



This **AGREEMENT** made and entered into this 20th day of April, 2006 by and between Ashton Crossing, LLC (**OWNER**) and Trucco Construction Company, Inc. (**CONTRACTOR**).

TERMS OF AGREEMENT

- 1). **CONTRACTOR** will, for the prices established in **EXHIBIT A** attached hereto;
 - a. Furnish all labor, materials, tools, and equipment to perform all necessary work as set forth in **EXHIBIT A** at **CONTRACTOR'S** expense.
 - b. Perform and complete the work in a good and workmanlike manner in accordance with the plans and specifications. *dated March 2006 and approved by the City of Pickerington and Fairfield County on April 4/2006*
- 2). The work shall be commenced within 15 days of receiving written notice to proceed from the **OWNER**. Work shall be completed as soon as possible. *JS*
- 3). This contract is a Lump Sum contract, and final quantities will be determined by any change orders. The contract amount for Ashton Crossing Sitework at Freedom Way, Pickerington, OH is \$705,981.70 as set forth in **EXHIBIT A**.
- 4). **CONTRACTOR** is to make no changes from the plans without a written **CHANGE ORDER** from the **OWNER**.
- 5). All excess excavation shall remain within or adjacent to the project limits.
- 6). **CONTRACTOR** shall not be responsible for any fees, permits, or deposits of any kind.
- 7). **CONTRACTOR** shall furnish **OWNER** with Liability Insurance, and Workers Comp. Certificate for the duration of the work.
- 8). **CONTRACTOR** shall furnish to **OWNER** an estimate of work completed by the 25th day of the month for work completed through the last day of the month. This estimate and any completed **CHANGE ORDERS**, shall be paid to the **CONTRACTOR** by the 10th of the following month. Payments made after the 20th shall be subject to a 1-1/2% per month penalty.
- 9). A **5% retainer** will be held on all estimates until all completed work is accepted by the governing authorities. At that time, work will be billed by this **CONTRACTOR** and paid by the **OWNER** at **100%**.
- 10). This **CONTRACTOR** will furnish to the **OWNER** a waiver of lien on all payments received, and a final waiver of lien after the final payment.

11). **Indemnification Clause:**

To the fullest extent permitted by law, Contractor agrees to indemnify and hold harmless Owner and its agents and employees, or any of them, from and against all claims, damages, losses, expenses, attorneys' fees arising out of or resulting from Contractor's performance of the work, provided such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) and provided that such claim, damage, loss or expense is not due to the sole negligence of a party seeking indemnity.

12). **Arbitration Clause:**

All disputes arising out of or relating to the contract or the breach thereof, shall be decided by arbitration pursuant to the Construction Industry Rules of the American Arbitration Association. Any such arbitration arising hereunder shall be final and binding upon the parties and judgment upon any award entered in accordance with Ohio law in any court of competent jurisdiction.

Attached to this **AGREEMENT** are the description and prices for the work to be performed on this project by the **CONTRACTOR**. This and any exclusions shown shall make up this agreement. **Exhibit A** is to be made part of this **AGREEMENT**.

In testimony whereof, the said parties have hereunto agreed to all of the above and set their hand on the day first written above.

OWNER: Ashton Crossing, LLC

BY:  Manager

TITLE: MANAGER

DATE: 4/21/09

CONTRACTOR: Trucco Construction Company, Inc.

BY: 

TITLE: President

DATE: 4/21/09



Trucco Construction Co., Inc.

3046 Home Road
Powell, Ohio 43065

(740) 881-5140 • Fax: (740) 881-5131

EXHIBIT A PG 1/4

April 4, 2006

Mr. Scott Blackwell
Ashton Crossings, LLC
6172 Columbus Pike
Lewis Center, OH 43035

Via E-mail: jas4616@aol.com

Re: Site Work Proposal
Ashton Crossing
Pickerington, OH

Dear Mr. Blackwell:

We are pleased to offer the following revised quotation on the referenced project. This proposal is based on the unsigned drawings prepared by EMH&T dated March 22, 2006 and updated on April 3, 2006. Please see the following list of exclusions and qualifications which further define the scope of our proposal.

