

Council Business Meeting

May 7, 2019

Agenda Item	Approval of a Contract for Phase 2 of the Lock and Key Replacement Program	
From	Scott Fleury P.E. Chance Metcalf	Deputy Public Works Director Project Manager
Contact	scott.fleury@ashland.or.us chance.metcalf@ashland.or.us	541-552-2412 541-552-2448

SUMMARY

Before the Council is a goods and services contract with Chown Hardware in the amount of \$167,499 for Phase Two of the Comprehensive Lock and Key Replacement Program for the City's facilities. The contract includes the physical lock and key equipment purchases along with site specific installation. The project was originally solicited through a Request for Proposal (RFP) as a two-phased project. The Phase One scope consisted of the design of a lock and key hierarchy system for all City facilities and associated equipment costing. Phase Two is the actual equipment purchase and installation of the lock hardware.

POLICIES, PLANS & GOALS SUPPORTED

City Council Goals (applicable to this project):

Goal 1: Develop current and long-term budgetary resilience

- Continue to improve the budget process: transparency, rigor, innovation, community involvement, and collaboration
- Evaluate revenue streams

Goal 2: Analyze City departments/programs to gain efficiencies, reduce costs and improve services

- Implement a cost recovery plan and analysis for each department that coincides with the annual review of fees and charges and revenues
- Evaluate and communicate street program timelines and funding security

Maintain Essential Services

Department Goals:

- Maintain existing infrastructure to meet regulatory requirements and minimize life-cycle costs
- Deliver timely life cycle capital improvement projects
- Maintain and improve infrastructure that enhances the economic vitality of the community
- Evaluate all city infrastructure regarding planning management and financial resources

PREVIOUS COUNCIL ACTION

The City Council previously approved a budget amount of \$180,000 within the current 2017-19 biennial budget for the Lock & Key Replacement program.

The City Council previously approved a contract with Chown Hardware for \$20,270 for Phase One of the Lock and Key Replacement program at the [November 5, 2018 Business Meeting](#).

BACKGROUND AND ADDITIONAL INFORMATION

During the biennial budget process Public Works/Facilities recommended a project to develop a comprehensive lock and key replacement program. Over the years a hodgepodge of locks has been inserted into City facilities with no formal tracking program to determine keys assigned to individual employees. Often, after an employee leaves the City, keys are "handed down" or turned over to a supervisor, but there is no formal tracking program

for this transition. As such, there may be numerous keys to all City facilities in the hands of people no longer working for the City.

The program for comprehensive replacement of locks and keys is structured in two phases. The first phase includes the design of a lock and key hierarchy for all City facilities, and the expansion of the existing electronic key-card lock system. The second phase builds upon the selection of a lock and key hierarchy and includes the purchase and installation of new mechanical and electronic locks and the management of keys for employees.

An important deliverable of Phase One was an estimate of costs for mechanical lock replacement and electronic lock expansion. Phase One has been completed on time and under budget.

Prior to engaging in contract negotiations for Phase Two, staff realized that the cost to expand the electronic lock system could exceed the budget for the project. To assist with development of the Phase Two scope of work, staff developed a priority list of facilities slated for electronic lock improvements. Due to budget constraints, certain facilities had to be removed from the electronic lock expansion plan, including North Mountain Shop, Service Center, Grove, Water Treatment Plant gate, and Wastewater Treatment Plant gate. Because electronic locks are a significant factor for ensuring secure ingress/egress and access control, the buildings that were removed from the Phase Two scope will be retrofitted with electronic locks as a separate project in the next budget cycle.

FISCAL IMPACTS

Funds in the amount of \$180,000 were allocated within the insurance fund for the lock and key program. Phase One has been completed at \$18,025 leaving roughly \$162,000 to complete Phase Two. Phase Two of the contract with Chown Hardware is in the amount of \$167,499. Soft costs will include staff project management and coordination along with facilities staff labor during the hardware installation phase, which is expected to last approximately one (1) week for the keyed lock changeover.

STAFF RECOMMENDATION

Staff recommends approval of the Phase Two contract with Chown Hardware to ensure security of City facilities.

ACTIONS, OPTIONS & POTENTIAL MOTIONS

1. I move to approve a goods and services contract with Chown Hardware in the amount of \$167,499 for Phase Two of the lock and key replacement program.
2. I recommend Council direct staff to make changes in [...specify areas...] and come back with a different proposal.
3. I recommend disapproval of this contract.

