

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
SEPTEMBER 4, 2018 AGENDA**

Subject:	Type:	Submitted By:
BID AWARD – GUN RANGE FENCE REPLACEMENT	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JEFF CALENTINE DEPUTY DIRECTOR OF PUBLIC WORKS

SYNOPSIS

A resolution has been prepared to award a contract to American Fence Company of Omaha, Nebraska for furnishing labor and materials for the replacement of the fence at the Police Department gun range, in an amount not to exceed \$13,408.26.

FISCAL IMPACT

The FY 17/18 Biennial Budget provides funding for the proposed project.

RECOMMENDATION

Approval

BACKGROUND

In 2016 the Natural Resources District did some upgrades to the Thompson Creek levee along the south side of the La Vista Sports Complex. This work required the removal of the Police Department's gun range. This year the Public Work's Department did some bunker storage upgrades and added an earthen berm on the backside of the bunkers where a new gun range could be located. This work is finishing up and this project would add protective fencing for the new gun range.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AWARDING A CONTRACT TO AMERICAN FENCE COMPANY, OMAHA NEBRASKA FOR FURNISHING LABOR AND MATERIAL FOR THE REPLACEMENT OF THE FENCE AT THE POLICE DEPARTMENT GUN RANGE IN AN AMOUNT NOT TO EXCEED \$13,408.26.

WHEREAS, the City Council of the City of La Vista has determined that the replacement of the fence at the Police Department gun range is necessary; and

WHEREAS, the FY17/18 Biennial Budget provides funding for the replacement; and

WHEREAS, bids were solicited and two bids were received; and

WHEREAS Subsection (C) (9) of Section 31.23 of the La Vista Municipal Code requires that the City Administrator secures Council approval prior to authorizing any purchase over \$5,000.00;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska award the contract to American Fence Company, Omaha, Nebraska for furnishing labor and material for the replacement of the fence at the Police Department gun range in an amount not to exceed \$13,408.26.

PASSED AND APPROVED THIS 4TH DAY OF SEPTEMBER, 2018.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk



AMERICAN FENCE COMPANY

7722 F Street
Omaha, NE 68127
(402)896-6722
Fax(402)896-0692

1922 Delaware
Des Moines, IA 50317
(515)265-6100
Fax(515)265-6108

3301 N. 35TH Street
Lincoln, NE 68504
Phone: (402)467-2511
Fax: (402)467-2512

2205 E. Hwy. 30
Grand Island, NE 68802
(308)395-0793
Fax(308)395-3901

27083 Morton Court
Sioux Falls, SD 57108
(605)368-9929
Fax(605)371-1771

Date:	7/19/2018	Phone:	402-669-1372	Fax:	
Customer Name:	City of La Vista - Jeff Thornburg				
Billing Address:	9900 Portal Road LA Vista, NE 68128				
Location of Job:	7355 S 66th St				
City:	La Vista	State:	NE	Zip:	68128
Cell Phone:		E-Mail:	jthornburg@cityoflavista.org		
Specification:	Revised - Install 6' high Chain Link Fence, 1 Single Gates and 2 Double Drive Gates				

Specification for Fencing

Overall Length	Overall Height
590'	6'
Wire Gauge	Dia. Corner/End Post
9 ga	3"
Dia. Line Post	Dia. Top Rail
2-1/2"	1-5/8"
Walk Gates	Drive gates
(1) 3' wide and (1) 6' wide	(1) 14' DD Gate

Furnish and Install Materials

- 567' 6' high Chain Link Fence and Top Rail with Line, End and Gate Posts Set in Concrete Footings
Include 3-Strand Barb Wire Top
1 ea 6' high x 3' wide Single Swing Gate
1 ea 6' high x 8' wide Double Drive Gate
1 ea 6' high x 14' wide Double Drive Gate

We Exclude Demolition of All Existing Fence, Posts and Gates

Project Specific Notes

- No permit, survey, staking or field verification included.
No core drilling, rock drilling, sleeve(s) or blockage required or included.
No brace and truss, tension wire, barb wire, middle rail, bottom rail or additional repairs included.
No additional repairs included.
No paint or painting, stain or staining included by AFC.
Spoils from drilling will be loosely spread at each drilling site - no other fill or grading included.
No shop drawings, engineered drawings, delegated design or engineering included.
All staking and private utility locates must be complete prior to AFC commencing Work.

Note: Your project was estimated based on what we see. Objects below ground that interfere with your post installation will not be the responsibility of AFC such as your foundation, buried paving or pavers, roots, old fence footings, etc. Any adjustments additional materials, trips and labor will be at an additional expense.

Please contact Eric Cross at 531-329-4409 or e.cross@americafence.com with any questions.

NOTE: NOT RESPONSIBLE FOR SPRINKLERS SYSTEMS. ESTIMATE GOOD FOR 15 DAYS.

