

RESOLUTION #19-0617-04

Approving Expenditure for Emergency Paving Project on Brighton Place/Hastings Lane

WHEREAS, Liberty Township Board of Trustees approved the 2019 Road Paving Project which included resurfacing roads located in Wedgewood, specifically Brighton Place and Hastings Lane, and

WHEREAS, during the preparation for resurfacing work in Wedgewood, an unforeseen failure of the road was found, which will require additional work prior to the paving, and

WHEREAS, this work will require an additional expense above and beyond the amount already allocated to the paving project, and

WHEREAS, Decker Construction Co. will schedule this project upon approval by the Board of Trustees and complete the necessary work.

NOW, THEREFORE BE IT RESOLVED, BY THE LIBERTY TOWNSHIP BOARD OF TRUSTEES, DELAWARE COUNTY, OHIO, to authorize an expenditure of \$6,655.00 to complete the necessary road work in Wedgewood on Brighton and Hastings, as detailed on the attached bid, payable to Decker Construction Co. 3040 McKinley Avenue, Columbus, OH 43204.

Motion made by Melanie Leneghan and seconded by Shyra Eichhorn.

Vote: Yes Mrs. Eichhorn Yes Mr. Gemperline Yes Mrs. Leneghan

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

June 17, 2019

Date

CERTIFIED BY:

Nancy Denutte
Nancy Denutte, Fiscal Officer

Melanie Leneghan
Melanie Leneghan, Trustee

Mike Gemperline
Mike Gemperline, Trustee

Shyra Eichhorn
Shyra Eichhorn, Trustee



DECKER CONSTRUCTION COMPANY
Asphalt and Concrete Construction * Pavement Maintenance
3040 McKinley Avenue * Columbus, Ohio 43204
(614) 488-7958 FAX * (614) 488-0079

June 11, 2019

Liberty Township
7761 Liberty Road
Powell, Ohio 43065
Attn: Joel James

Decker Construction Company, (hereinafter called "Decker", or "we") offers to furnish all labor, materials and equipment required for the performance of our work in connection with construction or improvements at **Brighton & Hastings – Street Repairs**. A detailed description of and price for our work is hereby attached as Exhibit A.

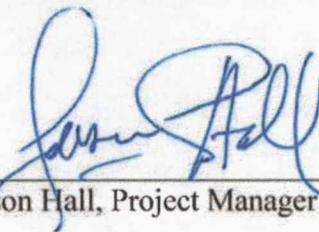
Unless a lump sum price is to be paid for the foregoing work and is clearly so stated, it is understood and agreed that the quantities referred to above are estimates only and that payment shall be made at the stated unit prices on the actual quantities of work performed by Decker as determined upon completion of the work. All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices.

If the foregoing and our standard "Terms and Conditions" (attached) meet with your acceptance, kindly sign and return the attached copy of our proposal. It is understood that this offer is preconditioned upon receipt by Decker's credit department of approval of your credit. It is understood that the foregoing and Decker's standard "Terms and Conditions" whether or not attached hereto, will constitute the full and complete agreement between us.

This proposal is subject to change at any time from the date hereof, unless at the sole option of the Company the time for acceptance is extended.

Very truly yours,
DECKER CONSTRUCTION COMPANY

By: _____


Jason Hall, Project Manager

The above Proposal along with Exhibit A and the Terms and Conditions is hereby ACCEPTED:

By: 
Name & Title

Liberty Township Del. Co.
Firm Name

June 17, 2019
Date

Decker Construction Company

Exhibit A - Detailed Description of Work and Price

Proposal for: **Brighton & Hastings – Street Repairs.**

June 11, 2019

Description	Amount
Brighton Sink Hole Repair	
Excavate 22 LF of existing concrete curb & gutter.	
Excavate 4'x22'x24" to expose sink hole.	
Replace up to 22 LF of 4" pipe underdrain as needed.	
Backfill hole with flash fill (fast setting cdf)	
Form and pour 22 LF of concrete curb & gutter.	
Pour 9" concrete base.	
Back fill behind new curb & gutter with top soil and seed.	

Brighton & Hastings Curb & Gutter Replacement

Remove and replace 16 LF of existing concrete curb & gutter.
Back fill behind new curb & gutter with top soil and seed.

Total Price \$6,655.00

Notes: Above price includes one mobilization.
Work to be completed weekdays, 7 AM to 5 PM.

