

CONTRACT

6605  
Independence

THIS CONTRACT made as of the 25th day of November,  
in the year 19 86 by and between Community Improvement Corporation of  
Henry County, Ohio, on behalf of the City of Napoleon, Ohio  
hereinafter called the OWNER and R. G. Zachrich Construction, 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  
Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, and accepted alternates No.'s A-3  
for an Industrial Facility located 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

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 Metal Building Work (Section 1) Sitework (Section 2) Concrete (Section 3) Masonry (Section 4) Joist & Deck (Section 5) Framing, Drywall & Trim (Section 6) Roofing and Sheet Metal (Section 7) Doors and Windows (Section 8) Finishes (Section 9) Specialties (Section 10) and Alternates \_\_\_\_\_ and associated work and conditions as stipulated on the plans dated 9-9-86 and bid documents, for the sum of-----  
-----\$208,595.00

{Two Hundred Eight Thousand Five Hundred Ninety-Five dollars}

and Alternate sum of ----- \$1,000.00 for Alternate A-3 is accepted.

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.

R.G. Technical Services, Inc.  
Contractor

By [Signature]

Title [Signature]

COMMUNITY IMPROVEMENT CORPORATION OF  
HENRY COUNTY

By Michael H. Hester, President

& Genevieve Holton, Secretary

\_\_\_\_\_

NOTICE OF AWARD

TO: R. G. Zachrich Construction, Inc.  
10105 Switzer Rd.  
Defiance, Ohio 43512

PROJECT DESCRIPTION: Sections 1-10 per the bid documents 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 \$ 208,595.00.

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.

THE COMMUNITY IMPROVEMENT CORPORATION  
OF HENRY COUNTY

OWNER

BY Michael J. Meyer

TITLE PRESIDENT

ACCEPTANCE OF NOTICE

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

R. G. Zachrich Construction, Inc.

this the 25th day of November, 1980

BY

TITLE

PRESIDENT

# POWER OF ATTORNEY

## International Fidelity Insurance Company

HOME OFFICE: 24 COMMERCE STREET  
NEWARK, NEW JERSEY 07102

CP N° 64595

TEL. (201) 624-7200

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a N.J. Corporation, having its principal office in the City of Newark, County of Essex, State of N.J., does hereby make, constitute and appoint NANCY H. NETZEL

in the City of SOUTHFIELD, County of OAKLAND, State of MICHIGAN, with limited authority, its true and lawful Agent and Attorney-in-Fact, with full-power and authority hereby conferred, to sign, execute, acknowledge, and deliver for and on its behalf as Surety, subject to the limitation as herein set forth, any and all papers and documents necessary or incidental to

### BID BONDS ONLY

NOT TO EXCEED THE SUM OF \$50,000.00

The acknowledgement and execution of any such document by the said Attorney-in-Fact shall be as binding upon this Company as if such bond has been executed and acknowledged by the regularly elected officers of this Company.

The signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

All authority hereby conferred shall expire and terminate without notice unless used before midnight DEC 31 1987

INTERNATIONAL FIDELITY INSURANCE COMPANY further certifies that the following is a true and exact copy of a resolution of the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY, duly adopted and now in force, to-wit: All bonds of the Corporation shall be executed in the corporate name of the Company by the President or Vice-President, or by such other officers as the Board of Directors may authorize. The President or Vice-President, Secretary, or any Assistant Secretary may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds in the name of the Company. The Corporate Seal is not necessary for the validity of any bonds of the Corporation.

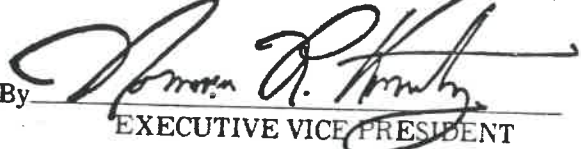
IN WITNESS WHEREOF, the said INTERNATIONAL FIDELITY INSURANCE COMPANY has caused these presents to be executed by its officer this 29th day of October, 19 86

State of NEW JERSEY

County of ESSEX

ss.

INTERNATIONAL FIDELITY INSURANCE COMPANY

By   
EXECUTIVE VICE PRESIDENT

On this 29th day of October, 19 86, before me, a Notary Public, personally

appeared NORMAN R. KONVITZ, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as Exec. Vice-President of the said INTERNATIONAL FIDELITY INSURANCE COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.

