



City of Ketchum
Public Works

January 3, 2022

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation To Approve Purchase Order 22049 for a Caterpillar 966M Wheel Loader with Balderson Quick Hitch

Recommendation and Summary

Staff is recommending the council approve the purchase of a Caterpillar 966M Wheel Loader for the Department of Streets and Facilities and adopt the following motion:

"I move to approve award of purchase order #22049 to Western States Equipment in the amount of \$206,274.00 for the purchase of a Caterpillar 966M Wheel Loader with Balderson Quick Hitch and authorize the Mayor to sign purchase order #22049."

The reasons for the recommendation are as follows:

- The demand for more efficient snow removal continues to increase with the winter overnight parking project.
- Although the 1998 Wheel Loader we are replacing still works well, it is aging and now undersized for the job and the newer 966 Loader will easily push twice as much snow.

Introduction and History

The Department of Streets and Facilities use loaders heavily for the snow removal program. Loaders are vital to our operations and well suited for removing snow from alleys, moving snow windrows from one block to the next, breaking up snow piles so the blowers can load them and general snow clean-up. We use them in the other seasons as well for loading chips for chip sealing, sand for winter sanding operations, patching potholes and all other street work requiring movement of dirt, asphalt and gravel.

Analysis

On December 8, 2021, and in accordance with City and State purchasing requirements, the City released an Invitation for Bids (IFB) published in the Idaho Mountain Express, seeking bids for one 966M Wheel Loader or equivalent. We are obligated to get three bids from different contractors. The information below reflects the results from our request.

- 1) Coast Line (no response to bid request)
- 2) Modern Machinery (no response to bid request)
- 3) Burk's Tractor (no response to bid request)
- 4) Western States Equipment

The received bids are as follows:

Bidder	Caterpillar 966M Wheel Loader
Western States Equipment	\$250,000.00

Sustainability Impact

We are not aware of any sustainability options for this purchase.

Financial Impact

- This purchase will include: One Caterpillar 966M Wheel Loader.
- One Balderson Quick Coupler (exception to bid specifications) \$6,274.00
- Western States Equipment is offering \$50,000 for our 1998 950-wheel loader as a trade-in.
- This purchase falls under line item 7600 and is included in the budget.

\$250,000 Western States Bid

Minus \$50,000 for (Ketchum's) Cat 1998 950-wheel loader

\$200,000

Plus, Balderson Quick Hitch for \$6,274

Total bid price \$206,274

Attachments:

Bid Tabulation Sheet

Purchase Order 22049

Western States Bid Documents

Sincerely,

Brian Christiansen
Street and Facilities Director



City of Ketchum
Public Works

BID TABULATION SHEET FOR 966M WHEEL LOADER

Bidder	Caterpillar 966M Wheel Loader Bid
Western States Equipment	\$250,000.00



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Public Works

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Bidder	Caterpillar 966M Wheel Loader Bid
Western States Equipment	\$250,000.00



CITY OF KETCHUM
 PO BOX 2315 * 480 EAST AVE. * KETCHUM, ID 83340
 Administration 208-726-3841 (fax) 208-726-8234

PURCHASE ORDER

PURCHASE ORDER - 22049

BUDGETED ITEM? Yes No

To: 4383 Western States CAT Box 3805 Seattle, WA 98124-3805	Ship To: City of Ketchum PO Box 2315 Ketchum, ID 83340
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P. O. Date	Created By	Requested By	Department	Req Number	Terms
12/28/2021	kchoma	kchoma	Streets	22049	

Quantity	Description	Unit Price	Total
1.00	Wheel Loader 01-4310-7600	\$206,274.00	\$206,274.00
	SHIPPING & HANDLING		
	TOTAL PO AMOUNT		\$206,274.00

 Authorized Signature

PRODUCT SPECIFICATIONS FOR 966M

- US
- Metric

[more_vert](#)
[close](#)

Actions

- Display:US [chevron_right](#)

[arrow_back](#)

Display

- US
- Metric

[info](#)Your Site Settings

Would you like to save that selection as your preferred unit of measurement?

Save this as your preferred unit of measurement [clear](#)

ENGINE

Net Power - ISO 9249	276 HP
Emissions	Tier 4/Stage IV
Maximum Net Power - 1,700 rpm - SAE J1349	276 HP
Maximum Power - 1,800 rpm - SAE J1995 - Metric	315 HP
Maximum Net Power - 1,700 rpm - SAE J1349 - Metric	280 HP
Peak Gross Torque - 1,200 rpm - SAE J1995	1179 ft·lbf
Maximum Power - 1,800 rpm - ISO 14396 - Metric	311 HP
Displacement	568 in ³
Maximum Power - 1,800 rpm - ISO 14396	307 HP
Peak Gross Torque - 1,200 rpm - ISO 14396	1166 ft·lbf
Maximum Power - 1,800 rpm - SAE J1995	311 HP
Engine Model	Cat C9.3
Maximum Net Torque - 1,000 rpm	1126 ft·lbf
Maximum Net Power - 1,700 rpm - ISO 9249 - Metric	280 HP
Maximum Net Power - 1,700 rpm - ISO 9249	276 HP
Note	The air conditioning system on this machine contains the fluorinated greenhouse gas refrigerant R134a (Global Warming Potential =

1430). The system contains 1.6 kg of refrigerant which has a CO2 equivalent of 2.288 metric tonnes.

WEIGHTS

Operating Weight	51176 lb
Note	Weight based on a machine configuration with Michelin 26.5R25 XHA2 L3 radial tires, full fluids, operator, standard counterweight, cold start, roading fenders, Product Link™, manual diff lock/open axles (front/rear), power train guard, secondary steering, sound suppression and a 4.2 m ³ (5.5 yd ³) general purpose bucket with BOCE.

BUCKETS

Bucket Capacities	3.20-7.40 m ³ (4.19-9.68 yd ³)
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OPERATING SPECIFICATIONS

Static Tipping Load - Full 37° Turn - With Tire Deflection	32329 lb
Static Tipping Load - Full 37° Turn - No Tire Deflection	34873 lb
Breakout Force	38984 lbf
Note (2)	Full compliance to ISO 143971:2007 Sections 1 thru 6, which requires 2% verification between calculations and testing.
Note (1)	For a machine configuration as defined under "Weight."

TRANSMISSION

Forward - 1	4 mile/h
Forward - 3	14.6 mile/h
Reverse - 2	8.9 mile/h
Forward - 4	24.5 mile/h
Reverse - 4	24.5 mile/h
Forward - 2	8.1 mile/h
Reverse - 3	16.1 mile/h

Reverse - 1

4.4 mile/h

Note

Maximum travel speed in standard vehicle with empty bucket and standard L3 tires with 826 mm (32.5 in) roll radius.

HYDRAULIC SYSTEM

Implement System - Maximum Operating Pressure	4496 psi
Hydraulic Cycle Time - Total	10.1 s
Implement System - Maximum Pump Output at 2,200 rpm	95 gal/min
Implement Pump Type	Variable Displacement Piston

SERVICE REFILL CAPACITIES

Fuel Tank	79.8 gal (US)
Differential - Final Drives - Front	15.1 gal (US)
Crankcase	6.5 gal (US)
Transmission	14.3 gal (US)
Differential - Final Drives - Rear	15.1 gal (US)
Hydraulic Tank	33 gal (US)
DEF Tank	4.4 gal (US)
Cooling System	18.9 gal (US)

SOUND

With Cooling Fan Speed at Maximum Value - Operator Sound Pressure Level (ISO 6396:2008) 70 dB(A)

With Cooling Fan Speed at Maximum Value - Exterior Sound Pressure Level (SAE J88:2013) 76 dB(A)*

With Cooling Fan Speed at Maximum Value - Exterior Sound Power Level (ISO 6395:2008) 109 dB(A)

With Cooling Fan Speed at 70% of Maximum Value - Operator Sound Pressure Level (ISO 6396:2008)** 69 dB(A)

Note (3)

***European Union Directive 2000/14/EC as amended by 2005/88/EC.

With Cooling Fan Speed at 70% of Maximum Value - Exterior Sound Power Level (ISO 6395:2008)** 108 LWA***

Note (1)

*Distance of 15 m (49.2 ft), moving forward in second gear ratio.

Note (2)

**For machines in European Union countries and in countries that adopt the EU Directives.

DIMENSIONS - HIGH LIFT

Tread Width	7.33 ft
Hinge Pin Height at Maximum Lift	15.75 ft
Hinge Pin Height at Carry	2.58 ft
Ground Clearance	1.42 ft
Overall Length - Without Bucket	26.58 ft
Height - Top of ROPS	11.75 ft
Lift Arm Clearance at Maximum Lift	13.58 ft
Centerline of Rear Axle to Edge of Counterweight	8.17 ft
Rack Back at Ground	39 degrees
Height - Top of Hood	9.25 ft
Centerline of Rear Axle to Hitch	5.83 ft
Note	All dimensions are approximate and based on L3 XHA2 tires.
Height - Top of Exhaust Pipe	11.58 ft
Maximum Width over Tires	9.83 ft
Wheel Base	11.67 ft
Rack Back - Maximum Lift	71 degrees
Rack Back - Carry Height	49 degrees

DIMENSIONS - STANDARD LIFT

Hinge Pin Height at Maximum Lift	13.92 ft
Ground Clearance	1.42 ft
Centerline of Rear Axle to Hitch	5.83 ft
Lift Arm Clearance at Maximum Lift	11.92 ft
Height - Top of ROPS	11.75 ft
Height - Top of Exhaust Pipe	11.58 ft
Rack Back - Maximum Lift	62 degrees
Wheel Base	11.67 ft
Tread Width	7.33 ft
Note	All dimensions are approximate and based on L3 XHA2 tires.
Hinge Pin Height at Carry	2.08 ft
Centerline of Rear Axle to Edge of Counterweight	7.17 ft
Overall Length - Without Bucket	23.92 ft

Height - Top of Hood	9.25 ft
Maximum Width over Tires	9.83 ft
Rack Back at Ground	42 degrees
Rack Back - Carry Height	50 degrees

BUCKET CAPACITIES

Bucket Range 3.20-7.40 m³ (4.19-9.68 yd³)

ENGINE - TIER 4 FINAL/STAGE IV

Emissions Tier 4/Stage IV

966M STANDARD EQUIPMENT

NOTE

- Standard and optional equipment may vary. Consult your Cat dealer for details.

