


Town of Windsor

Memorandum

May 12, 2020

TO: The Honorable Mayor and Members of Town Council

FROM: Sanford B. Wanner, Interim Town Manager 

SUBJECT: Appropriation of Funds for Public Works Building

The Invitation For Bid (IFB) #2020-02 for the Windsor Public Works Building was publicly advertised on March 30, 2020. Bids were received and opened at 2:00 p.m. on April 22, 2020.

Seventeen bids were received and were reviewed by Brian Camden and staff. C.W. Brinkley was the low responsive and responsible bidder at \$524,800.

This project was identified in 2016 and budgeted in 2020 at \$680,000. The site plan for storm water was approved in 2016 and is current.

The total project costs are as shown on the attached post-bid project cost model for the Public Works Building project.

I recommend that Council adopt the enclosed resolution.

Recommended Motion

Move that Council adopt the resolution entitled:

A Resolution Appropriating The Sum of \$621,075
To The 2019-20 General Fund Operating Budget

Resolution

A Resolution Appropriating The Sum Of \$621,075
To The 2019-20 General Fund Operating Budget

WHEREAS, the Town Council wishes to construct a Public Works Building on E. Griffin Street,
and;

WHEREAS, the Town Council has identified this Public Works Building as their next capital
project, and;

WHEREAS, the post bid project cost model construction is \$621,075, and;

WHEREAS, There was originally \$230,000 set aside in a General Fund CD, \$347,075 in the
Space Needs Fund, and the remaining \$44,000 in the Water Fund to fund this project, and;

WHEREAS, the Town Council of the Town of Windsor must appropriate \$621,075 of these
funds to meet our financial obligation for the project.

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

Section 1. That the sum of \$347,075 from the Unappropriated Fund Balance of the Space Needs
Fund, be, and the same hereby is, appropriated to the Town's 2019-20 General Fund Operating Budget's
Capital Projects – Construction of Public Works Building:

Section 2. That the sum of \$230,000 from the General Fund CD is appropriated to the Town's
2019-20 General Fund Operating Budget's Capital Projects – Construction of Public Works Building:

Section 3. That the sum of \$44,000 from the Unappropriated Fund Balance of the Water Fund, be,
and the same hereby is, appropriated to the Town's 2019-20 General Fund Operating Budget's Capital
Projects – Construction of Public Works:

Section 4. The Town Council hereby awards the Public Works Building contract to C. W.
Brinkley. The Interim Town Manager is hereby authorized and directed to do all things necessary to
complete this work.

Section 5. This resolution shall be in effect on and after its adoption.

Adopted: May 12, 2020

TESTE:

Town Clerk



295 Bendix Road, Suite 340
 Virginia Beach, VA 23452
 Phone: 757.533.9368
 Fax: 757.533.9432

TOWN OF WINDSOR
New Windsor Public Works Building

POST-BID PROJECT COST MODEL

Construction

(1) C. W. Brinkley Bid	\$524,800
(2) James River Architects CA Services (including MEP)	\$5,810 ✓
(3) GET Solutions – Special Inspections & Testing	\$5,475 ✓
(4) Hoggard Eure Civil Engineering CA Services	\$3,200
(5) Speight-Marshall-Francis Structural CA Services & Inspections	\$1,500
(6) Telephone Data Equipment	\$900
(7) Alpha Corporation CM Fee 10-Months	\$40,000
(8) Construction Contingency – 5% of (1)	\$26,240
(9) Total with Construction Contingency	<u>\$607,925</u>

Soft Costs

(10) Furniture, Office Desk w/2 Chairs; Break Room Table w/6 Chairs	\$800
(11) IOW County Permit – Inspection Fees *	\$500
(12) Propane Tank Installation *	\$1,000
(13) Electrical Utility Connection Fee *	\$2,500
(14) Verizon & Charter Connection Fees *	\$1,500
(15) Telephone – Data Equipment	\$350
(16) Breakroom Microwave & Full-size Refrigerator	\$1,300
(17) Owner's Contingency	\$5,000
(18) Moving Expense	\$200
Total Soft Costs	<u>\$13,150</u>

ESTIMATED TOTAL PROJECT COSTS \$621,075.00

- * Estimates

Agreement

TOWN OF WINDSOR, VIRGINIA

PROJECT NO: IFB #2020-02

Bid Package Windsor Public Works Building
Town of Windsor, Virginia

THIS AGREEMENT, made and entered into this ___st day of May, 2020 by and between the Town of Windsor Virginia, hereinafter called the Owner, and C. W. Brinkley Incorporated, hereinafter called the Contractor, whose address is 3005 Corporate Lane, Suite 100, Suffolk, VA 23434.

WITNESSETH:

WHEREAS, the Owner intends to have all of the work described as the Windsor Public Works Building, installed and constructed at 9 East Griffin Street, Windsor Virginia, 23487.

WHEREAS, the Contractor agrees to perform the work for the sum herein stated.

