

FEATHER RIVER AIR QUALITY MANAGEMENT DISTRICT
MEMORANDUM
12/4/2023

TO: FRAQMD BOARD OF DIRECTORS
FROM: Christopher D. Brown AICP, APCO
SUBJECT: Approve parking lot fencing bid to improve property security

RECOMMENDATION:

Accept bid of \$47,150 with a 10% contingency (\$51,850) for installation of new wrought iron fencing and gates at the District Office and authorize the APCO to sign related documents.

ALTERNATIVES:

Do not approve fencing bid with 10% contingency.

BACKGROUND:

Due to repeated damage to District vehicles and building staff has been researching alternatives to secure the property. While enhanced lighting and cameras have been somewhat effective, issues have continued to occur.

DISCUSSION:

Following the latest gas theft District staff sought bids to install iron fencing around the rear parking area, west and north fences, and replace the chain link fence on the southeast corner of the building.



In addition to the fence three gates would be required, one facing the street, one facing the rear parking area and one sliding gate to allow vehicle access. All gates will be equipped with the required emergency hardware.

The fence along the west and north side (next to the existing wood fence) is to address the persistent problem of people climbing over the wood fences and accessing the property that way.

The vehicle gate will be equipped with a solar powered opener and remotes will be provided to District vehicles. The gate will be open during business hours and closed at 5:00pm

Parking

One parking space will be lost due to the gate, however with the removal of the existing fence behind the building an additional two spaces may be created. It is expected that the parking behind the gate will be used by District employees, and District vehicles, during working hours, however members of the public may occasionally park there. Signage will be posted advising the public that the gate is closed and locked after 5:00pm. It is expected that most members of the public will park in front of the District building, in the spaces vacated by the District vehicles.

Bids Received

The District contacted four qualified fencing companies and received three bids for this project. The bids were all roughly similar in the provided fencing and District staff feels any of the vendors products would meet the District's need.

All bidders provided quotes using prevailing wage.

FISCAL IMPACT:

The lowest price bid was \$47,150 from S & S Fence Company. Staff recommends accepting this bid.

Staff also recommends a 10% contingency for this project (\$4,700) for a total of \$51,850.

ATTACHMENTS: Fencing Bid Proposals

Christopher Brown

Project Name & Address: Name <i>Air Pollution Control Bd</i> 530 634 7659 Phone <i>8 283</i>		S & S Fence Company Inc. fencing-contractors.com	
Street <i>541 Washington Ave</i>		D.V.B.E./S.B.E. Contractor License #910283 Insured • Bonded	
City <i>Yuba City</i> State _____ Zip _____		7448 Reese Road Sacramento, California 95828 916-682-1100 / FAX 916-682-4433	

Total Length	Total Height	Fabric Gauge	Diarn. Term. Posts	Diarn. Gate Posts	Diarn. Line Post	Top Rail	Bracing	Barb/Raz	Line Post Spacing	Set Insr.
<i>261' Total</i>	<i>6'</i>	<i>#####</i>		<i>3" 11ga</i>	<i>2" 11ga</i>	<i>1 1/2" 14ga</i>		<i>3/8" picket</i>	<i>8'</i>	<i>2'</i>

- Prevailing Wage
- Pre Lien
- Water / Electrical Avail.
- Needs USA Called
- Meet Cust. At Site
- Corners Marked
- Obstructions Marked
- Haul Off Dirt *NO*
- Salvage

