

RESOLUTION NO. 12-28

A RESOLUTION OF THE CITY COUNCIL OF  
THE CITY OF CASTLE PINES, COLORADO  
APPROVING THE PLACEMENT OF A PURCHASE ORDER WITH  
GADES SALES CO., INC. FOR MATERIALS AND EQUIPMENT  
REQUIRED FOR THE CITY'S PEDESTRIAN CROSSING  
FLASHING BEACON PROJECT

WHEREAS, the City of Castle Pines ("City") is authorized to enter into contracts for the performance of general municipal governance and services; and

WHEREAS, the City desires to authorize the purchase of certain equipment and materials required for the City's pedestrian crossing flashing beacon project (the "Project"); and

WHEREAS, City Staff solicited proposals from three (3) companies for the equipment and materials required for the Project and is recommending that City Council authorize a purchase order in the amount of Fifty Thousand Seven Hundred and 00/100 Dollars (\$50,700.00), which Purchase Order will be placed with Gades Sales Co, Inc. (the "Vendor").

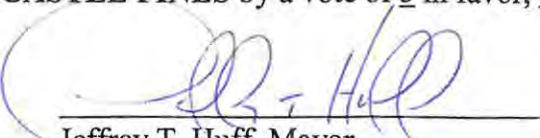
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CASTLE PINES, COLORADO, THAT:

**Section 1.** The City Council hereby (a) approves the Purchase Order in substantially the form attached hereto as **Exhibit 1** (the "Purchase Order"), (b) authorizes the City Attorney to make such changes as may be needed to correct any nonmaterial errors or language or to negotiate such changes to the Purchase Order as may be appropriate that do not substantially increase the obligations of the City, and (c) authorizes the City Manager to execute the same on behalf of the City and place a copy of the executed Purchase Order with the Vendor.

**Section 2.** If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining issues of this Resolution.

**Section 3. Effective Date.** This Resolution shall take effect upon its approval by the City Council.

INTRODUCED, READ AND ADOPTED AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF CASTLE PINES by a vote of 5 in favor, 0 against and 2 absent this 24th day of April, 2012.

  
\_\_\_\_\_  
Jeffrey T. Huff, Mayor

ATTEST:

  
\_\_\_\_\_  
Dan Schatz, City Clerk

Approved as to form:

  
\_\_\_\_\_  
Linda C. Michow, City Attorney

**EXHIBIT 1**

**GADES SALES CO, INC.  
PURCHASE ORDER - PEDESTRIAN CROSSING FLASHING BEACON PROJECT  
(MATERIALS AND EQUIPMENT)**



7501 Village Square Drive, Suite 100  
Castle Pines, Colorado 80108

Date: 4-26, 2012

Vendor: Gades Sales Co., Inc.

Vendor Address: 7100 N. Broadway, #5T  
Denver, CO 80221

Vendor Rep: Mark Coker  
Phone 303-335-8216  
mcoker@gadestraffic.com

P.O. Number: 00-001-12

P.O. Amount: Fifty Thousand Seven Hundred and 00/100 Dollars (\$50,700)

All invoices must include a valid P.O. Number and the packing list or bill of lading number referencing the shipment.

Send invoices to: City of Castle Pines  
Attn: Finance Director  
7501 Village Square Drive, Suite 100  
Castle Pines, CO 80108

**THE EQUIPMENT AND MATERIAL IS SPECIFIED ON PAGE 4.**

SHIP TO: Terracare Associates  
c/o Bill Winfield, Account Manager  
13636 E. Davies Place  
Centennial, Colorado 80112