POWER TRAIN

- Engine, Cat C9.3 meets Tier 3/Stage IIIA equivalent or Tier 4/Final/Stage IV emission standards
- Cat Clean Emissions Module (CEM) with Diesel Particulate Filter (DPF) and Diesel Exhaust Fluid (DEF) tank and pump (Tier 4 Final/Stage IV models)
- Fuel priming pump (electric)
- Fuel/water separator
- Precleaner, engine air intake
- Economy Mode (selectable)
- Transmission, automatic planetary power shift (4F/4R)
- Torque converter, locking clutch with free wheel stator
- Switch, transmission neutralizer lockout
- Axles, manually actuated differential lock front axle, open differential rear axle
- Axles, ecology drains
- Brakes, full hydraulic enclosed wet-disc with Integrated Braking System (IBS)

- Brake wear indicators
- Parking brake, disc and caliper
- Fan, radiator, on demand

OPERATOR ENVIRONMENT

- Cab, pressurized and sound suppressed (ROPS/FOPS)
- Viscous mounts
- Multi-function 18 cm (7 in) color touch-screen display for rear vision camera, clock and machine parameters
- EH controls, SAL (single axis lever) lift and tilt function
- Steering, EH joystick, speed sensing with force feedback
- Radio ready (entertainment) includes antenna, speakers and converter (12V, 10-amp)
- Air conditioner, heater, and defroster (auto temp and fan)
- EH parking brake
- Beverage holders (2) with storage compartment for cell phone/MP3 player
- Bucket/work tool function lockout
- Coat hook (2)
- Cab air filter
- Ergonomic cab access ladders and handrails
- Horn, electric
- Light, two dome (cab)
- Mirrors, rearview external with integrated spot mirrors
- Post mounted membrane 16 switch keypad
- 2 receptables, 12V
- Seat, Cat Comfort (cloth) air suspension
- Seat belt, 51 mm (2 in) retractable, with indicator
- Sun visor, front
- Wet-arm wipers/washers front and rear, intermittent front wiper
- Window, sliding (left and right sides)
- Cab tie-off

COMPUTERIZED MONITORING SYSTEM

- With following gauges: Speedometer/tachometer; Digital gear range indicator; Diesel Exhaust Fluid (DEF) level (Tier 4 Final/Stage IV models); Temperature: engine coolant, hydraulic oil, transmission oil; Fuel level
- With following warning indicators: Regeneration; Temperature: axle oil, engine intake manifold; Pressure: engine oil, fuel pressure hi/low, primary steering oil, service brake oil; Battery voltage hi/low, primary steering oil, service brake oil; Battery voltage hi/low; Engine air filter restriction; Hydraulic oil filter restriction; Hydraulic oil low; Parking brake; DEF low level (Tier 4 Final/Stage IV models); Transmission filter bypass

ELECTRICAL AND LIGHTING

- Batteries (2), maintenance free 1,400 CCA
- Ignition key; start/stop switch
- Starter, electric, heavy duty
- Starting and charging system (24V)
- Lighting system: Four halogen work lights (cab mounted); Two halogen roading lights (with signals); Two halogen rear vision lights (hood mounted)
- Alarm, back-up
- Alternator, 145-amp brushed
- Main disconnect switch
- Receptacle start (cables not included)

CAT CONNECT TECHNOLOGIES

- Link technologies: Product Link
- Detect technologies: rear vision camera

LINKAGE

- Linkage, Z-bar, cast crosstube/tilt lever
- Kickout, lift and tilt, automatic

HYDRAULICS

- Hydraulic system, load sensing
- Steering, load sensing
- Ride control, 2V
- Remote diagnostic pressure taps

- Hoses, Cat XT™
- Oil sampling valves

FLUIDS

- Premixed extended life coolant with freeze protection to -34° C (-29° F)

OTHER STANDARD EQUIPMENT

- Hood, non-metallic power tilting
- Service centers (electrical and hydraulic)
- Platform, window washing
- Auto idle shutdown
- Fenders, front with mud-flap/rear with extension
- Ecology drains for engine, transmission, and hydraulics
- Ether aid ready
- Grill, airborne debris
- Filters: fuel, engine air, engine oil, hydraulic oil, transmission
- Fuel cooler
- Grease zerks
- Hitch, drawbar with pin
- Precleaner rain cap
- Sight gauges: engine coolant, hydraulic oil, and transmission oil level
- Toolbox
- Vandlism protection caplocks

966M OPTIONAL EQUIPMENT

NOTE

- Standard and optional equipment may vary. Consult your Cat dealer for details.

POWER TRAIN

- Axles - Automatic front/rear differential locks; Axle oil cooler; Extreme temperature seals; Seal guards
- Fan, VPF (variable pitch fan), automatic and manual control

- Radiator, high debris with wider fin spacing

OPERATOR ENVIRONMENT

- Door, remote opening system
- Cover, HVAC metallic
- EH controls, SAL 3rd function - Additional roller switch for 4th function
- EH controls, joystick lift and tilt - Additional integrated roller switches for 3rd and 4th functions
- Filter, carbon fresh air
- Mirrors, heated rearview external with integrated spot mirrors
- Precleaner, HVAC
- Precleaner, HVAC (RESPA)
- Radio, AM/FM/CD/USB/MP3 Bluetooth with Satellite Sirius XM
- Radio, CB ready
- Seat, heated air suspension
- Seat belt, 76 mm (3 in) retractable, with indicator
- Steering, EH wheel with directional FNR shifter and gear selector - Additional FNR with implement controls
- Roof, metallic
- Steering, secondary
- Sun visor, rear
- Windows, rubber mounted
- Windows, with front guard
- Windows, with heavy duty front guard
- Windows, with full guards front, rear and sides

ELECTRICAL AND LIGHTING

- Four additional auxiliary halogen cab mounted work lights or
- Two additional auxiliary front HI LED and two additional auxiliary rear LED cab mounted work lights with 2 LED work lights in the radiator grill and LED front turn signals also includes replacement of the standard four halogen cab mounted work lights with four LED work lights (the standard offering and only roading light available is the halogen roading light)

- Warning amber strobe beacon
- Reversing strobes
- External seat belt indicator light
- Speed limiter - 20 km/h (Europe only)

CAT CONNECT TECHNOLOGIES

- Link technologies: VIMS™
- Payload technologies: Advanced Productivity subscription; Cat Production Measurement 2.0; Printer; Aggregate Autodig
- Detect technologies: Cat Rear Object Detection
- Machine Security System

HYDRAULICS

- 3rd function with Ride Control: Standard linkage; High lift linkage; Forestry linkage
- 4th function with Ride Control: Standard linkage; High lift linkage; Forestry linkage

FLUIDS

- Premixed extended life coolant with freeze protection to -50° C (-58° F)

STARTERS, BATTERIES, AND ALTERNATORS

- Cold start - 120V
- Cold start - 240V

LINKAGE

- High lift
- Extended capacity
- Quick coupler ready

WORK TOOLS

- Performance Series buckets
- Fusion quick coupler
- Forks, pallet
- Forks, logging

OTHER OPTIONAL EQUIPMENT

- Cat Autolube System
- Fenders, roading
- Guard, power train
- Oil change, high speed engine
- Precleaner, turbine
- Precleaner, trash
- Wheel chocks

PURPOSE BUILT SPECIALTY MODELS

- Aggregate
- Industrial & Waste
- Forestry
- Corrosion Resistance



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

SOLD TO:
 City Of Ketchum
 PO Box 2315
 Ketchum, ID 83340-2315

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

SALES AGREEMENT

AGREEMENT: Q000259155-5
 AGREEMENT DATE: 12/20/2021
 AGREEMENT EXPIRES: 1/8/2022
 WAREHOUSE: Twin Falls Machine Sales
 CUSTOMER NO.: 4855600
 CUSTOMER PO:
 SALESMAN: Shane G Johnson

Shane.Johnson@wseco.com

ITEM DESCRIPTION	PRICE
2015 Caterpillar 966M Wheel Loader S/N: KJP00998 SMU: 1,896 hrs ID:E0097144	\$248,570.00
Used Warranty - MS Used Warranty 12 months 500 hour Powertrain and Hydraulic.	\$1,430.00

Notes	Before Tax Balance	\$250,000.00
	Sales Tax	\$0.00
	Trade Payoff	\$0.00
	Downpayment	\$0.00
	Net Due	\$250,000.00

Western States Equipment	City Of Ketchum
Order Received by <u>Brad Drollinger</u>	Approved and Accepted by _____
Title <u>Regional Sales Manager</u> Date <u>12/20/2021</u>	Title _____ 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 replacement machine purchase above. Purchaser hereby sells the trade in equipment described above to the vendor and warrants it to be free and clear of all claims, liens, and security interest except as shown above.
 Warranty: By initiating above the customer acknowledges that they have received a copy of the Western States Co/Caterpillar Warranty and has read and understands said warranty. All used equipment is sold as is where is and no warranty is offered or implied except as specified above.



SALES AGREEMENT

NO.: Q000259155-7

EQUIPMENT DETAILS

3611910 966M WHEEL LOADER	3722085 REGIONAL PKG AM-N
3860940 STANDARD PACKAGE	3831556 LINKAGE STANDARD LIFT
3672330 COUNTERWEIGHT 1000KG	3692717 AXLES LOCK/OPEN ED AOC
3692726 HYDRAULICS 2V RC STD/HL	3964672 HYDRAULIC OIL STANDARD
3641306 STARTING COLD (120V)	3600158 LIGHTS STANDARD
3757663 SEAT HEATED LHD	3661983 MIRRORS EXTERNAL
3726549 STEERING STANDARD	3886245 PRODUCT LINK SATELLITE PL321
3649908 COOLING CORES 6 FPI	3649918 FAN STANDARD
3717066 ANTIFREEZE -34C (-29F)	3008697 TIRES 26.5R25 * VJT BS L3
3723891 CAB AR STANDARD	3660730 CAB ROOF STANDARD
3658382 COVER HVAC NON-METALLIC	3248092 AIR INLET STANDARD RAIN CAP
3599951 FENDERS STANDARD	3726554 SOUND SUPPRESSION STANDARD
3721600 RADIO AM/FM/USB/MP3 BLUETOOTH	3679030 GUARD POWERTRAIN
3727403 QUICK COUPLER READY	3611437 OMISSION WORKTOOL
3831557 LUBRICATION MANUAL STD/HL	3927096 JOYSTICK 2V LHD
0P9003 LANE 3 ORDER	3611880 CERT EMISSIONS EPA TIER 4
0P0309 PACK DOMESTIC TRUCK	4501592 SEAT BELT 3 W/INDICATOR
3109390 QUICK COUPER	4353404 KIT, HYDRAULICS, 3V, LINES IMPLEMENT 3V

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 WSECO'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, statute, 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 indential 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: _____

Title: _____

Title: Regional Sales Manager

Date: _____

Date: _____



City of Ketchum
Public Works

INVITATION FOR BIDS

Sealed bids will be opened at 10:00 a.m. Mountain Standard Time, Wednesday, December 15, 2021, in the City Clerk's Office, Ketchum City Hall, 191 5th St W, Ketchum, Idaho 83340, for Wheel Loader Bids.

1. **INTRODUCTION AND PURPOSE**

Bidders are required to read and understand all information within this entire bid package. By responding to this Invitation for Bids (IFB), the bidder agrees to read and understand these documents.

The purpose of this IFB is to provide the City of Ketchum a 966M Wheel Loader or equivalent, meeting or exceeding the specifications of this proposal. Said equipment shall include all items necessary for efficient operation whether specifically mentioned in these specifications.

~~There is an added alternate bid for the bidder to purchase a city of Ketchum, surplus 1998 950G wheel loader.~~

~~The city of Ketchum may choose to use the funds to go towards the purchase of the loader specified, receive the funds, or disregard the alternate bid.~~

2. **COMMUNICATION WITH THE CITY**

All vendor communications concerning this IFB shall be directed to:

Kelli Trapp
Administrative Assistant
PO Box 2315
Ketchum, ID 83340
(208) 726-7831 phone
(208) 726-7836 fax
ktrapp@ketchumidaho.org

3. **BID RESPONSE DATE AND LOCATION**

- a) Bids must be received by the City Clerk no later than 10:00 a.m. Mountain Standard Time, Wednesday, December 10, 2021.
- b) Hard copy original Bids are preferred. However, fax and email submittals to the addresses above are acceptable with prior approval from the Director.
- c) Responses should be in a sealed envelope clearly marked and addressed as follows:

966M Wheel Loader
Attn: Tara Fenwick
Ketchum City Hall
191 5th Street West
Ketchum, Idaho 83340

- d) Please be advised that the address cited in item 3 (c) above is the physical location of City Hall, the City of Ketchum's mailing address is:

Ketchum City Hall

PO Box 2315

191 5th Street * P.O. Box 2315 * Ketchum, ID 83340 * main (208) 726-7831 * fax (208) 726-7836
[facebook.com/CityofKetchum](https://www.facebook.com/CityofKetchum) * twitter.com/Ketchum_Idaho * www.ketchumidaho.org

Ketchum, Idaho 83340

- e) Should the bidder respond by US Mail, please be certain to use the mailing address on the mailing label, clearly marking the outside of the envelope or box, "966M or equivalent, Wheel Loader" Inside the mailing envelope or box, please refer to instructions in item 3 (c) above.
- f) The City requires one original bid and one copy of the bid.
- g) The vendor or bidder has full and complete responsibility to ensure the Bid arrives at City Hall within the deadline. The City assumes no responsibility for the delays caused by the US Postal Service or any other delivery service. Postmarking by the due date will not substitute for the actual receipt of response by the date due. Bids will be opened at the due date and time. Responses arriving after the deadline may be returned, unopened, to the vendor or bidder, or may simply be declared non-responsive and not subject to evaluation or may be found to have been received in accordance with the solicitation requirement, at the sole determination of the City Administrator.
- h) Bid response must be signed by an official authorized to legally bind the bidder.
- i) The City of Ketchum will consider supplemental brochures and materials. Bidders are invited to attach any brochures or materials that will assist the City in evaluation.

4. BID OPENING

- a) The Bid shall be publicly opened by the City at the date and time specified, at Ketchum City Hall. The City requests bidders honor the City effort to safeguard pricing or proposal information until an Intention to Award is announced.
- b) With this preference stated, the City shall continue to properly fulfill all public disclosure requests for such information as required by Idaho Law.
- c) Should any bidder request pricing information prior to City award, all bidders may be informed of such by the City.

5. BASIS OF AWARD

Award of contract by City of Ketchum will be based upon most responsible and responsive bid submitted. Consideration will be given to delivery date, parts and service facilities, analysis and comparison of equipment specification details, and past experience of the City of Ketchum with similar or related equipment. No significant deviation from the terms of this specification is acceptable. The City of Ketchum reserves the right to reject any or all bids as authorized by law and to award the contract to other than the lowest bidder at its discretion, in the best interests of the City of Ketchum.

6. BID PREPARATION AND SUBMISSION

Effective Dates of Offer

Offer price and costs in Vendor submittal must remain valid for at least ninety (90) days or until City completes award. Should any vendor object to this condition, the vendor must provide objection through a question and/or complaint to the Buyer prior to the bid closing date.

Taxpayer Number and W-9

Unless the successful Vendor has already submitted a fully executed Taxpayer Identification Number and Certification Request Form (W-9) to the City, the successful Vendor must execute and submit this form prior to the contract execution date.

Cost of Preparing Bids

The City will not be liable for any costs incurred by the Bidder in the preparation of Bids submitted in response to this IFB including, but not limited to, costs incurred in connection with the Bidder's participation in demonstrations and the pre-Bid conference.

Bidder Responsibility

It is the Bidder's responsibility to examine all specifications and conditions thoroughly and comply fully with specifications and all attached terms and conditions. Bidders must comply with all Federal, State, and City laws, ordinances and rules, and meet any and all registration requirements where required for contractors as set forth in the Idaho Statutes.

Changes in Bids

Prior to bid submittal closing date and time established for this IFB, a Bidder may make changes to its bid provided the change is initiated and dated by the Bidder. No change to a bid shall be made after the bid closing date and time.

Errors in Bids

Bidders are responsible for errors and omissions in their Bids. No such error or omission shall diminish the Bidder's obligations to the City.

Withdrawal of Bid

A submittal may be withdrawn by written request of the submitter, prior to bid closing. After the closing date and time, the submittal may be withdrawn only with permission of the City.

Rejection of Bids and Rights of Award

The City reserves the right to reject any or all bids at any time with no penalty. The City also has the right to waive immaterial defects and minor irregularities in any submitted Bid.

No Gifts and Gratuities

The City of Ketchum Employee Handbook provides rules about work activities, business relationships, and the use of City resources. City purchasing requires that Vendors who contract with City Purchasing, or are interested in pursuing a purchasing contract, comply with standards to support the City Ethics Code. Vendors shall not directly or indirectly offer gifts and resources to any person employed by the City that is intended, or may be reasonably intended, to benefit the Vendor by way of award, administration, or in any other way to influence purchasing decisions of the City. This includes but is not limited to, City Purchasing office employees and City employees that do business with, order, purchase or are part of decision-making for business contract or purchase decisions. He Vendor shall not offer meals, gifts, gratuities, loans, trips, favors, bonuses, donations, special discounts, work, or anything of economic value to any such City employees. This does not prohibit distribution of promotional items that are less than \$25 when provided as part of routine business activity such as trade shows. It is also unlawful for anyone to offer another such item, to influence or cause them to refrain from submitting a bid.

Vendors must strictly adhere to the statues and ordinances for ethics in contracting and purchasing including RCW 42.23 (Code of Ethics for Municipal Officers) and RCW 42.52 (Ethics in Public Service). This is applicable to any business practice, whether a contract, solicitation or activity related to City businesses.

1. DELIVERY

Machine is to be delivered within sixty (60) days from the date of award. More than sixty days must be approved by the city.

2. EXCEPTIONS TO BID SPECIFICATIONS

On a separate page, please list all deviation in specifications. List by title and item.

3. WRITTEN POWERTRAIN WARRANTY to be included with bid as follows:

A warranty to include all parts and labor for all repairs required for one (1) year from date of delivery. The warranty is to be provided during vendor's regular working hours. The City of Ketchum will make the equipment available for repairs and inspections as required by Vendor.

The warranty shall also include:

- a. Travel time and mileage to perform said warranty.

ADDED ALTERNATE BID

Added Alternate Bid is for the bidder to purchase a surplus 1998 950G wheel loader, 8010 hours with dirt bucket.

Bid Amounts: 50,000.00

**APPENDIX A
SPECIFICATIONS**

USED 966M WHEEL LOADER OR EQUIVALENT

These specifications are intended to provide bidders with minimum specifications required by the City of Ketchum. These specifications do not describe each and every part of the 966M Wheel Loader (or equivalent) necessary to provide a complete unit but address the minimum requirements necessary. All bidders shall conform to these requirements unless exceptions or deviations from the specifications have been noted in the bid submission. Substitutions to specified components may be made where items are deemed equivalent to that specified.

WHEEL LOADERS

BID SPECIFICATION FOR 966M OR EQUIVALENT

- Loader must have less than 2000 hours on the machine.
- Bid submitted for Ketchum's 1998 950G wheel loader.
- Cost of the loader must not exceed \$200,000, after alternate bid value is considered.

Compliant?

BASIC SPECIFICATIONS

- Engine max gross power according to SAE J1995 shall be at least 311 hp (232 kW).
- Engine max net power according to SAE J1349 shall be at least 276 hp (206 kW).
- Machine operating weight shall be no less than 51,176 lb. (23,220 kg) with a 5.5 cubic yard (4.2 cubic meter) general-purpose bucket with bolt-on edges.
- Machine height to top of ROPS shall be 11' 8" (3559 mm).
- Machine height to top of hood shall be 9'3" (2818 mm).
- Ground clearance with 26.5R25 - L3 tires shall be 1' 7" (476 mm).
- Machine wheelbase shall be 11' 8" (3550 mm).
- B-Pin maximum lift shall be at least 13' 11" (4235 mm).
- Bucket capacity shall range from 3.25 - 12 cubic yards (2.5 - 9.2 cubic meters).
- Bucket design shall provide greater than or equal to 100% of rated material retention and have integrated spill guard installed at the factory.
- Loader shall have less than 2000 hours.
- ENGINE**
- Engine shall be EPA Tier IV Final compliant.
- Emissions package shall be mounted on a platform bolted to the machine frame and allow access to the top of the engine.
- Engine electronic control modules and sensors shall be completely sealed against moisture and dust.
- Deutsche connectors and electrical wire braiding shall ensure that electrical connections resist corrosion and premature wear.
- Engine shall have displacement of 568 cubic inches (9.3 L).
- Engine max net power according to SAE J1349 shall be at least 276 hp (206 kW).
- Engine bore shall be 4.53" (115 mm) and stroke shall be 5.87" (149 mm).

- Y X N Engine max net torque at 1000 rpm shall be 1,126 ft-lb (1527 N-m).
- Y X N Automatic engine regeneration allowing either manual low speed regeneration cycle or high speed regeneration which will not disrupt work.
- Y X N Engine shall have four idle control settings to help maximize fuel efficiency: hibernate allows idle speed to drop after a preset time, work provides flexibility in working engine idle speeds, warm-up helps keep the engine from dropping below a set temperature in cold conditions, and low voltage mode prevents battery drain due to high electrical loads from attachments.
- Y X N Engine shall provide low rpm idle feature to conserve fuel.
- Y X N Engine shall have a 24-volt starting and charging system.
- Y X N Alternator shall be 145 amp.
- Y X N Machine shall have two maintenance free 1400 CCA batteries.
- Y X N A heavy-duty electric starter shall be standard.
- Y X N Cooling system shall be isolated from the engine compartment by a non-metallic shield.
- Y X N Engine air pre-cleaner shall remove 93% of particles from the air before reaching the primary filter.
- Y X N Variable speed fan shall draw air in from the rear of the machine and exhaust it out the sides and top of the hood.
- Y X N Engine shall be configured to provide constant net horsepower at full parasitic load.

POWERTRAIN/TRANSMISSION

- Y X N Machine shall have an electronic planetary powershift transmission.
- Y X N Machine shall have an Electronic Clutch Pressure Control to modulate clutch engagement individually to allow smoother speed and directional shifts.
- Y X N Machine shall have a variable shift control that allows the transmission to upshift at lower engine RPM's.
- Y X N Machine shall have four speeds forward with a maximum of 24.9 mph (40.8 km/h) and four speeds reverse with a maximum of 23.8 mph (39 km/h).
- Y X N Machine shall have an electronically controlled, variable on-demand speed fan.
- Y X N Speed shifting shall regulate engine speed during high-energy directional changes for smoother shifting and longer component life.
- Y X N Machine shall have manual differential locks standard from the factory for the front axle, with optional automatic differential locks for both front and rear axles.
- Y X N Lock up clutch torque converter shall be standard to maximize efficiency on load and carry operations

STEERING

- Y X N Electro hydraulic joystick steering system shall offer a low-effort hand-metering unit that directs power through the steering system only when needed. When not needed, more engine power is available for rim pull, breakout force, lift force and shall result in reduced fuel consumption.
- Y X N Electro hydraulic joystick steering system shall have 80 degrees of total movement that is 40 degrees either side of the center.
- Y X N Electro hydraulic joystick steering system shall be self-calibrating according to machine articulation angle. The movement and position of the joystick shall mirror the articulation angle of the machine.
- Y X N Electro hydraulic joystick steering system shall contain the forward/neutral/reverse finger switch and a thumb wheel used for up and down shifting.
- Y X N Electro hydraulic joystick steering system shall contain a force feedback motor that automatically adjusts the effort needed to tilt the ergonomic joystick based on ground speed.

BRAKES

- Y X N An integrated braking system shall reduce axle oil temperatures and improve transmission neutralizer smoothness.

HYDRAULIC SYSTEM

- Y X N Hydraulic pump output for the bucket/work tool system shall be 95 gal/min (360 L/min).
- Y X N Total hydraulic cycle time shall be no more than 10.3 seconds with rated payload.
- Y X N Machine shall feature load-sensing hydraulics to automatically adjust to operating conditions and provide only hydraulic flow required by the implement.
- Y X N Control of raise/lower and rack back/dump shall be able to be operated simultaneously.
- Y X N Electro hydraulic implement controls shall provide the operator with in-cab programmable kickouts to prevent material spillage.
- Y X N Optional joystick hydraulic implement control with third and fourth function in same joystick should be available

AXLES

- Y X N Machine shall have a fixed front axle that is rigidly mounted to the frame.
- Y X N Rear axle shall oscillate +/- 13° and follow the contour of the ground to allow the cab to stay steady.

OPERATOR'S STATION

- Y X N ___ The operator sound pressure level for a standard machine configuration shall be a maximum of 72 dB(A) with the cooling fan speed set at maximum value per ISO6396:2008.
- Y X N ___ Cab shall be attached to the frame with viscous mounts to reduce shock loads from the ground.
- Y X N ___ An integrated ladder with aggressive-tread steps shall keep debris buildup to a minimum.
- Y X N ___ Ladder shall be at a 15-degree incline for easy entry and exit.
- Y X N ___ Platforms shall be wide enough to allow ease of movement to the front or rear of the machine.
- Y X N ___ Front hinged cab door shall be able to be opened and closed by the operator while seated and shall feature sliding windows on both sides that can be opened incrementally with one hand operation.
- Y X N ___ Front hinged cab door shall open automatically with the assistance of a gas strut.
- Y X N ___ Pull type door handle shall be located on the lower right hand corner of the door for easy access when standing on the ground or first step of the ladder.
- Y X N ___ Full-length ladder shall be available on the right side to facilitate safe exit if needed.
- Y X N ___ Convex windshield shall help enhance visibility, increase cab space, decrease sound levels in the cab, and offer durability than flat glass.
- Y X N ___ Wet-arm wipers shall be on both front and back windows.
- Y X N ___ Cab roof shall have channels to direct rain off the corners of the cab to keep the windows clear.
- Y X N ___ Cab shall have an overhang on all sides to protect the operator from glare.
- Y X N ___ Window access platform shall extend along the front of the curved windshield for fast, safe, and more convenient cleaning access.
- Y X N ___ Non-slip step near the A pin and horizontal folding (along a vertical axis) external mirrors shall be added to help assist operators when stepping onto the window cleaning platform.
- Y X N ___ Standard rear vision camera shall be located in a pocket on the grill to protect it from damage and the elements and help monitor movement behind the loader.
- Y X N ___ A Multi-function 18 cm (7 in) color LCD touch-screen display for rear vision camera image display (reverse travel activated) and machine status, setting and health parameters should be standard
- Y X N ___ A second screen must be available as an option to display the rear view camera vision at all times if required.
- Y X N ___ Minimum of two rear hood mounted lights shall illuminate the area behind the machine in low light conditions.
- Y X N ___ One main control panel shall be located on the right ROPS post to keep everything in reach of the operator while maintaining visibility to the ground.
- Y X N ___ Main control panels shall retain large membrane style switches which contain LED's to denote activation/mode and have a positive feel and "click" to signal activation.
- Y X N ___ Climate control system shall automatically adjust the air temperature and fan speed to maintain the operator's preferred climate setting.
- Y X N ___ Seat shall have 6-way adjustments and shall feature automotive-style lumbar support.
- Y X N ___ Right and left armrests shall be mounted to the seat arms and have integrated controls that adjust for comfortable, convenient operation and must move with the seat.
- Y X N ___ Heated seat shall be available for comfort in cold conditions.
- Y X N ___ External 12" by 9" mirrors shall contain integrated spot mirrors and have optional heated and remotely adjustable functions.
- Y X N ___ Stop, tail, and turn signal lights shall mount in a pocket for extra protection and are LED style.
- Y X N ___ Cab shall contain three 12-volt outlets.
- Y X N ___ Right side of cab shall contain MP3 player jack, MP3 player/cell phone holder, and two cup holders.
- Y X N ___ A monitoring system shall be available for critical systems to alert the operator to potential need for service. Three levels of warning shall allow the operator to assess the situation more accurately.
- Y X N ___ The operator station shall be removable in 45 minutes and shall use quick disconnects so no wire need to be cut and no refrigerant is lost.
- Y X N ___ Cab shall have channels on the cab floor and no threshold at the door for easy cleaning.
- Y X N ___ A remote opening system should be available as an option so the operator can open the cab from the ground level.
- Y X N ___ A tie-off point should be available on the left side of the machine.

LOADER LINKAGE

- Y X N ___ Full 37 degree turn static tipping load with a 5.5 cubic yard (4.2 cubic meter) general-purpose bucket with bolt-on edges shall be no less than 32,329 lb. (14,668 kg) and will be fully compliant to ISO (2007) 14397-1 Section 1 thru 6, which requires 2% verification between calculations and testing.
- Y X N ___ Full 37 degree turn static tipping load with a 5.5 cubic yard (4.2 cubic meter) general-purpose bucket with bolt-on edges and rigid tires shall be no less than 34,873 lb. (15,822 kg) and will be fully compliant to ISO (2007) 14397-1 Sections 1 thru 5.
- Y X N ___ Breakout force shall be a minimum of 38,984 lb. (173 kN) with a 5.5 cubic yard (4.2 cubic meter) general-purpose bucket with bolt-on edges.
- Y X N ___ A high lift arrangement shall be available for special dump clearance needs.

- ~~Y~~ N ___ Linkage shall be a single-tilt Z-bar design.
- ~~Y~~ N ___ Rotary sensors for the tilt lever and lift circuit shall allow the operator to electronically set detent positions from the cab.

WORK TOOL OPTIONS

- ~~Y~~ N ___ A quick coupler (Balderson coupler) shall be available for ease of changing work tools without leaving the cab.
- ~~Y~~ N ___ A quick coupler shall be available from the OEM with no offset between linkage and tool so no performance is lost.

SERVICEABILITY

- ~~Y~~ N ___ Machine shall have well protected, easily visible sight gauges for transmission oil, hydraulic oil, and radiator coolant.
- ~~Y~~ N ___ A single mechanical lift cylinder with manual backup shall be standard to open the hood.
- ~~Y~~ N ___ If necessary, the entire hood shall be removable using the built-in lift points.
- ~~Y~~ N ___ With the hood closed, quick checks on engine oil and coolant sight gauges can be completed through the rear clamshell.
- ~~Y~~ N ___ Panels located behind the tires shall lift up and can be removed for additional access.
- ~~Y~~ N ___ Rooding fenders shall hinge from the rear and swing out, allowing easier access to the engine compartment.
- ~~Y~~ N ___ The clamshell hood shall provide access to the front and rear faces of the radiator and ATAAC cores for easy cleaning.
- ~~Y~~ N ___ A perforated and corrugated grill shall minimize debris buildup and shall swing out for easy cleaning and access to the cooling cores.
- ~~Y~~ N ___ Full width air conditioning condenser and oil cooler cores shall swing out to allow easy cleaning of the rear radiator face.
- ~~Y~~ N ___ Cab air filters shall be easily accessible from the exterior of the cab.
- ~~Y~~ N ___ Ecology drains for simple and clean fluid drainage shall be provided for the engine, transmission, and hydraulics.
- ~~Y~~ N ___ Brake wear indicators shall be standard for ease of inspection.
- ~~Y~~ N ___ Grease fittings shall be grouped on the right side of the machine in two locations: below the right-side service platform and just off the non-engine end frame.
- ~~Y~~ N ___ Transmission oil and hydraulic filters shall be located behind the hinged, right-side access platform. The hydraulic oil tank shall be drainable from this location.
- ~~Y~~ N ___ Auto lube shall be available to provide precise, automatic lubrication of pins and bushings.
- ~~Y~~ N ___ Maintenance free batteries, relay panel, jump start receptacle, and optional toolbox shall be located below the left-side access platform.
- ~~Y~~ N ___ Master shutdown switch shall be housed with the relay panel.
- ~~Y~~ N ___ Pressure taps for the steering and hydraulic systems, transmission (optional), and brakes shall be grouped behind an access panel just below the right-side service platform.

MINIMUM SERVICE FILL CAPACITIES

- ~~Y~~ N ___ Fuel tank shall hold at least 82.7 gal (313 L).
- ~~Y~~ N ___ Cooling system shall hold at least 18.9 gal (71.6 L).
- ~~Y~~ N ___ Crankcase shall hold at least 6.5 gal (24.5 L).
- ~~Y~~ N ___ Transmission shall hold at least 14.3 gal (54 L).
- ~~Y~~ N ___ Front and rear differentials and final drives shall each hold at least 15.1 gal (57 L).
- ~~Y~~ N ___ Hydraulic tank shall hold at least 33 gal (125 L).
- ~~Y~~ N ___ Diesel Exhaust Fluid (DEF) tank shall hold at least 4.4 gal (16.8 L).

OWNING AND OPERATING COSTS

- ~~Y~~ N ___ Recommended hydraulic filter change interval shall be 500 hours.
- ~~Y~~ N ___ Recommended transmission oil change interval shall be 2,000 hours.

ADDITIONAL FEATURES

- ~~Y~~ N ___ A payload measuring system shall be available as OEM factory-installed option. Sensors that are built into the lift arms should allow on-the-go weighing of material in the bucket, with results displayed in the cab monitor
- ~~Y~~ N ___ Aggregate Auto dig shall be available to automate the loading process by allowing operators to get consistently full payloads without touching the controls.
- ~~Y~~ N ___ Lighting packages shall be available for roading or low-light applications.
- ~~Y~~ N ___ High Intensity Discharge (HID) lights shall be available.
- ~~Y~~ N ___ Cylinder dampening shall slow the bucket as it reaches the limits of travel to prevent machine jarring.
- ~~Y~~ N ___ Ride control shall be available to reduce jolting and bouncing during load and carry operations, with a minimum of 2 accumulators.

Y N

Electronically controlled, automatic kickouts shall prevent the jerking and bouncing associated with abrupt cylinder stops.

Y N

A system shall be available to collect and track information on machine location, service meter hours, productivity information, and other relevant items.

Y N

A security system shall be available to help eliminate theft and unauthorized usage by requiring a uniquely coded key.



Meridian
 500 E Overland Rd Meridian, ID 83642
 208.888.2287

SALES AGREEMENT

AGREEMENT: Q00PST
 AGREEMENT DATE: 12/23/21
 AGREEMENT EXPIRES:
 WAREHOUSE:
 CUSTOMER NO.:
 CUSTOMER PO:

SOLD TO: City of Ketchum
 PO Box 2315
 Ketchum, Id. 83340

SHIP TO: Ketchum, Id. 83340

SALESMAN: Shane Johnson
EMAIL: shane.johnson@wseco.com
PHONE: 208-420-0025

ITEM DESCRIPTION	PRICE
TRADE MACHINE	-50,000.00
CAT 950G with Bucket	
4BS00275	
Hours 8010	

The Used Equipment is purchased "As Is" with no Warranty

Notes	Before Tax Balance	-50,000.00
	Sales Tax 0.00%	0.00
	Downpayment	
	Net Due	-50,000.00
Western States Equipment	City of Ketchum	
Order Received by _____	Approved and Accepted by _____	
Title _____ Date _____	Title _____ Date _____	



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 City Of Ketchum			OWNER PHONE	
OWNER ADDRESS, CITY and ZIP CODE PO Box 2315 Ketchum, ID 83340-2315				
EXTENDED WARRANTY COVERAGE Used Warranty - MS Used Warranty 12 months 500 hour Powertrain and Hydraulic. Travel and mileage covered during the warranty period.				
MODEL	PRODUCT DESCRIPTION	HOURLY METER	SERIAL NUMBER	DELIVERY DATE
966M	966M Wheel Loader	1,896	KJP00998	

IMPORTANT NOTE TO OWNER: Complete terms of Standard or Extended Coverage are set forth on this document. Please read all pages carefully before signing. **YOUR RIGHTS AND REMEDIES IN CONNECTION WITH STANDARD OR EXTENDED COVERAGE ARE 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: _____

The owner and product identified above meet all requirements for the coverage requested and the applicable charge for extended coverage has been paid.

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 <input type="checkbox"/> COMMERCIAL <input type="checkbox"/> FORESTRY <input type="checkbox"/> WASTE <input type="checkbox"/> GOVERNMENTAL <input type="checkbox"/> AG	PURCHASER NAME	DATE MACHINE SOLD	DATES INSPECTION COMPLETED & APPROVED	
	ADDRESS (STREET, RR)	(CITY/TOWN)	(STATE)	(ZIP CODE)
	TRANSFER HOUR METER READING	SIGNATURE OF NEW BUYER	DEALER CONFIRMATION	

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 other products, different warranties may apply. Copies of applicable warranties may be obtained by writing Caterpillar Inc. 100 N.E. Adams St., Peoria IL, USA 61629-3345.

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 / 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, filters, 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: 1) 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.

