

AGREEMENT

THIS CONTRACT MADE THIS 19 DAY OF June, 2015, by and between

TRI MOR (contractor), hereinafter called the "CONTRACTOR" and the CITY OF NORTH ROYALTON, OHIO, hereinafter called the "MUNICIPALITY". WITNESSETH, that the Contractor and the Municipality for the consideration stated herein agree as follows:

ARTICLE I: SCOPE OF 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 in connection with the

SCOTSDALE DRIVE CUL-DE-SAC REPLACEMENT and DRIVEWAY APRONS

in the City of North Royalton, Ohio for the Municipality.

TriMor agrees to provide and be solely responsible for its equipment, employees, personnel and supplies required to remove and replace concrete cul-de-sac and driveway aprons in a proper and safe manner. Any labor, materials, equipment or apparatus not specifically mentioned herein which may be found necessary to complete any portion of the work in a substantial manner in compliance with the stated requirements or implied, such as relocation and subsequent repair of appurtenances, shall be furnished by the Contractor without additional compensation.

TriMor agrees to be solely responsible for its employees, agents, subcontractor or others in its control necessary to remove and replace the cul-de-sac and driveway aprons, including but not limited to workers compensation claims or other liability, damages or claims.

TriMor shall provide general liability insurance coverage naming the City of North Royalton as an additional insured in the minimum amount of \$1,000,000 and furthermore agrees to indemnify, defend and hold harmless the City of North Royalton for and against any and all losses, claims, damages, liability and expenses of any kind or nature whatsoever resulting, arising or occurring as a result of any act of TriMor, its employees, agents, subcontractors or others in its control.

Any permits or inspection fees required by any governmental agency, including the City of North Royalton shall be the sole responsibility of TriMor. *PERFORMED BY CITY*

The performance by TriMor of its duties and obligations under this Agreement will be that of an independent contractor, and nothing herein shall create or imply an agency relationship between

TriMor and the City, nor will this Agreement be deemed to constitute a joint venture or partnership between the parties.

TriMor warrants that the materials and workmanship of the cul-de-sac replacement, be free from defects in material and workmanship and that improvement will be and remain in good sound condition for a period of two (2) years after the final acceptance of said improvement by the City.

ARTICLE II: THE CONTRACT PRICE

The Municipality shall pay to the Contractor for the performance of this Contract, in current funds, as set forth in the proposal attached as Exhibit A, incorporated herein, in an amount not to exceed \$75,000.00 upon satisfactory completion of the project, completion to be solely determined and approved by the City.

ARTICLE III: TIME OF COMPLETION

Work under this Contract shall commence, weather permitting, June 25, 2015. Time is of the essence and the Contractor shall diligently prosecute and complete all work under his contract in a timely fashion due to the emergency status of the project. City may terminate all or any part of this agreement upon TriMor's failure to timely perform under this agreement without penalty or cost.

ARTICLE IV: COMPONENT PARTS OF THIS CONTRACT

This Contract consists of the following component parts all of which are fully a part of this Contract as if herein set out verbatim or, if not attached, as if hereto attached:

1. Non-Collusion Affidavit
2. Affidavit and Waiver of Lien
3. Campaign Finance Law Letter & Certification
4. Contractor Prevailing Wages (and accompanying documents)
5. Public Improvement Guaranty Bond

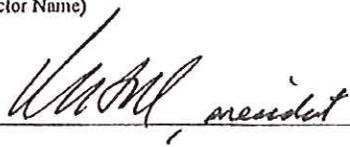
In the event that any provision in any of the above component parts of this Contract conflicts with any provisions in any other of the component parts, the provision in the component part first enumerated above shall govern over any other component part which follows it numerically, except as may be otherwise specifically stated.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed:

TRI MOR

(Contractor Name)

(SEAL)

By: 

MARTIN E. SCHLESSEL, PRESIDENT

MARTIN E. SCHLESSEL, PRESIDENT

By: *MES*

ATTEST:

Approved as to form: *Thomas Kelly*
Law Director

City of North Royalton

(SEAL)

By: *Robert Huff*
Mayor

AFFIDAVIT AND WAIVER OF LIEN

STATE OF OHIO) SS
COUNTY OF CUYAHOGA)

AFFIDAVIT

I, the undersigned as _____ of
(Owner, Partner, Authorized Representative)

_____, having been first duly sworn according to law,
(name of Individual, partnership or corporation)

deposes and says that he is the Contractor in connection with the following improvements:

SCOTSDALE CUL-DE-SAC REPLACEMENT and DRIVEWAY APRONS

And further states that all bids for labor and material involved in the Contractor's Work covered hereby, including similar bills of Sub-Contractors relating thereto, have been fully paid except as listed below; and Contractor guarantees that there is no possibility of the filing of Mechanics' Lien(s), relating to such Contractor's Work, being filed against the property upon which the Contractor's Work has been completed except as listed below; and the undersigned Contractor hereby waives and lien, or right of lien, for any labor and/or materials furnished in connection with said Contractor's Work by the undersigned Contractor in the amount of \$ _____, which does not include the excepted amount(s) listed below.

Excepted Amount	Description
_____	_____
_____	_____
_____	_____



June 16, 2015

City of North Royalton
11545 Royalton Rd
North Royalton, Oh 44133

PROJECT: SCOTTSDALE DRIVE DUL-DE-SAC REPLACEMENT EMERGENCY REPAIR
LOCATION: NORTH ROYALTON

EMERGENCY PAVEMENT REPAIR PROPOSAL

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UOM</u>	<u>QTY</u>	<u>UNIT \$</u>	<u>TOTAL \$</u>
1	Remove and Replace 7" Fiber Reinf Concrete Cul-de-Sac, Class MS (24hr)	SY	900	\$75.00	\$ 67,500.00
2	Concrete Drive Arpons 6" Class MS (Areas to be Determined)	SF	TBD	\$7.00	TBD

TOTAL WORK NOT TO EXCEED \$75,000.00

NOTE: Unit Price Bid, Field Measured Quantity will be Invoiced.

Price includes independent concrete testing. Restoration by others.

ACCEPTED BY: _____

DATE: 6/19/15

SUBMITTED BY: J. FRANK CRAYDEN
TRI MOR CORPORATION

8530 North Boyle Parkway • Twinsburg, Ohio 44087
(330) 963-3101 • Fax (330) 963-3097

An Equal Opportunity Employer

Ex. A