



City of Napoleon, Ohio

Zoning Department

255 West Riverview Avenue, P.O. Box 151

Napoleon, OH 43545

Mark B. Spiess, Senior Engineering Technician / Zoning Administrator

Telephone: (419) 592-4010 Fax: (419) 599-8393

www.napoleonohio.com

RESIDENTIAL PERMIT

Issued Date: November 13, 2018

Expiration Date: November 13, 2019

Permit Number: P-18-203

Job Location: 900 N. Harmony Drive

Owner: Charles and Beverly Alley
900 N. Harmony Drive
Napoleon, OH 43545

Contractor: Everdry Waterproofing
419-467-3156

Zone: R-2 Low Density Residential

Set Backs: Principle Building

Front: 0 Rear: 0 Side: 0


Comments:
Basement Waterproofing

Permit Type: Zoning Permit

Fee: \$25.00

Status: Paid

Amount Due: \$0.00


Mark B. Spiess
Sr. Eng. Tech / Zoning Administrator



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P. 18-203

Residential Zoning Permit Application

Date 11-13-18 **Job Location** 900 N Harmony Drive
Owner Charles & Beverly Alley **Telephone #** 419-906-5389
Owner Address 900 N Harmony Drive
Contractor Everday Waterproofing **Cell Phone #** 419-467-3156
Description of Work to be Performed Basement waterproofing
Estimated Completion Date 11-14-19 **Estimated Cost** 19,266.00

		TOTAL COST
Demo Permit - \$100.00 – See Separate Form	(MDEMO 100.1700.46690)	\$
Zoning Permit - \$25.00	(MZON 100.1700.46690)	\$ 25.00
Fence - \$25.00	(MZON 100.1700.46690)	\$
Pool - \$25.00	(MZON 100.1700.46690)	\$
Accessory Building Under 200 SF (Detached) - \$25.00	(MZON 100.1700.46690)	\$
Decks - \$25.00	(MZON 100.1700.46690)	\$
Driveway/Sidewalk/Curbing/Patio - \$0.00		\$
Drainage Permit/Outside Water/Sewer Repair - \$0.00		\$
1" Water Tap, 5/8" Meter, Copper Setter and Transmitter - \$1,200.00(Outside City - \$5,680)	(MBLDG 510.0000.44730)	\$
1" Water Tap, 3/4" Meter, Copper Setter and Transmitter - \$1,300.00(Outside City - \$5,820)	(MBLDG 510.0000.44730)	\$
1" Water Tap, 1" Meter, Copper Setter and Transmitter - \$1,400.00 (Outside City - \$5,960)	(MBLDG 510.0000.44730)	\$
1" Meter, Copper Setter and Transmitter Without Tap - \$525.00	(MBLDG 510.0000.44730)	\$
3/4" Meter, Copper Setter and Transmitter Without Tap - \$440.87	(MBLDG 510.0000.44730)	\$
5/8" Meter, Copper Setter and Transmitter Without Tap - \$350.00	(MBLDG 510.0000.44730)	\$
Sewer Tap For Lots 7,200 Sq. Ft. Or Less - \$87.00	(MBLDG 520.0000.44830)	\$
Sewer Tap For Lots 7,201 To 12,414 Sq. Ft. (x \$0.012083)	(MBLDG 520.0000.44830)	\$
Sewer Tap For Lots 12,416 Sq. Ft. Or Greater - \$150.00	(MBLDG 520.0000.44830)	\$
Sewer Tap Inspection Fee For All Lots - \$60.00	(MBLDG 520.0000.44830)	\$
TOTAL FEE:		\$ 2500

I FULLY UNDERSTAND THAT NO EXCAVATION, CONSTRUCTION OR STRUCTURAL ALTERATION, ELECTRICAL OR MECHANICAL INSTALLATION OR ALTERATION OF ANY BUILDING STRUCTURE, SIGN, OR PART THEREOF AND NO USE OF THE ABOVE SHALL BE UNDERTAKEN OR PERFORMED UNTIL THE PERMIT APPLIED FOR HEREIN HAS BEEN APPROVED AND ISSUED BY THE CITY OF NAPOLEON ZONING DEPARTMENT. I hereby certify that I am the Owner of the named property, or that the proposed work is authorized by the Owner of record and that I have been authorized by the Owner to make this application as his/her authorized agent and I agree to conform to all applicable laws of the jurisdiction. In addition, if a permit for Work described in this application is issued, I certify that the code official or the code official's authorized representative shall have the authority to enter areas covered by such permit at any reasonable hour to enforce the provisions of the code(s) applicable to such permit.

