

October 3, 2022

Mayor Bradshaw and City Councilors City of Ketchum Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to approve Purchase Order #23013 with Western States CAT

Recommendation and Summary

Staff is recommending the Council approve Purchase Order #23013 with Western States CAT for the purchase of a new CAT 908M Compact Wheel Loader with forks, snow blower and snow push plow attachments and adopt the following motion.

"I move to approve Purchase Order #23013 with Western States CAT of Twin Falls ID for the purchase of a new CAT 908M Compact Wheel Loader."

Introduction and History

The recommended purchase of a 908M Compact Wheel Loader with attachments will be used by the Water Department for day-to-day field maintenance, operations, snow plowing, emergencies and to lessen the load on our old backhoe.

Financial Requirement/Impact

The expense for the CAT 980M Compact Loader with attachments of \$136,460.51 is a planned and budgeted expenditure that will be funded out of the water division FY 2022 – 2023 budget and has been approved by the Council.

Analysis

Western States CAT of Twin Falls has generously put a hold on this 980M Loader for the city that was recently delivered to their yard. By acting now, we are not subject to wait months to a year for the delivery of this piece of equipment.

Attachment:

Western States CAT Sales Agreement #Q000273342-2 Purchase Order #23013



Twin Falls 3085 E Kimberly Rd Twin Falls, ID 83301 208.734.7330

Delivery Freight

EMS Gov - Governmental Failsafe

SOLD TO:

City Of Ketchum PO Box 2315 Ketchum, ID 83340-2315

ITEM DESCRIPTION

SHIP TO: Office PO Box 2315 Ketchum, ID 83340-2315

Caterpillar 81" BKT 1.4YD3 GP SSL 908 H/M S/N: A421CBK23211 ID: E0102087

2022 Caterpillar 908M Compact Wheel Loaders S/N: H8805238 SMU: 7 hrs ID:E0085921

SALES AGREEMENT

AGREEMENT: Q000273342-2 AGREEMENT DATE: 9/19/2022 AGREEMENT EXPIRES: 5/7/2022

WAREHOUSE: Twin Falls Machine Sales

CUSTOMER NO.: 4855600

CUSTOMER PO:

SALESMAN: Shane G Johnson

Shane.Johnson@wseco.com

PRICE

\$121,870.68

New Warranty - MS New Warranty 5 years 2000 hour go	overnmental fail safe	
ERS 85" HF 2420 SNOWBLOWER S/N: 1147693 YEAR: 2022 ID: E		\$8,078.02
Caterpillar SNOW PUSH 8' STEEL T/E SSL S/N: TBD YEAR: 2022		\$3,872.09
Caterpillar 48" P Forks QC 906-908 S/N: E0106137A YEAR: 2022 ID): E0106137	\$2,639.72
Notes	Before Tax Balance	\$136,460.51
	Sales Tax	\$0.00
	Trade Payoff	\$0.00
	Downpayment	\$0.00
	Net Due	\$136,460.51
Western States Equipment	City Of Ketchum	
Order Received by		
· Surgione	Approved and Accepted by	
Title Salesman Date 9/20/22		∆∕Date
	Warranty Document Received (initial)	
Trade Ins: All trade-ins are subject to equipment being in as inspected condition by vendor at time of delivery of replacem free and clear of all claims, ilens, and security interest except as shown above.	nent machine purchase above. Purchaser hereby sells the trade in equipmen	nt described above to the vendor and warrants it to be
Warranty: By initialing above the customer acknowledges that they have received a copy of the Western States Co/Cater, implied except as specified above.	pillar Warranty and has read and understands said warranty. All used equip	ment is sold as is where is and no warranty is offered or



SALES AGREEMENT

NO.: Q000273342-2

EQUIPMENT DETAILS

4379013 908M WHEEL LOADER S3B CERT 2592925 TIRES, 405/70 R20, DL, SPT9 3080189 VALVE, DRAIN, ECO 3453556 HEATER, ENGINE COOLANT, 120V 4333258 SECURITY SYSTEM, NONE 4379056 SOUND SUPPRESSION, STANDARD 4379092 JOYSTICK, E/H, TANDEM VALVE 4381876 CAB, DELUXE, SINGLE BRAKE 4479417 FAN, COOLING, ON DEMAND 4514363 CPLR, VERT, HIGH FLOW 4542909 ANTIFREEZE, -36C (-32F) 5397204 SEAT, DELUXE 5739587 PRODUCT LINK, CELLULAR PL641 0G3150 PACK, ROLL ON/ROLL OFF BY SEA 0G3273 RUST PREVENTATIVE APPLICATOR 2860581 BUCKET-GP, 1,4 YD3. 901458 2420 HYDRAULIC SNOWBLOWER 85" 300889 WIRE HARNESS CAT "D" SERIES 14 PIN 0P0096 2025483 FORK, PALLET, 48" CL 2611425 CARRIAGE, 51", CLASS

2368015 SEAT BELT, RETRACTABLE 3" 2739577 AIR INTAKE, STANDARD 3131722 LIGHTS, ROADING, RH DIP, HALOGEN 4233083 ALARM, BACK UP 4379054 ENGINE, 55KW, C3.3B, T4F, HRC 4379070 TRANS 22 MPH DIFF LOCK E/H 4379132 AIR CONDITIONER, AND HEATER 4470747 FEATURE PACKAGE, LOAD/ROAD 4489539 LIGHTS, STD, HALOGEN 4542908 HYDRAULIC OIL, STANDARD 4620852 INSTRUCTIONS, ANSI 5414413 RADIO, AM/FM, BT/USB/AUX/MIC 4218926 SERIALIZED TECHNICAL MEDIA KIT 0P9003 LANE 3 ORDER 0P0199 WT-ALLIED WT-ALLIED 320058 FLAT FACED FACTORY INSTALLED COUPLERS WT-SSL WT-SSL 4798120 SNOW PUSH, 8', SSL, 0P0199

TERMS AND CONDITIONS

1. OFFER TO SELL, METHODS OF ACCEPTANCE AND AGREEMENT TERMS: This Sales Agreement ("SA") is an offer for the sale of the equipment, vehicles, accessories and attachments described on the invoice (referred to generally as "equipment" or "goods") by Western States Equipment Company, an Idaho business corporation or its affiliates ("WSECO") to Customer under the terms and conditions specified herein. This offer may be accepted by (1) the execution of this SA by a representative of Customer or (2) Customer's verbal or written authorizations or conduct consistent with prior course of dealing between the parties authorizing WSECO to take action to fulfill this SA, or (3) the commencement of the manufacture or shipment of the goods specified in this SA, whichever of the foregoing first occurs.