REFERENCES & ATTACHMENTS

- Attachment 1: Goods and Services Contract-Chown Hardware
- Attachment 2: Phase Two Itemized Cost Breakdown Sheet

GOODS & SERVICES AGREEMENT

CITY OF ASHLAND

20 East Main Street
Ashland, Oregon 97520
Telephone: 541/488-5587
Fax: 541/488-6006

PROVIDER: Chown Hardware

PROVIDER'S CONTACT: Steve Brown

ADDRESS: 333 NW 16th Avenue
Portland, OR 97209

PHONE: 503-243-6500

This Goods and Services Agreement (hereinafter "Agreement") is entered into by and between the City of Ashland, an Oregon municipal corporation (hereinafter "City") and Chown Hardware, assumed business name of Chown, Inc., a domestic business corporation ("hereinafter "Provider"), for the City's Project #2018-16, Comprehensive Key and Lock Replacement Program – Phase Two.

1. PROVIDER'S OBLIGATIONS

- 1.1 Provide all equipment including, but not limited to, key cylinders, cores, pinning, and mechanical and electrified hardware (hereinafter collectively referred to as "Goods"), and installation services for the City's Project #2018-16, Comprehensive Key and Lock Replacement Program – Phase Two as set forth in the "SUPPORTING DOCUMENTS" attached hereto and, by this reference, incorporated herein. Provider expressly acknowledges that time is of the essence of any completion date set forth in the SUPPORTING DOCUMENTS and that no waiver or extension of such deadline may be authorized except in the same manner as herein provided for authority to exceed the maximum compensation. The Goods and services defined and described in the "SUPPORTING DOCUMENTS" shall hereinafter be collectively referred to as the "Work."
- 1.2 Provider shall obtain and maintain during the term of this Agreement and until City's final acceptance of all Work received hereunder, a policy or policies of liability insurance including commercial general liability insurance with a combined single limit, or the equivalent, of not less than \$2,000,000 (two million dollars) per occurrence for Bodily Injury, Death, and Property Damage.
 - 1.2.1 The insurance required in this Article shall include the following coverages:
 - Comprehensive General or Commercial General Liability, including personal injury, contractual liability, and products/completed operations coverage; and
 - Automobile Liability.
 - 1.2.2 Each policy of such insurance shall be on an "occurrence" and not a "claims made" form, and shall:
 - Name as additional insured "the City of Ashland, Oregon, its officers, agents and employees" with respect to claims arising out of the provision of Work under this Agreement;
 - Apply to each named and additional named insured as though a separate policy had been issued to each, provided that the policy limits shall not be increased thereby;
 - Apply as primary coverage for each additional named insured except to the extent that two or more such policies are intended to "layer" coverage and, taken together, they provide total coverage from the first dollar of liability;
 - Provider shall immediately notify the City of any change in insurance coverage

- Provider shall supply an endorsement naming the City, its officers, agents, and employees as additional insureds by the Effective Date of this Agreement; and
- Be evidenced by a certificate or certificates of such insurance approved by the City.

1.3 All subject employers working under this Agreement are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126. As evidence of the insurance required by this Agreement, the Provider shall furnish an acceptable insurance certificate prior to commencing any Work under this Agreement.

1.4 Provider agrees that no person shall, on the grounds of race, color, religion, creed, sex, marital status, familial status or domestic partnership, national origin, age, mental or physical disability, sexual orientation, gender identity or source of income, suffer discrimination in the performance of this Agreement when employed by Provider. Provider agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Further, Provider agrees not to discriminate against a disadvantaged business enterprise, minority-owned business, woman-owned business, a business that a service-disabled veteran owns or an emerging small business enterprise certified under ORS 200.055, in awarding subcontracts as required by ORS 279A.110.

1.5 In all solicitations either by competitive bidding or negotiation made by Provider for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Providers of the Provider's obligations under this Agreement and Title VI of the Civil Rights Act of 1964 and other federal nondiscrimination laws.

2. CITY'S OBLIGATIONS

2.1 City shall pay Provider the sum of \$167,499.00 (one hundred sixty-seven thousand four hundred and ninety-nine dollars) as provided herein as full compensation for the Work as specified in the SUPPORTING DOCUMENTS.

