



# Coeur d'Alene CITY COUNCIL MEETING

*November 7, 2023*

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**MEMBERS OF THE CITY COUNCIL:**

**Jim Hammond, Mayor**

**Council Members McEvers, English, Evans, Gookin, Miller, Wood**

**WELCOME**  
To a Regular Meeting of the  
**Coeur d'Alene City Council**  
Held in the Library Community Room at 6:00 P.M.

**AGENDA**

**VISION STATEMENT**

Our vision of Coeur d'Alene is of a beautiful, safe city that promotes a high quality of life and sound economy through excellence in government.

The purpose of the Agenda is to assist the Council and interested citizens in the conduct of the public meeting. Careful review of the Agenda is encouraged. Testimony from the public will be solicited for any item or issue listed under the category of Public Hearings. Any individual who wishes to address the Council on any other subject should plan to speak when **Item F - Public Comments** is identified by the Mayor. The Mayor and Council will not normally allow audience participation at any other time.

**November 7, 2023**

**A. CALL TO ORDER/ROLL CALL**

**B. INVOCATION:**

**C. PLEDGE OF ALLEGIANCE:**

**D. AMENDMENTS TO THE AGENDA:** Any items added less than forty-eight (48) hours prior to the meeting are added by Council motion at this time. [Action Item.](#)

**E. PRESENTATION:**

1. Leaf Fest Update

**Presented by Justin Kimberling, Streets and Engineering Assistant Director**

**F. PUBLIC COMMENTS:** (Each speaker will be allowed a maximum of 3 minutes to address the City Council on matters that relate to City government business. Please be advised that the City Council can only take official action this evening for those items listed on the agenda.)

**\*\*\*ITEMS BELOW ARE CONSIDERED TO BE ACTION ITEMS**

**G. ANNOUNCEMENTS:**

1. City Council
2. Mayor – Appointment of Melisa Carper-Bell to the Library Board; Richard A. Shaffer to the Historic Preservation Commission; Chris Meyer and Scott Hoskins to ignite cda; Charlotte Doutriaux; Chuck Ethridge; and Alesa Momerak to the Arts Commission; Stuart Wagner to the Parking Commission and Brandt Souvenir to the Pedestrian and Bicycle Advisory Committee.

**H. CONSENT CALENDAR:** Being considered routine by the City Council, these items will be enacted by one motion unless requested by a Councilmember that one or more items be removed for later discussion.

1. Approval of Council Minutes for the October 17, 2023, Council Meeting.
2. Approval of the General Services/Public Works Committee October 23, 2023, Meeting Minutes.
3. Setting of the General Services/Public Works Committee Meeting at Noon on November 13, 2023.
4. Approval of Bills as Submitted.
5. Setting of Public Hearings:
  - a. November 21, 2023: (Legislative) Approval of Capital Improvement Plans for Parks, Transportation, Police and Fire for a ten-year period, in support of updating the Development Impact Fees.
  - b. December 5, 2023: O-2-23 (Legislative) Adoption of amendments to Coeur d'Alene Municipal Code Title 14 (Development Impact Fee) and the setting of Development Impact Fees and Annexation Fees for the City of Coeur d'Alene to fund growth's share of these Plans.

**As Recommended by the City Clerk**

6. Approval of S-3-19- Atlas Waterfront 3<sup>rd</sup> Addition: Final Plat

**As Recommended by the City Engineer**

7. Approval of **Resolution No. 23-079** -

- a. Approval of the waiver of covered load regulations from November 13, 2023 through December 8, 2023 for the annual City Leaf Pick Up program.

**As Recommended by the Streets and Engineer Superintendent**

- b. Approval of a Letter of Agreement with Kootenai County for Public Transportation.

**As Recommended by the City Administrator**

- c. Approval of S-3-021- Measom Addition: Acceptance of Improvements, Maintenance/Warranty Agreement and Security

**As Recommended by the City Engineer**

- d. Approval of a Professional Services Agreement with J-U-B Engineers, Inc., in the amount of \$411,300.00, relating to the 2023/2024 Wastewater Collection System Capital Improvement Projects.

- e. Approval of a Contract with Western States Equipment, through the Sourcewell Cooperative Purchasing Program, to purchase a 2024 CAT Telehandler (Forklift), in the amount of \$159,023.11, for the Wastewater Department.

**As Recommended by General Services/Public Works Committee**

## **I. OTHER BUSINESS:**

1. **Resolution No. 23-080** - Approval of the Idaho Transportation Department State/Local Agreement for design of the Ramsey Road traffic signal upgrades and issue the initial payment of \$5,000.00.

**Staff Report by: Chris Bosley, City Engineer**

2. **Resolution No. 23-081** - Approval of a Governmental Equipment Lease-Purchase Agreement with Caterpillar Financial Services Corporation (CAT) for four (4) new 2023 small wheel loaders from Western States Equipment Company for the Streets & Engineering Department and Water Department through the Sourcewell Cooperative Purchasing Program.

**Staff Report by: Troy Tymesen, City Administrator**

**J. ADJOURN:**

# PRESENTATIONS



CITY OF COEUR D'ALENE  
LEAF PICK-UP  
BEGINS NOVEMBER 13, 2023



Streets & Engineering Team









## Street Sweeping












**Please rake leaves  
1 foot from the curb**

**Begin raking leaves  
into the street Nov. 1st.**



**Please don't  
Put bagged leaves in the street  
Put other debris in the street  
Miss the deadline!**

**Do NOT put leaves in the street after we  
have completed your neighborhood**



City of Coeur d'Alene - Leaf Pi x Leaf Fest x +

maps.cdaid.org/leaf/

**Leaf Fest** click on the areas in the map for more info

Find address or place

**Legend**

**Leaf Fest Schedule**

- Leaf Fest
- Completed
- Working On
- Working on Next

[WWW.CDAID.ORG](http://WWW.CDAID.ORG)  
(208) 769-2235

## City of Coeur d'Alene **LEAF-FEST** Begins November 13th

MONDAY, NOVEMBER 13th, 2023 marks the start of the City of Coeur d'Alene's annual leaf pick-up program. Please be sure to **KEEP** leaves on your property until **Wednesday, November 1st**. After Wednesday the 1st, please rake your leaves and pine needles about one foot away from the gutter/curb line to allow for water drainage. City crews and equipment are limited, so we need your help. Leaves will be picked up only once. Please do not put leaves in the street after city crews have completed your area and **do not** include bagged leaves, branches, debris or trash.

Pick-up will start south of Sherman Avenue and move north. We expect completion before December 1st. Follow our progress on [maps.cdaid.org/leaf](https://maps.cdaid.org/leaf)

### LEAF-FEST DO'S & DON'TS

#### DO:

- **KEEP** leaves and needles on property until **Wednesday, November 1st**.
- Please move cars off the street if at all possible during leaf pick-up.
- Keep the leaves about one foot away from the curb line to allow drainage.
- Be alert for leaf pick-up equipment traveling through your neighborhood.
- Keep a safe distance away from leaf pick-up heavy equipment.
- Recognize that we have a tough job to do in a very short window between when the leaves fall and when the snow flies.
- City and private trucks are exempted from covering loads during the leaf pick-up period. Sweepers will follow city trucks to collect remaining/excess leaves.

#### REMEMBER: Needles and Leaves **ONLY!** No branches, grass clippings or garden debris. **NO GARBAGE**

#### DO NOT:

- Place bagged leaves in the street.
- Mix branches, debris or other trash in with the leaves.
- Miss the deadline...We only have time for one pass.

If you have questions or need additional information, please check the website [streets.cdaid.org](https://streets.cdaid.org) or call the Street Maintenance Information Line at 208-769-2235



# ANNOUNCEMENTS

# Memo to Council

DATE: October 26, 2023

RE: Appointments to Boards/Commissions/Committees

The following appointments are presented for your consideration for the November 7, 2023, Council Meeting:

MELISA CARPER-BELL	Library Board (Appointment)
RICHARD A. SHAFFER	Historic Preservation Commission (Appointment)
CHRIS MEYER	ignite cda (Appointment)
SCOTT HOSKINS	ignite cda (Re-Appointment)
CHARLOTTE DOUTRIAUX	Arts Commission (Appointment)
CHUCK ETHRIDGE	Arts Commission (Appointment)
ALESA MOMERAK	Arts Commission (Re-Appointment)
STUART WAGNER	Parking Commission (Re-Appointment)
BRANDT SOUVENIR	Pedestrian and Bicycle Advisory Committee (Re-Appointment)

The data sheets have been placed by the inter-office mailboxes.

Sincerely,

Sherrie Badertscher  
Executive Assistant

cc: Renata McLeod, City Clerk  
Hilary Patterson, Liaison to the Historic Preservation Commission  
Michael Priest, Liaison to the Library Board of Trustees  
Tony Berns, Liaison to ignite cda Board  
Sherrie Badertscher, Liaison to the Arts Commission  
Stephanie Padilla, Liaison to the Parking Commission  
Monte McCully, Liaison to the Ped/Bike Committee

# CONSENT CALENDAR

MINUTES OF A REGULAR MEETING OF THE CITY  
COUNCIL OF THE CITY OF COEUR D'ALENE, IDAHO,  
HELD AT THE LIBRARY COMMUNITY ROOM

October 17, 2023

The Mayor and Council of the City of Coeur d'Alene met in a regular session of said Council at the Coeur d'Alene City Library Community Room on October 17, 2023, at 6:00 p.m., there being present the following members:

James Hammond, Mayor

Woody McEvers	) Members of Council Present
Dan Gookin	)
Dan English	)
Amy Evans	)
Christie Wood	)
Kiki Miller	) Member of Council Absent

**CALL TO ORDER:** Mayor Hammond called the meeting to order.

**PLEDGE OF ALLEGIANCE:** Councilmember English led the pledge of allegiance.

**PROCLAMATION:**

Mayor Hammond proclaimed October 2023 as Careers in Construction month. Dale Cargile, incoming 2024 President of the North Idaho Building Contractors Association, and Executive Officer Emily Bradley accepted the proclamation and thanked the City for recognizing the building industry. Mr. Cargile noted they were proud to receive the proclamation, and NIBCA had celebrated their 50<sup>th</sup> year as a non-profit advocating for education in the community in the home and building trades. He noted 70% of jobs in community were in the trades. Mayor Hammond said the building trades were an important part of the community and offered a great way of earning a living and provided a great life.

**PUBLIC COMMENTS:**

Casey Whalen, Coeur d'Alene, asked for a status update on the mandatory cultural diversity training program for police officers and sheriff's deputies facilitated by the Kootenai County Human Rights Task Force on Human Relations (Human Rights Task Force).

Councilmember Wood clarified that the Sheriff's Office had requested the Human Rights Task Force's assistance with finding a trainer for the cultural diversity training.

Diana Sheridan, Coeur d'Alene, requested agenda items which were an expenditure be further explained if they were budgeted items or new expenditures to be paid from the reserves. She asked if the roof replacement could have been avoided if regular maintenance had been done.

Justin O'Connell, Coeur d'Alene, made comments in regard to war, terrorism, books, and politics.

## **ANNOUNCEMENTS:**

Councilmember Wood said there was some confusion over the proposal for the new cell tower and asked staff to provide an update with future steps. Mr. Adam's said the project had been postponed in order to allow staff to hire an outside expert to perform a RF analysis of the towers and the related report would be presented to Council during a public hearing in January. He noted FCC rules stipulated that if the City did not take action within a certain period of time, the application would be deemed approved. Councilmember Gookin asked Mr. Adam's to explain how evidence may be received, with Mr. Adams explaining all evidence for the public hearing must come through the hearing process and Council would be required to disclose if they had a potential conflict and explain any evidence they may have received outside of the hearing process.

Mayor Hammond requested confirmation of the appointments of Student Representatives Adeline Smith (rep) and Henry DePew (alt) to the Arts Commission; Alex Pulsipher (rep) and Emma Sharon (alt) to the CDA-TV Committee; Emmy Hazard (rep) and Kenzie Thompson (alt) to the Childcare Commission; Ayla Frens (rep) and Lola Burns (alt) to the Library Board; Gabriel Heule (rep) to the Parking Commission; Grace Wickham (rep) and Tyler Voorhees (alt) to the Parks & Recreation Commission; Grayson Story (rep) and Alistair McIntire (alt) to the Pedestrian/Bicycle Advisory Committee; and Sage Pederson (rep) and Kiley Hart (alt) to the Urban Forestry Committee.

**MOTION:** Motion by Evans, seconded by McEvers, to appoint the following Student representatives: Adeline Smith (rep), Henry DePew (alt) to the Arts Commission; Alex Pulsipher (rep), Emma Sharon (alt) to the CDA-TV Committee; Emmy Hazard (rep), Kenzie Thompson (alt) to the Childcare Commission; Ayla Frens (rep), Lola Burns (alt) to the Library Board; Gabriel Heule (rep) to the Parking Commission; Grace Wickham (rep), Tyler Voorhees (alt) to the Parks & Recreation Commission; Grayson Story (rep), Alistair McIntire (alt) to the Pedestrian/Bicycle Advisory Committee; Sage Pederson (rep), Kiley Hart (alt) to the Urban Forestry Committee.

**Motion carried.**

## **CONSENT CALENDAR:**

1. Approval of Council Minutes for the September 25, 2023, and October 3, 2023, Council Meetings.
2. Approval of Minutes from the October 9, 2023, General Services/Public Works Committee.
3. Setting of the October 23, 2023 General Services/Public Works Committee.
4. Approval of Bills as Submitted.
5. Approval of Financial Report.
6. Approval of SS-23-04, Isom Addition: Final Plat
7. **RESOLUTION NO. 23-076** - A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING THE FOLLOWING: AGREEMENT FOR MAINTENANCE/ WARRANTY OF SUBDIVISION WORK, AND APPROVAL OF FINAL PLAT AND SECURITY WITH LAKESHORE ESTATES, LLC, FOR THE FOUNDRY (S-4-21); AGREEMENT WITH FILTRATION TECHNOLOGY, INC., FOR THE PURCHASE OF A MIOX CHLORINE GENERATOR, IN THE AMOUNT OF

\$101,075.00; PROFESSIONAL SERVICES AGREEMENT WITH FCS GROUP FOR THE PREPARATION OF THE 2023-24 WATER RATE STUDY FOR THE WATER DEPARTMENT, IN THE AMOUNT OF \$65,000.00; AND DECLARATION AS SURPLUS OF A 2004 CHEVROLET ASTRO VAN AND A 2010 FORD EXPLORER USED BY THE POLICE DEPARTMENT AND AUTHORIZATION OF THE SALE OF THE VEHICLES AT AUCTION.

**DISCUSSION:** Councilmember Gookin noted the items on the consent calendar had been approved during the budget process. Councilmember Evans mentioned most consent calendar items had been presented at a General Services/Public Works Committee meeting. Meetings were recorded, available to watch on the City's website and Facebook page, and she encouraged the public to review the discussions. Councilmember English noted the meetings contained a full presentation by staff on each item, and the Committee decided where to place the item on the Council agenda.

**MOTION:** Motion by McEvers, seconded by Evans, to approve the Consent Calendar as presented, including **Resolution No. 23-076**.

**ROLL CALL:** Wood Aye; McEvers Aye; Gookin Aye; Evans Aye; English Aye. **Motion carried.**

#### **RESOLUTION NO. 23-077**

A RESOLUTION OF THE CITY OF COEUR D'ALENE, IDAHO, DECLARING THAT AN EMERGENCY EXISTS SUCH THAT THE PUBLIC INTEREST AND NECESSITY DEMAND THE IMMEDIATE EXPENDITURE OF PUBLIC MONEY FOR WORK TO REPAIR THE DAMAGED ROOF, SKYLIGHT, AND MECHANICAL VENTS AT CITY HALL IN ORDER TO SAFEGUARD LIFE, HEALTH, AND PROPERTY, PURSUANT TO IDAHO CODE § 67-2808(1)(a)(iii); AND AUTHORIZING THE EXPENDITURE OF PUBLIC FUNDS WITHOUT COMPLIANCE WITH FORMAL BIDDING PROCEDURES.

**STAFF REPORT:** Building Maintenance Superintendent Adam Korytko said that at the completion of the 2017 City Hall remodel, the existing torch down roof was coated or recoated with an elastomeric coating. He said the coating was used to extend the life of the existing roof for 10+ years. However, the southwest parapet wall of the roof now had drainage issues resulting in ponding. He mentioned the ponding was due to improper slope/design of the roof crickets and the roof drain elevation. He said the standing water had permeated the elastomeric coating, caused severe failure along the southwest parapet wall, and the elastomeric coating had blistered and peeled down to the original roofing material. He mentioned maintenance had been performed two times a year. He noted he had contacted the contractor who had installed the elastomeric sealant, the contractor had volunteered to apply another coat of sealant, yet with the roof pooling it would not correct the drainage issue. He noted reapplication of the coating was impossible due to the excessive moisture and ponding. He said the recommendation was to apply a TPO membrane roof and new cricket system to correct the drainage issues and to protect the integrity of the building. He mentioned the project was originally planned to be budgeted 1-2 years out with the expectation that a temporary repair could be made, yet after discovering the severity of the damage and the lack of options to make repairs it was determined that a new roofing system should be installed. He said the roof at City Hall was a domed roof with a slight pitch that tapered to the perimeter

parapet walls where water was supposed to be routed and drained down through the roof scuppers. Currently, the building was protected by the original torch down roofing material that was coated with elastomeric sealant and given the layout and pitch of the roof, it was recommend that a 60-mil TPO welded membrane roofing system be installed with a ½” underlayment board. He said the system also included the reconstruction of drainage crickets surrounding the roof drains to prevent ponding and allow water to drain correctly. He noted the new system comes with a 20-year manufacturer warranty and 1-year warranty on labor. He said that Idaho Code § 67-2808(1)(a) provides, in part: “The governing board of a political subdivision may declare that an emergency exists and that the public interest and necessity demand the immediate expenditure of public money if: (iii) It is necessary to do emergency work to safeguard life, health, or property.” The Legal Department has determined that the circumstances fall within the exception for emergency work to safeguard the City’s property, and thus it is not necessary to follow the formal bid process. He said the project was not budgeted. Therefore, he requested the Council declare an emergency and approve \$94,727.00 from the General Fund as an emergency expense, for installation of a new TPO roofing system.

**DISCUSSION:** Councilmember Gookin asked if the roof had been a problem before the 2017 City Hall remodel, with Mr. Korytko responding he didn’t have that information, yet the current degradation of the elastomeric coating was due to ponding. Councilmember Gookin asked if the TPO membrane roof would resolve the issue and what funding would be used, with Mr. Korytko responding the TPO product and new cricket system would resolve the issues. Mr. Tymesen noted the General Fund’s Fund Balance would be the funding source for the roof replacement. Councilmember Gookin asked if insurance covered the repair, with Mr. Tymesen responding insurance did not cover the repair. Mr. Korytko said the original application had not been an appropriate material for the type of roof on City Hall; however, the proposed TPO product was warrantied for 20 years, and was a tried-and-true roofing system for City Hall’s roof design. Mayor Hammond noted the decision to not replace City Hall’s roof during the 2017 remodel was made due to the roof still having useful life left. He said the elastomeric coating applied in 2017 had extended the life of the existing roof for 5 additional years. Councilmember English noted it was prudent to repair the roof now.

**MOTION:** Motion by English, seconded by McEvers, to approve Resolution No. 23-077; Declaring an Emergency and approving the expenditure of \$94,727.00 from the general fund to install a new TPO roofing system at City Hall.

**ROLL CALL:** McEvers Aye; Gookin Aye; English Aye; Evans Aye; Wood Aye. **Motion carried.**

**LEGISLATIVE HEARING - PROPERTY EXCHANGE WITH COSTCO WHOLESALE CORPORATION. THE PROPERTY TO BE EXCHANGED IS DESCRIBED AS A PARCEL OF LAND 6,288 SQ. FT. IN SIZE, LOCATED ADJACENT TO THE COSTCO PROPERTY ON E. NEIDER AVENUE, WITH A VALUE OF \$30,000.00.**

**STAFF REPORT:** City Attorney Randy Adams said there was a small area, roughly triangular in shape, lying between the two entrances to the Costco Wholesale Corporation (Costco) parking lot on E. Neider Avenue. He said it was owned by the City, having been platted with the Carlsen Tracts in September 2003. He mentioned the property was used solely as a swale to collect stormwater from E. Neider Avenue and the Costco lot. He said Costco used the swale pursuant to a lease agreement with the City which was entered into on September 19, 2003, and had a term of twenty (20) years. He mentioned the parties originally contemplated an eventual exchange of property so that Costco would own the area. However, an exchange of real property for real property could not be accomplished because Costco could not obtain acceptable property to exchange. He said in 2022, Costco approached the City about acquiring ownership of the area as the lease was due to expire in September 2023. The City determined that Costco's acquisition of the area would assist it in the acquisition of the real property needed for the Police Department expansion. An appraisal was obtained by Costco in January 2023, and determined the value of the area to be \$30,000.00. He explained that pursuant to Idaho Code § 50-1402, when a city desires to exchange real property, Council must first declare the value or minimum price it intends to receive. He mentioned the City would maintain a perpetual easement for the stormwater swale on the property and Costco may move the swale with agreement of the City. The intent to exchange the property was published in the Coeur d'Alene Press. He noted an appraisal was not required, yet one had been obtained. He said the Council had declared the value or minimum price on the record, and that the City Clerk had published a summary of the action taken by Council. He requested Council approve the exchange of the fee interest in the property for a perpetual easement and \$30,000.00, and authorize the Mayor and the Clerk to sign the required documents consummating the exchange.

**DISCUSSION:** Councilmember Gookin asked if the property was considered wetlands, with Mr. Adams responding it may be, yet once it became Costco's property they would have to work through the state if they wanted to make any changes to the use of the property.

Mayor Hammond opened the public testimony portion of the hearing and hearing none, closed public testimony.

### **RESOLUTION NO. 23-078**

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING AN AGREEMENT WITH COSTCO WHOLESALE CORPORATION ("COSTCO") AUTHORIZING THE EXCHANGE OF A FEE INTEREST IN A PARCEL OF LAND OWNED BY THE CITY SIX THOUSAND TWO HUNDRED EIGHT-EIGHT (6,288) SQUARE FEET IN SIZE IN A PORTION OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, LOCATED SOUTH AND EAST OF, AND ABUTTING, LOT 1, BLOCK 1, CARLSEN TRACTS, IN THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AS MORE FULLY DESCRIBED IN THE EXHIBIT "A" HERETO, FOR A PERPETUAL EASEMENT IN SAID PARCEL GRANTED BY COSTCO IN FAVOR OF THE CITY TOGETHER WITH THE VALUE OF THE FEE INTEREST IN THE PARCEL IN THE AMOUNT OF THIRTY THOUSAND AND NO/100 DOLLARS (\$30,000.00).



**MOTION:** Motion by Gookin, seconded by English, to approve **Resolution No. 23-078;** approving a Land Exchange with Costco Wholesale Corporation, and Authorizing the Mayor to Sign the Purchase and Sale Agreement, and Easement.

**ROLL CALL:** McEvers Aye; Gookin Aye; English Aye; Wood Aye; Evans Aye. **Motion carried.**

**ADJOURNMENT:** Motion by McEvers, seconded by Evans, that there being no other business this meeting be adjourned. **Motion carried.**

The meeting adjourned at 6:43 p.m.

ATTEST:

\_\_\_\_\_  
James Hammond, Mayor

\_\_\_\_\_  
Sherrie L. Badertscher  
Executive Assistant

October 23, 2023  
**GENERAL SERVICES/PUBLIC WORKS COMMITTEE**  
**MINUTES**  
**12:00 p.m., Library Community Room**

**COMMITTEE MEMBERS**

Council Member Woody McEvers, Chairperson  
Council Member Kiki Miller  
Council Member Dan Gookin

**STAFF**

Juanita Knight, Senior Legal Assistant  
Randy Adams, City Attorney  
Troy Tymesen, City Administrator  
Chris Bosley, City Engineer  
Larry Parsons, Utility Project Manager

**Item 1.           Approval of the Idaho Transportation Department State/Local Agreement for design of the Ramsey Road traffic signal upgrades, and issue the initial payment of \$5,000.00.**  
**(Agenda)**

Chris Bosley, City Engineer, Streets & Engineering Department, requests the Council approve a State/Local Agreement for design of the Ramsey Road traffic signal upgrades and an initial payment of \$5,000.00. Mr. Bosley explained in his staff report that in September 2023, the City was awarded a \$1,235,158.00 grant to upgrade traffic signals on Ramsey Road and construct a new traffic signal at Wilbur Avenue. Upgrades will include detection, ADA improvements, and coordination between signals to improve traffic flow. The grant will be administered by the Local Highway Technical Assistance Council (LHTAC). With design occurring over the next year, construction is anticipated for the following year (2025). The City's estimated match requirement for the LHSIP grant is 7.34% of the projected \$1,333,000.00 total project cost, or \$97,842.00. A \$5,000.00 initial payment is required to begin this project and funding has been included in the Streets & Engineering's Capital Projects Fund.

Council Member Miller asked how long it's been in the plan to have a signal at Wilbur. Mr. Bosley said the City has been anticipating the need for a signal at Wilbur and it has been identified in the Impact Fee report. He said once Idaho Transportation Department (ITD) built the Wilbur connection, Government Way to I-95, it made sense as the corridor will have a lot more traffic on it.

Council Member Gookin believes the signal is needed because the developer is putting in homes and asked why the developer is not paying for the signal. Mr. Bosley said he discussed it with the developer, however, the developer argued that due to a traffic study they completed, the Impact Fees they've paid throughout the entire CDA Place development, other signals that they've installed, and the fact that the signal was called for in the Impact Fee Study, it was argued that they've paid for the signal all along.

Councilmember Gookin expressed concern that public money is being spent to pay for the signal instead of the developer and asked if the City has any control over it. Randy Adams, City Attorney, explained that it would be difficult to do as Wilbur is not within the CDA Place development and is serving a lot of other areas of the city and it is not just for the development.

Mr. Tymesen explained that when the Impact Fees were being looked at and the Comprehensive Plan was being done, it was identified that the Wilbur signal was needed so it was planned and paid for. He noted that some of the traffic comes from the east and migrates west, and the developer from the east didn't pay anything for that intersection. He said the City has known that the intersection would become a collector and has planned accordingly for it.

Councilmember Gookin referred to Section III, #9 of the agreement asking what 'cultural resources' refers to. Mr. Bosley said on ITD projects that use Federal funding they require archeological cultural resources investigations to make sure we are not disturbing anything that shouldn't be disturbed. However, for this project, that doesn't apply.

**MOTION: by Gookin, seconded by Miller, to recommend that Council approve the Idaho Transportation Department State/Local Agreement for design of the Ramsey Road traffic signal upgrades, and authorize the initial payment of \$5,000.00. Motion Carried.**

**Item 2. Approval of a Professional Services Agreement with J-U-B Engineers, Inc., in the amount of \$411,300.00, relating to the 2023/2024 Wastewater Collection System Capital Improvement Projects.**

**(Consent Resolution)**

Larry Parsons, Utility Project Manager, Wastewater Department, requests the Council approve an agreement with J-U-B Engineers, Inc., for professional engineering services for the 2023/2024 Wastewater Collection System Capital Improvement Projects for the amount of \$411,300.00. Mr. Parsons explained in his staff report that each year, the Wastewater Utility prioritizes and budgets for the replacement and/or rehabilitation of the City's aging sewer collection infrastructure. At the top of this year's list is an open trench project in the area of 19th Street and 20th Street, north of Coeur d'Alene Avenue. The project will replace an aging existing sewer line and up-size it from 6-inch to 8-inch. Also included will be waterline replacement and modifications in the same area, as well as paving and some stormwater work. Pursuant to Idaho Code § 67-2320, the WW Utility solicited firms for ongoing Professional Engineering Services through the request for qualifications process. J-U-B Engineers, Inc., was selected from the list of pre-approved providers. The WW Utility has determined that J-U-B will provide the best services based on qualifications and demonstrated competence. During FY 2023/2024, the Wastewater Utility budgeted \$850,000.00 for constructing the aforementioned CIP tasks. Since 2008, J-U-B has demonstrated its commitment and responsiveness to the City and has successfully performed similar tasks in a timely manner, under budget, and to the Wastewater Utility's satisfaction.

