

SECTION PF

PROPOSAL FORM

1. TO:

CITY OF NAPOLEON
ATTEN: MR. RUPERT W. SCHWEINHAGEN (CLERK-TREASURER)
255 RIVERVIEW AVENUE
NAPOLEON, OHIO

2. HAVING READ THE SPECIFICATIONS AND EXAMINED THE DRAWINGS ENTITLED-

NAPOLEON MUNICIPAL SERVICE
AND STORAGE BUILDING

AND ADDENDA NUMBERS

-----1,2 & 3-----

PREPARED BY SAMBORN, STEKETEE, OTIS, AND EVANS, INC., ENGINEERS,
ARCHITECTS, AND PLANNERS, 1001 MADISON AVE., TOLEDO, OHIO 43624, FOR THE
CONSTRUCTION AND SAID PROJECT AND HAVING INSPECTED THE SITE AND THE
CONDITIONS AFFECTING AND GOVERNING THE CONSTRUCTION OF THE SAID PROJECT,
THE UNDERSIGNED

-----Mel Lanzer Company-----

HEREBY PROPOSES TO FURNISH ALL LABOR, MATERIALS, TOOLS, EQUIPMENT,
SUPERVISION, AND SERVICE REQUIRED FOR THE COMPLETION OF THE WORK AS SHOWN
ON THE DRAWINGS AND IN THE SPECIFICATIONS, FOR THE FOLLOWING SUMS--

3. BIDDERS SHALL FILL IN ALL BLANKS HEREINAFTER APPLICABLE TO CONTRACT FOR
WHICH BID IS BEING SUBMITTED. WRITE IN THE SUM AND FIGURES AND IN THE
EVENT OF DISCREPANCY, WRITTEN WORDS SHALL PREVAIL; BIDDER SHALL ALSO STRIKE
OUT THE INAPPROPRIATE WORDS (ADD TO) OR (DEDUCT FROM) WHEN FILLING-IN THE
AMOUNT FOR THE ALTERNATES.

A. COMBINED GENERAL CONSTRUCTION CONTRACT-

TOTAL FOR THE SUM OF Five hundred nine thousand, one hundred ten -----

-----DOLLARS \$ 509,110.00-----

(1) IF ALTERNATE "A" IS ACCEPTED, (ADD TO) (~~DEDUCT FROM~~) BASE BID
PROPOSAL ITEM 3A AS FOLLOWS:

TOTAL FOR THE SUM OF Twenty six thousand, seven hundred nineteen

-----DOLLARS \$ 26,719.00-----

- (2) IF ALTERNATE "B" IS ACCEPTED, ADD TO BASE BID PROPOSAL ITEM 3A AS FOLLOWS:

TOTAL FOR THE SUM OF Three thousand five hundred sixty five-----
----- DOLLARS \$ 3,565.00

- (3) IF ALTERNATE "C" IS ACCEPTED, ADD TO BASE BID PROPOSAL ITEM 3A AS FOLLOWS:

TOTAL FOR THE SUM OF Nine thousand one hundred twenty six-----
-----DOLLARS \$ 9,126.00

- (4) IF ALTERNATE "D" IS ACCEPTED, ADD TO BASE BID PROPOSAL ITEM 3A AS FOLLOWS:

TOTAL FOR THE SUM OF Three thousand nine hundred thirteen -----
----- DOLLARS \$ 3,913.00

B. UNIT PRICES-

IT IS UNDERSTOOD AND AGREED BY THE UNDERSIGNED THAT THE OWNER RESERVES THE RIGHT TO REJECT ANY OR ALL OF THE FOLLOWING UNIT PRICES WHICH THE OWNER MAY CONSIDER EXCESSIVE OR UNREASONABLE; OR TO ACCEPT, BY INCLUDING THE SAME IN THE CONTRACT AS UNIT PRICES APPLICABLE IN THE EVENT OF ADDITIONS TO OR DEDUCTIONS FROM THE WORK TO BE PERFORMED UNDER THE CONTRACT ANY OR ALL OF SUCH UNIT PRICES WHICH THE OWNER MAY CONSIDER FAIR AND REASONABLE.

IF THE FOLLOWING ITEMS OF WORK ARE ADDED TO QUANTITIES REQUIRED BY DOCUMENTS, UNIT PRICES WILL APPLY AS STATED, HOWEVER, IF SUCH ARE DEDUCTED, UNIT PRICES WILL BE DECREASED BY 15 PERCENT OF AMOUNTS STATED.

UNIT PRICES LISTED BELOW MUST BE FILLED IN PRIOR TO BID OPENING.

- (1) MASS EXCAVATION BY MACHINE, PER CU. YD.

DOLLARS \$ 4.00

- (2) TRENCH EXCAVATION BY MACHINE, PER CU. YD.

DOLLARS \$ 7.00

- (3) HAND EXCAVATION, PER CU. YD.

DOLLARS \$ 20.00

- (4) OFF SITE DISPOSAL OF ABOVE SPOIL, PER CU. YD.

DOLLARS \$ 5.00

- (5) MASS CONCRETE (3000 PSI, NO FORM WORK NOR RESTEEL.) PER CU. YD. IN PLACE.
DOLLARS \$ 65.00
- (6) YELLOW SAND, COMPACTED FOR STRUCTURAL FILL FROM OFFSITE BORROWS, PER. CU. YD. IN PLACE.
DOLLARS \$ 8.75
- (7) OTHER CLEAN FILL OR BACKFILL, MATERIAL FROM OFFSITE BORROWS, PER CU. YD. IN PLACE.
DOLLARS \$ 10.00

4. SUBSTITUTIONS

BIDDER IS CAUTIONED TO BID ON THE "STANDARDS" SPECIFIED, AND TO ENTER, ON THE FOLLOWING "SUBSTITUTION SHEET", ALL MATERIAL WHICH THE BIDDER WISHES TO HAVE CONSIDERED FOR POSSIBLE SUBSTITUTION.

THE FOLLOWING SUBSTITUTIONS FROM THE "STANDARDS" SPECIFIED ARE LISTED HEREIN FOR CONSIDERATION, AND IF ACCEPTED, THE CONTRACT SUM MAY BE ADJUSTED IN ACCORDANCE WITH THE FOLLOWING RATES-

ITEM -----	ADD ---	DEDUCT -----
A. <u>see below</u>	\$ _____	\$ <u>1,700.00</u>
B. <u>see below</u>	\$ _____	\$ <u>400.00</u>
C. <u>2x4 suspended ceiling in lieu of Rockaway ceiling</u>	\$ _____	\$ <u>6,800.00</u>
D. _____	\$ _____	\$ _____

5. CONTRACT

THE UNDERSIGNED AGREES THAT ABOVE PRICES SHALL HOLD FOR 30 DAYS AFTER RECEIPT OF PROPOSALS, TO ACCEPT PROVISIONS OF "INVITATION TO BID" AND "INSTRUCTION TO BIDDERS" REGARDING BID SECURITY AND BOND, AND TO COMPLY WITH STIPULATED GUARANTEES AND WARRANTES AS INTENDED.