2.2 In no event shall Provider's total of all compensation and reimbursement under this Agreement exceed the sum of \$167,499.00 (one hundred sixty-seven thousand four hundred and ninety-nine dollars) without express, written approval from the City official whose signature appears below, or such official's successor in office. Provider expressly acknowledges that no other person has authority to order or authorize additional Work which would cause this maximum sum to be exceeded and that any authorization from the responsible official must be in writing. Provider further acknowledges that any Work delivered or expenses incurred without authorization as provided herein is done at Provider's own risk and as a volunteer without expectation of compensation or reimbursement.

3. GENERAL PROVISIONS

3.1 This is a non-exclusive Agreement. City is not obligated to procure any specific amount of Work from Provider and is free to procure similar types of goods and services from other providers in its sole discretion.

3.2 Provider is an independent contractor and not an employee or agent of the City for any purpose.

3.3 Provider is not entitled to, and expressly waives all claims to City benefits such as health and disability insurance, paid leave, and retirement.

3.4 This Agreement embodies the full and complete understanding of the parties respecting the subject matter hereof. It supersedes all prior agreements, negotiations, and representations between the parties, whether written or oral.

- 3.5 This Agreement may be amended only by written instrument executed with the same formalities as this Agreement.
- 3.6 The following laws of the State of Oregon are hereby incorporated by reference into this Agreement: ORS 279B.220, 279B.230 and 279B.235.
- 3.7 This Agreement shall be governed by the laws of the State of Oregon without regard to conflict of laws principles. Exclusive venue for litigation of any action arising under this Agreement shall be in the Circuit Court of the State of Oregon for Jackson County unless exclusive jurisdiction is in federal court, in which case exclusive venue shall be in the federal district court for the district of Oregon. Each party expressly waives any and all rights to maintain an action under this Agreement in any other venue, and expressly consents that, upon motion of the other party, any case may be dismissed or its venue transferred, as appropriate, so as to effectuate this choice of venue.
- 3.8 Provider shall defend, save, hold harmless and indemnify the City and its officers, employees and agents from and against any and all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature resulting from, arising out of, or relating to the activities of Provider or its officers, employees, contractors, or agents under this Agreement.
- 3.9 Neither party to this Agreement shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's officers, employees or agents.
- 3.10 If any provision of this Agreement is found by a court of competent jurisdiction to be unenforceable, such provision shall not affect the other provisions, but such unenforceable provision shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest extent permitted the intent of Provider and the City set forth in this Agreement.
- 3.11 Deliveries will be F.O.B destination. Provider shall pay all transportation and handling charges for the Goods. Provider is responsible and liable for loss or damage until final inspection and acceptance of the Goods by the City. Provider remains liable for latent defects, fraud, and warranties.
- 3.12 The City may inspect and test the Goods. The City may reject non-conforming Goods and require Provider to correct them without charge or deliver them at a reduced price, as negotiated. If Provider does not cure any defects within a reasonable time, the City may reject the Goods and cancel this Agreement in whole or in part. This paragraph does not affect or limit the City's rights, including its rights under the Uniform Commercial Code, ORS Chapter 72 (UCC).
- 3.13 Provider represents and warrants that the Goods are new, current, and fully warranted by the manufacturer. Delivered Goods will comply with SUPPORTING DOCUMENTS and be free from defects in labor, material and manufacture. Provider shall transfer all warranties to the City.

4. SUPPORTING DOCUMENTS

- 4.1 The following documents are, by this reference, expressly incorporated in this Agreement, and are collectively referred to in this Agreement as the "SUPPORTING DOCUMENTS:"
- The City's written Request for Proposals for Project #2018-16, Comprehensive Key and Lock Replacement Program issued August 2018.
 - The Provider's complete written Proposal #849780 dated March 21, 2019.

- The Provider's complete written Proposal #849431/832176 dated March 14, 2019.
- The Provider's complete written Proposal #849773 dated March 14, 2019.
- The Provider's complete written Proposal #849774 dated March 14, 2019.
- The Provider's complete written Proposal #849775 dated March 14, 2019.
- The Provider's complete written Proposal #849777 dated March 14, 2019.
- The Provider's complete written Proposal #849778 dated March 14, 2019.

4.2 This Agreement and the SUPPORTING DOCUMENTS shall be construed to be mutually complimentary and supplementary wherever possible. In the event of a conflict which cannot be so resolved, the provisions of this Agreement itself shall control over any conflicting provisions in any of the SUPPORTING DOCUMENTS. In the event of conflict between provisions of two of the SUPPORTING DOCUMENTS, the several supporting documents shall be given precedence in the order listed in Article 4.1.