Acceptance of this SA is limited to the express terms stated herein. Any proposal in Customer's acceptance for additional or different terms or any attempt by Customer to vary in any degree any of the terms is objected to and hereby rejected, but such proposals shall not operate as a rejection of this offer, unless such variances are in the terms of the description, quantity, price, delivery schedule, or payment schedule of the goods, but shall be deemed a material alteration of this SA and this SA shall be deemed agreed to by WSECO without said additional or different terms. Once accepted, this SA shall constitute the entire agreement between WSECO and Customer. WSECO is not bound by any representation or agreements, express, or implied, oral or otherwise, which are not stated within this SA or contained in a separate writing supplementing this SA and signed by authorized agents of both WSECO and Customer. This SA will supersede all previous communications, agreements, and contracts with respect to the subject matter hereof and no understanding, agreement, term, condition, or trade custom at variance with this SA will be binding on WSECO. No waiver or modification of the terms and conditions hereof will be effective unless in writing and signed by both Customer and WSECO.

- 2. PAYMENT TERMS: Customer agrees to pay the sales price for the equipment, less any net trade-in allowance, in accordance with the payment terms as all stated on the invoice. The sales price is offered F.O.B. at WSECO's designated facility as stated on the invoice and Customer is responsible for all shipping charges as provided in this SA. Customer is also responsible for paying all applicable sales, use or any other applicable taxes levied or assessed on the equipment by any federal, state or local governmental authority, unless Customer provides WSECO an appropriate exemption certificate as stated on the invoice. In the event that Customer fails to pay any applicable tax or other charge as agreed herein or fails to provide a valid exemption certificate, Customer agrees to indemnify and hold WSECO harmless from any liability and expense by reason of Customer's failure to pay said taxes or assessments, including, but not limited to, WSECO's reasonable attorney's fees and costs and other necessary legal expenses resulting from such failure.
- 3. GRANT OF SECURITY INTEREST, AUTHORIZATION TO FILE STATEMENT AND PROTECTION OF COLLATERAL: Until the Customer pays the total sales price and additional charges as provided in this SA, Customer hereby grants WSECO a security interest in and to the equipment and all additions, replacements, substitutions, and proceeds of the same ("Collateral") to secure payment of the sales price and any and all other amounts owed or owing by Customer to WSECO under this SA or otherwise. Customer authorizes WSECO to file financing statement(s) evidencing this security agreement and the collateral subject thereto and to take all steps necessary to perfect WSECO's interest in the equipment.

Customer agrees to execute any documents required by WSECO to evidence and perfect such security interest. Customer hereby appoints WSECO as its irrevocable attorney-in-fact for the purpose of executing any documents necessary to perfect or to continue the security interest granted in this SA. Customer will reimburse WSECO for all expenses for the perfection and the continuation of the perfection of WSECO's security interest in the Collateral. Customer promptly will notify WSECO before any changes in Customer's name including any changes to the assumed business names of Customer.

Customer, upon WSECO's request, will deliver to WSECO a schedule of the locations of the Collateral and agrees to update the list upon WESCO's further request. Customer will not commit or permit damage to or destruction of the Collateral or any material part of the Collateral. WSECO and its designated representatives and agents shall have the right at all reasonable times to examine and inspect the Collateral. Customer shall immediately notify WSECO of all cases involving the loss or damage of or to any material portion of the Collateral and generally of all material happenings and events affecting the Collateral.

- 4. INSURANCE: Customer shall not move, load, transport or otherwise handle the equipment on WSECO's premises without first having obtained insurance coverage. Customer shall carry all risks insurance on the equipment, including, without limitation, fire, theft and liability coverage with such other insurance as necessary to protect Customer's and WSECO's respective interests in the equipment. As long as any portion of the sales price is outstanding, Customer will deliver to WSECO from time to time the policies or certificates of insurance in forms satisfactory to WSECO, showing WSECO as an additional insured and including stipulations that coverage will not be cancelled or diminished without at least fifteen (15) days prior written notice to WSECO.
- 5. TIME OF DELIVERY AND SHIPPING: Orders for equipment are processed in the order of their acceptance by WSECO and WSECO will use its reasonable efforts to deliver the equipment to Customer on the scheduled delivery date as stated on the invoice. However, shipping and delivery dates are acknowledged to be estimates only and dependent upon many factors outside of WSECO's control including, but not limited to, the manufacturer's production schedule, material and labor shortages, shipping delays and various other unrelated factors. WSECO is not liable for delays or damages caused by delays in delivery or shipment of the equipment, unless stated on the face of the invoice to the contrary. Customer is responsible for all freight, shipping, loading and unloading costs.
- **6. RISK OF LOSS/SHORTAGES/REJECTION OF GOODS**: Risk of loss of the goods shall pass to Customer as soon as the goods are properly loaded on the carrier. WSECO's responsibility for shipment ceases upon delivery of the goods to a transportation company. Any claim by Customer for shortage in shipment shall be made by written notice to WSECO within fifteen (15) days after receipt of the shipment. It is specifically agreed that the risk of loss shall not be altered by the fact that the conduct of either party hereto may constitute a default or breach and shortage in shipment is not deemed to constitute a nonconformity.

All equipment or goods shall be subject to the standard manufacturing and commercial variation and practices of the manufacturer thereof. In the event of shipment of non-conforming goods, WSECO shall be given a reasonable opportunity to replace the goods with those which conform to the order. Any notices pertaining to rejection or claims of nonconformity must be made in writing specifying in detail Customer's objections and such notices must be delivered within fifteen (15) days after delivery of the goods. It is agreed that in the event of rejection, Customer will store the goods or reship the goods to WSECO. Should Customer use the equipment or goods, such use shall be deemed an unequivocal acceptance of the goods. If Customer accepts goods tendered under this SA, such acceptance shall be final and irrevocable; no attempted revocation shall have any effect whatsoever.

