

# Town of Windsor

## Memorandum

November 14, 2023

**TO:** The Honorable Mayor and Town Council

**FROM:** William G. Saunders, IV, Town Manager *WGS*

**SUBJECT:** Windsor Town Center Gymnasium Window Replacement

### Background

Replacement of the gymnasium windows has been discussed as the next capital project for the Town Center and as an ARPA project.

### Specifics

The MOU with Isle of Wight County on the use of the Windsor Town Center included the County sharing the cost of capital improvements or repairs to the facility; with the County agreeing with the project and having timely notice to budget for it. While communicating with the Board of Supervisors following the roof replacement at a work session in May 2022, the County was advised that replacement of the gymnasium windows would be the next capital project at the Center.

In late 2022, prior to the development of FY23-24 budgets, three bids were sought for the replacement of the windows. These proposals were to provide an estimated cost for the purpose of determining the appropriate method of procurement, as well as to give notice to the County for their budgeting purposes. The County Administrator was advised of the costs of these proposals on December 19, 2022.

The proposals sought were for: Demolition and disposal of 10 existing jalousie windows and the replacement of 10 windows – 5 ft. H x 10 ft. W rough opening, to replace existing jalousie windows. Prefer fixed, double pane windows with metal trim. Frame to carry six panes, or frame to give the look of six panes, like new windows on the first floor of the center.

The bids came in as follows:

- AeroSeal Windows and Storefront      No proposal provided.
- Binswanger Glass                              \$48,554
- Burgess-Snyder                                 \$57,470
- Atlantic Glass & Mirror                     \$63,757
- Goodman Glass                                 \$TBD

The proposals (Excluding Goodman Glass) went before the Windsor Town Center Advisory Board (WTCAB) at their October 3, 2023, meeting. There was a question regarding the language in the proposal of the lowest bid, Binswanger Glass, and a question regarding procurement. The consensus was to consult with the Town Attorney regarding the procurement question; however, the Board took no issue with moving forward with the lowest bid if these questions were answered satisfactorily. Subsequently, it has been determined that the language in question was boilerplate that conflicted with the proposed actions, which has been removed from an updated proposal and the procurement question has been resolved with the Town Attorney.

Since the WTCAB meeting, another bid has been sought from Goodman Glass, which has not been received at the time of this writing but will be shared with the Town Council upon receipt.

Funding of this project is recommended to be from ARPA funds, with Isle of Wight County reimbursing the Town for their equal share.

**Recommendation**

For Council's consideration

**Enclosures**

Gymnasium window proposals

# Goodman Glass Company

"Established 1906"

3325 West Mercury Boulevard, Hampton, Virginia 23666  
 757-826-1444 <> 757-826-7681(fax) <> www.goodglass.com

## PROPOSAL

PROPOSAL SUBMITTED TO:		PHONE	DATE	11/13/2023
NAME	William Saunders	JOB NAME	Windsor Town Center Gym	
STREET	<a href="mailto:wsaunders@windsor-va.gov">wsaunders@windsor-va.gov</a>	STREET	23361 Courthouse Highway	
CITY/STATE		CITY/STATE	Windsor, VA 23487	
REF.#	2-22242	FAX:		
This proposal is quoted off plans N/A			dated N/A	and specs dated N/A

We hereby submit specifications and estimate for:

**To** remove existing jalousie windows.

**To** supply and install a new clear anodized T14000 Tubelite 2"x4-1/2" thermally broken aluminum storefront system with 1" insulated clear low-e glass to consist of **10ea.** Windows approx. 120"x60". Interior and Exterior caulking included. Equipment included to install and to caulk the interior. All windows are fixed.

\$40,214.00

Any exterior wood trim out is to be by others.

Lead time on metal and glass: 4-6 weeks.

**Excludes:** break metal, trim out, access control hardware or components, SFIC small and large format Best cores and any material, finish or manufacturer not quoted above.

The recipient of this quote is responsible to verify the quoted materials meet any code requirements.

