# August 5, 2014

To: Mayor Bemrich and City Council

From: John Horrell, Water Plant Superintendent

Subject: Wells 17 & 16 genset fences, well 16 switch and

wellhouse fence

**ACTION:** For approval August 11, 2014

## **Brief History**

Fencing to protect the new gensets for wells 16 and 17 was part of the project to comply with backup power for the raw water supply to meet average daily demand (10 MGD) as per DNR.

# Analysis of Issue

There already has been an instance of the utility power being disconnected at well 16 and the gensets for these two wells need to be protected from tampering and fuel theft. Midwest Fence which has installed the fencing around wells 18, 20 and 21 was solicited for three proposals. They are included.

The cost for the three proposals is \$13,834.09.

## **Budget Impact**

There are monies for small construction projects in the budget. This is to be paid from the Water Utility Fund (\$13,834.09).

## Strategic Plan Impact

Follows Policy D.4.2 in that planning includes maintenance and repair of infrastructure, in particular raw water components.

# Comprehensive Plan Impact

Not applicable.

## **Subcommittee or Commission Review / Recommendation**

Has not been discussed by a subcommittee.

## **Staff Conclusions / Recommendations**

Council approve proposals and award to Midwest Fence.

## <u>Alternatives</u>

Leave these areas open to access by anyone.



# Implementation and Accountability Staff at the Water Plant will oversee the install.

Signed	Approved		
John P. Horrell	David R. Fierke		
Water Plant Superintendent	City Manager		

Midwest Fence & Gate Company Fort Dodge, Iowa 50501 www.midwestfenceandgate.com

3465 Maple Drive (515)-576-5078 or 800-267-1174 leif@midwestfenceandgate.com

# PROPOSAL/CONTRACT

Page 1 07/18/2014

#### Customer Information:

Ft Dodge Water Dept Well 16 Fort Dodge, Iowa 50501

#### Project Information:

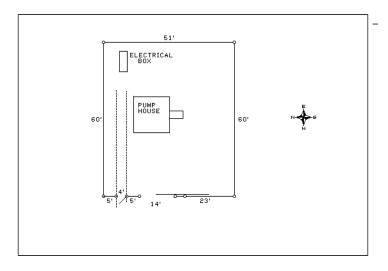
Well 16

#### Notes:

- Installation of 222' 72" high 9 GA. GALV. KT CHAIN LINK FABRIC W/3 Strand Barb Fencing as per sketch
  - (1) 14' X 72" w/barb cantilever gate
  - (1) 4' gate

Material Specifications:

- 9 Gauge Galvanized Chain Link
- 1 5/8" SS-40 Top rail and Bracing
- 2 7/8" SS-40 Terminal Post
- 1 7/8" SS-40 Line Post



Midwest Fence & Gate Company agrees to guarantee above fence to be free from defects in materials and workmanship for one year.

Midwest Fence & Gate Company shall advise the customer as to local zoning regulations but responsibility for complying with said regulations and obtaining any required permits shall rest with the customer. Midwest Fence & Gate Company will assist the customer, upon request, in determining where the fence is to be erected, but under no circumstance does Midwest Fence & Gate Company assume any responsibility concerning property lines or in any way guarantee their accuracy. If property pins cannot be located it is recommended that the customer have the property surveyed.

Midwest Fence & Gate Company will assume the responsibility for having underground public utilities located and marked. However, Midwest Fence & Gate Company assumes no responsibility for unmarked sprinkler lines, or any other unmarked buried lines or objects. The customer will assume all liability for any damage caused by directing Midwest Fence & Gate Company to dig in the immediate vicinity of known utilities.

known utilities

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The final billing will be based on the actual footage of fencing built and the work performed. Partial billing for materials delivered to the job site and work completed may be sent at weekly intervals. Adjustments for material used on this job and adjustments for labor will be charged or credited at the currently established rates. Additional charges for any extra work not covered in this contract that was requested by the customer will also be added. The full amount of this contract along with any additional charges will become payable upon completion of all work whether or not it has been invoiced.