- **7. ASSIGNMENTS:** No right or interest in this SA shall be assigned by Customer without the written permission of WSECO, and no delegation of any obligation owed or of the performance of any obligation by Customer shall be made without written permission of WSECO. Any attempted assignment or delegation by Customer shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
- 8. NO WARRANTY: Unless provided otherwise on the invoice, the equipment is purchased "AS IS" and there is no other agreement with Customer regarding the equipment other than what is stated in this SA and in any credit instrument and/or guaranty between Customer and WSECO. There are no other warranties, express or implied, for any equipment, product, service, or other items sold or furnished under this SA unless agreed to in writing between Customer and WSECO. WSECO DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- 9. EQUIPMENT FAILURE/LIMITATION OF REMEDIES: If, for any reason, the equipment does not perform satisfactorily, as judged by WSECO in its sole discretion, WSECO may repair or replace the equipment or any part thereof, at its option, without affecting any of the terms of this SA. This remedy does not apply if the equipment has failed or performs less than satisfactorily due to improper use of the equipment, accident (including, damage during shipment), neglect, abuse, misuse or exposure of the equipment to conditions beyond capacity, power, environmental design limits or operation constraints specified by WSECO or the equipment manufacturer. Customer is responsible for all expenses related to repair or replacement due to these causes. THE REMEDIES IN THIS PARAGRAPH ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES AGAINST WSECO.
- 10. LIMITATION OF LIABILITY: Notwithstanding trade customs or prior course of dealing to the contrary, in no event will WSECO, its subsidiaries, affiliates, agents or employees be liable for any incidental, indirect, special, or consequential damages in connection with or arising out of this SA or furnishing of any goods, services or other items or any third party's ownership, maintenance, or use of any goods, services or other items furnished under this SA, including, but not limited to, lost profits or revenues, loss of use of the equipment or any associated goods, damage to associated goods, costs of capital, cost of substitute goods, or claims of Customer's clients for such damages. Customer's sole remedy, for any liability of WSECO of any kind, including but not limited to negligence, with respect to any equipment, service, or other item is limited to that set forth in the paragraph entitled "EQUIPMENT FAILURE/LIMITATION OF REMEDIES" of this SA. WSECO is not responsible for meeting any federal, state, local or municipal code or specification (whether statutory, regulatory or contractual), unless Customer specifies it in writing and WSECO agrees to it in writing. Customer agrees that it has selected each item of equipment based upon its own judgment and particular needs and disclaims any reliance upon any statements or presentations made by WSECO. The liability for performing under any manufacturer warranty program rests solely with the subject manufacturer and WSECO has no liability or responsibility for performance thereunder.
- 11. FORCE MAJEURE: WSECO shall not be responsible or liable for any delay or failure to deliver any or all of the goods and/or performance of the services where such delay or failure is caused by any act of God, fire, flood, inclement weather, explosion, war, insurrection, riot, embargo, stature, ordinance, regulation or order of any government or agent thereof, shortage of labor, material fuel, supplies or transportation, strike or other labor dispute, or any other cause, contingency, occurrence or circumstance of any nature, whether or not similar to those herein before specified beyond WSECO's control, which prevents, hinders or interferes with manufacture, assembly or delivery of the goods or performance of the services. Any such cause, contingency, occurrence or circumstances shall release WSECO from performance of its obligations hereunder.
- 12. INDEMNITY: Customer agrees to indemnify and hold WSECO harmless from and against any and all claims, actions, suits, proceedings, costs, expenses, damages (including but not limited to consequential and incidental damages), liabilities, fees (including, but not limited to, attorney fees and court costs), and settlements, (including those brought or incurred by or in favor of Customer's employees, agents and subcontractors), arising out of or related to the selection, delivery, loading, unloading, towing, possession, use, operation, handling or transportation of the equipment. Customer agrees to defend, at its expense, any and all suits brought against WSECO either alone or in conjunction with others and additionally to satisfy, pay and discharge any and all judgments and fines against WSECO in any such suits or actions, whether based in negligence or otherwise.
- 13. **DEFAULT BY CUSTOMER:** An event of default shall occur if (a) Customer fails to pay when due the sales price; (b) Customer fails to perform or observe any covenant, condition, or agreement to be performed by it hereunder; (c) Customer ceases doing business as a going concern, makes an assignment for the benefit of creditors, admits in writing an inability to pay debts as they become due, files a petition in bankruptcy, or if its owners, shareholders or members of Customer take actions towards dissolution or liquidation of Customer; (d) Customer attempts to sell, transfer, or encumber, sublease or convey the equipment or any part thereof prior to paying the full sales price; or (e) WSECO, in good faith deems itself, insecure relative to payment of the sales price.

Upon the occurrence of any event of default, WSECO may exercise the following rights and remedies: (i) declare the sales price immediately due and payable; (ii) require Customer to assemble the equipment and make it available to WSECO at a place and time designated by WSECO; (iii) WSECO shall have full power to enter upon the property or jobsite of the Customer and take possession of and remove the equipment; (iv) WSECO shall have full power and authority to sell, lease, transfer or otherwise deal with the equipment or proceeds thereof, and in connection therewith WSECO may bid on the goods or equipment and that a commercially reasonable price for said reclaimed equipment may be determined by WSECO based upon current national auction values, market trends relating to supply and demand, and related factors for goods of similar type and condition; (v) if WSECO chooses to sell or lease the reclaimed equipment, WSECO may obtain a judgment against Customer for any deficiency remaining on the sales price after application of all amounts received from the exercise of its rights under this SA; and (vi) all rights and remedies of a secured creditor under the provisions of the Idaho Uniform Commercial Code, as amended from time to time. All of WSECO's rights and remedies, whether evidenced by this SA or other related agreement, shall be cumulative and may be exercised singularly or concurrently. Customer agrees to pay all costs incurred by WSECO in enforcing this SA or any of its provisions, including without limitation reasonable attorney's fees and costs and all costs of reclaiming the goods, whether or not legal action is commenced.