Councilmember Miller expressed concern that the City seems to repeatedly select the same engineer for these projects. She wants the City to get the best price they can and she said that only happens by talking to a number of qualified engineers, not repeatedly using the same engineer.

**MOTION: by Gookin, seconded by Miller, to recommend that Council approve a Professional Services Agreement with J-U-B Engineers, Inc., in the amount of \$411,300.00, relating to the 2023/2024 Wastewater Collection System Capital Improvement Projects. Motion Carried.**

**Item 3. Approval of a Contract with Western States Equipment, through the Sourcewell Cooperative Purchasing Program, to purchase a 2024 CAT Telehandler (Forklift), in the amount of \$159,023.11.**

**(Consent Resolution)**

Larry Parsons, Utility Project Manager, Wastewater Department, requests the Council approve the purchase of a new CAT Telehandler (forklift) through Sourcewell, a cooperative purchasing program approved by the City, and award a contract to Western States Equipment for the purchase in the amount of \$159,023.11. Mr. Parsons explained in his staff report that the Wastewater Department, in keeping with its regular equipment replacement schedule, identified the need to replace an aging Telehandler in the FY 2023-2024 Wastewater Operating Fund budget. This purchase will be made through Sourcewell, an approved cooperative purchasing program. Sourcewell meets the requirements of Idaho Code § 67-2807 as it obtains its prices through a competitive bidding process. The Legal Department has reviewed this proposed purchase and has concluded that it meets the requirements of State law and the City's purchasing policy. The Wastewater Department uses this type of forklift on a daily basis. It is the main mode of offloading and loading all types of chemical cargo, pumps, etc., used throughout the treatment plant. The new Telehandler will replace the old 2004 machine currently in use. Parts for the 2004 Telehandler are difficult to find and the machine has reached the end of its useful safe life. The Wastewater Department previously purchased a similar unit from Western States Equipment and is satisfied with its performance and reliability. Funding for this purchase is available within the Replacements Section of the approved 2023-2024 Wastewater Operating Fund budget. The quote (\$159,023.11) is lower than the amount budgeted (\$175,000.00) and, therefore the approval of this purchase will not increase the total Capital Outlay under the Wastewater Operating Budget.

**MOTION: by Miller, seconded by Gookin, to recommend that Council approve the purchase of a 2024 CAT Telehandler (Forklift) through the Sourcewell Cooperative Purchasing Program, and award a contract to Wester States Equipment for the purchase in the amount of \$159,023.11. Motion Carried.**

Recording of the meeting can be found at:

The meeting adjourned at 12:18 p.m.

Respectfully submitted,  
Juanita Knight  
Senior Legal Assistant  
Recording Secretary

DATE: NOVEMBER 7, 2023  
TO: MAYOR AND CITY COUNCIL  
FROM: PLANNING DEPARTMENT  
RE: SETTING OF PUBLIC HEARING DATES: NOVEMBER 21, 2023 AND  
DECEMBER 5, 2023

Mayor Hammond,

The Planning Department has forwarded the following items to the City Council for scheduling of public hearings. In keeping with state law and Council policy, the Council will set the date of the public hearing upon receipt of recommendation.

**November 21, 2023:**

REQUEST: Approval of Capital Improvement Plans for Parks, Transportation, Police and Fire for a ten-year period, in support of updating the Development Impact Fees.

**December 5, 2023:**

ITEM NO.: O-2-23

REQUEST: Adoption of amendments to Coeur d'Alene Municipal Code Title 14 (Development Impact Fee) and the setting of Development Impact Fees and Annexation Fees for the City of Coeur d'Alene to fund growth's share of these Plans.

## CITY COUNCIL STAFF REPORT

**DATE:** November 7, 2023  
**FROM:** Dennis J. Grant, Engineering Project Manager  
**SUBJECT:** **S-3-19, Atlas Waterfront Third Addition: Final Plat Approval**

---

### DECISION POINT

Staff is requesting the following:

Approval of the final plat document, a twenty (20) lot, three (3) tract commercial development.

### HISTORY

- a. Applicant: Scott Hoskins, Chairman of the Board  
Coeur d'Alene Urban Renewal Agency  
A/K/A Lake City Development Corporation  
105 N. 1<sup>st</sup> Street  
Coeur d'Alene, Idaho 83814
- b. Location: South of Seltice Way and North of Top Saw Lane.
- c. Previous Action:
  - 1. Final plat approval, Atlas Waterfront, November 20, 2018.
  - 2. Final plat approval, Atlas Waterfront 1<sup>st</sup> Addition, October 20, 2020.
  - 3. Final plat approval, Atlas Waterfront 2<sup>nd</sup> Addition, April 19, 2022.

### PERFORMANCE ANALYSIS

This commercial development is located in Lot 1, Block 7, Lot 1, Block 8 and Tract 5 of Atlas Waterfront 2<sup>nd</sup> Addition located in Gov't Lots 1 and 2 of Section 10, Township 50 North, Range 4 West in Coeur d'Alene. The Certificate of Occupancy will not be allowed until all infrastructure installation has been completed, and, the improvements accepted by the city.

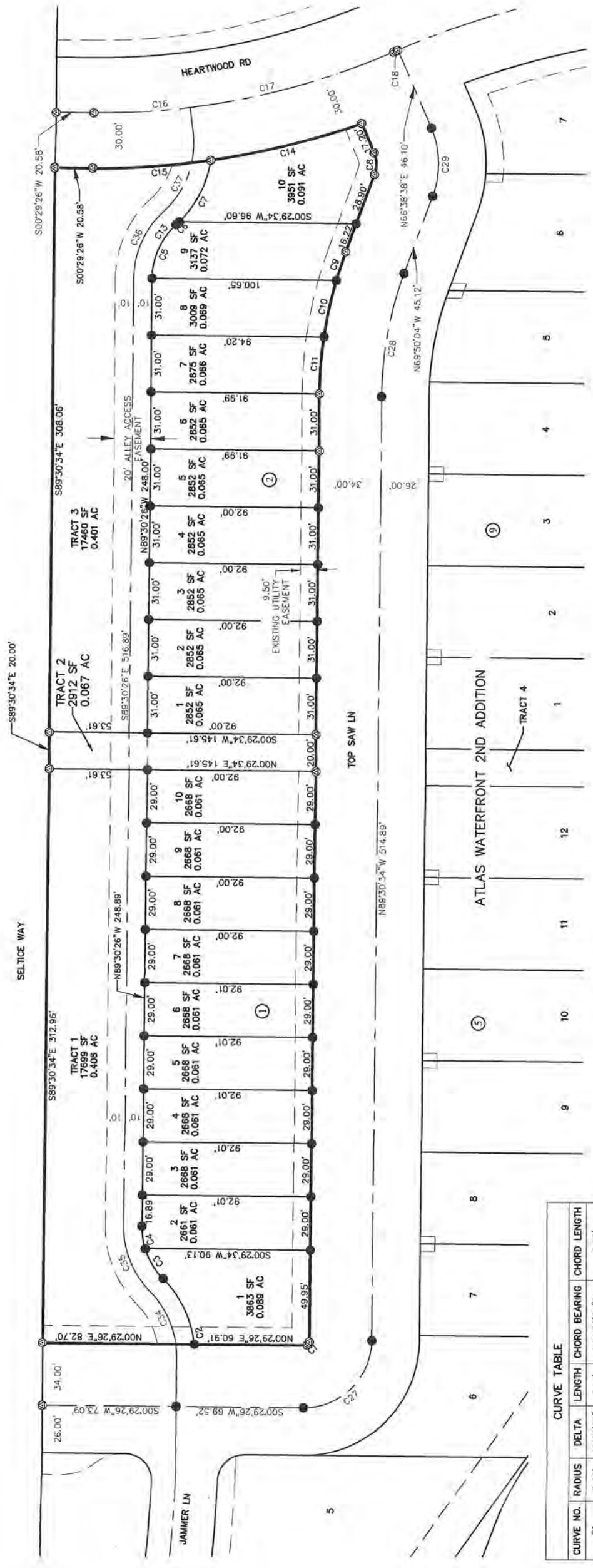
### DECISION POINT RECOMMENDATION

Approval of the final plat document.

# ATLAS WATERFRONT THIRD ADDITION

A REPLAT OF LOT 1, BLOCK 7, LOT 1, BLOCK 8 AND TRACT 5 OF ATLAS WATERFRONT 2ND ADDITION LOCATED IN GOV'T LOTS 1 AND 2 OF SECTION 10, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

INSTRUMENT NO. \_\_\_\_\_  
BOOK \_\_\_\_\_ PAGE \_\_\_\_\_



**CURVE TABLE**

CURVE NO.	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD LENGTH
C1	2.00'	90°00'00"	3.14'	N44°30'34"W	2.83'
C2	60.00'	38°36'31"	40.43'	S64°37'53"W	39.67'
C3	40.00'	27°32'31"	19.23'	S59°05'53"W	19.04'
C4	40.00'	17°37'26"	12.30'	S81°40'51"W	12.26'
C5	40.00'	46°58'44"	32.81'	S66°00'34"E	31.90'
C6	60.00'	2°23'40"	2.51'	S43°42'31"E	2.51'
C7	60.00'	36°42'37"	38.44'	S63°15'40"E	37.79'
C8	16.00'	43°31'17"	12.15'	S88°24'17"W	11.86'
C9	234.00'	4°02'31"	16.51'	N71°51'20"W	16.50'
C10	234.00'	7°45'32"	31.69'	N77°45'21"W	31.66'
C11	234.00'	7°36'55"	31.10'	N85°26'35"W	31.08'
C13	40.00'	46°58'44"	32.81'	S66°00'34"E	31.90'
C14	430.00'	11°19'24"	84.98'	S13°46'02"E	84.84'
C15	430.00'	8°35'47"	64.51'	S33°48'27"E	64.45'
C16	400.00'	7°31'45"	52.56'	S31°16'26"E	52.53'
C17	400.00'	16°58'49"	115.99'	S15°20'44"E	115.58'
C18	480.00'	0°17'47"	2.48'	N23°30'15"W	2.48'
C28	200.00'	19°40'30"	68.68'	N79°40'19"W	68.34'
C29	50.00'	43°31'17"	37.98'	S68°24'17"W	37.07'
C34	50.00'	45°08'49"	39.41'	N67°54'32"E	38.40'
C35	60.00'	45°09'57"	39.41'	S67°54'36"W	38.40'
C36	50.00'	46°58'44"	41.01'	N66°00'34"W	39.87'
C37	50.00'	55°14'09"	48.20'	S70°07'46"E	45.38'

**LEGEND**

- WILL SET 5/8" x 30" REBAR WITH CAP MARKED "WELCH-COMER PLS 12318" WITHIN ONE YEAR PER CITY OF COEUR D'ALENE CODE 16-45.050 & STATE OF IDAHO CODE 50-1532. EXTERIOR BOUNDARY MONUMENTS HAVE BEEN SET
- ⊙ FOUND 5/8" REBAR WITH CAP MARKED "PLS 12318"
- ① BLOCK NO.
- # LOT NO.

**BASIS OF BEARING**

GRID BEARING OF S89°11'44"E ALONG THE NORTH LINE OF NORTHWEST QUARTER OF SECTION 10. THE PROJECT IS ON IDAHO COORDINATE SYSTEM OF 1983, WEST ZONE.

**SURVEY NARRATIVE**

THE PURPOSE OF THIS SURVEY IS TO SUBDIVIDE THE PROPERTY INTO THE LOTS, BLOCKS AND TRACTS AS SHOWN. THE BOUNDARY LINES WERE ESTABLISHED BASED ON THE ORIGINAL ATLAS WATERFRONT FIRST AND SECOND ADDITION PLATS.

**NOTES:**

1. THE CENTERLINE MONUMENTS WERE NOT SET AS PART OF ATLAS SECOND ADDITION BECAUSE THE ROAD HAS NOT BEEN BUILT. THE MONUMENTS WILL BE SET AS PART OF THIS PLAT

**PLAT REFERENCES:**

- P1) PLAT OF ATLAS WATERFRONT FIRST ADDITION RECORDED IN BOOK L OF PLATS, PAGES 519-519I
- P2) PLAT OF ATLAS WATERFRONT SECOND ADDITION RECORDED IN BOOK L OF PLATS, PAGES 708-708K

PROFESSIONAL LAND SURVEYOR  
12318  
**Preliminary**  
10/31/2023 2:43:30 PM  
DAWA



PROJECT NO.: 41892.01  
DESIGNED BY: WJC  
DRAWN BY: WJC  
CHECKED BY: WJC  
NAME: 41892PLAT-PHS.DWG  
DATE: JULY, 2023  
SCALE: 1" = 40'  
SHEET NO.: 1

**WELCH-COMER ENGINEERS & SURVEYORS**  
208-664-6862  
330 E. Lakeside Ave. Suite 101  
Coeur d'Alene, ID 83814  
(cell) 977-615-5872  
(fax) 208-664-5946

ATLAS WATERFRONT  
THIRD ADDITION

IN GOV'T LOTS 1 AND 2 SECTION 10  
OF 2 SECTION 10, T 50 N, R 4 W, B M  
COEUR D'ALENE, KOOTENAI CO., ID

**1 OF 3**

# ATLAS WATERFRONT THIRD ADDITION

A REPLAT OF LOT 1, BLOCK 7, LOT 1, BLOCK 8 AND TRACT 5 OF ATLAS WATERFRONT 2ND ADDITION LOCATED IN  
GOV'T LOTS 1 AND 2 OF SECTION 10, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN,  
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

INSTRUMENT No. \_\_\_\_\_  
BOOK \_\_\_\_\_ PAGE \_\_\_\_\_

## OWNER'S CERTIFICATE AND DEDICATION

THIS IS TO CERTIFY THAT THE COEUR D'ALENE URBAN RENEWAL AGENCY A/K/A LAKE CITY DEVELOPMENT CORPORATION AND COEUR D'ALENE URBAN RENEWAL AGENCY DBA IGNITE CDA IS THE RECORD OWNERS OF THE REAL PROPERTY DESCRIBED ON THIS CERTIFICATION. HAVE CAUSED THE SAME TO BE SURVEYED AND COMBINED IN TO THE LOTS HEREIN PLATTED TO BE KNOWN AS ATLAS WATERFRONT, THIRD ADDITION BEING A PORTION OF GOVERNMENT LOTS 1 AND 2 OF SECTION 10, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO DESCRIBED AS FOLLOWS:

LOT 1, BLOCK 7; LOT 1, BLOCK 8; AND TRACT 5; ALL IN ATLAS WATERFRONT SECOND ADDITION RECORDED IN BOOK L OF PLATS, PAGE 706, RECORDS OF KOOTENAI COUNTY, IDAHO.

**THE OWNER FURTHER CERTIFIES:**

TRACT 1 SHALL BE UTILIZED FOR PEDESTRIAN ACCESS AND WILL BE OWNED AND MAINTAINED BY THE ATLAS WATERFRONT ASSOCIATION, INC. HOMEOWNERS ASSOCIATION.

TRACTS 2 AND 3 ARE OPEN SPACE TRACTS AND WILL BE OWNED BY THE CURRENT OWNERSHIP UNTIL TRANSFERRED TO THE FUTURE PROJECT OWNER.

THE 20' ALLEY EASEMENT IS A PRIVATE ACCESS EASEMENT AND IF FOR THE USE BY THE OWNERS OF THE LOTS WITHIN THE SUBDIVISION.

SEWER SERVICE IS PROVIDED BY THE CITY OF COEUR D'ALENE.

WATER SERVICE IS PROVIDED BY THE CITY OF COEUR D'ALENE.

PLAT IS SUBJECT TO MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR ATLAS WATERFRONT RECORDED AS INSTRUMENT NUMBER 2612179000, RECORDS OF KOOTENAI COUNTY, IDAHO.

SCOTT HOSKINS, CHAIRMAN OF THE BOARD,  
COEUR D'ALENE URBAN RENEWAL AGENCY  
A/K/A LAKE CITY DEVELOPMENT CORPORATION

SCOTT HOSKINS, CHAIRMAN OF THE BOARD,  
COEUR D'ALENE URBAN RENEWAL AGENCY  
DBA IGNITE CDA

## ACKNOWLEDGEMENT

STATE OF IDAHO ) S.S.  
COUNTY OF KOOTENAI )

ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, IN THE YEAR OF 2023, BEFORE ME \_\_\_\_\_, A NOTARY PUBLIC,  
PERSONALLY APPEARED SCOTT HOSKINS, KNOWN TO ME TO BE THE CHAIRMAN OF THE BOARD OF COEUR D'ALENE URBAN RENEWAL AGENCY A/K/A LAKE CITY DEVELOPMENT CORPORATION, AND WHO EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED THAT HE VOLUNTARILY EXECUTED THE SAME, AND THAT HE DULY AUTHORIZED THIS INSTRUMENT ON BEHALF OF COEUR D'ALENE URBAN RENEWAL AGENCY A/K/A LAKE CITY DEVELOPMENT CORPORATION.

NOTARY PUBLIC \_\_\_\_\_  
RESIDING AT: \_\_\_\_\_  
MY COMMISSION EXPIRES ON: \_\_\_\_\_

## ACKNOWLEDGEMENT

STATE OF IDAHO ) S.S.  
COUNTY OF KOOTENAI )

ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, IN THE YEAR OF 2023, BEFORE ME \_\_\_\_\_, A NOTARY PUBLIC,  
PERSONALLY APPEARED SCOTT HOSKINS, KNOWN TO ME TO BE THE CHAIRMAN OF THE BOARD OF COEUR D'ALENE URBAN RENEWAL AGENCY DBA IGNITE CDA, AND WHO EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED THAT HE VOLUNTARILY EXECUTED THE SAME, AND THAT HE DULY AUTHORIZED THIS INSTRUMENT ON BEHALF OF COEUR D'ALENE URBAN RENEWAL AGENCY DBA IGNITE CDA

NOTARY PUBLIC \_\_\_\_\_  
RESIDING AT: \_\_\_\_\_  
MY COMMISSION EXPIRES ON: \_\_\_\_\_



Preliminary

10/31/2023 2:43:38 PM

**WELCH-COMER**  
ENGINEERS & SURVEYORS

www.welchcomer.com  
300 E. Lakeside Ave, Suite 101  
Coeur d'Alene, ID 83814

206-864-9382  
(toll free) 877-315-5672  
(fax) 206-864-5946

ATLAS WATERFRONT  
THIRD ADDITION

IN GOV'T LOTS 1 AND 2 SECTION 10  
OF 2 SECTION 10, T 50 N, R 4 W, B M  
COEUR D'ALENE, KOOTENAI CO., ID

PROJECT NO.: 41892-03  
DESIGNED BY: JML  
DRAWN BY: JML  
CHECKED BY: JML  
NAME: 41892PLAT-TH3.DWG  
DATE: JULY 2023  
SCALE: 1" = 40'  
SHEET NO: \_\_\_\_\_



# ATLAS WATERFRONT THIRD ADDITION

A REPLAT OF LOT 1, BLOCK 7, LOT 1, BLOCK 8 AND TRACT 5 OF ATLAS WATERFRONT 2ND ADDITION LOCATED IN GOV'T LOTS 1 AND 2 OF SECTION 10, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

INSTRUMENT NO. \_\_\_\_\_  
BOOK \_\_\_\_\_ PAGE \_\_\_\_\_

## CITY COUNCIL APPROVAL

THIS PLAT IS HEREBY ACCEPTED AND APPROVED BY CITY COUNCIL OF COEUR D'ALENE, IDAHO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

COEUR D'ALENE CITY CLERK \_\_\_\_\_

## CITY ENGINEER'S CERTIFICATE

I HEREBY ATTEST THAT THE CITY OF COEUR D'ALENE'S REQUIREMENTS FOR PUBLIC UTILITIES AND ROADWAYS HAVE BEEN MET.  
DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

CITY ENGINEER \_\_\_\_\_

## COUNTY TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT THE TAXES DUE FOR THE PROPERTY DESCRIBED IN THE OWNERS CERTIFICATE AND DEDICATION HAVE BEEN PAID THROUGH \_\_\_\_\_  
DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

KOOTENAI COUNTY TREASURER \_\_\_\_\_

## COUNTY SURVEYOR'S CERTIFICATE

I HAVE EXAMINED AND CHECKED THIS PLAT, AND THE COMPUTATIONS OF SAID PLAT, AND HAVE DETERMINED THAT THE REQUIREMENTS OF THE IDAHO STATE CODE PERTAINING TO PLATS AND SURVEYS HAVE BEEN MET AND SATISFIED.  
DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.



## COUNTY RECORDER'S CERTIFICATE

THIS PLAT HAS BEEN FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF KOOTENAI COUNTY, IDAHO. AT THE REQUEST OF CITY OF COEUR D'ALENE URBAN RENEWAL AGENCY AKA LAKE CITY DEVELOPMENT CORPORATION AND COEUR D'ALENE URBAN RENEWAL AGENCY DBA IGNITE CDA

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, AT \_\_\_\_\_ O'CLOCK

\_\_\_\_\_, M., AND WAS DULY RECORDED IN PLAT BOOK \_\_\_\_\_, PAGES \_\_\_\_\_

INSTRUMENT NO. \_\_\_\_\_

KOOTENAI COUNTY CLERK \_\_\_\_\_

FEE \$ \_\_\_\_\_

## PANHANDLE HEALTH DISTRICT CERTIFICATE

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13 HAVE BEEN SATISFIED BASED ON A REVIEW BY A QUALIFIED LICENSED PROFESSIONAL ENGINEER (QIPE) REPRESENTING CITY OF COEUR D'ALENE AND THE QIPE APPROVAL OF THE DESIGN PLANS AND SPECIFICATIONS AND THE CONDITIONS IMPOSED ON THE DEVELOPER FOR CONTINUED SATISFACTION OF THE SANITARY RESTRICTIONS. BUYER IS CAUTIONED THAT AT THE TIME OF THIS APPROVAL, NO DRINKING WATER EXTENSIONS WERE CONSTRUCTED. BUILDING CONSTRUCTION CAN BE ALLOWED WITH APPROPRIATE BUILDING PERMITS IF DRINKING WATER EXTENSIONS HAVE SINCE BEEN CONSTRUCTED OR IF THE DEVELOPER IS SIMULTANEOUSLY CONSTRUCTING THOSE FACILITIES. IF THE DEVELOPER WANTS TO CONSTRUCT DRINKING WATER FACILITIES, THEN SANITARY RESTRICTIONS MAY BE RE-IMPOSED, IN ACCORDANCE WITH SECTION 50-1132C, IDAHO CODE, UPON THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL, AND NO CONSTRUCTION OF ANY BUILDING OR SHELTER REQUIRING DRINKING WATER SHALL BE ALLOWED.

DATE: \_\_\_\_\_ HEALTH DISTRICT SIGNATURE: \_\_\_\_\_

## SURVEYORS CERTIFICATE

I, MICHAEL LYNN HATHAWAY, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, LICENSE NUMBER 12318, DO HEREBY CERTIFY THAT THIS PLAT WAS MADE BY ME OR UNDER MY DIRECTION AND THAT IT IS IN CONFORMANCE WITH STATE OF IDAHO CODES.



# Preliminary

MICHAEL LYNN HATHAWAY, PLS 12318

**WELCH-COMER ENGINEERS & SURVEYORS**  
 330 E. Lakeside Ave., Suite 101  
 Coeur d'Alene, ID 83814  
 (208) 664-9382  
 (208) 664-9382  
 (208) 208-984-9848

ATLAS WATERFRONT  
THIRD ADDITION

IN GOV'T LOTS 1 AND 2 SECTION 10  
OF 2 SECTION 10, T 50 N, R 4 W, B M  
COEUR D'ALENE, KOOTENAI CO., ID

PROJECT NO.: 41992.03  
 DESIGNED BY: MLH  
 DRAWN BY: MLH  
 CHECKED BY: MLH  
 NAME: 41992PLAT-PH3.DWG  
 DATE: JULY, 2023  
 SCALE: 1" = 40'  
 SHEET NO.: 3 OF 3

RESOLUTION NO. 23-079

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING THE FOLLOWING: WAIVER OF COVERED LOAD REGULATIONS FROM NOVEMBER 13, 2023, THROUGH DECEMBER 8, 2023, FOR THE ANNUAL CITY LEAF PICK-UP PROGRAM; LETTER OF AGREEMENT WITH KOOTENAI COUNTY FOR THE PUBLIC TRANSIT SYSTEM; AGREEMENT FOR MAINTENANCE/WARRANTY OF SUBDIVISION WORK AND SECURITY, AND ACCEPTANCE OF INSTALLED PUBLIC INFRASTRUCTURE IMPROVEMENTS FOR MEASOM ADDITION (S-3-21); PROFESSIONAL SERVICES AGREEMENT WITH J-U-B ENGINEERS, INC., IN THE AMOUNT OF \$411,300.00 FOR THE 2023-2024 WASTEWATER COLLECTION SYSTEM CAPITAL IMPROVEMENTS PROJECTS; AND CONTRACT WITH WESTERN STATES EQUIPMENT IN THE AMOUNT OF \$159,023.11 FOR THE PURCHASE OF A CAT TELEHANDLER FOR THE WASTEWATER DEPARTMENT.

WHEREAS, it has been recommended that the City of Coeur d'Alene enter into the agreements and other action listed below, pursuant to the terms and conditions set forth in the agreements and other action documents attached hereto as Exhibits "A" through "E" and by reference made a part hereof as summarized as follows:

- A) Waiver of Covered Load regulations from November 13, 2023, through December 8, 2023, for the Annual City Leaf Pick-up program;
- B) Letter of Agreement with Kootenai County for Public Transit System;
- C) Agreement for Maintenance/Warranty of Subdivision Work and Security, and Acceptance of Installed Public Infrastructure Improvements for Measom Addition (S-3-21);
- D) Professional Services Agreement with J-U-B Engineers, Inc., in the amount of \$411,300.00 for the 2023/24 Wastewater Collection System Capital Improvement Projects;
- E) Contract with Western States Equipment in the amount of \$159,023.11 for the purchase a CAT Telehandler (forklift) for the Wastewater Department through the Sourcewell Cooperative Purchasing Program;

AND,

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof to enter into such agreements or other actions;

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d’Alene that the City enter into the agreements and take the other action for the subject matter, as set forth in substantially the form attached hereto as Exhibits “A” through “E” and incorporated herein by reference, with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreements and the other action, so long as the substantive provisions of the agreements and the other action remain intact.

BE IT FURTHER RESOLVED that the Mayor and City Clerk be and they are hereby authorized to execute such agreements or other documents as may be required on behalf of the City.

DATED this 7<sup>th</sup> day of November, 2023.

\_\_\_\_\_  
James Hammond, Mayor

ATTEST:

\_\_\_\_\_  
Renata McLeod, City Clerk

Motion by \_\_\_\_\_, Seconded by \_\_\_\_\_, to adopt the foregoing resolution.

ROLL CALL:

COUNCIL MEMBER EVANS	Voted
COUNCIL MEMBER MILLER	Voted
COUNCIL MEMBER GOOKIN	Voted
COUNCIL MEMBER ENGLISH	Voted
COUNCIL MEMBER MCEVERS	Voted
COUNCIL MEMBER WOOD	Voted

\_\_\_\_\_ was absent. Motion \_\_\_\_\_.



## City of Coeur d'Alene - Leaf Fest Begins Monday, November 13<sup>th</sup>

Monday, November 13<sup>th</sup>, marks the start of the CITY OF COEUR D ALENE annual leaf pick-up program. **Please be sure to keep leaves on your property until Friday, November 10<sup>th</sup>, 2023.** Please rake your leaves and pine needles about one foot away from the gutter/curb line to allow for water drainage. City crews and equipment are limited, so we need your help. Leaves will be picked up only once. Please do not put leaves in the street after city crews have completed your area and **do not** include bagged leaves, branches, debris, or trash.

