



## MEMORANDUM

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**MEETING TYPE:** BOCC

**MEETING DATE:** 9/12/23

**ITEM NAME:** Gardner Community Center

**SUBMITTED BY:** Chris Bechaver

**SUMMARY:** Install new auto door opener at the community center in Gardner.

**Quote 1- DH-PACE-** \$4,452.00

**Quote 2- Grainger-** \$3,740.43

**RECOMMENDATION:** I would recommend that we go with DH-PACE, the quote is more than Grainger, but there is a warranty with the door opener and they would come down and install the opener.

**BACKGROUND:** The current door opener that is installed is broken, being venue for the public we need a auto door opener there to make it ADA compliant.

**BOARD ACTION TAKEN:**

APPROVED

DENIED

OTHER

**SIGNATURE OF THE CHAIR:** \_\_\_\_\_

**NOTES:**

**Products Based on Your Search**



**NORTON DOOR CONTROLS Powered...**

Compare

Your Price **\$3,487.35** / each



**NORTON DOOR CONTROLS Powered...**

Compare

Your Price **\$2,794.17** / each



**NORTON DOOR CONTROLS Powered...**

Compare

Your Price **\$3,004.71** / each

**Related Categories**



**Door Closers**



**Door Closer Hardware**



**Door Hardware**

[Door Closers](#) / [NORTON DOOR CONTROLS Powered Door...](#)



**NORTON DOOR CONTROLS Powered Door Operator: Electronically Controlled, Non-Handed, 8 in Housing Lg**

Item 48ZD74  
Mfr. Model 5845 x SQPB x 689

Your Price **\$3,740.43** / each

Qty

**Add to Cart**

Setup Auto Reorder

Ship  Pickup

Expected to arrive **Wed. Sep 13.**

Ship to **81089** | [Change](#)

Shipping Weight **21.6 lbs**

[Ship Availability Terms](#)

Compare

**Product Details** [Catalog Page 1992](#)

[Add to List](#)

Brand **NORTON DOOR CONTROLS**

Closer Series **Norton 5845**

Interior/Exterior **Interior and Exterior**

Automatic/Manual **Automatic**

**Compliance & Restrictions**

**Green Product** - This item has been designed for environmental friendliness. [Click with an Agent](#) for more information.

Hydraulic/Pneumatic **Hydraulic**  
Closer Type **Electronically Controlled**  
Hand Orientation **Non-Handed**  
Ligature Resistant **No**  
Closer Mounting Style **Top Frame**  
Standards **ANSI A156.19; UL and cUL Listed**

ADA Compliant **Yes**

Finish **Black Painted**

Arm Material **Steel**

Arm Type **Parallel; Regular**

Color **Black**

Exterior Door Width **48 in**

Housing Height **9 in**

Housing Length **8 in**

Housing Depth **2-1/2 in**

Includes **3 in Square Push Plates; Door Opening Solution**

Interior Door Width **48 in**

Max. Door Opening **95°**

Mounting Hardware **Included**

Projection from Wall **7 in**

Spring Size **Adjustable 1 to 7**

UNSPSC **30171514**

Country of Origin **USA (subject to change)**

#### Product Description


Norton® 5700 Series powered door operators function as standard, spring-force closers during close cycles, when doors are opened manually, and when power is lost or turned off. Hold-open time is adjustable from 0 to 30 sec. If doors are obstructed, the motors stop, and the doors close. They are ideal for doctors' offices, retirement facilities, schools, churches, and other applications where noise may be a concern. Nonhanded. Norton® 5800 Series operators are compact and electromagnetic, with low-energy operation. They are ideal for high-traffic manual opening applications that require automatic operation in schools, banks, and retail outlets. Simple to use, they do not require electrical wires for installation.

product (EPP) because this item is Environmental Transparency Through EPD (Environmental Product Declaration), Green Circle Certified.

Green Environmental Attribute:  
Applicable to LEED Criteria.