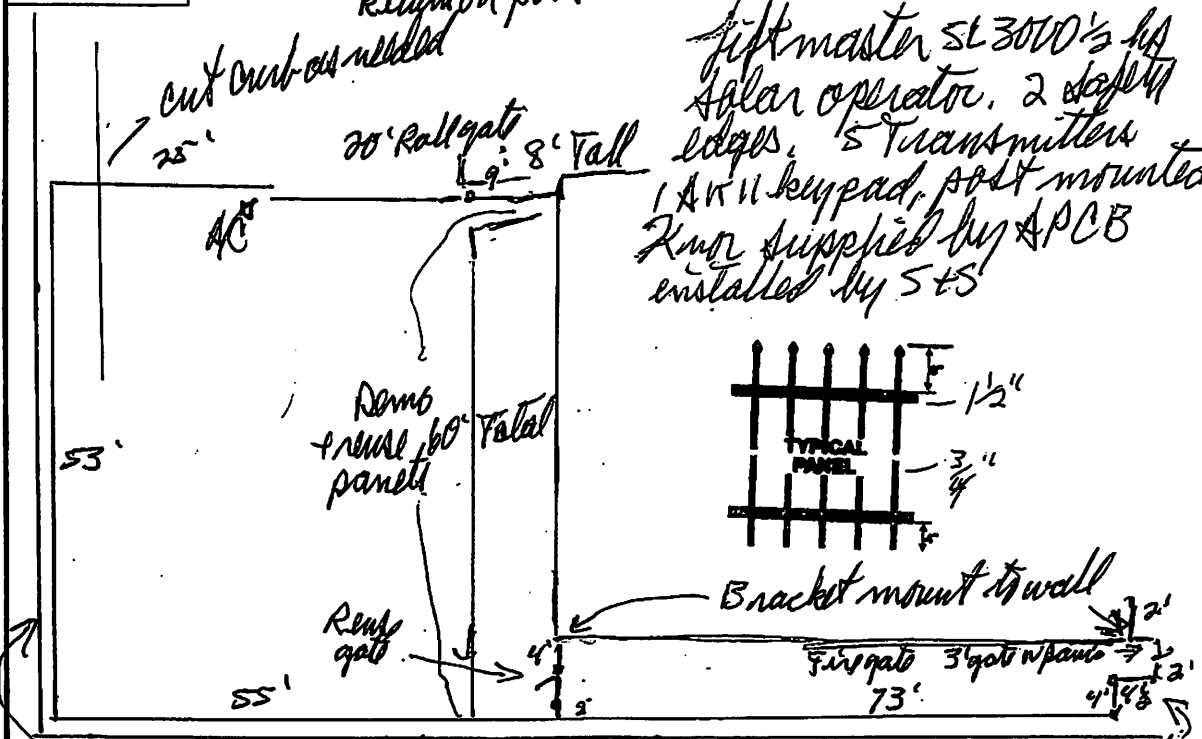
Billing Name _____ Billing Address _____

Comments: *any permits by APCB spread dirt along back bed area.*

Diagram: *12x12' concrete strip w/ track return on posts*

Gates/Locks/Hold Backs:
*Reusome panic gate
 1- walk gate w/ panic
 1- 20' Roll gate w/ solar operator*

NO 21109W



(E) wood to remain in irrigation system. Demo CL fence

***Progress Payments May Be Required**

We hereby propose to furnish labor and materials to complete in accordance with the above specifications, for the sum of: _____ dollars (\$ *47,150.00*) with payment to be made as follows:

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accident or delays beyond our control. This proposal subject to acceptance within _____ days and is void thereafter at the option of the undersigned. Terms of invoices are net 30 days. All bills not paid within 30 days will incur a 1.5% late charge. *If contract is not paid in full within 30 days property is subject to lien.

Date of Proposal *9-18-23* Authorized Signature *[Signature]*

ACCEPTANCE OF PROPOSAL

The above prices, specifications, payment terms and conditions are hereby accepted. S & S Fence Company is authorized to perform the work as described above. Upon acceptance of proposal, please sign and return white copy.

Signature _____ Date _____

Accepted this _____ day of _____

****Customer Please Note**** It is the responsibility of the customer to clearly mark sprinkler lines. Broken sprinkler lines not marked will be repaired at the expense of the customer. S & S Fencing will exercise caution to those areas marked.

