AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Ratification of Public Works Director Signature; S

Action Requested: Other Approve Public Works Director Signature

Parties to the Agreement: Recycle Systems and Gunnison County

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

This baler will be purchased with funding from the CDPHE Recycle grant

Fiscal Impact: $128,826.00

Submitted by: Marlene Crosby **Submitter's Email Address:** mcrosby@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:
Included in budget, no concerns LN

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 12/8/2016

County Attorney Review: (●) Required ( ) Not Required

Comments:
ok - gs

Reveiwed by: GUNCOUNTY1\gstuhr Discharge Date: 12/8/2016 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 12/9/2016

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 0

Agenda Date: 12/20/2016

Revised April 2015

Recycle Systems

Sales Agreement

Customer: Gunnison County Public Works
Address: 195 Basin Park Drive
Gunnison, CO 81230

Date: 11/18/2016

Ship To: 195 Basin Park Drive
Address: Gunnison, CO 81230

RECYCLE SYSTEMS AGREES TO SELL AND BUYER AGREES TO PURCHASE THE EQUIPMENT HEREIN DESCRIBED IN ACCORDANCE WITH THIS SALES AGREEMENT INCLUDING TERMS OF SALE ITEMS 1-15.

Qty	Manufacturer	Description/Serial Number	Model	Price
1	American	Horizontal Baler 460V 3Phase Right Hand Layout	PW3560-830	$ 82,675.00
1	REM	Transfer Conveyor Optional Cable E-Stops	TRC-19	$21,145.00 $662.00
1	REM	Sorting Conveyor (includes wheels on tail end) Optional Variable Speed Drive Optional Cable E-Stops	SC-20	$21,695.00 $1,987.00 $662.00
			Total	$128,826.00

FOB: Gunnison, CO **Delivery the week of 5/15/2017** **Installation is included.**
Purchase Order # 15737. Detailed specifications per quotation of 6/29/2016.
Customer Responsibilities: Customer to supply lifting equipment, free and clear access to site for installation during normal working hours, proper electrical power supply to a fused disconnect and all field wiring.
Payment Terms: 30% payment with order, 60% two weeks prior to shipping, 10% upon delivery

Customer is responsible for determining existing power supply and providing proper electrical supply to equipment in accordance with applicable electrical codes. ***Please consult your electrician.***

This Agreement becomes binding on Recycle Systems only after the buyer accepts and signs below and it is approved by Recycle Systems by its duly authorized representative in the space below.

For: Recycle Systems

By: _____
(Signature)

_____
(Print Name and Title)

Date: _____

For: Gunnison County Public Works

By: _____
(Signature)