- 14. JURISDICTION AND VENUE: This SA and the relationship between WSECO and Customer shall be governed and construed according to the laws of the State of Idaho. At the sole and exclusive election of WSECO, jurisdiction and venue for any action or dispute arising under this SA shall be in the in the Fourth Judicial District of the State of Idaho, in and for Ada County, which is WSECO's corporate headquarters and principal place of business, wherein the parties acknowledge having done business sufficient to establish minimum contacts under the Idaho long arm statute, and which is a mutually convenient forum. In addition, Customer waives any and all rights to jurisdiction and/or venue in any other forum, including waiver of any and all rights to remove the action from any court originally acquiring jurisdiction.
- 15. EQUIPMENT DATA: This machine may be equipped with a wireless data communication system, such as Product Link. In such case, Customer understands data reflecting the machine performance, condition and operation is being transmitted to Caterpillar/WSECO to better serve the Customer and to improve upon Caterpillar products and services. This data may include, but is not limited to: fault codes, emissions data, fuel usage, service meter hours, software and hardware version numbers and installed attachments. Neither Caterpillar nor WSECO sell, rent or share collected information to any other third party, and will exercise reasonable efforts to keep the information secure. Caterpillar Inc. and WSECO recognize and will respect customer privacy. Customer agrees to allow this data to be accessed by Caterpillar and WSECO within normal, accepted business practices.

The undersigned represents and warrants that he/she is authorized by Customer identified below to bind the Customer to the obligations and duties expressed herein and does so commit Customer to the terms and conditions of SA by signing below. Until this SA (or indentical counterpart thereof) has been signed by our duly authorized representative, it will constitute an offer by Customer to enter into this SA with WSECO on the terms herein.

CUSTOMER:	WESTERN STATES EQUIPMENT COMPANY
By:	By:
Print Name:	Print Name: SHANE JUHNS
Title:	Title: Salesman
Date:	Date: 9/20/22



STANDARD WARRANTY AND APPLICATION FOR EXTENDED COVERAGE FOR CATERPILLAR PRODUCTS

The Caterpillar equipment owner identified below ("Owner") hereby applies to Western States Equipment for Standard or Extended Coverage in accordance with the terms as set forth in this document, for the Caterpillar product identified below. Owner desires the Standard or Extended coverage option(s) listed below:

COVERAGE EXPIRATION - FIRST TO OCCUR (MONTHS OR HOURS) - Months after retail purchase (less duration of rental, demonstration, or other usage, if any, prior to the first purchaser or lessee)

Standard Warranty period based on Caterpillar guidelines							
OWNER'S NAME			OWNE	ER PHONE			
City Of Ketchum			OWNE	IN PHONE			
OWNER ADDRESS, CITY an	d ZIP CODE						
PO Box 2315 Ketchum, ID 83	340-2315						
EXTENDED WARRANTY CO	VERAGE						
New Warranty - MS New War	ranty 5 years 2000 hour gover	nmental fail safe					
MODEL	PRODUCT DESCRIPTION	HOUR METER	SERIAL NUMBER	DELIVERY DATE			
908M	908M Compact Wheel	7	H8805238				
MERCHANTABILITY OR FIT ACKNOWLEDGEMENTS: I I understand that it is not insura charge for this extended cover	LIMITED AS INDICATED ON ALL PAGES OF THIS DOCUMENT. CATERPILLAR PRODUCTS CARRY NO IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS. STANDARD WARRANTY OR EXTENDED COVERAGE IS NOT INSURANCE. ACKNOWLEDGEMENTS: I have read and understand the terms, including limitations and exclusions, of Standard or Extended Coverage, and understand that it is not insurance. I also understand that the coverage applied for herein is not effective unless and until I pay the applicable charge for this extended coverage. I understand the SOS requirements (initial)						
OWNER/LESSEE SIGNATURE				DATE:			
been paid.	led above meet all requireme	nts for the coverage requeste	ed and the applicable cha	rge for extended coverage has			
DEALER SIGNATURE :				DATE:			
TRANSFER: The unexpired portion of the Standard or Extended Repair Coverage may be transferred with Western States Equipment approval see section F on back for complete details). Complete the section below to request transfer.							
Purchase Application	PURCHASER NAME	DATE MACHINE SOLE	DATES INSPECTION	ON COMPLETED & APPROVED			
☐ COMMERCIAL ☐ FORESTRY	ADDRESS (STREET, RR)	(CITY/TOWN)	(STATE)	(ZIP CODE)			
☐ WASTE ☐ GOVERNMENTAL ☐ AG	TRANSFER HOUR METER READING	SIGNATURE OF NEW BUYER	DEALER CONFIRM	MATION			

By signing this agreement I agree to the terms on the following pages.

CATERPILLAR STANDARD WARRANTY

General Provisions: Caterpillar warrants the products sold by it, and operating within the geographic area serviced by authorized USA and Canadian Caterpillar dealers, to be free from defects in material and workmanship. In other areas and for otherproducts, different warranties may apply. Copies of applicable warranties may be obtained by writing Caterpillar Inc. 100 N.E. Adams St., Peoria IL, USA61629-3345.

Warranty Period: The Standard Caterpillar Machine Warranty is 12 Months/UNLIMITED hours of operation (whichever occurs first), based upon Caterpillar's recommended guidelines. For new associated work tools, the warranty period is 12 Months/UNLIMITED hours, starting from the date of delivery or sale to first user. No extended coverage is available for Caterpillar work tools. For new replacement engines, the warranty is 6 months, starting from date of delivery to the first user. Note: For hydraulic line's quick connect I disconnect components sold on compact wheel loaders, mini hydraulic excavators, skid steer loaders, multi terrain loaders, and compact track loader machines, the warranty period is 50 hours starting from the date of delivery to the first user.