GILDA LEVINSON

My Commission expires A NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires July 23, 1989

  
Notary Public





# International Fidelity Insurance Company

24 COMMERCE STREET NEWARK, N. J. 07102

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned,  
R.G. Zachrich Construction, Inc.

as Principal, and THE INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation of the State of New Jersey, as Surety, are held and firmly bound unto  
Community Improvement Corporation of Henry County  
on behalf of the City of Napoleon, Ohio  
in the penal sum of Five Percent (5%) of the attached bid\*\*\*  
for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed, this 29th day of October 19 86

The condition of the above obligation is such that whereas the Principal has submitted to Community Improvement Corporation of Henry County on behalf of the City of Napoleon, Ohio  
a certain bid, attached hereto and hereby made a part hereof, to enter into a contract in writing for  
New Manufacturing Building

NOW, THEREFORE,

- (a) If said bid shall be rejected, or in the alternate
- (b) If said bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto, properly completed in accordance with said bid, and shall furnish a bond for the faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said bid;

THEN, THIS OBLIGATION SHALL BE VOID, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of time within which the said bid may be accepted; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereto set their hands and seals, and such of them as are corporations have caused their corporate seals, to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Signed, sealed and delivered in the presence of: R.G. Zachrich Construction, Inc.

ATTEST:

R.W. Detroit

[Signature]  
Principal

ATTEST:

Wendy D. Patterson

INTERNATIONAL FIDELITY INSURANCE CO.

By:

[Signature]  
Nancy H. Netzel  
Attorney-in-fact

\*\*\*Subject to a maximum contract amount of \$500,000.00 Bid Bond



# R. G. ZACHRICH CONSTRUCTION INC.

COMMERCIAL • INDUSTRIAL • RESIDENTIAL

P. O. BOX 431

10105 SWITZER RD.

PHONE 419/782-7846

DEFIANCE, OHIO 43512

February 4, 1987

Cornish, Zack, Hill & Associates  
24225 N. Nine Mile Road  
Southfield, Michigan 48034

Attn: Nancy

Re: Performance Bond  
CP-65402

Dear Nancy,

This letter is to inform you that the above bond is not in our possession, nor is it in the possession of the Owner (their letter attached). We therefore presume that it is lost somewhere in transit.

We hereby request that you issue a new performance bond covering this project as soon as possible.

If you have any questions, please call me.

Thank you.

Very truly yours,

R. G. Zachrich Construction, Inc.

Robert W. Deitrick

RWD/cg

cc: Mr. Wesche  
Mr. Elden Huber - City of Napoleon

# HENRY COUNTY COMMUNITY IMPROVEMENT CORPORATION

107 MAIN STREET • NAPOLEON, OHIO 43545 • (419) 592-4637

February 3, 1987

Mr. Robert Deatruck  
c/o Deatruck-Horman-Galliers, Inc.  
417 Wayne Avenue, P.O. Box 431  
Defiance, Ohio 43512

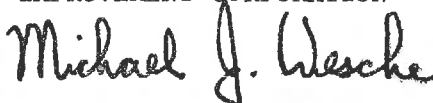
Re: D.W.E. Screw Products, Inc. project  
Napoleon Industrial Park

Dear Mr. Deatruck:

I am writing to you on behalf of the Henry County Community Improvement Corporation, of which I am Treasurer and a member of the Board of Trustees. Please be advised that we are unable to locate and do not have in our possession a performance bond from R. G. Zachrich Construction, Inc., which is the general contractor for the above-referenced project. We require and request that such a performance bond be provided at the earliest possible time.

Very truly yours,

HENRY COUNTY COMMUNITY  
IMPROVEMENT CORPORATION



Michael J. Wesche, Treasurer

MJW:jan



# R. G. ZACHRICH CONSTRUCTION INC.

COMMERCIAL • INDUSTRIAL • RESIDENTIAL

P. O. BOX 431

10105 SWITZER RD.

PHONE 419/782-7846

DEFIANCE, OHIO 43512

February 2, 1987

City of Napoleon  
255 Riverview  
Napoleon, Ohio 43545

Attn: Elden Huber

Re: Performance Bond  
D.W.E. Screw Products

Dear Sir:

Please find enclosed, documentation of events for procurement of above bond.

1. Copy of 11-21-86 speed note to bonding company requesting bond.
2. Copy of bond they issued. Note bond number at top.
3. Copy of invoice (their billing to us for the bond).

This proves the issuance of the bond, and your coverage.

Currently, you have asked for a copy of the bond. I called the bonding company. They sent a copy. However, the copy is unsigned. (They never got a copy of a signed bond back to them). They also will not reissue a copy of the Power of Attorney. I determined that the copy of bond in this form would not be acceptable to you. Upon calling the bonding company again, I was informed that the only other alternative was to issue a new bond. This would require a letter from our company and a letter from the Owner, both stating that neither party had the original in their possession; that both presumed the original bond to be lost. With these letters in their possession, they would issue a new bond.

I called Mr. Wesche, attorney for Community Improvement Corporation of Henry County (Owner), and asked for a letter covering the lost bond.

This brings us to today, and your phone call. I hope this will substantiate our movement in trying to procure the bond for you.

If you have any questions please call me.

Very truly yours,

R. G. Zachrich Construction, Inc.

Robert W. Deitrick

RWD/cg  
Encl: