



Mayor
Andy Cook

City Council
John Dippel
Steve Hoover
Robert L. Horkay
Ken Kingshill
Robert J. Smith
Tom Smith
Rob Stokes

Clerk Treasurer
Cindy J. Gossard

To: Westfield Board of Work

From: Melody Jones

CC: Andy Cook, Bruce Hauk

Date: February 25, 2011

RE: Fence and Gates at Simon Moon Park

Dear Board Members:

Westfield Parks and Recreation Department requests approval for Glidden Fence Company to install 314' of black vinyl chain link fence and 1 walk gate at Simon Moon Park as well as removing and relocation 1 cantilever gate and operations. We received two quotes.

Glidden Fence Company	\$9,195.00
K&K Fencing	\$9,545.00
Cost Savings	\$ 350.00

The funding for this fence and installation is provided through Park Impact Fees.

We request the Board for Works approve the Glidden Fence quote for \$9,195.00 to install fence and gates at Simon Moon Park.

Parks and Recreation

(317) 804-3184 admin office
(317) 804-3190 fax

2728 East 171st Street
Westfield, IN 46074

westfield.in.gov

Glidden Fence Co., Inc.

P.O. Box 481
Westfield, IN 46074

Ph #'s: 844-5657 or 867-5140
Fax: 896-3941

Stringline by:	No. 74008
Set by:	Finished by:
IN Underground Ref #	Will Mark By:
	@

Job Notes:

ESTIMATOR'S NAME	DATE OF EST.
APPT. Jeff	
TIME	DAY
CLIENT Westfield Parks Dept	
ADDRESS 2706 E 171st St	
CITY/STATE	ZIP
Westfield	46074
HOME	Direct
WORK	CONTACT NAME / EXT.
804-3185	Chris McConnell
MOBILE	PAGER
372-1192	
FAX	VOICE MAIL
867-0202	
LOC. IF DIF. Westfield Utilities office	
CITY	ST. / ZIP
DO NOT ADD TAX ONTO TOTAL	
EST. TOTAL	\$9,195.00
	CK # / DATE REC.
DEPOSIT	
	REASON FOR ADJ.
CHANGES +/-	
BALANCE	

* All posts are set in concrete - therefor your new fence will NOT be set and finished in one day!



remove and relocate 1 green cantilever gate and operator,
and install 314' of 2X9X72"3TR black vinyl chain link
on 2" line posts, 5- 3" terminal posts, 1 - 4' walk gate

This Quotation may be accepted only by noting your acceptance upon a copy hereof and returning the same to us on or before the **27 day of February** 2011. Unless accepted on or before said date, this Quotation shall be deemed to have been cancelled and rescinded. Seller reserves the right to revoke this Quotation at any time before acceptance.

PROVISIONS OF THE CONTRACT

- Any offer to contract pursuant to the accompanying Quotation shall not result in a binding contract until it is accepted and acknowledged by the Buyer, and approved by the Seller's credit department.
- Payment Terms: 25% down, balance due upon completion unless otherwise noted.
- Seller will complete the job within ninety (90) days from the date of contract, unless prevented from doing so by delays beyond Seller's control. If Seller is unable to complete the job within ninety (90) days or contract because of delays caused by Buyer or Buyer's agents, contractors, or employees, the contract price shall be null and void and subject to renegotiation between the parties.
- BUYER SHALL BE HELD RESPONSIBLE FOR UNDERGROUND OBSTRUCTIONS AND THE SURVEYING OF PROPERTY LINES.** Buyer shall clear all lines for construction of the fence and shall properly mark with stakes. Seller shall not be responsible for any encroachments over Buyer's property lines and specifically relies upon Buyer's instructions with regard to the location of said property.
- Seller warrants that the fence erected is made in a good & workmanlike manner, in accordance with the specifications therefor supplied or agreed to by Buyer & expressly warrants the same against defects in material & workmanship for a period of twelve (12) months from completion date. Seller makes no other warranty, express or implied; & any implied warranty of merchantability or fitness for a particular purpose which exceeds the foregoing warranty is hereby disclaimed by Seller & excluded from any agreement made by acceptance in a contract pursuant to this Quotation. Seller will not be liable for any consequential damages, loss or expense arising in connection with the use of or inability to use its fence for any purpose whatever. Seller's maximum liability shall not in any case exceed the contract price goods claimed to be defective or unsuitable.
- If buyer cancels or otherwise rescinds this contract prior to the performance of any work or the supplying of any materials, Buyer agrees to pay to Seller ten per cent (10%) of the total contract price, which said amount will be due and payable to Seller within ninety (90) days from the date of said rescission or cancellation.
- Buyer warrants that all the persons named as owners (or in a proper case, as contract purchasers) of the real estate on which the fence is to be erected have signed this contract for Buyer.
- A FINANCE CHARGE equal to TWO PERCENT (2%) of the total owed will be added to accounts SEVEN (7) days past due. Thereafter, a FINANCE CHARGE of TWO PERCENT(2%) per month (21% ANNUAL PERCENTAGE RATE) will be added, computed on the AVERAGE DAILY BALANCE due.
- In the event of non-payment and referral to an attorney for collection, Buyer agrees to be liable for Seller's court costs, attorney fees, and other costs of collection of amounts due under this contract.
- The right to access and removal is granted to Glidden Fence in the event of non-payment.
- WE NOW ACCEPT BOTH VISA & MASTERCARD FOR PAYMENT - If you choose this payment method, 3.5% will be added onto your total to cover the processing charge.