  
City Authorized Signature

Date: 4-26, 2012



## PURCHASE ORDER TERMS AND CONDITIONS

1. **OFFER/ACCEPTANCE:** If the Purchase Order refers to Vendor's bid or proposal, then the Purchase Order is an ACCEPTANCE of Vendor's OFFER TO SELL, as stated in Vendor's bid. If no bid or proposal is referenced, the Purchase Order is an OFFER TO BUY, subject to Vendor's acceptance; which can be demonstrated by Vendor's performance of the Order or by a formal acknowledgment. Any COUNTER OFFER TO SELL is automatically construed as CANCELLATION of the Purchase Order unless a change order is issued by City of Castle Pines accepting the counter offer.
2. **CHANGES:** Any changes in prices to the Purchase Order that exceed \$50.00 shall be verified in writing, signed by an authorized representative of City of Castle Pines and acknowledged by Vendor. Each shipment received or service performed shall be deemed to be only upon the terms contained in the Purchase Order, notwithstanding any terms that may be contained in any invoice or other act of Vendor other than acknowledgment of a written Change Order to the Purchase Order from City of Castle Pines.
3. **VERIFICATION OF NO ILLEGAL ALIENS EMPLOYED:** If this Purchase Order is for services, the Vendor must provide City of Castle Pines actual verification that or verification of attempts to verify through participation in the basic pilot program (unless the basic pilot program is discontinued) that the contractor does not employ any illegal aliens and, if the contractor is not accepted into the basic pilot program prior to entering into a public contract for services, that the contractor shall apply to participate in the basic pilot program every three months until the contractor is accepted or the public contract for services has been completed, whichever is earlier.
4. **DELIVERY:** In its acceptance of any quotation offer, City of Castle Pines is relying on the promised delivery date, installation, and/or service performance as material and basic to its acceptance. In the event of Vendor's failure to deliver as and when promised, City of Castle Pines reserves the right to cancel its order, or any part thereof, and Vendor agrees that City of Castle Pines may return all or part of any shipment so made, and may charge Vendor with any loss or expense sustained as a result of such failure to deliver as promised. Vendor shall pay all shipping charges.
5. **NEW GOODS:** All equipment delivered against the Purchase Order shall be newly manufactured and of the manufacturer's current model, unless otherwise specified.
6. **QUALITY:** City of Castle Pines shall be the sole judge in determining "equals" in regard to quality, price and performance.
7. **INSPECTION:** Receipt of goods or services in response to the Purchase Order can result in authorized payment on the part of the City of Castle Pines. However, it is understood that final acceptance is dependent upon completion of all applicable required inspection procedures. Should the goods or services fail to meet all of City of Castle Pines' inspection requirements, the City of Castle Pines may exercise any or all of its rights at law or in equity, including those provided in the Uniform Commercial Code. Vendor shall be responsible for inspection and replacement of all items damaged in shipment.
8. **WARRANTIES:** All goods covered by the Purchase Order are conveyed by Vendor to City of Castle Pines subject to the warranties and buyer's remedies described in the Uniform Commercial Code – Sales adopted in Colorado at C.R.S. §§ 4-2-101, *et seq.*, including but not limited to the warranty of title and against infringement, the implied warranty of merchantability, and the implied warranty of fitness for particular purpose.
9. **TERMINATION:** In the event of the Vendor's failure to deliver as and when specifically promised, City of Castle Pines reserves the right to cancel the Purchase Order, or any part thereof, without prejudice to its other rights, and Vendor agrees that City of Castle Pines may return all or part of any shipment so made and may charge Vendor any loss or expense sustained as a result of such failure to deliver as promised.
10. **TAXES:** City of Castle Pines is exempt from Federal and State Taxes. It is Vendor's responsibility to obtain and use the sales tax exemption number of the City.
11. **PRICES:** Vendor agrees, if its bid is accepted by City of Castle Pines within the time specified, to furnish the goods and/or services in strict accordance with the specifications, and at the price set forth for each item. In case of error in extension, the unit price shall prevail. If the price is omitted on the Purchase Order, Vendor's price shall be the lowest prevailing market price.
12. **PROMPT PAYMENT:** It is City of Castle Pines' policy to promptly pay vendors for goods and services it purchases. Payments are processed at least twice each month, on the 15th and 30th, or as close to these dates as possible.

13. **ASSIGNMENT:** Except for assignment of antitrust claims, neither party to the contract created by the Purchase Order may assign any portion of the contract or Purchase Order without the prior written consent of the other party. Vendor, and City of Castle Pines as purchaser, recognizes that in actual economic practice antitrust violations ultimately impact on the purchaser. Therefore, in consideration of City of Castle Pines' issuance of the Purchase Order, Vendor hereby assigns to City of Castle Pines any and all claims it may have or may hereafter acquire under federal or state antitrust laws relating to the particular goods or services purchased or otherwise acquired by City of Castle Pines pursuant to the Purchase Order.
14. **O.S.H.A.:** All chemicals, equipment and materials proposed and/or used by Vendor in satisfaction of the terms of the Purchase Order shall conform to the standards required by O.S.H.A.
15. **MATERIAL SAFETY DATA SHEETS (MSDSs)** shall accompany each shipment, when applicable.
16. **INDEMNIFICATION:** In the event any goods sold or delivered under the Purchase Order are covered by any patent, copyright or trademark, or application therefore, Vendor shall indemnify and hold harmless City of Castle Pines from any and all loss, cost, expenses and legal fees on account of any claims, legal actions or judgments on account of manufacture, sale or use of such goods in violation, infringement or the like or rights under such patent, copyright, trademark or application.
17. **GOVERNING LAW AND VENUE:** All issues regarding the formation, performance and/or legal enforcement of the Purchase Order shall be governed by and construed in accordance with the laws of the State of Colorado. Venue for the resolution of any disputes arising out of or relating to the Purchase Order shall be in Douglas County, Colorado.