## Documents


 [NORTON ADAEZ 5800 Series PRO Door Operator Sell Sheet](#)

 [Norton Adaez Powered Door Opener OIPM](#)

 [Norton Adaez Pull Side Door Operator Installation Guide](#)

 [Norton Adaez 5800 Series PRO Operator Selection Guide](#)

 [Norton Adaez Pull Side Mount Dimensional Drawing](#)

 [Norton Adaez Push Side Mount Dimensional Drawing](#)

## PROPOSAL

<b>CUSTOMER: HUERFANO COUNTY</b> <b>Address:</b> Address <b>City:</b> Customer City to enter <b>State:</b> State <b>Zip:</b> Zip <b>Phone:</b> 719-621-8127 <b>Email:</b> CBECHAUVER@HUERFANO.US	<b>PROJECT: COMMUNITY CENTER</b> <b>Address 1:</b> 401 MAIN ST <b>Address 2:</b> <b>City:</b> WALSENBURG <b>State:</b> CO <b>Zip:</b> 81089
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<b>Submitted To:</b> CHRIS BECHAUVER	<b>Proposal Date:</b> 9/7/2023	<b>Proposal #:</b>
<b>Submitted By:</b> Rogan Frings	Territory Based Sales Rep	303-881-7254    ROGAN.FRINGS@DHPACE.COM
<b>Addendums Acknowledged:</b>	<b>Drawings Dated:</b>	<b>Specifications Dated:</b>

**DH Pace is pleased to provide this proposal to complete the following scope of work:**

**LISTED MATERIAL:**

- 1 – DARK BRONZE SINGLE SWING DOOR AUTO OPERATOR
- 1 – PUSH BUTTON PACKAGE
- 1 – LABOR TO INSTALL

**Total**

**\$ 4,452.00**

PROJECT WILL INCLUDE INSTALLATION OF ABOVE LISTED ITEMS ONTO EXISTING OPENING.

TAXES ARE ESTIMATED

**EXCLUSIONS:**

- OPENING PREPARATION
- ELECTRICAL – INCLUDING WIRE TERMINATIONS, CONDUIT, LOW VOLTAGE, ECT.
- WIRING/ACCESS CONTROL
- FLOORING
- WALL REPAIR
- PAINT/PAINTING
- PERMITS
- MASTER KEYING
- AFTER HOURS OR WEEKEND WORK

***“Costs are currently rising at sudden and unpredictable rates. This proposal is based on current pricing from Sellers suppliers and includes all price increases and surcharges levied by those suppliers and known by Seller as of the date of this proposal. Seller reserves the right to require an approved change order before the order can be released into production to compensate for any supplier price increases or surcharges announced after the date of this Proposal and prior to the release of materials for fabrication. Seller will provide written documentation of the Supplier increase notice upon request. All Buyer Contracts shall include a provision to this affect.”***

**CLARIFICATIONS/EXCLUSIONS:**

- All opening & structural preparation, including framing and finishes, and field painting by others.
- Factory wired operators, controls, to be furnished and set in place by DH Pace. All conduit, raceways, disconnects, electrical boxes, line and low voltage wiring by Electrical and/or Fire Alarm Contractor.
- Proposal is subject to mutually agreeable contract terms.

- Material and freight costs are anticipated to rise at unpredictable rates over the next several months. This quotation is based on current pricing from our suppliers and includes existing or announced surcharges levied by the steel industry & freight carriers. Customer acknowledges proposals for projects with extended durations may incur additional costs due to costs incurred from unforeseeable future surcharges. With that in mind, we ask that the cost of the work be tethered to the Producer Price Index as published by the department of labor and statistics. More specifically, to the series ID# WPU101, Metals and metal products; iron and steel ([https://data.bls.gov/timeseries/WPU101?data\\_tool=XGtable](https://data.bls.gov/timeseries/WPU101?data_tool=XGtable)). Historically, every four points of rise in this measurement has translated into one percentage point of material cost.
- Costs are currently rising at sudden and unpredictable rates. This proposal is based on current pricing from Sellers suppliers and includes all price increases and surcharges levied by those suppliers and known by Seller as of the date of this proposal. Seller reserves the right to require an approved change order before the order can be released into production to compensate for any supplier price increases or surcharges announced after the date of this Proposal and prior to the release of materials for fabrication. Seller will provide written documentation of the Supplier increase notice upon request. All Buyer Contracts shall include a provision to this affect.
- Manufacturer's standard warranty applies. Warranties beyond mfg's standard are specifically excluded.
- Work to be performed during normal business hours (Monday - Friday, 7:00 AM - 5:00 PM), unless otherwise noted. Please allow 10 - 12 weeks from order acceptance and approved credit or 50% deposit for installation to begin, balance due upon completion. Pricing includes all material, labor, & applicable tax. Standard warranty is (1) year against defects on materials and workmanship.

