

Agenda Item No: CA-f

Meeting Date: April 10, 2023

Subject: Approval of Resolution 23-32, approving an Agreement in an amount not to exceed \$5,000, to Gregory Electric, Inc to install power for ADA compliant doorway openers for City Hall entrance, City Hall public bathroom and the Police Department entrance.

Background: The City of Dacono is upgrading it's facilities to be compliant with the Americans with Disabilities Act.

Recommended Action: Staff is recommending approval of Resolution 23-32.

RESOLUTION NO. 23-32

**A RESOLUTION APPROVING AN AGREEMENT WITH
GREGORY ELECTRIC, INC. FOR
ELECTRICAL SERVICES**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DACONO,
COLORADO:**

Section 1. The Agreement by and between the City of Dacono and Gregory Electric, Inc. is hereby approved in essentially the same form as the copy of such Agreement accompanying this resolution.

Section 2. The Mayor is hereby authorized to execute the Agreement. The City Council further authorizes the Mayor to negotiate and approve on behalf of the City such revisions to the Agreement as the Mayor and City Attorney's Office determines are necessary or desirable for the protection of the City, so long as the essential terms and conditions of the Agreement are not altered.

INTRODUCED, READ, and ADOPTED this 10th day of April, 2023.

CITY OF DACONO, COLORADO

Adam Morehead, Mayor

ATTEST:

Valerie Taylor, City Clerk

Proposal

Proposal ID: 48189

3317 North Lincoln Avenue
Loveland, CO 80538
www.gregoryelectricinc.com
CO EC #2987



Loveland (970) 669-7609
Ft. Collins (970) 224-3242
Fax (970) 663-7132
service@gregoryelectricinc.com

BILL TO City of Dacono		PHONE 303.833.2317 x 132	DATE 2/23/2023
BILLING STREET 512 Cherry Avenue		JOB NAME Door Opener Power	
BILLING CITY, STATE and ZIP CODE Dacono, CO 80514		JOB LOCATION (same)	
CONTACT Bobby Redd, Public Works Director		EMAIL BRedd@CityofDacono.com	JOB PHONE (same)

SCOPE OF WORK:

- Remove exit signs and reinstall same around City Hall entrance to allow others to work on doors.
- Furnish and install one 120V 20A branch circuit from panel in City Hall office area to entry, installed as MC cable above suspended ceilings and fished above hard lids / through attic spaces as needed.
- Electrically connect three door openers and one power supply in City Hall entrance.
- Relocate exit sign power above Police Department (PD) main entrance to ceiling. Furnish and install new exit sign.
- Electrically connect PD door opener using existing circuit in same space.
- Furnish and install branch circuit extension from receptacle on circuit NLB-26 to two door openers in bathrooms in Annex. Electrically connect two door openers.
- Excludes wiring from openers to push buttons.
- Excludes repairs to drywall as per Part II (B) of this proposal.
- Excludes any relevant cost increases due to ongoing systemic economic increases, and some materials may require unusual lead times.

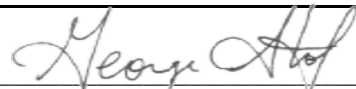
We Propose hereby to furnish material and labor - complete in accordance with above specifications and the conditions described on second page of this proposal, for the sum of: \$ 4,360.00

Payment to be made as follows:

Progress Billing Weekly / Balance Upon Completion

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, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are covered by Workman's Compensation Insurance.

Authorized
Signature _____


George Stolz, Service Manager, VP

Note: This proposal may be withdrawn by us if not accepted within 30 days.

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

Signature _____

Date of Acceptance: _____

Print/Title _____

Service Department Standard Contract Terms, Policies and Procedures

I. STANDARD INCLUSIONS.

- A. Sales Tax per jobsite address.
- B. One year warranty on labor and material furnished by Gregory Electric Inc. as per Part XIII.
- C. Force majeure clauses for material shortages and delays.