**This proposal excludes any engineering, testing and permits.**

**All products to be installed per manufacturer's standard installation instructions.**

**This proposal is based on normal business work days and work hours.**

### WARRANTEE

**I.G. Units - Five (5) Years / Sloped Glazing (skylights) - None**

**Other Materials - Manufacturer Warrantee**

**Labor - One (1) Year**

**This Proposal Does Not Include Any Cleaning of Glass Or Metal Storefronts or Re-Keying.**

**Class A Contractor License # 2705182052**

**SWAM Certified, #8618 Expires 9/20/2024**

**Certified Lead Renovator # R-I-1838-09-00013**

We hereby propose to furnish labor and materials - complete in accordance with the above specifications for the sum of: **\$ 40,214.00**  
 forty thousand two hundred fourteen dollars and **zero** 100's

with payment to be made as follows: 50% due at the time of the order with the balance due at completion of the work

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alterations from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above this proposal, contingent upon strikes, accidents or delays beyond our control. This proposal subject to acceptance for 10 days and void thereafter.

Authorized Signature Aaron Martel Date 11/13/2023

### ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. This job contains custom made materials and are not refundable. I have read and understand the attached "Conditions".

**ACCEPTED:** Signature \_\_\_\_\_

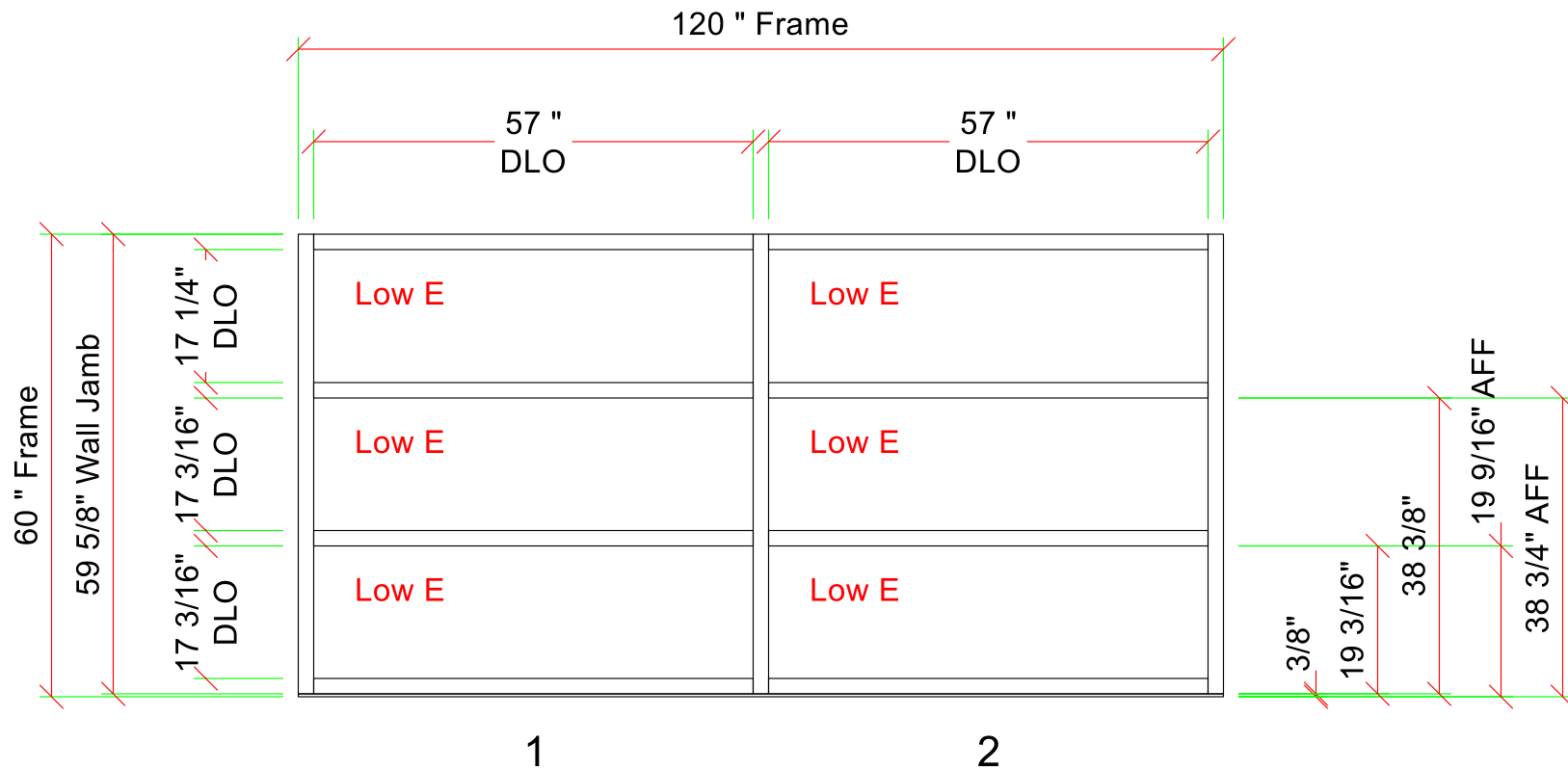
Date \_\_\_\_\_ Signature \_\_\_\_\_

## CONDITIONS

This proposal is subject to acceptance within 30 days from date hereon. We trust this proposal will merit your placing with us this business; be assured of our attention in pursuing this work to completion and to your entire satisfaction.

1. We reserve the right to correct clerical errors, notwithstanding prior acceptance. If the error is one of substance rather than form, and acceptance of the proposal occurs before its correction, such acceptance may be withdrawn if correction renders the proposal unacceptable.
2. All work is to be performed during regular working hours, unless otherwise negotiated. Extra charges will be made for overtime work or for work performed on Saturdays, Sundays or holidays.
3. This proposal, if accepted, is subject to the approval of our credit department.
4. Delivery and performance by us is contingent upon causes beyond our control.
5. All openings and/or surfaces to receive materials furnished by us are to be prepared by others properly to receive such materials.
6. We do not assume responsibility for stains or corrosion which may occur on metal construction after installation.