***Due to the unprecedented situation happening around the world with the COVID-19 virus and the potential for follow-on impacts arising from reactions to the outbreak, it is uncertain as to the impact this event will have on manufacturing and supply lead times, shipping, as well as vendor and contractor services and construction activities moving forward. Accordingly, please understand that our quotation today is conditioned upon an acknowledgement and your agreement that, in the event the COVID-19 virus directly or indirectly delays or impacts our ability to perform, including our ability to obtain requisite materials, equipment, or furnish sufficient labor or supervision, DH PACE shall not be deemed in default and the parties shall agree to negotiate a modification of the contract scope, schedule or method of performance to appropriately address the impacts of such event. We will notify you promptly in the event of such impact and provide our best estimate as to the impact and will continue to update you as the circumstances evolve.***

***Additionally, if awarded this project, DH Pace will require an amendment to any and all contract terms & conditions with the following statement: Neither Party shall be liable or in breach of its obligations under this Agreement to the extent performance of such obligations is delayed or prevented, directly or indirectly, by causes beyond its reasonable control and without its fault or negligence, including acts of God, fire, terrorism, war (declared or undeclared), severe weather conditions, earthquakes, epidemics or pandemics (including but not limited to COVID-19), material shortages, insurrection, acts or omissions of contractor's suppliers or agents, any act or omission by any governmental authority, national epidemics or pandemics (including but not limited to COVID – 19), strikes, labor disputes, acts or threats of vandalism or terrorism (including disruption of technology resources), transportation shortages, or vendor's failure to perform (each, an "Excusable Delay"). The delivery or performance date shall be extended for a period equal to the time lost by reason of such delay, including time to overcome the effect of the delay. The Party experiencing Excusable Delay shall use reasonable efforts to continue performance whenever such causes are removed. However, in the event an Excusable Delay continues for a period two (2) contiguous months or more, then either party may, upon 30-days written notice to the other, terminate the affected part of this Agreement for convenience.***

The proposal described herein, including all price(s) quoted, is made conditionally upon Buyer's continued credit status and must be accepted by Buyer as made by Seller. To accept this Proposal, Buyer must date, sign and return the original copy hereof to Seller within 30 days after the date hereof. Unless expressly disclosed and stated, the amount of any sales and use tax is not included in this proposal.

Buyer acknowledges and agrees that each and all of the terms and conditions on Attachment A (**TERMS AND CONDITIONS**) are a part of this Proposal and that upon Buyer's acceptance of this Proposal shall constitute a valid and binding contract between the parties and all prior proposals, discussions and agreements respecting the subject matter hereof are cancelled. **DEPOSIT ON SPECIAL ORDER ITEMS IS NON-REFUNDABLE.**

**BUYER ACCEPTANCE**

\_\_\_\_\_  
TYPE OR PRINT NAME OF BUYER

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
ACCEPTANCE DATE

\_\_\_\_\_  
REFERENCE #

This is my authorization to proceed with the above stated work at the base price of **Enter text..**

\_\_\_\_\_  
SIGNATURE of:  Owner  Partner  Officer (indicate which)

\_\_\_\_\_  
TITLE

## Attachment A: TERMS AND CONDITIONS

**Terms.** The products ("Products") described in this contract and the labor necessary to install the Products ("Labor") are herein collectively referred to as the "Work".

**Condition Precedent.** Buyer and Seller agree that if, following Buyer's acceptance hereof, a contract is to be executed by them, Seller's performance hereunder shall be subject to the condition precedent that the terms and conditions of such contract are acceptable to Seller.

**Scope of Work.** Seller agrees to perform for Buyer the Work at the Project. Buyer acknowledges and agrees that: (i) the prices quoted by Seller for the Products are based upon plans, specifications, verbal information or sketches as indicated herein and the addenda hereto; and (ii) that the Work contemplated under this Proposal is fully and correctly described herein.

Unless included in the description of and prices quoted for Products, glass, glazing, painting and electrical wiring is excluded under this Proposal and will be provided only upon receipt of a supplemental order signed by Buyer.

**Proposal Price.** Conditional upon Seller's prior approval of Buyer's credit, Buyer will pay Seller the unpaid balance for performance of the Work within 30 days of the date of Seller's invoice. If performance of the Work extends over 30 days, Buyer agrees to pay Seller progress payments under Seller's regular billing terms and if Products have been delivered to the Project or stored in a mutually agreed location, Buyer agrees to pay an amount not to exceed 90% of the Proposal Price in payment of the cost of such Products.