Caterpillar Responsibilities: If a defect in materials or workmanship is found during the Standard Warranty period, Caterpillar will, during normal working hours and at a place of business of a Caterpillar dealer or other source approved by Caterpillar. 1) Provide (at Caterpillar's choice) new, remanufactured, or Caterpillar-approved repaired parts or assembled components needed to correct the defect. 2) Replace lubricating oil, filers, antifreeze, and other service items made unusable by the defect. 3) Provide reasonable or customary labor needed to connect the defect. Note: Items replaced under this warranty become the property of Caterpillar. Owner Responsibilities: The user is responsible for: I) Providing proof of deliver date to the first user. 2) The costs associated with transporting the product. 3) Labor costs, except as stated under "Caterpillar Responsibilities." 4) Local taxes, if applicable. 5) Parts shipping charges in excess of those which are usual and customary (air freight). 6) Cost to investigate complaints, unless the problem is caused by a defect in Caterpillar material or workmanship. 7) Giving timely notice of a warrantable failure and promptly making the product available for repair. 8) Costs associated with the performance of required maintenance (including proper fuel, oil, lubricants, and coolant) and items replaced due to normal wear and tear. 9) Allowing Caterpillar access to all electronically stored data. 10) Costs associated with travel time and mileage required for on-site repairs.

A. General Provisions: During the selected coverage period, Western States Equipment will repair or replace, at its option, covered components of the product identified on the face of this document under the Extended Coverage Section. Coverage is subject to the listed conditions of "Standard", "Full Machine", "Power Train", or "Power Train Plus Hydraulics" and for the appropriately indicated "Months" and "Hours" for components that are defective in material or workmanship, ubject to the terms and conditions set forth on both sides of this document. Such repair or replacement will be free of charge for parts and labor, except as otherwise stated below or as stated within the Standard Caterpillar Warranty section above. Under the "Governmental Full Machine" option, the extended coverage includes Scheduled Oil Sampling materials and analysis provided by Western States Equipment at Caterpillar's prescribed intervals. An Extended Coverage Contract is not required for purchase or to obtain financing.

Warranty Periods: Warranty periods for Extended Coverage are indicated in the extended warranty coverage box on the face of this document. The coverage is listed for hours and months, whichever expires first.

Owners Responsibilities: The owner (lessee, for leased products) at their expense, must maintain the product in accordance with the product's Operators Manual, and, upon request, provide adequate records verifying maintenance. For the "Power Train", "Power Train Plus Hydraulics", and "Full Machine" Extended Coverage, Scheduled Oil Sampling (SOS) must be taken by the owner at Caterpillar recommended intervals and sent to Western States Equipment. Failure to do so could jeopardize the Extended Coverage and result in shared liability on a pro rata basis if SOS could have predicted or reduced the cost of a covered failure. Note: Any malfunction of the service meter shall be reported within 30 days of said malfunction in writing, or this agreement is null and void.

Power Train Extended Coverage: The following components are covered. If a component is not listed, it is not covered. 1) ENGINE: basic engine including engine components essential to engine operation (i.e., fuel pump, oil pump, water pump, turbocharger, governor, engine control module, etc.). 2) TRANSMISSION: includes transmission pump and hydraulic controls. 3) TORQUE CONVERTER/DIVIDER. 4) DRIVE LINE: includes pinion and bevel gear. 5) TRANSFER GEAR GROUP. 6) DRIVE AXLES. 7) FINAL DRIVES. 8) HYDRAULIC DRIVE PUMPS AND MOTORS: on hydraulic excavators and machines equipped with hydrostatic drive or differential steering, including hydrostatic lines between the pump and motor. 9) BRAKE COMPONENTS for track-type loaders and tractors, only if they also provide steering. 10) STEERING CLUTCH COMPONENTS: on track-type loaders and tractors, if so equipped. 11) DIFFERENTIAL STEERING COMPONENTS: includes differential steer planetary group, pump, motor and pilot valves. 12) VIBRATORY COMPONENTS: on vibratory compactors. Includes vibratory mechanism, hydraulic pump and motor, hydraulic valves, universal joints, bearings, and drum isolation system. 13) ROTOR DRIVE MECHANISM: on paving profilers, reclaimers and stabilizers. This includes the drive shaft group, sheave groups, and clutch group. This excludes belts, chains and rotor brakes. 14) ELECTRONIC CONTROLS AND SENSORS: which function to direct power for moving the machine. This includes power shift controls, engine pressure controls, differential lock, and fingertip controls. Also includes the wiring connectors that are part of the designated power train components.

Power Train Plus Hydraulics Extended Coverage: The following components are covered. If a component is not listed, it is not covered. Power Train Plus Hydraulics coverage includes all of the above listed items under Power Train for the appropriately indicated hours and months, plus the following: I) HYDRAULIC/STEERING HOSES AND LINES. 2) HYDRAULIC QUICK-COUPLERS AND SWIVELS. 3) HYDRAULIC TANKS: includes specific internal parts.4) HYDRAULIC OIL FILTER BASE, excluding hydraulic oil filters. 5) HYDRAULIC PUMPS AND MOTORS: including steering pumps (main and supplemental). 6) HYDRAULIC CYLINDERS: steering, suspension, and implement hydraulic cylinders (includes bulldozer and ripper cylinders on track-type tractors). 7) HYDRAULIC VALVES AND CONTROLS: includes all parts that make up a valve for directing or controlling hydraulic fluid for steering and implements, including automatic blade controls and bucket position controls. 8) HYDRAULIC ACCUMULATORS: steering and implement. 9) HYDRAULIC OIL COOLERS: steering and implement.

Full Machine Extended Coverage: All of the listed items included in the POWER TRAIN and POWER TRAIN PLUS HYDRAULICS coverage, plus all attachments/accessories that were installed on the product before delivery which are not covered by another warranty, for the appropriately indicated hours and months of coverage on the face of this document (whichever expires first). Governmental application "Full Machine Failsafe Coverage" will also include all fluid filters and pre-paid SOS as prescribed by Caterpillar's recommendations and a 95% machine availability as recorded by owner. Machine availability for Governmental application Full Machine Failsafe coverage will be determined by:

Scheduled Hours Available for Work (numerator)

Scheduled Hours (denominator)

The machine availability will be evaluated at I2-month intervals. If machine availability is below 95%, Western States Equipment will reimburse owner \$25.00 per hour for the

hours necessary to "enhance" availability to the 95%level.