6. TIME OF STARTING WORK

IT IS UNDERSTOOD THAT THE CONTRACTOR SHALL START HIS WORK WITHIN TEN (10) DAYS AFTER AWARD OF CONTRACT, AND SHALL CARRY ON HIS OPERATION IN SUCH A MANNER AS TO CAUSE THE LEAST POSSIBLE INCONVENIENCE TO THE PUBLIC, WITH LEAST DELAY IN PROSECUTION OF THE WORK.

- A. Cast iron no hub soil pipe and fittings under garage floor and ABS plastic pipe & fittings under restroom floor for sanitary in accord with Ohio Plumbing Code.
- B. Substitute screwed pipe & fittings on 2½" and 3" gas line (approved by Gas Company)

7. TIME OF COMPLETION

CONTRACTOR PROPOSES TO COMPLETE THE WORK WITHIN (180) CALENDER DAYS
(SATURDAYS, SUNDAYS, AND HOLIDAYS INCLUDED) FROM DATE OF AWARD OF CONTRACT.

8. WITHDRAWAL OF PROPOSAL

IT IS UNDERSTOOD THAT THIS PROPOSAL MAY BE WITHDRAWN PRIOR TO SCHEDULED
OPENING DATE OR POSTPONEMENT THEREOF.

9. SUBMITTED BY

FIRM NAME Mel Lanzer Company Corporation - Ohio

ADDRESS 2266 N. Scott St., Napoleon, Ohio

SIGNED Melvin W. Lanzer TITLE President DATE 4-16-80
(MANUAL SIGNATURE)

Melvin W. Lanzer
(TYPED SIGNATURE)

PROPOSAL FORM SHALL BE FILLED OUT IN TRUE DUPLICATES. IF BIDDER IS
CORPORATION, INDICATE STATE OF INCORPORATION, IF PARTNERSHIP, GIVE FULL NAMES
OF PARTNERS.

Bid or
Proposal
Bond

Ohio Farmers Insurance Co.

Westfield Center, Ohio

KNOW ALL MEN BY THESE PRESENTS, THAT WE, Mel Lanzer Co.
2266 N. Scott St.
Napoleon, OH 43545
as principal, and the OHIO FARMERS INSURANCE COMPANY, an Ohio corporation, with Principal
Office at Westfield Center, Ohio, as Surety, are held and firmly bound unto

The City of Napoleon, Ohio

as obligee, in the penal sum of 5% of the Amount of the Bid DOLLARS,
lawful money of the United States of America, for the payment of which, well and truly to be made, we
bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by
these presents.

SIGNED, sealed and dated this 15th day of April 1980

WHEREAS the said principal is herewith submitting proposal for

Construction of Municipal Service & Storage Building

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if
the said principal shall execute a contract and give bond for the faithful performance thereof within
days after being notified in writing of the award of such contract to principal, or if the
principal or surety shall pay the obligee the sum, not exceeding the penalty hereof, by which the amount
of the contract, covering the said proposal, properly and lawfully executed by and between the obligee and
some third party, may exceed the amount bid by principal, then this obligation shall be void; otherwise it
shall remain in full force and effect.

Melvin W. Lanzer (L. S.)
Mel Lanzer Co. (L. S.)

OHIO FARMERS INSURANCE COMPANY

By *William E. Bokerman*
William E. Bokerman Attorney-in-fact

NON COLLUSION AFFIDAVIT

The undersigned hereby certify to their best knowledge and belief that:

(1) the bid to the City of Napoleon submitted with the attached specifications dated March 1980 has been prepared by The Mel Lanzer Company without collusion or fraud with any person, seller, or supplier of labor, materials and/or other apparatus.

(2) the prices, terms and/or conditions have not been communicated by the bidder, any employee or agent to any other bidder, employee or agent, and will not communicate such information to any such individual prior to the official opening of the above referred to bid.

Date April 16, 1980

Melvin W. Lanzer
Signature of person responsible for the preparation of bid.

Subscribed and sworn to before me this 16th day of April 1980.

Henry Baker, Jr.
Notary Public

HENRY BAKER, JR., Notary Public
State of Ohio
My Commission Expires 04-10-1981

Power of Attorney
CERTIFIED COPY

Power No. 3397-79

Ohio Farmers Insurance Co.

Westfield Center, Ohio

Know All Men by These Presents, That OHIO FARMERS INSURANCE COMPANY, a corporation duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, does by these presents make, constitute and appoint William E. Bokerman and Joel A. Bokerman, jointly or severally

of Napoleon and State of Ohio its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, undertakings, and recognizances; provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed ONE MILLION (\$1,000,000) DOLLARS-----

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions adopted by the Board of Directors of the Ohio Farmers Insurance Company:

"Be It Resolved, that the President, any Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

"Section 1. Attorney-in-Fact. Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary." (Adopted at a meeting held on the 3rd day of July, 1957.)

"Be It Resolved, that the power and authority to appoint Attorney(s)-in-Fact granted to certain officers by a resolution of this Board on the 3rd day of July, 1957, is hereby also granted to any Assistant Vice-President." (Adopted at a meeting held on the 13th day of July, 1976.)

This power of attorney and certificate is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Ohio Farmers Insurance Company at a meeting duly called and held on the 9th day of June, 1970:

BE IT RESOLVED, that the signature of any authorized officer and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

In Witness Whereof, OHIO FARMERS INSURANCE COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed this 24th day of August A.D., 1979.

{ Corporate Seal Affixed }



OHIO FARMERS INSURANCE COMPANY

By R. M. McGhee Vice President

State of Ohio }
County of Medina } ss.:

On this 24th day of August A.D., 1979, before me personally came R. M. McGhee to me known, who, being by me duly sworn, did depose and say, that he resides in Westfield Center; that he is Vice President of OHIO FARMERS INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.

{ Notarial Seal Affixed }



Robert Wavrek Notary Public

CERTIFICATE

My Commission Does Not Expire
Sec. 147.03 Ohio Revised Code

State of Ohio }
County of Medina } ss.:

I, David S. Smith, Jr. Assistant Secretary of the OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seal of said Company at Westfield Center, Ohio, this _____ day of _____ A.D., 19_____

BD 5410 B



David S. Smith, Jr.
David S. Smith, Jr., Assistant Secretary

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A107

Abbreviated Form of Agreement Between Owner and Contractor

For CONSTRUCTION PROJECTS OF LIMITED SCOPE where
the Basis of Payment is a STIPULATED SUM

1978 EDITION

*THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH
AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION*

This document includes abbreviated General Conditions and should not be used with other General Conditions.
It has been approved and endorsed by The Associated General Contractors of America.

AGREEMENT

made as of the _____ day of _____ May _____ in the year of Nineteen
Hundred and Eighty _____

BETWEEN the Owner: City of Napoleon, Ohio
255 Riverview Avenue

and the Contractor: Mel Lanzer Company
2266 North Scott Street
Napoleon, Ohio

the Project: Municipal Service and Storage Building

the Architect: Samborn, Steketee, Otis and Evans, Inc.
1001 Madison Avenue
Toledo, Ohio

The Owner and the Contractor agree as set forth below.

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and will be subject to legal prosecution.

