

UNIT PRICE CONTRACT

RUS-155-14

THIS CONTRACT is made and entered into at Russell Township

Geauga County, Ohio this 1ST day of AUGUST

20 14 by and between Russell Township Board of Trustees

Party of the First Part, hereinafter called the "Public Authority" and _____

Ronyak Paving, Inc., Party of the Second, hereinafter

called the "Contractor".

WITNESSETH, THAT the Contractor and the Public Authority for the consideration stated herein agree as follows:

ARTICLE I - SCOPE OF THE WORK

The Contractor shall perform everything required to be performed and shall provide and furnish all of the labor, materials, necessary tools, expendable equipment, and all utility and transportation services required to perform and complete in a workmanlike manner all the work required and called for on the Plans and described in the Description of Work and in conformance with the General Clauses and Covenants for the project entitled

The Asphalt Resurfacing of Hemlock Point Road, TR 155

in Russell Township

all in strict accordance with the Plans and Specifications including any and all Addenda, prepared by the Geauga County Engineer, acting and hereinafter referred to as the "Engineer", and the Contractor shall do everything required by this Contract and the other documents constituting a part hereof.

ARTICLE II - COMPENSATION TO BE PAID TO THE CONTRACTOR

In consideration of the completion of the work described herein and the fulfillment of all stipulations of the Contract to the satisfaction and acceptance of the Engineer and the Public Authority, the Public Authority shall pay and the said Contractor further agrees to receive and accept payment based on the bid prices as set forth in the confirmed copy of the Contractor's Proposal hereto attached, with the total payment reduced by accepted deductions set forth, which prices and deductions shall agree with those in the accepted Contractor's Proposal as full compensation for furnishing all the equipment and materials and for the costs of all premiums on insurance and bonds and for doing all the work contemplated and specified in this Contract; also for all the work arising out of the nature of the work aforesaid, or from the actions of the elements, or from any unforeseen obstructions or difficulties which may be encountered in the prosecution of the same; and for all risks of every description connected with the work; and for well and faithfully completing the work and the whole thereof, in full compliance with the Plans and Specifications and the requirements of the Engineer under them.

Payments are to be made to the Contractor in accordance with and subject to the provisions embodied in the Contract Documents hereto attached or incorporated herein by reference.

ARTICLE III - COMPONENT PARTS OF THIS CONTRACT

This Contract consists of this document together with the following additional documents incorporated herein as if fully rewritten:

- A. Specifications for Bid Proposals
 - 1. Legal Notice
 - 2. Description of Work
 - 3. General Clauses and Covenants
 - 4. Wage Rate Information
- B. Proposal Package
 - 1. Bid Guaranty Bond or Certified Check, Cashier's Check or Letter of Credit
 - 2. Proposal Form
 - 3. Subcontractor Information
 - 4. Construction Schedule
 - 5. Corporation Certificate
- C. Plans
- D. Standard Contract Provisions for Contracts Prepared by the Geauga County Engineer's Office, 2014
- E. Modifications to the Construction and Material Specifications for Geauga County, 2014
- F. ODOT Standard Construction and Material Specifications
- G. ODOT Standard Construction Drawings
- H. Recommendation of the Engineer to award the Bid
- I. The Resolution of the Owner awarding the Bid
- J. Performance Bond
- K. Certification of Personal Property Tax
- L. Workers Compensation Certificate
- M. Certificate of Insurance
- N. Ohio Public Works Commission Project Grant Agreement, Project #CGZ06
- O. Affidavit in Compliance with Section 3517.13 of the Ohio Revised Code

ARTICLE IV - MISCELLANEOUS

- A. The Contractor acknowledges that he has not received or relied upon any representations or warranties of any nature whatsoever from the Public Authority, its agents or employees, and that this Contract is entered into solely upon the Contractor's own independent business judgment. The Contractor acknowledges that it is performing its duties and obligations under this contract as an independent contractor.
- B. The parties agree that the law of the State of Ohio shall control with regard to any and all contractual disputes that may arise and that any and all contractual litigation undertaken or arising under this Contract shall be presented in a Court of Competent Jurisdiction of Geauga County, Ohio.
- C. The parties agree that this is the sole and exclusive agreement of the parties and that any necessary modification be reduced to writing and executed in a like manner.
- D. If any covenant or provision of this Contract or the application thereof to any person, firm or corporation or to any circumstance, shall to any extent be invalid or unenforceable, the remainder of this Agreement, or application of such covenant or provision to persons, firms or corporations or to circumstances other than those to which it is invalid or unenforceable, shall not be effected thereby.
- E. In hiring employees for the performance of work under this contract or any subcontract, no contractor or subcontractor shall, by reason of race, color, religion, sex, age, handicap, national origin, or ancestry, discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which this contract relates.

F. No contractor, subcontractor, or any person acting on behalf of any contractor or subcontractor shall, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this contract on account of race, color, religion, sex, age, handicap, national origin, or ancestry.

G. The Contractor shall defend, indemnify, and save harmless the Public Authority, its officers, agents and employees from all claims, demands, payments, suits, actions, recoveries, and judgments of every description, whether or not founded in law, brought or recovered against it, to include reimbursement of any fees or cost incurred by the Public Authority and in the defense of any claims against the Public Authority arising from the conduct of the Contractor pursuant to the terms of this contract, by reason of any negligent act or omission of said Contractor, his agents or employees, in the execution of this Contract or in consequence of insufficient protection, or for the use of any patented invention by said Contractor.