EXTENDED REPAIR COVERAGE

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, subject 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: 1) HYDRAULIC/STEERING HOSES AND LINES. 2) HYDRAULIC QUICK-COUPPLERS 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 12-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: 1) 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 as 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. 10) 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	877-552-2287	Pendleton, OR	888-388-2287
Lewiston, ID	800-842-2225	Pasco, WA	800-633-2287
Meridian, ID	800-852-2287	Spokane, WA	800-541-1234
Pocatello, ID	800-832-2287	Hayden, ID	208-762-6600 (Not a toll free number)
Twin Falls, ID	800-258-1009		
Kalispell, MT	800-635-7794		
Missoula, MT	800-548-1512		
LaGrande, OR	800-963-3101		

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: 1) 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: 1) 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 THIS MACHINE SERVICE CONTRACT ARE GUARANTEED UNDER A SERVICE CONTRACT LIABILITY POLICY. SHOULD THE MACHINE SERVICE CONTRACT PROVIDER FAIL TO PAY OR PROVIDE SERVICE ON ANY CLAIM WITHIN 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 OBLIGATED 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 HOLDER OWNERS 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 INSURER: CATERPILLAR INSURANCE COMPANY 2120 WEST END AVE., NASHVILLE, TENNESSEE 37203 | 800 248-4228

EXCEPTION TO BID SPECIFICATIONS

The CAT 966M comes equipped with a CAT Fusion Quick Coupler. Western States Equipment will give a trade value of \$3,500.00 for the Fusion Coupler.

The bid calls for a Balderson Quick Coupler. The cost for the Balderson coupler is \$9774.00.

So net difference is \$6,274.00.

Thank you

Shane Johnson

Western States Equipment

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Western States Equipment Co

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
PO Box 38

6 City, state, and ZIP code
Boise, ID 83707-0038

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
			-						
or									
Employer identification number									
8	2	-	0	4	0	3	5	4	2

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ *Heidi J. Allen* Date ▶ 01/04/2021

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

PRODUCT SPECIFICATIONS FOR 966M

- US
- Metric

[more_vert](#)
[close](#)

Actions

- Display:US [chevron_right](#)

[arrow_back](#)

Display

- US
- Metric

[info](#)Your Site Settings

Would you like to save that selection as your preferred unit of measurement?

Save this as your preferred unit of measurement [clear](#)

ENGINE

Net Power - ISO 9249	276 HP
Emissions	Tier 4/Stage IV
Maximum Net Power - 1,700 rpm - SAE J1349	276 HP
Maximum Power - 1,800 rpm - SAE J1995 - Metric	315 HP
Maximum Net Power - 1,700 rpm - SAE J1349 - Metric	280 HP
Peak Gross Torque - 1,200 rpm - SAE J1995	1179 ft·lbf
Maximum Power - 1,800 rpm - ISO 14396 - Metric	311 HP
Displacement	568 in ³
Maximum Power - 1,800 rpm - ISO 14396	307 HP
Peak Gross Torque - 1,200 rpm - ISO 14396	1166 ft·lbf
Maximum Power - 1,800 rpm - SAE J1995	311 HP
Engine Model	Cat C9.3
Maximum Net Torque - 1,000 rpm	1126 ft·lbf
Maximum Net Power - 1,700 rpm - ISO 9249 - Metric	280 HP
Maximum Net Power - 1,700 rpm - ISO 9249	276 HP
Note	The air conditioning system on this machine contains the fluorinated greenhouse gas refrigerant R134a (Global Warming Potential =

1430). The system contains 1.6 kg of refrigerant which has a CO2 equivalent of 2.288 metric tonnes.

WEIGHTS

Operating Weight	51176 lb
Note	Weight based on a machine configuration with Michelin 26.5R25 XHA2 L3 radial tires, full fluids, operator, standard counterweight, cold start, roading fenders, Product Link™, manual diff lock/open axles (front/rear), power train guard, secondary steering, sound suppression and a 4.2 m ³ (5.5 yd ³) general purpose bucket with BOCE.

BUCKETS

Bucket Capacities	3.20-7.40 m ³ (4.19-9.68 yd ³)
--------------------------	---

OPERATING SPECIFICATIONS

Static Tipping Load - Full 37° Turn - With Tire Deflection	32329 lb
Static Tipping Load - Full 37° Turn - No Tire Deflection	34873 lb
Breakout Force	38984 lbf
Note (2)	Full compliance to ISO 143971:2007 Sections 1 thru 6, which requires 2% verification between calculations and testing.
Note (1)	For a machine configuration as defined under "Weight."

TRANSMISSION

Forward - 1	4 mile/h
Forward - 3	14.6 mile/h
Reverse - 2	8.9 mile/h
Forward - 4	24.5 mile/h
Reverse - 4	24.5 mile/h
Forward - 2	8.1 mile/h
Reverse - 3	16.1 mile/h

Reverse - 1

4.4 mile/h

Note

Maximum travel speed in standard vehicle with empty bucket and standard L3 tires with 826 mm (32.5 in) roll radius.

HYDRAULIC SYSTEM

Implement System - Maximum Operating Pressure	4496 psi
Hydraulic Cycle Time - Total	10.1 s
Implement System - Maximum Pump Output at 2,200 rpm	95 gal/min
Implement Pump Type	Variable Displacement Piston

SERVICE REFILL CAPACITIES

Fuel Tank	79.8 gal (US)
Differential - Final Drives - Front	15.1 gal (US)
Crankcase	6.5 gal (US)
Transmission	14.3 gal (US)
Differential - Final Drives - Rear	15.1 gal (US)
Hydraulic Tank	33 gal (US)
DEF Tank	4.4 gal (US)
Cooling System	18.9 gal (US)

SOUND

With Cooling Fan Speed at Maximum Value - Operator Sound Pressure Level (ISO 6396:2008) 70 dB(A)

With Cooling Fan Speed at Maximum Value - Exterior Sound Pressure Level (SAE J88:2013) 76 dB(A)*

With Cooling Fan Speed at Maximum Value - Exterior Sound Power Level (ISO 6395:2008) 109 dB(A)

With Cooling Fan Speed at 70% of Maximum Value - Operator Sound Pressure Level (ISO 6396:2008)** 69 dB(A)

Note (3)

***European Union Directive 2000/14/EC as amended by 2005/88/EC.

With Cooling Fan Speed at 70% of Maximum Value - Exterior Sound Power Level (ISO 6395:2008)** 108 LWA***

Note (1)

*Distance of 15 m (49.2 ft), moving forward in second gear ratio.

Note (2)

**For machines in European Union countries and in countries that adopt the EU Directives.

DIMENSIONS - HIGH LIFT

Tread Width	7.33 ft
Hinge Pin Height at Maximum Lift	15.75 ft
Hinge Pin Height at Carry	2.58 ft
Ground Clearance	1.42 ft
Overall Length - Without Bucket	26.58 ft
Height - Top of ROPS	11.75 ft
Lift Arm Clearance at Maximum Lift	13.58 ft
Centerline of Rear Axle to Edge of Counterweight	8.17 ft
Rack Back at Ground	39 degrees
Height - Top of Hood	9.25 ft
Centerline of Rear Axle to Hitch	5.83 ft
Note	All dimensions are approximate and based on L3 XHA2 tires.
Height - Top of Exhaust Pipe	11.58 ft
Maximum Width over Tires	9.83 ft
Wheel Base	11.67 ft
Rack Back - Maximum Lift	71 degrees
Rack Back - Carry Height	49 degrees

DIMENSIONS - STANDARD LIFT

Hinge Pin Height at Maximum Lift	13.92 ft
Ground Clearance	1.42 ft
Centerline of Rear Axle to Hitch	5.83 ft
Lift Arm Clearance at Maximum Lift	11.92 ft
Height - Top of ROPS	11.75 ft
Height - Top of Exhaust Pipe	11.58 ft
Rack Back - Maximum Lift	62 degrees
Wheel Base	11.67 ft
Tread Width	7.33 ft
Note	All dimensions are approximate and based on L3 XHA2 tires.
Hinge Pin Height at Carry	2.08 ft
Centerline of Rear Axle to Edge of Counterweight	7.17 ft
Overall Length - Without Bucket	23.92 ft

Height - Top of Hood	9.25 ft
Maximum Width over Tires	9.83 ft
Rack Back at Ground	42 degrees
Rack Back - Carry Height	50 degrees

BUCKET CAPACITIES

Bucket Range 3.20-7.40 m³ (4.19-9.68 yd³)

ENGINE - TIER 4 FINAL/STAGE IV

Emissions Tier 4/Stage IV

966M STANDARD EQUIPMENT

NOTE

- Standard and optional equipment may vary. Consult your Cat dealer for details.

POWER TRAIN

- Engine, Cat C9.3 meets Tier 3/Stage IIIA equivalent or Tier 4/Final/Stage IV emission standards
- Cat Clean Emissions Module (CEM) with Diesel Particulate Filter (DPF) and Diesel Exhaust Fluid (DEF) tank and pump (Tier 4 Final/Stage IV models)
- Fuel priming pump (electric)
- Fuel/water separator
- Precleaner, engine air intake
- Economy Mode (selectable)
- Transmission, automatic planetary power shift (4F/4R)
- Torque converter, locking clutch with free wheel stator
- Switch, transmission neutralizer lockout
- Axles, manually actuated differential lock front axle, open differential rear axle
- Axles, ecology drains
- Brakes, full hydraulic enclosed wet-disc with Integrated Braking System (IBS)

- Brake wear indicators
- Parking brake, disc and caliper
- Fan, radiator, on demand

OPERATOR ENVIRONMENT

- Cab, pressurized and sound suppressed (ROPS/FOPS)
- Viscous mounts
- Multi-function 18 cm (7 in) color touch-screen display for rear vision camera, clock and machine parameters
- EH controls, SAL (single axis lever) lift and tilt function
- Steering, EH joystick, speed sensing with force feedback
- Radio ready (entertainment) includes antenna, speakers and converter (12V, 10-amp)
- Air conditioner, heater, and defroster (auto temp and fan)
- EH parking brake
- Beverage holders (2) with storage compartment for cell phone/MP3 player
- Bucket/work tool function lockout
- Coat hook (2)
- Cab air filter
- Ergonomic cab access ladders and handrails
- Horn, electric
- Light, two dome (cab)
- Mirrors, rearview external with integrated spot mirrors
- Post mounted membrane 16 switch keypad
- 2 receptables, 12V
- Seat, Cat Comfort (cloth) air suspension
- Seat belt, 51 mm (2 in) retractable, with indicator
- Sun visor, front
- Wet-arm wipers/washers front and rear, intermittent front wiper
- Window, sliding (left and right sides)
- Cab tie-off

COMPUTERIZED MONITORING SYSTEM

- With following gauges: Speedometer/tachometer; Digital gear range indicator; Diesel Exhaust Fluid (DEF) level (Tier 4 Final/Stage IV models); Temperature: engine coolant, hydraulic oil, transmission oil; Fuel level
- With following warning indicators: Regeneration; Temperature: axle oil, engine intake manifold; Pressure: engine oil, fuel pressure hi/low, primary steering oil, service brake oil; Battery voltage hi/low, primary steering oil, service brake oil; Battery voltage hi/low; Engine air filter restriction; Hydraulic oil filter restriction; Hydraulic oil low; Parking brake; DEF low level (Tier 4 Final/Stage IV models); Transmission filter bypass

ELECTRICAL AND LIGHTING

- Batteries (2), maintenance free 1,400 CCA
- Ignition key; start/stop switch
- Starter, electric, heavy duty
- Starting and charging system (24V)
- Lighting system: Four halogen work lights (cab mounted); Two halogen roading lights (with signals); Two halogen rear vision lights (hood mounted)
- Alarm, back-up
- Alternator, 145-amp brushed
- Main disconnect switch
- Receptacle start (cables not included)

CAT CONNECT TECHNOLOGIES

- Link technologies: Product Link
- Detect technologies: rear vision camera

LINKAGE

- Linkage, Z-bar, cast crosstube/tilt lever
- Kickout, lift and tilt, automatic

HYDRAULICS

- Hydraulic system, load sensing
- Steering, load sensing
- Ride control, 2V
- Remote diagnostic pressure taps

- Hoses, Cat XT™
- Oil sampling valves

FLUIDS

- Premixed extended life coolant with freeze protection to -34° C (-29° F)

OTHER STANDARD EQUIPMENT

- Hood, non-metallic power tilting
- Service centers (electrical and hydraulic)
- Platform, window washing
- Auto idle shutdown
- Fenders, front with mud-flap/rear with extension
- Ecology drains for engine, transmission, and hydraulics
- Ether aid ready
- Grill, airborne debris
- Filters: fuel, engine air, engine oil, hydraulic oil, transmission
- Fuel cooler
- Grease zerks
- Hitch, drawbar with pin
- Precleaner rain cap
- Sight gauges: engine coolant, hydraulic oil, and transmission oil level
- Toolbox
- Vandlism protection caplocks

966M OPTIONAL EQUIPMENT

NOTE

- Standard and optional equipment may vary. Consult your Cat dealer for details.

POWER TRAIN

- Axles - Automatic front/rear differential locks; Axle oil cooler; Extreme temperature seals; Seal guards
- Fan, VPF (variable pitch fan), automatic and manual control

- Radiator, high debris with wider fin spacing

OPERATOR ENVIRONMENT

- Door, remote opening system
- Cover, HVAC metallic
- EH controls, SAL 3rd function - Additional roller switch for 4th function
- EH controls, joystick lift and tilt - Additional integrated roller switches for 3rd and 4th functions
- Filter, carbon fresh air
- Mirrors, heated rearview external with integrated spot mirrors
- Precleaner, HVAC
- Precleaner, HVAC (RESPA)
- Radio, AM/FM/CD/USB/MP3 Bluetooth with Satellite Sirius XM
- Radio, CB ready
- Seat, heated air suspension
- Seat belt, 76 mm (3 in) retractable, with indicator
- Steering, EH wheel with directional FNR shifter and gear selector - Additional FNR with implement controls
- Roof, metallic
- Steering, secondary
- Sun visor, rear
- Windows, rubber mounted
- Windows, with front guard
- Windows, with heavy duty front guard
- Windows, with full guards front, rear and sides

ELECTRICAL AND LIGHTING

- Four additional auxiliary halogen cab mounted work lights or
- Two additional auxiliary front HI LED and two additional auxiliary rear LED cab mounted work lights with 2 LED work lights in the radiator grill and LED front turn signals also includes replacement of the standard four halogen cab mounted work lights with four LED work lights (the standard offering and only roading light available is the halogen roading light)

- Warning amber strobe beacon
- Reversing strobes
- External seat belt indicator light
- Speed limiter - 20 km/h (Europe only)

CAT CONNECT TECHNOLOGIES

- Link technologies: VIMS™
- Payload technologies: Advanced Productivity subscription; Cat Production Measurement 2.0; Printer; Aggregate Autodig
- Detect technologies: Cat Rear Object Detection
- Machine Security System

HYDRAULICS

- 3rd function with Ride Control: Standard linkage; High lift linkage; Forestry linkage
- 4th function with Ride Control: Standard linkage; High lift linkage; Forestry linkage

FLUIDS

- Premixed extended life coolant with freeze protection to -50° C (-58° F)

STARTERS, BATTERIES, AND ALTERNATORS

- Cold start - 120V
- Cold start - 240V

LINKAGE

- High lift
- Extended capacity
- Quick coupler ready

WORK TOOLS

- Performance Series buckets
- Fusion quick coupler
- Forks, pallet
- Forks, logging

OTHER OPTIONAL EQUIPMENT

- Cat Autolube System
- Fenders, roading
- Guard, power train
- Oil change, high speed engine
- Precleaner, turbine
- Precleaner, trash
- Wheel chocks

PURPOSE BUILT SPECIALTY MODELS

- Aggregate
- Industrial & Waste
- Forestry
- Corrosion Resistance



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

SOLD TO:
 City Of Ketchum
 PO Box 2315
 Ketchum, ID 83340-2315

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

SALES AGREEMENT

AGREEMENT: Q000259155-5
 AGREEMENT DATE: 12/20/2021
 AGREEMENT EXPIRES: 1/8/2022
 WAREHOUSE: Twin Falls Machine Sales
 CUSTOMER NO.: 4855600
 CUSTOMER PO:
 SALESMAN: Shane G Johnson

Shane.Johnson@wseco.com

ITEM DESCRIPTION	PRICE
2015 Caterpillar 966M Wheel Loader S/N: KJP00998 SMU: 1,896 hrs ID:E0097144	\$248,570.00
Used Warranty - MS Used Warranty 12 months 500 hour Powertrain and Hydraulic.	\$1,430.00

Notes	Before Tax Balance	\$250,000.00
	Sales Tax	\$0.00
	Trade Payoff	\$0.00
	Downpayment	\$0.00
	Net Due	\$250,000.00

Western States Equipment	City Of Ketchum
Order Received by <u>Brad Drollinger</u>	Approved and Accepted by _____
Title <u>Regional Sales Manager</u> Date <u>12/20/2021</u>	Title _____ 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 replacement machine purchase above. Purchaser hereby sells the trade in equipment described above to the vendor and warrants it to be free and clear of all claims, liens, and security interest except as shown above.
 Warranty: By initiating above the customer acknowledges that they have received a copy of the Western States Co/Caterpillar Warranty and has read and understands said warranty. All used equipment is sold as is where is and no warranty is offered or implied except as specified above.



SALES AGREEMENT

NO.: Q000259155-7

EQUIPMENT DETAILS

3611910 966M WHEEL LOADER	3722085 REGIONAL PKG AM-N
3860940 STANDARD PACKAGE	3831556 LINKAGE STANDARD LIFT
3672330 COUNTERWEIGHT 1000KG	3692717 AXLES LOCK/OPEN ED AOC
3692726 HYDRAULICS 2V RC STD/HL	3964672 HYDRAULIC OIL STANDARD
3641306 STARTING COLD (120V)	3600158 LIGHTS STANDARD
3757663 SEAT HEATED LHD	3661983 MIRRORS EXTERNAL
3726549 STEERING STANDARD	3886245 PRODUCT LINK SATELLITE PL321
3649908 COOLING CORES 6 FPI	3649918 FAN STANDARD
3717066 ANTIFREEZE -34C (-29F)	3008697 TIRES 26.5R25 * VJT BS L3
3723891 CAB AR STANDARD	3660730 CAB ROOF STANDARD
3658382 COVER HVAC NON-METALLIC	3248092 AIR INLET STANDARD RAIN CAP
3599951 FENDERS STANDARD	3726554 SOUND SUPPRESSION STANDARD
3721600 RADIO AM/FM/USB/MP3 BLUETOOTH	3679030 GUARD POWERTRAIN
3727403 QUICK COUPLER READY	3611437 OMISSION WORKTOOL
3831557 LUBRICATION MANUAL STD/HL	3927096 JOYSTICK 2V LHD
0P9003 LANE 3 ORDER	3611880 CERT EMISSIONS EPA TIER 4
0P0309 PACK DOMESTIC TRUCK	4501592 SEAT BELT 3 W/INDICATOR
3109390 QUICK COUPER	4353404 KIT, HYDRAULICS, 3V, LINES IMPLEMENT 3V

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 WSECO'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, statute, 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 indential 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: _____

Title: _____

Title: Regional Sales Manager

Date: _____

Date: _____



City of Ketchum
Public Works

INVITATION FOR BIDS

Sealed bids will be opened at 10:00 a.m. Mountain Standard Time, Wednesday, December 15, 2021, in the City Clerk's Office, Ketchum City Hall, 191 5th St W, Ketchum, Idaho 83340, for Wheel Loader Bids.

1. **INTRODUCTION AND PURPOSE**

Bidders are required to read and understand all information within this entire bid package. By responding to this Invitation for Bids (IFB), the bidder agrees to read and understand these documents.

The purpose of this IFB is to provide the City of Ketchum a 966M Wheel Loader or equivalent, meeting or exceeding the specifications of this proposal. Said equipment shall include all items necessary for efficient operation whether specifically mentioned in these specifications.

~~There is an added alternate bid for the bidder to purchase a city of Ketchum, surplus 1998 950G wheel loader.~~

~~The city of Ketchum may choose to use the funds to go towards the purchase of the loader specified, receive the funds, or disregard the alternate bid.~~

2. **COMMUNICATION WITH THE CITY**

All vendor communications concerning this IFB shall be directed to:

Kelli Trapp
Administrative Assistant
PO Box 2315
Ketchum, ID 83340
(208) 726-7831 phone
(208) 726-7836 fax
ktrapp@ketchumidaho.org

3. **BID RESPONSE DATE AND LOCATION**

- a) Bids must be received by the City Clerk no later than 10:00 a.m. Mountain Standard Time, Wednesday, December 10, 2021.
- b) Hard copy original Bids are preferred. However, fax and email submittals to the addresses above are acceptable with prior approval from the Director.
- c) Responses should be in a sealed envelope clearly marked and addressed as follows:

966M Wheel Loader
Attn: Tara Fenwick
Ketchum City Hall
191 5th Street West
Ketchum, Idaho 83340

- d) Please be advised that the address cited in item 3 (c) above is the physical location of City Hall, the City of Ketchum's mailing address is:

Ketchum City Hall

PO Box 2315

191 5th Street * P.O. Box 2315 * Ketchum, ID 83340 * main (208) 726-7831 * fax (208) 726-7836
facebook.com/CityofKetchum * twitter.com/Ketchum_Idaho * www.ketchumidaho.org

Ketchum, Idaho 83340

- e) Should the bidder respond by US Mail, please be certain to use the mailing address on the mailing label, clearly marking the outside of the envelope or box, "966M or equivalent, Wheel Loader" Inside the mailing envelope or box, please refer to instructions in item 3 (c) above.
- f) The City requires one original bid and one copy of the bid.
- g) The vendor or bidder has full and complete responsibility to ensure the Bid arrives at City Hall within the deadline. The City assumes no responsibility for the delays caused by the US Postal Service or any other delivery service. Postmarking by the due date will not substitute for the actual receipt of response by the date due. Bids will be opened at the due date and time. Responses arriving after the deadline may be returned, unopened, to the vendor or bidder, or may simply be declared non-responsive and not subject to evaluation or may be found to have been received in accordance with the solicitation requirement, at the sole determination of the City Administrator.
- h) Bid response must be signed by an official authorized to legally bind the bidder.
- i) The City of Ketchum will consider supplemental brochures and materials. Bidders are invited to attach any brochures or materials that will assist the City in evaluation.

4. BID OPENING

- a) The Bid shall be publicly opened by the City at the date and time specified, at Ketchum City Hall. The City requests bidders honor the City effort to safeguard pricing or proposal information until an Intention to Award is announced.
- b) With this preference stated, the City shall continue to properly fulfill all public disclosure requests for such information as required by Idaho Law.
- c) Should any bidder request pricing information prior to City award, all bidders may be informed of such by the City.

5. BASIS OF AWARD

Award of contract by City of Ketchum will be based upon most responsible and responsive bid submitted. Consideration will be given to delivery date, parts and service facilities, analysis and comparison of equipment specification details, and past experience of the City of Ketchum with similar or related equipment. No significant deviation from the terms of this specification is acceptable. The City of Ketchum reserves the right to reject any or all bids as authorized by law and to award the contract to other than the lowest bidder at its discretion, in the best interests of the City of Ketchum.

6. BID PREPARATION AND SUBMISSION

Effective Dates of Offer

Offer price and costs in Vendor submittal must remain valid for at least ninety (90) days or until City completes award. Should any vendor object to this condition, the vendor must provide objection through a question and/or complaint to the Buyer prior to the bid closing date.

Taxpayer Number and W-9

Unless the successful Vendor has already submitted a fully executed Taxpayer Identification Number and Certification Request Form (W-9) to the City, the successful Vendor must execute and submit this form prior to the contract execution date.

Cost of Preparing Bids

The City will not be liable for any costs incurred by the Bidder in the preparation of Bids submitted in response to this IFB including, but not limited to, costs incurred in connection with the Bidder's participation in demonstrations and the pre-Bid conference.

Bidder Responsibility

It is the Bidder's responsibility to examine all specifications and conditions thoroughly and comply fully with specifications and all attached terms and conditions. Bidders must comply with all Federal, State, and City laws, ordinances and rules, and meet any and all registration requirements where required for contractors as set forth in the Idaho Statutes.