**ARTICLE 1
THE WORK**

- 1.1** The Contractor shall perform all the Work required by the Contract Documents for
(Here insert the caption descriptive of the Work as used on other Contract Documents.)

Construction of a Municipal Service and Storage Building for the City of Napoleon, Ohio, to be located at 639 Industrial Drive, Napoleon, Ohio.

**ARTICLE 2
TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

- 2.1** The Work to be performed under this Contract shall be commenced within ten (10) days after Execution of this Agreement. and, subject to authorized adjustments, Substantial Completion shall be achieved not later than
(Here insert any special provisions for liquidated damages relating to failure to complete on time.)

180 calendar days (Saturdays, Sundays, and Holidays included) from the date of Execution of this Agreement.

**ARTICLE 3
CONTRACT SUM**

- 3.1** The Owner shall pay the Contractor in current funds for the performance of the Work, subject to additions and deductions by Change Order as provided in the Contract Documents, the Contract Sum of

Five Hundred Thirty-Five Thousand Seven Hundred and Two Dollars (\$535,702.00) which sum includes change order No. 1 approved May 5, 1980 in the amount of \$26,592.

- 3.2** The Contract Sum is determined as follows:

(State here the base bid or other lump sum amount, accepted alternates, and unit prices, as applicable.)

Combined General Construction Contract	\$509,110.00
Alternate "B" - Metal Lockers & Wood Benches	3,565.00
Alternate "C" - Wire Mesh Partitions	9,126.00
Substitutions:	
1. 24 Gauge Standing Seam Roof Panels, Type II Aluminized Steel Finish in Lieu of Roof Panels Specified	9,146.00
2. Exterior Wall Panels Finished with American "Doubl-Lam" Korad Acrylic Film, Antique Gold Color, in Lieu of Finish Specified	3,507.00
3. Interior Liner Panels Finished with American "Tuff-Bac" Polymer Film, Antique Gold Color, in Lieu of Finish Specified	1,248.00
TOTAL	\$535,702.00

ARTICLE 4
PROGRESS PAYMENTS

- 4.1 Based upon Applications for Payment submitted to the Owner by the Contractor and Certificates for Payment issued by the Owner, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided in the Contract Documents for the period ending the last Monday of the month as follows:

(Here insert payment procedures and provision for retainage, if any.)

Progress Payments shall be made to the Contractor, by the Owner, between the First Tuesday and the First Friday of each Month.

An amount equal to ten percent (10%) of each Progress Payment shall be retained by the Owner. Such retainage shall be paid by the Owner to the Contractor when Final Payment is made (Article 5).

- 4.2 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate entered below, or in the absence thereof, at the legal rate prevailing at the place of the Project.

(Here insert any rate of interest agreed upon.)

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Specific legal advice should be obtained with respect to deletion, modification, or other requirements such as written disclosure or waivers.)

ARTICLE 5
FINAL PAYMENT

- 5.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the Owner to the Contractor when the Work has been completed, the Contract fully performed, and a final Certificate for Payment has been issued by the Owner.

ARTICLE 6
ENUMERATION OF CONTRACT DOCUMENTS

- 6.1 The Contract Documents, which constitute the entire agreement between the Owner and the Contractor, are listed in Article 7 and, except for Modifications issued after execution of this Agreement, are enumerated as follows:

(List below the Agreement, the Conditions of the Contract, [General, Supplementary, and other Conditions], the Drawings, the Specifications, and any Addenda and accepted alternates, showing page or sheet numbers in all cases and dates where applicable.)

This Agreement with General Conditions

U.S. Department of Labor Wage Determinations

Specifications Dated March 1980

Addendum No. 1 Dated April 7, 1980

Addendum No. 2 Dated April 8, 1980

Addendum No. 3 Dated April 11, 1980

Drawings A1, A2, A3, A4, C1, C2, C3, FP-1, P-1, P-2, M1, M2, M3, E1, E2, & E3

All Dated March 24, 1980

Issued for Bids

Accepted Alternates "B" and "C"

GENERAL CONDITIONS

ARTICLE 7 CONTRACT DOCUMENTS

7.1 The Contract Documents consist of this Agreement with General Conditions, Supplementary and other Conditions, the Drawings, the Specifications, all Addenda issued prior to the execution of this Agreement, and all Modifications issued by the Architect after execution of the Contract such as Change Orders, written interpretations and written orders for minor changes in the Work. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work. The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all. Work not covered in the Contract Documents will not be required unless it is consistent therewith and reasonably inferable therefrom as being necessary to produce the intended results.

7.2 Nothing contained in the Contract Documents shall create any contractual relationship between the Owner or the Architect and any Subcontractor or Sub-subcontractor.

7.3 By executing the Contract, the Contractor represents that he has visited the site and familiarized himself with the local conditions under which the Work is to be performed.

7.4 The Work comprises the completed construction required by the Contract Documents and includes all labor necessary to produce such construction, and all materials and equipment incorporated or to be incorporated in such construction.

ARTICLE 8 ARCHITECT

8.1 The Architect will provide administration of the Contract and will be the Owner's representative during construction and until final payment is due.

8.2 The Architect shall at all times have access to the Work wherever it is in preparation and progress.

8.3 ~~The Architect will visit the site at intervals appropriate to the stage of construction to familiarize himself generally with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of his on-site observations as an architect, he will keep the Owner informed of the progress of the Work, and will endeavor to guard the Owner against defects and deficiencies in the Work of the Contractor.~~ The Architect will not have control or charge of and will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, and he will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

~~8.4 Based on the Architect's observations and an evalua-~~

~~tion of the Contractor's Applications for Payment, the Architect will determine the amounts owing to the Contractor and will issue Certificates for Payment in accordance with Article 15.~~

8.5 The Architect will be the interpreter of the requirements of the Contract Documents. He will make decisions on all claims, disputes or other matters in question between the Contractor and the Owner, but he will not be liable for the results of any interpretation or decision rendered in good faith. The Architect's decisions in matters relating to artistic effect will be final if consistent with the intent of the Contract Documents. All other decisions of the Architect, except those which have been waived by the making or acceptance of final payment, shall be subject to arbitration upon the written demand of either party.

8.6 The Architect will have authority to reject Work which does not conform to the Contract Documents.

8.7 The Architect will review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for conformance with the design concept of the Work and with the information given in the Contract Documents.

ARTICLE 9 OWNER

9.1 The Owner shall furnish all surveys and a legal description of the site.

9.2 Except as provided in Paragraph 10.5, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for the construction, use or occupancy of permanent structures or permanent changes in existing facilities.

9.3 The Owner shall forward all instructions to the Contractor ~~through the Architect.~~

9.4 If the Contractor fails to correct defective Work or persistently fails to carry out the Work in accordance with the Contract Documents, the Owner, by a written order, may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the Owner to stop the Work shall not give rise to any duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

ARTICLE 10 CONTRACTOR

10.1 The Contractor shall supervise and direct the Work, using his best skill and attention and he shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract.

10.2 Unless otherwise specifically provided in the Contract Documents, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper

execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

10.3 The Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on the Work any unfit person or anyone not skilled in the task assigned to him.

10.4 The Contractor warrants to the Owner and the Architect that all materials and equipment incorporated in the Work will be new unless otherwise specified, and that all Work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All Work not conforming to these requirements may be considered defective.

