

**PROPOSAL**  
**Unit Price Contract RS-HAM-V-2020**  
**The Asphalt Resurfacing of Various Roads**  
**Hambden 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	\$1,875.00	\$1,875.00	\$3,750.00	\$3,750.00
2	202	Wearing Course Removed	100.0	SY	\$4.00	\$4.00	\$8.00	\$800.00
3	253	Pavement Repair, By Depth, As Per Plan	500.0	CY	\$92.50	\$92.50	\$185.00	\$92,500.00
4	407	Non-Tracking Tack Coat	3375	GAL	\$1.00	\$1.00	\$2.00	\$6,750.00
5	441	Asphalt Concrete Intermediate Course, Type 2, (448) PG64-22	1090.0	CY	\$57.50	\$57.50	\$115.00	\$125,350.00
6	441	Asphalt Concrete Surface Course, Type 1, (448) PG64-22	935.0	CY	\$72.50	\$72.50	\$145.00	\$135,575.00
7	441	Asphalt Concrete Surface Course, Type 1, (448) PG64-22 (Driveways)	56.0	CY	\$212.50	\$212.50	\$425.00	\$23,800.00
8	614	Maintaining Traffic	1	LUMP	<del>13,875.00</del>	\$0.00	<del>13,875.00</del>	\$13,875.00
9	617	Compacted Aggregate (RACP)	285.0	CY	\$30.00	\$30.00	\$60.00	\$17,100.00
10	623	Monument Box, Adjusted to Grade	19	EACH	\$100.00	\$100.00	\$200.00	\$3,800.00
11	624	Mobilization	1	LUMP	\$4,000.00	\$4,000.00	\$8,000.00	\$8,000.00
12	644	Stop Line	10.0	FEET	\$22.50	\$22.50	\$45.00	\$450.00
13	SPEC	Mailbox Assembly, Removed and Reset	23	EACH	\$62.50	\$62.50	\$125.00	\$2,875.00

**TOTAL CONTRACT** **\$434,625.00**

**EARLIEST START DATE: 5/18/2020**

**LATEST COMPLETION DATE: 7/25/2020**

**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: 

Contractor: Ronyak Paving, Inc.

By: P. Richard Coan, CFO

Address: 14376 N. Cheshire St.

Title: Chief Financial Officer

Burton, OH 44021

Phone: 440-834-1988

Fax: 440-834-0029

Email: rick@ronyakpaving.com

## SUBCONTRACTOR/SUPPLIER INFORMATION

Name of Company American Roadway Logistics

Address 2661 Barber Rd.

Norton, OH 44203

Operation to be performed Pavement Markings

Is this company a DBE?        Yes   x   No   <1%   % of Contract

Name of Company \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Operation to be performed: \_\_\_\_\_

Is this company a DBE?        Yes        No        % of Contract

Name of Company \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Operation to be performed \_\_\_\_\_

Is this company a DBE?        Yes        No        % of Contract

Name of Company \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Operation to be performed \_\_\_\_\_

Is this company a DBE?        Yes        No        % of Contract

## SCHEDULE OF OPERATIONS

The Bidder Ronyak Paving, Inc.  
has reviewed its current workload and will be able to complete this project by  
the completion date shown on the proposal sheet.

