

**RESOLUTION 10-0719-06**

**Accept Road Department window installation quote**

**WHEREAS**, the Road Department is in need of windows and an air conditioner, and

**WHEREAS**, staff has obtained quotes and is requesting that the Trustees accept the best and lowest price, and


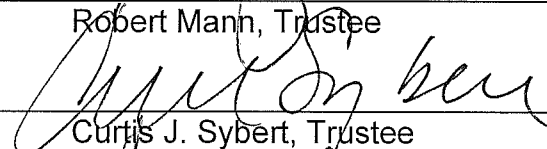
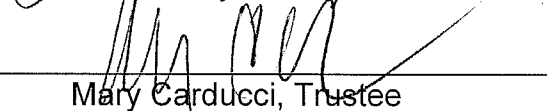
**NOW, THEREFORE BE IT RESOLVED, BY THE LIBERTY TOWNSHIP BOARD OF TRUSTEES, DELAWARE COUNTY, OHIO**, accepts the best and lowest quote for double hung vinyl windows from Empire Windows of Delaware, Ohio, at a price not to exceed \$1452.00, with Road Department funds being used.

This Resolution shall be in force and become effective immediately upon its execution.


Motion made by Sybert and seconded by Carducci.

**Vote:** yes Ms. Carducci yes Mr. Mann yes Mr. Sybert

7-19-10  
Date

  
\_\_\_\_\_  
Robert Mann, Trustee  
  
\_\_\_\_\_  
Curtis J. Sybert, Trustee  
  
\_\_\_\_\_  
Mary Carducci, Trustee

CERTIFIED BY:

  
\_\_\_\_\_  
Mark S. Gerber, Fiscal Officer

## Anderson, Dave

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**From:** Walkup, John  
**Sent:** Thursday, July 15, 2010 1:32 PM  
**To:** Leib, Randall; Anderson, Dave  
**Subject:** RE: Shop windows

Thanks Randy,

Looks like a good quote to me and I agree about the HVAC.....John

-----Original Message-----

**From:** Leib, Randall  
**Sent:** Thursday, July 15, 2010 12:11 PM  
**To:** Anderson, Dave; Walkup, John  
**Subject:** Shop windows

Dave,  
John,

Attached are the quotes for new shop windows as you have requested. It is my recommendation that we purchase the double hung vinyl replacement windows from Empire Windows for \$1,452. I have \$3,000 budgeted in this year's budget for this project. I would suggest the balance be put towards an HVAC system(I am awaiting quotes.)

Thanks,  
Randy

-----Original Message-----

**From:** noreply@libertytwp.org [mailto:noreply@libertytwp.org]  
**Sent:** Thursday, July 15, 2010 12:03 PM  
**To:** Leib, Randall  
**Subject:**

This E-mail was sent from "RNP1A589" (Aficio MP C2000).

Scan Date: 07.15.2010 12:02:30 (-0400)  
Queries to: [noreply@libertytwp.org](mailto:noreply@libertytwp.org)

THE UNDERSIGNED HEREBY AGREES THIS 14<sup>th</sup> DAY OF July YEAR 2010  
TO PURCHASE FROM EMPIRE WINDOW OF CENTRAL OHIO LTD., THE FOLLOWING DESCRIBED MERCHANDISE UPON THE TERMS HEREIN STATED



6241 US Highway 23 N. • Delaware, Ohio 43015  
614-766-1400 Office • 740-368-8414 Fax  
Showroom 740-363-6800

PURCHASER: Liberty Township  
HOME PHONE: \_\_\_\_\_ WK: \_\_\_\_\_  
CELL PHONE: \_\_\_\_\_ FX: \_\_\_\_\_  
JOB ADDRESS: 7761 Liberty Rd  
CITY: Do Powell STATE: OH ZIP: 43065  
SOURCE: VP EMAIL: \_\_\_\_\_  
BILLING ADDRESS: \_\_\_\_\_

**DESCRIPTION OF WORK TO BE DONE:** Empire Window of Central Ohio, LTD

Remove old windows and install 4 New White  
Barrington Thermomax Replacement windows  
New windows to have fusion welded sash and  
Frame Dual pane insulated glass with low E  
and Argon gas, cam action locks & Screens  
New windows to have Manufacturers Lifetime  
warranty  
New windows to be completely installed  
insulated and sealed.

Job site to be cleaned up and debris hauled away:

Approximate Install: 2-3 weeks from OK

TOTAL SALE: ..... \$ \_\_\_\_\_ FINAL PAYMENT: DUE AT COMPLETION ..... \$ \_\_\_\_\_  
PERMIT FEE: ..... \$ \_\_\_\_\_ Double Hung 1452.00  
COUPONS: ..... \$ \_\_\_\_\_ Single Hung 1356.00  
CASH DISCOUNT: ..... \$ \_\_\_\_\_  
DOWN PAYMENT: ..... \$ \_\_\_\_\_ \*Single Hung only Bottom operables

\*Cash discount is available to ALL customers who pay by check or cash (Check Cards do NOT apply)

\*All coupons must be presented at the time of SALE to be valid

If balance is not paid to installer at time of completion and other arrangements have not been made, a \$15 billing charge will be added.