5. REMEDIES

- 5.1 In the event Provider is in default of this Agreement, City may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to:
- 5.1.1 Termination of this Agreement;
 - 5.1.2 Withholding all monies due for the Work that Provider has failed to deliver within any scheduled completion dates or any Work that have been delivered inadequately or defectively;
 - 5.1.3 Initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief;
 - 5.1.4 These remedies are cumulative to the extent the remedies are not inconsistent, and City may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.
- 5.2 In no event shall City be liable to Provider for any expenses related to termination of this Agreement or for anticipated profits. If previous amounts paid to Provider exceed the amount due, Provider shall pay immediately any excess to City upon written demand provided.

6. TERM AND TERMINATION

6.1 Term

This Agreement shall be effective from the date of execution on behalf of the City as set forth below (the "Effective Date") and shall continue in full force and effect until July 31, 2019, unless sooner terminated as provided in Subsection 6.2.

6.2 Termination

- 6.2.1 The City and Provider may terminate this Agreement by mutual agreement at any time.
- 6.2.2 The City may, upon not less than thirty (30) days' prior written notice, terminate this Agreement for any reason deemed appropriate in its sole discretion.
- 6.2.3 Either party may terminate this Agreement, with cause, by not less than fourteen (14) days' prior written notice if the cause is not cured within that fourteen (14) day period after written notice. Such termination is in addition to and not in lieu of any other remedy at law or equity.

7. NOTICE

Whenever notice is required or permitted to be given under this Agreement, such notice shall be given in writing to the other party by personal delivery, by sending via a reputable commercial overnight courier, or by mailing using registered or certified United States mail, return receipt requested, postage prepaid, to the address set forth below:

If to the City:

City of Ashland – Public Works Department
Attn: Chance Metcalf
20 E. Main Street
Ashland, Oregon 97520
Phone: (541) 488-5587

With a copy to:

City of Ashland – Legal Department
20 E. Main Street
Ashland, OR 97520
Phone: (541) 488-5350

If to Provider:

Chown Hardware
Attn: Steve Brown
333 NW 16th Ave.
Portland, OR 97209

8. WAIVER OF BREACH

One or more waivers or failures to object by either party to the other's breach of any provision, term, condition, or covenant contained in this Agreement shall not be construed as a waiver of any subsequent breach, whether or not of the same nature.

9. PROVIDER'S COMPLIANCE WITH TAX LAWS

9.1 Provider represents and warrants to the City that:

9.1.1 Provider shall, throughout the term of this Agreement, including any extensions hereof, comply with:

- (i) All tax laws of the State of Oregon, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
- (ii) Any tax provisions imposed by a political subdivision of the State of Oregon applicable to Provider; and
- (iii) Any rules, regulations, charter provisions, or ordinances that implement or enforce any of the foregoing tax laws or provisions.

9.1.2 Provider, for a period of no fewer than six (6) calendar years preceding the Effective Date of this Agreement, has faithfully complied with:

- (i) All tax laws of the State of Oregon, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
- (ii) Any tax provisions imposed by a political subdivision of the State of Oregon applicable to Provider; and
- (iii) Any rules, regulations, charter provisions, or ordinances that implement or enforce any of the foregoing tax laws or provisions.

9.2 Provider's failure to comply with the tax laws of the State of Oregon and all applicable tax laws of any political subdivision of the State of Oregon shall constitute a material breach of this Agreement. Further, any violation of Provider's warranty, as set forth in this Article 9, shall constitute a material breach of this Agreement. Any material breach of this Agreement shall entitle the City to terminate this Agreement and to seek damages and any other relief available under this Agreement, at law, or in equity.

IN WITNESS WHEREOF the parties have caused this Agreement to be signed in their respective names by their duly authorized representatives as of the dates set forth below.

CITY OF ASHLAND:

CHOWN HARDWARE (PROVIDER):

By: _____
City Administrator

By: _____
Signature

Printed Name

Printed Name

Date

Title

Date

Purchase Order No. _____

(W-9 is to be submitted with this signed Agreement)

APPROVED AS TO FORM:



Assistant City Attorney



Date

**REQUEST
FOR
PROPOSALS**

**LOCKSMITH AND RELATED SERVICES
FOR
PROJECT # 2018-16
COMPREHENSIVE KEY AND LOCK REPLACEMENT PROGRAM**

PROJECT NO: 2018-16
PROJECT TYPE: Locksmith and Related Services
PROPOSALS DUE: September 4, 2018; not later than 2:00 PM PST
**SUBMIT PROPOSALS TO: City of Ashland Public Works - Engineering,
51 Winburn Way, Ashland OR 97520;
or by mail to:
20 E. Main Street, Ashland, OR 97520**
CITY PROJECT MANAGER: Scott Fleury, Deputy Public Works Director
**PROJECT DURATION: Phase 1: 3 months maximum
Phase 2: 6 months**