Signed: \_\_\_\_\_

By: P. Richard Coan, CFO

Title: Chief Financial Officer

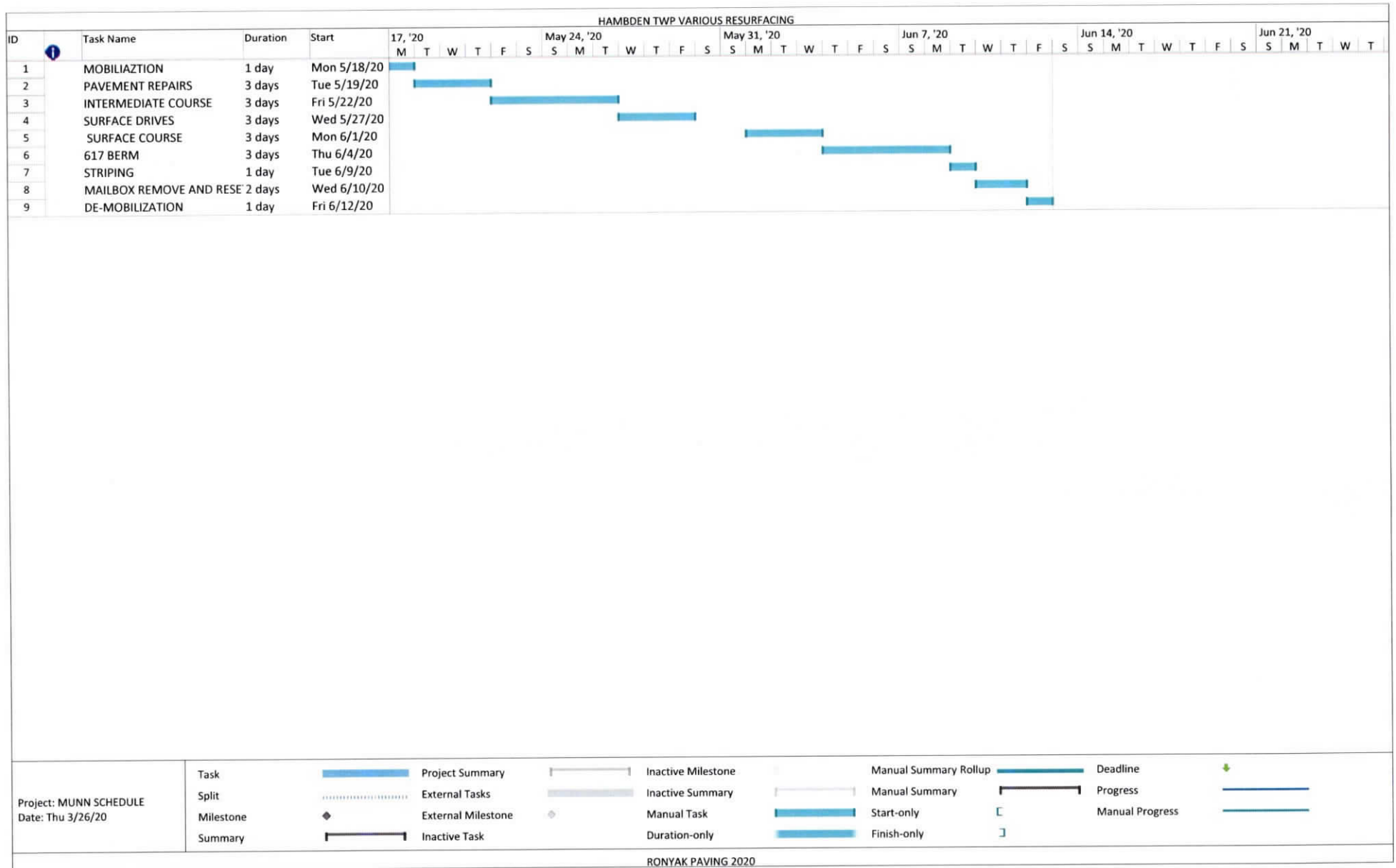
## PROPOSAL SCHEDULE

[illegible]

## CURRENT WORKLOAD

List all projects currently under contract:

[illegible]



# RONYAK PAVING, INC

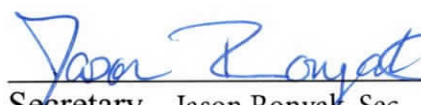
# CONTRACTS ON HAND

PROJECT	CONTRACT WITH	CONTRACT AMOUNT	COMPLETION DATE
ODOT 180446 - VROOMAN RD	GREAT LAKES CONSTRUCTION	\$ 746,731.75	7/15/2020
SR 82 WIDENING	DIGIOIA SUBURBAN EXC	\$ 2,020,369.00	10/15/2021
CLEVELAND WARDS 2019-2021	CITY OF CLEVELAND	\$ 28,505,007.80	7/1/2021
UPPER BROOKSIDE RD IMPROVEMENTS - INDEPENDENCE	CATTS Construction	\$ 395,530.72	8/15/2020
ODOT 190511 POR FY2020 CHIP	ODOT	\$ 449,870.00	11/30/2020
BLOSSOM MUSIC CENTER	CLEVELAND METRO PARKS	\$ 245,000.00	3/1/2020
MIDDLEFIELD 2020 CHIP SEAL	VILLAGE OF MIDDLEFIELD	\$ 139,258.00	5/1/2020
LAKESHORE BLVD REHAB	VILLAGE OF BRATENAHL	\$ 611,800.00	6/30/2020
SR 39 INTERSECTION - ODOT 200019	ECLIPSE COMPANY	\$ 557,216.00	10/31/2020
SR 608 - ODOT 200057	ODOT	\$ 283,868.50	10/15/2020
*****COMPLETE JOB LIST AVAILABLE UPON REQUEST*****			