10.5 Unless otherwise provided in the Contract Documents, the Contractor shall pay all sales, consumer, use and other similar taxes which are legally enacted at the time bids are received, and shall secure and pay for the building permit and for all other permits and governmental fees, licenses and inspections necessary for the proper execution and completion of the Work.

10.6 The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the Work, and shall promptly notify the Architect if the Drawings and Specifications are at variance therewith.

10.7 The Contractor shall be responsible to the Owner for the acts and omissions of his employees, Subcontractors and their agents and employees, and other persons performing any of the Work under a contract with the Contractor.

10.8 The Contractor shall review, approve and submit all Shop Drawings, Product Data and Samples required by the Contract Documents. The Work shall be in accordance with approved submittals.

10.9 The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. At the completion of the Work he shall remove all his waste materials and rubbish from and about the Project as well as his tools, construction equipment, machinery and surplus materials.

10.10 The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof.

10.11 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner and the Architect and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or

obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph 10.11. In any and all claims against the Owner or the Architect or any of their agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph 10.11 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. The obligations of the Contractor under this Paragraph 10.11 shall not extend to the liability of the Architect, his agents or employees, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the Architect, his agents or employees provided such giving or failure to give is the primary cause of the injury or damage.

ARTICLE 11 SUBCONTRACTS

11.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform any of the Work at the site.

11.2 Unless otherwise required by the Contract Documents or in the Bidding Documents, the Contractor, as soon as practicable after the award of the Contract, shall furnish to the Architect in writing the names of Subcontractors for each of the principal portions of the Work. The Contractor shall not employ any Subcontractor to whom the Architect or the Owner may have a reasonable objection. The Contractor shall not be required to contract with anyone to whom he has a reasonable objection. Contracts between the Contractor and the Subcontractors shall (1) require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by these Documents, assumes toward the Owner and the Architect, and (2) allow to the Subcontractor the benefit of all rights, remedies and redress afforded to the Contractor by these Contract Documents.

ARTICLE 12 WORK BY OWNER OR BY SEPARATE CONTRACTORS

12.1 The Owner reserves the right to perform work related to the Project with his own forces, and to award separate contracts in connection with other portions of the Project or other work on the site under these or similar Conditions of the Contract. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, he shall make such claim as provided elsewhere in the Contract Documents.

12.2 The Contractor shall afford the Owner and separate contractors reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work, and shall connect and coordinate his Work with theirs as required by the Contract Documents.

12.3 Any costs caused by defective or ill-timed work shall be borne by the party responsible therefor.

ARTICLE 13

MISCELLANEOUS PROVISIONS

13.1 The Contract shall be governed by the law of the place where the Project is located.

13.2 All claims or disputes between the Contractor and the Owner arising out of, or relating to, the Contract Documents or the breach thereof shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining unless the parties mutually agree otherwise. Notice of the demand for arbitration shall be filed in writing with the other party to the Owner-Contractor Agreement and with the American Arbitration Association and shall be made within a reasonable time after the dispute has arisen. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Except by written consent of the person or entity sought to be joined, no arbitration arising out of or relating to the Contract Documents shall include, by consolidation, joinder or in any other manner, any person or entity not a party to the agreement under which such arbitration arises, unless it is shown at the time the demand for arbitration is filed that (1) such person or entity is substantially involved in a common question of fact or law, (2) the presence of such person or entity is required if complete relief is to be accorded in the arbitration, (3) the interest or responsibility of such person or entity in the matter is not insubstantial, and (4) such person or entity is not the Architect or any of his employees or consultants. The agreement herein among the parties to the Agreement and any other written agreement to arbitrate referred to herein shall be specifically enforceable under the prevailing arbitration law.

ARTICLE 14

TIME

14.1 All time limits stated in the Contract Documents are of the essence of the Contract. The Contractor shall expedite the Work and achieve Substantial Completion within the Contract Time.

14.2 The Date of Substantial Completion of the Work is the date certified by the Owner when construction is sufficiently complete so that the Owner can occupy or utilize the Work for the use for which it is intended.

14.3 If the Contractor is delayed at any time in the progress of the Work by changes ordered in the Work, by labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any causes beyond the Contractor's control, or by any other cause which the Architect determines may justify the delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

ARTICLE 15

PAYMENTS AND COMPLETION

15.1 Payments shall be made as provided in Article 4 and Article 5 of this Agreement.

15.2 Payments may be withheld on account of (1) defective work not remedied, (2) claims filed, (3) failure of the Contractor to make payments properly to Subcontractors or for labor, materials, or equipment, (4) damage to the Owner or another contractor, or (5) persistent failure to carry out the Work in accordance with the Contract Documents.

15.3 When the Owner agrees that the Work is substantially complete, he will issue a Certificate of Substantial Completion.

15.4 Final payment shall not be due until the Contractor has delivered to the Owner a complete release of all liens arising out of this Contract or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the Owner indemnifying him against any lien. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all moneys the latter may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

15.5 The making of final payments shall constitute a waiver of all claims by the Owner except those arising from (1) unsettled liens, (2) faulty or defective Work appearing after Substantial Completion, (3) failure of the Work to comply with the requirements of the Contract Documents, or (4) terms of any special warranties required by the Contract Documents. The acceptance of final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and identified by the Contractor as unsettled at the time of the final Application for Payment.

ARTICLE 16

PROTECTION OF PERSONS AND PROPERTY

16.1 The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. He shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to (1) all employees on the Work and other persons who may be affected thereby, (2) all the Work and all materials and equipment to be incorporated therein, and (3) other property at the site or adjacent thereto. He shall give all notices and comply with all applicable laws, ordinances, rules, regulations and orders of any public authority bearing on the safety of persons and property and their protection from damage, injury or loss. The Contractor shall promptly remedy all damage or loss to any property caused in whole or in part by the Contractor, any Subcontractor, any Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, except damage or loss attributable to the acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to his obligations under Paragraph 10.11.

ARTICLE 17

INSURANCE

17.1 Contractor's liability insurance shall be purchased

and maintained by the Contractor to protect him from claims under workers' or workmen's compensation acts and other employee benefit acts, claims for damages because of bodily injury, including death, and from claims for damages, other than to the Work itself, to property which may arise out of or result from the Contractor's operations under this Contract, whether such operations be by himself or by any Subcontractor or anyone directly or indirectly employed by any of them. This insurance shall be written for not less than any limits of liability specified in the Contract Documents, or required by law, whichever is the greater, and shall include contractual liability insurance applicable to the Contractor's obligations under Paragraph 10.11. Certificates of such insurance shall be filed with the Owner prior to the commencement of the Work.

17.2 The Owner shall be responsible for purchasing and maintaining his own liability insurance and, at his option, may maintain such insurance as will protect him against claims which may arise from operations under the Contract.

17.3 Unless otherwise provided, the Owner shall purchase and maintain property insurance upon the entire Work at the site to the full insurable value thereof. This insurance shall include the interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Work and shall insure against the perils of fire and extended coverage and shall include "all risk" insurance for physical loss or damage including, without duplication of coverage, theft, vandalism, and malicious mischief.

