

TO: Rich Englehart, Deputy City Manager
Greg Trainor, Utility & Street Systems Director
Jay Valentine, Assistant Financial Operations Manager

FROM: Darren Star, Solid Waste & Streets Manager
Scott Hockins, Purchasing Supervisor

DATE: August 24, 2009

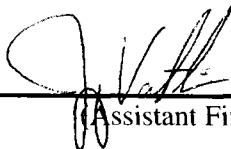
SUBJECT: Purchase of Mobil Office for GJCRI

The City's Solid Waste Fund has money budgeted in 2009 for the remodel of an old waste water treatment plant building located at the Municipal Campus to be used as office space, employee break room, and bathrooms for Grand Junction Curbside Recycling Indefinitely (GJCRI). Currently, GJCRI is using an old trailer that does not meet ADA, OSHA, or HEPA requirements.

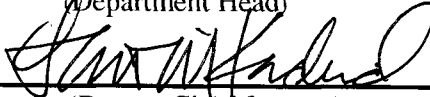
As an alternative to the remodel, the idea came up of using a designed mobile office to meet there needs, that could be moved when the recycling drop-off with the J-2 master plan for the Municipal Campus is completed. If approved, the Solid Waste Department would reduce the monthly payment equal to the amount of the purchase of the office trailer for GJCRI.

After consulting with their accountant about the purchase of the office trailer, GJCRI was informed that if purchased by GJCRI with City funds, their taxes would increase approximately \$30,000 due to depreciation taken over 30 years. In light of this information, if the City were to purchasing the trailer, it would reduce GJCRI's tax liability. The City would retain ownership of the trailer which could be utilized for future needs.

Attached is a bid from Williams Scotsman of Grand Junction in the amount of approximately \$78,554, which meets the requirements. Williams Scotsman is the only local provider of mobile offices. With your approval, the City will purchase the trailer and reduce the payments to GJCRI accordingly.

APPROVED:  _____ **Date:** 8/25/09
(Assistant Financial Operations Manager)

APPROVED: _____ **Date:** _____
(Department Head)

APPROVED:  _____ **Date:** 8/26/09
(Deputy City Manager)

**SALES AGREEMENT
(New Equipment)**

Full Legal Name of Buyer and Address: City of Grand Junction 333 West Avenue Building A Grand Junction, CO 81501		Delivery Address: City of Grand Junction 333 West Avenue Building F Grand Junction, CO 81501		
Phone #: 970/244-1484		Fax #: 970/244-1427		
Serial #/Size/Model ("Equipment"):		64 x 16 (60 x 16 Box Size) Mobile Office		
Order #: 2009-00020675		Delivery Date (approx.): October 26 th , 2009		
Equipment Description: 64 x 16 (60 x 16 Box Size) Mobile Office – Design Build As Per Customer Specifications				
PURCHASE PRICE	Equipment Cost:	\$ 63,950.00	Delivery/Freight:	\$ 7,200.00
	Sales Tax:	\$ Exempt	Block/Level/Anchors	\$ 1,045.00
	Skirting/Steps	\$ 3,609.00	Stump Removal/Site Prep	\$ 2,750.00
			Total Purchase Price:	\$ 78,554.00

PAYMENT TERMS: Net 10 Days

This Sales Agreement (the "Agreement") is made this 9th day of September, 2009, by and between **Williams Scotsman, Inc.**, a Maryland corporation, doing business at 8211 Town Center Drive, Baltimore, Maryland 21236 ("Seller") and City of Grand Junction ("Buyer"), doing business at the address noted above.

Buyer agrees to purchase from Seller one or more trailer(s) and/or relocatable modular and/or pre-fabricated structures, including stairs, railings, furniture, and other items attached or appurtenant thereto, as noted above and detailed on any **ADDENDA** to this New Equipment Sales Agreement, hereinafter collectively referred to as the "Equipment", for the purchase price and payment terms set out above, subject to the terms and conditions set forth below and on the second page of this Agreement.

IN WITNESS WHEREOF, the parties, by their duly authorized officers, have signed, sealed, and delivered this Agreement on the date noted above and below.

ACCEPTED BY:

BUYER: CITY OF GRAND JUNCTION

SELLER: WILLIAMS SCOTSMAN, INC.