Note: "Power Train", "Power Train Plus Hydraulics", and "Full Machine" coverage continue (unless transferred or terminated as per Section C or G below) until the expiration of the hours or months listed on the face of this document. The coverage period ends after reaching the specified number of months selected, or when the machine's hour meter reaches the specified number of hours limitation selected, whichever occurs first. Extended Coverage is available only through Western States Equipment for Caterpillar Equipment.

Note: Once Extended Coverage becomes effective, Western States Equipment's obligations there under extend only to the applicant identified on the face of this document, unless the remaining coverage is transferred to a subsequent end use purchaser of the product in accordance with Section F below, and indicated on the face of this document, or cancelled under Section G below.

Note: The travel time and mileage/hauling option is available only to Governmental application "Full Machine Failsafe coverage" option.

- B. ITEMS NOT COVERED: Western States Equipment is not responsible for the following: I) Premiums charged for overtime labor requested by the owner/lessee. 2) Transporting the product to and from the place where service is performed, or service calls made by the repairing dealer if the travel time and mileage/hauling option is not included. 3) Depreciation or damage caused by normal wear, lack of reasonable and proper maintenance, failure to follow operating instructions, misuse, lack of proper protection during storage, vandalism, the elements, collision or other accidents, or acts of God. 4) Normal maintenance and replacement of maintenance and wear items, such as filters, oil, fuel, hydraulic fluid, lubricants, coolants and conditioners, labor for taking oil sample, tires, Freon, batteries, lights, paint, fuses, glass, seat upholstery, undercarriage, lubricated joints (including pins and bushings), blades and cutting edge parts, belts, dry brakes, dry clutch linings, and bulbs. 5) Any defect in a non-covered component, or damage to or failure of a covered component caused by a defect in a non-covered component. 6) Travel time and mileage for Extended Repair Coverage repairs in the field, if travel time and mileage/hauling option is not included. 7) Auxiliary Equipment Manufacturers' attachments and new associated work tools and attachments carry only one warranty as prescribed by that manufacturer. 8) Western States Equipment will not be responsible for repairs, cost of repairs, or be assessed hours against the availability guarantee for damage or downtime caused by fire, vandalism, accident, operator's abuse, negligence, strikes, acts of God, failure to perform the manufacturer's recommended maintenance æ set forth by the lube and maintenance guide, tire failure or Auxiliary Equipment or Attachments. 9) Owner/Lessee will not assess the time required to perform the manufacturer's recommended maintenance as set forth by the lube and maintenance guide against the availability guarantee. 1 0) All costs (including travel time and mileage/hauling) for repairs required because of abuse or improper operation will be charged to the owner/lessee. Minor repairs that do not affect the immediate and safe operation of the machine will be completed within the earliest possible period within Western States Equipment maintenance schedule.
- C. TERMINATION OF EXTENDED COVERAGE: 'Western States Equipment is relieved of its obligation under Extended Coverage if: 1) The product is altered or modified in any manner not approved by Western States Equipment in writing. 2) The product's hour meter has been rendered inoperative or otherwise tampered with, or any malfunction of the service meter is not reported within 30 days of said malfunction in writing to Western States Equipment. 3) The product is removed from Western States' territory. 4) Use is made of the product within an application group other than the one designated in the original application for Extended Coverage for the product.
- **D.** LIMITATIONS OF WESTERN STATES EQUIPMENT LIABILITY: In no event will Western States Equipment be liable for any incidental or consequential damages (including, without limitation, loss of profits, rental of substitute equipment, or other commercial loss) that may be caused due to a defect in the product of the breach of performance of Western States Equipment obligations under Extended Coverage.
- **E. OBTAINING EXTENDED COVERAGE SERVICE:** To obtain service the owner/lessee must request Extended Coverage Service from the nearest Western States Equipment branch. When making a request, the owner/lessee must promptly make the product available for repair and inform the dealer of what they believe is the problem/defect. Extended Coverage service can be performed in the field if the owner/lessee and servicing branch agree to do so. However, Western States Equipment will not be held responsible for any additional cost incurred because of the decision to repair a machine in the field. Dealer Branches toll free number:

Idaho Falls, ID Lewiston, ID Meridian, ID Pocatello, ID Twin Falls, ID Kalispell, MT Missoula, MT LaGrande, OR	877-552-2287 800-842-2225 800-852-2287 800-832-2287 800-258-1009 800-635-7794 800-548-1512 800-963-3101	Pendleton, OR Pasco, WA Spokane, WA Hayden, ID	888-388-2287 800-633-2287 800-541-1234 208-762-6600 (Not a toll free number)
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- F. TRANSFER OF UNUSED COVERAGE UPON RESALE: Remaining Extended Coverage applicable to a used Caterpillar product is transferred to a subsequent end use purchaser only if: I) The subsequent purchase is made before the product's Extended Coverage expires. 2) The product is determined by Western States Equipment to be in satisfactory condition following an inspection performed by an authorized Western States Equipment branch at the subsequent end use purchaser's expense. 3) The subsequent end use purchaser receives Western States Equipment's written confirmation of the transfer. 4) The use of the product by the subsequent end use purchaser remains in the initial/same application group designed on the product's original coverage application, or the subsequent end use purchaser pays the amount specified by Western States Equipment for conversion of the remaining coverage to a different application group.
- **G.** CANCELLATION OF COVERAGE: The owner may cancel Extended Coverage: I) Within thirty (30) days of machine purchase by original end use purchaser if no claim has been made, and receive a full refund of the coverage purchase price, less a \$50.00 cancellation fee. 2) At any other time during the coverage by the first end use purchaser and receive a pro rata refund of the coverage purchase price for the unexpired term of the coverage, based on the number of lapsed months, less a \$50.00 cancellation fee. 3) Prior to cancellation owner/lessee must provide written notice of the intent to cancel coverage to the nearest Western States Equipment branch.
- H. COVERAGE AFFORDED UNDER THIS CONTRACT IS NOT GUARANTEED BY THE IDAHO INSURANCE GUARANTY ASSOCIATION. OBLIGATIONS OF THE MACHINE SERVICE CONTRACT PROVIDER UNDER A SERVICE CONTRACT LIABILITY POLICY. SHOULD THE MACHINE SERVICE CONTRACT PROVIDER FAIL TO PAY OR PROVIDE SERVICE ON ANY CLAIM WITHTN SIXTY (60) DAYS AFTER PROOF OF LOSS HAS BEEN FILED, THE MACHINE SERVICE CONTRACT HOLDER IS ENTITLED TO MAKE A CLAIM DIRECTLY AGAINST THE INSURANCE COMPANY.
- I. UPON FAILURE OF THE OBLIGOR TO PERFORM UNDER THE CONTRACT, CATERPILLAR INSURANCE COMPANY SHALL PAY ON BEHALF OF THE OBLIGOR ANY SUMS THE OBLIGOR IS LEGALLY OBLIGATED TO PAY OR SHALL PROVIDE THE SERVICE THAT THE OBLIGOR IS LEGALLY OBLIGATTED TO PERFORM ACCORDING TO THE OBLIGOR'S CONTRACTUAL OBLIGATION UNDER THE SERVICE CONTRACTS ISSUED BY THE OBLIGOR, AND CATERPILLAR INSURANCE COMPANY WILL PAY CLAIMS AGAINST THE OBLIGOR FOR THE RETURN OF THE UNEARNED PURCHASE PRICE OF THE SERVICE CONTRACT.
- J. THIS DOCUMENT IS NOT AN IMPLIED WARRANTY. THIS COVERAGE IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. REMEDIES UNDER THIS COVERAGE ARE LIMITED TO THE PROVISION OF MATERIAL AND LABOR, AS SPECIFIED HEREIN. WESTERN STATES EQUIPMENT IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.
- K. REGISTER OBLIGOR: WESTERN STATES EQUIPMENT COMPANY IS REGISTERED OBLIGOR, WHO IS CONTRACTUALLY OBLIGATED TO THE SERVICE CONTRACT HOLDEWOWNERS NAME TO PROVIDE SERVICE UNDER THIS SERVICE AGREEMENT. WESTERN STATES EQUIPMENT COMPANY CAN BE CONTACTED AT THE FOLLOWING ADDRESS OR PHONE NUMBER: WESTERN STATES EQUIPMENT COMPANY 500 E OVERLAND ROAD, MERIDIAN, ID 83642 (208) 888-2287. SERVICE CONTRACT INSURBR: CATERPILLAR INSURANCE COMPANY 2120 WEST END AVE., NASHVILLE, TENNESSEE 37203 I 800 248-4228

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Caterpillar Inc. Peoria, Illinois 61629

Check when information has been entered into the
Product. Information System
through Caterpillar dealer
terminal.

DO NOT SEND IF ENTERED INTO P.I.S.

Delivery	Service Recor	d Comprobante	Del Servicio de Entrega		
DLR. CODE	MODEL	MACHINE SERIAL NO.	HOURS	DELIVERY DATE	ENGINE SERIAL NO.
COD. DISTRIB.	MODELO	N/S MAQUINA	HORAS	FECHA DE ENTREG	
H510	908M	H8805238	7		
ATTACHMENTS	5 505000	ET, DOZER, RIPPER, WINCH, CAB,		S: CUCHARON HOJA	DESGARRADOR, MALACATE,
	TRANS	SMISSION, BOOM, STICK, ETC.		CABINA, TRANMISIO	DN, PLUMA, BRAZO, ETC,
Mfr. & Model or F Fabricante y Mod		Mfr. & Model or Part No, Fabricante y Modelo o N/P	Mfr. & Model or Part No, Fabricante y Modelo o N/		Model or Part No, cante y Modelo o N/P
81" BKT 1.4YD	3 GP SSL 908 H/M	SNOW PUSH 8' STEEL T/E SS		1 1000000	same y modelo e rer
Serial No. A4210	CBK23211	Serial No. N/S	Serial No. E0106137A	Serial N/S	No.
ustomer Name (PI	agea Print)	0			
ombre del Cliente	(con letra de imprenta	City Of Ketchum			
rección postal con	npleta PO Box	c 2315 Ketchum, ID 83340-23	15		
				Country	USA
elivery servi	ce on this mach	ine has been completed inc	luding the following items. C	pais	
l servicio de	entrega de esta	máguina se ha completedo	incluso los puntos siguiente	neck() when ea	cn item is completed.
. 00, 1,0,0 00	citticga ac esta	maquina se na completado	incluso los pulitos siguiente	s, warque () cad	a punto que compiete.
☐ 4 Operation (Guide delivered with machin	29 and operating controls and warning labels ow	lained to uses	_	
1. Se entregó	con la máquina la Guia de	ne and operating controls and warning labels exp Operación y se explicó al usuario la operación o	e los controles y los rótulos de advertencia.	Parts Book de Se entregó co	elivered with machine. In la máquina el Catálogo de Piezas.
Maintenanc Se entregó	ce Guide delivered with ma	chine and maintenance service, fluid levels and a Conservación y se explicó al usuario el servicio	djustments explained to user,	4. All items on D	elivery Checklist have been completed, o indicado en el Comprobante de Entrega
_	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	Service at assario et servicio	de conservacion, ajustes y niver de nuidos	(No. de Foma	o indicado en el Comprobante de Entrega 01-085314-03).
				2/1	
			Dir. Rep. Signature	0/1///	
er's Signature ma del usuario			Firma del representanto del distribuidor	16/16	
elivery Checl	klist CONTINUED O	N DEVERSE SIDE		V	
	KIIST CONTINUED O	N REVERSE SIDE			
t dealership			At delivery area with custon	ner (owner, operator	<u>):</u>
	ding Safety Product Improv ave been completed.	ement	 Explain Parts Book. Explain all warning labels on machine 		
☐ Make sure all nece	essary forms and literature	are available.	Show location of all serial numbers or		
 All decals are insta All attachments are 			Lubrication and Maintenance.		
 Install shipping/ser 	rvice lock pins in fire suppre		☐ Explain Maintenance Guide.		
system (if equippe	d) when transporting mach	ine.	 Instruct how to use lubrication and ma 		
			 Snow all lubrication points on the mad 	hine and attachments.	
sta de Comp	robación sigue A	L DORSO			
. .					
n la distribuido	ora		En el lugar de entrega, con	el cliente (propietari	o operador)
		a nondientes de		or onertic (propietani	o. operador).
mejoras al product	completaron los programas o para fines de seguridad (PIP),	 Explicar et Catálogo de Piezas. Explicar todos los rótulos de advertence 	ia de la máquina.	
 Asegurese que ha 	y disponibles todas las forn		 Mostrar ublicación de todos los número 	os de serie en ta máquina.	
necesarios. Se han puesto toda	as las etiquetas.		Lubricación y Conservación		
 Todos los accesori 	ios están instalados/dispon		 Explicar la Gula de Conservación. 		
	os pasadores de traba para esor de incendios (si tiene)		 Indicar cómo se utiliza el cuadro de lut Mostrar todos los puntos de lubricació 		
máquina.	oo moonaloo (or tielle)	a transportaria	invostrar todos los puntos de lubricacio	i de la maquina y accesorios.	