Due to weather conditions, equipment, and unforeseen circumstances, City crews are unable provide a precise schedule of where leaf pick-up will take place. Pick-up will start south of Sherman Avenue and move north. Completion is expected by Friday, December 8<sup>th</sup>, 2023.

### Leaf-fest 2023 Tips

#### Do:

- Keep leaves/needles on your property until Friday, November 10<sup>th</sup>
- Please move cars off of the street, if at all possible, during leaf pick-up
- Keep the leaves about one-foot off the curb line to facilitate storm water flow
- Be alert for leaf pick-up equipment traveling through your neighborhood
- Keep a safe distance away from leaf pick-up heavy equipment
- Recognize that we have a tough job to do in a very short window between when the leaves fall and when the snow flies
- Understand that city and private trucks are exempted from covering loads during the leaf pick-up period. Sweepers will follow city trucks to collect remaining/excess leaves

#### Do NOT:

- Place bagged leaves in street
- Mix branches, rubble or other refuse in with the leaves
- Miss the deadline... we only have time for one pass!

If you have questions or need additional information, please check the website [www.cdaid.org/leafpickup](http://www.cdaid.org/leafpickup) or call the Street Maintenance Information line 208.769.2233.

Follow our leaf pickup progress on-line at: <https://maps.cdaid.org/leaf/>

**CITY COUNCIL  
STAFF REPORT**

**DATE:** November 7, 2023

**FROM:** Troy Tymesen, City Administrator

**SUBJECT:** Fiscal 2023-2024 Public Transit Funding Letter of Agreement

---

**DECISION POINT:** To approve the one-year agreement and funding for the City's portion of the public transportation within the urbanized area of Kootenai County, also called the Kootenai County Transit System.

**HISTORY:** The 2000 census designated the cities of Coeur d'Alene, Post Falls, Hayden, Huetter and Dalton Gardens, as an urbanized area within Kootenai County. The Kootenai County Transit System encompasses Citylink Fixed Route service, Kootenai Health - Transportation/Paratransit service, and Kootenai County - Citylink Paratransit (currently operated by MV Transportation). Transit Service in the urban area is a cooperative effort between Kootenai County, the Coeur d'Alene Tribe, Kootenai Health, the Cities of Hayden, Dalton Gardens, Coeur d'Alene, Huetter, and Post Falls, Kootenai Metropolitan Planning Organization, and Post Falls Highway District. The Federal Transit Administration considers this cooperative transit operation quite unique compared to other transit agencies across the country. The legislative board for the transit system is the Kootenai County Board of Commissioners. All public transit service is provided free to the public thanks to the generous funding partners. This item is approved within the fiscal year 2023-24, appropriations Ordinance.

**FINANCIAL ANALYSIS:** The City is being asked to fund \$101,260. The proposed expenditure is included in the current financial plan, General Ledger # 001-018-4311-4810. The City's portion is based on its population within the urbanized area. This money is being used as a match for funds from the Federal Transit Administration (FTA) funds. Funding covers operations, maintenance, vehicle procurements, and administration of the system.

**PERFORMANCE ANALYSIS:** The City also provides the service of the Specialized Needs Recreation Van that was acquired with grant funds. Citylink also provides fixed route and paratransit service in the rural southern part of the county. Kootenai Health provides paratransit service for medical trips. Kootenai County contracts a private transit service contractor to provide service under the Americans with Disabilities Act (ADA). This service provides door to door service for qualified disabled individuals; service start-up was August of 2011 and it still used today.

**DECISION POINT:** To approve the one-year Letter of Agreement and funding for the City's portion of the public transportation within the urbanized area of Kootenai County, also called the Kootenai County Transit System.

# Kootenai County Public Transportation

## PUBLIC TRANSPORTATION LETTER OF AGREEMENT

THIS AGREEMENT is entered into between the County of Kootenai, hereinafter “COUNTY” and the City of Coeur d’Alene, hereinafter “CITY”, and shall be effective on 1 October 2023 after all parties have affixed their signatures to this Agreement.

WHEREAS, the Urbanized Area Formula Funding program (49 U.S.C. 5307) makes federal resources available to Kootenai County;

WHEREAS, federal funds under a Federal Transit Administration (FTA) grant are available to provide public transportation services; and

WHEREAS, the COUNTY is a direct recipient of Federal Transit Administration (FTA) 5307 funds; and

WHEREAS, having access to public transportation is a benefit to the citizens within the Urbanized Area; and

WHEREAS, municipalities within the urbanized area are authorized to participate in the funding of public transportation;

NOW THEREFORE, It is agreed as follows:

1. The COUNTY is the legal authority to receive and dispense federal funds for planning, engineering, design and evaluation of transit projects and other technical transportation-related studies; capital investments in bus and bus-related activities such as replacement, overhaul and rebuilding of buses, crime prevention and security equipment and construction of maintenance and passenger facilities; and capital investments in rolling stock, overhaul and rebuilding of vehicles, communications, and computer hardware and software. In addition, the COUNTY may receive and dispense federal funds for associated transit improvements, certain expenses associated with mobility management programs, all preventive maintenance, and some Americans with Disabilities Act complementary paratransit service costs.
2. The CITY agrees to provide funding in the amount of \$101,260 (One Hundred One Thousand, Two Hundred and Sixty Dollars) as part of the match that is required for USDOT/FTA grants for the fiscal year beginning on 1 October 2023 and ending on 30 September 2024. The CITY further agrees to provide one-half of said funding on or before the 29<sup>th</sup> day of February 2024, with the balance due no later than the 31<sup>st</sup> day of July 2024.

# Kootenai County Public Transportation

IN WITNESS WHEREOF, the parties hereto have affixed the signature of their duly authorized official.

\_\_\_\_\_  
Leslie Duncan, Chair  
Kootenai County Commissioners

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Jennifer Locke, County Clerk

\_\_\_\_\_  
James Hammond, Mayor  
City of Coeur d'Alene, Idaho

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Renata McLeod, City Clerk

**CITY COUNCIL  
STAFF REPORT**

**DATE:** November 7, 2023  
**FROM:** Dennis J. Grant, Engineering Project Manager  
**SUBJECT:** **Measom Addition: Acceptance of Improvements, Maintenance/Warranty Agreement and Security Approval**

---

**DECISION POINT**

Staff is requesting the following:

1. Acceptance of the installed public infrastructure improvements.
2. Approval of the Maintenance/Warranty Agreement and Security.

**HISTORY**

- a. Applicant: E. Allan Measom, Member  
Measom Holdings LLC  
7507 Ciano Lane  
Houston, TX 77055-6678
- b. Location: Southeast corner of 8<sup>th</sup> Street and Lakeside Avenue.
- c. Previous Action:
  1. Final Plat Approval, Measom Addition – November 16, 2021.

**FINANCIAL ANALYSIS**

The developer is installing the required warranty bond (10%) to cover any maintenance issues that may arise during the one (1) year warranty period that will commence upon this approval, and terminate, on November 7, 2024. The amount of the security provided is \$625.00.

**PERFORMANCE ANALYSIS**

The developer has installed all required public infrastructure. The responsible City departments have approved the installations and found them ready to accept. Acceptance of the installed improvements will allow Certificate of Occupancy issuance upon completion. The City maintenance would be required to start after the one (1) year warranty period expires on November 7, 2024.

**DECISION POINT RECOMMENDATION**

1. Accept the installed public infrastructure improvements.
2. Approve the Maintenance/Warranty Agreement and accompanying Security.



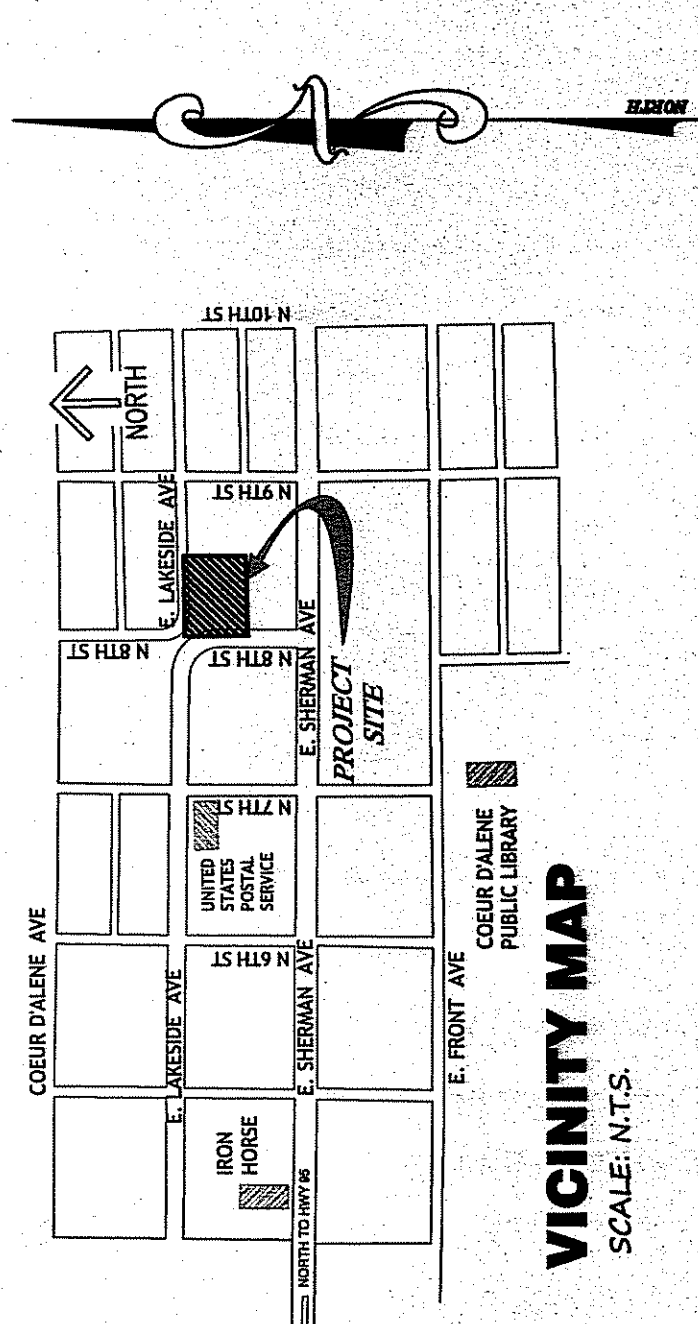
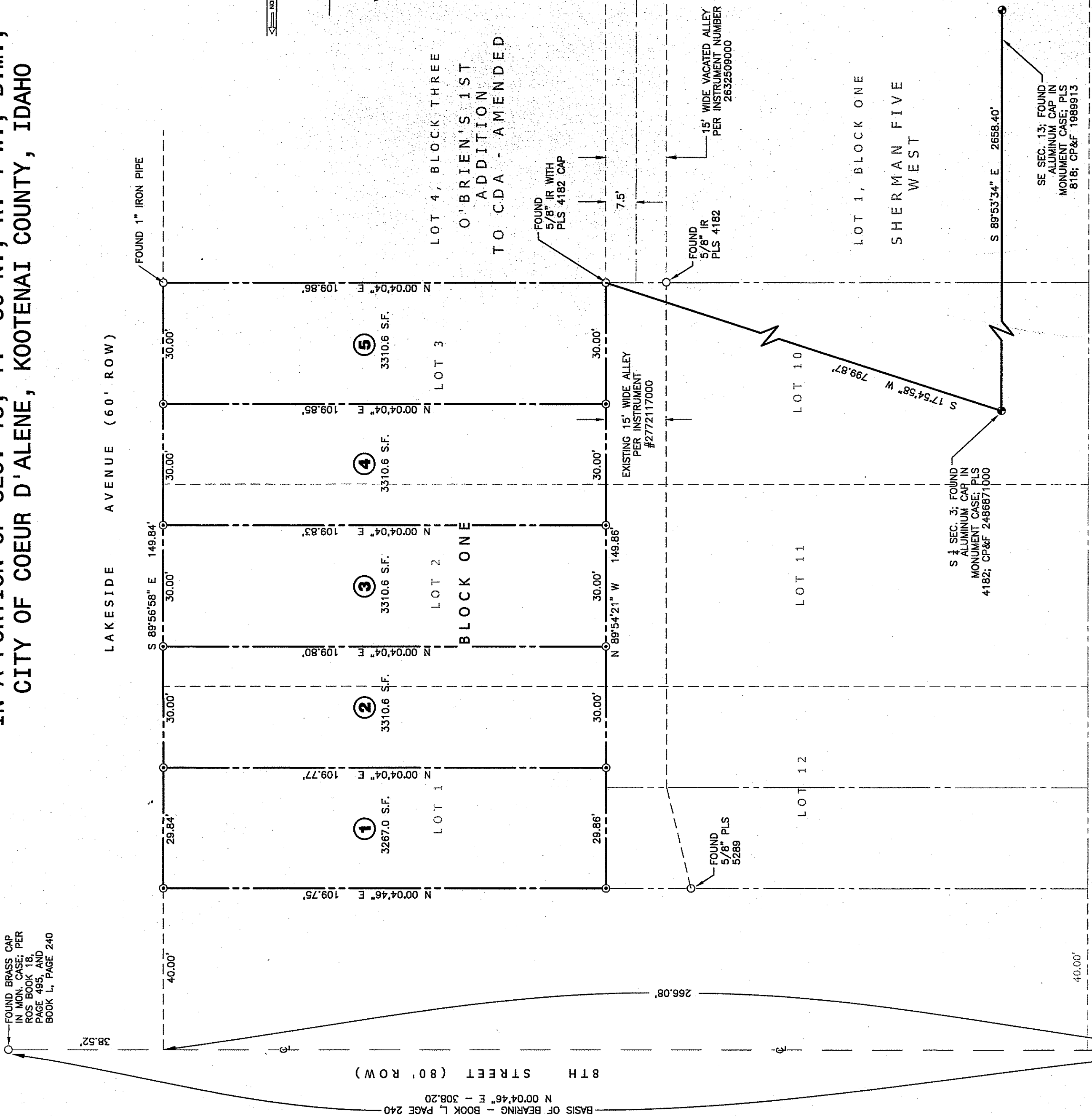
# MEASOM ADDITION

A SUBDIVISION OF LOTS 1, 2, AND 3, BLOCK THREE,  
 AMENDED O'BRIEN'S 1ST ADDITION TO CDA  
 IN A PORTION OF SEC. 13, T. 50 N., R. 4 W., B.M.,  
 CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

BOOK L, PAGE 441  
 INST. No. 2073391000

FOUND BRASS CAP  
 IN MON. CASE; PER  
 ROS BOOK 18,  
 PAGE 195; AND  
 BOOK L, PAGE 240

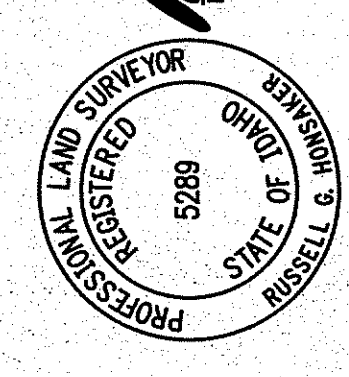
38.52' 8TH STREET (80' ROW)  
 BASIS OF BEARING - BOOK L, PAGE 240  
 N 00°04'46" E - 308.20'



**LEGEND**  
 ○ FOUND MONUMENTS AS NOTED.  
 ⊙ SET 5/8" X24" REBAR WITH PVC CAP MARKED "PLS 5289".

**REFERENCES**  
 PLAT OF O'BRIEN'S 1ST ADD. BOOK A, PAGE 89  
 PLAT OF SHERMAN FIVE WEST, BOOK L, PAGE 240  
 CITY ORD. #144  
 ROS BOOK 18, PAGE 485

**NARRATIVE**  
 THIS SURVEY FOR REPLAT PURPOSES USING THE PLAT OF AMENDED O'BRIEN'S 1ST ADD. THE PLAT OF SHERMAN FIVE WEST, AND FOUND MONUMENTS.



*Russell G. Honsaker*  
 11-3-21  
 RUSSELL G. HONSAKER, P.L.S. #5289

SHERMAN AVENUE (80' ROW)

MEASOM ADDITION

FRAME & S METANA, PA  
 Consulting Engineers

603 North 4th Street, Coeur d'Alene, Idaho, 83814  
 PH: (208) 664-2121 FAX: 765-5502 Email: rsmetana@roadrunner.com

SCALE: 1"=20'  
 DATE: 10-21-21  
 JOB# O31  
 Sec 13, T50N, R4W  
 DRAWN BY: TRE  
 FILE: O31 PLAT.dwg

1 OF 2 SHEET

FOUND ALUM. CAP  
 PLS 4565 IN CASE

**MEASOM ADDITION**

BOOK L, PAGE 1414  
INST. No. 287339100

A SUBDIVISION OF LOTS 1, 2, AND 3, BLOCK THREE, AMENDED O'BRIEN'S 1ST ADDITION TO CDA IN A PORTION OF SEC.13, T.50 N., R.4 W., B.M., CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

**OWNER'S CERTIFICATE**

BE IT KNOWN THAT E. ALLAN MEASOM AND CAROL MEASOM, HUSBAND AND WIFE ARE THE RECORD OWNERS OF THE REAL PROPERTY FIRST DESCRIBED IN THIS CERTIFICATE, BEING LOTS 1, 2 AND 3, BLOCK THREE OF THE AMENDED PLAT OF O'BRIEN'S FIRST ADDITION TO THE TOWN OF COEUR D'ALENE, BOOK A, PAGE 99, RECORDS OF KOOTENAI COUNTY, HAVE CAUSED THE SAME TO BE SURVEYED AND DIVIDED INTO LOTS AND BLOCK TO BE KNOWN AS MEASOM ADDITION, IN THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 50 NORTH, RANGE 4 WEST, B.M., CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1, BLOCK 3, AMENDED O'BRIEN'S FIRST ADDITION, SAID CORNER BEING THE TRUE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE ALONG THE NORTHERLY BOUNDARY OF SAID BLOCK 3, S 89°56'58" E, 149.84 FEET TO THE NORTHEAST CORNER OF SAID LOT 3, BLOCK 3 OF AMENDED O'BRIEN'S FIRST ADDITION; THENCE ALONG THE EASTERLY BOUNDARY LINE OF SAID LOT 3, BLOCK 3, S 00°04'04" W, 109.86 FEET; THENCE N 89°54'21" W, 149.86 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF 8TH STREET; THENCE ALONG THE SAID EASTERLY RIGHT-OF-WAY LINE OF 8TH STREET, N 00°04'46" E, 109.75 FEET TO THE TRUE POINT OF BEGINNING FOR THIS DESCRIPTION, CONTAINING APPROXIMATELY 0.378 ACRE.

TOGETHER WITH AND SUBJECT TO EASEMENTS, RIGHTS-OF-WAY, COVENANTS, RESERVATIONS, AND RESTRICTIONS OF RECORD AND IN VIEW.

THE WATER SERVICE TO EACH LOT PLATTED HEREIN TO BE PROVIDED BY THE CITY OF COEUR D'ALENE.

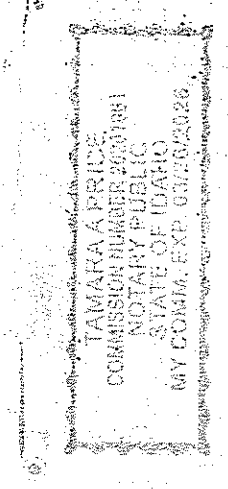
THE SANITARY SEWER SERVICE TO EACH LOT PLATTED HEREIN TO BE PROVIDED BY THE CITY OF COEUR D'ALENE.

E. Allan Measom DATE 11/7/21  
E. ALLAN MEASOM

Carol Measom DATE 11/4/21  
CAROL MEASOM

**STATE OF IDAHO, COUNTY OF KOOTENAI, SS**

ON THIS 11th DAY OF NOVEMBER, IN THE YEAR OF 2021, BEFORE ME Raymond A. Pried Notary Public PERSONALLY APPEARED E. ALLAN MEASOM AND CAROL MEASOM KNOWN OR IDENTIFIED TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME.



Raymond A. Pried  
NOTARY PUBLIC  
RESIDING AT Kootenai County  
MY COMMISSION EXPIRES: 3/26/24

**PANHANDLE HEALTH DISTRICT I**

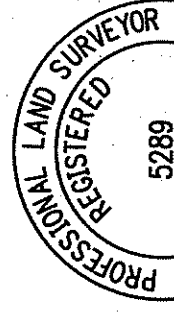
SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13 HAVE BEEN SATISFIED. SANITARY RESTRICTIONS MAY BE REIMPOSED, IN ACCORDANCE WITH SECTION 50-1326, IDAHO CODE, BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL.

DATE: 11.8.21 HEALTH DISTRICT SIGNATURE: Jay Jewland

**SURVEYOR'S CERTIFICATE**

I, RUSSELL G. HONSAKER, P.L.S. No. 5289, STATE OF IDAHO, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION IN ACCORDANCE WITH THE LAWS OF THE STATE OF IDAHO AS PERTAINING TO PLATS AND SURVEYS. ALL ANGLES, DISTANCES, AND CORNERS ARE STAKED AS SHOWN ON THE PLAT.

Russell G. Honsaker  
RUSSELL G. HONSAKER, P.L.S. No. 5289  
11-3-21



**CITY COUNCIL CERTIFICATE**

THIS PLAT HAS BEEN ACCEPTED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF COEUR D'ALENE THIS 11th DAY OF NOVEMBER, 2021

Renata McLeod  
RENATA MCLEOD - CLERK

Chris Bosley  
CHRIS BOSLEY, P.E. 10804 - CITY ENGINEER

**KOOTENAI COUNTY TREASURER**

I HEREBY CERTIFY THIS 8th DAY OF November, 2021, THAT THE REQUIRED TAXES ON THE HEREIN DESCRIBED LAND HAVE BEEN PAID THRU 31, December 2021

Nancy Bidwell  
KOOTENAI COUNTY TREASURER, Deputy Treasurer

**KOOTENAI COUNTY SURVEYOR**

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS PLAT AND APPROVE THE SAME FOR RECORDING THIS 22nd DAY OF Nov., 2021.



Rodney E. Smetana  
KOOTENAI COUNTY SURVEYOR

**STATE OF IDAHO, KOOTENAI COUNTY RECORDER**

I HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF KOOTENAI COUNTY, IDAHO, AT THE REQUEST OF ALLAN AND CAROL MEASOM THIS 29th DAY OF November, 2021 AT 11:11 AM AND DULY RECORDED IN PLAT BOOK L, PAGE 1414, AS INSTRUMENT No. 287339100. FEE \$ 11.00

Jim Brannan  
KOOTENAI COUNTY RECORDER  
By Debra Patton, Deputy Clerk

SCALE: N/A	DATE: 10-21-21	JOB# 031	FILE: O31 PLAT.dwg	DRAWN BY: TRE	MEASOM ADDITION	FRAME & SMETANA, PA Consulting Engineers 603 North 4th Street, Coeur d'Alene, Idaho, 83814 Ph: (208) 664-2121 / Fax: 765-5022 / Email: rsmetana@quadrunner.com	SHEET 2 OF 2
		Sec 13, T50N, R4W					

**AGREEMENT FOR MAINTENANCE/WARRANTY OF SUBDIVISION WORK**

**Measom Addition**

THIS AGREEMENT made this 7<sup>th</sup> day of November, 2023 between Measom Holdings LLC, whose address is 7507 Ciano Lane, Houston, TX 77055-6678, with E. Allan Measom, Member, hereinafter referred to as the "**Developer**," and the city of Coeur d'Alene, a municipal corporation and political subdivision of the state of Idaho, whose address is City Hall, 710 E. Mullan Avenue, Coeur d'Alene, ID 83814, hereinafter referred to as the "**City**";

WHEREAS, the City has approved the final subdivision plat of Measom Addition, a five (5) lot, residential development in Coeur d'Alene, situated in the Southeast Quarter of Section 13, Township 50 North, Range 4 West, Boise Meridian, Kootenai County, Idaho; and

WHEREAS, the Developer completed the installation of certain public improvements in the noted subdivision as required by Title 16 of the Coeur d'Alene Municipal Code and is required to warrant and maintain the improvements for one year; NOW, THEREFORE,

**IT IS AGREED AS FOLLOWS:**

The Developer agrees to maintain and warrant for a period of one year from the approval date of this agreement, the public improvements listed in the attached spreadsheet, attached as Exhibit "A", and, as shown on the construction plans entitled "Measom Addition", signed and stamped by Russel D. Helgeson, Jr., PE, # 6864, dated March 24, 2021, incorporated herein by reference, including but not limited to: sanitary sewer system and appurtenances, potable water system and appurtenances, catch basins, stormwater drainage swales, drywells and appurtenances, concrete curb and sidewalk including ramps, asphalt paving, street luminaires, signing and monumentation as required under Title 16 of the Coeur d'Alene Municipal Code.

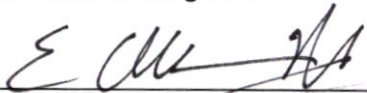
The Developer herewith delivers to the City, security in a form acceptable to the City, for the amount of Six hundred twenty-five and 00/100 Dollars (\$625.00) securing the obligation of the Developer to maintain and warrant the public subdivision improvements referred to herein. The security shall not be released until the 7<sup>th</sup> day of November, 2024. The City Inspector will conduct a final inspection prior to the release of the security to verify that all installed improvements are undamaged and free from defect. In the event that the improvements made by the Developer were not maintained or became defective during the period set forth above, the City may demand the funds represented by the security and use the proceeds to complete maintenance or repair of the improvements thereof. The Developer further agrees to be responsible for all costs of warranting and maintaining said improvements above the amount of the security given.

IN WITNESS WHEREOF, the parties have set their hands and seal the day and year first above written.

**City of Coeur d'Alene**

**Measom Holdings LLC**

\_\_\_\_\_  
James Hammond, Mayor

  
\_\_\_\_\_  
E. Allan Measom, Member

**ATTEST:**

\_\_\_\_\_  
Renata McLeod, City Clerk



# TERRA EXCAVATION

## EXHIBIT "A"

**ATTN: Cory**

**STANCRAFT  
3300 AVIATION DRIVE  
HAYDEN, IDAHO 83835**

**Nest Apartments  
hayden, Idaho 83835**

**Est ID:** EST4218219  
**Date:** Oct-11-2023

<b>Street fix, Cut remove asphalt, compacted, fix subgrade</b>	<b>\$2,088.02</b>
<b>Subtotal</b>	<b>\$2,088.02</b>
<b>Taxes</b>	<b>\$0.00</b>
<b>Estimate Total</b>	<b>\$2,088.02</b>



CDA Paving, Inc.  
 www.CDApaving.com  
 3110 N. Government Way  
 Coeur d'Alene, ID 83815  
 1 208 762-0235



## Invoice 89880

Bill to: Allan Measom 2982 W. Everwell Bay Lane Coeur d'Alene, ID 83814	Job: 23-520 The Nest 8th Lakeside 810 E. Lakeside Coeur D'Alene, ID 83815
--	--

Invoice #: 89880 Date: 10/19/23 Payment Terms: 50% Balance on Com. Customer Code: MEAALL	Customer P.O. #: 23-520 Salesperson: Phill Weist
---	---

Remarks:

Quantity	Description	U/M	Unit Price	Extension
59.000	Pave 3" Asphalt Per Bid	SY	72.000	4,248.00
			<b>Total:</b>	<b>4,248.00</b>
			<b>Current Due:</b>	<b>4,248.00</b>
				+ \$2,088.02
			Total Bid Price:	\$6,248.02
			Bid Level: 10%	x .10
			<b>Total Security:</b>	<b>\$625.00</b>

**GENERAL SERVICES/PUBLIC WORKS COMMITTEE  
STAFF REPORT**

**DATE:** OCTOBER 23, 2023  
**FROM:** LARRY PARSONS; UTILITY PROJECT MANAGER  
**SUBJECT:** PROFESSIONAL SERVICES FOR 2023/2024 WASTEWATER  
COLLECTION SYSTEM CAPITAL IMPROVEMENT PROJECTS

=====

**DECISION POINT:** Should Council approve an agreement with J-U-B Engineers, Inc., for professional engineering services for the 2023/2024 Wastewater Collection System Capital Improvement Projects for the amount of \$411,300.00?