17.4 Any loss insured under Paragraph 17.3 is to be adjusted with the Owner and made payable to the Owner as trustee for the insureds, as their interests may appear, subject to the requirements of any mortgagee clause.

17.5 The Owner shall file a copy of all policies with the Contractor before an exposure to loss may occur.

17.6 The Owner and Contractor waive all rights against each other for damages caused by fire or other perils to the extent covered by insurance obtained pursuant to this Article or any other property insurance applicable to the Work, except such rights as they may have to the proceeds of such insurance held by the Owner as trustee. The Contractor shall require similar waivers in favor of the Owner and the Contractor by Subcontractors and Sub-subcontractors.

ARTICLE 18 CHANGES IN THE WORK

18.1 The Owner, without invalidating the Contract, may order Changes in the Work consisting of additions, deletions, or modifications, the Contract Sum and the Contract Time being adjusted accordingly. All such changes in the Work shall be authorized by written Change Order signed by the Owner and the Architect.

18.2 The Contract Sum and the Contract Time may be changed only by Change Order.

18.3 The cost or credit to the Owner from a change in the Work shall be determined by mutual agreement.

ARTICLE 19 CORRECTION OF WORK

19.1 The Contractor shall promptly correct any Work rejected by the Architect as defective or as failing to conform to the Contract Documents whether observed before or after Substantial Completion and whether or not fabricated, installed or completed, and shall correct any Work found to be defective or nonconforming within a period of one year from the Date of Substantial Completion of the Contract or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by the Contract Documents. The provisions of this Article 19 apply to Work done by Subcontractors as well as to Work done by direct employees of the Contractor.

ARTICLE 20 TERMINATION OF THE CONTRACT

20.1 If the Owner fails to issue a Certificate for Payment for a period of thirty days through no fault of the Contractor, or if the Owner fails to make payment thereon for a period of thirty days, the Contractor may, upon seven additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner payment for all Work executed and for any proven loss sustained upon any materials, equipment, tools, and construction equipment and machinery, including reasonable profit and damages applicable to the Project.

20.2 If the Contractor defaults or persistently fails or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provision of the Contract, the Owner may, after seven days' written notice to the Contractor and without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost thereof, including compensation for the Architect's additional services made necessary thereby, from the payment then or thereafter due the Contractor or, at his option, and upon certification by the Architect that sufficient cause exists to justify such action, may terminate the Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever method he may deem expedient, and if the unpaid balance of the Contract Sum exceeds the expense of finishing the Work, such excess shall be paid to the Contractor, but if such expense exceeds such unpaid balance, the Contractor shall pay the difference to the Owner.

ARTICLE 21
OTHER CONDITIONS OR PROVISIONS

This Agreement entered into as of the day and year first written above.

OWNER

CONTRACTOR

City of Napoleon, Ohio

Mel Lanzer Company

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A107

Abbreviated Form of Agreement Between Owner and Contractor

For CONSTRUCTION PROJECTS OF LIMITED SCOPE where
the Basis of Payment is a STIPULATED SUM

1978 EDITION

*THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH
AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION*

This document includes abbreviated General Conditions and should not be used with other General Conditions.
It has been approved and endorsed by The Associated General Contractors of America.

AGREEMENT

made as of the _____ day of May in the year of Nineteen
Hundred and Eighty

BETWEEN the Owner: City of Napoleon, Ohio
255 Riverview Avenue

and the Contractor: Mel Lanzer Company
2266 North Scott Street
Napoleon, Ohio

the Project: Municipal Service and Storage Building

the Architect: Samborn, Steketee, Otis and Evans, Inc.
1001 Madison Avenue
Toledo, Ohio

The Owner and the Contractor agree as set forth below.

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Reproduction of the material herein or substantial quotation of its provisions without permission of the AIA violates the copyright laws of the United States
and will be subject to legal prosecution.

**ARTICLE 1
THE WORK**

1.1 The Contractor shall perform all the Work required by the Contract Documents for
(Here insert the caption descriptive of the Work as used on other Contract Documents.)

Construction of a Municipal Service and Storage Building for the City of Napoleon, Ohio, to be located at 639 Industrial Drive, Napoleon, Ohio.

**ARTICLE 2
TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

2.1 The Work to be performed under this Contract shall be commenced within ten (10) days after Execution of this Agreement, and, subject to authorized adjustments, Substantial Completion shall be achieved not later than
(Here insert any special provisions for liquidated damages relating to failure to complete on time.)

180 calendar days (Saturdays, Sundays, and Holidays included) from the date of Execution of this Agreement.

**ARTICLE 3
CONTRACT SUM**

3.1 The Owner shall pay the Contractor in current funds for the performance of the Work, subject to additions and deductions by Change Order as provided in the Contract Documents, the Contract Sum of

Five Hundred Thirty-Five Thousand Seven Hundred and Two Dollars (\$535,702.00) which sum includes change order No. 1 approved May 5, 1980 in the amount of \$26,592.

3.2 The Contract Sum is determined as follows:

(State here the base bid or other lump sum amount, accepted alternates, and unit prices, as applicable.)

Combined General Construction Contract	\$509,110.00
Alternate "B" - Metal Lockers & Wood Benches	3,565.00
Alternate "C" - Wire Mesh Partitions	9,126.00
Substitutions:	
1. 24 Gauge Standing Seam Roof Panels, Type II Aluminized Steel Finish in Lieu of Roof Panels Specified	9,146.00
2. Exterior Wall Panels Finished with American "Doubl-Lam" Korad Acrylic Film, Antique Gold Color, in Lieu of Finish Specified	3,507.00
3. Interior Liner Panels Finished with American "Tuff-Bac" Polymer Film, Antique Gold Color, in Lieu of Finish Specified	1,248.00
TOTAL	\$535,702.00

ARTICLE 4
PROGRESS PAYMENTS

- 4.1 Based upon Applications for Payment submitted to the Owner by the Contractor and Certificates for Payment issued by the Owner, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided in the Contract Documents for the period ending the last Monday of the month as follows:

(Here insert payment procedures and provision for retainage, if any.)

Progress Payments shall be made to the Contractor, by the Owner, between the First Tuesday and the First Friday of each Month.

An amount equal to ten percent (10%) of each Progress Payment shall be retained by the Owner. Such retainage shall be paid by the Owner to the Contractor when Final Payment is made (Article 5).

- 4.2 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate entered below, or in the absence thereof, at the legal rate prevailing at the place of the Project.

(Here insert any rate of interest agreed upon.)

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Specific legal advice should be obtained with respect to deletion, modification, or other requirements such as written disclosure or waivers.)

ARTICLE 5
FINAL PAYMENT

- 5.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the Owner to the Contractor when the Work has been completed, the Contract fully performed, and a final Certificate for Payment has been issued by the Owner.

ARTICLE 6
ENUMERATION OF CONTRACT DOCUMENTS

- 6.1 The Contract Documents, which constitute the entire agreement between the Owner and the Contractor, are listed in Article 7 and, except for Modifications issued after execution of this Agreement, are enumerated as follows:

(List below the Agreement, the Conditions of the Contract, [General, Supplementary, and other Conditions], the Drawings, the Specifications, and any Addenda and accepted alternates, showing page or sheet numbers in all cases and dates where applicable.)