Other payment arrangements: \_\_\_\_\_ Approved by Empire: \_\_\_\_\_ initial

**THIS ORDER IS NOT SUBJECT TO CANCELLATION AFTER 3 DAYS**

I (WE) AGREE TO THE TERMS AND CONDITIONS OF THIS CONTRACT, I (WE) ACKNOWLEDGE RECEIPT OF TRUE COPIES OF THIS CONTRACT AND DISCLOSURE STATEMENT AND THE NOTICE OF RESCISSION.

**BUYER'S RIGHT TO CANCEL**

YOU MAY CANCEL THIS AGREEMENT OR PURCHASE BY MAILING A WRITTEN NOTICE TO THE SELLER POSTMARKED NOT LATER THAN MIDNIGHT ON THE THIRD BUSINESS DAY AFTER THE DATE THIS AGREEMENT WAS SIGNED. YOU MAY USE THIS PAGE AS THAT NOTICE BY WRITING "I HEREBY CANCEL" AT THE BOTTOM AND ADDING YOUR NAME AND ADDRESS. THE NOTICE MUST BE MAILED TO: EMPIRE WINDOW CO., 6241 US HIGHWAY 23 NORTH, DELAWARE, OHIO 43015.

X \_\_\_\_\_  
APPROVED BY EMPIRE

X \_\_\_\_\_  
APPROVED BY CUSTOMER



D&W Custom Remodeling and Renovations, Inc.  
 4361 State Route 203  
 Radnor, Ohio 43066-0163

740/595-3509  
 www.dwpool.com  
 dwpool@verizon.net

Liberty Township  
 7761 N. Liberty Road  
 Powell, OH 43065

July 14, 2010  
 740/272-2251

WORK ORDER

Proposed project for the Liberty Township Maintenance Building:

Quote for the replacement of 4 windows with tax exempt certificate

- ViWinco vinyl replacement windows with LowE glass, full screen, 4 9/16 jam extension, color white
- Installed and exterior counter flashed and wrapped as needed
  - A. 24 x 60 double hung windows \$2,160.00
  - B. 24 x 60 casement windows \$1,860.00

Window Deposit \$800.00  
 Balance At Completion

The prices, specifications and conditions referred to within this Work Order are satisfactory and are hereby accepted. Contractor is authorized to do the work as specified. Payment will be made as outlined above. Please sign and date where indicated below and return one copy to the Contractor and keep the other copy for your files. Thank you.

Customer Signature

Date

  
 Signature of Authorized Company Representative

July 14, 2010  
 Date

Complete Payment is due upon receipt of invoice. Special orders must be paid for at the time they are placed. On all amounts unpaid for more than thirty days an interest charge of 2% per month shall be charged and for every month it remains unpaid. Any failure to make payment is subject to a claim enforced against the property in accordance with applicable laws. No deductions or additional or unauthorized charges will be made from the Contractor's funds unless specifically agreed to by the Contractor in writing in advance.

All payments to be made by check made payable to D & W Custom Remodeling and Renovations. Under no circumstances shall the Owner make the Contractor's check payable jointly to any third party unless specifically authorized by the Contractor in writing in advance. The Owner shall not pay any of the Subcontractors or Suppliers directly unless specifically authorized by the Contractor in writing in advance. The work will be completed in compliance with all laws, ordinances, rules, regulations and building codes of the applicable government authorities.

All work shall be performed in a professional and workmanship-like manner, and shall conform to the minimum standards set forth in the National Association of Home Builders publication titled *Residential Construction Performance Guidelines For Professional Builders & Remodelers 1996* published by the National Association of Homebuilders of the United States, ISBN 0-086718-491-4. If the Owner wishes to purchase a copy of this publication, he may do so by contacting the NAHB Home Builder Bookstore at 1-800-368-5242. Based on the guidelines use by state and local building departments, the methods of construction used by the Contractor, if not detailed on the plans, is entirely up to the Contractor and may not be dictated by the Owner.

If the Owner purchases and supplies a product for the Contractor to install, the Owner will be held liable for the condition of that product when delivered to the project site. If an Owner supplied product is the wrong size, color, style or defective in any way or missing a related part needed to install the product, and a return trip is needed, the Contractor will charge a \$75.00 administrative / rescheduling fee, and \$60.00 per hour, (one hour minimum), to replace or finish installation of that product.