_____
(Print Name and Title)

Date: _____

SALES Confirmation/Agreement - TERMS OF SALE

1. **Ownership and Delivery**. Upon taking delivery of the equipment the Buyer assumes all risk of loss while it is in the Buyer's possession regardless of acceptance or rejection of the equipment.
2. **Specifications**. Buyer has approved specifications of product and its configuration or arrangement as appropriate for Buyer's application and is responsible for the costs of any errors or misinterpretations of specifications or configuration unless caused by an error on the part of the Seller. Buyer's approval of specifications includes accepting responsibility for compliance with any electrical codes, electrical voltage and power requirements, safety and electrical inspections and certifications. Buyer is responsible for providing correct incoming power to the equipment as ordered as per applicable electrical and safety codes.
3. **Inspection**. Buyer shall make a prompt inspection of the equipment immediately upon delivery for damage and notify Seller immediately in writing of any damage claims within 48 hours of receipt of equipment so that the Seller may process the claim and effect repairs at Seller's expense. The equipment shall also be inspected by the Buyer to verify that it conforms to the Buyer's order. Failure to provide notice of any non-conformity to the order within 5 days after receipt shall be deemed acceptance. If the equipment does not substantially conform to the equipment ordered, the Seller may modify or replace the nonconforming equipment within fifteen (15) business days of receipt of the equipment by Buyer. If the Seller elects not to modify or replace the non-conforming equipment, the Buyer may return the equipment to Seller at Seller's cost and receive a full refund of any monies paid by Buyer to Seller.
4. **Taxes, Duties, Fees, Tolls, and Permits**. Our quoted prices do not include any Sales, Use, Excise, or any other tax of similar nature, whether federal, state, provincial, or local in origin; and any taxes, duties, customs brokerage fees, tariffs, surcharges, applicable to the equipment or transportation, export or import of the equipment are to be paid by the Buyer. Any personal property taxes or other taxes now or hereafter imposed or due on the equipment are payable by the Buyer. Permits, licenses, and any other special fees are also the responsibility of the Buyer including any certifications such as UL, CUL or CSA.
5. **Payment**. Payment shall be made according to the terms on this agreement, and unless specifically noted, full payment is due thirty (30) days after delivery. Unpaid balances beyond thirty (30) days are subject to a default interest charge of 1.5% per month. Buyer agrees to pay this interest charge, plus any costs of collection, including reasonable attorney's fees. As security for payment, Buyer gives to Seller a first position security interest in the equipment. Seller will record a UCC-1 Financing Statement to record this security interest, and Buyer agrees to execute any documents required to record such interest
6. **Delays/Cancellation.** In the event that equipment is ready for shipment and shipment is delayed at the request of the Buyer, then the full amount of payment will be due according to the applicable terms, with the date of notification to Buyer that equipment is ready to serve as the delivery date for purposes of billing. If Seller incurs extra expenses due to delays in shipment such as storage and handling charges these charges shall be paid by the Buyer before equipment is released for shipment. Equipment orders are not subject to cancellation by Buyer. In the event that Buyer fails to make scheduled payments within 10 days of the due date under this agreement, then Seller may take such non-payment as notice of default on the part of the Buyer and proceed to sell equipment to other potential customers. If this occurs Seller will retain any payments received from Buyer until equipment is sold and full payment received from a new customer. Buyer will be assessed a default fee of 5% of original equipment order value or $5,000 whichever is higher, and will also pay 1.5% interest per month on the unpaid order balance and pay any costs incurred by Seller caused by order default such as storage, handling, marketing costs, and lost sales revenue if equipment is sold at discount from original price. In the event no customer is found for the equipment within 6 months of Buyer's default then the full amount due for the equipment shall be immediately due.
7. **Location/Title**. The equipment shall be used at the location(s) listed in this Agreement, and until full payment is received, shall not be removed without prior written consent of Seller. Until payment is received in full, the equipment shall at all times be the sole property of the Seller and the Buyer shall have no property rights therein. The equipment shall remain personal property even though installed in or attached to real property.
8. **Liability**. Buyer assumes all risk of liability, whether or not covered by insurance, and for loss or damage to the equipment and for any personal injuries or death to persons arising from or incident to the shipment from manufacturer, delivery, installation, use, operation or storage of the equipment sold hereunder, whether such injury or death is caused by agents or employees of Buyer or by any other third person and whether such damage to property be that of Buyer or any third party. No loss or damage to the equipment or any part thereof shall impair the obligation of Buyer to make all payments due Seller under this Agreement. If a claim shall arise in connection with the equipment the Buyer shall promptly notify Seller of the nature of the claim.
9. **Waiver of Consequential Damages**. Under no circumstances shall Seller be liable to Buyer for any consequential damages (specifically including any loss of business revenue) suffered by Buyer as a result of the Seller's failure to deliver the specific equipment ordered by Seller or the performance of the equipment. Rather, the Buyer's sole remedy shall be set forth in Section 2 of this Agreement. Buyer and Seller understand that this provision has been specifically negotiated between the parties and is a material term to this contract.
10. **Assignment**. The equipment described herein, and Buyer's obligations under this Agreement, shall not be transferred, delivered, or assigned to any other person or corporation without prior written consent of Seller.
11. **Maintenance/Care of Equipment**. Except for the warranty service as outlined in the Manufacturer's Warranty Agreement, Buyer shall be responsible at Buyer's expense, for all repairs and maintenance on the unit and shall only use repair technicians authorized by Seller for warranty service. Buyer agrees that only experienced and trained personnel of suitable age (according to applicable labor Laws) and discretion shall be permitted to operate the equipment.
12. **Disclaimer of Warranties.** The parties acknowledge that the Seller has not designed or manufactured the equipment sold to Buyer in any way. Seller gives no warranties in respect to the equipment except as specifically stated in the Seller's price quotation and in the manufacturer's warranty certificate. Specifically, the Seller makes no warranties that the equipment is suitable for a particular purpose. Rather, the Buyer agrees to purchase the equipment "AS-IS" subject to Buyer's inspection rights set forth in Section 3 of this Agreement and any manufacturer warranty received by Buyer in conjunction with the purchase of said equipment.
13. **Continuance.** The Liability, Warranty Jurisdiction and Venue provisions of this Agreement will continue and be binding on each party and its successors and assigns.
14. **Force Majure**. Seller is excused from its obligations under this Agreement due to causes beyond its control until such causes are abated.
15. **Jurisdiction/Venue/Entire Contract**. This Agreement shall be interpreted in accordance with the laws of the State of Washington. Buyer agrees that jurisdiction and venue shall be in King County, Washington. Any disputes between the parties shall be subject to binding arbitration with an arbitrator selected by the Presiding Judge of the King County Superior Court. The prevailing party at any arbitration shall be entitled to an award of attorney's fees. This contract sets out the entire Agreement between the parties and any modifications shall be in writing and agreed to by both parties.

