

City of NAPOLEON, OHIO

255 RIVERVIEW AVENUE, P.O. BOX 151
NAPOLEON, OHIO 43545-0151
(419) 592-4010



February 13th, 1995

Mayor
Robert G. Heft

Mr. Ronald Ernsberger, President
Vision Molded Plastics, Ltd.
1675 Industrial Drive
Napoleon, Ohio 43545

Members of Council
John E. Church, President
Michael J. DeWit
James Hershberger
Sarah Peper
Terri A. Williams
Travis B. Sheaffer
Charles E. Burgoon

Re. Water tap cost & street bond.

City Manager
Terry Dunn

Dear Mr. Ernsberger

As you know the estimated cost of the 8" fire line water tap for your new building is *\$2044.29, this payment will need to be made before we install the tap.

Finance Director
Rupert W. Schweinhagen

Please contact me as soon as you have determined who will install the new 8" fire line. We will require the contractor to register with the City, which includes a certificate of insurance, proof of workman's compensation payment and a \$2500.00 street bond (for open cut only) before he may begin construction of the fire line. Also your contractor will be responsible for providing the proper backflow prevention device if required (depending on the type of sprinkling system) on the new fire line.

Law Director
David M. Grahn

City Engineer
Marc S. Gerken

Sincerely

Brent N Damman
Building & Zoning
Administrator

* The actual cost of installation may vary from this estimated figure.



Shambaugh & Son, Inc.
Contractors Engineers

7614 Opportunity Drive
P. O. Box 1287 Fort Wayne, Indiana 46801
(219) 487-7777

TRANSMITTAL SHEET

Date: May 2, 1995

TO: City of Napoleon, Ohio
255 Riverview Avenue
P. O. Box 161
Napoleon, Ohio 43545

RE: Vision Plastics

We are forwarding:

- (1) Bond
- (1) Signed agreement

REMARKS:

Very truly yours,

Shambaugh & Son, Inc.

Cindi Derck

Enclosure

AGREEMENT

SHAMBAUGH & SON, INC., acting as an independent Contractor, does herein guarantee that the work to be done within the right-of-way limits of CITY OF NAPOLEON for the construction of NEW FIRE LINE FOR VISION PLASTICS

shall be completed in accordance with the specifications as issued by the City of Napoleon Engineering Department. It is further agreed that SHAMBAUGH & SON, INC. shall save harmless the City of Napoleon from any liability due to damage of utilities, personal property loss, personal injury, non-payment of suppliers or any possible litigation arising from the construction as stated above.

The City of Napoleon will allow said Contractor to temporarily block off all but local traffic on 1675 INDUSTRIAL from _____ to _____ for a period not exceeding 10 hours. (The City of Napoleon shall receive 48-hour notice prior to construction.)

As an insurance that the above mentioned work is done according to the Engineer's specifications, a certified check for the amount of \$ ATTACHED BOND (made payable to the City of Napoleon) shall be deposited with the Engineering Department and held as surety. If it is the opinion of the Napoleon Engineering Department that the work does not meet specifications, appropriate deductions from the deposit will be made to compensate the City for any corrections necessary. Any portion of the deposit not used by the City of Napoleon for construction corrections will be returned to the contractor 30 days after completion of the work as authorized.

If for any reason the work is not accomplished in the given time, a penalty charge of \$25 for any portion of a day in excess of the allotted time. This penalty charge will be deducted from the monies placed for deposit.

NO WORK WILL BEGIN PRIOR TO OBTAINING THE PROPER TAPPING PERMITS.

The foregoing statement was agreed to on this 27th day of APRIL, 1995.

SHAMBAUGH & SON, INC.

J. Phil Cook
CONTRACTOR
J. PHIL COOK, P.E., VICE PRESIDENT

CITY MANAGER
CITY OF NAPOLEON

On APRIL 27, 1995, the above parties appeared before me and indicated their agreement with the contents of this document by their signatures.

Seal:

Cynthia M. Lerner
Notary Public for the State
of ~~OHIO~~ INDIANA
My commission expires 07/21/96