If payment of any sum is not made when and as due under this Proposal, Buyer shall pay interest on such delinquent sums at the rate of 1.50% per month or, the highest contract rate allowed under applicable law.

If following Buyer's default Seller refers this account to an attorney for collection, Buyer agrees to pay all attorneys' fees incurred by Seller whether or not a lawsuit for collection is instituted, and all other costs of collection and litigation.

**Contract Time.** Installation dates are estimates only and Seller cannot guarantee commencement of Work or completion thereof on any given date. Completion dates cannot be given until Seller has been furnished with complete approved drawings and any additional information it may request. Seller shall not be liable for total or partial failure to complete or for any delay in delivering Products or Labor under this Proposal. Seller shall not be liable in any event for any special or consequential damages on account of failure or delay in performance regardless of cause.

**Work Performance.** Performance of the Work will be made by Seller in a prompt manner but Seller cannot be responsible for damage or delay due to acts of God, accidents, civil disturbances, delays in transportation by common carrier, strikes, war, unavailability of material or other cause beyond the reasonable control of Seller.

If Products are installed before a finished floor is completed, warranty is limited and Seller assumes no responsibility for fitting the Product to the floor. An additional charge may be made to Buyer for returning to the Project for adjustments to the Product.

Seller assumes no responsibilities for failure of installation of the Product due to structural deficiencies in an existing building. Buyer shall prepare the Project for installation in accordance with requirements of Seller.

If special work, requiring additional material and labor is required to meet conditions other than those specifically described in this Proposal, Buyer agrees to pay an additional charge therefore.

Seller shall be allowed uninterrupted and exclusive access to the Project during performance of the Work.

No Product may be returned without Seller's prior written approval. All Product returned is subject to a minimum of 25% restocking fee.

**Cancellation.** In the event Buyer cancels this Proposal after the Seller has commenced Work, Buyer shall forfeit the amount of the down payment given to Seller at the time of the execution of this Proposal, and in addition, shall pay to the Seller such proportion of the total Proposal Price as the amount of Work bears to the total amount of Work agreed upon to be furnished under this Proposal, plus a sum equal to 25% of the total Proposal Price as liquidated damages, which amount is to be paid within 30 days from the date of such cancellation.

In the event of Buyer's insolvency this Proposal shall be cancelled and Seller shall have no further obligations to Buyer hereunder.

**Insurance.** Seller shall carry workmen's compensation and public liability insurance to cover the Work. Seller shall not be liable to indemnify, hold harmless or protect in any way the Buyer, or any other party involved in the Work, whether an employee of Seller or Buyer or any third party, except to the extent of the workmen's compensation and public liability insurance maintained by Seller.

Buyer shall keep the Project adequately insured against any loss to Seller by reason of damage to Seller's Product or Work or Seller's vehicles, equipment and tools by vandalism, fire, water, windstorm and any other occurrence during the course of Work.

**Alterations.** Any alterations or modifications initiated by Buyer must be agreed upon between the parties and the price fixed by them before work on such alteration or modification shall commence. Payment for such alteration or modification shall be made at the time of the completion of the Work.

**Permits and Licenses.** Buyer shall be responsible for securing the necessary permits and licenses for the Work at Buyer's own cost and expense.

**Warranties.** Seller warrants the Product sold to be free from defects in material and workmanship under normal and intended use and service. This warranty extends only to the Buyer and expires one year after the date of delivery or installation of the Product by Seller.

Parts and labor for service work are warranted for the following periods: All replacement parts 90 days; labor-service 30 days. Seller's sole obligation is limited to repairing or replacing any parts which shall be determined by Seller to be defective and is conditioned upon Buyer giving notice of any such defect to Seller within the warranty period. If Seller concludes that repair or replacement is necessary, Seller will commence work within a reasonable time after the decision to repair or replace is made.

This warranty does not apply to any Product which has been altered or repaired by any person not authorized by the Seller or which has been subjected to misuse, neglect or accident.

Seller assumes no liability for incidental or consequential damages. Warranties implied by law are limited to duration to one year period described above.

Wood Products will be guaranteed only if properly protected within 10 days of delivery or installation by Seller with a prime and finish coat of manufacturer's recommended paint.

No warranty will be honored unless the Proposal Price has been paid in full, including any applicable service charges.

**Modification of Proposal.** Any modification of this Proposal or additional obligation assumed by either party in connection with this Proposal shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

**Governing Law.** It is agreed that this Proposal shall be governed by, construed and enforced in accordance with the laws of the state in which the Project is located.