### RESOLUTION NO. 2021-40 (10-19-21)

# RESOLUTION BY THE PUBLIC WORKS/CAPITAL IMPROVEMENTS & STORMWATER/WASTEWATER OF THE VILLAGE OF STURTEVANT AUTHORIZING A CONTRACT WITH STATEWIDE FENCING FOR DOG PARK FENCE UPGRADES

WHEREAS, Statewide Fencing has submitted a bid for Dog Park Fence upgrades; and

WHEREAS, the Village is satisfied with the bid from Statewide Fence; and

WHEREAS, at this time the Village would like to proceed with the Dog Park Fence upgrades.

NOW THEREFORE, the Village Board of the Village of Sturtevant, Racine County, Wisconsin does hereby resolve:

- 1. That Statewide Fencing is authorized to proceed with the project at a cost not to exceed \$14,000.00
- 2. That the funds for said work shall be taken from account 401-57620-810.
- 3. That the Village President and Village Clerk are authorization to execute contracts, agreements or other documents necessary to carry out the intent of this resolution.

Adopted by the Village Board of the Village of Sturtevant, Racine County, Wisconsin, this 19<sup>th</sup> day of October 2021.

Village of Sturtevant

Michael Rosenbaum, President

Attest Cheryl Zamecnik, Village Clerk



STATEWIDE FENCING, INC. FRANKSVILLE, WI 53126 www.statewidefencing.com 8310 Industrial Drive (262) 833-0200 sales@statewidefencing.com

# PROPOSAL/CONTRACT

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Customer Inform	mation:	Job Info	rmation:
Jack Feiner Village of Stu 8500 Broadway : Sturtevant, WI	Drive		
	Line Posts: 87 End/Corner Posts: 11 Gate Posts: 12 Walk Gate: 4 Dbl Drive Gate: 2 Cantilever Gate: -	Install total o	MISC:
Contract Amount: Down Payment: Balance Due:	\$ 14,000.00 \$ 7,000.00 \$ 7,000.00	Approved & Accept  Custom  Accepted for STAT	pate  RWIDE FENCING, INC.:  10/7/202\



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Customer Information:	Job Information:
Jack Feiner Village of Sturtevant 8500 Broadway Drive Sturtevant, WI 53177	

#### TERMS & CONDITIONS

STATEWIDE FENCING, INC. 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. STATEWIDE FENCING, INC. will assist the customer, upon request, in determining where the fence is to be erected, but under no circumstances does STATEWIDE FENCING, INC. 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.

CUSTOMER IS RESPONSIBLE FOR LOT LINES, DIRT REMOVAL, & PERMITS.

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

A finance charge of 1.5% 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 of completion of work. All materials will remain the property of STATEWIDE FENCING, INC. until money owed is PAID IN FULL. Right of access and removal is granted to STATEWIDE FENCING, INC. in the event of non-payment under the terms of this contract. The customer agrees to pay all interest and costs incurred in the collection of this debt.

- 1. Accepted forms of payment
  - a. Cash
  - b. Check
- c. Credit Card orders shall be subject to a 5% credit card processing fee

CUSTOMER	Initial	
ESTIMATOR		MR

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Customer Information:	Job Information:
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#### TERMS & CONDITIONS

- 2. A 15% restock fee shall be charged on orders cancelled 5 days prior to the installation date.
- 3. Speciality material shall be paid for in full at time of job accept and is NON-REFUNDABLE.

STATEWIDE FENCING, INC. agrees to guarantee above fence to be free from defects in materials and workmanship for 5 years. This does not include normal wear conditions or damage caused by others. The final billing will be based on the actual footage of fencing built and the work performed. 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.

CUSTOMER	Initial	
ESTIMATOR	Initial	MR