**CITY OF
ASHLAND**
PUBLIC WORKS ENGINEERING
20 E. MAIN STREET
ASHLAND OR 97520
541/488-5587



PROPOSAL

ELECTRONIC ACCESS CONTROL
VIDEO SURVEILLANCE
ARCHITECTURAL HARDWARE

Proposal/Quotation # **849780**

Dated **Mar 21, 2019**

Prepared for: Chance Metcalf - City of Ashland

Job Name: Access Control Upgrade - Community Dev

Company:

City of Ashland Public Works
20 East Main Street
Ashland, OR 97520

Jobsite Address:

City of Ashland Community Development
51 Winburn Way
Ashland, OR 97520



Contact #: 541.552.2448

Office

Email: chance.metcalf@ashland.or.us

SCOPE OF WORK/PROJECT

Based upon information provided by

City of Ashland

We are pleased to offer the following Proposal for your consideration under the terms outlined in the entirety of this document.

CHOWN will provide and install all listed equipment to add networked access control to four openings using the materials, labor, and services listed. CHOWN will supply all necessary head end equipment, hardware, readers, and accessories for a complete addition to the City's existing Vanderbilt SMS.

CHOWN will provide all wire, wire pulls, and terminations at the head end locations and at the doors. Additionally, CHOWN will provide the following --- riser and point to point drawings, design, detail, programming, setup, commissioning, testing, and project management. Line voltage to all CHOWN provided power supplies will be by others.

CHOWN will provide and install all necessary mechanical and electrified hardware. All key cylinders, cores, and pinning are included in the re-key proposal. Thank you for your consideration and your continued business with CHOWN.

Chown is not responsible for painting, patchwork, or repairs required due to removal and/or repositioning of existing or new door hardware.

PROPOSAL TOTAL:

\$14,507

When work is performed during normal business hours.

(Note any referenced documentation)

Number of planned construction phases for this project: 1

Signature of Approval _____

ATTACHMENTS

Terms of Sale, Service Policy

REVISIONS

Signature of Approval _____

Proposal prepared by Johnny Breninger 971-277-0111 mobile johnnyb@chown.com

QUOTED PRICES GOOD FOR 30 DAYS. 4-6 WEEK LEAD TIME FOR NON-STOCK PRODUCT

MATERIALS and SERVICES

HEAD END EQUIPMENT

(1) Panel Interface Module

MAIN ENTRY

(2) QEL Conversion Kit

SIDE ENTRY

(1) Reader Interface

(1) Electric Strike

(1) Reader

BACK ENTRY

(1) Reader Interface

(1) Electric Strike

(1) Reader

RECYCLING CENTER

(1) Wireless Reader Interface

(1) Electric Strike

(1) Reader w Keypad

(1) Power Supply

(2) Battery

(1) Storeroom Lockset

LABOR & SERVICES

(1) Installation Labor & Materials

(1) Design / Detail / Drawing

(1) Programming

(1) Setup / Commissioning / Testing

(1) Project Management

(1) Prevailing Wages Processing

Initials of Approval _____

MATERIALS and SERVICES**CLARIFICATIONS & EXCLUSIONS**

~We propose hereby to furnish materials, labor, and services, complete and in accordance with specifications - for the total amount listed. All material is guaranteed to be as specified. Any alteration or deviation from listed involving extra cost will be executed only upon written change orders, and will become an extra charge over and above the proposed amount.

~Chown will not accept cancellations, returns, or refunds on ANY / ALL custom orders.

~Chown charges 35% restocking fees on approved returns for stock items.

~All proposals are valid for 30 days only.

~All related work as listed is to be performed by others.

~Proposal is contingent upon all work being performed during normal business hours and a mutually satisfactory schedule.

~All labor is to be performed weekdays between 7AM and 4PM unless otherwise noted.

~Proposal is calculated on one continuous installation engagement based on acceptable site conditions.

~Chown reserves the right to invoice for costs that are incurred due to unacceptable site conditions requiring multiple installation visits.

~One full day, per CHOWN technician, will be invoiced in the event the job site is not ready on a mutually agreed upon start date.

~Provisions have been made for Davis Bacon / Prevailing wages if required.