**HISTORY:** Each year, the Wastewater Utility prioritizes and budgets for the replacement and/or rehabilitation (R&R) of the City's aging sewer collection infrastructure. At the top of this year's list is an open trench project in the area of 19<sup>th</sup> Street and 20<sup>th</sup> Street north of Coeur d'Alene Avenue. This project will replace an aging existing sewer line and up-size it from 6-inch to 8-inch. Also included will be waterline replacement and modifications in the same area, as well as paving and some stormwater work.

Pursuant to Idaho Code § 67-2320, the WW Utility solicited firms for ongoing Professional Engineering Services through the request for qualifications process. J-U-B Engineers, Inc., was selected from the list of pre-approved providers. The WW Utility has determined that J-U-B will provide the best services based on qualifications and demonstrated competence. Therefore, it is proposed that a contract be awarded to J-U-B for the 2023/2024 Wastewater Collection System Capital Improvements Projects.

**FINANCIAL ANALYSIS:** The following table summarizes this year's CIP Task cost breakdown:

2023/2024 Wastewater Collection System CIP Tasks:

<b>Task Number</b>	<b>Task Name</b>	<b>Fee Type</b>	<b>Amount</b>	<b>Anticipated Schedule</b>
000	Project Management	Time and Materials (Estimated Amount Shown)	\$12,500	Concurrent with work progress
100	Trenchless Rehabilitation Project	<i>Reserved</i>	--	--
200	Open Trench Design (2024 OT)	Time and Materials (Estimated Amount Shown)	\$63,600	Final 2024 Project Design Documents by 4 months from date of agreement.
200	Open Trench CMS (2024 OT)	Time and Materials (Estimated Amount Shown)	\$151,300	Concurrent with work progress.
300	Inflow and Infiltration Reduction	<i>Reserved</i>	--	--
400	C.2 Project CMS Continuation	Time and Materials (Estimated Amount Shown)	\$62,900	Concurrent with work progress.
400	C.12 Evaluation	Time and Materials (Estimated Amount Shown)	\$36,000	As mutually agreed to by CLIENT and J-U-B
500	Management Reserve	Time and Materials (Estimated Amount Shown)	\$50,000	As mutually agreed to by CLIENT and J-U-B
600	GIS Services	Under Separate Contract	--	--
700	Master Plan Updates	<i>Reserved</i>	--	--
999	Watermain Design (2024 OT)	Time and Materials (Estimated Amount Shown)	\$15,800	Concurrent with Task 200.
999	Watermain Construction Coordination (2024 OT)	Time and Materials (Estimated Amount Shown)	\$10,800	Concurrent with work progress.
999	Watermain Construction Coordination (C.2 Continuation)	Time and Materials (Estimated Amount Shown)	\$8,400	Concurrent with work progress.
<b>Total:</b>			<b>\$411,300</b>	

During FY 2023/2024, the Wastewater Utility budgeted \$850,000.00 for constructing the aforementioned CIP tasks. A copy of the proposed Agreement for Professional Services accompanies this staff report.

**PERFORMANCE ANALYSIS:** Since 2008, J-U-B has demonstrated its commitment and responsiveness to the City and has successfully performed similar tasks in a timely manner, under budget, and to the Wastewater Utility's satisfaction.

**RECOMMENDATION:** Council should approve an agreement with J-U-B Engineers, Inc., for professional engineering services for tasks associated with 2023/2024 Wastewater Collection System Capital Improvement Projects at a cost of \$411,300.00.



**PROFESSIONAL SERVICES AGREEMENT**  
**for**  
**2023/2024 WASTEWATER COLLECTION SYSTEM**  
**CAPITAL IMPROVEMENT PROJECTS**

THIS Professional Services Agreement is made and entered into this 7<sup>th</sup> day of November, 2023, between the **CITY OF COEUR D'ALENE**, Kootenai County, Idaho, a municipal corporation organized and existing under the laws of the state of Idaho, hereinafter referred to as the "**CITY**," and J-U-B Engineers, Inc., a corporation duly organized and existing in the state of Idaho, with its principal place of business at 2760 W. Excursion Ln, STE 400, Meridian, Idaho 83642, hereinafter referred to as the "**CONSULTANT**."

W I T N E S S E T H:

WHEREAS, in compliance with State law and the **CITY**'s policies, the **CONSULTANT** has been selected to perform professional services on the basis of qualifications and demonstrated competence; and

WHEREAS, it was deemed to be in the best interests of the **CITY** to retain the **CONSULTANT**; and

WHEREAS, the **CONSULTANT** and the **CITY** have reached this Agreement for the 2023/2024 Wastewater Collection System Capital Improvement project, hereinafter referred to as the "Work," according to the Project Documents on file in the office of the City Clerk of the **CITY**, which Project Documents are incorporated herein by reference.

NOW, THEREFORE,

IT IS AGREED that, for and in consideration of the covenants and agreements made and to be performed by the **CITY** as set forth herein, the **CONSULTANT** shall complete the Work, furnishing all services therefor according to the Project Documents. All services performed shall be of the high quality typically provided by members of the **CONSULTANT**'s profession.

SECTION 1. EMPLOYMENT OF CONSULTANT. The **CITY** agrees to engage the **CONSULTANT** and the **CONSULTANT** agrees to perform the services as described in Section 2 hereof.

SECTION 2. SCOPE OF SERVICES.

A. The **CONSULTANT** shall perform the services described in the Scope of Services attached hereto and incorporated herein by reference as Exhibit "A."

B. The **CONSULTANT** shall perform all the necessary ancillary services respecting the tasks set forth in the Scope of Services.

SECTION 3. PERSONNEL.

A. The **CONSULTANT** represents that it has or will secure at its own expense all personnel required to perform its services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the **CITY**.

B. All of the services required hereunder will be performed by the **CONSULTANT** or under its direct supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services.

C. The **CONSULTANT** agrees to maintain Worker's Compensation coverage on all employees, including the employees of subcontractors, during the term of this Contract as required by Title 72, Idaho Code. In addition to a certificate of insurance, the **CONSULTANT** shall furnish to the **CITY**, prior to commencement of the work, such evidence as the **CITY** may require guaranteeing contributions which will come due under the Employment Security Law including, at the option of the **CITY**, a surety bond in an amount sufficient to make such payments. Should the **CONSULTANT** fail to maintain the required Worker's Compensation insurance during the entire term hereof, the **CONSULTANT** shall indemnify the **CITY** against any loss resulting to the **CITY** from such failure, either by way of compensation or additional premium liability.

SECTION 4. TIME OF PERFORMANCE. The services of the **CONSULTANT** shall commence upon execution of this Agreement by the **CITY** and shall be completed on or before September 30, 2024. The period of performance may be extended for additional periods only by the mutual written agreement of the parties.

SECTION 5. COMPENSATION.

A. Subject to the provisions of this Agreement, the **CITY** shall pay the **CONSULTANT** a sum not to exceed four hundred eleven thousand three hundred dollars (\$411,300.00), unless authorized in writing by the **CITY**.

B. Except as otherwise provided in this Agreement, the **CITY** shall not provide any additional compensation, payment, use of facilities, services, or other thing of value to the **CONSULTANT** in connection with performance of its duties under this Agreement. The parties understand and agree that administrative overhead and other indirect or direct costs the **CONSULTANT** may incur in the performance of its obligations under this Agreement have already been included in computation of the **CONSULTANT**'s fee and may not be charged to the **CITY**.

SECTION 6. METHOD AND TIME OF PAYMENT. Monthly progress payments must be submitted by the 10<sup>th</sup> of the month for work done in the previous calendar month. Partial payment shall be made by the end of each calendar month for the work completed in the previous calendar month and certified by the **CONSULTANT**. Final payment shall be made thirty (30) days after completion of all work and acceptance by the City Council.

**SECTION 7. TERMINATION OF AGREEMENT FOR CAUSE.** If, through any cause within the **CONSULTANT**'s reasonable control, the **CONSULTANT** shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the **CONSULTANT** shall violate any of the covenants, agreements, or stipulations of this Agreement, the **CITY** shall provide the **CONSULTANT** a written statement of the deficiency and shall provide a reasonable time to remedy the deficiency. If the **CONSULTANT** fails to cure the deficiency, the **CITY** shall have the right to terminate this Agreement by giving written notice to the **CONSULTANT** of such termination and specifying the effective date thereof. Such written notice shall be provided to the **CONSULTANT** at least five (5) days before the effective date of such termination. In that event, all finished or unfinished hard copy documents, data, studies, surveys, and reports or other materials prepared by the **CONSULTANT** under this Agreement shall, at the option of the **CITY**, become its property, and the **CONSULTANT** shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and materials. Equitable compensation shall not exceed the amount reasonably billed for work actually done and expenses reasonably incurred. Consultant may terminate the Agreement due to City's material breach of contract with seven (7) days written notice, unless breach is cured within the notice period.

**SECTION 8. TERMINATION FOR CONVENIENCE.** The **CITY** may terminate this Agreement at any time by giving thirty (30) days' written notice to the **CONSULTANT** of such termination and specifying the effective date of such termination. In that event, all finished or unfinished hard copy documents, data, studies, surveys, and reports or other materials prepared by the **CONSULTANT** under this Agreement shall, at the option of the **CITY**, become its property. The **CONSULTANT** shall be entitled to receive compensation not to exceed the amount reasonably billed for work actually done and expenses reasonably incurred as of the effective date of the termination.

**SECTION 9. MODIFICATIONS.** The **CITY** may, from time to time, require modifications to the Scope of Services, Exhibit "A," to be performed under this Agreement. The type and extent of such services cannot be determined at this time; however, the **CONSULTANT** agrees to do such work as ordered in writing by the **CITY**, and the **CITY** agrees to compensate the **CONSULTANT** for such work accomplished by written amendment to this Agreement.

**SECTION 10. NON-DISCRIMINATION.**

A. The **CONSULTANT** will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, sexual orientation and/or gender identity/expression. The **CONSULTANT** shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, or national origin, sexual orientation and/or gender identity/expression. Such actions shall include, but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; selection for training, including apprenticeship; and participation in recreational and educational activities. The **CONSULTANT** agrees to post in conspicuous places available for employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. The **CONSULTANT** will, in all solicitations or advertisements for employees placed by or on behalf of the **CONSULTANT**, state that all qualified

applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin, sexual orientation and/or gender identity/expression. The **CONSULTANT** will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this agreement so that such provisions will be binding upon each sub-consultant, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

B. The **CONSULTANT** shall keep such records and submit such reports concerning the racial and ethnic origin of applicants for employment and employees as the **CITY** may require.

C. The **CONSULTANT** shall comply, if applicable, with the Regulations relative to non-discrimination in federally assisted programs of United States Department of Transportation (USDOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the “Regulations”), which are herein incorporated by reference and made a part of this Agreement. In addition, the **CONSULTANT** shall comply with the requirements of Chapter 9.56, Coeur d’Alene Municipal Code.

D. The **CONSULTANT**, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, national origin, sexual orientation, and/or gender identity/expression, in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The **CONSULTANT** shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations or discrimination prohibited by Chapter 9.56, Coeur d’Alene Municipal Code.

E. In all solicitations either by competitive bidding or negotiations made by the **CONSULTANT** for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the **CONSULTANT** of the **CONSULTANT**’s obligations under this Agreement and the Regulations and Municipal Code relative to non-discrimination on the grounds of race, color, sexual orientation and/or gender identity/expression, national origin, sexual orientation, and/or gender identity/expression.

F. The **CONSULTANT** shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the **CITY** or the appropriate federal agency to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the **CONSULTANT** is in the exclusive possession of another who fails or refuses to furnish this information, the **CONSULTANT** shall so certify to ITD or the USDOT as appropriate, and shall set forth what efforts it has made to obtain the information.

G. In the event of the **CONSULTANT**’s non-compliance with the non-discrimination provisions of this Agreement, the **CITY** shall impose such contract sanctions as it or the

USDOT may determine to be appropriate, including, but not limited to:

- Withholding of payments to the **CONSULTANT** under the Agreement until the **CONSULTANT** complies, and/or;
- Cancellation, termination, or suspension of the Agreement, in whole or in part.

The **CONSULTANT** shall include the provisions of paragraphs (C) through (G) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The **CONSULTANT** shall take such action with respect to any sub-consultant or procurement as the contracting agency or USDOT may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that in the event the **CONSULTANT** becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the **CONSULTANT** may request ITD enter into such litigation to protect the interests of the state and, in addition, the **CONSULTANT** may request the USDOT enter into such litigation to protect the interests of the United States.

SECTION 11. ANTI-BOYCOTT CERTIFICATION. Pursuant to Idaho Code § 67-2346, the **CONSULTANT** certifies that it is not currently engaged in, and will not for the duration of the contract engage in, a boycott of goods or services from Israel or territories under its control.

SECTION 12. CHINESE OWNERSHIP CERTIFICATION. Pursuant to Idaho Code § 67-2359, the **CONSULTANT** certifies that it is not currently owned or operated by the government of the People's Republic of China and will not for the duration of the contract be owned or operated by the government of the People's Republic of China.

SECTION 13. ASSIGNABILITY.

A. The **CONSULTANT** shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the **CITY** thereto. Provided, however, that claims for money due or to become due to the **CONSULTANT** from the **CITY** under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the **CITY**.

B. The **CONSULTANT** shall not delegate duties or otherwise subcontract work or services under this Agreement without the prior written approval of the **CITY**.

SECTION 14. Interest of Consultant. The **CONSULTANT** covenants that neither it nor its owners or officers presently have an interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The **CONSULTANT** further covenants that, in the performance of this Agreement, no person having any such interest shall be employed on the Work.

SECTION 15. Findings Confidential. Any reports, information, data, etc., given to or prepared or assembled by the **CONSULTANT** under this Agreement which the **CITY** requests to

be kept confidential shall not be made available to any individual or organization by the **CONSULTANT** without the prior written approval of the **CITY**.

SECTION 16. Publication, Reproduction and Use of Materials. No material produced, in whole or in part, under this Agreement shall be subject to copyright in the United States or in any other country. The **CITY** shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement. The **CONSULTANT** shall provide copies of such work products to the **CITY** upon request. The **CITY** may make and retain copies of Documents for information and reference in connection with use on the Project by the **CITY**. Such Documents are not intended or represented to be suitable for reuse by the **CITY** or others on extensions of the Project or on any other project. Any such reuse or modification without written verification or adaptation by the **CONSULTANT**, as appropriate for the specific purpose intended, will be at the **CITY**'s sole risk and without liability or legal exposure to the **CONSULTANT** and the **CONSULTANT**'s sub-consultants. To the extent allowed by law, the **CITY** shall indemnify and hold harmless the **CONSULTANT** and **CONSULTANT**'s sub-consultants from all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting therefrom.

SECTION 17. Audits and Inspection. The **CONSULTANT** shall provide access for the **CITY** and any duly authorized representatives to any books, documents, papers, and records of the **CONSULTANT** that are directly pertinent to this specific agreement for the purpose of making audit, examination, excerpts, and transcriptions. The **CONSULTANT** shall retain all records pertinent to the project for three years after final payment and all other pending matters are closed.

SECTION 18. Jurisdiction; Choice of Law. Any civil action arising from this Agreement shall be brought in the District Court for the First Judicial District of the State of Idaho at Coeur d'Alene, Kootenai County, Idaho. The laws of the state of Idaho shall govern the rights and obligations of the parties.

SECTION 19. Non-Waiver. The failure of the **CITY** at any time to enforce a provision of this Agreement shall in no way constitute a waiver of the provisions, nor in any way affect the validity of this Agreement or any part thereof, or the right of the **CITY** thereafter to enforce each and every protection hereof.

SECTION 20. Permits, Laws and Taxes. The **CONSULTANT** shall acquire and maintain in good standing all permits, licenses and other documents necessary to its performance under this Agreement, including all necessary licenses and certifications for its employees. All actions taken by the **CONSULTANT** under this Agreement shall comply with all applicable statutes, ordinances, rules, and regulations. The **CONSULTANT** shall pay all taxes pertaining to its performance under this Agreement.

SECTION 21. Relationship of the Parties. The **CONSULTANT** shall perform its obligations hereunder as an independent contractor of the **CITY**. The **CITY** may administer this Agreement and monitor the **CONSULTANT**'s compliance with this Agreement, but shall not supervise or otherwise direct the **CONSULTANT** except to provide recommendations and to provide approvals pursuant to this Agreement.

SECTION 22. Integration. This Agreement, and all appendices and amendments thereto, embody the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations or agreements, either oral or written, between the parties.

SECTION 23. Hold Harmless.

A. The **CONSULTANT** shall save, hold harmless, indemnify, and defend the **CITY**, its officers, agents and employees from and against any and all damages or liability arising out of the acts, errors, omissions, or negligence, including costs and expenses, for or on account of any and all legal actions or claims of any character resulting from injuries or damages sustained by any person or persons or property arising from the **CONSULTANT**'s performance of this Agreement and not arising from the **CONSULTANT**'s professional services. To this end, the **CONSULTANT** shall maintain general liability insurance in at least the amount set forth in Section 25(A).

B. The **CONSULTANT** shall, hold harmless, and indemnify the **CITY**, its officers, agents, and employees from and against damages or liability to the extent arising out of the **CONSULTANT**'s negligent acts, errors, or omissions, including costs and expenses for or on account of any and all legal actions or claims of any character resulting from injuries or damages sustained by persons or property to the extent arising from the **CONSULTANT**'s negligent performance of this Agreement, including but not limited to the **CONSULTANT**'s professional services. To this end, the **CONSULTANT** shall maintain Errors and Omissions insurance in at least the amounts set forth in Section 25(B).

Neither party shall be liable to the other for indirect, consequential, or incidental damages that may result from this Agreement or related projects.

SECTION 24. Notification. Any notice under this Agreement may be served upon the **CONSULTANT** or the **CITY** by mail at the following addresses:

City of Coeur d'Alene  
710 E. Mullan Ave.  
Coeur d'Alene, ID 83814  
Attn.:

J-U-B Engineers, Inc.  
7825 Meadowlark Way  
Coeur d'Alene, ID 83815  
Attn:

SECTION 25. Standard of Performance and Insurance.

A. The **CONSULTANT** shall maintain general liability insurance naming the **CITY**, its entities, and its representatives as additional insureds in the amount of at least \$500,000.00 for property damage or personal injury, death or loss as a result of any one

occurrence or accident regardless of the number of persons injured or the number of claimants, it being the intention that the minimum limits shall be those provided for by Idaho Code § 6-924.

B. In performance of professional services, the **CONSULTANT** will use that degree of care and skill ordinarily exercised under similar circumstances by members of the **CONSULTANT's** profession. Should the **CONSULTANT** or any of the **CONSULTANT's** employees be found to have been negligent in the performance of professional services from which the **CITY** sustains damage, the **CONSULTANT** has obtained Errors and Omission Insurance with limits of at least five hundred thousand dollars (\$500,000.00). The **CONSULTANT** shall maintain, and furnish proof thereof, coverage for a period of two years following the completion of the project.

C. The **CONSULTANT** shall obtain and maintain auto liability insurance with limits in the amount of at least \$500,000.00 for the duration of the project.

D. Prior to work under this Agreement, the **CONSULTANT** shall furnish to the **CITY** certificates of the insurance coverages required herein, which certificates must be approved by the City Attorney. Certificates shall provide for at least thirty (30) days' notice to policy holder, prior to cancellation of the policy for any reason. In addition, the **CONSULTANT** shall promptly notify the **CITY** when the policy is canceled.

IN WITNESS WHEREOF, this agreement executed the day and year first written above.

CITY OF COEUR D'ALENE

J-U-B ENGINEERS, INC.

\_\_\_\_\_  
James Hammond, Mayor

\_\_\_\_\_  
Cory R. Baune, P.E, Executive Vice  
President

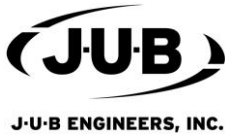
ATTEST:

ATTEST:

\_\_\_\_\_  
Renata McLeod, City Clerk

\_\_\_\_\_  
Secretary





**J-U-B ENGINEERS, Inc.  
AGREEMENT FOR PROFESSIONAL SERVICES**

**Attachment 1 – Scope of Services, Basis of Fee, and Schedule**

**PROJECT NAME:** FY 2023/2024 COLLECTION SYSTEM PROJECTS

**CLIENT:** CITY OF COEUR D'ALENE WASTEWATER DEPARTMENT

**J-U-B PROJECT NUMBER:** 20-24-011

**CLIENT PROJECT NUMBER:** N/A

**ATTACHMENT TO:**

**AGREEMENT DATED:** \_\_\_\_\_; **or**

**AUTHORIZATION FOR CONTRACT AMENDMENT #\_\_;** **DATED:** N/A

The referenced Agreement for Professional Services executed between J-U-B ENGINEERS, Inc. (J-U-B) and the CLIENT is amended and supplemented to include the following provisions regarding the Scope of Services, Basis of Fee, and/or Schedule:

**PART 1 - PROJECT UNDERSTANDING**

J-U-B's understanding of this project's history and CLIENT's general intent and scope of the project are described as follows:

This scope of work is for engineering services for the City of Coeur d'Alene Wastewater Department's Collection System Projects resulting from the November 28, 2018 Request for Proposals for Professional Engineering Services. The work includes engineering services for a variety of capital improvement rehabilitation and replacement projects identified in the Department's ongoing asset management program and the current Collection System Master Plan Update.

This Scope of Services is separated into the tasks outlined below and detailed in the following pages.

**PART 2 - SCOPE OF SERVICES BY J-U-B**

J-U-B's Services under this Agreement are limited to the following tasks. Any other items necessary to plan and implement the project, including but not limited to those specifically listed in PART 3, are the responsibility of CLIENT.

**A. Task 000: Project Management**

1. Set up project into J-U-B's financial and record keeping systems for document retention and project controls.
2. Communicate and coordinate subconsultant activities under J-U-B, if necessary.
3. Regularly monitor project status, budget and schedule.
4. Attend 4 client meetings to report project status.
5. During periods of project activity, provide a regular report to CLIENT on project status, budget and schedule.
6. Provide a monthly invoice including budget status.
7. Provide ongoing document handling and filing.

## B. Task 100: TRENCHLESS REHABILITATION PROJECTS

1. This task has been implemented as part of the ongoing rehabilitation and replacement projects. Based on preliminary discussions with the CLIENT in FY2023, no work is anticipated for this task in FY2023/2024 and is not included in this scope of services.

If CLIENT identifies work under this task, it will be completed as an additional service.

## C. Task 200: OPEN TRENCH REPLACEMENT PROJECTS

### 1. Subtask 001: Open Trench Design

- a. For this task, J-U-B will assemble a 2024 Open Trench Project, for FY 2023/2024, based on the following project locations identified by the CLIENT:
  - i. **Base Bid (Schedule A):** 19<sup>th</sup> and 20<sup>th</sup> Street Sanitary Sewer (Schedule C of OT Project RR.15 & RR.16, Oct. 2018 & FY 21/22 Redlines, Dec 2021).
  - ii. **Base Bid (Schedule B):** 19<sup>th</sup> and 20<sup>th</sup> Street Water (Schedule C of OT Project RR.15 & RR.16, Oct. 2018 & FY 21/22 Redlines, Dec 2021). **See Task 999**
  - iii. **Additive Alternates:** 1- Cherrywood & Richmond (Schedule C); 2- Homestead & 3<sup>rd</sup> (Schedule D)
- b. **Base Bid (Schedule A):** J-U-B completed 95% design of Base Bid in FY 2017/2018 as part of the Open Trench Project - RR.15 & RR.16. Modifications/redlines to these plan sheets were started in FY 2021/2023 and stopped in December of 2021, at the direction of the City. Plan sheets include water meter replacements by City Water Department and Contractor along 19<sup>th</sup> Street and water main and water meter installation by Contractor along 20<sup>th</sup> Street. The Contract documents were prepared based on 2015 EJCDC (as modified by ISPWC). Technical Specifications were prepared using ISPWC 2015 Edition with supplemental technical specifications and special provisions as required for the project, as directed CLIENT. J-U-B will provide engineering services to repackage the existing 95% plans and specifications into the 2024 Open Trench Project bid set, as specified in subsequent paragraphs. CLIENT will obtain right-of-entry and encroachment agreements from affected property owners as needed during design and construction. CLIENT will request utility locates and verify utilities from previous design drawings are current. CLIENT will coordinate with City Water Department on project timeline and confirm water infrastructure replacement extents from previous design drawings.
- c. **Additive Alternate - Schedules C & D:** J-U-B will provide engineering services to replace the existing sanitary sewer in its approximate existing alignment and grade. Additive Alternates, Schedule C & Schedule D, design will be included in the 2024 Open Trench Project bid set. Minor adjustments to alignment and grade may be made to mitigate conflicts with other underground utilities or private property encroachment at the direction of the CLIENT. CLIENT will obtain right-of-entry and encroachment agreements from affected property owners as needed during design and construction.
- d. J-U-B completed topographic survey for design and construction purposes in FY 2022/2023. Survey included the following: collection of surface improvements within the alleys and streets in the CLIENT rights-of-way for the projects; sanitary sewer locations and depths to inverts; utilities as marked by the utility owners based on a One-Call for construction (request to be made by J-U-B); utilities as marked by CLIENT (water and storm water utilities); and any readily-discoverable property pins within the project area. Property boundaries will be approximated using the City's GIS database and the County Assessor's Map for Cherrywood and Richmond; a boundary survey for this location will not be conducted unless specifically requested by the CLIENT and authorized under Task 500: Management Reserve. A boundary survey was completed for the area of Homestead and 3<sup>rd</sup>. J-U-B prepared base drawings for subsequent use in design and construction.

- e. 30% Design (Schedule's C & D Only): J-U-B will prepare 30% design drawings as follows:
  - i. J-U-B will conduct a kick-off meeting with the CLIENT to determine project goals, objectives and milestones.
  - ii. J-U-B will collect, document, and review existing conditions as identified at the surface and through CCTV inspections (provided by CLIENT), and identify potential construction conflicts based on utilities as marked by others.
  - iii. J-U-B will identify impacts to other CLIENT-owned utilities (water and storm water) and identify as "retain and protect" or "replace" per City of Coeur d'Alene Engineering standard drawings. The project area may include water mains and storm water that may be impacted during construction of the new sanitary sewer; replacement, as deemed necessary by the City, will be per City standard drawings and specifications. Modifications of other utilities will be provided as additional services.
  - iv. J-U-B will identify sewer service connections at the sewer main based on closed circuit television (CCTV) provided by CLIENT. The service laterals will be designed for reconnection at the sewer main only; no new laterals or extensions will be included in the project unless specifically requested by the CLIENT as additional services.
  - v. J-U-B will develop 30% design drawings including plan and profile of the proposed sewer alignment, private sewer service realignment including plan views and annotated site photos, relevant detail drawings, and reference to applicable City engineering standard details.
  - vi. J-U-B will prepare a 30% Opinion of Probable Cost based on prior years' average construction costs (on a per foot basis), adjusted for construction year prices per the Construction Cost Index with 20% construction contingency.
  - vii. J-U-B will conduct an internal Quality Control/ Quality Assurance review of the 30% Design.
  - viii. J-U-B will review 30% design drawings, Additive Alternate Schedules C and D with CLIENT. CLIENT shall conduct a review of the design and identify issues to address (e.g. replacing or re-routing storm sewer and water; partial or full-width surface repair; specific surface repair objectives such as pedestrian ramps, curb and gutter, alley approaches, etc.). Modifications of other utilities will be provided as additional services.
  