BY: Scott Hockens
Signature

BY: _____
Signature

Scott Hockens, Purchasing Supervisor
Print Name and Title

Print Name and Title

9/9/09
Date

Date

SEE SECOND PAGE FOR ADDITIONAL TERMS

ADDITIONAL TERMS

1. **ORDER & DELIVERY.** Seller will deliver to the location indicated in this Agreement the Equipment being purchased by Buyer. Buyer will provide reasonable access by truck to the delivery location. It is understood and agreed between the parties that Seller, in reliance on the promises of Buyer contained herein, is specially ordering the Equipment described in the Agreement from the manufacturer, based on information supplied to Seller by Buyer. In so ordering this Equipment, Buyer understands that the Equipment may not be standard, readily resalable product, and that Seller is incurring extraordinary costs and expenses in ordering this Equipment from the manufacturer. Upon delivery, Buyer agrees to inspect and accept the Equipment. The Equipment is deemed finally accepted at the time of delivery unless Buyer notifies Seller of a defect or deficiency in writing by telefacsimile and in writing by regular mail addressed to Seller's address shown on Page (1) one of this Agreement within forty-eight (48) hours after receipt of the Equipment.
2. **TITLE.** The parties expressly agree that title to the Equipment shall pass from Seller to Buyer only after Buyer has paid Seller the total purchase price indicated in this Agreement. Prior to the payment of the total purchase price, Buyer hereby appoints Seller or its agents or assigns as Buyer's attorney-in-fact for the purpose of executing U.C.C. financing statements on behalf of Buyer, and to publicly record such statements to protect Seller's interest in the Equipment. Documents of title, if any, as available to Seller, related to the Equipment will be provided to Buyer thirty (30) days after the total purchase price has been received by Seller. Otherwise, all licensing, titling and permits required and/or desired by Buyer and any costs affiliated with them are the responsibility of Buyer and are to be obtained at Buyer's cost.
3. **RISK OF LOSS; FURTHER LIABILITY.** Upon delivery of the Equipment, all risk of loss or damage to the Equipment passes from Seller to Buyer. In addition, Buyer hereby indemnifies Seller and agrees to save, defend and hold Seller harmless against all losses, damages, liability, costs and expenses (including attorneys' fees), as a result of any actions, claims, or demands arising out of this Agreement or related to the Equipment.
4. **PERFORMANCE; REMEDIES.** If Buyer fails to pay the total purchase price or any other payment due hereunder as or when due, or fails to perform any other term or condition of this Agreement, then such failure shall constitute an Event of Default. If an Event of Default occurs, Seller may do any or all of the following: (1) terminate this Agreement; (2) repossess any or all of the Equipment and bring an action against Buyer for any deficiency to recover the full benefits of its bargain under this Agreement; (3) designate an attorney to appear for Buyer in any court of record and confess judgment against Buyer for the amount of any unpaid balance due on this Agreement with interest accrued hereon, as set out below, together with costs of suit and the sum of fifteen percent (15%) of such unpaid balance as attorneys' fees. Moreover, any balance due owed by Buyer on this Agreement not timely paid shall bear interest at the rate of one and one-half percent (1-1/2%) per month or the maximum rate permitted by law, whichever is lower; (4) exercise any and all rights and remedies available at law or in equity.
5. **LIMITED WARRANTY.** The Equipment referred to herein is New Equipment, and Seller hereby assigns to Buyer all assignable manufacturers' warranties. For a period of twelve (12) months beginning with the date of delivery of the Equipment to Buyer, Seller shall repair or replace all defective parts of the Equipment (excluding HVAC filters, fire extinguishers, fuses/breakers, and light bulbs). Replacement or repair of Equipment that fails due to normal though excessive use, Buyer's alteration of the Equipment, or use of the Equipment for a purpose for which it was not intended or other misuse, is excluded. All mechanical and electrical systems shall be subject only to manufacturers' warranties and are not warranted by Seller. **Except as expressly stated herein, Seller disclaims any and all other warranties, either express or implied, including without limitation all warranty of merchantability, fitness for a particular purpose or usage of trade.**
6. **BUYER'S REMEDIES.** Buyer hereby agrees that its damages for Seller's uncured breach of this Agreement shall consist of the return to Buyer of a proportionate amount of the purchase price for the Equipment, out of funds paid by Buyer to Seller, as reasonably compensates Buyer for any uncured breach by Seller of this Agreement. Seller shall have no liability whatsoever for any consequential or incidental damages, costs or expenses arising from the Equipment or any other factor.
7. **MISCELLANEOUS.** (A) This Agreement is the entire contract between the parties with respect to the subject matter hereof and supersedes all prior agreements and negotiations between them. This Agreement may be changed or amended only by a writing which is signed by a duly authorized representative of each party. (B) This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland. Buyer hereby consents to the jurisdiction of the courts of Baltimore County, Maryland for the enforcement of this Agreement. Buyer hereby waives any and all rights to and/or claims of sovereign immunity. (C) Each party represents and warrants that this Agreement is valid and binding, is duly authorized by appropriate corporate action, and that the person signing has authority to bind the respective party to this Agreement. (D) Time is of the essence with respect to the performance of this Agreement. (E) Buyer shall not assign its right or obligations under this Agreement without the prior written consent of Seller. (F) All notices related to this Agreement shall be in writing and sent to the other party at its address stated herein. (G) Each party hereby irrevocably waives any right it may have to a trial by jury. (H) The parties hereby covenant and agree that Seller may rely on a telefacsimile signature of Buyer on this Agreement and/or any Amendment hereto. Any such signature shall be treated as an original signature for all purposes. The telefacsimile transmission by Buyer to Seller of this Agreement signed by Buyer shall be deemed to be the original Agreement for all purposes.