ESTIMATE

Prepared For



Feather River Air Quality Management District
/ Chris
541 Washington Ave
Yuba City
(530) 324-6961

Cal Sierra Fence

4477 Pacific St
Rocklin, Ca 95677
Phone: (916) 315-9405
Email: tyler@calsierrafence.com
Web: www.calsierrafence.com

Estimate # 6333

Date 09/18/2023

Description

Rate

rear fence; 254'x6' heavy security fence/ spear top

\$18,640.00

Remove 7 panels and gate
Reuse 7 panels
1 1/2" rails, 3/4" pickets
2" posts
All joints welded and painted



3-walk gates. 2-push bar and one simple latch

\$6,984.00

1 1/2" frames, 3/4" pickets
Push/panic bar on two gates
Simple latch on gate at Rt corner



drive gate; 18' slide gate with operator	\$15,805.00
2" frame, 3/4" pickets	
4" guide and end posts	
Cut asphalt and pour concrete strip	
Bolt down V-track ground wheel guide	
Upper guide rollers	
Cute asphalt and pour 2'x2' concrete pad for operator	
LiftMaster CSW24VDC operator with 12 remotes	
Solar panel	
Knox key for fire dept	
Prompt to open and close	



labor; approx 7 workdays	\$6,600.00
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Subtotal	\$48,029.00
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Total	\$48,029.00

1) ONLY WORK WRITTEN ON CONTRACT WILL BE PERFORMED. ADDITIONAL ITEMS NOT STATED UNDER CONTRACT WILL BE SUBJECT TO ADDITIONAL CHARGES. All bids valid for 30 days only. Cal Sierra may cancel contract at any point in process. All bids subject to re-bidding at Cal Sierra's discretion. All jobs must be agreed upon by both parties prior to work by authorized signature from both parties on said agreement.

2) All methods of construction will be at Cal Sierra and fence industry standards. All building standards and practices are compliant based upon industry standards. Quality, materials, workmanship etc will be based on this industry. Any opinions or ideas for standards not in line with our industry must be communicated prior to signing and authorizing work. All deviations must be listed in written contract to cause a change in building practice or methods.

3) Payment is due on completion. Any payment not received on completion of project may be subject to 3% interest, unless other terms are agreed upon by Cal-Sierra Fence prior to project. Check or cash preferred. CC convenience add 3%.

4) Schedule is subject to frequent change due to typical construction delays.

5) Fence location will be determined by home or property owner. Cal Sierra does not assume responsibility for location issues, property pin locations, codes, permits, easements, and HOA regulations.

6) Any soil resistant to standard auger drilling and requiring hand/ bar/ jackhammer work will be billed extra at \$225 per hour. Underground lines damaged due to digging in requested area are not covered and may be subject to extra charges for repair.

7) Warranty is 1 year from install and will not cover lumber imperfections if they are consistent with grade. Cosmetics such as knots, warps, edge wane, rough edges, splits etc is common and not subject to replacement. Sound knots 3" or less are standard. Picket warping not to exceed 1 1/2". Posts and rail warp not to exceed 3 1/2". Colors will vary. Splits are acceptable unless 1/2" or greater. Painting causes excessive warping that is not covered.

8) Any damage during install that is common or unavoidable will be homeowners responsibility. Driveways, structures, plants, sprinklers, lawn decorations can be damaged during construction. Before contracted start date, all brush/shrubbery must be removed with at least a 2 ft radius on both sides of fence line. In addition, If items are left on fence or there are any building delays due to not following contract policy, you will be subject to additional charges.

9) gates and operators; all gates are warranted one year from install date. Gate operators have 30 day service warranty and 3-5 year parts warranty on most brands. Service calls after 30 days will be charged labor.

Feather River Air Quality Management District /
Chris

7512 Watson Way
Citrus Heights, Ca 95610
(916)725-4321 Phone / (916)728-4321 Fax
info@linmoorefencing.com
www.linmoorefencingsacramento.com

Date: 9/27/2023

Contract: Feather River Air Quality Management District
Phone: Christopher Brown @ 530-634-7659 x 203
Address: 641 Washington Avenue, Yuba City, CA

Description of the Project and Significant Materials: CONSTRUCTION CONTRACT

Tear out and haul away about 12' of fencing.

