

**TOWN OF TIMNATH, COLORADO
RESOLUTION NO. 45, SERIES 2016**

**A RESOLUTION APPROVING THE PURCHASE OF A GANGWAY
AND FLOATING DOCK SYSTEM FROM GATORDOCK
FOR THE TIMNATH RESERVOIR**

WHEREAS, the Town Council of the Town of Timnath (“Town”) pursuant to C.R.S. § 31-15-103, has the power to pass resolutions; and

WHEREAS, attached hereto as Exhibit A are the Sales Quotation & Order Forms from Crane Materials International, dba GatorDock, (Quote #85938 and #84305) outlining the details of the purchases and a combined total amount of \$35,954.00; and

WHEREAS, on December 23, 2015, the Town Manager authorized the Purchase Requisition for \$23,355.00 to GatorDock for the purchase of the dock system; and

WHEREAS, on December 23, 2015, the Town Manager authorized a down payment amount of \$18,000.00 to initiate the fabrication of the dock system; and

WHEREAS, the Town has expanded the scope of the original dock system to include an additional 5’ of gangway as well as an additional 40’ floating dock, thereby increasing the overall purchase price to \$35,954.00; and

WHEREAS, the Town Council is familiar with the attached Sales Quotation & Order Forms and finds this purchase to be in the best interest of the Town, its residents, and the general public.

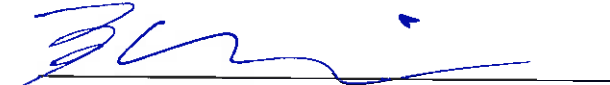
NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, COLORADO as follows:

Section 1. Approval

The Gangway and Floating Dock System from Crane Materials International is hereby approved in substantially the form as attached hereto, subject to technical or otherwise non-substantive modifications, as deemed necessary by the Town Manager in consultation with the Town Planner, Engineer, Legal Counsel, and other applicable staff or consultants.

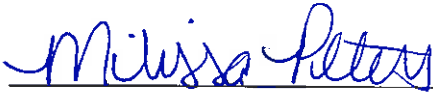
INTRODUCED, MOVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, ON JUNE 14, 2016.

TOWN OF TIMNATH, COLORADO



Bryan Voronin, Mayor Pro Tem

ATTEST:



Milissa Peters, CMC
Town Clerk



EXHIBIT A

SALES QUOTATION & ORDER FORM #84305

SALES QUOTATION & ORDER FORM #85938



Crane Materials International

1165 Northchase Pkwy SE Suite 300
Marietta, Georgia USA 30067-6422
770-933-8166 Fax 770-933-8363

SALES QUOTATION & ORDER FORM

**DOCKS - PIERS
GANGWAYS
BRIDGES &
Rail**

PAGE: Page 1 of 3
QUOTE NUMBER: 84305
QUOTE DATE: 12/22/2015
PO# OR JOB NAME:
CUSTOMER: Town of Timnath

Bill To: Town of Timnath
4800 Goodman Rd.
Timnath, CO 80547

Ship To: Town of Timnath
4800 Goodman Rd.
Timnath, CO 80547

CONTACT NAME: --
OFFICE PHONE: 970-226-0557
HOME PHONE:

FAX NO.:
CELL PHONE: () -
PAGER:

| | | | |
|-----------------------|-------------------------------|-------------------|---|
| CUSTOMER NO. 37485 | SALESPERSON NAME Dan Green | Terms: Pre-Pay | TERMS STRICTLY ENFORCED 1 1/2% DELINQUENCY CHARGES |
|-----------------------|-------------------------------|-------------------|---|

| | |
|------------------|----------------|
| Taxing Authority | Tax Exempt No: |
|------------------|----------------|

| QTY ORDERED | ITEM | Tax | Type | UM | UNIT PRICE | EXTENDED PRICE |
|-------------|---|-----|------|----|------------|----------------|
| 1 | Fltg Dock-Alum-Poly- 8x40' 2x8 P.T. Pine Fender, w/Vinyl "P" Bumper, Cleats | Y | SPA | EA | 10,720.00 | \$10,720.00 |
| 1 | Gangway DR1-Alum-4x20' | Y | NON | EA | 4,735.00 | \$4,735.00 |
| 4 | Winch Stand | Y | SPA | EA | 475.00 | \$1,900.00 |
| 1 | Freight & Handling | Y | INV | EA | 6,000.00 | \$6,000.00 |

| | | | |
|------------------------|--|-----------|-------------|
| Shipping Instructions: | Standard lead time is 60 days from acceptance and entry of order by CMI or final drawings approval. (Above lead time is for initial shipment) | Subtotal | \$23,355.00 |
| | | Sales Tax | 0.00 |
| | | Total | \$23,355.00 |



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QUOTE DATE: 12/22/2015
PO# OR JOB NAME:
CUSTOMER: Town of Timnath

Buyer is solely responsible for determining the effectiveness, suitability, and safety of any particular use or application of the product. Buyer is responsible for providing Seller with the product design and engineering specifications and criteria. Seller is not responsible for the installation of the product and is not responsible for delivery delays, installation rates, or any consequential damages. Any claims are governed by the applicable expressed Limited Warranty for each specific product. Seller provided Shop drawings of custom products are for fabrication approval only.