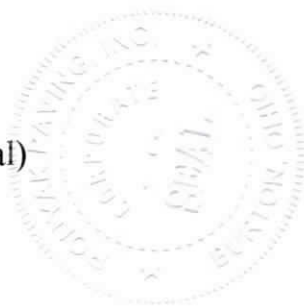
**CORPORATION CERTIFICATE**

I, Jason Ronyak certify as  
Secretary of the Corporation entitled Ronayk Paving, Inc.  
incorporated in the State of Ohio;  
that P. Richard Coan who signed  
the foregoing Bid Proposal on behalf of the Contractor is an officer with the title of  
Chief Financial Officer and that said Bid  
Proposal was duly signed for and in behalf of said Corporation by authority of its  
governing body, and is within the scope of its corporate powers.

Furthermore, the above named officer may sign the Contract for this project  
if the Contract is awarded to our Corporation.

  
Secretary Jason Ronyak, Sec.

(Corporate Seal)





## NONCOLLUSION AFFIDAVIT

State of Ohio

County of Geauga

BIDDER P. Richard Coan

being first duly sworn, deposes and says that he/she is

Chief Financial Officer (sole owner, a partner, president,

secretary, etc.) of Ronyak Paving, Inc.,  
the party making the foregoing PROPOSAL; that such PROPOSAL is not  
made in the interest of or on behalf of any undisclosed person, partnership,  
company, association, organization, or corporation; that such PROPOSAL is  
genuine and not collusive or sham; that said BIDDER has neither directly or  
indirectly conspired, connived, or agreed with any other BIDDER, individual,  
or entity, to put in a sham BID, nor has directly or indirectly sought by  
agreement, communication or conference with any individual or entity to fix  
the PROPOSAL price of said BIDDER or of any other BIDDER, or to fix any  
overhead, profit, or cost element of such PROPOSAL price, or of that of any  
other bidder, or to secure any advantage against the OWNER awarding the  
contract or anyone interested in the proposed contract; that all statements  
contained in such PROPOSAL are indirectly, submitted his proposal price or  
any breakdown thereof, or the contents thereof, or divulged information or  
data relative thereto, or paid and will not pay any fee in connection therewith,  
to any corporation, partnership, company, association, organization,  
PROPOSAL depository, or to any member or agent thereof, or to any other  
individual except to such person or persons as have a partnership or other  
financial interest with said BIDDER in his general business.

Signed:



P. Richard Coan, CFO

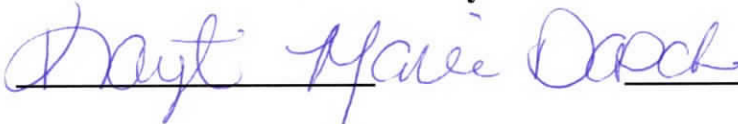
Subscribed

and sworn to before me this 27

day

of March, 2020.

Seal of Notary





KAYTI MARIE DASCH  
NOTARY PUBLIC  
FOR THE  
STATE OF OHIO  
My Commission Expires  
November 19, 2023





**RS-HAM-V-2020**  
**The Asphalt Resurfacing of Various Roads**  
**Hambden Township, Geauga County**

## **ADDENDUM #1**

Monday, March 23, 2020

### **BID SPECIFICATION REVISION**

Place of opening of Proposal, change

All bids shall be delivered to:

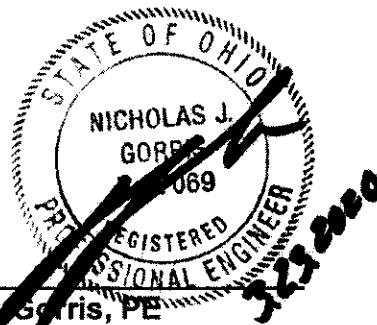
**Geauga County Engineer's Office**  
**12665 Merritt Road**  
**Chardon, OH 44024**

Sealed bids will be received until the time and date specified in the Contract Documents.

Bids received will be publicly opened and read aloud at the new location.

This addendum does not change the plan quantities, Engineer's estimate or schedule

This concludes the scope of Addendum #1.