Buyer's Initials _____

Recycle Systems LLC

Washington: 12828 Willows Rd NE, Kirkland, WA 98034
P.O. Box 201, Kirkland, WA 98083-0201
Phone: (425) 453-9300
Fax: (425) 747-7383

Colorado: Mike Coppens
3285 S. Lisbon Ct.
Aurora, CO 80013

Phone: (303) 946-9826

Corporate Headquarters

Washington: P.O. Box 201, Kirkland, WA 98083-0201
Phone: (425) 453-9300
Fax: (425) 747-7383
Web Site: www.recyclesys.com
President: Greg Matheson
Office Manager: Jan McFarland

Federal Employer ID Number	91-2107821
State of Washington UBI	602-103-506
State of Utah Tax Account	E85017
State of Colorado Tax Account	27537088

BANK REFERENCES

Union Bank	Phone: (206) 587-4752
1201 Third Avenue, 9th Floor	Contact: Lucy Miyamoto
Seattle, WA 98101	Account No. 8891000278

TRADE REFERENCES

American Baler	Phone: (800) 843-7512
Harmony Enterprises	Phone: (800) 788-9636
Harris Waste Management	Phone: (800) 468-5657, x 248
Nedland Industries	Phone: (800) 447-4925

RECYCLE SYSTEMS LLC
PO 201
Kirkland, WA 98083-0201
(888) 453-9300 Tel
(425) 747-7383 Fax
jmcfarland@recyclesys.com

Account Set Up Form

Business Name: _____

Mailing Address: _____

_____

_____

Accounting Department Contact _____

Shipping Address (if different): _____

_____

_____

Telephone _____ Fax Number _____

Date Established_____ Corporation_____Partnership_____Other _____

Federal Tax ID number or Tax Number _____

Bank _____

_____

Contact_____

Phone_____Account Number _____

Visa/Mastercard or Credit Card Number_____

Expiration Date_____Credit Card Name_____

Credit Card Security Code (last three numbers on signature strip on rear of card) _____

Trade References (2):

Name _____

Address _____

Phone _____

Name _____

Address _____

Phone _____

Who is authorized to purchase parts and equipment?

_____

Do you use a purchase order system? _____Yes _____ No

Preferred Freight Carrier(s):

Full/Partial Truckload_____ or _____

Less than 150 lbs. _____ or _____

Account Number(s) if applicable_____

Customs Broker_____ Contact_____

Address_____ _____

Telephone_____ Fax Number _____

TERM AND CONDITIONS OF SALE

Unless invoice indicates otherwise, parts payments are due and payable (30) thirty days from ship date. Service and repair payments are due 15 days from date of service.

In the event Recycle Systems LLC finds it necessary to seek legal counsel for payment disputes or is forced to involve a third party agency to collect on delinquent accounts, the purchasing party agrees to pay reasonable agency and attorney fees.

All claims for damaged or lost items must be made in writing within three (3) days of delivery.

Recycle Systems LLC reserves the right to charge interest on delinquent accounts at the rate 18% per annum and the purchasing party agrees to pay such interest as it accrues on overdue payments.

INDIVIDUAL PERSONAL GUARANTEE

IN CONSIDERATION OF THE SALE OF MERCHANDISE TO PURCHASER, EACH OF THE PERSONS WHOSE NAMES APPEAR BELOW HEREBY AGREE TO GUARANTEE PAYMENT OF ANY SUM WHICH MAY BECOME DUE TO YOU UPON DEMAND IF THE COMPANY FAILS TO PAY THE SAME. THE GUARANTEE IS CONTINUING AND IRREVOCABLE WHILE THERE IS ANY UNPAID BALANCE DUE ON THE ACCOUNT. THE UNDERSIGNED WAIVES NOTICE TO DEFAULT, NON-PAYMENT AND NOTICE THEREOF AND CONSENT TO ANY MODIFICATION OR RENEWAL OF THE CREDIT AGREEMENT GUARANTEED.

_____ _____

(Applicant Signature) (Date)

_____

(Printed Name)

_____ _____

(Applicant Signature) (Date)

_____

(Printed Name)