H. The Contractor shall at all times during the life of the Contract, subscribe to and comply with the Worker's Compensation laws of the State of Ohio and pay such premiums as may be required thereunder and to save the Board harmless from any and all liability arising from, out of, or under said act. He shall also furnish at the time of delivery of this Contract and at such times as may be requested, a copy of the official certificate or receipt showing the payment hereinbefore referred to.

I. The Contractor shall at all times during the life of the Contract, subscribe to and comply with the Worker's Compensation laws of the State of Ohio and pay such premiums as may be required thereunder and to save the Board harmless from any and all liability arising from, out of, or under said act. He shall also furnish at the time of delivery of this Contract and at such times as may be requested, a copy of the official certificate or receipt showing the payment hereinbefore referred to.

J. The Contractor agrees that it is an independent contractor with respect to the Public Authority and not an agent or employee of the owner.

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be executed in three (3) original counterparts as of the day and year first above written

PUBLIC AUTHORITY

[Signature]
Ray G. Geb
Jim Mueller

THE CONTRACTOR

Ronyak Paving, Inc.
Address 14376 N. Cheshire St.
Burton, OH 44021
BY [Signature] CEO
David W. Ronyak
Title Chief Executive Officer

Witnesses:

[Signature]
Joseph Dolan
Jim Mueller Brittany J. White

Witnesses:

[Signature]
Jay Maron

PROPOSAL
Unit Price Contract RUS-155-14
The Asphalt Resurfacing of Hemlock Point Road, TR 155
Russell Township, Geauga County

We the undersigned RONYAK PAVING, INC

propose to do and construct the pavement, drainage and appurtenances as shown on the plans and as called for in the specifications. We have thoroughly familiarized ourselves with the plans and specifications, which we accept as sufficient for the purpose of this improvement. Further, we have visited the site of the improvement and are proposing to furnish all labor, material and equipment to complete the work for the prices set against each item.

ITEM NO.	ODOT NO.	DESCRIPTION OF ITEM	ESTIMATED QUANTITY		Unit Price Bid			TOTAL ITEM
					LABOR	MATL	BID	
1	103	Contract Performance Bond and Premium	1	Lump	\$0.00	\$4,500.00	\$4,500.00	\$4,500.00
2	253	Pavement Repair, As Per Plan	200.0	C.Y.	\$40.00	\$110.00	\$150.00	\$30,000.00
3	254	Partial Depth Pavement Planing, Asphalt Concrete, As Per Plan	16300.0	S.Y.	\$0.90	\$0.00	\$0.90	\$14,670.00
4	407	Tack Coat, As Per Plan	2200	Gal.	\$0.40	\$1.40	\$1.80	\$3,960.00
5	424	Fine Graded Polymer Asphalt Concrete, Surface Course, Type B, SBS PG76-22M, As Per Plan	475.0	C.Y.	\$6.50	\$165.00	\$171.50	\$81,462.50
6	448	Asphalt Concrete, Intermediate Course, Type 2, PG64-22, As Per Plan	975.0	C.Y.	\$6.00	\$99.00	\$105.00	\$102,375.00
7	448	Asphalt Concrete, Surface Course, Type 1, PG64-22 (Driveways)	50.0	C.Y.	\$40.00	\$120.00	\$160.00	\$8,000.00
8	614	Maintaining Traffic	1	Lump	\$13,250.00	\$0.00	\$13,250.00	\$13,250.00
9	614	Work Zone Center Line, Class II, As Per Plan	3.90	Mile	\$50.00	\$80.00	\$130.00	\$507.00
10	617	Compacted Aggregate (RACP), As Per Plan	100.0	C.Y.	\$12.00	\$18.00	\$30.00	\$3,000.00
11	624	Mobilization	1	Lump	\$6,400.00	\$0.00	\$6,400.00	\$6,400.00
12	642	Center Line, Type 1, As Per Plan	1.30	Mile	\$700.00	\$485.00	\$1,185.00	\$1,540.50
13	642	Edge Line, Type 1	2.60	Mile	\$400.00	\$245.00	\$645.00	\$1,677.00
14	644	Stop Line, As Per Plan	20.0	L.F.	\$9.00	\$8.00	\$17.00	\$340.00

TOTAL CONTRACT

\$271,682.00

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PROPOSAL

Unit Price Contract RUS-155-14

The Asphalt Resurfacing of Hemlock Point Road, TR 155

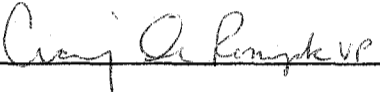
Russell Township, Geauga County

EARLIEST START DATE: July 7, 2014

LATEST COMPLETION DATE: September 12, 2014

Calendar Days to Complete: 30 Days

It is understood and agreed that the quantities shown in the Specifications and Details are approximate only and will be used to determine the lowest and best bid. The Contractor shall not be entitled to loss of profit or other damages should the quantities prove to be more or less than the estimated amount.

Sign:  VP

Contractor: Ronyak Paving, Inc.

By: Craig A. Ronyak

Address: PO Box 567

Title: Vice President

Burton, Ohio 44021

Phone: 440-834-1988

Fax: 440-834-1989