This Agreement with General Conditions

U.S. Department of Labor Wage Determinations

Specifications Dated March 1980

Addendum No. 1 Dated April 7, 1980

Addendum No. 2 Dated April 8, 1980

Addendum No. 3 Dated April 11, 1980

Drawings A1, A2, A3, A4, C1, C2, C3, FP-1, P-1, P-2, M1, M2, M3, E1, E2, & E3
All Dated March 24, 1980

Issued for Bids

Accepted Alternates "B" and "C"

GENERAL CONDITIONS

ARTICLE 7 CONTRACT DOCUMENTS

7.1 The Contract Documents consist of this Agreement with General Conditions, Supplementary and other Conditions, the Drawings, the Specifications, all Addenda issued prior to the execution of this Agreement, and all Modifications issued by the Architect after execution of the Contract such as Change Orders, written interpretations and written orders for minor changes in the Work. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work. The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all. Work not covered in the Contract Documents will not be required unless it is consistent therewith and reasonably inferable therefrom as being necessary to produce the intended results.

7.2 Nothing contained in the Contract Documents shall create any contractual relationship between the Owner or the Architect and any Subcontractor or Sub-subcontractor.

7.3 By executing the Contract, the Contractor represents that he has visited the site and familiarized himself with the local conditions under which the Work is to be performed.

7.4 The Work comprises the completed construction required by the Contract Documents and includes all labor necessary to produce such construction, and all materials and equipment incorporated or to be incorporated in such construction.

ARTICLE 8 ARCHITECT

8.1 The Architect will provide administration of the Contract and will be the Owner's representative during construction and until final payment is due.

8.2 The Architect shall at all times have access to the Work wherever it is in preparation and progress.

8.3 ~~The Architect will visit the site at intervals appropriate to the stage of construction to familiarize himself generally with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of his on-site observations as an architect, he will keep the Owner informed of the progress of the Work, and will endeavor to guard the Owner against defects and deficiencies in the Work of the Contractor. The Architect will not have control or charge of and will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, and he will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.~~

~~8.4 Based on the Architect's observations and an evaluation~~

~~tion of the Contractor's Applications for Payment, the Architect will determine the amounts owing to the Contractor and will issue Certificates for Payment in accordance with Article 15.~~

8.5 The Architect will be the interpreter of the requirements of the Contract Documents. He will make decisions on all claims, disputes or other matters in question between the Contractor and the Owner, but he will not be liable for the results of any interpretation or decision rendered in good faith. The Architect's decisions in matters relating to artistic effect will be final if consistent with the intent of the Contract Documents. All other decisions of the Architect, except those which have been waived by the making or acceptance of final payment, shall be subject to arbitration upon the written demand of either party.

8.6 The Architect will have authority to reject Work which does not conform to the Contract Documents.

8.7 The Architect will review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for conformance with the design concept of the Work and with the information given in the Contract Documents.

ARTICLE 9 OWNER

9.1 The Owner shall furnish all surveys and a legal description of the site.

9.2 Except as provided in Paragraph 10.5, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for the construction, use or occupancy of permanent structures or permanent changes in existing facilities.

9.3 The Owner shall forward all instructions to the Contractor through the Architect.

9.4 If the Contractor fails to correct defective Work or persistently fails to carry out the Work in accordance with the Contract Documents, the Owner, by a written order, may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the Owner to stop the Work shall not give rise to any duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

ARTICLE 10 CONTRACTOR

10.1 The Contractor shall supervise and direct the Work, using his best skill and attention and he shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract.

10.2 Unless otherwise specifically provided in the Contract Documents, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper

execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

10.3 The Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on the Work any unfit person or anyone not skilled in the task assigned to him.

10.4 The Contractor warrants to the Owner and the Architect that all materials and equipment incorporated in the Work will be new unless otherwise specified, and that all Work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All Work not conforming to these requirements may be considered defective.

10.5 Unless otherwise provided in the Contract Documents, the Contractor shall pay all sales, consumer, use and other similar taxes which are legally enacted at the time bids are received, and shall secure and pay for the building permit and for all other permits and governmental fees, licenses and inspections necessary for the proper execution and completion of the Work.

10.6 The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the Work, and shall promptly notify the Architect if the Drawings and Specifications are at variance therewith.

10.7 The Contractor shall be responsible to the Owner for the acts and omissions of his employees, Subcontractors and their agents and employees, and other persons performing any of the Work under a contract with the Contractor.

10.8 The Contractor shall review, approve and submit all Shop Drawings, Product Data and Samples required by the Contract Documents. The Work shall be in accordance with approved submittals.

10.9 The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. At the completion of the Work he shall remove all his waste materials and rubbish from and about the Project as well as his tools, construction equipment, machinery and surplus materials.

10.10 The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof.

10.11 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner and the Architect and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or

obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph 10.11. In any and all claims against the Owner or the Architect or any of their agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph 10.11 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. The obligations of the Contractor under this Paragraph 10.11 shall not extend to the liability of the Architect, his agents or employees, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the Architect, his agents or employees provided such giving or failure to give is the primary cause of the injury or damage.

ARTICLE 11 SUBCONTRACTS

11.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform any of the Work at the site.

11.2 Unless otherwise required by the Contract Documents or in the Bidding Documents, the Contractor, as soon as practicable after the award of the Contract, shall furnish to the Architect in writing the names of Subcontractors for each of the principal portions of the Work. The Contractor shall not employ any Subcontractor to whom the Architect or the Owner may have a reasonable objection. The Contractor shall not be required to contract with anyone to whom he has a reasonable objection. Contracts between the Contractor and the Subcontractors shall (1) require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by these Documents, assumes toward the Owner and the Architect, and (2) allow to the Subcontractor the benefit of all rights, remedies and redress afforded to the Contractor by these Contract Documents.

ARTICLE 12 WORK BY OWNER OR BY SEPARATE CONTRACTORS

12.1 The Owner reserves the right to perform work related to the Project with his own forces, and to award separate contracts in connection with other portions of the Project or other work on the site under these or similar Conditions of the Contract. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, he shall make such claim as provided elsewhere in the Contract Documents.

12.2 The Contractor shall afford the Owner and separate contractors reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work, and shall connect and coordinate his Work with theirs as required by the Contract Documents.

12.3 Any costs caused by defective or ill-timed work shall be borne by the party responsible therefor.

ARTICLE 13 MISCELLANEOUS PROVISIONS

13.1 The Contract shall be governed by the law of the place where the Project is located.

13.2 All claims or disputes between the Contractor and the Owner arising out of, or relating to, the Contract Documents or the breach thereof shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining unless the parties mutually agree otherwise. Notice of the demand for arbitration shall be filed in writing with the other party to the Owner-Contractor Agreement and with the American Arbitration Association and shall be made within a reasonable time after the dispute has arisen. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Except by written consent of the person or entity sought to be joined, no arbitration arising out of or relating to the Contract Documents shall include, by consolidation, joinder or in any other manner, any person or entity not a party to the agreement under which such arbitration arises, unless it is shown at the time the demand for arbitration is filed that (1) such person or entity is substantially involved in a common question of fact or law, (2) the presence of such person or entity is required if complete relief is to be accorded in the arbitration, (3) the interest or responsibility of such person or entity in the matter is not insubstantial, and (4) such person or entity is not the Architect or any of his employees or consultants. The agreement herein among the parties to the Agreement and any other written agreement to arbitrate referred to herein shall be specifically enforceable under the prevailing arbitration law.