- f. 90% Design (Schedules C & D): J-U-B will prepare 90% design drawings and contract documents as follows:
  - i. J-U-B will review CLIENT comments on 30% design drawings.
  - ii. J-U-B will prepare 90% Bid Documents, including contract documents, technical specifications, and final plans for the 2024 Open Trench Project, includes Base Bid and Additive Alternates. The Bid Documents will be based on City engineering standard drawings, the 2015 ISPWC technical specifications (as adopted and modified within the City standards) per City directive, and supplemental technical specifications as required for the project. If the following items are requested, the work will be completed as Additional Services: modifications to the bid schedules or additive alternates; updating ISPWC editions technical specifications; designing or incorporating CLIENT designs for water systems; designing or incorporating CLIENT designs for storm water systems; extending the length of sanitary sewer replacement; full-width roadway replacement or redesign of roadway grades, curbs, gutters, pedestrian ramps, etc.
  - iii. J-U-B will prepare a 90% Opinion of Probable Cost based on prior years' average construction costs (on a per foot basis), adjusted for construction year prices per the Construction Cost Index with 10% construction contingency.
  - iv. J-U-B will conduct an internal Quality Control/ Quality Assurance review of the 90% design drawings and contract documents.
  - v. J-U-B will review 90% design drawings and contract documents, Base Bid and Additive Alternate with CLIENT. CLIENT shall conduct a review of the design and identify issues

to address (e.g. legal review of contract documents, review of technical specifications and project plans, including City standards, and etc.). Modifications of other utilities will be provided as additional services.

- vi. J-U-B will provide an electronic copy (PDF format) and two printed sets of the Bid Documents, including half-sized drawings (11x17), bid forms, contract forms, and technical specifications for review.
  
- g. J-U-B will prepare Bid Documents (All Schedules) as follows:
  - i. J-U-B will review CLIENT comments for the following:
    - (a) Base Bid (Schedule A) – 19<sup>th</sup> & 20<sup>th</sup> Street Sanitary Sewer (Schedule C of OT Project RR.15 & RR.16, Oct. 2018 & FY 21/22 Redlines, Dec 2021).
    - (b) Additive Alt. (Schedules C & D) – 90% design drawings
  - ii. J-U-B will prepare final bid documents for Base Bid and Additive Alt (Schedules A, C & D). Final Bid Documents, including contract documents, technical specifications, and final plans for the 2024 Open Trench Project includes Base Bid and Additive Alternates. CLIENT comments are expected to be minor in nature due to the previous review steps; consequently, substantial revisions requested by the CLIENT will be completed under Task 500: Management Reserve upon specific authorization by the CLIENT.
  - iii. J-U-B will prepare a final Opinion of Probable Cost based on prior years' average construction costs (on a per foot basis), adjusted for construction year prices per the Construction Cost Index with 10% construction contingency.
  - iv. J-U-B will provide an electronic copy (PDF format) and three printed sets of the Bid Documents, including half-sized drawings (11x17), bid forms, contract forms, and technical specifications.

## 2. **Subtask 101: Open Trench Construction Management Services**

- a. For this task, J-U-B will provide the following CMS services:
  - i. J-U-B will prepare a draft notice of advertisement for the project. CLIENT will advertise the project in its paper of record.
  - ii. J-U-B will conduct one pre-bid meeting at CLIENT's office.
  - iii. J-U-B will respond to bidders' questions during the bid phase and prepare and issue addenda as necessary to modify the drawings or specifications. Two addenda anticipated.
  - iv. J-U-B will assist in bid opening, review bids as received, prepare a bid summary, review bids for responsiveness, and issue a recommendation to CLIENT regarding the responsiveness of the bids.
  - v. J-U-B will prepare a notice of award, agreement, and notice to proceed for review, approval, and distribution by CLIENT, and assist in contract award.
  - vi. J-U-B will coordinate and attend weekly construction meetings and prepare an agenda and list of construction items to be addressed.
  - vii. J-U-B will perform construction support as noted in "J-U-B Standard Exhibit A – Construction Phase Services", attached. Project duration and commitments are further defined in Attachment A. It is assumed that construction for the reaches will occur consecutively, i.e. without a temporary shutdown or similar delay by contractor.
  - viii. J-U-B will provide electronic copy record drawings for CLIENT records.

## D. **Task 300: INFLOW AND INFILTRATION REDUCTION**

- 1. This task has been implemented as part of the ongoing rehabilitation and replacement projects. Based on preliminary discussions with the CLIENT in FY2023, no work is anticipated for this task in FY2023/2024 and is not included in this scope of services.

If CLIENT identifies tasks under this item, the work will be completed as an additional service

## **E. Task 400: CAPITAL IMPROVEMENT PROJECTS**

1. Subtask 101: C.2 Project Construction Management Services (CMS) Continuation
  - a. For this task, J-U-B will provide the following CMS services:
    - i. J-U-B will coordinate and attend Bi-weekly construction meetings and prepare an agenda and list of construction items to be addressed.
    - ii. J-U-B will perform construction support as noted in "J-U-B Standard Exhibit A – Construction Phase Services", attached. Project duration and commitments are further defined in Attachment A.
  - b. Assumptions:
    - i. Substantial Completion will be achieved by 10/23/2023. Final Completion will be achieved by 11/22/2023.
    - ii. This scope does not include material testing and assumes that will be a requirement of the Contractor or Special Inspection firm.
    - iii. CMS support through Substantial Completion: 23 calendar days
    - iv. CMS support through Final Completion: 30 additional days
    - v. Pay Request – 2 total
    - vi. Construction management (CMS) for bi-weekly construction meetings assuming 4 total meetings.
    - vii. Per Contractor's current schedule gravity sewer pipeline installation completed. Construction observation estimated at approximately 20 hours/week for 4-weeks of final project clean-up.
  - c. Deliverables:
    - i. J-U-B will provide electronic copy record drawings for CLIENT records.
2. Subtask 101: C.12 Evaluation
  - a. For this task, J-U-B will conduct a preliminary evaluation of the C.12 bottleneck identified in the 2022 Wastewater Collection System Master Plan, and provide a technical memorandum identifying potential alignments or alternatives.
    - i. J-U-B will conduct an initial meeting with City and ITD staff to review proposed project and establish criteria for the Technical Memorandum.
    - ii. J-U-B will conduct preliminary survey between Wilbur and Hanley Avenue, West of Highway 95. Survey will include prominent surface features, edge of roadway, existing utilities, and other items requested by ITD for a preliminary sewer alignment evaluation. J-U-B will secure encroachment permit to work in ITD ROW.
    - iii. J-U-B will evaluate three potential sewer alignments and/or alternatives.
    - iv. J-U-B will prepare a preliminary Opinion of Probable Cost based on prior years' average construction costs (on a per foot basis), adjusted for construction year prices per the Construction Cost Index with 30% construction contingency.
    - v. J-U-B will develop a Technical Memorandum summarizing the three alignments, including figures and preliminary cost opinion.
    - vi. J-U-B will conduct QA/QC of Technical Memorandum, figures and preliminary cost est.
    - vii. J-U-B will conduct a follow-up meeting with City and ITD staff to review preferred project alignment.
  - b. Assumptions:
    - i. Survey can be completed in two 8 hour days

- ii. Full topographic survey will not be conducted unless specifically requested by the CLIENT and authorized under Task 500: Management Reserve.
- iii. A boundary survey will not be conducted unless specifically requested by the CLIENT and authorized under Task 500: Management Reserve.
- iv. J-U-B will review three potential alignments.
- c. Deliverables:
  - i. J-U-B will provide one electronic copy and two hard copies of the Technical Memorandum.

**F. Task 500: Management Reserve Fund**

1. The Management Reserve Fund establishes a pre-authorized budget for additional tasks that may be requested by the CLIENT's Authorized Representative and performed by J-U-B upon mutual agreement of scope, budget, and schedule.
2. J-U-B will not exceed the pre-authorized amount without CLIENT approval.
3. The Services outlined hereinafter are not currently anticipated and shall only be provided by the ENGINEER when requested and authorized by CLIENT. Such authorization shall also state the negotiated amount and method of compensation by the CLIENT. When authorized, the ENGINEER will:
  - a. Additional public meetings or outreach as requested by CLIENT.
  - b. Investigate existing residential service lines, including connections at the home and sewer main, location on private property, elevation / grade, and related details.
  - c. Evaluate, design, and support the CLIENT during construction activities for lateral rehabilitation or sewer main to lateral connection repair, or assist in the development of a lateral rehabilitation "pilot" program.
  - d. Prepare design criteria and calculations for a manhole rehabilitation coating system to provide structural rehabilitation.
  - e. Perform detailed manhole condition assessment, testing, and/or structural evaluation.
  - f. Prepare exhibits and descriptions for CLIENT's use in acquiring easements for open trench point repair locations.
  - g. Provide additional construction administration services due to delays in construction as a result of contractor's activities, or as requested by CLIENT, which extend the construction phase beyond the timeframe assumed above.
  - h. Re-design or update the plans and specifications for bidding and construction in subsequent projects or years.
  - i. Perform dye testing and related field work to identify if service laterals are active or inactive for the Open Trench project.
  - j. Review product substitution requests submitted by the Contractor.
  - k. Perform drawdown tests on existing lift station to quantify pump capacity.
  - l. Update CLIENT's geographical information system (GIS) database.
  - m. Update CLIENT's previously completed Master Plan Model to reflect conditions present through the date of the Agreement.
  - n. Procure the services of or coordinate with archaeologists to address archaeological findings within the PROJECT area.
  - o. Assist the CLIENT in reporting or otherwise managing removal of hazardous waste or petroleum contaminated soils which may be encountered during construction.
  - p. Assist the CLIENT with procuring the services of a geotechnical engineer for investigations and/or structural evaluations required when unexpected sub-surface conditions or structural concerns are encountered during design or construction (other than as identified in the preceding tasks).
  - q. Extend the geotechnical evaluation area, conduct additional exploratory borings, provide preliminary shoring or trenching designs, and related tasks not enumerate in the preceding tasks.
  - r. Perform flow monitoring or smoke testing to supplement previously obtained data.
  - s. Additional meetings or public outreach as requested by CLIENT.

- t. Assist with Open Trench Point Repairs Design, Bidding, and Construction as requested by CLIENT.
- u. Assist the CLIENT with bid protests and/or bid disputes.
- v. Provide the CLIENT with construction warranty period support.
- w. Perform additional topographic survey and/or field investigation as necessary to verify utility locations.
- x. Assist the Client with void exploration and repair service for the M-interceptor. J-U-B will assist CLIENT with evaluating alternative methods to detect subsurface voids such as ground penetrating radar (GPR). CLIENT will procure services for void detection, as determined necessary by CLIENT. J-U-B will evaluate alternative soil stabilization methods and products and the suitability for repairing voids which may be detected. J-U-B will assist CLIENT with planning the implementation of soil stabilization services and will observe the activities. CLIENT will procure the services of a soil stabilization contractor, as determined appropriate by CLIENT.

**G. Task 999: Watermain Design & CMS**

- 1. Subtask 001 – Watermain Design (2024 OT)
  - a. For this task, J-U-B will assemble a 2024 Open Trench Project, for FY 2023/2024, based on the following project locations identified by the CLIENT:
    - i. **Base Bid (Schedule B):** 19th and 20th Street Water (Schedule C of OT Project RR.15 & RR.16, Oct. 2018 & FY 21/22 Redlines, Dec 2021).
  - b. Assumptions
    - i. **Base Bid (Schedule B):** J-U-B completed 95% design of Base Bid in FY 2017/2018 as part of the Open Trench Project - RR.15 & RR.16. Modifications/redlines to these plan sheets were began in FY 2021/2023 and stopped in December of 2021. Plan sheets include water meter replacements by City Water Department and Contractor along 19<sup>th</sup> Street and water main and water meter installation by Contractor along 20<sup>th</sup> Street. The Contract documents were prepared based on 2015 EJCDC (as modified by ISPWC). Technical Specifications were prepared using ISPWC 2015 Edition with supplemental technical specifications and special provisions as required for the project, as directed CLIENT. J-U-B will provide engineering services to repackage the existing 95% plans and specifications into the 2024 Open Trench Project bid set, as specified in subsequent paragraphs. CLIENT will obtain right-of-entry and encroachment agreements from affected property owners as needed during design and construction. CLIENT will request utility locates and verify utilities from previous design drawings are current. CLIENT will coordinate with City Water Department on project timeline and confirm water infrastructure replacement extents from previous design drawings.
  - c. J-U-B will prepare Bid Documents as follows:
    - i. J-U-B will review CLIENT comments to the 19th and 20th Street Water (Schedule C of OT Project RR.15 & RR.16, Oct. 2018 & FY 21/22 Redlines, Dec 2021).
    - ii. J-U-B will final Bid Documents, including contract documents, technical specifications, and final plans for the 2024 Open Trench Project includes watermain design. CLIENT comments are expected to be minor in nature due to the previous review steps; consequently, substantial revisions requested by the CLIENT, including modifications to bid Schedules, will be completed under Task 500: Management Reserve upon specific authorization by the CLIENT.
    - iii. J-U-B will prepare a final Opinion of Probable Cost based on prior years' average construction costs (on a per foot basis), adjusted for construction year prices per the Construction Cost Index with 10% construction contingency. The cost estimate will include a separate schedule for watermain work associated with Schedule B. CLIENT noted partial watermain materials will be provided by City Water Department. Cost estimate for watermain work to include installation of materials only.

- iv. J-U-B will provide an electronic copy (PDF format) and two printed sets of the Bid Documents for City Water Department, including half-sized drawings (11x17), bid forms, contract forms, and technical specifications.
2. Subtask 101: Watermain Construction Coordination (2024 OT)
- a. For this task, J-U-B will provide the following coordination services:
    - i. J-U-B will distribute bidders' questions during the bid phase to the City Water Department.
    - ii. J-U-B will assist the City in preparing various documents throughout the construction process including applications for payments, submittal review cover sheets, change orders, field orders and additional items as requested by the City Water Department.
    - iii. J-U-B will provide minimal construction observation (budgeted at 16 hours). Construction observation will be used to verify payment quantities, surface repair items, record drawings, and additional services as requested by the City Water Department.
    - iv. J-U-B will provide construction staking per the Contract Documents.
  - b. Assumptions:
    - i. City Water Department staff will perform submittal reviews and construction observation. J-U-B will be provided with GPS information on mainline, fitting, valves and appurtenances for Record Drawings.
    - ii. Construction will occur consecutively, i.e. without a temporary shutdown or similar delay by contractor.
    - iii. This scope does not include material testing and assumes that will be a requirement of the Contractor or Special Inspection firm.
    - iv. Construction coordination support through Substantial Completion and final completion.
  - c. Deliverables:
    - i. J-U-B will provide electronic copy record drawings for CLIENT records.
3. Subtask 102: Watermain Construction Coordination (C.2 Continuation)
- a. For this task, J-U-B will provide the following coordination services:
    - i. J-U-B will distribute bidders' questions during the bid phase to the City Water Department.
    - ii. J-U-B will assist the City in preparing various documents throughout the construction process including applications for payments, submittal review cover sheets, change orders, field orders and additional items as requested by the City Water Department.
    - iii. J-U-B will provide minimal construction observation (budgeted at 16 hours). Construction observation will be used to verify payment quantities, surface repair items, record drawings, and additional services as requested by the City Water Department.
    - iv. J-U-B will provide construction staking per the Contract Documents.
  - b. Assumptions:
    - i. City Water Department staff will perform submittal reviews and construction observation. J-U-B will be provided with GPS information on mainline, fitting, valves and appurtenances for Record Drawings.
    - ii. Construction will occur consecutively, i.e. without a temporary shutdown or similar delay by contractor.
    - iii. This scope does not include material testing and assumes that will be a requirement of the Contractor or Special Inspection firm.
    - iv. Construction coordination support through Substantial Completion. Per contractor's current schedule, it is anticipated to occur on October 23, 2023
    - v. Construction coordination support through Final Completion: Per contractor's current schedule, it is anticipated to occur on November 22, 2023
  - c. Deliverables:



- i. J-U-B will provide electronic copy record drawings for CLIENT records.

**PART 3 - CLIENT-PROVIDED WORK AND ADDITIONAL SERVICES**

- A. **CLIENT-Provided Work** - CLIENT is responsible for completing, or authorizing others to complete, all tasks not specifically included above in PART 2 that may be required for the project including, but not limited to:
  - 1. N/A
- B. **Additional Services** - CLIENT reserves the right to add future tasks for subsequent phases or related work to the scope of services upon mutual agreement of scope, additional fees, and schedule. These future tasks, to be added by amendment at a later date as Additional Services, may include:
  - 1. N/A

**PART 4 - BASIS OF FEE AND SCHEDULE OF SERVICES**

- A. CLIENT shall pay J-U-B for the identified Services in PART 2 as follows:
  - 1. For Time and Materials fees:
    - a. For all services performed on the project, Client shall pay J-U-B an amount equal to the cumulative hours charged to the Project by each class of J-U-B's personnel times J-U-B's standard billing rates.
    - b. Client shall pay J-U-B for J-U-B's Consultants' charges times a multiplier of 1.1.
- B. **Period of Services**
  - 1. If the planned period of service for the Tasks identified above extend more than one year, J-U-B's billing rates and/or fees for remaining Tasks may be increased to account for direct labor cost, rate table adjustments, or other inflationary increases. If that occurs, an adjustment to the billing rates and/or Fee will be computed based on remaining scope amount times the specific rate increase.
  - 2. If the period of service for the Tasks identified above is extended beyond 6 months or if the Project has stop/start iterations, the compensation amount for J-U-B's services may be appropriately adjusted to account for salary adjustments, extended duration of project management and administrative services, and/or costs related to stop/start cycles including necessary monitoring and communication efforts during inactive periods.
- C. CLIENT acknowledges that J-U-B will not be responsible for impacts to the schedule by actions of others over which J-U-B has no control.
- D. The following table summarizes the fees and anticipated schedule for the services identified in PART 2.

Task Number	Task Name	Fee Type	Amount	Anticipated Schedule
000	Project Management	Time and Materials (Estimated Amount Shown)	\$12,500	Concurrent with work progress
100	Trenchless Rehabilitation Project	<i>Reserved</i>	--	--
200	Open Trench Design (2024 OT)	Time and Materials	\$63,600	Final 2024 Project Design Documents by 4 months from date of agreement.

		(Estimated Amount Shown)		
200	Open Trench CMS (2024 OT)	Time and Materials (Estimated Amount Shown)	\$151,300	Concurrent with work progress.
300	Inflow and Infiltration Reduction	<i>Reserved</i>	--	--
400	C.2 Project CMS Continuation	Time and Materials (Estimated Amount Shown)	\$62,900	Concurrent with work progress.
400	C.12 Evaluation	Time and Materials (Estimated Amount Shown)	\$36,000	As mutually agreed to by CLIENT and J-U-B
500	Management Reserve	Time and Materials (Estimated Amount Shown)	\$50,000	As mutually agreed to by CLIENT and J-U-B
600	GIS Services	Under Separate Contract	--	--
700	Master Plan Updates	<i>Reserved</i>	--	--
999	Watermain Design (2024 OT)	Time and Materials (Estimated Amount Shown)	\$15,800	Concurrent with Task 200.
999	Watermain Construction Coordination (2024 OT)	Time and Materials (Estimated Amount Shown)	\$10,800	Concurrent with work progress.
999	Watermain Construction Coordination (C.2 Continuation)	Time and Materials (Estimated Amount Shown)	\$8,400	Concurrent with work progress.
<b>Total:</b>			<b>\$411,300</b>	

**Certification Concerning Boycott of Israel.** Pursuant to Idaho Code section 67-2346, J-U-B certifies that it is not currently engaged in, and will not for the duration of the Agreement engage in, a boycott of goods or services from Israel or territories under its control.

**Certification Concerning Government Ownership or Operation.** Pursuant to Idaho Code section 67-2359, J-U-B certifies that is not owned or operated by the government of China and will not for the duration of this contract.

- E. The above fees were developed from the Work Breakdown Structure (WBS) attached as Exhibit 1-X.
- F. Electronic deliverables provided to the CLIENT as part of the work described within this Attachment are subject to the provisions of J-U-B's "electronic document/data limited license" found at [edocs.jub.com](http://edocs.jub.com)

**Exhibit(s):**

- Exhibit 1-X: Work Breakdown Structure
- Standard Exhibit A: Construction Phase Services

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*For internal J-U-B use only:*

PROJECT LOCATION (STATE): Idaho

TYPE OF WORK: City

R&D: Yes

GROUP: Choose an item.

PROJECT DESCRIPTION(S):

1. Sewer/Wastewater Collection/Disposal (S04)
2. Municipal/Utility Engineering (203)

# EXHIBIT 1-A: WORK BREAKDOWN STRUCTURE SUMMARY

## BASIS OF FEE ESTIMATE



J-U-B ENGINEERS, INC.



THE LANGDON GROUP



GATEWAY MAPPING INC.

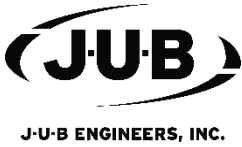
J-U-B FAMILY OF COMPANIES

**Project Title, Client:** FY 2023/2024 Collection System Project, City of Coeur d' Alene

**Project Number:** 20-24-011

**Prepared By:** CRB/JPW

Task Number	Subtask Number	Task/Subtask Name	Total Compensation
<b>000</b>		<b>Project Management</b>	<b>\$12,500</b>
000	001	Admin	\$12,500
<b>100</b>		<b>Trenchless Rehabilitation Project</b>	<b>\$0</b>
100	001	Trenchless Rehabilitation Project	\$0
<b>200</b>		<b>Open Trench Project</b>	<b>\$214,900</b>
200	001	Open Trench Design (2024 OT)	\$63,600
200	101	Open Trench Construction Management Services (2024 OT)	\$151,300
<b>300</b>		<b>Inflow and Infiltration Reduction</b>	<b>\$0</b>
300	001	Inflow and Infiltration Reduction	\$0
<b>400</b>		<b>Capital Improvement Projects</b>	<b>\$98,900</b>
400	101	C.2 Project Construction Management Services Continuation	\$62,900
400	102	C.12 Evaluation	\$36,000
<b>500</b>		<b>Management Reserve</b>	<b>\$50,000</b>
500	001	Management Reserve	\$50,000
<b>600</b>		<b>GIS Services</b>	<b>\$0</b>
600	001	GIS Services	\$0
<b>700</b>		<b>Master Plan Updates</b>	<b>\$0</b>
700	001	Master Plan Updates	\$0
<b>999</b>		<b>Watermain Design and CMS</b>	<b>\$35,000</b>
999	001	Watermain Design (2024 OT)	\$15,800
999	101	Watermain - Construction Coordination (2024 OT)	\$10,800
999	102	Watermain - Construction Coordination (C.2 Continuation)	\$8,400
<b>TOTAL</b>			<b>\$411,300</b>



J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES

Standard Exhibit A – Construction Phase Services

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties with respect to Services during the construction phase of the Project.

For the purposes of this exhibit, 'Agreement for Professional Services' and 'the Agreement' shall refer to the document entitled 'Agreement for Professional Services,' executed between J-U-B and CLIENT to which this exhibit and any other exhibits have been attached.

For the purposes of this exhibit, the term 'Contract Documents,' shall be defined as documents that establish the rights and obligations of the parties engaged in construction and include the Construction Agreement between CLIENT and contractor, Addenda (which pertain to the Contract Documents), contractor's bid (including documentation accompanying the bid and any post-bid documentation submitted prior to the notice of award) when attached as an exhibit to the Construction Agreement, the notice to proceed, the bonds, appropriate certifications, the General Conditions, the Supplementary Conditions, the Specifications and the Drawings, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and J-U-B's written interpretations and clarifications issued on or after the Effective Date of the Construction Agreement. Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents.

For the purposes of this exhibit, the term 'Work,' shall be defined as the entire construction or the various separately identifiable parts thereof required to be provided by the construction contractor under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction; all as required by the Contract Documents.

For the purposes of this exhibit, the term 'Site,' shall be defined as lands or areas indicated in the Contract Documents as being furnished by CLIENT upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by CLIENT which are designated for the use of contractor.

CONSTRUCTION PHASE SERVICES

J-U-B shall provide Construction Phase Services as agreed below. There is a "Yes" and "No" box to the left of each Service. If a box is marked "Yes", J-U-B agrees to perform the Service listed. If a box is marked "No", J-U-B undertakes no duty to perform the Service listed. If a duty or a condition of performance is listed below that is a responsibility of CLIENT, CLIENT's agreement to perform the same is assumed.

It is understood and agreed that J-U-B shall not, during the performance of Services, or as a result of observations of the Work in progress, supervise, direct, or have control over contractor(s) Work; nor shall J-U-B have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the Work of the contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s) furnishing and performing their Work or providing any health and safety precautions required by any regulatory agencies. Accordingly, J-U-B does not guarantee or warrant the performance of the construction contracts by contractor(s) nor assume responsibility of contractor(s) failure to furnish and perform their Work in accordance with the Contract Documents.

The CLIENT agrees that the general contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the CLIENT's contract with the general contractor. The CLIENT also agrees that the CLIENT, J-U-B and J-U-B's subconsultants shall be indemnified by the general contractor in the event of general contractor's failure to assure jobsite safety and shall be named as additional insureds under the general contractor's policies of general liability insurance.

Construction Phase

After receiving written authorization from CLIENT to proceed with the construction phase, J-U-B may provide the following Services with respect to this part of the Project:

- 1. General Administration of the Contract Documents. Consult with, advise, and assist CLIENT in J-U-B's role as CLIENT's representative. Relevant J-U-B communications with contractor shall be imputed to the CLIENT. Nothing contained in this Standard Exhibit B creates a duty in contract, tort, or otherwise to any third party; but, instead, the duties defined herein are performed solely for the benefit of the CLIENT. CLIENT shall agree to include this language in any such agreements it executes with contractor, subcontractors or suppliers.
2. Pre-Construction Conference. Participate in a pre-construction conference.

