

RESOLUTION 25 – 06, 2025
COLUMBIA TOWNSHIP, HAMILTON COUNTY, OHIO

**ACCEPTING A PROPOSAL FROM STRAWSER CONSTRUCTION FOR
2025 TOWNSHIP ROAD CRACK-SEALING PROGRAM, AND
DISPENSING WITH THE SECOND READING**

WHEREAS, Columbia Township solicited proposals to perform crack-sealing on Township roads as part of the road maintenance program, and the Administrator and Road Superintendent recommend that the Board of Trustees accept the proposal from Strawser Construction Inc., 1392 Dublin Road, Columbus, 43215, for \$12,200.00; and,

WHEREAS, the Township's Road Superintendent identified the 2025 priority roads that require crack sealing as preventative pavement maintenance based on Columbia's 10-Year Street Improvement Plan (refer to attached Proposal p.7) and street inspections. Crack sealing extends the useful life of streets by filling cracks with an asphalt-based sealer to block water and ice from reaching and damaging the road sub-base; and,

WHEREAS, the Board, upon majority vote, hereby dispenses with the requirement that this resolution be read on two separate days, and hereby authorizes the adoption of this resolution upon its first reading.

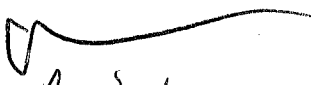
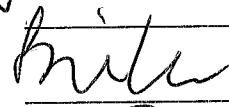
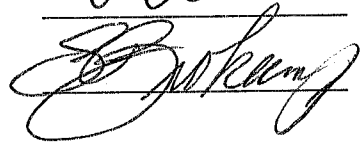

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Columbia Township, Hamilton County, Ohio, for the benefit and welfare of Columbia Township and its citizens, hereby accepts the proposal from Strawser Construction Inc.; and further authorizes the Administrator to enter into a contract with Strawser Construction in the amount of \$12,200.00.

Motion to accept Resolution made by: MR. KUBICKI

Seconded by: MR. BROCKAMP

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VOTE:

TRUSTEE	Voting	Signature	Date
David Kubicki, President	<u>yes</u>		02/11/2025
Brian Lamar, Vice President	<u>yes</u>		02/11/2025
Steve Brokamp, Trustee	<u>yes</u>		02/11/2025
ATTEST:		 Caroline Heekin, Fiscal Officer	02/11/2025

Refer to attached proposal.



A COLAS COMPANY

1392 DUBLIN ROAD - COLUMBUS, OH 43215 - PHONE (614) 276-5501 - FAX (614) 276-0570
www.strawserconstruction.com

PROPOSAL

12/11/2024

Dustin Frazier
Columbia Township
5686 Kenwood Road
Cincinnati, Ohio 45227
513-678-7070
dustin@columbiatwp.org

2025 Crack Seal Project

Dustin

Strawser Construction Inc. ("Strawser") is pleased to present the following proposal for your review.

We will furnish all labor, equipment, and materials to complete the following scope of work:

Type of Work 1	Quantity	Unit of Measure	Unit Price	Extension
Crack Seal	1.00	Lump Sum	\$12,200.00	\$12,200.00



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PROPOSAL **(continued)**

PROPOSAL SPECIFIC CONDITIONS:

- Pricing is based on utilizing 101 G (Ohio Buys) state pricing on Proposal on page 1. If Proposal has not been accepted and returned within 30 days, Strawser has the right to adjust pricing.
- By signing this Proposal, you are agreeing to Strawser's Standard Terms and Conditions for Projects, attached hereto.
- Proposed quantities are based on site conditions as of the date of this Proposal.
- This proposal is limited to the scope of work listed on page 1. Any alteration or deviation from this scope of work may result in additional costs and must be contracted for in writing and signed by an authorized representative of Strawser.
- Prices are based on 1 mobilization. Work to be completed in 2024.
- Unit Price Items will be billed per installed quantities.
- Prices include sales tax if project is not tax exempt.

Exclusions:

- Per ODOT specifications.
- Performance and payment bond. Bonding, if required, can be provided @ 1%.
- Water source, if required.

Notes:

- Pricing is based on assumption that existing pavement will support the weight of normal construction loads.
- Strawser is not responsible for damage to finished surface by others including humans, animals or vehicles tracking fresh material.
- Upon the awarding of the proposal, please supply Strawser with an Ohio Department of Taxation Construction Contract Exemption Certificate, if applicable.
- Pavement to be clean of all debris before our arrival.

Please call with any questions.

Thank you,

Paris Navarro
Strawser Construction Inc.
614-940-5649
pnavarro@strawserconst.com



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APPROVAL AND ACCEPTANCE

We hereby propose to furnish material and labor - complete in accordance with above specifications, for the sum of:

#REF!

Payment terms: Net 30 Days

This offer is subject to credit approval from our credit department This account is subjected to a finance charge computed at an annual percentage rate of 18% on the total past due balance.

Strawser Construction Inc. Authorized Signatures:

Timothy W. Amling, Senior Estimator

Date: _____

Douglas C. Perry, Senior Estimator

Date: _____

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted.
You are authorized to perform the work as specified. Funds are available and payment will be made as outlined above.