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ARTICLE 17 INSURANCE

17.1 Contractor's liability insurance shall be purchased

and maintained by the Contractor to protect him from claims under workers' or workmen's compensation acts and other employee benefit acts, claims for damages because of bodily injury, including death, and from claims for damages, other than to the Work itself, to property which may arise out of or result from the Contractor's operations under this Contract, whether such operations be by himself or by any Subcontractor or anyone directly or indirectly employed by any of them. This insurance shall be written for not less than any limits of liability specified in the Contract Documents, or required by law, whichever is the greater, and shall include contractual liability insurance applicable to the Contractor's obligations under Paragraph 10.11. Certificates of such insurance shall be filed with the Owner prior to the commencement of the Work.

17.2 The Owner shall be responsible for purchasing and maintaining his own liability insurance and, at his option, may maintain such insurance as will protect him against claims which may arise from operations under the Contract.

17.3 Unless otherwise provided, the Owner shall purchase and maintain property insurance upon the entire Work at the site to the full insurable value thereof. This insurance shall include the interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Work and shall insure against the perils of fire and extended coverage and shall include "all risk" insurance for physical loss or damage including, without duplication of coverage, theft, vandalism, and malicious mischief.

17.4 Any loss insured under Paragraph 17.3 is to be adjusted with the Owner and made payable to the Owner as trustee for the insureds, as their interests may appear, subject to the requirements of any mortgagee clause.

17.5 The Owner shall file a copy of all policies with the Contractor before an exposure to loss may occur.

17.6 The Owner and Contractor waive all rights against each other for damages caused by fire or other perils to the extent covered by insurance obtained pursuant to this Article or any other property insurance applicable to the Work, except such rights as they may have to the proceeds of such insurance held by the Owner as trustee. The Contractor shall require similar waivers in favor of the Owner and the Contractor by Subcontractors and Sub-subcontractors.

ARTICLE 18 **CHANGES IN THE WORK**

18.1 The Owner, without invalidating the Contract, may order Changes in the Work consisting of additions, deletions, or modifications, the Contract Sum and the Contract Time being adjusted accordingly. All such changes in the Work shall be authorized by written Change Order signed by the Owner and the Architect.

18.2 The Contract Sum and the Contract Time may be changed only by Change Order.

18.3 The cost or credit to the Owner from a change in the Work shall be determined by mutual agreement.

ARTICLE 19 **CORRECTION OF WORK**

19.1 The Contractor shall promptly correct any Work rejected by the Architect as defective or as failing to conform to the Contract Documents whether observed before or after Substantial Completion and whether or not fabricated, installed or completed, and shall correct any Work found to be defective or nonconforming within a period of one year from the Date of Substantial Completion of the Contract or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by the Contract Documents. The provisions of this Article 19 apply to Work done by Subcontractors as well as to Work done by direct employees of the Contractor.

ARTICLE 20 **TERMINATION OF THE CONTRACT**

20.1 If the Owner fails to issue a Certificate for Payment for a period of thirty days through no fault of the Contractor, or if the Owner fails to make payment thereon for a period of thirty days, the Contractor may, upon seven additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner payment for all Work executed and for any proven loss sustained upon any materials, equipment, tools, and construction equipment and machinery, including reasonable profit and damages applicable to the Project.

20.2 If the Contractor defaults or persistently fails or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provision of the Contract, the Owner may, after seven days' written notice to the Contractor and without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost thereof, including compensation for the Architect's additional services made necessary thereby, from the payment then or thereafter due the Contractor or, at his option, and upon certification by the Architect that sufficient cause exists to justify such action, may terminate the Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever method he may deem expedient, and if the unpaid balance of the Contract Sum exceeds the expense of finishing the Work, such excess shall be paid to the Contractor, but if such expense exceeds such unpaid balance, the Contractor shall pay the difference to the Owner.

ARTICLE 21
OTHER CONDITIONS OR PROVISIONS

This Agreement entered into as of the day and year first written above.

OWNER

CONTRACTOR

City of Napoleon, Ohio

Mel Lanzer Company

SAMBORN, STEKETEE, OTIS AND EVANS, INC.
1001 MADISON AVENUE
TOLEDO, OHIO

ADDENDUM NO. 1

APRIL 7, 1980

PAGE 1 OF 3 PAGE

TO DRAWINGS AND SPECIFICATIONS FOR:

CITY OF NAPOLEON
MUNICIPAL SERVICE
AND STORAGE BUILDING

RECEIPT OF THIS ADDENDUM SHALL BE ACKNOWLEDGED ON THE PROPOSAL FORM.

ADDENDUM SUPPLEMENTS AND AMENDS, ORIGINAL DRAWINGS AND SPECIFICATIONS SHALL BE INCORPORATED INTO BIDDING DOCUMENTS IN PREPARATION OF PROPOSALS AND BECOME A PART OF AGREEMENTS FOR THE PROJECT.

SPECIFICATION REVISIONS

PAGE 5D-4, ARTICLE 10; ADD THE FOLLOWING PARAGRAPH:

- C. PROVIDE PIPE BUMPER FOR MOUNTING OVERHEAD DOOR CONTROL UNIT OUTSIDE THE BUILDING.

PAGE 7E-1, ARTICLE 2D(1); FOLLOWING THE WORD "HAS"; INSERT THE WORD "REINFORCED".

PAGE 7E-1, ARTICLE 2D(2); DELETE THE WORD "FLAT" AND CHANGE TO "BUTLERIB II."

PAGE 7E-2, ARTICLE 2E(1); FOLLOWING THE WORD "HAS"; INSERT THE WORD "REINFORCED".

PAGE 7E-2, ARTICLE 3B(1); ADD APPROVED MANUFACTURERS: "AMERICAN" AND "STAR".

PAGE 7E-3, ARTICLE 5A(2) AND 5A(3); DELETED.

PAGE 7E-6, ARTICLE 8A; DELETE THE WORD "FLAT" AND CHANGE TO "BUTLERIB II".

PAGE 7E-7, ARTICLE 9N; DELETED.

PAGE 7E-7, ARTICLE 9O(1) AND 9O(2); DELETE AND CHANGE TO READ:

- (1) PANEL SIDE LAPS SHALL OVERLAP ONE MAJOR CORRUGATION. ONE OF THE OUTBOARD CORRUGATIONS SHALL BE FORMED AS THE OVERLAPPING CORRUGATION, THE OTHER AS THE LAPPED CORRUGATION.

PAGE 7E-7, ARTICLE 9O(4); FOLLOWING THE WORD "PANEL", INSERT THE WORD "END".

PAGE 7E-9, ARTICLE 10A(3); REVISE "U" VALUE TO ".08U".