7. We do not include cleaning of glass or metal storefront construction.
8. In structural glass and anodized aluminum storefront construction shade variations are inherent in their manufacture, and therefore beyond our control. Moisture condensation or "sweating" is occasioned by differences between exterior and interior temperatures and humidity conditions beyond our control, and hence for which we cannot be responsible.
9. The exclusive remedy of customer in the event of default by Goodman Hardware Co. shall be limited to the replacement of any nonconforming goods and the re-execution of any defective work. In the event of any default by Goodman Hardware & Glass Co., customer expressly waives its rights to consequential or incidental damages. All products manufactured by Goodman or its suppliers meet or exceed ANSI, ASTM or Architectural Standards specified for their intended purpose and location.
10. The risk of glass fallout exists after any glass breakage event. Glass breakage may require steps to be taken to protect building occupants and furnishings as well as pedestrian traffic. Goodman Hardware Co. is not responsible for any glass fallout that may occur before or after a verbal or written order to proceed with repairs.
11. Proposals for glass replacement where glazing putty exists must be tested for the presence of asbestos and other harmful compounds before work is started. Additional charges will apply for the testing and remediation if necessary.
12. Insulated glass units are warranted for five (5) years, except when used in sloped glazing (skylights) has no warranty. Installation labor is not included and will be billed at the current hourly rate.
13. Seller is not required to accept payment of any account balance by the use of credit cards, but in the event, it agrees to accept such payment, Applicant agrees to pay a service fee equal to 3% of the account balance paid via credit card.
14. This proposal does not include the cost for a building permit that may be required by the city, county or state.

**TERMS:** Progress payment consisting of 90% of value of all materials delivered to job site and work performed during the month it is to be paid us on or before the 10<sup>th</sup> of the following month. Balance in full upon completion of contract. Any balance which remains unpaid for 30 days shall accrue interest at the rate of 1 1/2% per month. Attorney's fee of thirty three percent (33%) of any delinquent account balance shall be added to said account if turned over to Goodman Hardware & Glass's attorneys for collection, or if collection suit is instituted by Goodman Hardware & Glass without an attorney, a collection fee of fifteen percent (15%) shall be added.



