

**FAIRFIELD TOWNSHIP**  
**RESOLUTION NO. 20-152**

**RESOLUTION TO APPROVE REPAIR OF STORM SEWER PIPING ON DUST  
COMMANDER DRIVE FROM T.S. GARNETT CONSTRUCTION, INC.,  
AT A TOTAL COST OF \$10,000.00.**

**WHEREAS:** Repair of storm sewer piping is needed at 3827 Dust Commander Drive; and

**WHEREAS:** Three quotes have been received and T. S. Garnett Construction, Inc. is recommended for the pipe repair, out of Fund No. ~~2906~~;

**NOW, THEREFORE, BE IT RESOLVED,** by the Board of Trustees of Fairfield Township, Butler County, Ohio, as follows;

**SECTION 1:** The Board hereby approves the repair of the storm sewer connection on Dust Commander Drive by T.S. Garnett Construction Inc., at a total cost of \$10,000.00, as set forth on attached Exhibit "A".

**SECTION 2:** The Board hereby dispenses with the requirement that this resolution be read on two separate days, pursuant to RC 504.10, and authorizes the adoption of this resolution upon its first reading.

**SECTION 3:** This resolution is the subject of the general authority granted to the Board of Trustees through the Ohio Revised Code and not the specific authority granted to the Board of Trustees through the status as a Limited Home Rule Township.

**SECTION 4:** That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in meetings open to the public, in compliance with all legal requirements including §121.22 of the Ohio Revised Code.

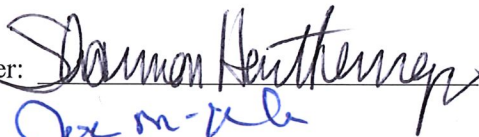
**SECTION 5:** This resolution shall take effect at the earliest period allowed by law.

**Adopted:** October 14, 2020

**Board of Trustees**

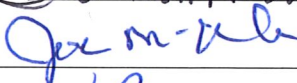
**Vote of Trustees**

Shannon Hartkemeyer:



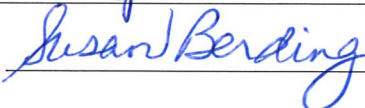
yes

Joe McAbee:



yes

Susan Berding:

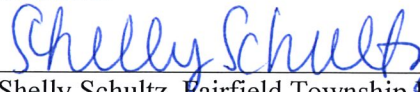


yes

**AUTHENTICATION**

This is to certify that this is a resolution which was duly passed, and filed with the Fairfield Township Fiscal Officer this 14th day of October, 2020.

**ATTEST:**



Shelly Schultz, Fairfield Township Fiscal Officer

**APPROVED AS TO FORM:**



Lawrence E. Barbieri, Township Law Director

T.S. Garnett Construction, Inc.

1721 Old Oxford Rd.  
Hamilton, OH 45013-1041

Estimate

DATE	ESTIMATE #
8/21/2020	2020-492

NAME / ADDRESS

TERMS	PROJECT
	Dust Commander

DESCRIPTION	QTY	U/M	COST	TOTAL
Repair existing storm sewer/manhole connection Machine/truck time and labor	1	LS	7,000.00	7,000.00
Material- pipe, concrete and misc connections Excludes cost associated from Duke for transformer support	1	LS	3,000.00	3,000.00
Provide				
Thank You for the opportunity			<b>TOTAL</b>	\$10,000.00

SIGNATURE \_\_\_\_\_

Phone # 513-868-3404

Fax # 513-868-2162

s\_garnett@zoomtown.com

# J.W. Brennan Excavating, LLC

P.O. Box 782  
Ross, OH 45061-0782

(513) 738-0360 • (513) 407-3303 cell • FAX# 894-0571 • (email) [JWBrennanExcavating@gmail.com](mailto:JWBrennanExcavating@gmail.com)

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August 31, 2020

## **Fairfield Township**

Attn: Jeff Bennett  
6032 Morris Road  
Fairfield Township, OH 45011  
(Ph) 887-4403

## **RE: Dust Commander- Storm Sewer Repair**

### **Description of Work:**

- Excavate and replace approx. 20' storm sewer
- Pour collar around new pipe coming out of existing MH and at connection to existing
- Backfill and bedding with 1" washed to 1' above pipe
- Fill sand compacted above that to 2' below finish grade
- Topsoil to finish grade
- Seed and straw included
- All spoils hauled offsite
- Mobilization

Total \$34,300.00

### *Not included:*

- *Permits & inspection fees*
- *Silt fence*
- *Engineering and surveying*
- *Geotech engineer*
- *Securing of existing utilities by others*
- *Any additional cost to secure utilities not included in price*

*JW Brennan Excavating is not responsible for any damage done during construction to existing driveway or parking lot due to truck and equipment traffic.*

### **Additional Charges:**

- **Additional charges will be assessed for any excessive rock that cannot be excavated with a 28,000 lb trackhoe. Rock excavation will be performed on a time and material basis.**
- **Additional charges will be assessed for any excessive dirt or undercutting due to bad soil and disposal of bad soil.**
- **Any damage to private utilities will be repaired on a time and material basis.**
- **Additional cost for any unforeseen buried tanks and underground structures**

### **Terms: Net 20 Days**

I agree to the above price, specifications & payment terms on work to be performed.  
*Failure to pay any invoice within 20 days of its due date will result in legal action.*

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**SMITHCORP, Inc.**  
130 Novner Dr.  
Cincinnati, Ohio 45215

**Proposal Transmittal:** Proposal to provide 1 mobilization labor, equipment to replace existing 16LF of 15" Concrete Storm.