WAGE RATES - DELETE "HENRY COUNTY" WAGE RATES ENTIRELY AND REPLACE WITH U.S. DEPARTMENT OF LABOR WAGE DETERMINATIONS WHICH ARE INCLUDED IN THIS ADDENDA.

DRAWING REVISIONS

DRAWING M-2

REFER TO SUPPLY AIR FAN SF-1; ADD THE FOLLOWING NOTES:

1. INSTALL FAN ON OPPOSITE SIDE OF WALL IN SERVICE ROOM. FAN SHALL BE LOCATED APPROXIMATELY 2'-0" ABOVE TOILET ROOM DROP CEILING. PROVIDE 16" ROUND AIR INLET DUCT FROM FAN INLET TO A 32" x 16" GRILLE BOX LOCATED IN THE EQUIPMENT STORAGE AND WORK AREA WALL. PROVIDE TITUS 25RL GRILLE SIZE 32" x 16".
2. MOVE "A" 300 CFM SUPPLY GRILLE FROM SERVICE ROOM TO WOMEN'S TOILET ROOM.

REFER TO WEST SIDE OF FLOOR PLAN AND WALL AREA OVER TRUCK ENTRANCE DOOR FOR EQUIPMENT STORAGE AND WORK AREA. ADD THE FOLLOWING NOTE:

1. PROVIDE MOTORIZED OUTDOOR AIR INLET LOUVER. SIZE 24" x 24". LOUVER SHALL BE PENN VENTILATOR CO. "AIRSTREAM" TYPE "GA" STORMPROOF OR AS APPROVED. ALUMINUM CONSTRUCTION, 6" LOUVER DEPTH, 35° BLADE ANGLE. PROVIDE 120 VOLT SPRING RETURN 2 POSITION DAMPER MOTOR WITH MOUNTING BRACKET AND LINKAGE. MOTOR SHALL OPERATE IN PARALLEL WITH SF-1 FAN. PROVIDE BIRDSCREEN.

*Shop
Drawing
Approved*

DRAWING E-1

1. ONE LINE DIAGRAM - ADD THE FOLLOWING:

(A) NEUTRAL OF MDP SHALL BE BONDED TO A 3/4" x 10'-0" COPPER GROUND VIA A #1/0 BARE COPPER GROUND WIRE IN A 3/4" PVC CONDUIT.

2. GROUND RODS SHALL BE DRIVEN SO THAT TOP OF ROD SHALL BE MINIMUM 12 INCHES BELOW GRADE.

DRAWING E-3

1. IN THE REFUSE TRUCK AND WASH RACK AREA THE WEATHERPROOF DUPLEX RECEPTACLE ON THE EAST WALL SHALL BE 48 INCHES ABOVE THE FLOOR.
2. THE FOUR GROUND RODS FOR COLUMN GROUNDING SHALL BE 12 INCHES MINIMUM BELOW GRADE.
3. ALL HOMERUNS FOR TELEPHONE OUTLETS SHALL BE RUN IN A 3/4" CONDUIT UP TO 18 FEET ABOVE FLOOR THEN BACK TO A PULLBOX (SIZED PER TELEPHONE COMPANY REQUIREMENTS) MOUNTED 18 FEET ABOVE THE FLOOR AT THE TELEPHONE BACKBOARD. THEN, A 2" CONDUIT SHALL BE RUN FROM THE PULL BOX DOWN TO THE TOP OF THE BACKBOARD. CONTRACTOR MAY GROUP 2 OUTLETS INTO A 1-1/4" CONDUIT HOMERUN WITH 3/4" CONDUIT BETWEEN OUTLETS.
4. ALL HOMERUNS FOR OWNERS RADIO COMMUNICATION SYSTEM SHALL BE RUN IN 3/4" CONDUIT UP TO 18 FEET ABOVE FLOOR THEN BACK TO A PULLBOX (SIZE AS REQUIRED) MOUNTED 18 FEET ABOVE THE FLOOR AT THE TELEPHONE BACKBOARD. THEN, A 1-1/4" CONDUIT SHALL BE RUN FROM THE PULLBOX DOWN TO THE TOP OF THE TELEPHONE BACKBOARD. CONTRACTOR MAY GROUP 2 OUTLETS INTO A 1" CONDUIT.
5. THE TELEPHONE BACKBOARD SHALL BE MOUNTED 18 INCHES ABOVE THE FLOOR AND THE MAIN TELEPHONE CONDUIT SHALL BE STUBBED UP 18" AND SEALED AS REQUIRED.

DRAWING E-3

6. THE FOLLOWING GENERAL NOTE SHALL BE ADDED TO THE DRAWING:
"IN THE EQUIPMENT STORAGE AND WORK AREA, THE MAINTENANCE GARAGE, THE REFUSE TRUCK AND WASH RACK, AND THE REFUSE TRUCK GARAGE, THE AREA UP TO 18 INCHES ABOVE THE FLOOR SHALL BE CONSIDERED TO BE A CLASS I, DIVISION 2 LOCATION AND ALL DEVICES AND WIRING SHALL CONFORM TO ARTICLE 511 OF THE N.E.C. PROVIDE CONDUIT SEALS IN ALL CONDUITS ENTERING OR LEAVING THE FLOOR SLAB.
7. THE MAIN DISTRIBUTION PANEL "MDP" SHALL BE MOUNTED 18" ABOVE THE FLOOR.
8. THE TWO DUPLEX RECEPTACLES AT THE TELEPHONE BACKBOARD SHALL BE MOUNTED AT 9'-6" ABOVE THE FLOOR AND SHALL BE CIRCUITED TO PANEL A-CIRCUIT 14.
9. PUSHBUTTON STATION FOR OVERHEAD DOOR IN REFUSE TRUCK AND WASH RACK AREA SHALL BE WEATHERPROOF.
10. IN REFERENCE TO THE POST MTD KEY OPERATED SWITCH FOR DOOR NUMBER 19, THE SWITCH SHALL BE WEATHERPROOF AND SUPPLIED BY THE EQUIPMENT SUPPLIER. THE 5'-0" POST SHALL BE SUPPLIED AND INSTALLED BY THE GENERAL CONTRACTOR. THE SWITCH SHALL BE INSTALLED AND WIRED BY THE ELECTRICAL CONTRACTOR.

DRAWINGS ISSUED

SKETCH SKA-1

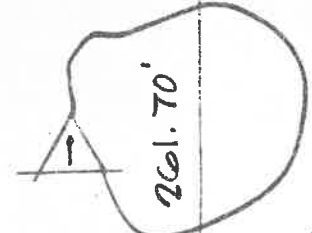
ADDITIONAL SPECIFICATION REVISION

PAGE 1B-4, ARTICLE 12A; DELETED.

621.70'

680.3'

680.53'



SERVICE &
STORAGE
BUILDING
NAPOLEON
DATUM EL.
FIN. FLR.
682.1'

225'-0"

SKA-1
ADDENDUM NO. 1
4-7-80

EXISTING EL.
600.00'

55'-0"

130'-0"

106'-0"

680.05'

680.07'

TRANSF.

135'-0"

35'-0"

UTILITY POLE (VERIFY LOCATION)

← INDUSTRIAL DRIVE →

SITE PLAN

1" = 60'-0"

NORTH