Nicholas J. Gorris, PE  
Deputy Engineer  
Gauga County Engineer's Office

## BID GUARANTY BOND

Ohio Revised Code §153.571

**KNOW ALL MEN BY THESE PRESENTS**, that we, the undersigned  
Ronyak Paving, Inc. 11938 Mayfield Rd., Bid. A, Chardon, OH 44024 as principal and  
The Guarantee Company of North America USA as sureties, are  
hereby held and firmly bound unto Hambden Township Board of Trustees  
\_\_\_\_\_ as obligee in the penal sum of the dollar amount of  
the bid submitted by the principal to the obligee on March 27, 2020 to  
undertake the project known as Hambden Township Various Roads RS-HAM-V-2020

The penal sum referred to herein shall be the dollar amount of the principal's bid to the obligee, incorporating any additive or deductive alternate proposals made by the principal on the date referred to above to the obligee, which are accepted by the obligee. In no case shall the penal sum exceed the amount of \_\_\_\_\_ dollars. (If the foregoing blank is not filled in, the penal sum will be the full amount of the principal's bid, including alternates. Alternately, if the blank is filled in, the amount stated must not be less than the full amount of the bid including alternates, in dollars and cents. A percentage is not acceptable.) For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

Signed this 27th day of March, 2020 **THE**  
**CONDITION OF THE ABOVE OBLIGATION IS SUCH**, that whereas the above named  
principal has submitted a bid for \_\_\_\_\_  
Hambden Township Various Roads RS-HAM-V-2020

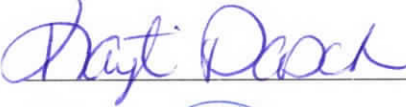
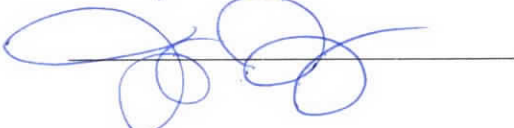
Now, therefore, if the obligee accepts the bid of the principal and the principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications, and bills of material; and in the event the principal pays to the obligee the difference not to exceed ten per cent of the penalty hereof between the amount specified in the bid and such larger amount for which the obligee may in good faith contract with the next lowest bidder to perform the work covered by the bid; or in the event the obligee does not award the contract to the next lowest bidder and resubmits the project for bidding, the principal pays to the obligee the difference not to exceed ten per cent of the penalty hereof between the amount specified in the bid, or the costs, in connection with the resubmission, of printing new contract documents, required advertising, and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be null and void, otherwise to remain in full force and effect, if the obligee accepts the bid of the principal and the principal within ten days after the awarding of the contract enters into a proper contract in accordance with the bid, plans, details, specifications, and bills of material, which said contract is made a part of this bond the same as though set forth herein;

Now also, if the said Ronyak Paving, Inc.  
shall well and faithfully do and perform the things agreed by \_\_\_\_\_  
Hambden Township Board of Trustees to be done  
and performed according to the terms of said contract; and shall pay all lawful claims of  
subcontractors, material suppliers, and laborers, for labor performed and materials furnished in  
the carrying forward, performing, or completing of said contract; we agreeing and assenting that  
this undertaking shall be for the benefit of any material suppliers or laborer having a just claim,  
as well as for the obligee herein; then this obligation shall be void; otherwise the same shall  
remain in full force and effect; it being expressly understood and agreed that the liability of the  
surety for any and all claims hereunder shall in no event exceed the penal amount of this  
obligation as herein stated.

The said surety hereby stipulates and agrees that no modifications, omissions, or  
additions, in or to the terms of the said contract or in or to the plans or specifications therefor  
shall in any wise affect the obligations of said surety on its bond.


WITNESS our hands this 27th day of March, 2020.

Witnesses:

Contractor:


Ronyak Paving, Inc.

  
P. Richard Conn, CFO

Surety:

The Guarantee Company of North America USA

One Towne Square, Ste. 1470  
Southfield, MI 48076

  
Scott Liptak, Attorney-in-Fact



The Guarantee Company of North America USA  
Southfield, Michigan

## POWER OF ATTORNEY

**KNOW ALL BY THESE PRESENTS:** That **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

Scott Liptak, Kevin S. Keller, Sharon Brickman, Melanie Blankenburg, Daniel Fedeli, Logan Liptak, Deltamon Mosley  
The Fedeli Group

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon **THE GUARANTEE COMPANY OF NORTH AMERICA USA** as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of **THE GUARANTEE COMPANY OF NORTH AMERICA USA** at a meeting held on the 31<sup>st</sup> day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, **THE GUARANTEE COMPANY OF NORTH AMERICA USA** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 1st day of March, 2018.



**THE GUARANTEE COMPANY OF NORTH AMERICA USA**

Stephen C. Ruschak, Chief Executive Officer

Randall Musselman, Secretary

STATE OF MICHIGAN  
County of Oakland

On this 1st day of March, 2018 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of said Company.