Install approximately 259' of 6' tall press point iron fencing as described below:

- 1 1/2" Top and bottom rails
- 3/4" Press point pickets spaced 3 7/8"
- 2 1/2" Posts set in concrete approximately every 8'

Relocate approximately 25' of iron fencing including panic gate panic gate.
Replace with 2 1/2" posts

Includes:

- 1 new panic gate:
 - 1 1/2" frame with 3/4" Square top pickets
 - 3" posts set approximately 2-3' deep
 - To be equipped with Von Duprin 22 Series Exit Devices, Transom with hydraulic closer, keyed handle and screened with expanded metal to prevent reach through
 - 12" bottom kick plate for ADA compliance
 - 2 - Knox Boxes for emergency services access
- 1 - 20' single slide gate: 2" frame with 3/4" pickets spaced at 3 7/8" and screen with expanded metal to prevent scissoring.
Full plugged V Track
- 1 - single slide gate operator (solar)
Click to open / click to close (Opens and closes with remotes only)
- 3 Remotes
- Photo eyes for safety
- 2 - Wireless Keypads (inside and outside of gate)
- 1 - Knox Switch for emergency services
- Concrete operator pad

Powder coat: Black

**DUE TO FREQUENT HIGH PRICE INCREASES ON MATERILAS, ALL CONTRACT PRICING IS ONLY GOOD FOR 10 DAYS.
CONTRACT MUST BE SIGNED WITHIN THE 10 DAY PERIOD SO WE CAN ORDER MATERIAL AND HONOR OUR PROPOSAL PRICE**

Exclusions: (1) Building permits obtained by property owner. (2) Contractor is not responsible for locating property lines, unmarked underground utilities, foundations, or other structures.

Contractor will furnish all labor, materials, equipment, supervision and contract administration complete in accordance with above specifications.

Contract Price: General Contractor shall pay Linmoore Fencing & Iron Works, Inc. the fixed sum of
\$ Fifty-Two Thousand Eight Hundred Forty Dollars 00/100' \$52,840.00

For the work performed under this contract, subject to additions and deductions pursuant to change orders agreed upon by both parties. Payment Terms: PAID IN FULL UPON COMPLETION

Start and completion date of project are subject to size and scope of work to be performed and may vary.

Acceptance of Proposal- The above prices, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

I AGREE TO ALL TERMS ON THIS PAGE AS WELL AS THE SECOND AND THIRD PAGE OF THE CONTRACT ATTACHED

Date
Jay Linstroth, Linmoore Fencing & Iron Works, Inc.

Date
Home Owner / General Contractor / Authorized Representative



LINMOORE FENCING and Iron Works Inc.

Lic. #711703

7512 Watson Way
Citrus Heights, Ca 95610
(916)725-4321 Phone / (916)728-4321 Fax
info@linmoorefencing.com
www.linmoorefencingsacramento.com

CONTRACT PAGE 2 OF 3 - NOTICES AND DISCLOSURES / CONTRACTORS STATE LICENSE BOARD

You are entitled to a completely filled in copy of this contract, signed by both you and Linmoore Fencing & Iron Works, Inc., before any work may be started.

Extra work and change orders become part of the contract once the order is prepared in writing and signed by the parties prior to the commencement of any work covered by the new change order. The order must describe the scope of the extra work or change, the cost to be added or subtracted from the contract, and the effect the order will have on the schedule of progress payments. The extra work or change order is not enforceable against you unless the change order identifies the scope of work encompassed by the order, the amount to be added or subtracted and the effect the order will make in the progress payments or completion date. Linmoore Fencing & Iron Works, Inc.'s failure to comply with the requirements of this paragraph does not preclude the recovery of compensation for work performed based upon legal or equitable remedies designed to prevent unjust enrichment. **Linmoore Fencing & Iron Works, Inc. is not required to perform additional work of changes without written approval in a change order before any of the new work is started.**

Linmoore Fencing & Iron Works, Inc. carries commercial general liability insurance written by Foothill Valley Insurance. You may call Foothill Valley Insurance at (916) 773-4560 to check coverage. Linmoore Fencing & Iron Works, Inc. carries workers' compensation insurance for all employees.