Windsor Town Center Gym - Windows (10 Thus)

Frame: T14000 : Storefront : 2 x 4-1/2 : Flush Glaze : Screw Spline : T14259 subsill



# Bid Proposal

Branch Address: 820 Poplar Hall Dr. Norfolk, VA (#38)  
Branch Phone No.: 757-455-8601  
Branch Fax No.: 757-466-8167

Date: 09/18/23  
Revised 11/08/2023

Project Name: **Windsor Town Center Gym** Proposed To:  
Location: Windsor, VA

Attention:  
Phone: Fax:

Architect:

Plan Date:

Addendums Noted:

Description of Scope of Work: Sales Tax: yes

Binswanger Glass proposes to furnish and install the following:

10- 10' x 5' Thermally broke clear anodized center set aluminum storefront with Subsill  
Frames to be caulked (Exterior)

Glazing : 1" IG units 1/4" solarban60 / 1/2" air / 1/4" clear.

Demo of existing window is included

#### D. PERFORMANCE AND PAYMENT BONDS (IF REQUIRED ADD 1.6% TO THE BID AMOUNT)

"Note: Performance bonds and Labor and Material (Payment) bonds are provided for the construction period only and will include a twelve (12) month warranty period. Regardless of the warranty or maintenance provided by the Principal in the contract, the Surety shall have no liability under the bond for warranty, defective work or defective material claims arising more than one year after project acceptance, as stated in the Defect Bond which will be provided along with the Performance and Payment (Statutory) bonds. Bonds are to be written on Westchester Fire Insurance Company standard forms, or Performance, Statutory and Defect bonds are dependent upon Surety's acceptance of contract terms."

**TOTAL AMOUNT OF BID**

**\$48,554.00**

#### Exclusions / Clarifications:

1. No Permits, Fees, Testing Procedures, or Special Inspection Costs are included.
2. No Payment or Performance Bonds are included. No Liquidated Damages are included.
3. No Engineering Calculations or Engineer's Stamp are included.
4. Breackage or Damage to Materials is not covered unless caused by BINSWANGER Glass. Protection of our installed work is excluded.
5. Cleaning or Protection of Glass, Aluminum or Adjacent Materials is excluded.
6. Bid Proposal is based upon NON-UNION Labor and based upon normal working hours.
7. Terms of this Proposal are included as note below (page 2 of this Proposal).
8. Bid Proposal is based upon NORMAL Working Hours - Monday thru Friday 8am to 5 pm.
9. There are NO Mirrors included in this Bid Proposal.

Accepted By: \_\_\_\_\_

Date: \_\_\_\_\_

Proposed By:  
BINSWANGER GLASS (#38)

*Douglas Workman*  
dworkman@binswangerglass.com

This Bid Proposal is subject to change if not accepted within 30 days.

#### EXCLUSIONS:

- |   |                                 |   |
|---|---------------------------------|---|
| 1. Wood Blocking                        | 3. Glass for Mill Work          | 5. Liquidated damages and/or other penalties      |
| 2. Demolition (Unless stated otherwise) | 4. Final cleaning or protection | 6. Provisions for OCIP or CCIP insurance programs |

#### CLARIFICATIONS AND QUALIFICATIONS:

1. Our proposal is based upon generally accepted glazing standards and/or applicable building codes. Some variation in architectural intent may occur so to meet such criteria.
2. This proposal and offer are contingent upon the signing of a mutually agreed upon contractual instrument.
3. All applicable material warranties will be passed through from the manufacturer without modification by Binswanger Glass.
4. Workmanship warranty will be executed on a standard Binswanger form only. Unless stated otherwise, our standard one (1) year warranty is included as a part of this proposal.
5. Building structure, or any component which our system (s) attach to, must be capable of caring all loads imposed by our system (s).
6. All schedules must be mutually agreed upon by Binswanger Glass and the customer.
7. All factory and field labor will be performed during normal business hours.
8. It is assumed that electricity will be provided at no additional charge to Binswanger Glass.
9. All sealants to be standard in color.
10. We do not include a cost provision within our proposal for glass broken or damaged by other trades. Any glass breakage caused by Binswanger Glass will be replaced at no additional charge.