II. STANDARD EXCLUSIONS. (For deviations from these standard exclusions, please contact for revision to Scope of Work). Unless specifically noted in Scope of Work, this proposal excludes the following:

- A. Permit - Electrical, Sign, General Construction, Fire Alarm, or other.
- B. Surface Finishes: Patching, texture, paint or similar repairs to brick, stone, siding, drywall, and similar finishes.
- C. Repairs to landscaping, concrete, trees, vegetation, surface cover, driveways, sidewalks and similar.
- D. Disposal
 - 1. Of boxes, packing materials and the like generated in the execution of work.
 - 2. Of removed light fixtures, ballasts, and lamps.
 - 3. Of other removed equipment.
 - 4. Suitable location for waste shall be furnished by others on site.
- E. Trenching, backfill and compaction excluded unless specified in Scope of Work. If trenching is included in Scope, the following apply:
 - 1. Excludes compaction beyond wheel roll compaction.
 - 2. Excludes trenching through stone or rock.
 - 3. Excludes private systems as follows:
 - a. Repairs of any system not located in a standard public locate request.
 - b. Private locates of any system not located in a public locate request.
(Informational Note: Examples of private systems include sprinkler water lines, sprinkler controls, privately owned gas, water, and power systems)
- F. Directional Boring. If specifically included in Scope, then (E) above applies.
- G. Scissor or boom lift / ICRA Cart / Similar specialized equipment
- H. Work outside the hours of 7am-4pm.
- I. Performance Bond.
- J. Utility company charges, including disconnect / reconnect fees.
- K. EE stamped drawings / Fire Alarm Drawings / Ladder Diagrams / One-Line Schematics
- L. Low Voltage (0 - 120 Volt) including Control, Telephone, Data, Fire Alarm, CATV, CCTV, Sound, Paging, Security, Access, Card Reader - whether cabling, equipment or installation.
- M. Concrete cutting, removal, patching or core drilling.
- N. Roof patching, sealing, or related ancillary equipment.
- O. Lighting Fixtures
 - 1. Furnishing, or verifying suitability of furnished fixtures for the project.
 - 2. Excess of 1/2-hour labor of fixture assembly for fixtures furnished by others.
 - 3. Cleaning, rewiring, lamping or relamping
 - 4. Replacement of any existing / reused / relocated / reinstalled light fixtures
 - 5. Warranty labor or materials for fixtures furnished by others
 - 6. Warranty boom or scissor lift rental regardless of fixture supplier
- P. Access Panel Furnish or Installation
- Q. Emergency Radio Amplification testing, equipment or power
- R. Arc Flash / Arc Fault Study calculations, reports, labels, corrections
- S. Generator / UPS systems
- T. Davis-Bacon Wages / Prevailing wages.
- U. Submittals, Operation & Maintenance Materials, Owner Training, Coordination Meetings, Specifications, and similar administrative activities, electronically or otherwise.
- V. Temporary Power & Lighting
- W. Fire-stopping or draft-stopping materials and labor
- X. Fees for background checks and similar activities required by owner.

III. TERMS OF PAYMENT.

- A. Proposal amount shall be collected in full at completion of Scope of Work, and will not be converted to a time-and-materials work order during or after execution of the Scope.
- B. Customer shall be billed weekly unless otherwise noted. Contractor, at its discretion, may require monthly progress payments for services requiring more than thirty (30) days to complete. Terms of payment are net 30 days from date of Contractor's invoice.
- C. Customer shall be liable for all expenses, including attorneys' fees, relating to the collection of past due amounts. If any payment owed to Contractor is not paid when due, it shall bear interest, at a rate to be determined by Contractor, which shall not exceed the maximum rate permitted by law, from the date on which it is due until it is paid. Contractor may preserve its interests in payment by enforcing any applicable mechanic's, construction or similar lien rights. Unconditional lien waivers will not be submitted to Customer until balance due is paid in full.
- D. Credit card payments may be subjected to an additional 3% fee above contract amount.

IV. SITE ACCESS. Site access will be provided to complete scope of work. Delays due to locked gates, doors, scheduling errors shall be billed as a Change Order.