~120V AC to Chown provided power supply by others.

~Chown will be responsible for own housekeeping only.

~Paint, wood trim, sheetrock, and / or flooring repairs, if needed, by others unless listed on proposal.

~Low voltage electrical drawings will be provided upon receipt or approval and / or Purchase Order / Contract. Chown reserves the right to invoice for drawings on cancelled projects.

Initials of Approval _____

RESPONSIBILITIES and ACCEPTANCE

Chown Hardware

- Provide and install all listed hardware and equipment
- Provide engineering to include relative detail and drawings
- Provide initial setup and configuration
- Provide project management to customer satisfaction
- Provide and install conduit, wire, wire pulls, and wire molding to Chown specifications
- Provide junction boxes, back boxes and connectors to Chown specifications.
- Provide wire chases for low voltage wiring to all relative locations

City of Ashland

- Provide access to all closets and other necessary areas during installation times.
- Restrict traffic, where possible, in relative areas during installation times
- Provide active static IP address and network access at start of job
- Provide 110 VAC and terminations to the Chown supplied power supply

This proposal shall be void able, at our option, unless accepted and delivered to us within thirty (30) days of the date hereof. This proposal is the property of Chown Hardware. It is not for publication and is issued expressly on the condition that it is not to be copied, reprinted or reproduced in any manner; nor is it to be disclosed to any third party, either wholly or in part, without the express written consent of Chown Hardware.

To obtain credit, a credit application must be completed and credit approval granted before an account can be established. If you prefer, Chown will accept 100% of the estimate cost by check prior to the commencement of work. Chown will also accept 50% down by credit card with the balance charged to the card upon completion. Credit applications require a minimum of (5)five business days to set up. Applications are available upon request or at www.chownsecurity.com

When a request for warranty work is made to Chown Hardware and it is determined that the cause of the problem is not associated with Chown Hardware provided material or labor (equipment or programming problems as examples), a charge at Chown's current labor rate for costs incurred will be due and payable upon confirmation that the trouble was other than Chown's material or workmanship.

Pricing subject to change should Chown Hardware encounter unforeseen jobsite conditions that adversely effect the estimated timeframe or Scope of Work. At Chown's discretion, a Change Order may be issued to compensate for these additional, unforeseen costs.

Initials of Approval _____



PROPOSAL

ELECTRONIC ACCESS CONTROL
VIDEO SURVEILLANCE
ARCHITECTURAL HARDWARE

Proposal/Quotation # **849431 / 832176**

Dated **Mar 14, 2019**

Prepared for: Chance Metcalf - City of Ashland

Job Name: Re-Key Project - City of Ashland

Company:
City of Ashland Public Works
20 East Main Street
Ashland, OR 97520

Jobsite Address:
City of Ashland
20 East Main Street
Ashland, OR 97520

Contact #: 541.552.2448

Office

Email: chance.metcalf@ashland.or.us

SCOPE OF WORK/PROJECT

Based upon information provided by

City of Ashland

We are pleased to offer the following Proposal for your consideration under the terms outlined in the entirety of this document.

CHOWN will provide and install all listed items to re-key the City using the materials, labor, equipment, and services listed. CHOWN will provide any and all necessary hardware, as listed, to support the complete key / core replacement of all entry points to support a single patented key system for the City.

Security risks will be reduced by controlling access and allowing for better key distribution and management. Ongoing management of resources will be improved through the implementation of modern key and lock management and an inventory software system.

CHOWN, in addition to bitting information and proprietary codes, will provide a complete system design "Key Tree" created through the input and guidance of the City of Ashland. Thank you for your consideration and your continued business with CHOWN.

Chown is not responsible for painting, patchwork, or repairs required due to removal and/or repositioning of existing or new door hardware.

PROPOSAL TOTAL:

See Page 2

When work is performed during normal business hours.