Seller complies with State and Federal material supply notification requirements on Projects.
Sales Tax Exemption Certificates must be provided at the time of order if applicable.
Attached Terms and Conditions of Sale are an integral part of this Sales Quotation and Order Form

I understand that upon signing, this SALES QUOTATION becomes my ORDER and is a binding contract once it has been accepted by CMI in Atlanta.

X  _____
Authorized Customer Signature Date Customer PO#

Sales Manager Signature Date

Acting Town Manager



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PAGE: Page 3 of 3
QUOTE NUMBER: 84305
QUOTE DATE: 12/22/2015
PO# OR JOB NAME:
CUSTOMER: Town of Timnath

TERMS and CONDITIONS of SALE

Product Design: Seller is responsible for designing the product in accordance with the specifications provided by the Buyer. Seller does not perform project site inspection and testing to determine product selection or criteria and therefore does not assume any Fit for Use responsibilities belonging to buyer's engineers and managers.

- 1. Quoted Prices:** are valid for 30 Days unless specifically extended in writing by Seller.
- 2. Change Requests :** must be in writing and acknowledged by the Seller. Additional charges may apply.
- 3. Drawings:** Product design drawings will be provided for final customer approval. Customer signature is required in order to begin fabrication. Changes by Buyer requiring additional charges will require approval before proceeding to fabrication.
- 4. Sales Taxes:** for States other than AL, CA, FL, GA, KY, LA, MD, MI, NC, NJ, NY, OH, TN, TX, VA, WA are the Buyer's sole responsibility to file and pay to appropriate agencies.
- 5. Tax Exempt Projects:** An EXEMPTION CERTIFICATE is required at the time of order.
- 6. Shipping Charges:** Seller will select method of shipment and routing unless specified by Buyer. Freight charges quoted are exclusive of any special access fees or costs or any unloading costs unless specifically noted on the quotation. Buyer will be billed for any additional charges.
- 7. Freight Claims:** Buyer is responsible for the unloading and inspecting all products and materials upon arrival. A driver signature evidencing damages or shortage is required to file a claim with carrier.
- 8. Credit Card Payments:** A 3% fee will be added when payment is made by credit card
- 9. Late Payment Charges:** Late payments are subject to a 1.5% per month delinquency charge.
- 10. Purchase Orders:** Any Buyer Terms or Conditions must be submitted for Seller approval.
- 11. Cancelled Orders:** Cancellation Charges will be based on all costs incurred by Buyer.
- 13. Storage Charges :** Charges will apply on Orders held up by the customer from shipment.
- 14. Applicable Law:** This transaction shall be governed by the laws of the State of Georgia.

Deposits / Progress Payments for GatorDock and GatorBridge custom fabricated structures

~~20% Deposit Required to begin design process.~~

~~40% Progress Payment Required to commence fabrication~~

~~40% Prior to shipment (unless credit has been approved prior to order placement)~~

- \$18,000 DEPOSIT - INVOICE IMMEDIATELY
- \$5,355 DUE BEFORE SHIPMENT

CMI is not responsible for site preparation, the foundation nor the installation of the bridge and therefore cannot make recommendations, nor engineer or design any connection apparatus or system.

All Terms, Conditions and Information contained in Proposals and Submittal Packages and on Drawings are hereby incorporated as an integral part of this quotation

Acceptance: I agree to the above terms and conditions of this contract and the prices stated herein.



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SALES QUOTATION & ORDER FORM

**DOCKS - PIERS
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BRIDGES &
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PAGE: Page 1 of 3
QUOTE NUMBER: 85938
QUOTE DATE: 5/24/2016
PO# OR JOB NAME:
CUSTOMER: Town of Timnath

Bill To: Town of Timnath
4800 Goodman Rd.
Timnath, CO 80547

Ship To: Town of Timnath
4800 Goodman Rd.
Timnath, CO 80547

CONTACT NAME: --
OFFICE PHONE: 970-226-0557
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|-------------|--|-----|------|----|------------|----------------|
| 1 | Other Products - Dock Increase length of gangway on order 137710 to 25ft total | Y | SPA | EA | 1,879.00 | \$1,879.00 |
| 1 | Dock - Aluminum - Poly additional floating dock to match existing dock on order 137710, hinged connection between docks | Y | SPA | EA | 10,720.00 | \$10,720.00 |

| | | | |
|-------------------------------|--|------------------|--------------------|
| Shipping Instructions: | Standard lead time is 60 days from acceptance and entry of order by CMI or final drawings approval. (Above lead time is for initial shipment) | Subtotal | \$12,599.00 |
| | | Sales Tax | 0.00 |
| | | Total | \$12,599.00 |



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X

Authorized Customer Signature

Date

Customer PO#

Sales Manager Signature

Date



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