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Binswanger's Initials

Buyer's Initials

1. Acceptance of this Proposal by the Buyer shall be acceptance of all terms and conditions recited herein or incorporated by reference. Accepting Binswanger Glass to commence work or preparation for work will constitute acceptance by Buyer of this Proposal and all its terms and conditions. Quotations herein, unless otherwise stated are for immediate acceptance and subject to change if not accepted within the time stipulated hereon, or if not stipulated within 30 days from date thereof.
2. Binswanger Glass shall be paid monthly progress payments on or before the 10th of each month for the value of work completed plus the amount of materials and equipment suitably stored without retention applied to the contract sum less the aggregate of previous payments to Binswanger Glass. Final payment shall be due 30 days after the work described in this Proposal is substantially completed. Sales of materials only are payable in cash on delivery of goods.
3. No back charges or claim of the Buyer for services shall be valid except by the agreement in writing by Binswanger Glass before work is executed.
4. All sums not paid when due shall bear interest at the rate of 1% per month from due date until paid or the maximum legal rate permitted by law, whichever is less, and all costs of collection, including a reasonable attorney's fee, shall be paid by Buyer.
5. If the Buyer fails to make payment to Binswanger Glass as herein provided, then Binswanger Glass may stop work without prejudice to any other remedy it may have.
6. Buyer is to prepare all work areas so as to be acceptable for Binswanger Glass work under the contract. Binswanger Glass will not be called upon to start work until sufficient areas are ready to insure continued work until job completion.
7. After acceptance of this Proposal as provided, Binswanger Glass shall be given a reasonable time in which to make delivery of materials and/or labor to commence and complete the performance of the contract. Binswanger Glass shall not be responsible for delays and defaults where occasioned by any causes of any kind and extent beyond its control, including but not limited to: delays caused by the owner, general contractor, architect and/or engineers; armed conflict or economic dislocation resulting therefrom; embargoes, shortage of labor, raw materials, production facilities or transportation; labor difficulties, civil disorders of any kind; action of civil or military authorities; vendor priorities and allocations; fires, floods and accidents and other Acts of God.
8. All materials furnished and installed by Binswanger Glass, or furnished only are guaranteed against defects in workmanship for a period of one year as defined in our Limited Warranty Form #GO-108-75, available upon request. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Binswanger will not be responsible for special, incidental or consequential damages. Binswanger Glass shall not be responsible for broken or damaged glass, metal or other materials (except that directly caused by our own employees). Any repair work necessitated by caused damage will be considered an order for extra work and must be requested in writing. No protection or cleaning of glass, metal or other materials is included. Our responsibility for damage or loss in transit ceases upon delivery in good condition to a public carrier.
9. Work called for herein is to be performed during Binswanger Glass regular working hours. Overtime rates will be charged for all work performed outside such hours at extra cost.
10. All materials shall be furnished in accordance with the respective industry tolerance of color variation, thickness, size, finish, texture and performance standards.
11. Notwithstanding any provision contained in this Proposal or the contract documents between Owner and Contractor, Binswanger Glass may file a lien or claim on its behalf in the event that any payment to Binswanger Glass is not made as and when provided for by the agreement.
12. The subcontract form used between Binswanger Glass and the Buyer will be the current AIA Standard Form Subcontract Document A401. Where there is a conflict between the provisions of either the AIA Subcontract Form, or the contract documents between Owner and Contractor, and this Proposal, then this Proposal shall govern.
13. The Buyer will furnish adequate access to building site, all temporary site facilities including suitable covered storage space and hoisting at no cost to Binswanger Glass.
14. The Buyer shall make no demand for liquidated damages for delays or actual damages for delays in any sum in excess of such amount as may be specifically named in this Proposal and no liquidated damages may be assessed against Binswanger Glass for delays or causes attributed to other contractors or arising outside the scope of this Proposal.
15. Buyer shall purchase and maintain Builders Risk Insurance upon the full value of the entire work and/or materials to be supplied, which shall include the interest of Binswanger Glass. Upon acceptance of our Proposal you will be provided certificate of insurance. If your contract calls for insurance in excess of our standard coverage, the increased cost of our insurance will be added to our quoted price. Our standard coverage is \$100,000 each person and \$300,000 each occurrence for bodily injury liability, and \$100,000 property damage liability.
16. This proposal covers completely our entire understanding and no modification shall be valid, unless written upon, or attached to this proposal, and signed or initialed by the parties hereto.
17. All site facilities (including but not limited to equipment, structures, personnel, materials, services, utilities or supplies) required or convenient, in whole or in part, for performance of the general contract or for compliance with local, state, federal, or other regulatory body, health or safety rules, ordinances, regulations, specifications or requirements other than are attributable solely to performance under this subcontract shall be furnished and supplied by the general contractor at its own risk and expense and in full compliance with all of such requirements, and the general contractor hereby agrees to indemnify and save the subcontractor harmless from all suits, claims, judgements or demands arising in any way by reason of failure of the general contractor to comply with this provision. The sub-contractor agrees to provide at its own risk and expense all such aforesaid items as are required or convenient solely in connection with its work to be performed hereunder and hereby agrees to indemnify and hold contractor harmless from all suits, claims, judgements and demands in any way arising by reason of failure of the sub-contractor to comply with this provision.