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A finance charge of 1 1/2% per month (or a minimum of \$1.00), which is an annual percentage rate of 18%, shall be applied to accounts that are not paid within 10 days after completion of any work invoiced. All materials will remain the property of Midwest Fence & Gate Company until all invoices pertaining to this job are paid in full. Right of access and removal is granted to Midwest Fence & Gate Company in the event of non-payment under the terms of this contract. Customer shall pay, on demand, all costs and expenses incurred by

Contract Amount:	\$ 8261.80
Down Payment:	\$
Balance Due:	\$ 8261.80

Midwest Fence & Gate Company in enforcing or protecting its rights and remedies hereunder, including, but not limited to, reasonable attorney fees and legal expenses.

The parties have signed this contract for the installation of a fence. Due to recent price increases and expected future price increases for steel, and due to the possibility that steel posts, fencing and other related materials may not be available, the parties agree as follows:

The customer agree to pay the total contract of the contract

The customer agree to pay the total cost of obtaining fence material for this project. The material shall be stored either in material for this project. The material shall be stored either in Midwest Fence & Gate Company's yard or at a secure site that the customer may have. If stored at the customer's site then the customer takes responsibility for any stolen or lost material. Midwest Fence & Gate Company will invoice the customer for the amount of the material when it is all in storaged. The cost of the material shall be paid within 10 days of invoice date. If the customer does not pay the amount within 10 days of invoicing, Midwest Fence & Gate Company may use the fence material on a different project and the customer agrees to pay the cost of reordering new fence materials which may be at a higher price and will be subject to availablity.

PRICE IS GOOD FOR 5 DAYS FROM DATE OF QUOTE.
HAND DIGGING FEES: In the unfortunate event that we need to hand dig holes due to utilities or other issues, an additional charge will

Sales Contact Information: Leif Glesne email: leif@midwestfenceandgate.com
Dan Crimmins email: dan@midwestfenceandgate.com
Michael Casbon email: mike@midwestfenceandgate.com

## Approved & Accepted for Customer:

Customer				Date		
Accepted	for	Midwest	Fence	&	Gate	Company:
	S	alesperson				Date

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# PROPOSAL/CONTRACT

Page 1 7/18/2014

#### Customer Information:

Ft Dodge Water Dept Well # 17 Gen Set Fort Dodge, Iowa 50501

### Project Information:

Well #17 Gen Set

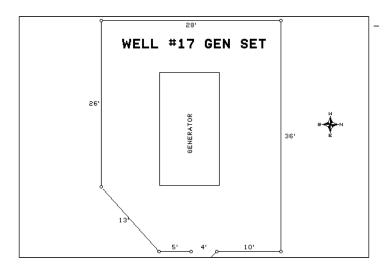
#### Notes:

Installation of 119' - 72" high 9 GA. GALV. KT CHAIN LINK FABRIC W/3 Strand Barb Fencing as per sketch

(1) 4' gate

Material Specifications:

- 9 Gauge Galvanized Chain Link
- 1 5/8" SS-40 Top rail and Bracing
- 2 7/8" SS-40 Terminal Post
- 1 7/8" SS-40 Line Post



Midwest Fence & Gate Company agrees to guarantee above fence to be free from defects in materials and workmanship for one year.

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The final billing will be based on the actual footage of fencing built and the work performed. Partial billing for materials delivered to the job site and work completed may be sent at weekly intervals. Adjustments for material used on this job and adjustments for labor will be charged or credited at the currently established rates. Additional charges for any extra work not covered in this contract that was requested by the customer will also be added. The full amount of this contract along with any additional charges will become payable upon completion of all work whether or not it has been invoiced.

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Contract Amount:	\$ 2716.08
Down Payment:	\$
Balance Due:	\$ 2716.08

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Page 1 07/18/2014

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## Project Information:

Well # 16 Gen Set

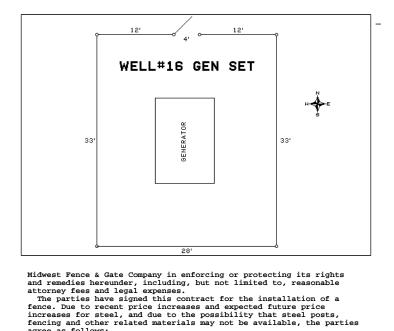
#### Notes:

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(1) 4' gate

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Dan Crimmins email: dan@midwestfenceandgate.com
Michael Casbon email: mike@midwestfenceandgate.com

Approved & Accepted for Customer:

Sales Contact Information:

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Contract Amount:	\$ 2856.21	Customer	Date
Down Payment:	\$	Accepted for Midwest Fence & Gate	Company:
Balance Due:	\$ 2856.21		
		Salesperson	Date