Date 1/27/2011

BY:

SELLER

Jeff Charnes

BUYER:

Cnty / Township:		OFF :	
SUBDIVISION:		BET :	

rom date

ly

rticular

tor

K and K Fence Co., Inc

www.kandkfence.com

6520 Brookville Road

Indianapolis, Indiana 46219

Office: (317) 359-5425

Fax: (317) 352-7723

Proposal and Contract

Date: February 25, 2010

Job #:

Sales Rep: Ted Brown Sr.
Email: tbrownsr@kandkfence.com

BILLING ADDRESS:			
Customer:	WESTFIELD PARKS DEPARTMENT		
Attention:	CHRIS MCCONNELL	Phone:	
Address:	2728 E. 171ST ST.	Fax:	
City:	WESTFIELD		
County:		State:	INDIANA
Township:		Zip Code:	46074
E-mail:	cmconnell@westfield.in.gov		

JOB SITE:			
Job Name:	WESTFIELD PARKS DEPARTMENT		
Contact:	CHRIS MCCONNELL	Phone:	
Address:	2728 E. 171ST ST.	Cell:	372-1192
City:	WESTFIELD		
County:		State:	IN
Township:		Zip Code:	46074
Cross St.:			

Material and labor to install the following:

A) JEWISH CONGREGATION CEMETERY: INSTALL 222' OF BLACK VINYL CHAIN LINK FENCE, 6' HIGH RESIDENTIAL GRADE. THERE WILL NOT BE ANY GATES IN THIS INSTALLATION.

PRICE: \$ 2,670.00 (NO SALES TAX)

B) SIMON MOON: INSTALL 314' OF 6' GALVANIZED COMMERCIAL GRADE CHAIN LINK FENCE REMOVE AND RELOCATE 1- 4' CANTILEVER GATE.

SPECIFICATIONS: 9 GAUGE GALVANIZED CHAIN LINK FABRIC (2" MESH)
2 1/2" LINE POSTS SET 10' O.C. (SCH.40 - FULL WT.)
3" END AND CORNER POSTS (SCH.40. - FULL WT.)

PRICE: \$ 9,545.00 (NO SALES TAX)

Acceptance of proposal:

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Customer responsible for clearing and marking all lines for fence. Customer responsible for underground sprinklers systems and independent utilities should damages occur when digging to install fence posts. All Material and labor are warranted for a period of one year to be free from major defects. Payment will be 50% down at the time of purchase and balance due upon completion. Should customer not fulfill his/her obligation of payment K&K Fence will add all reasonable collection, attorney fees and court costs to the total price of the contract to recover all moneys due. This contract, when accepted, supercedes all other contracts pertaining to this job. We accept Visa/MasterCard, cash or checks. Please note that your Visa/MasterCard account will be billed automatically for your down payment at the time of order and for final balance when work is completed.

Accepted By:

Signature: _____

Date: _____

Printed Name: _____

Purchase Order #: _____

Visa/Mastercard #: _____

Exp. Date: _____