documents for the completion of the Project
generally described as follows:

Furnish all labor, material, necessary tools, expendable equipment,
utilities, transportation services, insurance and supervision to
perform and complete the work required for the construction of the
Heating, Ventilation and Air Conditioning of The Industrial Facility at 655
Independence Drive, Napoleon, Ohio per the plans dated 9-9-86.

The work to be completed in strict accordance with the plans and
specifications which are made a part of this Contract, and in strict
compliance with the Contractor's Bid and other Contract Documents
herein mentioned which are a part of this Contract: and the Contractor
shall do everything required by this Contract and the other Contract
Documents constituting a part hereof.

Article 2. ENGINEER. The project has been designed by:

"CONSTRUCTION MANAGERS"
CORNERSTONE CONSTRUCTION, INC.
P.O. BOX 431
DEFIANCE, OHIO 43512

who will act as the ENGINEER in connection with completion of the
Project in accordance with the Contract Documents.

Article 3. CONTRACT TIME. The work shall be completed within 120
calendar days after the date which the CONTRACTOR is to start the
Work as provided in the Contract Documents

665
Independence

Article 4. CONTRACT PRICE. The OWNER will pay the CONTRACTOR for performance of the work and completion of the project in accordance with the Contract Documents subject to adjustment by Modifications as provided therein in current funds as follows:

NOTE: The below listed items shall be considered as constructed complete or installed complete, to the point of being functional.

All Heating, Venting and Air Conditioning and required associated work and conditions as stipulated on the plans dated 9-9-86 and bid documents, for the sum of -----\$25,376.00

(Twenty-Five Thousand Three Hundred Seventy-Six dollars)

Article 5. PROGRESS AND FINAL PAYMENTS. The OWNER will make progress payments on amount of the Contract Price as provided in the General Conditions as follows:

5.1 Progress and final payments will be on the basis of the CONTRACTOR's applications for payment as approved by the ENGINEER.

5.2 On or about the first day of each month during construction:

100 percent of all material incorporated into project; 92 percent of all material suitably stored, but not incorporated into project; 92 percent of all labor costs until project is 50 percent completed; 100 percent of all labor costs from the point of 50 percent project completion to 100 percent project completion; less in each case the aggregate of payments previously made.

- 5.3 Upon reaching 50 percent project completion, all retainage shall be placed in an escrow account, and upon reaching substantial completion, all retainages shall be paid, except for an amount necessary to assure completion.
- 5.4 Within thirty (30) days of final completion, all remaining retainages and accumulated interest shall be paid.
- 5.5 In any event, all payments shall be made in accordance with the provisions of State of Ohio Amended Substitute Senate Bill Number 330.

Article 6. CONTRACT DOCUMENTS. The Contract Documents which comprise the Contract between the OWNER and the CONTRACTOR are attached hereto and made a part thereof and consist of the following:

- 6.1 This Agreement (pages 21 to 25 inclusive),
- 6.2 Exhibits to this Agreement (pages N/A to N/A, inclusive),
- 6.3 CONTRACTOR's Bid and Bid Bonds consisting of 12 pages.
- 6.4 Specifications consisting of:
 - Instructions to Bidders (pages -----to-----inclusive), 5 pages
 - General Conditions (pages GC-1 to GC-36 inclusive), and the following
 - Special Conditions (pages -----to-----inclusive), 50 pages
 - Technical Provisions (pages N/A to N/A inclusive),
- 6.5 Drawings as listed on the attached exhibit N/A,
- 6.6 Addenda numbers 1 to 3 inclusive, and
- 6.7 Any modifications, including Change Orders, duly delivered after execution of this Agreement.

Article 7. MISCELLANEOUS.

- 7.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.
- 7.2 Neither the OWNER nor the CONTRACTOR shall, without the prior written consent of the other, assign or sublet the whole or in part his interest under any of the Contract Documents and specifically the CONTRACTOR shall not assign any monies due or to become due without the prior written consent of the OWNER.
- 7.3 The OWNER and the CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 7.4 The Contract Documents constitute the entire agreement between the OWNER and the CONTRACTOR and may only be altered, amended or repealed by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement
the day and year first above written.

~~Contract~~ Elling's Plumbing & Heating Inc.
Contractor

By Michael A. Elling

Title Secretary - Treasurer
COMMUNITY IMPROVEMENT CORPORATION
OF HENRY COUNTY

By Robert L. Anglin PRESIDENT

& James W. Helton Secretary

NOTICE OF AWARD

TO: ~~Part H~~ Ellings Heating & Plumbing Inc.

T-487 FR 108

North St. Rt. 108

Napoleon, Ohio 43545

PROJECT DESCRIPTION: Heating, Ventilation and Air Conditioning for
An Industrial Facility located at 655 Independence Drive, Napoleon, Ohio

The Owner has considered the bid submitted by you for the above described work in response to its Advertisement for Bids dated October 29, 19 86 and Information for Bidders.

You are hereby notified that your bid has been accepted for items in the amount of \$ 25,376.00.

You are required by the Information for Bidders to execute the Agreement and furnish the required Contractor's Performance Bond, Payment Bond and Certificates of Insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said Bonds within ten (10) days from the date of this Notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your Bid as abandoned and as a forfeiture of your Bid Bond. The Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the Owner.

Dated this 25th day of November, 19 86.

COMMUNITY IMPROVEMENT CORPORATION
OF HENRY COUNTY

OWNER

BY Michael L. Snyder

TITLE PRESIDENT

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by:

Ellings Plumbing & Heating, Inc.
this the 25th day of November, 1986

BY Milba A. Elling
TITLE Secretary - Treasurer