(Note any referenced documentation)

Number of planned construction phases for this project: 1

Signature of Approval _____

ATTACHMENTS

Terms of Sale, Service Policy

REVISIONS

Signature of Approval _____

Proposal prepared by Johnny Breninger 971-277-0111 mobile johnnyb@chown.com

QUOTED PRICES GOOD FOR 30 DAYS. 4-6 WEEK LEAD TIME FOR NON-STOCK PRODUCT

MATERIALS and SERVICES

ORDER NO. 849431 (RE-KEY)

CYLINDERS

- (1) 20-001 118 605
- (1) 20-057 613
- (1) 20-057 626
- (2) 20-062 613
- (1) 20-701 XP 613
- (1) 20-706 XP 613
- (3) 20-719 XP 626
- (2) 20-748 XP 626
- (1) 20-729 XP 626
- (2) 20-740 XP 626
- (2) 20-744 XP 626
- (6) 20-748 XP 626
- (5) 20-748 XP 606
- (32) 20-750 XP 626
- (8) 20-750 XP 606
- (3) 20-757 XP 613
- (21) 20-757 XP 626
- (11) 20-765 XP 626
- (2) 20-776 XP 613
- (2) 20-776 XP 626
- (20) 21-002 626
- (1) 21-002 606
- (5) 22-002 606
- (2) 22-002 626
- (1) 23-001 606
- (29) 23-001 626
- (25) 23-013 626
- (43) 23-013 606
- (3) 23-030 626
- (4) 23-065 626
- (6) 24-119 626
- (4) 30-001 613
- (10) 30-138 613
- (1) 30-138 626

LOCKS

- (3) A53PD Plymouth Knobs 605 Entrance
- (1) AL53PD Saturn Levers 626 Entrance
- (4) AL53PD Saturn Levers 626 Entrance
- (1) B56OP 613 Dead Bolt
- (2) B56OP 605 Dead Bolt
- (1) B56OP 626 Dead Bolt
- (8) B76OP XP 626
- (1) B762 XP 626

ORDER NO. 849431 (Continued)

KEYS

- (400) 35-215 Primus
- (10) 35-138 Primus Control

ADDITIONAL CYLINDERS

- (10) 40-100S145 606
- (20) 40-100S145 626
- (10) 23-030S145 606
- (20) 23-030S145 626
- (10) 40-700 XP 626
- (10) 20-740 Primus IC 626

ACCESSORIES

- (1) Wrap Around Plate
- (1) Cylinder Guard Ring
- (14) Alarm Lock Tailpiece

LABOR & SERVICES

- (1) Installation Labor & Materials
- (1) Project Management
- (1) Prevailing Wages Processing

TOTAL AMOUNT --- \$44,759

ORDER NO. 832176

(1) SiteMaster 200 Windows Full Version with Lockshop Enhancement

- (1) SiteMaster 200 Four (4) Multi-User Upgrade
- (1) Pro-Lok Blue Punch Key Machine - Schlage

TOTAL AMOUNT --- \$3102

Initials of Approval _____

MATERIALS and SERVICES**CLARIFICATIONS & EXCLUSIONS**

~We propose hereby to furnish materials, labor, and services, complete and in accordance with specifications - for the total amount listed. All material is guaranteed to be as specified. Any alteration or deviation from listed involving extra cost will be executed only upon written change orders, and will become an extra charge over and above the proposed amount.

~Chown will not accept cancellations, returns, or refunds on ANY / ALL custom orders.

~Chown charges 35% restocking fees on approved returns for stock items.

~All proposals are valid for 30 days only.

~All related work as listed is to be performed by others.

~Proposal is contingent upon all work being performed during normal business hours and a mutually satisfactory schedule.

~All labor is to be performed weekdays between 7AM and 4PM unless otherwise noted.

~Proposal is calculated on one continuous installation engagement based on acceptable site conditions.

~Chown reserves the right to invoice for costs that are incurred due to unacceptable site conditions requiring multiple installation visits.

~One full day, per CHOWN technician, will be invoiced in the event the job site is not ready on a mutually agreed upon start date.

~Provisions have been made for Davis Bacon / Prevailing wages if required.

~Chown will be responsible for own housekeeping only.

~This project shall not be considered complete until such time as the agreed upon scope elements are completed.

~Chown meets and exceeds the necessary criteria as outlined.

~Chown will provide guidance and instruction the first five entries for the Sitemaster 200. City of Ashland will take it from there.

Initials of Approval _____

RESPONSIBILITIES and ACCEPTANCE

Chown Hardware

- Provide complete system design with input from City of Ashland
- Provide any and all necessary hardware, as listed, to support the project
- Provide and install all listed materials, equipment, and accessories
- Provide project management to customer satisfaction
- Provide key tree, bitting, and proprietary codes to support all hardware and software supplied
- Provide key control software with lock shop enhancement upgrade

City of Ashland

- Provide access to all doors and other necessary areas during installation times.
- Restrict traffic, where possible, in relative areas during installation times
- Provide building floor plans
- Provide a City representative during installation to provide access and ancillary support
- Provide all data entry for the key control software.