Cynthia A. Takai  
Notary Public, State of Michigan  
County of Oakland

My Commission Expires February 27, 2024  
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

I, Randall Musselman, Secretary of **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, which is still in full force and effect.



IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 27 day of March 2020

Randall Musselman, Secretary

Office of Risk Assessment  
50 West Town Street  
Third Floor - Suite 300  
Columbus, Ohio 43215  
(614)644-2658  
Fax(614)644-3256  
www.insurance.ohio.gov

## Ohio Department of Insurance

Mike DeWine - Governor

Jillian Froment - Director



### Certificate of Compliance

Issued 03/06/2020

Effective 04/02/2020

Expires 04/01/2021

I, Jillian Froment, hereby certify that I am the Director of Insurance in the State of Ohio and have supervision of insurance business in said State and as such I hereby certify that

#### GUARANTEE COMPANY OF NORTH AMERICA USA

of Michigan is duly organized under the laws of this State and is authorized to transact the business of insurance under the following section(s) of the Ohio Revised Code:

##### **Section 3929.01 (A)**

Aircraft	Ocean Marine
Allied Lines	Other Liability
Boiler & Machinery	Private Passenger Auto - Liability
Burglary & Theft	Private Passenger Auto - No Fault
Commercial Auto - Liability	Private Passenger Auto - Physical Damage
Commercial Auto - No Fault	Surety
Commercial Auto - Physical Damage	
Credit	
Earthquake	
Fidelity	
Financial Guaranty	
Fire	
Glass	
Inland Marine	
Multiple Peril - Commercial	
Multiple Peril - Farmowners	
Multiple Peril - Homeowners	

GUARANTEE COMPANY OF NORTH AMERICA USA certified in its annual statement to this Department as of December 31, 2019 that it has admitted assets in the amount of \$276,368,987, liabilities in the amount of \$62,027,309, and surplus of at least \$214,341,678.

IN WITNESS WHEREOF, I have hereunto subscribed my name and caused my seal to be affixed at Columbus, Ohio, this day and date.

A handwritten signature in cursive script, reading "Jillian Froment".

Jillian Froment, Director



**THE GUARANTEE COMPANY OF NORTH AMERICA USA**

*Home Office, Southfield, Michigan*

**STATUTORY BALANCE SHEET**

**December 31, 2018**

**ASSETS**

Cash and Short-Term Investments	\$ 88,508,407
Marketable Securities	151,857,941
Premium and Agents Balances (under 90 days)	5,007,524
Reinsurance Receivable on paid losses	529,666
Accrued Interest and Dividends	812,435
Net Deferred Tax Asset	1,637,933
Other Assets	<u>1,195,275</u>
Total Admitted Assets	<u>\$249,549,181</u>

**LIABILITIES**

Reserve for Losses and Loss Adjustment Expenses	\$ 9,077,422
Unearned Premium Reserve	22,744,950
Accrued Expenses	4,210,825
Ceded Reinsurance Premiums Payable	1,207,940
Taxes, Licenses and Fees Payable	374,668
Federal Income Tax Payable	296,413
Funds Held	9,869,832
Other Liabilities	<u>1,844,929</u>
Total Liabilities	<u>\$ 49,626,979</u>


**CAPITAL AND SURPLUS**

Common Stock and Paid-In Capital	\$144,020,970
Surplus	<u>55,901,232</u>
Total Policyholders' Surplus	<u>\$199,922,202</u>
Total Liabilities, Capital and Surplus	<u>\$249,549,181</u>

State of Michigan  
County of Oakland


Stephen C. Ruschak being duly sworn, says: That he is the President & COO of The Guarantee Company of North America USA; that said company is a corporation duly organized, existing, and engaged in business as a surety by virtue of the laws of the State of Michigan, and has duly complied with all the requirements of the laws of said state applicable to said company and is duly qualified to act as surety under such laws; that said company has also complied with and is duly qualified to act as surety under the Act of Congress of July 30, 1947, as amended (6 U.S.C. 6-13); that the foregoing is a full, true and correct statement of the financial condition of said company on the 31<sup>st</sup> day of December 2018.

Sworn to before me this 19th day of March 2019.

  
Notary

Cynthia A. Takai  
Notary Public, State of Michigan  
County of Oakland

My Commission Expires February 27, 2024  
Acting In Oakland County

  
Stephen C. Ruschak, President & COO