I HEREBY ACKNOWLEDGE THAT I HAVE READ AND FULLY UNDERSTAND THE ABOVE LISTED INSTRUCTIONS.

SIGNATURE OF APPLICANT: Joe C. Salzman DATE: 11-13-18
 BATCH # _____ CHECK # _____ DATE _____



EVERDRY WATERPROOFING

WORK CARD

Phase 1 - EZB Date

Scheduled Start Date

SNS

Confirmed H W

Customer's Name:

CHARLES + Beverly Avey

Customer's Address:

900 N. HARMONY DRIVE

City, State, Zip:

NAPOLEON, OHIO 43545

Primary Phone #:

419-906-5389 CHARLES

Secondary Phone #:

419-270-9352

Primary E-mail:

Secondary E-mail:

Cross Roads / Landmarks:

URGENT: FOR OFFICIAL PROCESSING

Inspector:

BRIAN

Production Supervisor:

TIM

Order Processor:

MELISSA

Materials Drop Ship:

Office Mgr.:

GIL

Foreman:

BHA Certified:

TONY

Quality Control:

JERRY

The No.1 Choice

Contract Date 11-1-18
 Length 43 x Width 30
 Lineal Ft. Total 146
 Square Ft. Total 1290

FOUNDATION TYPE
 Basement Block Stone
 Crawl Brick Clay Tile
 Slab Poured Mich. Ledge
 System Chosen Multi Step

- INSIDE PROCEDURES**
- Open Inspection Trench
 - Inspect and Pack Footer Area
 - Pressure Relief Tiles
 - Pressure Relief Crock and Lid # 1
 - Premium Relief 1/3 hp Pump System # 1
 - 1/3 hp Safety Pump W/Battery Pack # 1
 - Fill / Seal Wall and Floor Cracks
 - Evercrete
 - Cove Seal System
 - Encapsulation Wall L.F. _____ Floor S.F. _____
 - Durashield™ L.F. _____
 - EZB Ventilation
 - With Conditioner
 - STABLYSIL™ Support Systems # 2

- OUTSIDE PROCEDURES**
- Dig Inspection Trench
 - Seal Above Grade Cracks
 - Fill / Seal Wall Cracks - Including,
 - Below Insp. Trench To Their Ends
 - Sub-soil MDS Drainage Systems (OR)
 - Trench and Seal Where Necessary
 - Seal Outside Coves
 - Backfill and Rake Trenched Areas
 - Extend Downspouts - (Temporary Surface)

ACCOMPANYING PHOTOS:

Home _____ Inside # _____ Outside # _____ Crew / Install # _____

IMPORTANT NOTE:

It is suggested that Homeowner remove flowers, plants and bushes in areas where work is to be performed. Contractor cannot guarantee if damaged.

Initial CA

HOMEOWNER PREPARATIONS - INSTRUCTIONS

- | | |
|---|--------------------------|
| In order to earn a SILENT NOTICE SCHEDULING REWARD OF 1990.00 CHARLES WILL; | Initial All
<u>CA</u> |
| BE AVAILABLE ON SILENT NOTICE 24-HR HRS. | <u>CA</u> |
| MOVE ALL IMPORTANT FLOWERS + BUSHES AS NEEDED | <u>CA</u> |
| OWNER TO INSTALL ALL ELECTRICAL AS NEEDED FOR SYSTEM. | <u>CA</u> |
| MEET WITH FOREMAN TO GO OVER WORK/JOB. | <u>CA</u> |
| SOMEONE TO LET US IN 7:30-8:30 AM. | <u>CA</u> |
| TO AVOID EVERYDAY TO PURCHASE & PREPARE MATERIALS FOR MY JOB. 25% OF CONTRACTORS PRICE + 816 50 | <u>CA</u> |

P.O. # 2430 GH

Circle all that apply

INSIDE AREA

- Bare
- Finished
 - Panel
 - Drywall
 - Carpet
 - Floor Tiles
- Appliances/Fixtures:

(indicate location on drawing)

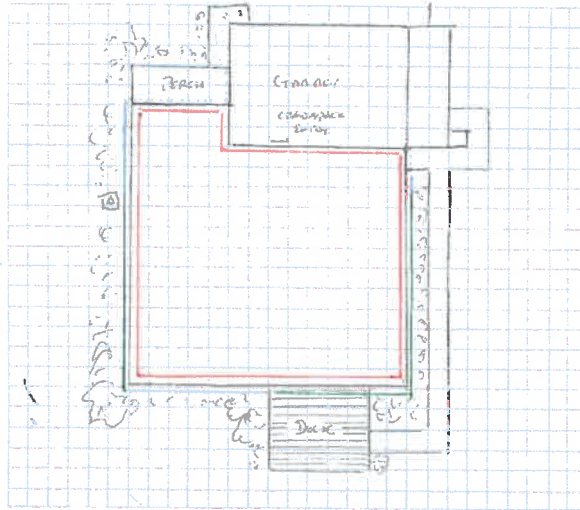
 - Washer/Dryer
 - Sink
 - Toilet
 - Shower
 - Furnace
 - H₂O Tank
 - Fuel Oil Tank
 - Exist. Sump
 - Well Pump and Tank
 - Softener

OUTSIDE AREA

- Landscaping
- Deck
- Bushes
- Trees

IMPORTANT NOTE: Foreman may make adjustments or modifications to initial waterproofing design based on onsite excavation.

43 Ft



30 Ft

Drawing Designed and Reviewed By

Rep *BA* Cust. *CA* Cust. _____

Inside System -Red Outside Sub-Soil -Green STABLWALL™ -Blue Durashield™ -Yellow

IMPORTANT NOTE:

Termination point for Pressure Relief Pump is at Foreman's discretion. Possibilities include: surface, hill swale, storm drain (if access at house) or any other that is in accordance with local codes.

Initial *CA*

NOTES TO FOREMAN - SPECIAL INSTRUCTIONS

Initial All

(Reasons To Fix)

CHARLES + BEVERLY WOULD LIKE THE CRAWLSPACE TO BE A DAY SPACE. WOULD ALSO LIKE THE HOME TO BE MOW FREE. *CA*

MR FOREMAN, REMOVE & REPLACE DECK BEARDS AS NEEDED *CA*

Investment 19,266.00 Deposit 1,266.00
 Cash 18,000.00 Financed CC

Buyer is to make the foundation walls and the floor completely bare and accessible in the areas specified by Contractor. Examples of items to be removed by Buyer prior to commencement of work include, but are not limited to, paneling, drywall, carpet, steps, stored goods, etc. Buyer is also responsible for replacement of same; Buyer must notify Contractor before commencing replacement.

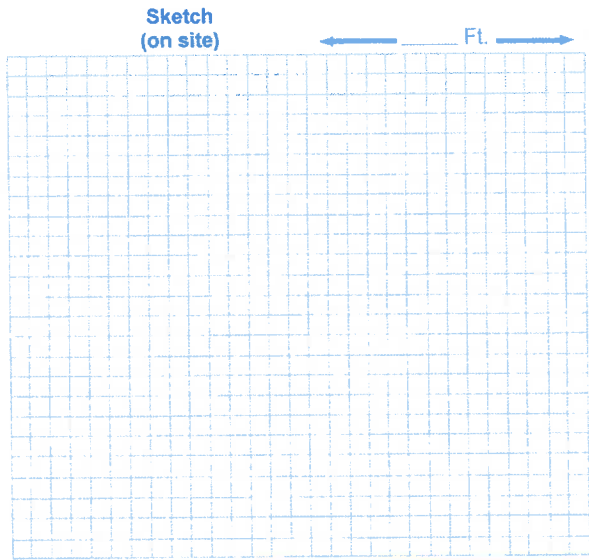
Buyer understands and agrees that if Buyer declines to remove impediments including, but not limited to, the items listed above, the effectiveness of the Everdry Waterproofing System will be compromised and may not be fully covered by the Included Warranty or the renewable Master Service Warranty.