**DATE:** September 3, 2020

**TO:** Mr. Jeff Bennett  
Fairfield Township

**PHONE:** 513.939.6567  
**FAX:** 513.887.4405

**FROM:** M. Jay Smith, President  
SMITHCORP, Inc.

**PHONE** 513.782.8882  
**FAX:** 513.782.8881

**RE:** REPLACE 16 LF OF FAILED 15" STORM

**PROJECT:** 3827 Dust Commander Rd., Fairfield Twp. Ohio

**SENT VIA:**

FAX ☐

MAIL ☐

MESSENGER ☐

**COPY:** none.

**Number of total pages:** 2

**A. Scope of Work:**

1. Furnish labor, equipment, and material for the replacement of 16 LF of the existing 15" concrete storm pipe with 15" PVC. All onsite owners will allow for SMITHCORP access to project and properties. Sand for lawn and hard surface backfilled areas are furnished by SMITHCORP. Measures by others may be taken prior to our arrival to limit any limb damage to trees. Excavation and equipment access could be within the drip line of tree's causing damage to the root system. Any measures to protect the root systems inside the drip line are by others. Lay down and unloading areas for equipment by others. SMITHCORP is not responsible for any landscape or tree lose. Excavation for this project is based on **clay** soil only. All export of excavated material is included. All spoils to go to owner supplied dump site.
2. This proposal excludes clearing if needed for our work and all restoration for ALL disturbed areas that are landscaped, flowers, shrubs, trees, ect... Any hard surfaces needing to replace and to install new services is included. ALL restoration of lawn areas will be seeded and strawed. Any hard surface damage by SMITHCORP crews will be repaired by SMITHCORP.
3. Owner to provide locating services for all existing utilities. SMITHCORP is responsible to locate those utilities marked and documented within 18" of the utility paint marks. No responsibility will be taken by SMITHCORP for any mismarked utilities.

**NOTE:**

1. If the crew encounters any of the below conditions in the "exclusions to scope", SMITHCORP will halt work and advise the General Contractor and/Owner of the conditions. If for this reason or any other unforeseen circumstances that causes a halt to production that is not fault of SMITHCORP, down time will be billed at the rate of \$550.00 per hour.

**B. Lump Sum Price for Proposed Scope of Work:**

1. Mobilization is **\$2,500.<sup>00</sup>** dollars
2. The total lump sum price for the performance of the proposed work is **\$25,560.<sup>00</sup>** dollars.

**C. Exclusions to Scope:**

1. Any required independent engineering, inspection, or testing services, and / or pre-construction and post-construction surveys are excluded from this proposal.



9. All settlement monitoring and ground stabilization that may be required. Any grouting of voids around the exterior of the CMP.
10. All temporary and permanent fencing requirements, maintenance of traffic, haul road construction and maintenance of those roads, including dust control.
11. SMITHCORP to provide a site safety plan. Others to provide a total job safety plan, full time safety director and additional measures if required for the total project.
12. All excavation: including machine pits and receiving pits per OSHA standards either tight sheeted, or trench box systems. Hand railed and fenced. Including fall protection, with ladder cages for work pits.
13. Required equipment pads for any required crane or excavator.
14. Water supply accessible to work site.
15. Soil dewatering. Maintenance of any flows, including trench waters in machine and receiving pits. Dewatering to 24" below the invert of casing for entire length of the crossing and the pit areas. SMITHCORP will provide low flow by-pass pumping to complete our work. Soil erosion measures and the maintenance of those measures.
16. Proposal made part of AIA DOC#A401-2017 valid for only 30 days from date.

**D. Compensation and Dispute Resolution:**

1. The project Owner/Contractor agrees to pay the Sub-Contractor (SMITHCORP) within 10 days of the date of Sub-Contractor's invoice. The project Owner/Contractor agrees to be invoiced by SMITHCORP monthly until the project is complete. No retainage to be held.
2. Both Parties, the project Owner/Contractor, and the Sub-Contractor (SMITHCORP), agree to the following three provisions:
  - a) Both Parties agree to arbitrate all disputes.
  - b) In the event of a successful collection action by SMITHCORP against the project Owner/Contractor, the project Owner/Contractor agrees to pay SMITHCORP interest on the owed principal at the prime rate plus 1.5 percent.
  - c) In the event of a successful collection action by SMITHCORP against the project Owner/Contractor, the project Owner/Contractor agrees to provide complete recovery for SMITHCORP's attorney fees. Venue of law Hamilton County Ohio.

**E. Signatures Indicating Agreement to this Proposal:**

<u>Owner/Contractor</u>	<u>Sub-Contractor</u>
Fairfield Township	SMITHCORP, Inc.
By: Jeff Bennett	By: Mr. M. Jay Smith
Title: Service Department Supervisor	Title: President
Signature: _____	Signature: _____
Date: _____	Date: _____

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