Changes in Bids

Prior to bid submittal closing date and time established for this IFB, a Bidder may make changes to its bid provided the change is initiated and dated by the Bidder. No change to a bid shall be made after the bid closing date and time.

Errors in Bids

Bidders are responsible for errors and omissions in their Bids. No such error or omission shall diminish the Bidder's obligations to the City.

Withdrawal of Bid

A submittal may be withdrawn by written request of the submitter, prior to bid closing. After the closing date and time, the submittal may be withdrawn only with permission of the City.

Rejection of Bids and Rights of Award

The City reserves the right to reject any or all bids at any time with no penalty. The City also has the right to waive immaterial defects and minor irregularities in any submitted Bid.

No Gifts and Gratuities

The City of Ketchum Employee Handbook provides rules about work activities, business relationships, and the use of City resources. City purchasing requires that Vendors who contract with City Purchasing, or are interested in pursuing a purchasing contract, comply with standards to support the City Ethics Code. Vendors shall not directly or indirectly offer gifts and resources to any person employed by the City that is intended, or may be reasonably intended, to benefit the Vendor by way of award, administration, or in any other way to influence purchasing decisions of the City. This includes but is not limited to, City Purchasing office employees and City employees that do business with, order, purchase or are part of decision-making for business contract or purchase decisions. He Vendor shall not offer meals, gifts, gratuities, loans, trips, favors, bonuses, donations, special discounts, work, or anything of economic value to any such City employees. This does not prohibit distribution of promotional items that are less than \$25 when provided as part of routine business activity such as trade shows. It is also unlawful for anyone to offer another such item, to influence or cause them to refrain from submitting a bid.

Vendors must strictly adhere to the statues and ordinances for ethics in contracting and purchasing including RCW 42.23 (Code of Ethics for Municipal Officers) and RCW 42.52 (Ethics in Public Service). This is applicable to any business practice, whether a contract, solicitation or activity related to City businesses.

1. DELIVERY

Machine is to be delivered within sixty (60) days from the date of award. More than sixty days must be approved by the city.

2. EXCEPTIONS TO BID SPECIFICATIONS

On a separate page, please list all deviation in specifications. List by title and item.

3. WRITTEN POWERTRAIN WARRANTY to be included with bid as follows:

A warranty to include all parts and labor for all repairs required for one (1) year from date of delivery. The warranty is to be provided during vendor's regular working hours. The City of Ketchum will make the equipment available for repairs and inspections as required by Vendor.

The warranty shall also include:

- a. Travel time and mileage to perform said warranty.

ADDED ALTERNATE BID

Added Alternate Bid is for the bidder to purchase a surplus 1998 950G wheel loader, 8010 hours with dirt bucket.

Bid Amounts: 50,000.00

**APPENDIX A
SPECIFICATIONS**

USED 966M WHEEL LOADER OR EQUIVALENT

These specifications are intended to provide bidders with minimum specifications required by the City of Ketchum. These specifications do not describe each and every part of the 966M Wheel Loader (or equivalent) necessary to provide a complete unit but address the minimum requirements necessary. All bidders shall conform to these requirements unless exceptions or deviations from the specifications have been noted in the bid submission. Substitutions to specified components may be made where items are deemed equivalent to that specified.

WHEEL LOADERS

BID SPECIFICATION FOR 966M OR EQUIVALENT

- Y N ___ Loader must have less than 2000 hours on the machine.
- Y N ___ Bid submitted for Ketchum's 1998 950G wheel loader.
- Y N ___ Cost of the loader must not exceed \$200,000, after alternate bid value is considered.

Compliant?

BASIC SPECIFICATIONS

- Y X N ___ Engine max gross power according to SAE J1995 shall be at least 311 hp (232 kW).
 - Y X N ___ Engine max net power according to SAE J1349 shall be at least 276 hp (206 kW).
 - Y X N ___ Machine operating weight shall be no less than 51,176 lb. (23,220 kg) with a 5.5 cubic yard (4.2 cubic meter) general-purpose bucket with bolt-on edges.
 - Y X N ___ Machine height to top of ROPS shall be 11' 8" (3559 mm).
 - Y X N ___ Machine height to top of hood shall be 9'3" (2818 mm).
 - Y X N ___ Ground clearance with 26.5R25 - L3 tires shall be 1' 7" (476 mm).
 - Y X N ___ Machine wheelbase shall be 11' 8" (3550 mm).
 - Y X N ___ B-Pin maximum lift shall be at least 13' 11" (4235 mm).
 - Y X N ___ Bucket capacity shall range from 3.25 - 12 cubic yards (2.5 - 9.2 cubic meters).
 - Y X N ___ Bucket design shall provide greater than or equal to 100% of rated material retention and have integrated spill guard installed at the factory.
 - Y X N ___ Loader shall have less than 2000 hours.
- ENGINE**
- Y X N ___ Engine shall be EPA Tier IV Final compliant.
 - Y X N ___ Emissions package shall be mounted on a platform bolted to the machine frame and allow access to the top of the engine.
 - Y X N ___ Engine electronic control modules and sensors shall be completely sealed against moisture and dust.
 - Y X N ___ Deutsche connectors and electrical wire braiding shall ensure that electrical connections resist corrosion and premature wear.
 - Y X N ___ Engine shall have displacement of 568 cubic inches (9.3 L).
 - Y X N ___ Engine max net power according to SAE J1349 shall be at least 276 hp (206 kW).
 - Y X N ___ Engine bore shall be 4.53" (115 mm) and stroke shall be 5.87" (149 mm).

- Y X N Engine max net torque at 1000 rpm shall be 1,126 ft-lb (1527 N-m).
- Y X N Automatic engine regeneration allowing either manual low speed regeneration cycle or high speed regeneration which will not disrupt work.
- Y X N Engine shall have four idle control settings to help maximize fuel efficiency: hibernate allows idle speed to drop after a preset time, work provides flexibility in working engine idle speeds, warm-up helps keep the engine from dropping below a set temperature in cold conditions, and low voltage mode prevents battery drain due to high electrical loads from attachments.
- Y X N Engine shall provide low rpm idle feature to conserve fuel.
- Y X N Engine shall have a 24-volt starting and charging system.
- Y X N Alternator shall be 145 amp.
- Y X N Machine shall have two maintenance free 1400 CCA batteries.
- Y X N A heavy-duty electric starter shall be standard.
- Y X N Cooling system shall be isolated from the engine compartment by a non-metallic shield.
- Y X N Engine air pre-cleaner shall remove 93% of particles from the air before reaching the primary filter.
- Y X N Variable speed fan shall draw air in from the rear of the machine and exhaust it out the sides and top of the hood.
- Y X N Engine shall be configured to provide constant net horsepower at full parasitic load.

POWERTRAIN/TRANSMISSION

- Y X N Machine shall have an electronic planetary powershift transmission.
- Y X N Machine shall have an Electronic Clutch Pressure Control to modulate clutch engagement individually to allow smoother speed and directional shifts.
- Y X N Machine shall have a variable shift control that allows the transmission to upshift at lower engine RPM's.
- Y X N Machine shall have four speeds forward with a maximum of 24.9 mph (40.8 km/h) and four speeds reverse with a maximum of 23.8 mph (39 km/h).
- Y X N Machine shall have an electronically controlled, variable on-demand speed fan.
- Y X N Speed shifting shall regulate engine speed during high-energy directional changes for smoother shifting and longer component life.
- Y X N Machine shall have manual differential locks standard from the factory for the front axle, with optional automatic differential locks for both front and rear axles.
- Y X N Lock up clutch torque converter shall be standard to maximize efficiency on load and carry operations

STEERING

- Y X N Electro hydraulic joystick steering system shall offer a low-effort hand-metering unit that directs power through the steering system only when needed. When not needed, more engine power is available for rim pull, breakout force, lift force and shall result in reduced fuel consumption.
- Y X N Electro hydraulic joystick steering system shall have 80 degrees of total movement that is 40 degrees either side of the center.
- Y X N Electro hydraulic joystick steering system shall be self-calibrating according to machine articulation angle. The movement and position of the joystick shall mirror the articulation angle of the machine.
- Y X N Electro hydraulic joystick steering system shall contain the forward/neutral/reverse finger switch and a thumb wheel used for up and down shifting.
- Y X N Electro hydraulic joystick steering system shall contain a force feedback motor that automatically adjusts the effort needed to tilt the ergonomic joystick based on ground speed.

BRAKES

- Y X N An integrated braking system shall reduce axle oil temperatures and improve transmission neutralizer smoothness.

HYDRAULIC SYSTEM

- Y X N Hydraulic pump output for the bucket/work tool system shall be 95 gal/min (360 L/min).
- Y X N Total hydraulic cycle time shall be no more than 10.3 seconds with rated payload.
- Y X N Machine shall feature load-sensing hydraulics to automatically adjust to operating conditions and provide only hydraulic flow required by the implement.
- Y X N Control of raise/lower and rack back/dump shall be able to be operated simultaneously.
- Y X N Electro hydraulic implement controls shall provide the operator with in-cab programmable kickouts to prevent material spillage.
- Y X N Optional joystick hydraulic implement control with third and fourth function in same joystick should be available

AXLES

- Y X N Machine shall have a fixed front axle that is rigidly mounted to the frame.
- Y X N Rear axle shall oscillate +/- 13° and follow the contour of the ground to allow the cab to stay steady.

OPERATOR'S STATION

- Y X N ___ The operator sound pressure level for a standard machine configuration shall be a maximum of 72 dB(A) with the cooling fan speed set at maximum value per ISO6396:2008.
- Y X N ___ Cab shall be attached to the frame with viscous mounts to reduce shock loads from the ground.
- Y X N ___ An integrated ladder with aggressive-tread steps shall keep debris buildup to a minimum.
- Y X N ___ Ladder shall be at a 15-degree incline for easy entry and exit.
- Y X N ___ Platforms shall be wide enough to allow ease of movement to the front or rear of the machine.
- Y X N ___ Front hinged cab door shall be able to be opened and closed by the operator while seated and shall feature sliding windows on both sides that can be opened incrementally with one hand operation.
- Y X N ___ Front hinged cab door shall open automatically with the assistance of a gas strut.
- Y X N ___ Pull type door handle shall be located on the lower right hand corner of the door for easy access when standing on the ground or first step of the ladder.
- Y X N ___ Full-length ladder shall be available on the right side to facilitate safe exit if needed.
- Y X N ___ Convex windshield shall help enhance visibility, increase cab space, decrease sound levels in the cab, and offer durability than flat glass.
- Y X N ___ Wet-arm wipers shall be on both front and back windows.
- Y X N ___ Cab roof shall have channels to direct rain off the corners of the cab to keep the windows clear.
- Y X N ___ Cab shall have an overhang on all sides to protect the operator from glare.
- Y X N ___ Window access platform shall extend along the front of the curved windshield for fast, safe, and more convenient cleaning access.
- Y X N ___ Non-slip step near the A pin and horizontal folding (along a vertical axis) external mirrors shall be added to help assist operators when stepping onto the window cleaning platform.
- Y X N ___ Standard rear vision camera shall be located in a pocket on the grill to protect it from damage and the elements and help monitor movement behind the loader.
- Y X N ___ A Multi-function 18 cm (7 in) color LCD touch-screen display for rear vision camera image display (reverse travel activated) and machine status, setting and health parameters should be standard
- Y X N ___ A second screen must be available as an option to display the rear view camera vision at all times if required.
- Y X N ___ Minimum of two rear hood mounted lights shall illuminate the area behind the machine in low light conditions.
- Y X N ___ One main control panel shall be located on the right ROPS post to keep everything in reach of the operator while maintaining visibility to the ground.
- Y X N ___ Main control panels shall retain large membrane style switches which contain LED's to denote activation/mode and have a positive feel and "click" to signal activation.
- Y X N ___ Climate control system shall automatically adjust the air temperature and fan speed to maintain the operator's preferred climate setting.
- Y X N ___ Seat shall have 6-way adjustments and shall feature automotive-style lumbar support.
- Y X N ___ Right and left armrests shall be mounted to the seat arms and have integrated controls that adjust for comfortable, convenient operation and must move with the seat.
- Y X N ___ Heated seat shall be available for comfort in cold conditions.
- Y X N ___ External 12" by 9" mirrors shall contain integrated spot mirrors and have optional heated and remotely adjustable functions.
- Y X N ___ Stop, tail, and turn signal lights shall mount in a pocket for extra protection and are LED style.
- Y X N ___ Cab shall contain three 12-volt outlets.
- Y X N ___ Right side of cab shall contain MP3 player jack, MP3 player/cell phone holder, and two cup holders.
- Y X N ___ A monitoring system shall be available for critical systems to alert the operator to potential need for service. Three levels of warning shall allow the operator to assess the situation more accurately.
- Y X N ___ The operator station shall be removable in 45 minutes and shall use quick disconnects so no wire need to be cut and no refrigerant is lost.
- Y X N ___ Cab shall have channels on the cab floor and no threshold at the door for easy cleaning.
- Y X N ___ A remote opening system should be available as an option so the operator can open the cab from the ground level.
- Y X N ___ A tie-off point should be available on the left side of the machine.