Signature Charles Alley Date 11-1-18

AGREED ADJUSTMENTS

Date: _____ Initial _____

FOREMANS DRAWING:



- downspouts:
- surface _____
- storm sewer _____
- other _____
- sump discharge:
- surface _____
- storm sewer _____
- other _____
- safety pump discharge:
- surface _____
- outside drainage system:
- drywell _____
- other _____
- Inside - Red
- Outside - Green
- Pump - Blue
- Discharge - Blue
- Dura-shield - Yellow
- Encapsulation
- EZB Ventilation - EZB
- Dehumidification
- STABLWALL™ - X

Signature of Customer upon completion of job in accordance with contract _____ Date _____

LABOR:

Name	1st day	2nd day	3rd day	4th day	5th day

Total Hrs. _____ Total Footage _____

EVER DRY WATERPROOFING

www.everdrytoledo.com • 2930 Centennial Road • Toledo, Ohio 43617 • Phone 419-841-6055 • 800-825-6055



This agreement, entered into this 1 day of NOV, 2018, between EVER DRY WATERPROOFING at 2930 Centennial Rd., Toledo, OH 43617, herein referred to as "Contractor," and

Property Owner(s) CHARLES & BEVERLY ALLEY

Street Address 900 NORTH HARMONY DRIVE

Phone # 419-906-5389

City WAPARON

State OHIO

Zip 43545

County HENRY

Alternate # 419 270 9352

herein referred to as "Property Owner" witness that and hereby agree to as follows:

Contractor agrees to furnish all materials, equipment, and labor necessary to service the below grade masonry for the above named Property Owner. Worked to be performed will be based on the option chosen by Property Owner as detailed below.

I/we Charles Alley the Property Owner(s) have read the reverse side of this agreement and understand that due to the nature of water seepage problems, the service provided by this agreement will not make the area serviced impermeable to water and that additional service may be required should subsequent seepage occur. (See reverse side of this agreement clause No. 9)

The Contractor represents that the installation of the work chosen below will be completed on or before the date of 2 / 1 / 19.

INSPECTIONS AND SERVICE

It is understood and agreed that at anytime during the warranty period, including both the Included Warranty and the Master Service Warranty as detailed below, it may be necessary for the Contractor to service or inspect the work originally performed. If the Contractor determines this service or inspection is needed, the Buyer must make the floor and/or necessary foundation walls bare and accessible by removing all obstructions completely, or all warranties may be declared null and void.

FOUNDATION TYPE

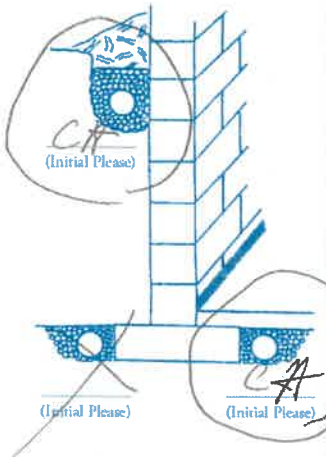
- Basement
 Crawl Space
 Slab
- Brick
 Block
 Poured

DIMENSIONS

(Interior Lineal Footage) 146 (Square Footage)