Customer assumes full responsibility for the location of property pins, staking of the fence, and any inaccurately placed pins and/or stakes. Customer understands that AFC has staked the fence based on the proposal and/or in consideration of existing utilities that may not reflect the actual location of customers property. Customer agrees to defend, hold harmless and indemnify American Fence Co. from and against all claims, liabilities and expenses for trespass and other damage or loss arising out of the location of said fence. Customer hereby assumes full responsibility for the damage to any marked and unmarked underground utility, telephone, T.V., cable or sprinkler system pipes. If the customer requests, agrees or allows American Fence Company to locate the fence within 18 inches of any buried utilities; the customer agrees to defend, hold harmless and indemnify American Fence Company from and against all claims, liabilities and expenses as a result of damage to these utilities and related property. If the contract price is not paid when due, the customer agrees to allow American Fence Co. to trespass on to their property and remove the fence at the company's discretion. Furthermore, the customer agrees to indemnify and hold harmless the Company for any damage done to the property as a result of removal of the fence. All modifications shall be in writing and shall be affixed to the original bid. This agreement and any subsequent modification/s shall be contingent upon strikes, accidents, shortages or delays beyond the control of American Fence Co. Any time stated for installation is purely estimated. The customer agrees and accepts that AFC will not extend discounts or credits for any delays or be held responsible for interest charges on any payments made by customer. Any changes to the fence due to varying ground conditions are not the responsibility of American Fence Co. Customer to carry fire, tornado and other necessary insurance. This proposal cannot be withdrawn by customer after acceptance of proposal. American Fence Co. has the right to reject any bid. All legal and related fees accrued in an effort to collect on this account for whatever reason will be the responsibility of the customer. By signing this proposal, the customer has completely reviewed and agreed with the prices, specifications and conditions as stated herein. Furthermore, the customer is authorizing American Fence Co. to complete the work. The customer is financially responsible for cancellation fees and costs of special order materials in the event the customer elects to cancel the contract. TERMS: 60% Down. Balance due on date of completion. A service and handling charge of 5% per month-60% per annum will apply to delinquent accounts past 10 days.

Due to unprecedented steel price increases, contractor to pay for stored materials or provide for subsequent future price increases after award of contract. AFC will provide storage.

Accounts not paid within thirty days will be charged eighteen percent (18%) per annum.

We agree to provide the work in accordance with the information stated here in the amount of:

Authorized Signature:

Eric Cross

Customer/Contractor Signature:

\$13,408.26 tax excluded.

Date: 7/19/2018

Date:



ELKHORN FENCE CO.

P.O. Box 186

Elkhorn, NE 68022

Office 402-289-4945 / Fax 402-289-5566

To:
City of LaVista
Parks Dept.

Attn: Jeff Thornburg

Date: 4/24/18

Project Name:
West Site Fence

Elkhorn Fence proposes to supply all materials and labor to install 204 LF of 6' tall galvanized chain link fence and gate for:

\$3,979.00 + \$106.00 tax if applicable

Clarifications:

- 3" OD SS 40 terminal posts set in 12"x42" concrete footings.
- 2-3/8" OD SS 40 line posts set in 9"x 42" concrete footings.
- 1-5/8" OD SS40 top rail.
- 7ga. bottom tension wire.
- (1) 4' wide walk gates with 1-5/8" OD welded frame.
- Includes demolition and disposal of 115 LF of existing 6' fence. Concrete rubble to be piled at location as directed by the customer.

Conditions:

Fence to conform to drawings and written specifications and installed in a professional manner.

All terminal and corner points to be clearly marked prior to our crew's arrival unless otherwise indicated herein. Fence line location shall be the sole responsibility of the Owner/General Contractor.

Price includes Mobilizations to site.

Price assumes the entire fence line to be accessible by large skid-steer loader and the ability to dig post holes with hydraulic auger.

Project to be finish graded and ready for all fence installation upon notice to proceed and mobilization to the site.

This proposal to be attached to the Contract/Sub-contract as an Exhibit/Amendment to any Contract upon acceptance.

Price good for **30** days.

Submitted by:

Rob Brooks

Rob Brooks

402-677-8677 cell

Accepted By: _____

ELKHORN FENCE CO.

P.O. Box 186

Elkhorn, NE 68022

Office 402-289-4945 / Fax 402-289-5566

To:
City of LaVista
Parks Dept.

Attn: Jeff Thornburg

Date: 8/16/18

Project Name:
East Site Fence

Elkhorn Fence proposes to supply all materials and labor to install 567 LF of 6' tall galvanized chain link fence and gates for:

Clarifications:

\$9,696.00 + \$335.00 tax if applicable

- 4" OD SS 40 gate posts set in 12"x42" concrete footings (for 20' gate).
- 3" OD SS 40 terminal posts set in 12"x42" concrete footings.
- 2-3/8" OD SS 40 line posts set in 9"x 42" concrete footings.
- 1-5/8" OD SS40 top rail and trussed braces.
- 7ga. bottom tension wire.
- (1) 20' wide double drive gate with 1-5/8" OD welded frames.
- For 3 strand barbwire on top of fence **Add \$942.00.**

Conditions:

Fence to conform to drawings and written specifications and installed in a professional manner.

All terminal and corner points to be clearly marked prior to our crew's arrival unless otherwise indicated herein. Fence line location shall be the sole responsibility of the Owner/General Contractor.

Price includes Mobilizations to site.

Price assumes the entire fence line to be accessible by large skid-steer loader and the ability to dig post holes with hydraulic auger.

Project to be finish graded and ready for all fence installation upon notice to proceed and mobilization to the site.

This proposal to be attached to the Contract/Sub-contract as an Exhibit/Amendment to any Contract upon acceptance.

Price good for **30** days.

Submitted by:



Rob Brooks

402-677-8677 cell

Accepted By: _____