Anyone who helps improve your property, but who is not paid, may record a mechanics' lien on your property. A mechanics' lien is a claim, like a mortgage or home equity loan, made against your property and recorded with the county recorder. For information about preventing liens, visit CSLB's website at www.cslb.ca.gov or call CSLB at 1-800-321-2752.

CSLB is the state consumer protection agency that licenses and regulates construction contractors. Contact CSLB for information about the licensed contractor you are considering, including information about disclosable complaints, disciplinary actions and civil judgments that are reported to CSLB. **Use only licensed contractors.** If you file a complaint against a licensed contractor within the legal deadline (usually four years), CSLB has authority to investigate the complaint. If you use an unlicensed contractor, CSLB may not be able to help you resolve your complaint. Your only remedy may be in civil court, and you may be liable for damages arising out of any injuries to the unlicensed contractor or the unlicensed contractor's employees. For more information please visit www.cslb.ca.gov, call 1-800-321-2752 or write to P.O. Box 26000, Sacramento, CA 95826.

Notice of Three Day Right to Cancel: The law requires that Linmoore Fencing & Iron Works, Inc. provides a notice explaining your right to cancel. You have the right to cancel this contract within three business days of signing. You may cancel by e-mailing, mailing, faxing, or delivering a written notice. Linmoore Fencing & Iron Works, Inc. must receive all notices by midnight of the third business day. Please include your name, your address, and the contract cancellation date. **Upon cancellation, a 10% balance of the previously contracted amount will remain due for administrative fees and material restocking fees.** Linmoore Fencing & Iron Works, Inc. must return any payments exceeding the 10% fee within 10 business days of receiving the cancellation notice. As property owner or general contractor, you must make any materials or products provided available to Linmoore Fencing & Iron Works, Inc. Any goods delivered to you under this contract must be at the contracted residence, in equally good condition as you received it. Alternatively, if you wish to comply with Linmoore Fencing & Iron Works, Inc.'s instructions on how to return the goods, you may do so at your own expense and risk. If you make the goods available to Linmoore Fencing & Iron Works, Inc. and we do not pick them up within 20 days of the date of your notice, you may keep them without any further obligation. If you fail to make the goods available, or if you agree to return the goods and fail to do so, then you remain liable for performance of all obligations under the contract.

Date _____
Jay Linstroth, Linmoore Fencing & Iron Works, Inc.

Date _____
Home Owner / General Contractor / Authorized Representative

I have received and understand the Notice of the Three-Day Right to Cancel.

7512 Watson Way

Citrus Heights, Ca 95610

(916)725-4321 Phone / (916)728-4321 Fax

info@linmoorefencing.comwww.linmoorefencingsacramento.com**CONTRACT PAGE 3 OF 3 - NOTICES AND DISCLOSURES / LINMOORE FENCING & IRON WORKS, INC.**

All property lines must be properly marked by owner. Linmoore Fencing and Iron Works, Inc. is not responsible for property lines. An additional fee will result as "loss of labor wage" if delay of work is caused by unclear/unmarked property lines, incomplete grading/trenching, and any other unforeseen delays. Total footage measurements include gate openings (jobs are measured through gates). Exact fence/gate placement to be determined by homeowner or general contractor on first day of installation with installer. Linmoore Fencing and Iron Works, Inc. is not responsible for incorrect fence placement or code violations due to property lines, landscaping, pool placement, etc. Ground must be graded properly and prepared for work to include, but not limited to, level ground, open trenches, knowledge and marking of: location of sprinklers, pool piping, underground electrical, gas and phone lines. It is the owner's responsibility to locate and mark such items to avoid damage during planned work. Linmoore Fencing and Iron Works, Inc. is not responsible for underground utilities. **All underground utilities can be marked by USA, please call 1-800-227-2600 to request marking as needed. If underground sprinkler piping is damaged due to post setting or fencing work, sprinklers can be repaired for a material charge and labor fee of \$105 an hour as applicable. Any schedule delays must be presented to Linmoore Fencing & Iron Works, Inc. at least 24 hours in advance.** A no show, or cancellation fee of \$150.00 may be applied if 24 hour notice is not given.