Length 43 Width 30 Total 2312 Wall 1022 Floor 1290

OPTIONS



OPTION 1	OPTION 2	OPTION 3	OPTION 4
Foundation Wall Replacement <input type="checkbox"/> Remove Landscaping <input type="checkbox"/> Excavate wall areas <input type="checkbox"/> Remove damaged wall <input type="checkbox"/> Inspect footer areas <input type="checkbox"/> Install new wall <input type="checkbox"/> Tar coat new wall <input type="checkbox"/> Vapor barrier <input type="checkbox"/> Backfill with stone <input type="checkbox"/> Regrade areas <input type="checkbox"/> No inside procedures <input type="checkbox"/> No floor work <input type="checkbox"/> Not warranted <input type="checkbox"/> Requires floor disclaimer	Outside Wall Excavation <input type="checkbox"/> Remove Landscaping <input type="checkbox"/> Excavate wall areas <input type="checkbox"/> Inspect, clean wall <input type="checkbox"/> Repair wall cracks <input type="checkbox"/> Tar coat wall <input type="checkbox"/> Vapor barrier <input type="checkbox"/> Backfill wall with stone <input type="checkbox"/> Regrade areas <input type="checkbox"/> No inside procedures <input type="checkbox"/> No floor work <input type="checkbox"/> Not warranted <input type="checkbox"/> Requires floor disclaimer	Interior Drain Replacement <input type="checkbox"/> No outside procedures <input type="checkbox"/> No wall work <input type="checkbox"/> Not warranted <input type="checkbox"/> Requires wall disclaimer <input type="checkbox"/> Open floor perimeter <input type="checkbox"/> Trench floor area <input type="checkbox"/> Drill drainage holes <input type="checkbox"/> Install drain tile <input type="checkbox"/> Seal floor cracks <input type="checkbox"/> Connect to sump pit <input type="checkbox"/> Standard 1/4 HP sump <input type="checkbox"/> Recement floor areas	Multi Step I/S O/S System <input type="checkbox"/> Hand dig inspection trench <input type="checkbox"/> Seal wall cracks <input type="checkbox"/> Or Trench and Seal <input type="checkbox"/> Subsoil MDS drain tile <input type="checkbox"/> Seal above grade cracks <input type="checkbox"/> Downspouts, splash blocks <input type="checkbox"/> Regrade areas <input type="checkbox"/> Seal outside covers <input type="checkbox"/> Open floor perimeter <input type="checkbox"/> Inspect, and pack footers <input type="checkbox"/> Pressure relief drain tile <input type="checkbox"/> Pressure relief sump crock <input type="checkbox"/> Heavy Duty 1/3 HP Pump <input type="checkbox"/> Safety pump with battery <input type="checkbox"/> Fill wall, floor cracks <input type="checkbox"/> Evercrete™ recement <input checked="" type="checkbox"/> EZBreathe ventilation <input checked="" type="checkbox"/> With Conditioner <input checked="" type="checkbox"/> StablWall # <u>2</u> <input type="checkbox"/> DuraShield fig. _____ <input type="checkbox"/> Encapsulation
\$ <u>43,800</u>	\$ <u>32,120</u>	\$ <u>12,118</u>	\$ <u>21,256</u>
Average cost per square foot <u>42.86</u>	<u>31.43</u>	<u>9.39</u>	<u>9.19</u>

I / we have reviewed the options available and have chosen the following option

1 _____ 2 _____ 3 _____ 4 CA

I / we agree to pay the Contractor a sum as follows for the work:

CASH PRICE OF WORK \$ 19,216.00
 DOWN PAYMENT MADE BY OWNER \$ 1,266.00
 UNPAID BALANCE \$ 18,000.00

- Cash upon completion
 To be financed
 Credit Card

INCLUDED WARRANTY Contractor agrees to service the seepage of water through the sub-soil masonry walls and floor for the areas specified of the option chosen above for a period of one year from date of this agreement without additional charge to Property Owner for labor and materials. See reverse side of this agreement for additional details.

MASTER SERVICE WARRANTY This agreement to provide Free Labor and Materials may be extended yearly for an additional sum of \$75.00 per year (hereafter, "Service Fee"), payable each consecutive year by the Property Owner on or before the anniversary date of this agreement, provided the Property Owner has fulfilled all the terms and conditions of this agreement. The Renewable Extended Service Agreement is transferable to new owners at current rate if the property is sold, provided: 1) the Service Fee is current 2) the Contractor is notified in writing of the transfer and 3) the Contractor must authorize transfer in writing. I have read and understand the terms of the included warranty and the renewable extended service agreement.

Property Owner(s) Charles Alley / Date _____

We, the undersigned, have agreed to the terms and conditions of this agreement and all signed addendums, on the date written above. YOU THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

EDW Rep. (Print) Bruce McGraw / Date 11/1/18 Property Owner Charles Alley / Date 11-1-18
 EDW Rep. (Sig.) [Signature] / Date 11/1/18 Property Owner _____ / Date _____