DIGITAL AUTHORIZATION

CATERPILLAR TELEMATICS DATA AND CAT REMOTE SERVICES-SOFTWARE UPDATES PROCESS FOR SELECT PRODUCT LINK TELEMATICS AND CAT EQUIPMENT CONTROL MODULE SOFTWARE.

Customer equipment has installed devices that transmit data to Caterpillar Inc. ("Caterpillar").

Data transmitted to Caterpillar is used in accordance with Caterpillar's Data Governance Statement ("DGS"), which describes Caterpillar's practices for collecting, sharing and using data and information related to customers machines, products, Devices or other Assets and their associated worksites. The DGS can be reviewed at

https://www.caterpillar.com/en/legal-notices/data-governance	e-statement.html
such as configuration, patches, bug fixes, new or enhanced f Services – Software Update Process for select ProductLink ^{TN} "RSP Document").The RSP Document can be reviewed at	naking available remote software and firmware updates and upgrades, eatures, etc., for Assets and Devices is described in the Cat® Remote Telematics and Cat Equipment Control Module Software document (th
https://www.cat.com/remoteservicesprocess_ga=2.24527642	21.1412167159.1561985855-475983137.1559312215.
means as outlined and described in the DGS, and grants to (Caterpillar via devices installed on Company equipment or by other Caterpillar the right to collect, use, and share such information, including vith the <u>Caterpillar Data Governance Statement</u> . Company's authorizati by Caterpillar.
AGREE	
DECLINE	
Company acknowledges and agrees to participate in Remote upgrades) and authorizes Caterpillar to remotely access, progressin accordance with the Remote Services Process Do	Services (including, remote diagnostics and remote updates and gram, and install updates and upgrades for Company's Assets and
AGREE V	Sourierit.
DECLINE	
The rights granted in this authorization survive the termination Except as set out in a written agreement between Company a this authorization supersedes and replaces any other authorization	n or expiration of the Company's subscriptions to any Digital Offerings. and Caterpillar expressly referencing the Data Governance Statement, zations with regard to the subject matter hereof.
	FOR DEALER USE ONLY
Company :	Company UCID :
Company Name (print):	Company Representative CWS ID :
Company Representative (print) :	Main Store Dealer Code :
₩Signature :	Dealer Representative Name :
Date :	Dealer Representative CWS ID :

GEM Failsafe Maintenance Agreement



Signature and Title

CUSTOMER NO.: 4855600

Monday, September 19, 2022

- Preventive Maintenance Kits Necessary filters, seals, gaskets and SOS kits required by the Caterpillar Lubrication and Maintenance guide are included. With the exception of dry filters, NOTE: Some hour interval services may consist mostly of taking oil samples and checking fluid levels. POK kits will not include fluids.
- If the POK is shipped with a reman part, the core will be charged to the customer when the part is shipped. Cores must be returned in the original container within 60 days for refund consideration.
- No phone calls needed, we will proactively monitor your machine hours to ship your POK kits if equipped with productlink.
- In the event of machine being sold under this agreement, the agreement will follow the machine serial number to the new owner when machine resided WSECO territory.
- Agreement will follow the Warranty terms.
- Yearly machine condition inspection will be performed.

Signature and Title

Equipment Number	Serial Number	Model Number
E0085921	H8805238	908M
Agreement requires chipping of	ddroog far the parte only kite	(Na DO DOY)
Agreement requires shipping and Address:	duress for the parts only kits.	. (NO PO BOX)
& City:		
State:		
X Zip Code:		
Customer		Western States
		2011

Terms and Conditions

Unless otherwise agreed in writing by the President or a Vice President of Western States Equipment Company, the purchase of services, goods and parts from Western States Equipment Company will be governed solely by the Western States Equipment Company's Customer Value Agreement Terms and Conditions ("Terms and Conditions"), which are available at

https://www.westernstatescat.com/termsandconditions/. A hard copy of the Terms and Conditions is available upon written request to legal@wseco.com. Western States Equipment Company's Terms and Conditions are hereby incorporated by reference into this document and all other documents related to your purchase of services, goods and parts from Western States Equipment Company. By purchasing services, goods and parts from Western States Equipment Company, you agree to be bound by the Terms and Conditions as exactly written.



CITY OF KETCHUM

PO BOX 2315 * 191 5TH ST. * KETCHUM, ID 83340 Administration 208-726-3841 (fax) 208-726-8234

PURCHASE ORDER BUDGETED ITEM? ___Yes ___No

PURCHASE ORDER - NUMBER: 23013

To:

4383

WESTERN STATES CAT

BOX 3805

SEATTLE WA 98124-3805

Ship to:

CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340

P. O. Date	Created By	Requested By	Department	Req Number	Terms
10/01/2022	bancona	bancona		0	

Quantity	Description		Unit Price	Total
1.00	COMPACT WHEEL LOADER	64-4340-7600	121,870.68	121,870.68
1.00	85" 2420 SNOW BLOWER	64-4340-7600	8,078.02	8,078.02
1.00	8' STEEL SNOW PUSH	64-4340-7600	3,872.09	3,872.09
1.00	48' FORKS	64-4340-7600	2,639.72	2,639.72
		CHI	IPPING & HANDLING	0.00
	SHIPPING & HANDLING			0.00
		Т	TOTAL PO AMOUNT	136,460.51