



City of Green River  
City Council Meeting  
Agenda Documentation

Preparation Date: 03/12/20	Department: Finance
Meeting Date: 03/17/20	Department Head: Chris Meats
	Presenter: Consent Agenda

**Subject:**

*Review of an agreement with Long Building Technologies to install electronic door locks at fire station #1 and #2.*

**Background/Alternatives:**

*Staff has been looking at replacing the locks at the City's fire stations with electronic locks to match the locks in place at City Hall and the Police station. The goal of the City is to have all the City facilities under the same electronic lock system. The City is currently working with Long Building Technologies to install the locks at City locations as they are the Wyoming authorized installer for the City's current electronic system.*

**Attachments:**

*Contract*

**Fiscal Impact:**

*About \$24,000 for the install and there is available budget authority in the budget for electronic lock replacement.*

**Staff Impact:**

*It will allow the City to have EMS and Police services under once locking system.*

**Legal Review:**

*The Agreement has been sent for review by Legal Counsel.*

**Suggested Motion:**

*I move to approve an agreement with Long Building Technologies to install electronic door locks at Fire Stations #1 & #2, pending legal approval.*



## **LONG Building Technologies**

**Office:** 3534 N Salt Creek Highway, Casper WY 82601  
Main: 307-265-5997 | Website: [www.LONG.com](http://www.LONG.com)

### **Project:**

City of Green River  
Description: Fire Department Door Access Proposal #2

### **Prepared by:**

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Security Solutions Account Executive  
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307-266-9820



**To:** Doug Garrick  
[dgarrick@cityofgreenriver.org](mailto:dgarrick@cityofgreenriver.org)

**Date:** 3/9/2020

**Company:** City of Green River

**Regarding:** Fire Department Door Access Proposal #2

## Executive Summary

LONG Building Technologies is a Colorado owned and operated company that has been in business since 1965. With over 50 years' experience working in the Colorado construction market, we are committed to our customers. LONG has grown into a regional company with offices in Alaska, Montana, Oregon, Utah, and Washington. Every aspect of our business revolves around the LONG three C's – Customer, Co-worker, Company. It's our business philosophy that doing what is best for Customers and our Co-workers will result in the utmost success for the Company. After over 50 years, this still holds true.

## Scope of Work

The City of Green River has requested pricing to install door access on (4) doors at the Fire Department (2) with card in and card out and (1) door at the city building using current licenses. The Fire Department will require a RM Node, ACM blade, Strikes, DPS, REX, Card Readers, Power Supply and Cabling. One door is missing the door hardware strike pin and will need to be replaced by the owner before the new strike will work. The city building will require an ACM blade, strike, DPS, REX, Card Reader, Power Supply and Cabling. Two of the doors will require more door prep because the door hardware was moved, and the cylindrical latch holes were cut in the frames instead of a strike plate being installed. (1) additional door to be added is the City Hall Server Room Door. There should be one spare door input that can be used but will require a Card Reader, Strike, DPS, Rex and Cabling. The existing Power Supply will be used.

**Scope Overview:**

- 8 – S2-R11320-05TB Reader
- 1 – S2-NN-E2R-RM Node
- 2 – EFLOW104N16
- 6 – RCR-REX-W
- 2 – Locknetics RS200 Strike
- 4 – Locknetics MS100-LBM Strike
- 6 – 8080-T DPS
- 2 – S2-ACM
- Composite Cable
- Programming

## Clarifications:

1. **RESPONSIBILITIES** - To permit LONG Building Technologies (LONG) to properly perform the services included in this agreement, customer agrees:
  - a. To provide reasonable and timely access to all covered equipment and systems.
  - b. To allow LONG to start and stop equipment, with proper notice and coordination, during our normal business hours, Monday through Friday 8:00AM to 5:00PM.
  - c. This quote is valid for 30 days from the date sent
  - d. Submittals for all equipment will be provided by LONG
  - e. Hardware is a four to six-week lead time to LONG after the order is placed.
  - f. The project will be scheduled after material has arrived to LONG.
  