V. MOBILIZATION. This proposal includes a limited amount of mobilizations that result in the most cost effective and efficient execution of the project. Any additional mobilizations, or additional trips requested by the customer will incur additional mobilization charges. Cancellations after 7am on the day work is to be performed may result in trip charges.

VI. ASSIGNMENT. This proposal is to the party listed and may not be assigned to a third party. Please contact for revision in the event the proposal needs to be reassigned. This agreement constitutes the entire agreement between parties. The party listed in the "Bill To" portion of the proposal is responsible for payment.

VII. PERFORMANCE. Gregory Electric Inc. agrees that where a written construction schedule is provided with the signing of this proposal and fails to comply with said schedule, Gregory Electric Inc. shall pay all overtime costs necessary to complete construction in a timely manner. If a written construction schedule is not provided with the signing of this proposal, Gregory Electric Inc. shall not pay for any overtime to complete project and any overtime required shall be considered an extra. Authorization shall be required according to CHANGES AND EXTRAS referred to below. Reasonable time shall be given to Gregory Electric Inc. to complete each phase of the electrical job.

VIII. MATERIALS AND EQUIPMENT. All material and equipment shall be as warranted by the manufacturer and will be installed in a manner consistent with standard practices at this time. It is agreed that title to all material required (for the purpose of this proposal) to remain the property of Gregory Electric Inc. until paid in full. It is understood that Gregory Electric Inc. shall have the authorization to enter upon owner/contractor property for the purpose of repossessing material and equipment whether or not installed without liability to owner/contractor for trespass or any other reason.

IX. CHANGE ORDERS. Any deviation, alteration or changes from this proposal will be executed only on receipt of written request and authorization. Said charges shall in no way affect or make void the proposal. Charges for changes or modification to this proposal will be based on the standard shop labor rate. This labor rate includes labor, labor benefits, supervision, overhead, warranty, and other cost. Material shall be charged at contractor's list price.

X. NATIONAL AND LOCAL CODES: Electrical installation shall meet the National Electrical Code adopted by the State of Colorado. Errors and/or omissions in design by the designer, architect and/or engineer are not the responsibility of Gregory Electric Inc. Any additional outlets, wiring, fixtures, equipment, etc. not indicated on plans and specifications that are required by Code or other (i.e., Inspectors) shall not be part of this proposal.

XI. FIXTURES AND EQUIPMENT SUPPLIED BY OTHERS. If applicable, price includes the installation of fixtures furnished by others provided fixtures are on jobsite at time of electrical trim out. Fixtures supplied by others shall be assembled, pre-whipped, and pre-lamped. Electrical Contractor shall not be responsible for fixtures and equipment supplied by others. Losses due to theft, damage, vandalism, etc. are not the responsibility of Gregory Electric Inc. Fixtures and equipment must be stored by others.

XII. TRENCHES FURNISHED BY OTHERS are to be 24" deep from grade to top of pipe, continuous, as straight as possible and conform to all requirements of trenches and raceways in the National Electric Code.

XIII. WARRANTY.

- A. Warranties shall apply exclusively to the electrical installation of the material, fixtures, equipment, and other items supplied by the electrical contractor.
- B. Warranty shall commence from the substantial completion date for a maximum period of one (1) year.
- C. Warranty or service will not be performed if any payments according to this proposal become past due including change orders.
- D. Warranty shall not apply to equipment on load side of premises wiring system.
- E. Three-phase equipment shall be bump-tested to verify rotation as applicable. Equipment furnished by others shall be plainly marked to permit performance of bump-test, and shall be capable of withstanding bump-test. Warranty does not cover equipment that is not plainly marked.
- F. LED Fixtures furnished by Gregory Electric Inc. will be warranted for one year in house. No guarantee of suitable manufacturer replacement components or fixtures expressed or implied after substantial date of completion due to the evolving nature of the technology. Manufacturer warranties extending beyond the one-year period shall be addressed directly to the manufacturer by customer.
- G. Warranty work will be executed at first available opportunity. On-Call requests will be billed at standard On-Call rates.