

Town of Windsor

Memorandum

July 12, 2016

TO: The Honorable Mayor and Town Council
FROM: Michael Stallings, Town Manager *ms*
SUBJECT: New Public Works Building Fence

As you know, we are in the process of building a new Public Works Building. The site plan is currently under review by Isle of Wight County. As we move forward we will need to remove and relocate some of the existing fence and install some additional fence around the property.

I have obtained two proposals to do this work. Both companies were asked to evaluate the possibility of reusing as much of the old fence as possible. As you can see, Hercules Fence's proposal anticipates using new fence for the entire project whereas Chesapeake Fence's proposal anticipates reusing some of the existing fence. After adding the cost of removal of the old fence to Hercules' proposal, Hercules comes in as the low bidder at a total cost of \$16,900 even with using all new fence.

We would like to have the new fence installed prior to construction to provide a secure area for storage of materials during the construction phase. I have attached a resolution that appropriates \$17,000 from the General Fund Fund Balance in to the 2016-17 General Fund Operating Budget for this project.

Recommended Motion

Move that Council adopt the resolution entitled:

A Resolution Appropriating The Sum Of
\$17,000 From The Unappropriated Fund Balance
Of The General Fund To The 2016-17 General
Fund Fund Operating Budget

Resolution

A Resolution Appropriating The Sum Of \$17,000 From The Unappropriated Fund Balance Of The General Fund To The 2016-17 General Fund Fund Operating Budget

WHEREAS, the Town Council wishes to construct a new Public Works building located on East Griffin Street, and;

WHEREAS, the existing fencing will need to be relocated and additional fencing installed to provide for a secure location for the storage of Town equipment and materials, and;

WHEREAS, the low bid to complete this work is \$16,900, and;

WHEREAS, the Town Council of the Town of Windsor wishes to appropriate a portion of the General Fund Fund Balance to fund this work.

NOW, THEREFORE BE IT RESOLVED by the Council of the Town of Windsor, Virginia as follows:

Section 1. That the sum of \$17,000 from the Unappropriated Fund Balance of the General Fund, be, and the same hereby is, appropriated to the Town's 2016-17 General Fund Operating Budget's Capital Projects – Construction of Public Works Facility line item:

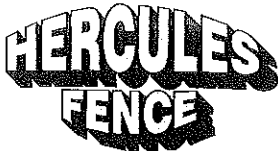
Section 2. The Town Manager is hereby authorized and directed to do all things necessary to complete this work.

Section 3. This resolution shall be in effect on and after its adoption.

Adopted: July 12, 2016

TESTE:

Town Clerk



"Security in Every Job"
Since 1955

1807 George Washington Memorial Highway, Yorktown, VA 23693

From the desk of:
Dave Ridlon
757-316-3600 x403
Fax: 757-316-3604
Mobile: 757-435-5781
dridlon@herculesfence.com

BID PROPOSAL

DATE: 05/20/16

PROPOSAL TO: Michael Stallings Town Manager 242-4288 mstallings@windsor-va.gov	PROJECT: TOWN OF WINDSOR MAINTENANCE BUILDING 9 E. GRIFFIN STREET WINDSOR, VA
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PROPOSED SCOPE OF WORK:

The following represents the cost to furnish materials, equipment and labor necessary to install the indicated items for the above referenced project.

CHAIN LINK FENCING

DESCRIPTION	QTY	UNIT	TOTAL
6' HIGH, COMMERCIAL GRADE, GALVANIZED CHAIN LINK FENCING, TO MATCH EXISTING, REF SHEET C3.0. NEW FENCING TO BE INSTALLED TO FOLLOW GRADE WITH ALL POSTS SET IN CONCRETE, APPROXIMATELY 25LF IN ALONG FRONT PROPERTY LINE AND 10' IN ALONG SIDE AND REAR PROPERTY LINES.	1060LF	\$ 15.00	\$ 15,900.00
		TOTAL	\$ 15,900.00
		+	1,000.00
			<u>16,900</u>

Add 1,000 for removal of old fence

STANDARD EXCLUSIONS:

Quoted amounts exclude, unless otherwise stated:

Removal/demo of any existing fencing. Private underground construction, including wiring, conduits, plumbing, irrigation lines or other utilities not marked by Miss Utilities. All electrical work including fence grounding, clearing, grading, seeding, patching, and painting/staining, concrete mowing strips and other concrete work other than post footers, any required core drilling/concrete cutting excluded, unless specifically stated. Any approvals, permits, bonds, survey layout are excluded, unless specifically stated.