LOADER LINKAGE

- Y X N ___ Full 37 degree turn static tipping load with a 5.5 cubic yard (4.2 cubic meter) general-purpose bucket with bolt-on edges shall be no less than 32,329 lb. (14,668 kg) and will be fully compliant to ISO (2007) 14397-1 Section 1 thru 6, which requires 2% verification between calculations and testing.
- Y X N ___ Full 37 degree turn static tipping load with a 5.5 cubic yard (4.2 cubic meter) general-purpose bucket with bolt-on edges and rigid tires shall be no less than 34,873 lb. (15,822 kg) and will be fully compliant to ISO (2007) 14397-1 Sections 1 thru 5.
- Y X N ___ Breakout force shall be a minimum of 38,984 lb. (173 kN) with a 5.5 cubic yard (4.2 cubic meter) general-purpose bucket with bolt-on edges.
- Y X N ___ A high lift arrangement shall be available for special dump clearance needs.

- ~~Y~~ N ___ Linkage shall be a single-tilt Z-bar design.
- ~~Y~~ N ___ Rotary sensors for the tilt lever and lift circuit shall allow the operator to electronically set detent positions from the cab.

WORK TOOL OPTIONS

- ~~Y~~ N ___ A quick coupler (Balderson coupler) shall be available for ease of changing work tools without leaving the cab.
- ~~Y~~ N ___ A quick coupler shall be available from the OEM with no offset between linkage and tool so no performance is lost.

SERVICEABILITY

- ~~Y~~ N ___ Machine shall have well protected, easily visible sight gauges for transmission oil, hydraulic oil, and radiator coolant.
- ~~Y~~ N ___ A single mechanical lift cylinder with manual backup shall be standard to open the hood.
- ~~Y~~ N ___ If necessary, the entire hood shall be removable using the built-in lift points.
- ~~Y~~ N ___ With the hood closed, quick checks on engine oil and coolant sight gauges can be completed through the rear clamshell.
- ~~Y~~ N ___ Panels located behind the tires shall lift up and can be removed for additional access.
- ~~Y~~ N ___ Rooding fenders shall hinge from the rear and swing out, allowing easier access to the engine compartment.
- ~~Y~~ N ___ The clamshell hood shall provide access to the front and rear faces of the radiator and ATAAC cores for easy cleaning.
- ~~Y~~ N ___ A perforated and corrugated grill shall minimize debris buildup and shall swing out for easy cleaning and access to the cooling cores.
- ~~Y~~ N ___ Full width air conditioning condenser and oil cooler cores shall swing out to allow easy cleaning of the rear radiator face.
- ~~Y~~ N ___ Cab air filters shall be easily accessible from the exterior of the cab.
- ~~Y~~ N ___ Ecology drains for simple and clean fluid drainage shall be provided for the engine, transmission, and hydraulics.
- ~~Y~~ N ___ Brake wear indicators shall be standard for ease of inspection.
- ~~Y~~ N ___ Grease fittings shall be grouped on the right side of the machine in two locations: below the right-side service platform and just off the non-engine end frame.
- ~~Y~~ N ___ Transmission oil and hydraulic filters shall be located behind the hinged, right-side access platform. The hydraulic oil tank shall be drainable from this location.
- ~~Y~~ N ___ Auto lube shall be available to provide precise, automatic lubrication of pins and bushings.
- ~~Y~~ N ___ Maintenance free batteries, relay panel, jump start receptacle, and optional toolbox shall be located below the left-side access platform.
- ~~Y~~ N ___ Master shutdown switch shall be housed with the relay panel.
- ~~Y~~ N ___ Pressure taps for the steering and hydraulic systems, transmission (optional), and brakes shall be grouped behind an access panel just below the right-side service platform.

MINIMUM SERVICE FILL CAPACITIES

- ~~Y~~ N ___ Fuel tank shall hold at least 82.7 gal (313 L).
- ~~Y~~ N ___ Cooling system shall hold at least 18.9 gal (71.6 L).
- ~~Y~~ N ___ Crankcase shall hold at least 6.5 gal (24.5 L).
- ~~Y~~ N ___ Transmission shall hold at least 14.3 gal (54 L).
- ~~Y~~ N ___ Front and rear differentials and final drives shall each hold at least 15.1 gal (57 L).
- ~~Y~~ N ___ Hydraulic tank shall hold at least 33 gal (125 L).
- ~~Y~~ N ___ Diesel Exhaust Fluid (DEF) tank shall hold at least 4.4 gal (16.8 L).

OWNING AND OPERATING COSTS

- ~~Y~~ N ___ Recommended hydraulic filter change interval shall be 500 hours.
- ~~Y~~ N ___ Recommended transmission oil change interval shall be 2,000 hours.

ADDITIONAL FEATURES

- ~~Y~~ N ___ A payload measuring system shall be available as OEM factory-installed option. Sensors that are built into the lift arms should allow on-the-go weighing of material in the bucket, with results displayed in the cab monitor
- ~~Y~~ N ___ Aggregate Auto dig shall be available to automate the loading process by allowing operators to get consistently full payloads without touching the controls.
- ~~Y~~ N ___ Lighting packages shall be available for roading or low-light applications.
- ~~Y~~ N ___ High Intensity Discharge (HID) lights shall be available.
- ~~Y~~ N ___ Cylinder dampening shall slow the bucket as it reaches the limits of travel to prevent machine jarring.
- ~~Y~~ N ___ Ride control shall be available to reduce jolting and bouncing during load and carry operations, with a minimum of 2 accumulators.

Y N

Electronically controlled, automatic kickouts shall prevent the jerking and bouncing associated with abrupt cylinder stops.

Y N

A system shall be available to collect and track information on machine location, service meter hours, productivity information, and other relevant items.

Y N

A security system shall be available to help eliminate theft and unauthorized usage by requiring a uniquely coded key.



Meridian
 500 E Overland Rd Meridian, ID 83642
 208.888.2287

SALES AGREEMENT

AGREEMENT: Q00PST
 AGREEMENT DATE: 12/23/21
 AGREEMENT EXPIRES:
 WAREHOUSE:
 CUSTOMER NO.:
 CUSTOMER PO:

SOLD TO: City of Ketchum
 PO Box 2315
 Ketchum, Id. 83340

SHIP TO: Ketchum, Id. 83340

SALESMAN: Shane Johnson
EMAIL: shane.johnson@wseco.com
PHONE: 208-420-0025

ITEM DESCRIPTION	PRICE
TRADE MACHINE	-50,000.00
CAT 950G with Bucket	
4BS00275	
Hours 8010	

The Used Equipment is purchased "As Is" with no Warranty

<p>Notes</p> <p>Order Received by _____</p> <p>Title _____ Date _____</p>	<table border="0" style="width: 100%;"> <tr> <td style="width: 50%;">Before Tax Balance</td> <td style="width: 50%; text-align: right;">-50,000.00</td> </tr> <tr> <td>Sales Tax 0.00%</td> <td style="text-align: right;">0.00</td> </tr> <tr> <td colspan="2"><hr/></td> </tr> <tr> <td>Downpayment</td> <td></td> </tr> <tr> <td>Net Due</td> <td style="text-align: right;">-50,000.00</td> </tr> </table> <p>City of Ketchum</p> <p>Approved and Accepted by _____</p> <p>Title _____ Date _____</p>	Before Tax Balance	-50,000.00	Sales Tax 0.00%	0.00	<hr/>		Downpayment		Net Due	-50,000.00
Before Tax Balance	-50,000.00										
Sales Tax 0.00%	0.00										
<hr/>											
Downpayment											
Net Due	-50,000.00										



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 City Of Ketchum			OWNER PHONE	
OWNER ADDRESS, CITY and ZIP CODE PO Box 2315 Ketchum, ID 83340-2315				
EXTENDED WARRANTY COVERAGE Used Warranty - MS Used Warranty 12 months 500 hour Powertrain and Hydraulic. Travel and mileage covered during the warranty period.				
MODEL	PRODUCT DESCRIPTION	HOURLY METER	SERIAL NUMBER	DELIVERY DATE
966M	966M Wheel Loader	1,896	KJP00998	

IMPORTANT NOTE TO OWNER: Complete terms of Standard or Extended Coverage are set forth on this document. Please read all pages carefully before signing. **YOUR RIGHTS AND REMEDIES IN CONNECTION WITH STANDARD OR EXTENDED COVERAGE ARE 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:** _____

The owner and product identified above meet all requirements for the coverage requested and the applicable charge for extended coverage has been paid.

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 <input type="checkbox"/> COMMERCIAL <input type="checkbox"/> FORESTRY <input type="checkbox"/> WASTE <input type="checkbox"/> GOVERNMENTAL <input type="checkbox"/> AG	PURCHASER NAME	DATE MACHINE SOLD	DATES INSPECTION COMPLETED & APPROVED	
	ADDRESS (STREET, RR)	(CITY/TOWN)	(STATE)	(ZIP CODE)
	TRANSFER HOUR METER READING	SIGNATURE OF NEW BUYER	DEALER CONFIRMATION	

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 other products, 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 / 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, filters, 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: 1) 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.

EXTENDED REPAIR COVERAGE

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, subject 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: 1) HYDRAULIC/STEERING HOSES AND LINES. 2) HYDRAULIC QUICK-COUPPLERS 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 12-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: 1) 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 as 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. 10) 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	877-552-2287	Pendleton, OR	888-388-2287
Lewiston, ID	800-842-2225	Pasco, WA	800-633-2287
Meridian, ID	800-852-2287	Spokane, WA	800-541-1234
Pocatello, ID	800-832-2287	Hayden, ID	208-762-6600 (Not a toll free number)
Twin Falls, ID	800-258-1009		
Kalispell, MT	800-635-7794		
Missoula, MT	800-548-1512		
LaGrande, OR	800-963-3101		

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: 1) 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: 1) 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 THIS MACHINE SERVICE CONTRACT ARE GUARANTEED UNDER A SERVICE CONTRACT LIABILITY POLICY. SHOULD THE MACHINE SERVICE CONTRACT PROVIDER FAIL TO PAY OR PROVIDE SERVICE ON ANY CLAIM WITHIN 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 OBLIGATED 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 HOLDER OWNERS 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 INSURER: CATERPILLAR INSURANCE COMPANY 2120 WEST END AVE., NASHVILLE, TENNESSEE 37203 | 800 248-4228

EXCEPTION TO BID SPECIFICATIONS

The CAT 966M comes equipped with a CAT Fusion Quick Coupler. Western States Equipment will give a trade value of \$3,500.00 for the Fusion Coupler.

The bid calls for a Balderson Quick Coupler. The cost for the Balderson coupler is \$9774.00.

So net difference is \$6,274.00.

Thank you

Shane Johnson

Western States Equipment

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Western States Equipment Co

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
PO Box 38

6 City, state, and ZIP code
Boise, ID 83707-0038

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-				
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or

Employer identification number

8	2	-	0	4	0	3	5	4	2
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Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ *Heidi J. Allen* Date ▶ 01/04/2021

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.