TERMS AND CONDITIONS

1. This agreement, including any and all signed addendums, contains the entire agreement between the Property Owner and Contractor. Property Owner acknowledges that no promises, representations or warranties except those herein specifically set forth in writing have been made by contractor, and that no modification of, or addition to, any provisions shall be valid or binding upon contractor, unless expressly set forth in writing.
2. Property Owner represents the I/we are the owners of the property to be serviced and that I/we have legal title to said property.
3. The Contractor represents that we are fully licensed in Ohio and Michigan, pay Workers Compensation and that public liability insurance are carried and applicable to the work to be performed under this contract.
4. Property Owner is to make the foundation walls and the floor completely bare and accessible in the areas specified by Contractor. If Property Owner declines to remove such items, the effectiveness of the waterproofing system may be compromised and may not be fully covered by the Included Warranty or the Master Service Warranty.
5. Contractor reserves the right of refusal on all contracts within fourteen (14) days of owner's acceptance and deposit received.
6. The Contractor, at its own expense, may make any changes to or modifications in initial waterproofing, and take any steps necessary for further service if required.
7. PROPERTY OWNER AGREES TO PROVIDE WORKING ELECTRICAL OUTLETS FOR SUBMERSIBLE PUMPS AND EZ BREATHE VENTILATION, IF REQUIRED AN APPLICABLE.
8. Property Owner agrees to notify contractor of the location of any hidden fuel, sewer or utility lines or the presence of any hazardous materials. Contractor can not be responsible for damage to same.
9. Contractor will not be responsible for damage to items that may occur as a result of sanitary or storm sewer back up, loss of power or failed sump pumps or any loss due to water seepage through non-basement areas such as : outside stair wells, chimneys, fireplaces and flucs, basement windows or utility lines.
10. Ohio and Michigan law allows three (3) day right of rescission period. Property Owner recognizes that after such time, substantial production costs will have been incurred by Contractor and any and all costs as a result of cancellations beyond this period, without consent of Everdry Waterproofing, will be paid to Contractor by Property Owner in an amount equal to 25% of the contract price, and will be immediately due and payable.
11. If any provision of this Agreement is declared null, void or otherwise unenforceable, such provision shall be deemed to have been severed from this Agreement, which shall otherwise be and remain in force and effect according to its remaining terms. Property Owner understands that any signed waivers that are required to complete this agreement are considered addendums to this agreement and are legal and binding parts of this agreement.
12. Any controversy or claim arising out of or relating to this contract, or breach thereof, shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and any judgment upon the award rendered by the Arbitrator(s) may be entered in any Court having jurisdiction thereof.

MASTER SERVICE WARRANTY

- A. **EverDry Wall / Floor Systems:** Contractor agrees to service the seepage of water through the sub-soil masonry walls and / or floor for the areas specified on the front side of this agreement, for a period of one (1) year from date of this agreement without additional charge to Property Owner for labor and materials.
- B. **Master Service Warranty:** This agreement to provide Free Labor and Materials may be extended yearly for an additional sum of \$75.00 per year (hereafter, "Service Fee"), payable each consecutive year by the Property Owner on or before the anniversary date of this agreement, provided the Property Owner has fulfilled all the terms and conditions of this agreement. New owners service fee will be updated to newest rate at time of transfer.
- C. **EverDry EZ Breathe Units/Dehumidification System:** Contractor warrants EZ Breathe unit for ten (10) years against defects. Dehumidifiers covered by manufactures warranty. Contractor will repair / replace units at no charge to Property Owner within said period. Property Owner agrees to maintain acceptable airflow requirements. Labor to replace free for the life of structure.
- D. **EverDry DuraShield:** On stone, brick and clay tile foundations, Contractor can only be responsible for seepage or dampness on walls if DuraShield is installed.
- E. **EverDry Wall Bracing:** If StablWall or steel beams are installed to stabilize a cracked or bowing wall, Contractor cannot guarantee straightening of the wall and future wall replacement may be needed. Contractor will refund the cost of StablWall should rebuild be necessary.
- F. **EverDry Pressure Relief Pumps:** Pumps are to be used for the Everdry System only. Routine maintenance and cleaning is required by Property Owner. (See homeowners manual for details) Pumps are warranted for 5 years from the date of install. Labor to replace free for the life of structure.
- G. **EverDry Safety Pump System:** Contractor agrees to warrant the Safety Pump System for a period of five (5) years. Batteries are warranted for one (1) year. Labor to replace free for the life of structure.
- H. Property Owner agrees not to alter, or allow others to alter, change or modify the contractors work in any manner as this will void any and all warranties.

Property Owner(s) Charles Allen / Date 11-17-18
 Property Owner(s) _____ / Date _____