DECKER CONSTRUCTION COMPANY

TERMS AND CONDITIONS

1. We shall not be obligated to perform the work called for under this contract until your credit has been checked and approved by our credit department. If credit conditions become unsatisfactory at any time prior to our completion of the work hereunder, you shall furnish Decker with adequate security upon our request. In addition, we shall not become obligated to provide work or material until we have been provided with any notice of commencement within 10 days of your receipt of the same.
2. We shall be provided with suitable access to the work area. If our work is dependent upon or must be undertaken in conjunction with the work of others, such work shall be so performed and completed as to permit us to perform our work hereunder in a normal uninterrupted single-shift operation.
3. Unless a time for the performance of our work is specified, we shall undertake it in the course of our normal operating schedule. We shall not be liable for any failure to undertake or complete the work for causes beyond our control, including but not limited to fire, flood or other casualty, labor disputes or other disagreements, and accidents or other mishaps, whether affecting this work or other operations in which we are involved, directly or indirectly.
4. Any deviation from the specifications or modification of the terms of this contract and any extra or incidental work, or reductions in work, shall be set forth in writing and signed by both parties prior to the making of such change. Any increase or decrease in the contract price or time for performance resulting from such changes shall be included in such writing.
5. If for any cause beyond the control of Decker the work is not complete by _____, we may cancel this agreement at any time thereafter on ten (10) days notice. In such event (i) we shall be relieved of any further obligation with respect to the balance of the work, and (ii) we shall be entitled to receive within fifteen (15) days thereafter final and complete payment for all work performed by Decker to the date of cancellation including reasonable overhead, profit and damages.
6. The performance of this work is based on the availability of materials necessary through Decker's normal commercial sources.
7. If Decker is delayed at any time in progress of the work by changes in the work, by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipated, unavoidable casualties or any cause beyond Decker's control, or by other causes which were determined to justify, delay, then the time for performance shall be extended by change order and the contract price(s) adjusted fairly and equitably by change order to account for such a delay.
8. Payment in full for all work performed hereunder shall be made not later than the tenth day following your receipt of Decker's payment request. Final and complete payment for all work performed hereunder shall be made not later than fifteen (15) days after receipt of Decker's payment request. Interest at the highest legal rate allowable under the law shall be charged and paid on all unpaid balances from the date due to the date Decker receives payment. It is expressly agreed that we are entitled to recover from you all costs, expenses and attorney fees incurred enforcing Decker's rights under this contract or under any change of extra orders issued in connection with the project giving rise to this contract of under law.
9. We will provide and pay for Workers' Compensation Insurance covering our employees, and Public Liability and Property Damage Insurance protecting ourselves. We will also assume responsibility for the collection and payment of Social Security and State Unemployment Taxes applicable to our employees.
10. You shall be responsible for purchasing and maintaining your liability insurance, and at your option, may purchase and maintain insurance for protection against claims which may arise from operations under the Contract.
11. Unless otherwise provided, you shall purchase and maintain property insurance upon the entire Work at the site to the full insurable value thereof. This insurance shall include the interest of you, Decker Subcontractors and Sub-subcontractors in the Work, and shall insure against the perils of fire and extended coverage and shall include "all risk" insurance for physical loss or damage including, without duplication of coverage, theft, vandalism and malicious mischief. If you do not intend to purchase such insurance for the full insurable value of the entire Work. You shall inform Decker in writing prior to commencement of the Work. Decker may then effect insurance which will protect the interests of the contractor, Decker Subcontractors and the Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to you. If the Decker is damaged by failure of you to purchase or maintain such insurance and to so notify Decker, then you shall bear all reasonable costs properly attributable thereto.
12. You shall file a copy of all policies with Decker before an exposure to loss may occur.
13. No setoff can be asserted against us pursuant to Section 1311.15 of the Ohio Revised Code unless we are provided with 10 working days advance notice of any direct payment to a subcontractor, materialman or laborer pursuant to that statute.
14. Decker shall not be responsible for, and to the fullest extent permitted by law you shall indemnify and hold harmless Decker, its agents and employees from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out or resulting from damage to utilities, structures, or other facilities or object buried beneath or within our work area, including but not limited to sidewalks, driveways or other improvements; damage to or deterioration of any of Decker's work, whether completed or in process, resulting from a failure or inadequacy of subgrade, or labor or materials not furnished or installed by Decker, whether or not such failure or inadequacy was or could have been known at the time this contract was executed.
15. We are an equal opportunity employer and are in compliance with all State and Federal rules and regulations regarding non-discrimination.
16. Any action for a breach of contract must be commenced within one year after the cause of action has accrued. Unless otherwise specified, this contract shall be controlled by the laws of Ohio.