It is assumed that all posts to be installed through a dirt surface. Any required core drilling/concrete cutting excluded, unless specifically stated. Hercules will not assume any responsibility for sub-soil materials, as to quality, compaction or water content.

Fencing will be installed to follow existing grade at time of scheduled installation. Hercules will make no modifications to existing grade.

Excavated post hole dirt will be spread/racked around post location. No dirt will be removed from project site.

Quoted amount(s) are based on having a clear fence line for installation.

Quoted amounts are based on work being done during normal business hours.

TERMS: Due upon completion, unless otherwise stated.

Purchaser agrees to written specifications and terms of this proposal. Deviations or changes to or terms must be written and may involve additional charges. Purchaser is responsible for any necessary permits and approvals. Hercules will assist with fence location, but assumes no liability and purchaser is ultimately responsible. Purchaser assumes liability and indemnifies Hercules for damage to unmarked underground utilities, wires, pipes and other construction and for damage where fence coincides with marked utility lines that cannot be avoided. Additional labor required, as a result of hidden obstacles discovered during fence installation, which could not be seen or predetermined prior to installation, may require additional charges. In the event purchaser defaults on payment terms, the full amount shall be due immediately. Past due payments will be subject to a delinquency charge of 2% per month. Purchaser agrees to pay all costs associated with collection of outstanding/defaulted amounts, including attorney's fees of 33% of amount referred. Manufacturer's warranty on materials. Suppliers of wood products do not warranty wood materials against shrinkage, warping, cracking discoloration or fading. Vinyl and metal fencing products carry manufacturer's extended warranties. One year on installation and workmanship, under normal conditions.

Proposal good for 30 days.

Hercules
Estimator:

Purchaser's
Signature: _____

Title: _____

Date: _____

Chesapeake Fence And Awning Co., Inc.

1944 S. Military Hwy.

Chesapeake, Va. 23320

Phone: 757-545-8486 Fax: 757-543-1153

Commercial Division

TO: Town of Windsor
9 East Griffin St.
Windsor, VA 23487

Date: 6-22-16
Attn. Michael Stallings
Phone: 757-242-4288
Fax:
Project: Fence Exstension

Furnish and Install 975' linear feet of 6' tall commercial grade chain link fence that will tie into the existing 110' linear feet. We will re-use 510' linear feet of chain link fence and top rail. The remaining 496' linear feet will be brand new material. Fence will have three strands of barbwire running along the top of the fence, and coilwire running along the bottom of the fence. All material will be galvanized steel. All post will be set in concrete.

Exclusions: Core drilling and or saw cutting concrete or asphalt. Painting or staining. Electrical work. Any required demolition work.

Total Cost: \$ 17,550.00

APPROVED BY:

* Any delay cause by events beyond control of the contractor shall not constitute abandonment and shall not be included in calculating time frame for payment of performance. Contract price is valid for 30 days.

Permits/Inspections/Zoning: The contractor shall comply with all local requirements for building permits, inspections, and zoning.

Modifications: Any modification to this contract which changes the cost, materials, work to be performed or the estimated completion date must be made in writing and signed by all parties.

Contract Conditions: More or less other than the amount contracted for will be forfeited or credited at the current rate.

The above proposal when accepted by the credit department of Chesapeake Fence & Awning Co., Inc. becomes a binding contract between the parties and is not subject to cancellation. In the event of breach of this agreement by the Owner before materials are ordered, it is manually agreed between the parties hereto that liquidated damages shall be in the sum of Two Hundred Dollars (\$200.00) paid to Chesapeake Fence & Awning Co., Inc. immediatley upon breach thereof. This contract constitutes the entire understanding of the parties and no other understanding, collateral, or otherwise shall be binding unless in writing by both parties. In case payment is not made as specified, the Contractor reserves the right to repossess all material used on this job without recourse. PROPERTY OWNER is solely responsible for locating pins, staking and clearing fence lines. Owner agrees that Chesapeake Fence & Awning Co. Inc. will not be held responsible for damages of any nature to underground obstructions or Acts of God. Chesapeake Fence & Awning Co., Inc. will contact Miss Utility to mark underground public utilities. The PROPERTY OWNER is responsible for marking all underground private utilities. Underground private utilities may include; but are not limited to sewer lines, water lines, pool lines, septic systems, sprinkler systems, drainage systems, electrical lines or any underground obstruction installed by the current or any previous property owner.

Warranty: One year on labor and materials.