This proposal shall be void able, at our option, unless accepted and delivered to us within thirty (30) days of the date hereof. This proposal is the property of Chown Hardware. It is not for publication and is issued expressly on the condition that it is not to be copied, reprinted or reproduced in any manner; nor is it to be disclosed to any third party, either wholly or in part, without the express written consent of Chown Hardware.

To obtain credit, a credit application must be completed and credit approval granted before an account can be established. If you prefer, Chown will accept 100% of the estimate cost by check prior to the commencement of work. Chown will also accept 50% down by credit card with the balance charged to the card upon completion. Credit applications require a minimum of (5) five business days to set up. Applications are available upon request or at www.chownsecurity.com.

When a request for warranty work is made to Chown Hardware and it is determined that the cause of the problem is not associated with Chown Hardware provided material or labor (equipment or programming problems as examples), a charge at Chown's current labor rate for costs incurred will be due and payable upon confirmation that the trouble was other than Chown's material or workmanship.

Pricing subject to change should Chown Hardware encounter unforeseen jobsite conditions that adversely effect the estimated timeframe or Scope of Work. At Chown's discretion, a Change Order may be issued to compensate for these additional, unforeseen costs.

Initials of Approval _____

Portland Showroom
Toll Free (US & Can)
Local Telephone

333 NW 16th Ave
(800) 547-1930
(503) 243-6500

Portland, OR 97209
Fax: (800) 758-7654
Fax: (503) 243-6519

QUOTE ID: 823891

*** QUOTATION ***

Page 1 of 1

To: CHANCE METCALF
CITY OF ASHLAND
51 WINBURN WAY
ASHLAND, OR 97520
USA

PO: .
Job: INVENTORY
FAX No.: 541-488-6006
Phone No.: 541-552-2448

We are pleased to present the following quotation
for your consideration.

Ship To:
CHANCE METCALF
THE SERVICE CENTER

90 N MOUNTAIN AVE
ASHLAND OR 97520

Date: 10/12/18 10:56 AM Salesperson No.: 674 Steve Brown

Line	Qty	U/M	Description	Price	Extended
1	1	EA	CREATE DOOR INVENTORY ON SITE	8800.00	8800.00
2	8	EA	OREGON PER DIEM	300.00	2400.00
3	2	EA	SERVICE CALL-BETWEEN 7AM-5PM	535.00	1070.00
4	1	EA	ARCHITECTURAL DESIGN SERVICES	8000.00	8000.00
Total Amount					20270.00

Quotation good for 30 days.

Thank you for this opportunity to quote our products
and we hope we may be of service to you.

Sincerely,

Steve Brown
Chown Hardware

2018-16 Lock & Key Replacement Program Phase 2 Proposed Totals

SITE	KEY UPGRADE	CARD UPGRADE	KEY TOTAL	CARD TOTAL
City Hall	Yes	No	Lump Sum	N/A
Com Dev	Yes	Yes	Lump Sum	\$14,507
Police	Yes	Yes	Lump Sum	\$31,551
Fire 1	Yes	Yes	Lump Sum	\$36,288
Fire 2	Yes	Yes	Lump Sum	\$23,764
WTP	Yes	Yes	Lump Sum	\$9,561
WWTP	Yes	Yes	Lump Sum	\$9,561
Police Contact	Yes	Yes	Lump Sum	\$7,569
N. Mountain Shop	Yes	Yes	Lump Sum	\$12,774
Service Center	Yes	Yes	Lump Sum	\$21,499
Nevada Sub Sta.	Yes	Yes	Lump Sum	\$5,959
Recycle Center	Yes	Yes	Lump Sum	W/Com Dev
Electric Warehouse	Yes	Yes	Lump Sum	W/Service Center
Tool Cage	Yes	Yes	Lump Sum	W/Service Center
Community Center	Yes	No	Lump Sum	N/A
Pioneer Hall	Yes	No	Lump Sum	N/A
Cemetery	Yes	No	Lump Sum	N/A
B St. Warehouse	Yes	No	Lump Sum	N/A
Bandshell	Yes	No	Lump Sum	N/A
Courts	Yes	No	Lump Sum	N/A
Software/Key Mach	N/A	N/A	\$3,102	N/A
TOTALS	N/A	N/A	\$47,861	\$173,033
Funds Available - \$161,975				
ADDITIONAL				
Grove	No	Yes	N/A	\$28,649
Proposed-			\$47,861	\$119,639
			Total-	\$167,499