Manager signature \_\_\_\_\_

Date: \_\_\_\_\_

Customer Signature \_\_\_\_\_

Date: \_\_\_\_\_



Date: 11/23/2022  
Windsor Town Center

TO:

Town of Windsor

Windsor, VA

ATTN: William Saunders (wsaunders@windsor-va.gov)

## PROPOSAL SCOPE:

### INCLUSIONS:

Burgess Snyder will furnish materials, labor and equipment to install the following products into 10 openings:

- 1) Demo 10 existing windows in gymnasium.
- 2) Furnish and install exterior aluminum, thermally broken storefront Kawneer 451T frames in class 1 clear anodized finish. Frames are center glazed with 1" clear, insulated glass with Low-E.
- 3) All break metal at sills, fasteners, shims, 2 lines of perimeter sealant (one interior and one exterior), and shop drawings are included.

### EXCLUSIONS:

Opening framing, through wall flashing, water proofing wraps, blue skin, head and jamb flashing, blocking of any kind, bond, anything not listed above.

### NOTES:

Price is good for 30 days due vendor pricing and market volatility; contract must allow for market price escalations. Burgess Snyder is a small business. Bond rate is 1.0% of the total subcontract price and is in addition to the price shown below.

**TOTAL FOR PROPOSAL: \$57,470.34**

BSI Proposal Contact: Becky Parker <> (757) 276-5025 <> [becky.parker@burgess-snyder.com](mailto:becky.parker@burgess-snyder.com)

Phone (757) 490-3131 <> Fax (757) 490-1653 <> [www.burgess-snyder.com](http://www.burgess-snyder.com)

Burgess Snyder is a certified SMALL Virginia business - SWAM #006601

POWERED BY PROEST





1720 Virginia Beach Blvd, Virginia Beach, VA 23454  
P: 757.491.6477 F: 757.491.6312

## PROPOSAL

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To: Windsor Town Center

Phone: 757-242-4288

Date: December 6, 2022

Attn: William

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Address: 23361 Courthouse Highway

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City, State, & Zip: Windsor, VA 23487

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Job Address: Same as above

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### SCOPE OF WORK:

Remove existing window systems and replace with new 2" x 4 1/2" clear thermal inside front set aluminum storefront metal with 1" clear insulated glass. Ten openings approximately 120" x 60" split into three equal sections vertically and in half horizontally (six lites).

**Total: \$63,757.00**

**\*NOTE: SHOP DRAWINGS NOT INCLUDED IN PRICE\***

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We hereby propose in accordance with the above specifications. One-half deposit required upon the acceptance of this proposal, balance due at completion of job.

TOTAL DUE UPON COMPLETION. 1 1/2% PER MONTH SERVICE CHARGE DUE ON UNPAID BALANCE OVER 30 DAYS. ATTORNEY'S FEES OF 33 1/3 % OF TOTAL DUE PLUS INTEREST SHALL BE ASSESSED IF REFERRED TO AN ATTORNEY FOR COLLECTION. MATERIALS REMAIN PROPERTY OF ATLANTIC GLASS & MIRROR UNTIL ALL CHARGES ARE PAID IN FULL.

Acceptance of Proposal:

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Authorized Signature

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Date