2. **EXCLUSIONS** - It is understood that the following are not the responsibility of LONG under this Agreement:
  - a. Preventive Maintenance Service after our normal business hours 8:00 a.m. to 5:00 p.m. Monday through Friday.
  - b. Work will take place between 8:00 and 5:00 Monday through Friday. Work outside this schedule will require a change order
  - c. No painting, patching is included
  - d. No Conduit is included
  - e. No Cards or Fobs are included
  - f. No Licenses are included
  - g. Day to day operation of the equipment.
  - h. Inspections, alterations or replacements required by insurance companies, municipal or governmental authorities.
  - i. Damage caused by acts of vandalism, fire, flood, terrorism, or other natural disasters not listed, any item that has had the serial number defaced or removed.
  - j. The work shall not include the detection, abatement, encapsulation, or removal of asbestos or products, materials, or equipment containing asbestos. Customer shall notify LONG in writing if any hazardous materials, including without limitation, asbestos, are present at the jobsite. Customer shall take adequate precautions to protect LONG, its employees, agents and subcontractors from such hazardous materials and will arrange for others to remove or encapsulate such hazardous materials if necessary for the performance of the work.



**Total cost of Project:** **\$23,881.00**

Sincerely,

**LONG Building Technologies**  
Dave Bryan

**Customer Acceptance:**

On behalf of the owner and subject to Buyer’s conditions of acceptance set forth below, the undersigned hereby states: I have read the below Terms and Conditions, understand them fully, and agree to abide by them. I understand that payment for all equipment and installation charges is due pursuant to the terms of the agreement. Fifty percent (50%) of the project will be billed when engineering starts, and material is ordered. I hereby certify that I am authorized by my company to sign this agreement. LONG Building Technologies is hereby authorized to perform the work as specified.

Agreed To:

Customer Name: \_\_\_\_\_ Customer P.O. Number: \_\_\_\_\_ P.O. Date \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



## TERMS AND CONDITIONS OF SALE – Keyless Entry, CCTV, Intrusion Detection Systems.

(1)OFFER AND ACCEPTANCE: LONG Building Technologies (LONG) offers to sell the materials, equipment and services indicated in strict accordance with the terms and conditions stated herein. Submittal of a Purchase Order, contract or execution of this offer by Buyer, or allowing LONG to commence work shall be deemed an acceptance of this offer, which offer and acceptance shall constitute a legally enforceable contract between Buyer and LONG. Any additional or differing terms and conditions contained on Buyer's Purchase Order or contract (whether or not such terms materially alter this offer) are hereby rejected by LONG and shall not become part of the contract between buyer and LONG unless expressly consented to in writing by LONG. This offer is subject to acceptance within 30 days after date proposed and is based on all work being performed during regular working hours unless stated differently in the offer.

(2)PRICE POLICY: Quotations are subject to acceptance within fifteen (15) days from the date of quotation.

(3)TERMS: Terms of Payment for goods shipped and/or services rendered hereunder shall be NET 30 days on RECEIPT of INVOICE. LONG reserves the right to add to any account outstanding more than thirty (30) days a charge of one and one-half (1 1/2%) percent of the principal amount due at the end of each additional thirty (30) day period.

(4)INVOICING: LONG reserves the right to issue partial or complete INVOICES as material is furnished and as services are rendered.

(5)PERFORMANCE: LONG shall not be liable for delays in delivery of equipment or performance of services hereunder where such failure or delay is due to the disapproval of the LONG Credit Department, strikes, fires, accidents, national emergency, failure to secure materials from the usual sources of supply, or any other circumstances beyond the control of LONG, whether of the causes enumerated above or not, which shall prevent LONG from making deliveries or performing services in the usual course of business. In the event of the disapproval of the LONG Credit Department or the occurrence of any of the above, LONG may, at its sole option, cancel Buyer's Purchase Order or contract without any liability on the part of LONG. Alternatively, LONG may extend the time for its performance by a period equal to the duration of the cause underlying LONG's failure or delay. Receipt of the equipment or services by Buyer upon its delivery shall constitute a waiver of all claims for delay.

(6)TAXES: Prices quoted are exclusive of taxes unless specifically stated differently in the scope of work proposal. The amount of any present or any future occupation, sales, use, service, excise or other similar tax which LONG shall be liable for either on its own behalf or on the behalf of the Buyer, with respect to any orders for machinery or services, shall be in addition to the billing prices quoted and be paid by the Buyer.