**DELIVERY INSTRUCTIONS:**

All materials/equipment identified on page 4 of this Purchase Order shall be delivered by Vendor to the City of Castle Pines at the following location on or before Thursday, May 31, 2012:

Terracare Associates  
c/o Bill Winfield, Account Manager  
13636 E. Davies Place  
Centennial, Colorado 80112

720-587-2572  
Cell: 303-419-3060



**Pedestrian Crossing Flashing Beacon Project**

PURCHASE ORDER - EQUIPMENT

LOCATION	ITEM DESCRIPTION	P/N #	QTY	UNIT PRICE	LINE TOTAL
BERGANOT TRAIL / MONARCH	SINGLE SOLAR PED FLASHING BEACON, PUSH BUTTON, 10 WATT, 2.5 ROUND POLE MOUNT WITH WEDGE, SINGLE BEACON BLACK HOUSING, AMBER LED	R820	2	\$2,600.00	\$5,200.00
	14' ALUM POLE, POWDER COATED BLACK, COLLAR, SQ ALUM BASE, BOLTS	Poles	2	\$550.00	\$1,100.00
<b>BERGANOT TRAIL / MONARCH SUBTOTAL</b>					<b>\$6,300.00</b>
CASTLE PINES PARKWAY/ FOREST PARK DRIVE	DUAL SOLAR PED FLASHING BEACON, PUSH BUTTON, 20 WATT, 2.5 ROUND POLE MOUNT WITH WEDGE, DUAL BEACON BLACK HOUSING, AMBER LED	R820	1	\$3,400.00	\$3,400.00
	SINGLE SOLAR PED FLASHING BEACON, PUSH BUTTON, 10 WATT, 2.5 ROUND POLE MOUNT WITH WEDGE, SINGLE BEACON BLACK HOUSING, AMBER LED	R820	2	\$2,600.00	\$5,200.00
	14' ALUM POLE, POWDER COATED BLACK, COLLAR, SQ ALUM BASE, BOLTS	Poles	3	\$550.00	\$1,650.00
<b>CASTLE PINES PKY / FOREST PARK DR SUBTOTAL</b>					<b>\$10,250.00</b>
GRIGGS ROAD / DANIELS GATE PARKWAY	DUAL SOLAR PED FLASHING BEACON, PUSH BUTTON, 20 WATT, 2.5 ROUND POLE MOUNT WITH WEDGE, DUAL BEACON BLACK HOUSING, AMBER LED	R820	1	\$3,400.00	\$3,400.00
	SINGLE SOLAR PED FLASHING BEACON, PUSH BUTTON, 10 WATT, 2.5 ROUND POLE MOUNT WITH WEDGE, SINGLE BEACON BLACK HOUSING, AMBER LED	R820	2	\$2,600.00	\$5,200.00
	14' ALUM POLE, POWDER COATED BLACK, COLLAR, SQ ALUM BASE, BOLTS	Poles	3	\$550.00	\$1,650.00
<b>GRIGGS RD / DANIELS GATE PKY SUBTOTAL</b>					<b>\$10,250.00</b>
MONARCH / HIDDEN POINTE	DUAL SOLAR PED FLASHING BEACON, PUSH BUTTON, 20 WATT, 2.5 ROUND POLE MOUNT WITH WEDGE, DUAL BEACON BLACK HOUSING, AMBER LED	R820	2	\$3,400.00	\$6,800.00
	SINGLE SOLAR PED FLASHING BEACON, PUSH BUTTON, 10 WATT, 2.5 ROUND POLE MOUNT WITH WEDGE, SINGLE BEACON BLACK HOUSING, AMBER LED	R820	1	\$2,600.00	\$2,600.00
	14' ALUM POLE, POWDER COATED BLACK, COLLAR, SQ ALUM BASE, BOLTS	Poles	3	\$550.00	\$1,650.00
<b>MONARCH / HIDDEN POINTE SUBTOTAL</b>					<b>\$11,050.00</b>
GLEN OAKS AVE / MONARCH	DUAL SOLAR PED FLASHING BEACON, PUSH BUTTON, 20 WATT, 2.5 ROUND POLE MOUNT WITH WEDGE, DUAL BEACON BLACK HOUSING, AMBER LED	R820	1	\$3,400.00	\$3,400.00
	SINGLE SOLAR PED FLASHING BEACON, PUSH BUTTON, 10 WATT, 2.5 ROUND POLE MOUNT WITH WEDGE, SINGLE BEACON BLACK HOUSING, AMBER LED	R820	3	\$2,600.00	\$7,800.00
	14' ALUM POLE, POWDER COATED BLACK, COLLAR, SQ ALUM BASE, BOLTS	Poles	3	\$550.00	\$1,650.00
<b>GLEN OAKS AVE / MONARCH SUBTOTAL</b>					<b>\$12,850.00</b>
<b>Pedestrian Crossing Flashing Beacon Project: Total Material / Equipment Cost All Locations</b>					<b>\$50,700.00</b>