Jack hammering, core drilling, or asphalt/concrete cutting may be an additional cost unforeseen in original scope of work. If jack hammering, core drilling or cutting of asphalt/concrete is required to set posts, an hourly fee of \$105 per hour will apply. Typical post setting spacing is approximately every 8 to 10 ft, if additional posts are required to tie in to existing fencing or due to excessive starts and stops for obstructions in fence line, an additional fee will be applicable. Trees and shrubs should be trimmed/removed from work areas; if fencing lines cannot be accessed due to excess foliage owner may be billed at \$105 per hour for trimming/removal.

Concrete and/ or custom concrete applications such as coloring and/ or stamping should be cured for at least 24 hours prior to fencing/railing installations in these areas. Custom decking sealants should be disclosed to Linmoore Fencing and Iron Works, Inc. for proper installation and integrity of fencing/ railing installation.

Linmoore Fencing and Iron Works, Inc. is not responsible for running electrical to gate operators. Linmoore Fencing and Iron Works, Inc. can run low voltage wiring from electrical source to operator within 100'.

Linmoore Fencing and Iron Works, Inc. is not responsible/ liable for improper backing and/ or no backing behind walls, columns, etc. If improper backing or no backing exists an additional fee may be applied for custom fabrication of plates, etc. to ensure stable installation. In the instance of improper/ no backing one year warranty does not apply. Uneven surfaces for connection of fencing/railing such as stucco, stone, etc. may cause an additional fee for custom fabrication to ensure proper installation and building code requirements to satisfy proper picket spacing, etc.

Rust may occur on powder coated metal work, and /or weld joints. Any onsite welds will be touched up with touch up paint. Every effort will be made to match powder coating to touch up paint as best possible. In certain cases, an exact match is not guaranteed. Touch up paint may fade near weld joints. Touch up maintenance may be necessary and is the responsibility of the homeowner after the installation has been completed. **Linmoore Fencing and Iron Works, Inc. is not responsible for touch up maintenance after 1 year warranty period.** Feel free to ask any of our representatives for maintenance tips. Some custom powder coat colors may require a faux finish touch up, which is the responsibility of the homeowner. Linmoore Fencing and Iron Works, Inc. can refer clients to a licensed faux finish artist but is not responsible for any fees associated with said artist.

Linmoore Fencing and Iron Works, Inc. is not responsible for pulling permits pertaining to the owner's property. Linmoore Fencing and Iron Works, Inc. will perform work as laid out by property owner. **Permits and disclosure of all rules by Homeowner's Association, Private RCC, residential and commercial building codes etc. pertaining to this proposal is the owner's responsibility;** said rules (if any) must be submitted to Linmoore Fencing and Iron Works, Inc. Submittal of plan specifications to fire marshal, if necessary, is the sole responsibility of the Owner. Owner is responsible for any and all costs that may result because these said rules are not submitted to Linmoore Fencing and Iron Works, Inc.

Negotiations with Installers are unacceptable. Only give payment to Installation staff for completed work if instructed to do so by one the Office staff. Generally, an invoice will be generated and mailing of payment is preferred. Linmoore Fencing and Iron Works, Inc. accepts cash, check, or money order for payment methods. **Credit card processing is not available at this time.**

Conflicts with scheduling may arise due to circumstances beyond our control, Linmoore Fencing and Iron Works, Inc. will do everything possible to accommodate for any situation to insure timely installation. Linmoore Fencing and Iron Works, Inc. recommends that inspections, if necessary, are not scheduled until all work is completed.

Pets must be in an enclosed area and are to remain away from jobsite and installers during work. Linmoore Fencing and Iron Works, Inc. is not responsible for owner's pets.

Date

Jay Linstroth, Linmoore Fencing & Iron Works, Inc.

Date

Home Owner / General Contractor / Authorized Representative