Exclusions:

1. All testing fees, inspections fees, or permits of any kind.
2. Any rock blasting, chipping, hammering, or excavation of any rock.
3. Any dewatering, beyond one 3" gasoline pump working 8 hours per day 5 days per week.
4. Any trench bottom stabilization, undercutting or extra bedding materials due to sloughed trench widths that exceed standard neat line construction specifications.
5. Any soil stabilization (including peat bogs), undercuts, discing or lime application.
6. Any compaction testing or soil testing.
7. Any OSHA required soils study or NOI permits for EPA.
8. Any environmental or hazardous material assessments or handling.
9. Any erosion or sedimentation control beyond our bid items.
10. Any landscaping or restoration of landscaping.
11. Any permanent seeding, sodding or mulching at the main site.
12. Any removal, repair or replacement of fences or walls.
- 13. Any demolition, removal, or hauling off of non-approved items (i.e. tree stumps, boulders, structures, debris, etc.).
14. Any utility relocation, tie downs, protection or restoration, above or below ground.
15. Any utility conduit or irrigation sleeve crossings.
16. Any street lights, ducts, control boxes, etc.
17. Any traffic control items, (i.e. signage, pavement markings, etc.)
- 18. Any temporary access road or lay down areas.
19. Any off site trucking of dirt and debris. All excess earthen material is to remain on site.
20. Any removal of other trade spoils.
21. Any winter protection of any concrete improvements (streets, and curbs included).
22. Any cleaning of pipe or structures due to improper or poorly maintained erosion control or infiltration caused by others.
23. Any tree protection.
24. Any granular embankment.

Exclusions (continued):

- 25. Repairing any damage to the existing sidewalk on Freedom Way except where the waterline actually crosses the sidewalk. It will be necessary for the tracks of our excavator to be on the existing sidewalk when the waterline is installed along Freedom Way.
- 26. Any stream mitigation work as shown on sheets 9 thru 16 of the site improvement plans.

Qualifications

1. All quotes are good for thirty days, after which time they are subject to review and/or change by the Contractor.
2. All quotes and prices are based upon information received and plans provided for bidding purposes only. Any job changes affecting material, design or procedure, which are different from this proposal will be charged as an extra.
3. This revised proposal includes clearing, grubbing, stump removal and surface debris removal to perform the earthwork.
4. We have based our bid on installing the bore pit for the waterline bore under Freedom Way on the west side of the road.
5. It will be necessary to remove and replace the existing 8" and 10" sanitary force main at various locations throughout the project. We anticipate that the force main will be removed and replaced during the replacement of existing sanitary manholes #1, #2 and #3 and during the excavation and backfill of the receiving pit on the east side of Freedom Way. According to our conversations with Mr. Don Rechter with Fairfield County this force main is currently not in service, and is only used during shutdowns at the wastewater treatment plant. Therefore, we have not included any costs to maintain the flow in the force main during constructions nor have we included any costs to support and protect the main during the previously mentioned work.
6. Our bid includes temporarily seeding the site following the completion of earthwork and utilities. Our bid also includes permanent seeding those areas disturbed by the waterline construction along Freedom Way.
7. Street cleaning, dust control and erosion control maintenance will only be performed when we are on site. Furthermore, street cleaning and dust control will only be performed for Trucco's work only.
8. We have based our bid on wasting all excess earthen material on Parcel No. 041-06259-00 on the south side of Lee's Run stream. Our bid includes the cost to construct a temporary creek crossing (utilizing #2 stone and the large diameter RCP pipe located at the southwest corner of the property) at stream station 6+50 to provide access to this parcel. This crossing will be utilized for the entire duration of our work at the site.

As you are aware there have been significant changes to the plans since our original quote on December 21, 2005. We would welcome the opportunity to meet with you and discuss the scope of our proposal and the magnitude of these changes in greater detail.

Please contact me immediately if you have any questions regarding this proposal. We appreciate the opportunity to work with you on this project. We have the resources available to mobilize and start work as soon as we are issued a notice to proceed.

Sincerely,
TRUCCO CONSTRUCTION COMPANY, INC.



Joel Cochran, PE
Project Manager

REVISED Proposal for Ashton Crossings

TRUCCO CONSTRUCTION CO., INC.



3046 HOME ROAD
POWELL, OH 43065

Contact: Joel Cochran

Phone: 740-881-5140, ext 133 or 614-778-3135 cell

Fax: 740-881-5131

Quote To:

Scott Blackwell
Ashton Crossings
6172 Columbus Pike
614-599-9900
jas4616@aol.com

Job Name:

Ashton Crossings Sitework

Date of Plans:

March 22, 2006
Updated on April 3, 2006

Revision Date:

April 4, 2006

Phone:

E-Mail:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	
1000	CLEARING & GRUBBING	1.00	LS	17,250.00	17,250.00
1010	CURB & GUTTER REMOVED	25.00	LF	9.00	225.00
1015	CURB CUT	75.00	LF	9.00	675.00
1030	CONCRETE SIDEWALK REMOVED AND DISPOSED	1,010.00	SF	1.10	1,111.00
1040	PROOF ROLLING	1.00	LS	700.00	700.00
1070	EARTHWORK	1.00	LS	235,000.00	235,000.00
1080	DUST CONTROL	1.00	LS	4,800.00	4,800.00
2002	BYPASS PUMPING	1.00	LS	30,000.00	30,000.00
2005	REMOVE & REPLACE EXISTING MANHOLE	4.00	EA	9,900.00	39,600.00
2007	REMOVE/REPLACE 10" FORCE MAIN	5.00	EA	3,600.00	18,000.00
2020	SANITARY MANHOLE	4.00	EA	2,400.00	9,600.00
2030	SANITARY CLEANOUT	2.00	EA	700.00	1,400.00
2040	8" SANITARY SEWER	605.00	LF	40.00	24,200.00
2050	6" DIA. PIPE RISERS	36.00	LF	26.00	936.00
2060	8" X 6" WYE FITTING	3.00	EA	120.00	360.00
2062	6" X 6" WYE FITTING	1.00	EA	120.00	120.00
2064	TV EXISTING SEWERS PRE/POST TAPS	1.00	LS	5,000.00	5,000.00
2070	8" X 6" INSERT-A-TEE FITTING ON EX 8" SEWER	1.00	EA	1,300.00	1,300.00
2075	10" X 6" INSERT-A-TEE FITTING ON EX 10" SEWER	2.00	EA	1,300.00	2,600.00
2080	6" SANITARY SERVICE	322.00	LF	29.00	9,338.00
3010	ROCK CHANNEL PROTECTION	23.00	CY	87.00	2,001.00
3020	24" PRECAST ENDWALL	1.00	EA	1,100.00	1,100.00
3030	15" PRECAST ENDWALL	1.00	EA	900.00	900.00
3035	8" PRECAST ENDWALL	1.00	EA	900.00	900.00
3040	CURB & GUTTER INLET	6.00	EA	1,400.00	8,400.00
3050	MANHOLE, TYPE A, CLASS B	1.00	EA	1,400.00	1,400.00
3060	MANHOLE, TYPE A, CLASS C	3.00	EA	1,500.00	4,500.00

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	
3095	8" PVC STORM SEWER	52.00	LF	27.00	1,404.00
3100	12" STORM SEWER	414.00	LF	27.00	11,178.00
3110	15" STORM SEWER	71.00	LF	31.00	2,201.00
3115	18" STORM SEWER	10.00	LF	34.00	340.00
3120	24" STORM SEWER	556.00	LF	39.00	21,684.00
3150	OUTLET CONTROL STRUCTURE	1.00	EA	3,900.00	3,900.00
3160	ANTI-SEEP COLLAR	1.00	EA	1,000.00	1,000.00
4010	8" PVC WATERLINE	2,246.00	LF	30.00	67,380.00
4020	6" PVC WATERLINE	82.00	LF	16.00	1,312.00
4030	8" VALVES	4.00	EA	850.00	3,400.00
4040	6" VALVES	8.00	EA	450.00	3,600.00
4050	6" FIRE HYDRANTS	8.00	EA	2,300.00	18,400.00
4070	CONCRETE ENCASEMENT	20.00	LF	100.00	2,000.00
4090	BORE & JACK 16" STEEL CASING	65.00	LF	450.00	29,250.00
5010	SILT FENCE	3,062.00	LF	2.00	6,124.00
5020	DANDY BAG INLET PROTECTION	2.00	EA	100.00	200.00
5030	BEAVER DAM INLET PROTECTION	12.00	EA	80.00	960.00
5040	STABILIZED CONSTRUCTION ENTRANCE	1.00	EA	2,100.00	2,100.00
5050	TEMPORARY SEED OUTLOTS & STOCK PILES	52,000.00	SY	0.25	13,000.00
5060	PERMANENT SEED WATERLINE ON FREEDOM WAY	4,300.00	SY	0.60	2,580.00
5070	SEDIMENT CONTROL STRUCTURE	1.00	LS	1,200.00	1,200.00
7010	4" PIPE UNDERDRAIN	1,320.00	LF	4.20	5,544.00
7020	CONCRETE SIDEWALK	3,814.00	SF	3.35	12,776.90
7030	CONCRETE CURB RAMPS	3.00	EA	1,100.00	3,300.00
7042	CURB & GUTTER	1,320.00	LF	9.00	11,880.00
8010	#301 BITUMINOUS AGGREGATE BASE	420.00	CY	83.00	34,860.00
8020	#304 CRUSHED AGGREGATE BASE	220.00	CY	29.00	6,380.00
8030	#402 ASPHALT CONCRETE	165.00	TN	44.00	7,260.00
8040	#404 ASPHALT CONCRETE	165.00	TN	50.00	8,250.00
8050	#408 PRIME COAT	787.00	GAL	1.40	1,101.80

GRAND TOTAL**\$705,981.70****NOTES:**