NOW THEREFORE, the Owner and the Contractor for the consideration hereinafter provided agree as follows:

ARTICLE 1. SCOPE OF WORK

The work to be performed shall be in accordance with Invitation for Bids, Project Manual, Instructions to Bidders, Summary of Work and other Contract Plans and Documents entitled "Windsor Public Works Building" dated February 20, 2020, and the "Site Plan for Town of Windsor Maintenance Building" dated August 3, 2016, and the geotechnical report dated February 27, 2020 along with Three Pre-Bid Addendums; No.1 dated 4/3/20, No. 2 dated 4/10/20 and No. 3 dated 4/17/20. The Contractor agrees to furnish all labor, materials and equipment to complete the work as required in the Contract Documents, which are hereby made a part of this contract by reference. It is understood and agreed by the parties hereto that all work shall be performed as required in the Contract Documents and shall be subject to inspection and approval of the Owner or its authorized representative. The relationship of the Contractor to the Owner hereunder is that of an independent Contractor. The Contract Documents are defined in the General Conditions including AIA Document No. 201-2017 General Conditions of Contract for Construction and are incorporated here for reference.

ARTICLE 2. TIME OF COMPLETION

The Contractor shall commence the work promptly upon the date established in the Notice to Proceed. If there is no Notice to Proceed, the date of commencement of the Work shall be the date of this agreement. The Contractor shall achieve Final Completion of the Project within Three Hundred (300) calendar days from the date of the Contract of NTP.

ARTICLE 3. CONTRACT SUM

The Owner agrees to pay, and the Contractor agrees to accept in full performance of this contract, the sum of Five Hundred Twenty Four Thousand Eight Hundred Dollars, (\$524,800.00) which sum also includes the cost of Four Bid Alternates noted in the attached Exhibit "A", and a 100% Performance Bond and a 100% Payment Bond said bonds having been posted by the Contractor pursuant to State Law.

ARTICLE 4. PAYMENT

The Owner agrees to pay the Contractor from time to time as the work progresses, but no more than once each month after date of Notice to Proceed, and only after complying with the General Conditions and completion of Certificate of Payment for the work performed during the preceding calendar month, ninety-five percent (95%) of the value of the labor performed and, subject to the requirements of the General Conditions, ninety-five percent (95%) of the value of materials furnished in place or on-site.

Such evidence of labor performed, and materials furnished as the Owner may desire shall be supplied by the Contractor at time of request for Certificate of Payment of account. Materials for which payment has been made cannot be removed from job site.

Retainage Reduction - Five percent (5%) of the earned amount shall be retained from each monthly payment until fifty percent (50%) of the dollar amount of the contract has been earned. During the last fifty percent (50%) of the contract, retainage may be reduced pursuant to applicable provisions of the General Conditions.

ARTICLE 5. INDEBTEDNESS

Before final payment is made, the Contractor must submit evidence in the form of a final waiver of lien or claim to the Owner that all payrolls, materials bills, subcontracts and outstanding indebtedness in connection with the work have been paid or what arrangements have been made for their payment.

Payment will be made without unnecessary delay and after receipt of such evidence as mentioned above and final acceptance of the work by the Owner.

ARTICLE 6. ADDITIONAL WORK

It is understood and agreed by the parties hereto that no money will be paid to the Contractor for any additional labor or materials furnished unless a new contract in writing or a modification hereto for such additional materials or labor has been executed by the Owner and Contractor. The Owner specifically reserves the right to modify or amend this contract and the total sum due hereunder either by enlarging or restricting the scope of work.

ARTICLE 7. ACCEPTANCE

The work shall be inspected for acceptance by the Construction Manager and Architect promptly upon receipt of notice from the Contractor that the work is complete and ready for inspection.

ARTICLE 8. DISPUTES PERTAINING TO PAYMENT FOR WORK

Contractual claims, whether for money or other relief, shall be submitted in writing no later than 60 days after final payment. However, written notice of the contractor's intention to file a claim shall be given at the time of the occurrence or beginning of the work upon which the claim is based. Should disputes arise respecting the value of any work done, or any work omitted, or of any extra work which said Contractor may be required to perform, or respecting any other elements involved in this contract, said dispute shall be brought to the attention of the Construction Manager who will attempt to settle matters. If he/she is unsuccessful, the dispute will be brought to the attention of the Windsor Town Manager. Any claims, disputes or other matters in questions between the parties to this Agreement shall not be subject to binding arbitration. The parties shall attempt to resolve any claims or disputes between the parties prior to commencing litigation. If the parties are unable to amicably resolve any claims or disputes, the claims, disputes or other matters in question between the parties arising out of or relating to this Agreement or a breach thereof shall be resolved by appropriate proceedings in the Circuit Court of Isle of Wight County, Virginia, and in no other forum.

ARTICLE 9. TERMINATION FOR BREACH, ETC

If the Contractor shall be adjudged bankrupt or if he should make a general assignment for the benefit of his creditors or if a receiver should be appointed on account of his insolvency, or if he or any of his subcontractors violate any of the provisions of this contract, the Owner may serve written notice upon him of its intention to terminate said contract; and unless, within ten (10) days after the serving of such notice, such violation shall cease, the Owner then may take over the work and prosecute same to completion by contract or by any other method it may deem advisable for the account and at the expense of the Contractor. The Owner may take possession of and utilize in completing the work, such materials, appliances, paint, and any other property belonging to the Contractor as may be on the site of the work and necessary, therefore. The Owner may, at any time upon ten (10) days written notice to the Contractor, terminate (without prejudice to any right or remedy of the Owner) the whole or any portion of the work for the convenience of the Owner.