3. *Visits to Site and Observation of Construction / Resident Project Representative (RPR) Services.* In connection with observations of the Work while it is in progress:
- Yes  
 No
- a. Periodic Site Visits by J-U-B.* Make visits to the Site at intervals appropriate to the various stages of construction, as J-U-B deems necessary, to observe as an experienced and qualified design professional the progress and quality of the Work. Such visits and observations, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to J-U-B in this Agreement, but rather are to be limited to spot checking, coordination of selective sampling done by others, and similar methods of general observation of the Work based on J-U-B's exercise of professional judgment as assisted by the RPR, if any. Based on information obtained during such visits and observations, J-U-B will determine in general, for the benefit of CLIENT, if the Work is proceeding in accordance with the Contract Documents, and J-U-B shall keep CLIENT informed of the progress of the Work.
- Yes  
 No
- b. Resident Project Representative ("RPR").* When requested by CLIENT, provide the Services of a RPR at the Site to provide more extensive observation of the Work. Duties, responsibilities, and authority of the RPR, are as set forth in the section entitled Resident Project Representative, herein. Through more extensive observations of the Work and field checks of materials and equipment by RPR, J-U-B shall endeavor to provide further protection to the CLIENT against defects and deficiencies in the Work. The furnishing of such RPR's Services will not extend J-U-B's responsibilities or authority beyond the specific limits set forth elsewhere in this Agreement.
- Yes  
 No
4. *Defective Work.* Recommend to CLIENT that the Work be disapproved and rejected while it is in progress if J-U-B believes that such Work does not conform generally to the Contract Documents or that the Work will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.
- Yes  
 No
5. *Clarifications and Interpretations; Field Orders.* Recommend to CLIENT necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the Work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Based on J-U-B's recommendations, CLIENT may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.
- Yes  
 No
6. *Change Orders, and Work Change Directives.* Recommend to CLIENT Change Orders or Work Change Directives, as appropriate, and prepare required documents for CLIENT consideration. CLIENT may issue Change Orders or Work Change Directives authorizing variations from the requirements of the Contract Documents.
- Yes  
 No
7. *Shop Drawings and Samples.* Review or take other appropriate action in respect to Shop Drawings, Samples, and other data that contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews or other action shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.
- Yes  
 No
8. *Substitutes.* Consult with and advise CLIENT concerning, and determine the acceptability of, substitute materials and equipment proposed by contractor.
- Yes  
 No
9. *Inspections and Tests.* Make recommendations to CLIENT concerning special inspections or tests of the Work, and the receipt and review of certificates of inspections, testing, and approvals required by laws and regulations and the Contract Documents (but only to determine generally that the results certified indicate compliance with the Contract Documents).
- Yes  
 No

- Yes  
 No
10. *Disagreements between CLIENT and Contractor.* Assist CLIENT in rendering formal written decisions on claims of CLIENT and contractor relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Work. In assisting in such decisions, J-U-B shall not be liable in connection with any decision rendered in good faith.
- Yes  
 No
11. *Applications for Payment.* Based on J-U-B's on-site observations as an experienced and qualified design professional, and upon written request of CLIENT, review Applications for Payment and the accompanying supporting documentation. Assist CLIENT in determining the amounts owed to contractor and, if requested by CLIENT, recommend in writing to CLIENT that payments be made to contractor in such amounts. Such recommendations of payment will constitute a representation to CLIENT that, to the best of J-U-B's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of such Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, and subject to any subsequent tests called for in the Contract Documents or to any other qualification stated in the recommendation), and the conditions precedent to contractor's being entitled to such payments appear to have been fulfilled insofar as it is J-U-B's responsibility to observe the Work. In the case of unit price Work, J-U-B's recommendation of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Contract Documents). By recommending any payment and after reasonable inquiry, J-U-B shall not thereby be deemed to have represented that exhaustive, continuous, or detailed reviews or examinations have been made by J-U-B to check the quality or quantity of the Work as it is furnished and provided beyond the responsibilities specifically assigned to J-U-B in this Agreement and the Contract Documents. J-U-B's review of the Work for the purposes of recommending payments will not impose on J-U-B the responsibility to supervise, direct, or control such Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or contractor's compliance with laws and regulations applicable to its furnishing and performing the Work. J-U-B's review will also not impose responsibility on J-U-B to make any examination to ascertain how or for what purposes contractor has used monies paid to contractor by CLIENT; to determine that title to any of the Work, including materials or equipment, has passed to CLIENT free and clear of any lien, claims, security interests, or encumbrances; or that there may not be other matters at issue between CLIENT and contractor that might affect the amount that should be paid.
- Yes  
 No
12. *Contractor's Completion Documents.* Receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals, Shop Drawings, Samples, other data approved, and the annotated record documents which are to be assembled by contractor in accordance with the Contract Documents (such review will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspection, tests, or approvals indicates compliance with, such Contract Documents); transmit them to CLIENT with written comments.
- Yes  
 No
13. *Substantial Completion.* Promptly after notice from CLIENT that contractor considers the Work for this part of the Project is ready for its intended use, in company with CLIENT and contractor, conduct a site visit to determine if the Work is substantially complete. Provide recommendation to CLIENT relative to issuance of Certificate of Substantial Completion.
- Yes  
 No
14. *Final Notice of Acceptability of the Work.* Assist CLIENT in conducting a final inspection to determine if the completed Work is acceptable so that J-U-B may recommend, in writing, that final payment be made to contractor.
- Yes  
 No
15. *Additional Tasks.* Perform or provide the following additional construction phase tasks or deliverables as delineated in Attachment 1 – Scope of Services and/or Schedule and/or Basis of Fee, which is included with the Agreement.

*General Limitation of Responsibilities.* J-U-B shall not be responsible for the acts or omissions of any contractor or of any of their subcontractors, suppliers, or any other individual or entity performing or furnishing any of the Work. J-U-B shall not be responsible for failure of any contractor to perform or furnish the Work in accordance with the Contract Documents. CLIENT shall agree to include this language in any such agreements it executes with contractor, subcontractors or suppliers.

J-U-B's Construction Phase Services will be considered complete on the date of Final Notice of Acceptability of the Work.

Post-Construction Phase

After receiving authorization from CLIENT to proceed with the post-construction phase, J-U-B may:

- Yes  
 No
- 1. *Testing/Adjusting Systems.* Provide assistance in connection with the testing and adjusting of equipment or systems.
- Yes  
 No
- 2. *Operate/Maintain Systems.* Assist CLIENT in coordinating training for CLIENT's staff to operate and maintain equipment and systems.
- Yes  
 No
- 3. *Control Procedures.* Assist CLIENT in developing procedures for control of the operation and maintenance of, and recordkeeping for, equipment and systems.
- Yes  
 No
- 4. *O&M Manual.* Assist CLIENT in preparing operating, maintenance, and staffing manuals.
- Yes  
 No
- 5. *Defective Work.* Together with CLIENT, visit the Project to observe any apparent defects in the Work, assist CLIENT in consultations and discussions with contractor concerning correction of any such defects, and make recommendations as to replacement or correction of Defective Work, if present.
- Yes  
 No
- 6. *Record Surveying.* Provide field surveying of readily accessible elements of the final completed construction to supplement the preparation of Record Drawings.
- Yes  
 No
- 7. *Record Drawings.* Furnish a set of reproducible prints of Record Drawings showing significant changes made during the construction process, based on the annotated record documents for the Project furnished by the contractor.
- Yes  
 No
- 8. *Warranty Inspection.* In company with CLIENT or CLIENT's representative, provide an inspection of the Project within one month before the end of the contractor correction period to ascertain whether any portion of the Work is subject to correction.
- Yes  
 No
- 9. *Additional Tasks.* Perform or provide the following additional post-construction phase tasks or deliverables as listed in Attachment 1 - Scope of Services and/or Schedule and/or Basis of Fee, which is included with the Agreement.

The Post-Construction Phase Services may commence during the construction phase and, if not otherwise modified by the mutual agreement of CLIENT and J-U-B, will terminate at the end of the correction period.



## CONSTRUCTION PHASE ADDITIONAL SERVICES

If authorized by CLIENT and expressly agreed by J-U-B; or, if performed by J-U-B with the knowledge of the CLIENT after the signing of the Agreement for Professional Services, J-U-B shall furnish or obtain from others Additional Services of the types listed in this paragraph:

1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by CLIENT if the resulting change in compensation for Construction Phase Services is not commensurate with the Services rendered; Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitutions proposed by contractor and Services after the award of the contract; Services in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by contractor; and Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of material equipment, or energy shortages.
2. Services involving out-of-town travel required of J-U-B other than visits to the Site or CLIENT's office.
3. Assistance in connection with bid protests, rebidding, or renegotiating the Construction Agreement.
4. Services in connection with any partial utilization of the Work by CLIENT prior to Substantial Completion.
5. Additional or extended Services during construction of the Work made necessary by (a) emergencies or acts of God endangering or delaying the Work, (b) the discovery of constituents of concern, (c) Work damaged by fire or other cause during construction, (d) a significant amount of defective Work, (e) acceleration of the progress schedule involving Services beyond normal working hours, and (f) default by contractor, including extensions of the construction period.
6. Evaluating an unreasonable number of claims submitted by contractor or others in connection with the Work.
7. Protracted or extensive assistance in refining and adjusting any equipment or system (such as initial startup, testing, adjusting, and balancing).
8. Services or consultations after completion of the construction phase, such as excessive inspections during any correction period and reporting observed discrepancies under guarantees called for in the Construction Agreement for the Work (except as agreed to under Construction Phase Services).
9. Preparing to serve or serving as a consultant or witness for CLIENT in any litigation, arbitration, or other legal or administrative proceeding involving the Project to which J-U-B has not been made a party.
10. Additional Services in connection with the Work, including Services which are to be furnished by CLIENT and Services not otherwise provided for in this Agreement.

## RESIDENT PROJECT REPRESENTATIVE

If provided as part of Construction Phase Services, J-U-B shall furnish a Resident Project Representative ("RPR"), assistants, and other field staff to assist J-U-B in observing progress and quality of the Work. The RPR, assistants, and other field staff will provide full-time representation or, if specifically directed by the CLIENT, may provide representation to a lesser degree. RPR is J-U-B's Project Engineer (J-U-B PE) or J-U-B Project Manager (J-U-B PM) representative at the Site, will act as directed by and under the supervision of J-U-B PE or J-U-B PM, and will confer with J-U-B PE or J-U-B PM regarding RPR's actions. The J-U-B PE or J-U-B PM will serve as the official liaison with the CLIENT and the contractor. .

Through such additional observations of the Work and field checks of materials and equipment by the RPR and assistants, J-U-B shall endeavor to identify defects and deficiencies in the Work. It is understood and agreed that J-U-B shall not, during the performance of Services, or as a result of observations of the Work in progress, supervise, direct, or have control over contractor(s)' Work; nor shall J-U-B have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the Work of the contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s) furnishing and performing their Work or providing any health and safety precautions required by any regulatory agencies. Accordingly, J-U-B does not guarantee or warrant the performance of the construction contracts by contractor(s) nor assume responsibility of contractor(s)' failure to furnish and perform their Work in accordance with the Contract Documents.

The RPR's duties under this Agreement shall be strictly limited to the following:

1. *General.* RPR is J-U-B's agent at the Site, will act as directed by and under the supervision of J-U-B, and will confer with J-U-B regarding RPR's actions.
2. *Schedules.* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by contractor and consult with the J-U-B PE or PM, who will communicate with the CLIENT concerning acceptability of such schedules.

3. *Conferences and Meetings.* Attend meetings with the J-U-B PE or J-U-B PM and contractor, such as preconstruction conferences, progress meetings, job conferences, and other project-related meetings (but not including Contractor's safety meetings).
4. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
5. *Liaison*
  - a) Serve as J-U-B PE or J-U-B PM's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.
  - b) Assist J-U-B PE or J-U-B PM in serving as CLIENT's liaison with Contractor when Contractor's operations affect CLIENT's on-Site operations.
  - c) Assist in obtaining from CLIENT additional details or information, when required for proper execution of the Work.
6. *Interpretation of Contract Documents.* Report to J-U-B PE or J-U-B PM when clarifications and interpretations of the *Contract Documents are needed.*
7. *Shop Drawings and Samples.* Receive and record date of receipt of reviewed Samples and Shop Drawings.
8. *Modifications.* Assist the J-U-B PE or J-U-B PM in the evaluation of contractor's suggestions for modifications to Drawings or Specifications and report to CLIENT. Transmittal to contractor of written decisions as issued by J-U-B will be in writing.
9. *Review of Work and Rejection of Defective Work.*
  - a) Conduct on-site observations of the Work to assist J-U-B in determining if the Work is, in general, proceeding in accordance with the Contract Documents.
  - b) Report to J-U-B PE or J-U-B PM whenever RPR believes that any part of the Work in progress will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents; has been damaged; or does not meet the requirements of any inspection, test, or approval required to be made. The J-U-B PE or J-U-B PM will then advise CLIENT of that part of the Work that J-U-B believes should be corrected, rejected, or uncovered for observation, or that requires special testing, inspection, or approval.
10. *Inspections, Tests, and System Startups.*
  - a) Advise J-U-B PE or J-U-B PM in advance of scheduled major inspections, tests, and system start-ups for important phases of the Work.
  - b) Verify that tests, equipment, and system start-ups and operating and maintenance training is conducted in the presence of appropriate personnel (as determined by the CLIENT) and that contractor maintain adequate records thereof.
  - c) Observe, record, and report to J-U-B PE or J-U-B PM appropriate details relative to the test procedures and system start-ups.
  - d) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to J-U-B PE or J-U-B PM.

Nothing in this Agreement will be construed to require RPR to conduct inspections
11. *Records.*
  - a) Maintain orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, J-U-B's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals, and other Project-related documents.
  - b) When on site, prepare a daily report or keep a diary or log book, generally documenting contractor's and subcontractors' hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; furnish copies of such records to J-U-B PE or J-U-B PM.

- c) Obtain from the contractor an accurate, up-to-date lists of the names, addresses, e-mail addresses, and telephone numbers of all contractors, subcontractors, and major suppliers of materials and equipment.
- d) Maintain records for use in preparing documentation of the Work.
- e) Upon completion of the Work with respect to the Project, furnish a complete set of all RPR Project documentation to designated recipients.

12. *Reports.*

- a) Furnish to J-U-B PE or J-U-B PM periodic reports as required of progress of the Work and of contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b) Present to J-U-B PE or J-U-B PM proposed Change Orders, Work Change Directives, and Field Orders.
- c) Furnish to J-U-B PE or J-U-B PM copies of all inspection, test, and system startup reports.
- d) Report immediately to J-U-B PE, J-U-B PM, and CLIENT the occurrence of any Site accidents, emergencies, natural catastrophes endangering the Work, possible force majeure or delay events, property damaged by fire or other causes, and the discovery or presence of any constituents of concern.

13. *Payment Request:* Review Applications for Payment with contractor for compliance with the established procedure for their submission and forward with recommendations to J-U-B PE OR J-U-B PM, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site, but not incorporated in the Work.

14. *Certificates, Operation and Maintenance Manuals.* During the course of the Work, obtain and collate materials and equipment certificates, operation and maintenance manuals, and other data required by the Contract Documents to be assembled and furnished by contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to J-U-B PE or J-U-B PM for review.

15. *Completion.*

- a) Participate in J-U-B PE or PM's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.
- b) Participate in J-U-B PE or PM's visit to the Site in the company of CLIENT and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.

Observe whether all items on the final punch list have been completed or corrected, and make recommendations to J-U-B PE or PM concerning acceptance and issuance of the Notice of Acceptability of the Work

The RPR shall not:

- 1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
- 2. Exceed limitations of J-U-B's authority as set forth in the Agreement for Professional Services.
- 3. Undertake any of the responsibilities of contractor, subcontractors, suppliers, or contractor's superintendent.
- 4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction or of the Work, unless such advice or directions are specifically required by the Contract Documents.
- 5. Advise on, issue directions regarding, or assume control over safety practices, precautions, and programs in connection with the activities or operations of CLIENT or contractor.
- 6. Participate in specialized field or laboratory tests or inspections conducted by others, except as specifically authorized by J-U-B PE or J-U-B PM.
- 7. Accept Shop Drawing or Sample submittals from anyone other than J-U-B.
- 8.. Authorize CLIENT to occupy the Work in whole or in part.

## **CLIENT'S RESPONSIBILITIES**

Except as otherwise provided herein or in the Agreement for Professional Services, CLIENT shall do the following in a timely manner so as not to delay the Services of J-U-B and shall bear all costs incident thereto:

1. Provide, as may be required for the Project, such legal services as CLIENT may require or J-U-B may reasonably request with regard to legal issues pertaining to the Project, including any that may be raised by contractor.
2. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings and Substantial Completion, final payment, and other inspections.
3. Give prompt written notice to J-U-B whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of J-U-B's Services, or any defect or nonconformance in J-U-B's Services or in the Work of any contractor.
4. Render all final decisions related to: 1) changes or modifications to the terms of the construction contract, 2) acceptability of the Work, and 3) claims or Work stoppages.
5. Unless included in J-U-B Scope of Services, provide construction staking and materials testing services for the project.

The Client agrees to require all contractors of any tier to carry statutory Workers Compensation, Employers Liability Insurance and appropriate limits of Commercial General Liability Insurance (CGL). The Client further agrees to require all contractors to have their CGL policies endorsed to name the Client, the Consultant and its sub-consultants as Additional insureds, on a primary and noncontributory basis, and to provide Contractual Liability coverage sufficient to insure the hold harmless and indemnity obligations assumed by the contractors. The Client shall require all contractors to furnish to the Client and the Consultant certificates of insurance as evidence of the required insurance prior to commencing work and upon renewal of each policy during the entire period of construction. In addition, the Client shall require that all contractors will, to the fullest extent permitted by law, indemnify and hold harmless the Client, the Consultant and its sub-consultants from and against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the Project, including all claims by employees of the contractors.

## **INDEMNIFICATION**

In addition to any other limits of indemnification agreed to between the Parties, CLIENT agrees to indemnify and hold harmless J-U-B, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work. This is to include, but not to be limited to any such claim, cost, loss, or damage that is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom to the extent caused by any negligent act or omission of contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable, as well as any general, special or other economic damages resultant from Work stoppages or delays that are caused in whole or part by J-U-B's exercise of the rights and duties as agreed herein (Construction Phase Services).

CLIENT agrees that CLIENT will cause to be executed any such agreements or contracts with contractors, subcontractors or suppliers to effectuate the intent of this part before any Work is commenced on the Project; if CLIENT negligently fails to do so, CLIENT agrees to fully indemnify J-U-B from any liability resulting therefrom, to include, but not to be limited to, all costs relating to tendering a defense to any such claims made.

**GENERAL SERVICES/PUBLIC WORKS COMMITTEE  
STAFF REPORT**

**DATE:** OCTOBER 23, 2023  
**FROM:** LARRY PARSONS, UTILITY PROJECT MANAGER  
**SUBJECT:** APPROVAL AND AWARD OF CONTRACT FOR THE PURCHASE OF A  
2024 CAT TELEHANDLER (FORKLIFT)

---

**DECISION POINT:** Should Council approve the purchase of a new CAT Telehandler (forklift) through Sourcewell, a cooperative purchasing program approved by the City, and award a contract to Western States Equipment for the purchase in the amount of \$159,023.11?

**HISTORY:** The Wastewater Department, in keeping with its regular equipment replacement schedule, identified the need to replace an aging Telehandler in the FY 2023-2024 Wastewater Operating Fund budget. This purchase will be made through Sourcewell, an approved cooperative purchasing program. Sourcewell meets the requirements of Idaho Code § 67-2807 as it obtains its prices through a competitive bidding process. The Legal Department has reviewed this proposed purchase and has concluded that it meets the requirements of State law and the City's purchasing policy.

**PERFORMANCE ANALYSIS:** The Wastewater Department uses this type of forklift on a daily basis. It is the main mode of offloading and loading all types of chemical cargo, pumps, etc., used throughout the treatment plant. The new Telehandler will replace the old 2004 machine currently in use. Parts for the 2004 Telehandler are difficult to find and the machine has reached the end of its useful safe life. The Wastewater Department previously purchased a similar unit from Western States Equipment and is satisfied with its performance and reliability.

**FINANCIAL ANALYSIS:** Funding for this purchase is available within the Replacements Section of the approved 2023-2024 City of Coeur D'Alene Wastewater Operating Fund budget. The quote (\$159,023.11) is lower than the amount budgeted in line item # 031-058-4354-7541 (\$175,000.00) and, therefore the approval of this purchase will not increase the total Capital Outlay under the Wastewater Operating Budget.

**RECOMMENDATION:** Council should approve the purchase of a new 2024 CAT Telehandler through Sourcewell, an approved cooperative purchasing program, and award a contract to Western States Equipment for the purchase in the amount of \$159,023.11.



**SALES AGREEMENT**

AGREEMENT: Q000335574-1

AGREEMENT DATE: 9/15/2023

AGREEMENT EXPIRES: 10/15/2023

WAREHOUSE: Hayden Machine Sales

CUSTOMER NO.: 1055800

CUSTOMER PO:

SALESMAN: Jeff D Shaw

208-659-3003

Jeff.Shaw@wseco.com

Hayden  
10780 N Highway 95 Hayden, ID 83835  
208.762.6690

**SOLD TO:**

City Of Coeur D'Alene  
710 E Mullan Ave  
Coeur d Alene, ID 83814-3958

**SHIP TO:**

Office  
710 E Mullan Ave  
Coeur d Alene, ID 83814-3958

**ITEM DESCRIPTION**

**PRICE**

Caterpillar TL642-05 S/N: TBD	\$159,023.11
<ul style="list-style-type: none"> <li>● New Warranty - 60 mo 2,000 hrs - POWERTRAIN + HYDRAULICS + TECH</li> <li>● Delivery Freight</li> <li>● EMS Basic - 1 Yr / 500 Hr Parts Only Preventative Maintenance Kit.</li> </ul>	

**Notes**

Before Tax Balance	\$159,023.11
Sales Tax	\$0.00
Trade Payoff	\$0.00
Downpayment	\$0.00
<b>Net Due</b>	<b>\$159,023.11</b>

**Western States Equipment**

**City Of Coeur D'Alene**

Order Received by \_\_\_\_\_

Approved and Accepted by \_\_\_\_\_

Title Regional Sales Manager Date \_\_\_\_\_

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 initialing 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.



**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 Coeur D'Alene			OWNER PHONE	
OWNER ADDRESS, CITY and ZIP CODE 710 E Mullan Ave Coeur d Alene, ID 83814-3958				
EXTENDED WARRANTY COVERAGE New Warranty - 60 mo 2,000 hrs & POWERTRAIN + HYDRAULICS + TECH				
MODEL	PRODUCT DESCRIPTION	HOURLY METER	SERIAL NUMBER	DELIVERY DATE

**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.



# SALES AGREEMENT

NO.: Q000335574-1

## EQUIPMENT DETAILS

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6019597 TL642 05A TELEHANDLER CFG1	6022295 FRAME, STABILIZER, NONE
6022274 PREPARATION PACK, AM-N	5599838 STEERING, STANDARD
5655064 RIDE CONTROL	6022331 CAB, ENCLOSED, AC+ HEAT
6025010 CLIMATE PACK, COLD WEATHER,HRC	5955293 HEATER, ENGINE BLOCK, 120V
5539349 WINDOW,REAR, EXT RELEASE, ANSI	4700859 BELT, SEAT, 3"
4765226 MONITOR, NONE	4727832 LEVER, MANUAL, FNR/WIPERS/IND
4853311 ALARM, BACK-UP, STANDARD	5159736 SUN SCREEN, ROOF, NONE
4636856 TIRES, 13.00-24, CAT, G2, FOAM	4852360 FENDERS, SINGLE
4846334 COUPLER, MANUAL, IT	6022908 LOAD CHART, ANSI, STANDARD
4837766 INSTRUCTIONS, ANSI	0P3917 TL642 NORTH AMERICAN ORDER
6024694 MANUAL, O&M, ENGLISH	5666803 WORKLIGHTS,LED, A/C COMPATIBLE
5004484 USB CHARGING POINT	5013002 PRODUCT LINK, CELLULAR PL641
4812709 BOOM BRUSH	4716158 WASHER/WIPER, REAR
3019758 CARRIAGE, STANDARD 72"	6088072 FORK, DUAL TAPER 2" X 6" X 72"
4809194 SENSOR, BOOM ANGLE, STD	



OTHER BUSINESS

**GENERAL SERVICES/PUBLIC WORKS COMMITTEE  
STAFF REPORT**

**DATE:** OCTOBER 23, 2023  
**FROM:** CHRIS BOSLEY – CITY ENGINEER  
**SUBJECT:** RAMSEY ROAD SIGNAL UPGRADES STATE/LOCAL AGREEMENT

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**DECISION POINT:** Should Council approve a State/Local Agreement for design of the Ramsey Road traffic signal upgrades and an initial payment of \$5,000.00?

**HISTORY:** In September 2023, the City was awarded a \$1,235,158.00 grant to upgrade traffic signals on Ramsey Road and construct a new traffic signal at Wilbur Avenue. Upgrades will include detection, ADA improvements, and coordination between signals to improve traffic flow. The grant will be administered by the Local Highway Technical Assistance Council (LHTAC). With design occurring over the next year, construction is anticipated for the following year (2025). The State/Local Agreement is needed to begin the process.

**FINANCIAL ANALYSIS:** The City’s estimated match requirement for the LHSIP grant is 7.34% of the projected \$1,333,000.00 total project cost, or \$97,842.00. A \$5,000.00 initial payment is required to begin this project and funding has been included in the Streets & Engineering’s Capital Projects Fund.

**PERFORMANCE ANALYSIS:** Approval of this agreement will allow LHTAC to contract with a consultant to begin the design process.

**DECISION POINT/RECOMMENDATION:** Council should approve the State/Local Agreement for design of the Ramsey Road traffic signal upgrades and an initial payment of \$5,000.00.

**STATE/LOCAL AGREEMENT  
(PROJECT DEVELOPMENT)  
PROJECT NO. A024(276)  
RAMSEY RD SIGNAL UPGRADES  
KOOTENAI COUNTY  
KEY NO. 24276**

**PARTIES**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the IDAHO TRANSPORTATION BOARD, by and through the **IDAHO TRANSPORTATION DEPARTMENT**, hereafter called the State, and the **CITY OF COEUR D'ALENE**, acting by and through its **MAYOR AND COUNCIL**, hereafter called the Sponsor.

**PURPOSE**

The Sponsor has requested that the State include in its Idaho Transportation Investment Program Federal-Aid Project No. A024(276), described as Ramsey Rd Signal Upgrades. Project development is to be performed by Sponsor's staff/Consultant Engineers. The purpose of this Agreement is to set out the terms and conditions to accomplish the project development phase of this project.

**NOTE:** Securing the services of a consultant for project development services must follow the process outlined in the Idaho Transportation Department Guidelines for Local Public Agency Projects.

Since certain functions under this Agreement are to be performed by the State, requiring the expenditure of funds, and since the State can only pay for work associated with the State Highway System, the Sponsor is fully responsible for all costs incurred by the State related to the project.

Authority for this Agreement is established by Section 40-317 of the Idaho Code.

The Parties agree as follows:

**SECTION I. GENERAL**

1. It is necessary to develop construction plans and specifications in order that federal participation may be obtained in the construction costs of the project. Federal-aid for project development and right of way is available on this project.
2. Federal participation in the project is at the rate of 92.66%; local participation is 7.34%. Scheduled funding for this project is listed in the approved Idaho Transportation Investment Program, and subsequent revisions. Current estimated funding is as follows:
  - a. Project Development - \$216,000  
(PE-\$5,000, PL-\$39,000, PC-\$172,000)
  - b. Right-of-Way - \$0
  - c. Utilities - \$0
  - d. Construction Engineering - \$216,000  
(CE-\$5,000, CL-\$39,000, CC-\$172,000)
  - e. Construction - \$901,000
  - f. Total Estimated Project Costs - \$1,333,000
3. The Sponsor's match for this project will be provided in cash in the amount of 7.34 percent of the entire project (current estimate \$97,842).
4. Funds owed by the Sponsor shall be remitted to the State through the ITD payment portal at:  
<https://apps.itd.idaho.gov/PayITD> .
5. This project shall be designed to State Standards as defined in the current version of the Idaho Transportation Department's Design Manual, or as subsequently revised. The current version of the Design Manual can be viewed at the following web site:  
<http://itd.idaho.gov/manuals/ManualsOnline.htm>.
6. All information, regulatory and warning signs, pavement or other markings, and traffic signals required and warranted will be developed as a part of the plans, regardless of whether the work is done as a portion of the contract or by the Sponsor's forces.

7. If the project is terminated by the Sponsor prior to completion, the Sponsor shall repay to the State all federal funds received for the project, and shall be liable to the State for any un-reimbursed incidental expenses as provided for in Section II, Paragraph 1 of this Agreement.
  
8. Sufficient Appropriation. It is understood and agreed that the State and the Sponsor are governmental agencies, and this Agreement shall in no way be construed so as to bind or obligate the State or the Sponsor beyond the term of any particular appropriation of funds by the Federal Government or the State Legislature as may exist from time to time. The State and the Sponsor reserve the right to terminate this Agreement if, in its sole judgment, the Federal Government or the legislature of the State of Idaho fails, neglects or refuses to appropriate sufficient funds as may be required for the State to continue payments. Any such termination shall take effect immediately upon notice and be otherwise effective as provided in this Agreement.

**SECTION II.** That the State shall:

1. Provide the following services incidental to the project development:
  - a. Review Preliminary Environmental Evaluation and recommend other appropriate environmental documentation.
  - b. Furnish to the engineers copies of materials test reports and other data applying to the project and available to the State.
  - c. Provide a hearing officer to conduct a formal public hearing as necessary.
  - d. File with the Federal Highway Administration applications for exceptions to AASHTO Standards when appropriate and for government land withdrawals for rights-of-way and airport clearance.