(7)WARRANTY: LONG guarantees its Security work and all materials of LONG's manufacturers against defects in workmanship and material for 365 days from date of substantial completion of the work and will repair or replace such products or components as LONG finds defective. This warranty does not include the cost of overnight or emergency shipping or transportation involved in supplying replacements for defective components. On machinery and materials furnished, LONG will extend the same guarantee it receives from the manufacturer. THE WARRANTY AND LIABILITY SET FORTH ABOVE ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, EXPRESS OR IMPLIED, IN LAW OR IN ACT, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE WARRANTIES CONTAINED HEREIN SET FORTH BUYER'S SOLE AND EXCLUSIVE REMEDY IN THE EVENT OF A DEFECT IN WORKMANSHIP OR MATERIALS.

(8)PATENTS: If there is brought against the Buyer any suit or proceeding based on a claim that an apparatus, or any part thereof, furnished under this contract constitutes an infringement of any patent of the United States, and LONG is notified promptly in writing and given authority, information and assistance by the Buyer for the defense of same, LONG will defend same and pay all expenses and costs which may be awarded therein against the Buyer. In the event that the Buyer has complied with the conditions just stated and the apparatus, or any part thereof, is held to constitute infringements and its use is enjoined, LONG, in lieu of all other liability except as above stated will, at its own expense, either procure for the Buyer the right to continue using said apparatus, or replace same with noninfringing apparatus, or modify it so it becomes noninfringing, or remove said apparatus and refund the purchase price thereof, but LONG's liability shall in no case exceed the purchase price of said infringing apparatus.

(9)LIMITATION OF LIABILITY: All claims, causes of action or legal proceedings against LONG arising from LONG's performance under this contract must be commenced by Buyer within the express warranty period specified under Paragraph 6 hereof. Failure to commence any such claim, cause of action or legal proceeding within such period shall constitute a voluntary and knowing waiver thereof by Buyer. IN NO EVENT SHALL LONG'S LIABILITY FOR DIRECT OR COMPENSATORY DAMAGES EXCEED THE PAYMENTS RECEIVED BY LONG FROM BUYER UNDER THE INSTANT CONTRACT, NOR SHALL LONG BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. THESE LIMITATIONS ON DAMAGES SHALL APPLY UNDER ALL THEORIES OF LIABILITY OR CAUSES OF ACTION, INCLUDING BUT NOT LIMITED TO CONTRACT, WARRANTY, TORT OR STRICT LIABILITY.

(10)DELIVERY: Execution and shipping dates are approximate only. No execution or shipping dates requested or specified by Buyer will be binding on LONG unless such request or specifications is specifically agreed to in writing by an officer of LONG. Shipment shall be F.O.B. factory freight allowed, with title passing to Buyer upon delivery to the carrier by LONG or the equipment manufacturer if applicable.

(11)CANCELLATION: LONG reserves the right to collect cancellation charges (including, but not limited to, all costs and expenses incurred, plus reasonable overhead and profit against any cancelled order or contract).

(12)DISPUTES AND CHOICE OF LAWS: This contract shall be deemed to have entered into and shall be governed by the laws of the State of Wyoming. All claims, disputes and controversies arising out of or relating to this contract, or the breach thereof, shall, in lieu of court action, be submitted to arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and any judgement upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The site of the arbitration shall be, unless another site is mutually agreed between the parties. The parties agree that any party to the arbitration shall be entitled to discovery of the other party as provided by the Federal Rules of Civil Procedure; provided, however, that any such discovery shall be completed within four (4) months from the date the Demand for Arbitration is filed with the American Arbitration Association.

(13)COSTS TO LONG: In the event it becomes necessary for LONG to incur any costs or expenses in the collection of monies due to LONG from Buyer, or to enforce any of its rights or privileges hereunder, Buyer, upon demand, shall reimburse LONG for all such costs and expense (including, but not limited to, reasonable attorney's fees).

(14)ENTIRE AGREEMENT: These terms and conditions, and the matter set forth on the face of LONG's offer to sell, constitute the entire agreement between LONG and Buyer. No course of dealings or performances, or prior, concurrent or subsequent understandings, agreements of representations become part of this contract unless expressly agreed to in writing by an authorized representative of LONG.

(15)ASSIGNMENT: Buyer shall not assign this contract or any interest therein without the prior written consent of LONG. Any actual or attempted assignment without LONG's consent shall entitle LONG, at its sole option, to cancel this contract and, in such event, LONG shall be entitled to payment for all work performed and materials furnished to the date of cancellation, as well as reasonable compensation for lost income and profits.