ARTICLE 10. OWNER'S RIGHT TO WITHHOLD CERTAIN AMOUNT AND MAKE APPLICATION THEREOF

The Owner may withhold from payment to the Contractor such an amount or amounts as, in its judgement, may be necessary to pay just claims against the Contractor or any subcontractor for labor and services rendered and materials furnished in and about the work. The Owner may apply such withheld amounts on the payment of such claims in its discretion. In so doing, the Owner shall be deemed the agent of the Contractor and payments so made by the Owner shall be considered as payment made under the Contract by the Owner as to such payments made in good faith. Such payments may be made without prior determination of the claim or claims.

ARTICLE 11. LIABILITY AND INDEMNIFICATION

The Contractor agrees that it/he shall at all times protect and indemnify and save harmless, the Town of Windsor and all institutions, agencies, departments, authorities and instrumentalities of the Town and any member of their governing bodies or of their boards or commissions or any of their elected or appointed officers or any of their employees or authorized volunteers as described in the General Conditions of the project specifications which are included herein by reference, from any and all claims, damages of every kind and nature made, rendered or incurred by or in behalf of any person or corporation whatsoever, including the parties hereto and their employees that may arise, that occur or grow out of any acts, actions, work or other activity done by the said Contractor in the performance and execution of this contract.

ARTICLE 12. SUBCONTRACTOR

No part of this contract shall be sublet by the Contractor without prior written approval of the Owner.

ARTICLE 13. LIQUIDATED DAMAGES

Should the Contractor fail to Complete the work on or before the Final Completion Date referred to in Article 2 hereof, Contractor shall pay Owner the sum of \$250.00 for each consecutive calendar day that terms of the Contract remain unfulfilled.

Permitting the Contractor to continue and finish the work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, shall in no way operate as a waiver on the part of the Owner of any of his rights under the Contract. Liquidated damages will be calculated and assessed based on provisions defined in the General Conditions and the date upon which the Construction Manager and Owner certify that all items on the "Punch List" are complete. The sums mentioned above shall represent the actual measure of liquidated damages which the Owner will sustain per diem by failure of the undersigned to complete the Work at the times stipulated. The sum is in no way to be considered a penalty.

ARTICLE 14. VIRGINIA PUBLIC PROCUREMENT ACT.

Contractor agrees to comply with all of the mandatory provisions of the Virginia Public Procurement Act, which are incorporated herein by reference, including those concerning non-discrimination, payment of subcontractors, employment of aliens, maintaining a drug free workplace and maintaining all state licenses and SCC corporate registration. Contractor's tax identification number is _____.

ARTICLE 15. GOVERNING LAW

This Contract shall be governed by the laws of the Commonwealth of Virginia.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

CONTRACTOR: C. W. BRINKLEY INCORPORATED

BY: _____

ATTEST

BY: _____

TITLE: _____

BY: _____

TITLE: _____

OWNER: TOWN OF WINDSOR

BY: _____

TITLE: _____

ATTEST

BY: _____

*APPROVED AS TO FORM:
ATTORNEY*

BY: _____

EXHIBIT "A"
TO THE AGREEMENT BETWEEN
THE TOWN OF WINDSOR, VIRGINIA AND C.W, BRINKLEY INC.
WINDSOR PUBLIC WORKS BUILDING- IFB # 2020-02

- A. Selected materials, and their installation are specified in the Contract Documents by these Allowances. Allowances have been established due to poor soil conditions and the extent of the paved, gravel and building footprint areas are shown on the drawings. Additional requirements beyond these Allowances, if necessary, will be issued by Change Order. Requirements for credits and/or additions shall be established with the successful contractor if less or more undercuts are needed.
- B. The following Lump Sum Allowance has been established *for excavation, removal and proper off-site disposal of unsuitable materials, and installation, compaction of suitable select materials* for this project. For bidding purposes, **include the total amount for all allowances in the Lump Sum Base Bid amount:**
- 1, Provide an 18-inch additional undercut and backfill with select fill beyond that shown on the drawings throughout the parking lot in all paved areas. \$2,288.00.
 2. Provide an additional-12 inches of undercut and backfill with select fill beyond that shown on the drawings in all gravel areas. \$5,170.00
 3. Provide geotextile fabric Mirafi HP270 or equivalent under all paved and gravel areas. \$1,314.00
 4. Provide an additional-12 inches of undercut across the building footprint beyond that shown on the drawings and backfill with compacted select fill. \$8,475.00
- C. The Owner reserves the right to have the Construction Manager and or Special Inspector direct the General Contractor as to the final extent of the undercuts noted above and to issue a change order for additional undercut, or credit change order for lesser undercut.
- D. The General Contractor shall have overall responsibility for the work provided by Allowances and shall be responsible for all materials delivered to the job.