Please Print Name: _____

Title: _____

Email Address: _____

Date of Acceptance: _____

Authorized Signature: _____



A COLAS COMPANY

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Strawser Construction Inc.'s Standard Terms and Conditions

1. **Applicability.** The accompanying proposal/quotation/confirmation of work order/invoice and these terms (collectively, the "Proposal") comprise the entire agreement between the parties, and supersede all prior or contemporaneous communications, understandings, agreements, negotiations, representations, and warranties. The terms and conditions herein supersede and nullify, and Strawser hereby expressly rejects, any other terms or conditions found in any other agreements or documents, including but not limited to Customer's website, Customer's construction contracts, purchase order forms, and any contract between Customer and any third party. All sales for work and materials pursuant to this Proposal are subject to Strawser's approval of Customer's credit application and assignment to Customer of a credit limit.
2. **Pricing.** Unless otherwise stated in this Proposal or the quote provided herewith, prices quoted shall be good for a period of 30 days. Strawser reserves the right to adjust any prices for Proposals that are not complete within one hundred eighty (180) days from the date of the Proposal. Pricing includes overhead, profit, insurance, burdens, fringe benefits, consumables, small tools, standard PPE, labor, equipment, and material. **Prices in the Proposal are based upon estimated quantities and digital measurements ONLY and based upon plans and specifications provided by Customer. Payment shall be based upon actual field measurements and load tickets. Billing will be based upon measured quantities at the unit rates provided within.** In the event of any deviations from the plans and specifications provided by Customer, including depths, Strawser will need to re-price and will require the parties to execute an amended Proposal. If applicable, Strawser is to be included in negotiations with Owner on all modifications/change orders that will have an impact on Strawser's scope of work under this Proposal.
3. **Payment.** Payment terms are net 30 days from date of Strawser's invoice or sooner as may be required by applicable law. Late payments shall accrue a finance charge computed at an annual percentage rate of 18% or the highest rate allowable by law, whichever is less. Strawser shall be entitled to recover all costs and expenses, including reasonable attorneys' fees, arising out of Customer's failure to make all payments due under this Proposal in a timely manner. In the event payment is not received within 30 days, Strawser has the right to stop work under the Proposal until such time as payment is received.
4. **Taxes.** Customer is responsible for payment of all taxes and duties of any nature whatsoever, including any local, state and federal taxes. Customer agrees to indemnify and hold Strawser harmless from any and all costs and expenses associated with any levy or attempted levy of any such taxes on Strawser. Any taxes that are or may be levied by the United States Government or any State or political subdivision thereof, on the material quoted herein, or on the sale or purchase thereof, or on incidental transportation charges, when same are paid or required to be paid or collected by the Seller shall be added to the prices named, unless otherwise stated.
5. **Suspension; Termination.** In addition to any other remedies available to Strawser, Strawser may suspend or terminate this Proposal with immediate effect upon written notice to Customer, if Customer: (a) fails to pay any amount when due under this Proposal (or any other agreement Customer has with Strawser); (b) has not otherwise performed or complied with any of these terms (or complied with the terms of any other agreement Customer has with Strawser); (c) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors; or (d) exhibits other adverse credit conditions that are unsatisfactory to Strawser, as determined by Strawser in its sole discretion.
6. **Commencement of Work.** Customer shall provide Strawser a construction schedule and appropriate notice prior to the commencement of Strawser's work under this Proposal. The Proposal assumes unimpeded access and egress to the site to perform Strawser's Work.

7. **Warranty.** Strawser warrants that the goods herein will conform to the specifications provided to Strawser prior to manufacture, shipment or placement of the materials. All work will be completed in a workmanlike manner according to standard industry practices. Strawser's obligation to meet the applicable specifications supersedes any and all other warranties. Strawser does not warrant design surfaces with less than 1% drainage. **THE EXPRESS WARRANTY PROVIDED IN THIS SECTION 7 IS THE SOLE AND EXCLUSIVE WARRANTY PROVIDED BY STRAWSER TO BUYER.**

Strawser Construction Inc.'s Standard Terms and Conditions (continued)