- e. If requested by the Sponsor, assist in negotiations with public carriers and utilities for agreements on behalf of the Sponsor.
  - f. Review the Consultant plans, estimates, reports and environmental studies, and issue notice of approval.
  - g. Supply roadway summary sheets and such standard drawings as may be required to supplement the plans.
  - h. Print and assemble plans, special provisions, specifications and contracts.
  - i. Advertise for bids and let the construction contract. Prior to construction, the parties will enter into a separate agreement covering responsibilities of the parties relating to construction.
2. Within sixty (60) days of receipt of appropriate documentation from the Sponsor showing expenditure of funds for project development, reimburse the Sponsor for eligible expenses at the approved Federal-aid rate.
  3. Bill the Sponsor for costs incurred by the State under this Agreement for project development, if those costs exceed the amount set out in Section III, Paragraph 1.
  4. Bill the Sponsor for any federal funds to be repaid by the Sponsor if the project is terminated by the Sponsor prior to completion, and the Sponsor has been reimbursed with federal funds for preliminary engineering and/or right-of-way acquisition.
  5. Appoint the Local Highway Technical Assistance Council as the contract administrator for the State.

**SECTION III.** That the Sponsor shall:

1. Pay to the State, before the State begins the incidental services referred to in Section II, Paragraph 1, the sum of **FIVE THOUSAND DOLLARS (\$5,000)**, estimated to be the total expense to the State referred to in Section I, Paragraph 2. In addition, pay to the State the cost of all incidental services provided by the State upon

*State/Local Agreement (PD)  
 Ramsey Rd Signal Upgrades  
 Key No. 24276  
 Page 4*

receipt of the billing provided for in Section II, Paragraph 3. These funds will be credited towards the Sponsor's match on the project.

2. Sponsor warrants that it will repay any federal reimbursements on this project if the project is terminated by the Sponsor prior to completion.
3. With the assistance of the State, hire a consultant for development of the project.
4. Make timely payment of all consultant invoices throughout the design of the project. Periodically the Sponsor may submit allowable Consultant invoices and receipts to the State showing payment of same. The State will reimburse the Sponsor for eligible expenses less the Sponsor's match.
5. Advertise for and hold a formal public hearing if required in accordance with the Idaho Open Meetings Law.
6. Coordinate the relocation of utilities within the right-of-way of the project. Federal-aid utility relocations will be processed in accordance with the applicable provisions of 23 CFR and the Sponsor's utility policies and procedures.
7. Right of Way
  - a. Acquire all rights-of-way and easements needed to provide for construction and maintenance of the project.
  - b. Employ an approved certified general appraiser to complete all appraisals and an independent certified general appraiser to review appraisals required for the project unless the property value meets the requirements in Idaho Code Section 54-4105(5) and 45 CFR 24.102.
  - c. Review the appraisal reviewer's statement of the estimated fair market value and approve an amount to be just compensation for each parcel to be acquired.
  - d. Provide a monthly right-of-way status report (ITD-2161), and forward it to the project manager.

- e. Before initiating negotiations for any real property required for right-of-way, establish, in writing, an amount considered to be just compensation, under Idaho law, Federal Regulations or any other applicable law, and make a prompt offer to acquire the property for the full amount established.
- f. Make a good faith effort, in accordance with Real Property Acquisition Policies Act of 1970, to acquire the real property by negotiation. Employ a State Approved Negotiator if necessary.
- g. Inform the property owner, in those cases where he indicates a willingness to donate a portion of his real property for rights-of-way, of all his rights including his right to full compensation in money for land and damages, if any, in accordance with Idaho Code.
- h. Provide relocation assistance and payments for any displaced person, business, farm operation, or nonprofit organization in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970; 49 CFR 24; 23 CFR 710; the Idaho Real Property Acquisition Act of 1971; Title 40, Chapter 20; and Title 58, Chapter 11; Idaho Code, as amended, and regulations promulgated thereunder. No individual or family shall be displaced until decent, safe and sanitary replacement housing is available to the relocatees for immediate occupancy. In addition, advise the State of any relocations required by the project and upon request of the State, authorize the State to negotiate on the Sponsor's behalf for all relocation assistance and payments, the cost of which will be assumed by the Sponsor at the time of negotiation.
- i. Ensure to the greatest extent practicable that no person lawfully occupying the real property shall be required to move from his home, farm or business without at least ninety (90) days written notice prior to advertisement of the project.



8. Before advertisement for bids, provide a certification that all rights-of-way, easements, permits, materials sources and agreements necessary for the construction of the project have been acquired in accordance with the provisions of this Section. Provide a value of any right-of-way donations obtained, which may be credited as a matching share.
9. Evaluate the impact the project might have on the quality of the human environment and prepare and furnish to the State an environmental evaluation that includes cultural resources and any other documentation required by the National Environmental Policy Act.
10. At all required public hearings, furnish all necessary exhibits and provide for a representative of the Sponsor to describe the project; present information about the location and design, including alternates; discuss the tentative schedules for rights-of-way acquisitions and construction; discuss the Sponsor's relocation assistance program; discuss the economic, sociological, and environmental effects of the project; and answer all questions concerning the project.
11. Comply with Attachment 1 attached hereto and made a part hereof. By this agreement Sponsor agrees to comply with and be bound to the Civil Rights provisions of Title VI of the Federal Code and to generally insert those provisions in all contracts that it enters into that are federally funded on this project. If property acquired for this project with Federal financial assistance is transferred, the recipient of the property will be subject to Attachment 1 if the property is used for the same purpose it was originally acquired or for another purpose involving similar services or benefits to the general public. Sponsor should contact the State prior to disposing of any property acquired under this agreement.
12. Maintain all project records, including source documentation for all expenditures and in-kind contributions, for a period of three (3) years from the date of final acceptance. If any litigation, claim, negotiation, or audit has been started before expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues that arise from it.

13. Comply with all other applicable State and Federal regulations.

**EXECUTION**

This Agreement is executed for the State by its Division Administrator, and executed for the SPONSOR by the MAYOR AND COUNCIL, attested to by the CITY CLERK, with the imprinted Corporate Seal of the CITY OF COEUR D'ALENE.

**IDAHO TRANSPORTATION DEPARTMENT**

\_\_\_\_\_  
Division Administrator

**ATTEST:**

**CITY OF COEUR D'ALENE**

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

(SEAL)

By regular/special meeting  
on \_\_\_\_\_.

cs: 24276 SLA PD

## ATTACHMENT 1

### 1050.20 Appendix A:

During the performance of work covered by this Agreement, the Consultant for themselves, their assignees and successors in interest agree as follows:

1. **Compliance With Regulations.** The Consultant shall comply with all regulations of the United States Department of Transportation relative to Civil Rights, with specific reference to Title 49 CFR Part 21, Title VI of the Civil Rights Act of 1964 as amended, and Title 23 CFR Part 230 as stated in the ITD EEO Special Provisions and Title 49 CFR Part 26 as stated in the appropriate ITD DBE Special Provisions.  
<http://apps.itd.idaho.gov/apps/ocr/index.aspx>
2. **Nondiscrimination.** The Consultant, with regard to the work performed by them during the term of this Agreement, shall not in any way discriminate against any employee or applicant for employment; subcontractor or solicitations for subcontract including procurement of materials and equipment; or any other individual or firm providing or proposing services based on race, color, sex, national origin, age, disability, limited English proficiency or economic status.
3. **Solicitations for Subcontracts, Including Procurement of Materials and Equipment.** In all solicitations, either by bidding or negotiation, made by the Consultant for work or services performed under subcontract, including procurement of materials and equipment, each potential subcontractor or supplier shall be made aware by the Consultant of the obligations of this Agreement and to the Civil Rights requirements based on race, color, sex, national origin, age, disability, limited English proficiency or economic status.
4. **Information and Reports.** The Consultant shall provide all information and reports required by regulations and/or directives and sources of information, and their facilities as may be determined by the State or the appropriate Federal Agency. The Consultant will be required to retain all records for a period of three (3) years after the final payment is made under the Agreement.
5. **Sanctions for Noncompliance.** In the event the Consultant or a Subconsultant is in noncompliance with the EEO Special Provisions, the State shall impose such sanctions as it or the appropriate Federal Agency may determine to be appropriate, including, but not limited to:
  - Withholding of payments to the Consultant until they have achieved compliance;
  - Suspension of the agreement, in whole or in part, until the Consultant or Subconsultant is found to be in compliance, with no progress payment being made during this time and no time extension made;
  - Cancellation, termination or suspension of the Agreement, in whole or in part;
  - Assess against the Consultant's final payment on this Agreement or any progress payments on current or future Idaho Federal-aid Projects an administrative remedy by reducing the final payment or future progress payments in an amount equal to 10% of this agreement or \$7,700, whichever is less.
6. **Incorporation of Provisions.** The Consultant will include the provisions of paragraphs 1 through 5 above in every subcontract of \$10,000 or more, to include procurement of materials and leases of equipment unless exempt by the Acts, the Regulations, and directives pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the State or the appropriate Federal Agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the State to enter into any litigation to protect the interest of the State. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

### 1050.20 Appendix E

During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with all non-discrimination statutes and authorities; including but not limited to:

#### Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601 ), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, ( 49 USC § 4 71, Section 4 7123 ), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U .S.C. 1681 et seq).

**Implementation Procedures**

This agreement shall serve as the Sponsor's Title VI plan pursuant to 23 CFR 200 and 49 CFR 21.

For the purpose of this agreement, "Federal Assistance" shall include:

1. grants and loans of Federal funds,
2. the grant or donation of Federal property and interest in property,
3. the detail of Federal personnel,
4. the sale and lease of, and the permission to use (on other than a casual or transient basis), Federal property or any interest in such property without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the Sponsor, or in recognition of the public interest to be served by such sale or lease to the Sponsor, and
5. any Federal agreement, arrangement, or other contract which has as one of its purposes, the provision of assistance.

The Sponsor shall:

1. Issue a policy statement, signed by the Sponsor's authorized representative, which expresses its commitment to the nondiscrimination provisions of Title VI. The policy statement shall be circulated throughout the Sponsor's organization and to the general public. Such information shall be published where appropriate in languages other than English.
2. Take affirmative action to correct any deficiencies found by ITD or the United States Department of Transportation (USDOT) within a reasonable time period, not to exceed 90 days, in order to implement Title VI compliance in accordance with this agreement. The Sponsor's authorized representative shall be held responsible for implementing Title VI requirements.

3. Designate a Title VI Coordinator who has a responsible position in the organization and easy access to the Sponsor's authorized representative. The Title VI Coordinator shall be responsible for initiating and monitoring Title VI activities and preparing required reports.
4. Adequately implement the civil rights requirements.
5. Process complaints of discrimination consistent with the provisions contained in this agreement. Investigations shall be conducted by civil rights personnel trained in discrimination complaint investigation. Identify each complainant by race, color, national origin, sex, or disability; the nature of the complaint; the date the complaint was filed; the date the investigation was completed; the disposition; the date of the disposition; and other pertinent information. A copy of the complaint, together with a copy of the Sponsor's report of investigation, will be forwarded to ITD's EEO Office – External Programs within 10 days of the date the complaint was received by the Sponsor.
6. Collect statistical data (race and sex) of participants in, and beneficiaries of the Transportation programs and activities conducted by the Sponsor.
7. Conduct Title VI reviews of the Sponsor and sub-recipient contractor/consultant program areas and activities. Revise where applicable, policies, procedures and directives to include Title VI requirements.
8. Attend training programs on Title VI and related statutes conducted by ITD's EEO Office.
9. Participate in an annual review of the Sponsor's Title VI Program, the purpose of which is to determine to what extent the Sponsor has complied with Title VI requirements including the ADA. This review is conducted one year from the date of approval of the Non-Discrimination Agreement and then annually on the same date. The format for the Title VI review will be provided each year to the Sponsor for completion. A determination of compliance will be made by ITD's EEO Office based on the information supplied in the review. This review of the Sponsor's Title VI Program may also include an on-site review in order to determine compliance.

#### **Discrimination Complaint Procedure**

Any person who believes that he or she, individually, as a member of any specific class, or in connection with any disadvantaged business enterprise, has been subjected to discrimination prohibited by Title VI of the Civil Rights Act of 1964, the American with Disabilities Act of 1990, Section 504 of the Vocational Rehabilitation Act of 1973 and the Civil Rights Restoration Act of 1987, as amended, may file a complaint with the Sponsor. A complaint may also be filed by a representative on behalf of such a person. All complaints will be referred to the Sponsor's Title VI Coordinator for review and action.

In order to have the complaint consideration under this procedure, the complainant must file the complaint no later than 180 days after:

- a) The date of alleged act of discrimination; or
- b) Where there has been a continuing course of conduct, the date on which that conduct was discontinued.

In either case, the Sponsor or his/her designee may extend the time for filing or waive the time limit in the interest of justice, specifying in writing the reason for so doing.

Complaints shall be in writing and shall be signed by the complainant and/or the complainant's representative. Complaints shall set forth as fully as possible the facts and circumstances surrounding the claimed discrimination. In the event that a person makes a verbal complaint of discrimination to an officer or employee of the Sponsor, the person shall be interviewed by the Title VI Coordinator. If necessary, the Title VI Coordinator will assist the person in reducing the complaint to writing and submit the written version of the complaint to the person for signature. The complaint shall then be handled according to the Sponsor's investigative procedures.

Within 10 days, the Title VI Coordinator will acknowledge receipt of the allegation, inform the complainant of action taken or proposed action to process the allegation, and advise the complainant of other avenues of redress available, such as ITD and USDOT.

The Sponsor will advise ITD within 10 days of receipt of the allegations. Generally, the following information will be

included in every notification to ITD:

- a) Name, address, and phone number of the complainant.
- b) Name(s) and address(es) of alleged discriminating official(s).
- c) Basis of complaint (i.e., race, color, national origin or sex)
- d) Date of alleged discriminatory act(s).
- e) Date of complaint received by the Sponsor.
- f) A statement of the complaint.
- g) Other agencies (state, local or Federal) where the complaint has been filed.
- h) An explanation of the actions the Sponsor has taken or proposed to resolve the issue raised in the complaint.

Within 60 days, the Title VI Coordinator will conduct an investigation of the allegation and based on the information obtained, will render a recommendation for action in a report of findings to the Sponsor's authorized representative. The complaint should be resolved by informal means whenever possible. Such informal attempts and their results will be summarized in the report of findings.

Within 90 days of receipt of the complaint, the Sponsor's authorized representative will notify the complainant in writing of the final decision reached, including the proposed disposition of the matter. The notification will advise the complainant of his/her appeal rights with ITD, or USDOT, if they are dissatisfied with the final decision rendered by the Sponsor. The Title VI Coordinator will also provide ITD with a copy of this decision and summary of findings upon completion of the investigation.

Contacts for the different Title VI administrative jurisdictions are as follows:

Idaho Transportation Department  
Equal Employment Opportunity Office – External Programs  
EEO Manager  
PO Box 7129  
Boise, ID 83707-1129  
208-334-8884

Federal Highway Administration  
Idaho Division Office  
3050 Lakeharbor Lane, Suite 126  
Boise, ID 83703  
208-334-9180

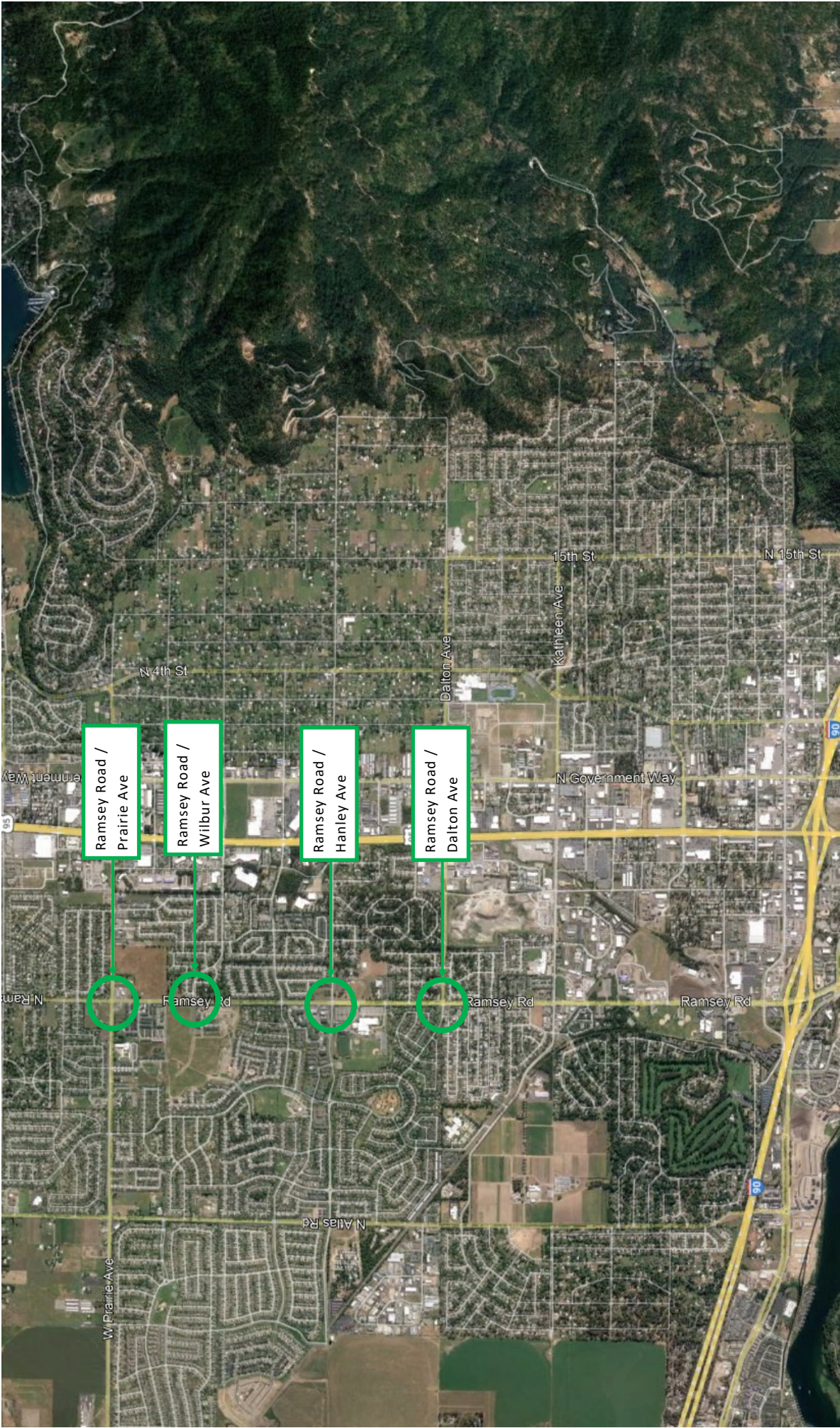
### **Sanctions**

In the event the Sponsor fails or refuses to comply with the terms of this agreement, the ITD may take any or all of the following actions:

1. Cancel, terminate, or suspend this agreement in whole or in part;
2. Refrain from extending any further assistance to the Sponsor under the program from which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Sponsor.
3. Take such other action that may be deemed appropriate under the circumstances, until compliance or remedial action has been accomplished by the Sponsor;
4. Refer the case to the Department of Justice for appropriate legal proceedings.

Distribution: EEO Office  
Revised: 03-09, 08-10, 08-17

Figure 1: Project Location Map



North  
NTS

RESOLUTION NO. 23-080

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING A STATE/LOCAL AGREEMENT WITH THE IDAHO DEPARTMENT OF TRANSPORTATION FOR THE DESIGN OF THE RAMSEY ROAD SIGNAL UPGRADES WITH AN INITIAL PAYMENT OF \$5,000.00 FOR DESIGNATED INCIDENTAL SERVICES.

WHEREAS, the City Engineer for the City of Coeur d'Alene has recommended that the City of Coeur d'Alene enter into a State/Local Agreement with the Idaho Department of Transportation for the design of the Ramsey Road signal upgrades pursuant to terms and conditions set forth in an agreement, a copy of which is attached hereto as Exhibit "A" and by reference made a part hereof, with an initial payment of \$5,000.00; and

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof to enter into such agreement.

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City enter into a State/Local Agreement with the Idaho Transportation Department for the design of the Ramsey Road signal upgrades, in substantially the form attached hereto as Exhibit "A" and incorporated herein by reference, with an initial payment of \$5,000.00, with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreement to the extent the substantive provisions of the agreement remain intact.

BE IT FURTHER RESOLVED that the Mayor and City Clerk be and they are hereby authorized to execute such agreement on behalf of the City.

DATED this 7<sup>th</sup> day of November, 2023.

\_\_\_\_\_  
James Hammond, Mayor

ATTEST:

\_\_\_\_\_  
Renata McLeod, City Clerk



Motion by \_\_\_\_\_, Seconded by \_\_\_\_\_, to adopt the foregoing resolution.

ROLL CALL:

COUNCIL MEMBER ENGLISH Voted

COUNCIL MEMBER MILLER Voted

COUNCIL MEMBER GOOKIN Voted

COUNCIL MEMBER EVANS Voted

COUNCIL MEMBER MCEVERS Voted

COUNCIL MEMBER WOOD Voted

\_\_\_\_\_ was absent. Motion \_\_\_\_\_.

**CITY COUNCIL  
STAFF REPORT**

**DATE:** November 7, 2023  
**FROM:** Troy Tymesen, City Administrator  
**SUBJECT:** Acquisition/Lease Agreement for Small Loaders

---

**DECISION POINT:** Should Council approve a Governmental Equipment Lease-Purchase Agreement with Caterpillar Financial Services Corporation (CAT) for four (4) new 2023 small wheel loaders from Western States Equipment Company for the Streets & Engineering Department and Water Department?

**HISTORY:** Front end loaders such as these are a versatile component of the Streets & Engineering Department's year-round maintenance program. From street repairs to winter snow removal, this equipment performs a vital service to the City. The Water Department likewise has many uses for its front end loader. Three of the new loaders will go to the Streets & Engineering Department and one will go to the Water Department. Council previously approved a financial plan that includes authority to acquire this new equipment to replace aging loaders which are requiring more and more maintenance. The acquisition will be through Sourcewell, an approved cooperative purchasing program. Sourcewell offers this equipment as a result of competitive solicitation processes in accordance with Idaho Code § 67-2807. Because both the new and existing loaders are manufactured by CAT, the Streets & Engineering Department is also able to salvage the blades and gates from the existing loaders for use on the new loaders, saving approximately \$100,000.00.

**FINANCIAL ANALYSIS:** The acquisition will be by means of a Governmental Equipment Lease-Purchase Agreement, which the City has used before for this type of equipment. This Agreement contains a non-appropriations clause which is required in Idaho. Such a clause provides that the City's liability is limited to the appropriation made each fiscal year and, if the City Council does not appropriate funds to cover the lease payments in any given year, the equipment will be returned to CAT with no further financial obligation. The Agreement has a term of five (5) years. The cost of each loader is \$240,810.74, with each annual payment being \$26,202.27. Interest accrues at the rate of 6.39% per annum. If the City wishes to purchase the equipment at the end of five (5) years, a payment of \$170,000.00 per unit would be required.

**PERFORMANCE ANALYSIS:** The new equipment includes an extended five-year/3000 hour governmental failsafe warranty. The replacement of the existing equipment will save on maintenance costs and mechanic time.

**DECISION POINT/RECOMMENDATION:** Council should approve the Governmental Equipment Lease-Purchase Agreement with Caterpillar Financial Services Corporation (CAT) for four (4) new 2023 small wheel loaders from Western States Equipment Company for the Streets & Engineering Department and the Water Department.

RESOLUTION NO. 23-081

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING FOUR (4) GOVERNMENTAL EQUIPMENT LEASE-PURCHASE AGREEMENTS WITH CATERPILLAR FINANCIAL SERVICES CORPORATION (CAT) FOR FOUR (4) NEW 2023 SMALL WHEEL LOADERS FROM WESTERN STATES EQUIPMENT COMPANY FOR THE STREETS & ENGINEERING DEPARTMENT AND THE WATER DEPARTMENT.

WHEREAS, the City Administrator of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene enter into four (4) Lease-Purchase agreements with Caterpillar Financial Services Corporation (CAT), copies of which lease-purchase agreements are attached hereto marked Exhibits "A" through "D" and by reference made a part hereof; and

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof to enter into such Lease-Purchase agreements.

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City enter into four (4) Governmental Equipment Lease-Purchase Agreements with Caterpillar Financial Services Corporation (CAT) for four (4) new 2023 small wheel loaders from Western States Equipment Company, three (3) for the Streets & Engineering Department and one (1) for the Water Department, in substantially the forms attached hereto as Exhibits "A" through "D" and incorporated herein by reference, with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said Lease-Purchase Agreements to the extent the substantive provisions of the agreement remain intact.

BE IT FURTHER RESOLVED that the Mayor and City Clerk be and they are hereby authorized to execute such Lease-Purchase Agreements on behalf of the City.

DATED this 7<sup>th</sup> day of November, 2023.

---

James Hammond, Mayor

ATTEST:

---

Renata McLeod, City Clerk

Motion by \_\_\_\_\_, Seconded by \_\_\_\_\_, to adopt the foregoing resolution.

ROLL CALL:

COUNCIL MEMBER EVANS Voted

COUNCIL MEMBER MILLER Voted

COUNCIL MEMBER GOOKIN Voted

COUNCIL MEMBER ENGLISH Voted

COUNCIL MEMBER MCEVERS Voted

COUNCIL MEMBER WOOD Voted

\_\_\_\_\_ was absent. Motion \_\_\_\_\_.