7. **STRAWSER DISCLAIMS AND CUSTOMER WAIVES ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY IMPLIED WARRANTY FROM COURSE OF DEALING OR USAGE OF TRADE.** Customer shall verify that Strawser's proposed work and materials comply with the plans and specifications prior to installation. The express limited warranty set forth herein shall be void if Customer fails to pay Strawser in full for the work and materials provided by Strawser pursuant to this Proposal.
8. **Time.** Strawser shall make reasonable efforts to deliver materials and perform work by the specified delivery date. Strawser is not responsible for any delays in work or supply of materials due to labor disputes, pandemics, repairs to machinery, fire, flood, adverse weather conditions, inability to obtain transportation, fuel, electric power, or operating materials or machinery at reasonable cost; or by reason of any other cause beyond its control, including the inability to produce materials meeting any applicable specification or requirement. The period specified for delivery of goods or performance of work hereunder shall be extended by the period of delay occasioned by any such circumstance.
9. **Disclaimer for Work of Others.** Strawser assumes no responsibility for work performed by others outside of the scope of this contract, and denies all liability for items not included in the contract, nor is Strawser responsible for any design deficiencies unless such are provided by Strawser.
10. **Modification.** No amendment or modification of this Proposal shall be valid or enforceable unless in writing and signed by the party sought to be charged, and no prior or current course of dealing between the parties, or any usage of trade or custom of the industry shall modify or supplement the terms and conditions of this Proposal.
11. **No Waiver.** The failure of Strawser to exercise any right granted hereunder shall not impair or waive Strawser's privilege of exercising such right to any subsequent time or times.
12. **Damages.** Strawser's liability for any and all damages, including claims for damages by third parties, related to this Proposal shall be limited to replacement of work in place. IN NO EVENT SHALL STRAWSER BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WITH REGARD TO ANY CLAIM ARISING OUT OF OR RELATING TO THIS PROPOSAL.
13. **Indemnity.** To the fullest extent permitted by law, Customer shall defend, indemnify and hold Strawser, its officers, employees, agents, insurers, sureties, and affiliates, harmless from any and all losses, damages, costs, expenses (including attorneys' fees), claims, suits, liabilities, and fines arising out of or in any way related to: (i) Customer's breach of this Proposal or (ii) any act or omission by or on behalf of Customer, its employees, and agents.
14. **Insurance.** Owner to carry fire, tornado and other necessary insurance.
15. **Applicable Law.** This Proposal, and the rights, duties, obligations, and remedies of the parties shall be governed by or construed in accordance with the laws of the state where the project is located. Any disputes under this agreement shall be decided under arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect, unless the parties mutually agree otherwise. Each party to bear its own costs.
16. **Miscellaneous.** Safety Data Sheets (SDS) prepared in accordance with OSHA's Hazard Communication Standard are available to ensure chemical safety in the workplace. Please contact Strawser at the phone number or address set forth on the attached page to obtain copies. All employers with hazardous chemicals in their workplaces must have labels and safety data sheets for their exposed workers and train them to handle hazardous chemicals appropriately. Customer agrees to draw to the attention of any persons handling or using the materials or having access to the materials while in Customer's possession or to whom Customer sells or provides the materials or any part thereof any warning, information of suggestions which are contained or referred to in the Safety Data sheets or label information, or any other literature or packaging relating to the materials.

Sales and Use Tax

Construction Contract Exemption Certificate

Identification of Contract:

Contractee's (owner's) name Columbia Township
Exact location of job/project Various Roads
Name of job/project as it appears
on contract documentation 2025 Crack Seal Project

The undersigned hereby certifies that the tangible personal property purchased under this exemption certificate was purchased for incorporation into:

<input type="checkbox"/> A building used exclusively for charitable purposes by a nonprofit organization operated exclusively for charitable purposes as defined in Ohio Revised Code (R.C.) section 5739.02 (8)(12);	<input type="checkbox"/> Real Property that is owned, or will be accepted for ownership at the time of completion, by the United States government, its agencies, the state of Ohio or an Ohio political subdivision;
<input checked="" type="checkbox"/> Real property under a construction contract with the United States government, its agencies, the State of Ohio or an Ohio political subdivision;	<input type="checkbox"/> A computer data center entitled to exemption under R.C. 122.175;
<input type="checkbox"/> A horticulture structure of livestock structure for person engaged in business of horticulture or producing livestock;	<input type="checkbox"/> A building under a construction contract with an organization exempt from taxation under section 501(C)(3) of the Internal Revenue Code of 1986 when the building is to be used exclusively for the organization's exempt purposes;
<input type="checkbox"/> A house of public worship or religious education;	<input type="checkbox"/> A hospital facility entitled to exemption under R.C. section 140.08;
<input type="checkbox"/> The original construction of a sports facility under R.C. section 307.696;	<input type="checkbox"/> Building and construction materials and services sold for incorporation into real property comprising a convention center that qualifies for property tax exemption under R.C. 5709.084 (until one calendar year after the construction is completed).
<input type="checkbox"/> Real property outside this state if such materials and services, when sold to a construction contractor in the state in which the real property is located for incorporation into real property in that state, would be exempt from a tax on sales levied by that state;	

The original of this certificate must be signed by the owner/contractee and/or government official and must be retained by the prime contractor. Copies must be maintained by the owner/contractee and all subcontractors. When copies are issued to suppliers when purchasing materials, each copy must be signed by the contractor or subcontractor making the purchase.

Prime Contractor

Name Strawser Construction Inc.
Signed by _____
Title _____
Street address 1392 Dublin Road
City, state, ZIP Columbus, OH 43215
Date _____

Subcontractor

Name _____
Signed by _____
Title _____
Street address _____
City, state, ZIP _____
Date _____

Owner/Contractee

Name _____
Signed by _____
Title _____
Street address _____
City, state, ZIP _____
Date _____

Political Subdivision

Name _____
Signed by _____
Title _____
Street address _____
City, state, ZIP _____
Date _____

[illegible]