Hayden  
 10780 N Highway 95 Hayden, ID 83835  
 208.762.6690

# SALES AGREEMENT

AGREEMENT: Q000334745-2  
 AGREEMENT DATE: 9/12/2023  
 AGREEMENT EXPIRES: 10/8/2023  
 WAREHOUSE: Hayden Machine Sales  
 CUSTOMER NO.: 1055800  
 CUSTOMER PO:  
 SALESMAN: Jeff D Shaw  
 208-659-3003  
 Jeff.Shaw@wseco.com

**SOLD TO:**  
 City Of Coeur D'Alene  
 710 E Mullan Ave  
 Coeur d Alene, ID 83814-3958

**SHIP TO:**  
 Office  
 710 E Mullan Ave  
 Coeur d Alene, ID 83814-3958

## ITEM DESCRIPTION

ITEM DESCRIPTION	PRICE
2023 Caterpillar 930M S/N: F5K02895 SMU: 6 hrs ID:E0121973	\$240,810.74
<ul style="list-style-type: none"> <li>● Caterpillar PAL BKT 3.00YDX099.37 QC BOCE SWL S/N: TBD</li> <li>● Caterpillar PAL CPLR S/N: TBD</li> <li>● New Warranty - 5 Yr / 3000 Hr Governmental Failsafe Warranty.</li> <li>● Delivery Freight</li> </ul>	

Notes		
	Before Tax Balance	\$240,810.74
	Sales Tax	\$0.00
	Trade Payoff	\$0.00
	Downpayment	\$0.00
	<b>Net Due</b>	<b>\$240,810.74</b>

### Western States Equipment

Order Received by \_\_\_\_\_  
 Title Regional Sales Manager Date \_\_\_\_\_

### City Of Coeur D'Alene

Approved and Accepted by \_\_\_\_\_  
 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 initialing 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.: Q000334745-2

## EQUIPMENT DETAILS

---

930M 930M	3775597 ELECTRONICS AR
4540628 POWERTRAIN AR	5132578 HYDRAULIC AR
5270402 INSTALLATION AR	5412675 CHASSIS AR
5412671 930M WHEEL LOADER	5301623 LINES, AUX 3RD, STD LIFT
5490451 CAB, DELUXE	5363718 CTWT, AGGREGATE, 3325LBS, 6PCS
5255964 WEATHER, COLD START 120V	3874097 FILM GP, AGGREGATE
5365318 AUX ECM	5270422 ENGINE
5365320 ENVIRONMENT, STANDARD	3668148 FENDERS, STANDARD
5365339 JUMPER LINES, NONE	5365283 HYDRAULICS, STANDARD
5590844 LIGHTS, AUX, LED, PREMIUM	3331425 WARNING, BEACON, LED STROBE
4825167 SIDE MIRROR, RH	4218926 SERIALIZED TECHNICAL MEDIA KIT
5650934 HYDRAULICS, 4V, CPLR READY, SL	3872859 TRANSPORT GROUP
5650908 PRODUCT LINK, CELLULAR PL641	4302943 PREP PACK, UNITED STATES
3336527 DIFFERENTIAL,LIMITED SLIP REAR	4302860 RIDE CONTROL
5413066 LIGHTS, ROADING, HALOGEN, RH	3721868 STANDARD RADIO (12V)
3336850 STEERING, STANDARD	5635967 SEAT, DELUXE
5198081 TOOLBOX AUX, NONE	3666892 TIRES,20.5R25 MX XSNPLUS * L2
6198443 HYDRAULIC OIL, STANDARD	0P9003 LANE 3 ORDER
0P0210 PACK, DOMESTIC TRUCK	

# 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 identical 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: \_\_\_\_\_



**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 Coeur D'Alene			OWNER PHONE	
OWNER ADDRESS, CITY and ZIP CODE 710 E Mullan Ave Coeur d Alene, ID 83814-3958				
EXTENDED WARRANTY COVERAGE New Warranty - 5 Yr / 3000 Hr Governmental Failsafe Warranty.				
MODEL 930M	PRODUCT DESCRIPTION 930M	HOUR METER 6	SERIAL NUMBER F5K02895	DELIVERY DATE

**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 correct 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 or 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 HOLDEWOWNERS NAME TO PROVIDE SERVICE UNDER THIS SERVICE AGREEMENT. WESTERN STATES EQUIPMENT COMPANY CAN BE CONTACTED AT THE FOLLOWING ADDRESS OR PHONE NUMBER: WESTERN STATES EQUIPMENT COMPANY 500 E OVERLAND ROAD, MERIDIAN, ID 83642 (208) 888-2287. SERVICE CONTRACT INSURBR: CATERPILLAR INSURANCE COMPANY 2120 WEST END AVE., NASHVILLE, TENNESSEE 37203 | 800 248-4228**



Caterpillar Inc.  
Peoria, Illinois 61629

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

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

**Delivery Service Record**

**Comprobante Del Servicio de Entrega**

DLR. CODE	MODEL	MACHINE SERIAL NO.	HOURS	DELIVERY DATE	ENGINE SERIAL NO.
COD. DISTRIB.	MODELO	N/S MAQUINA	HORAS	FECHA DE ENTREGA	N/S MOTOR
H510	930M	F5K02895	6		

**ATTACHMENTS INSTALLED:** BUCKET, DOZER, RIPPER, WINCH, CAB, TRANSMISSION, BOOM, STICK, ETC.

**ACCESORIOS INSTALADOS:** CUCHARON, HOJA, DESGARRADOR, MALACATE, CABINA, TRANMISION, PLUMA, BRAZO, ETC,

Mfr. & Model or Part No, Fabricante y Modelo o N/P	Mfr. & Model or Part No, Fabricante y Modelo o N/P	Mfr. & Model or Part No, Fabricante y Modelo o N/P	Mfr. & Model or Part No, Fabricante y Modelo o N/P
Serial No. N/S	Serial No. N/S	Serial No. N/S	Serial No. N/S

Customer Name (Please Print) / Nombre del Cliente (con letra de imprenta) City Of Coeur D'Alene

Dirección postal completa 710 E Mullan Ave Coeur d Alene, ID 83814-3958

Country / país USA

Delivery service on this machine has been completed, including the following items. Check( ) when each item is completed.

El servicio de entrega de esta máquina se ha completado incluso los puntos siguientes, Marque( ) cada punto que complete.

- 1. Operation Guide delivered with machine and operating controls and warning labels explained to user. Se entregó con la máquina la Guía de Operación y se explicó al usuario la operación de los controles y los rótulos de advertencia.
- 2. Maintenance Guide delivered with machine and maintenance service, fluid levels and adjustments explained to user. Se entregó con la máquina la Guía de Conservación y se explicó al usuario el servicio de conservación, ajustes y nivel de fluidos
- 3. Parts Book delivered with machine. Se entregó con la máquina el Catálogo de Piezas.
- 4. All items on Delivery Checklist have been completed, Se hizo todo lo indicado en el Comprobante de Entrega (No. de Forma 01-085314-03).

User's Signature / Firma del usuario \_\_\_\_\_

Dir. Rep. Signature / Firma del representante del distribuidor \_\_\_\_\_

**Delivery Checklist CONTINUED ON REVERSE SIDE**

At dealership

- Make sure all pending Safety Product Improvement Programs (PIP) have been completed.
- Make sure all necessary forms and literature are available.
- All decals are installed.
- All attachments are installed/available.
- Install shipping/service lock pins in fire suppression system (if equipped) when transporting machine.

At delivery area with customer (owner, operator):

- Explain Parts Book.
- Explain all warning labels on machine.
- Show location of all serial numbers on machine.

**Lubrication and Maintenance.**

- Explain Maintenance Guide.
- Instruct how to use lubrication and maintenance chart.
- Show all lubrication points on the machine and attachments.

**Lista de Comprobación SIGUE AL DORSO**

En la distribuidora

- Asegurese que se completaron los programas pendientes de mejoras al producto para fines de seguridad (PIP).
- Asegurese que hay disponibles todas las formas y folletos necesarios.
- Se han puesto todas las etiquetas.
- Todos los accesorios están instalados/disponibles.
- Se han instalado los pasadores de traba para embarque/servicio en el sistema supresor de incendios (si tiene) al transportar la máquina.

En el lugar de entrega, con el cliente (propietario, operador).

- Explicar et Catálogo de Piezas.
- Explicar todos los rótulos de advertencia de la máquina.
- Mostrar ubicación de todos los números de serie en ta máquina.

**Lubricación y Conservación**

- Explicar la Guía de Conservación.
- Indicar cómo se utiliza el cuadro de lubricación y conservación.
- Mostrar todos los puntos de lubricación de la máquina y accesorios.



## DIGITAL AUTHORIZATION

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

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

Data transmitted to Caterpillar is used in accordance with Caterpillar's Data Governance Statement ("DGS"), which describes Caterpillar's practices for collecting, sharing and using data and information related to customers machines, products, Devices or other Assets and their associated worksites. The DGS can be reviewed at <https://www.caterpillar.com/en/legal-notices/data-governance-statement.html>.

Caterpillar's process for performing remote diagnostics and making available remote software and firmware updates and upgrades, such as configuration, patches, bug fixes, new or enhanced features, etc., for Assets and Devices is described in the Cat® Remote Services – Software Update Process for select ProductLink™ Telematics and Cat Equipment Control Module Software document (the "RSP Document"). The RSP Document can be reviewed at [https://www.cat.com/remoteservicesprocess\\_ga=2.245276421.1412167159.1561985855-475983137.1559312215](https://www.cat.com/remoteservicesprocess_ga=2.245276421.1412167159.1561985855-475983137.1559312215).

Company acknowledges and agrees to data transmission to Caterpillar via devices installed on Company equipment or by other means as outlined and described in the DGS, and grants to Caterpillar the right to collect, use, and share such information, including to its Distribution Networks or other affiliates, in accordance with the [Caterpillar Data Governance Statement](#). Company's authorization also applies to any data and information previously collected by Caterpillar.

AGREE

DECLINE

Company acknowledges and agrees to participate in Remote Services (including, remote diagnostics and remote updates and upgrades) and authorizes Caterpillar to remotely access, program, and install updates and upgrades for Company's Assets and Devices in accordance with the [Remote Services Process Document](#).

AGREE

DECLINE

The rights granted in this authorization survive the termination or expiration of the Company's subscriptions to any Digital Offerings. Except as set out in a written agreement between Company and Caterpillar expressly referencing the Data Governance Statement, this authorization supersedes and replaces any other authorizations with regard to the subject matter hereof.

### FOR DEALER USE ONLY

Company : \_\_\_\_\_

Company UCID : \_\_\_\_\_

Company Name (print) : \_\_\_\_\_

Company Representative CWS ID : \_\_\_\_\_

Company Representative (print) : \_\_\_\_\_

Main Store Dealer Code : \_\_\_\_\_

Signature : \_\_\_\_\_

Dealer Representative Name : \_\_\_\_\_

Date : \_\_\_\_\_

Dealer Representative CWS ID : \_\_\_\_\_

---

First Name

---

Last Name

---

Email

---

Phone

---

Company

**WHAT WOULD YOU LIKE ACCESS TO?**

- VisionLink® (fleet management)
- Parts.Cat.Com/Cat® Central (buy parts online)
- Cat® Inspect (paperless inspection platform)
- Cat® SOS Manager (oil samples)
- Cat® Rental Store (manage equipment rentals)
- Cat® SIS (service & parts information)



Hayden  
 10780 N Highway 95 Hayden, ID 83835  
 208.762.6690

# SALES AGREEMENT

AGREEMENT: Q000334741-2  
 AGREEMENT DATE: 9/12/2023  
 AGREEMENT EXPIRES: 10/8/2023  
 WAREHOUSE: Hayden Machine Sales  
 CUSTOMER NO.: 1055800  
 CUSTOMER PO:  
 SALESMAN: Jeff D Shaw  
 208-659-3003  
 Jeff.Shaw@wseco.com

**SOLD TO:**  
 City Of Coeur D'Alene  
 710 E Mullan Ave  
 Coeur d Alene, ID 83814-3958

**SHIP TO:**  
 Office  
 710 E Mullan Ave  
 Coeur d Alene, ID 83814-3958

## ITEM DESCRIPTION

ITEM DESCRIPTION	PRICE
2023 Caterpillar 930M S/N: F5K03138 SMU: 3 hrs ID:E0121267	\$240,810.74
<ul style="list-style-type: none"> <li>● Caterpillar PAL BKT 3.00YDX099.37 QC BOCE SWL S/N: TBD</li> <li>● Caterpillar PAL CPLR 930M S/N: TBD</li> <li>● Delivery Freight</li> <li>● New Warranty - 5 Yr / 3000 Hr Governmental Failsafe Warranty.</li> </ul>	

Notes		
	Before Tax Balance	\$240,810.74
	Sales Tax	\$0.00
	Trade Payoff	\$0.00
	Downpayment	\$0.00
	<b>Net Due</b>	<b>\$240,810.74</b>

## Western States Equipment

Order Received by \_\_\_\_\_  
 Title Regional Sales Manager Date \_\_\_\_\_

## City Of Coeur D'Alene

Approved and Accepted by \_\_\_\_\_  
 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 initialing 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.: Q000334741-2

## EQUIPMENT DETAILS

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930M 930M	3775597 ELECTRONICS AR
4540628 POWERTRAIN AR	5132578 HYDRAULIC AR
5270402 INSTALLATION AR	5412675 CHASSIS AR
5412671 930M WHEEL LOADER	5301623 LINES, AUX 3RD, STD LIFT
5490451 CAB, DELUXE	5363718 CTWT, AGGREGATE, 3325LBS, 6PCS
5255964 WEATHER, COLD START 120V	3874097 FILM GP, AGGREGATE
5365318 AUX ECM	5270422 ENGINE
5365320 ENVIRONMENT, STANDARD	3668148 FENDERS, STANDARD
5365339 JUMPER LINES, NONE	5365283 HYDRAULICS, STANDARD
5590844 LIGHTS, AUX, LED, PREMIUM	3331425 WARNING, BEACON, LED STROBE
4825167 SIDE MIRROR, RH	4218926 SERIALIZED TECHNICAL MEDIA KIT
5650934 HYDRAULICS, 4V, CPLR READY, SL	3872859 TRANSPORT GROUP
5650908 PRODUCT LINK, CELLULAR PL641	4302943 PREP PACK, UNITED STATES
3336527 DIFFERENTIAL,LIMITED SLIP REAR	4302860 RIDE CONTROL
5413066 LIGHTS, ROADING, HALOGEN, RH	3721868 STANDARD RADIO (12V)
3336850 STEERING, STANDARD	5635967 SEAT, DELUXE
5198081 TOOLBOX AUX, NONE	3666892 TIRES,20.5R25 MX XSNOPPLUS * L2
6198443 HYDRAULIC OIL, STANDARD	0P9003 LANE 3 ORDER
0P0210 PACK, DOMESTIC TRUCK	

# 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 identical 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: \_\_\_\_\_



**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 Coeur D'Alene			OWNER PHONE	
OWNER ADDRESS, CITY and ZIP CODE 710 E Mullan Ave Coeur d Alene, ID 83814-3958				
EXTENDED WARRANTY COVERAGE New Warranty - 5 Yr / 3000 Hr Governmental Failsafe Warranty.				
MODEL 930M	PRODUCT DESCRIPTION 930M	HOUR METER 3	SERIAL NUMBER F5K03138	DELIVERY DATE

**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 or 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**



Caterpillar Inc.  
Peoria, Illinois 61629

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

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

**Delivery Service Record**

**Comprobante Del Servicio de Entrega**

DLR. CODE	MODEL	MACHINE SERIAL NO.	HOURS	DELIVERY DATE	ENGINE SERIAL NO.
COD. DISTRIB.	MODELO	N/S MAQUINA	HORAS	FECHA DE ENTREGA	N/S MOTOR
H510	930M	F5K03138	3		

**ATTACHMENTS INSTALLED:** BUCKET, DOZER, RIPPER, WINCH, CAB, TRANSMISSION, BOOM, STICK, ETC.

**ACCESORIOS INSTALADOS:** CUCHARON, HOJA, DESGARRADOR, MALACATE, CABINA, TRANSMISION, PLUMA, BRAZO, ETC,

Mfr. & Model or Part No, Fabricante y Modelo o N/P	Mfr. & Model or Part No, Fabricante y Modelo o N/P	Mfr. & Model or Part No, Fabricante y Modelo o N/P	Mfr. & Model or Part No, Fabricante y Modelo o N/P
Serial No. N/S	Serial No. N/S	Serial No. N/S	Serial No. N/S

Customer Name (Please Print) / Nombre del Cliente (con letra de imprenta) City Of Coeur D'Alene

Dirección postal completa 710 E Mullan Ave Coeur d Alene, ID 83814-3958

Country / país USA

Delivery service on this machine has been completed, including the following items. Check ( ) when each item is completed.  
El servicio de entrega de esta máquina se ha completado incluso los puntos siguientes, Marque ( ) cada punto que complete.

- 1. Operation Guide delivered with machine and operating controls and warning labels explained to user.  
Se entregó con la máquina la Guía de Operación y se explicó al usuario la operación de los controles y los rótulos de advertencia.
- 2. Maintenance Guide delivered with machine and maintenance service, fluid levels and adjustments explained to user.  
Se entregó con la máquina la Guía de Conservación y se explicó al usuario el servicio de conservación, ajustes y nivel de fluidos
- 3. Parts Book delivered with machine.  
Se entregó con la máquina el Catálogo de Piezas.
- 4. All items on Delivery Checklist have been completed, Se hizo todo lo indicado en el Comprobante de Entrega (No. de Forma 01-085314-03).

User's Signature / Firma del usuario \_\_\_\_\_

Dir. Rep. Signature / Firma del representante del distribuidor \_\_\_\_\_

**Delivery Checklist CONTINUED ON REVERSE SIDE**

At dealership

- Make sure all pending Safety Product Improvement Programs (PIP) have been completed.
- Make sure all necessary forms and literature are available.
- All decals are installed.
- All attachments are installed/available.
- Install shipping/service lock pins in fire suppression system (if equipped) when transporting machine.

At delivery area with customer (owner, operator):

- Explain Parts Book.
- Explain all warning labels on machine.
- Show location of all serial numbers on machine.

**Lubrication and Maintenance.**

- Explain Maintenance Guide.
- Instruct how to use lubrication and maintenance chart.
- Show all lubrication points on the machine and attachments.

**Lista de Comprobación SIGUE AL DORSO**

En la distribuidora

- Asegurese que se completaron los programas pendientes de mejoras al producto para fines de seguridad (PIP).
- Asegurese que hay disponibles todas las formas y folletos necesarios.
- Se han puesto todas las etiquetas.
- Todos los accesorios están instalados/disponibles.
- Se han instalado los pasadores de trava para embarque/servicio en el sistema supresor de incendios (si tiene) al transportar la máquina.

En el lugar de entrega, con el cliente (propietario, operador).

- Explicar el Catálogo de Piezas.
- Explicar todos los rótulos de advertencia de la máquina.
- Mostrar ubicación de todos los números de serie en la máquina.

**Lubricación y Conservación**

- Explicar la Guía de Conservación.
- Indicar cómo se utiliza el cuadro de lubricación y conservación.
- Mostrar todos los puntos de lubricación de la máquina y accesorios.





## DIGITAL AUTHORIZATION

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

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

Data transmitted to Caterpillar is used in accordance with Caterpillar's Data Governance Statement ("DGS"), which describes Caterpillar's practices for collecting, sharing and using data and information related to customers machines, products, Devices or other Assets and their associated worksites. The DGS can be reviewed at <https://www.caterpillar.com/en/legal-notices/data-governance-statement.html>.

Caterpillar's process for performing remote diagnostics and making available remote software and firmware updates and upgrades, such as configuration, patches, bug fixes, new or enhanced features, etc., for Assets and Devices is described in the Cat® Remote Services – Software Update Process for select ProductLink™ Telematics and Cat Equipment Control Module Software document (the "RSP Document"). The RSP Document can be reviewed at [https://www.cat.com/remoteservicesprocess\\_ga=2.245276421.1412167159.1561985855-475983137.1559312215](https://www.cat.com/remoteservicesprocess_ga=2.245276421.1412167159.1561985855-475983137.1559312215).

Company acknowledges and agrees to data transmission to Caterpillar via devices installed on Company equipment or by other means as outlined and described in the DGS, and grants to Caterpillar the right to collect, use, and share such information, including to its Distribution Networks or other affiliates, in accordance with the Caterpillar Data Governance Statement. Company's authorization also applies to any data and information previously collected by Caterpillar.

AGREE

DECLINE

Company acknowledges and agrees to participate in Remote Services (including, remote diagnostics and remote updates and upgrades) and authorizes Caterpillar to remotely access, program, and install updates and upgrades for Company's Assets and Devices in accordance with the Remote Services Process Document.

AGREE

DECLINE

The rights granted in this authorization survive the termination or expiration of the Company's subscriptions to any Digital Offerings. Except as set out in a written agreement between Company and Caterpillar expressly referencing the Data Governance Statement, this authorization supersedes and replaces any other authorizations with regard to the subject matter hereof.

### FOR DEALER USE ONLY

Company : \_\_\_\_\_

Company UCID : \_\_\_\_\_

Company Name (print) : \_\_\_\_\_

Company Representative CWS ID : \_\_\_\_\_

Company Representative (print) : \_\_\_\_\_

Main Store Dealer Code : \_\_\_\_\_

Signature : \_\_\_\_\_

Dealer Representative Name : \_\_\_\_\_

Date : \_\_\_\_\_

Dealer Representative CWS ID : \_\_\_\_\_

---

First Name

---

Last Name

---

Email

---

Phone

---

Company

## WHAT WOULD YOU LIKE ACCESS TO?

- VisionLink<sup>®</sup> (fleet management)
- Parts.Cat.Com/Cat<sup>®</sup> Central (buy parts online)
- Cat<sup>®</sup> Inspect (paperless inspection platform)
- Cat<sup>®</sup> SOS Manager (oil samples)
- Cat<sup>®</sup> Rental Store (manage equipment rentals)
- Cat<sup>®</sup> SIS (service & parts information)



Hayden  
 10780 N Highway 95 Hayden, ID 83835  
 208.762.6690

# SALES AGREEMENT

AGREEMENT: Q000334736-2  
 AGREEMENT DATE: 9/12/2023  
 AGREEMENT EXPIRES: 10/8/2023  
 WAREHOUSE: Hayden Machine Sales  
 CUSTOMER NO.: 1055800  
 CUSTOMER PO:  
 SALESMAN: Jeff D Shaw  
 208-659-3003  
 Jeff.Shaw@wseco.com

**SOLD TO:**  
 City Of Coeur D'Alene  
 710 E Mullan Ave  
 Coeur d Alene, ID 83814-3958

**SHIP TO:**  
 Office  
 710 E Mullan Ave  
 Coeur d Alene, ID 83814-3958

**ITEM DESCRIPTION**

ITEM DESCRIPTION	PRICE
2023 Caterpillar 930M S/N: F5K03069 SMU: 3 hrs ID:E0121258	\$240,810.74
<ul style="list-style-type: none"> <li>● Caterpillar PAL BKT 3.00YDX099.37 QC BOCE SWL S/N: TBD</li> <li>● Caterpillar PAL CPLR 930M S/N: TBD</li> <li>● Delivery Freight</li> <li>● New Warranty - 5 Yr / 3000 Hr Governmental Failsafe Warranty.</li> </ul>	

Notes		
	Before Tax Balance	\$240,810.74
	Sales Tax	\$0.00
	Trade Payoff	\$0.00
	Downpayment	\$0.00
	<b>Net Due</b>	<b>\$240,810.74</b>

Western States Equipment	City Of Coeur D'Alene
Order Received by _____	Approved and Accepted by _____
Title <u>Regional Sales Manager</u> Date _____	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 initialing 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.: Q000334736-2

## EQUIPMENT DETAILS

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930M 930M	3775597 ELECTRONICS AR
4540628 POWERTRAIN AR	5132578 HYDRAULIC AR
5270402 INSTALLATION AR	5412675 CHASSIS AR
5412671 930M WHEEL LOADER	5301623 LINES, AUX 3RD, STD LIFT
5490451 CAB, DELUXE	5363718 CTWT, AGGREGATE, 3325LBS, 6PCS
5255964 WEATHER, COLD START 120V	3874097 FILM GP, AGGREGATE
5365318 AUX ECM	5270422 ENGINE
5365320 ENVIRONMENT, STANDARD	3668148 FENDERS, STANDARD
5365339 JUMPER LINES, NONE	5365283 HYDRAULICS, STANDARD
5590844 LIGHTS, AUX, LED, PREMIUM	3331425 WARNING, BEACON, LED STROBE
4825167 SIDE MIRROR, RH	4218926 SERIALIZED TECHNICAL MEDIA KIT
5650934 HYDRAULICS, 4V, CPLR READY, SL	3872859 TRANSPORT GROUP
5650908 PRODUCT LINK, CELLULAR PL641	4302943 PREP PACK, UNITED STATES
3336527 DIFFERENTIAL, LIMITED SLIP REAR	4302860 RIDE CONTROL
5413066 LIGHTS, ROADING, HALOGEN, RH	3721868 STANDARD RADIO (12V)
3336850 STEERING, STANDARD	5635967 SEAT, DELUXE
5198081 TOOLBOX AUX, NONE	3666892 TIRES, 20.5R25 MX XSNOPPLUS * L2
6198443 HYDRAULIC OIL, STANDARD	0P9003 LANE 3 ORDER
0P0210 PACK, DOMESTIC TRUCK	

## 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, stature, ordinance, regulation or order of any government or agent thereof, shortage of labor, material fuel, supplies or transportation, strike or other labor dispute, or any other cause, contingency, occurrence or circumstance of any nature, whether or not similar to those herein before specified beyond WSECO's control, which prevents, hinders or interferes with manufacture, assembly or delivery of the goods or performance of the services. Any such cause, contingency, occurrence or circumstances shall release WSECO from performance of its obligations hereunder.

**12. INDEMNITY:** Customer agrees to indemnify and hold WSECO harmless from and against any and all claims, actions, suits, proceedings, costs, expenses, damages (including but not limited to consequential and incidental damages), liabilities, fees (including, but not limited to, attorney fees and court costs), and settlements, (including those brought or incurred by or in favor of Customer's employees, agents and subcontractors), arising out of or related to the selection, delivery, loading, unloading, towing, possession, use, operation, handling or transportation of the equipment. Customer agrees to defend, at its expense, any and all suits brought against WSECO either alone or in conjunction with others and additionally to satisfy, pay and discharge any and all judgments and fines against WSECO in any such suits or actions, whether based in negligence or otherwise.

**13. DEFAULT BY CUSTOMER:** An event of default shall occur if (a) Customer fails to pay when due the sales price; (b) Customer fails to perform or observe any covenant, condition, or agreement to be performed by it hereunder; (c) Customer ceases doing business as a going concern, makes an assignment for the benefit of creditors, admits in writing an inability to pay debts as they become due, files a petition in bankruptcy, or if its owners, shareholders or members of Customer take actions towards dissolution or liquidation of Customer; (d) Customer attempts to sell, transfer, or encumber, sublease or convey the equipment or any part thereof prior to paying the full sales price; or (e) WSECO, in good faith deems itself, insecure relative to payment of the sales price.

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

**14. JURISDICTION AND VENUE:** This SA and the relationship between WSECO and Customer shall be governed and construed according to the laws of the State of Idaho. At the sole and exclusive election of WSECO, jurisdiction and venue for any action or dispute arising under this SA shall be in the in the Fourth Judicial District of the State of Idaho, in and for Ada County, which is WSECO's corporate headquarters and principal place of business, wherein the parties acknowledge having done business sufficient to establish minimum contacts under the Idaho long arm statute, and which is a mutually convenient forum. In addition, Customer waives any and all rights to jurisdiction and/or venue in any other forum, including waiver of any and all rights to remove the action from any court originally acquiring jurisdiction.

**15. EQUIPMENT DATA:** This machine may be equipped with a wireless data communication system, such as Product Link. In such case, Customer understands data reflecting the machine performance, condition and operation is being transmitted to Caterpillar/WSECO to better serve the Customer and to improve upon Caterpillar products and services. This data may include, but is not limited to: fault codes, emissions data, fuel usage, service meter hours, software and hardware version numbers and installed attachments. Neither Caterpillar nor WSECO sell, rent or share collected information to any other third party, and will exercise reasonable efforts to keep the information secure. Caterpillar Inc. and WSECO recognize and will respect customer privacy. Customer agrees to allow this data to be accessed by Caterpillar and WSECO within normal, accepted business practices.

The undersigned represents and warrants that he/she is authorized by Customer identified below to bind the Customer to the obligations and duties expressed herein and does so commit Customer to the terms and conditions of SA by signing below. Until this SA (or identical 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: \_\_\_\_\_



**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 Coeur D'Alene			OWNER PHONE	
OWNER ADDRESS, CITY and ZIP CODE 710 E Mullan Ave Coeur d Alene, ID 83814-3958				
EXTENDED WARRANTY COVERAGE New Warranty - 5 Yr / 3000 Hr Governmental Failsafe Warranty.				
MODEL 930M	PRODUCT DESCRIPTION 930M	HOUR METER 3	SERIAL NUMBER F5K03069	DELIVERY DATE

**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 and attachments carry only one warranty as prescribed by that manufacturer. 7) Auxiliary Equipment Manufacturers' attachments and new associated work tools and 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 HOLDEWOWNERS NAME TO PROVIDE SERVICE UNDER THIS SERVICE AGREEMENT. WESTERN STATES EQUIPMENT COMPANY CAN BE CONTACTED AT THE FOLLOWING ADDRESS OR PHONE NUMBER: WESTERN STATES EQUIPMENT COMPANY 500 E OVERLAND ROAD, MERIDIAN, ID 83642 (208) 888-2287. SERVICE CONTRACT INSURBR: CATERPILLAR INSURANCE COMPANY 2120 WEST END AVE., NASHVILLE, TENNESSEE 37203 I 800 248-4228**



Caterpillar Inc.  
Peoria, Illinois 61629

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

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

**Delivery Service Record**

**Comprobante Del Servicio de Entrega**

DLR. CODE	MODEL	MACHINE SERIAL NO.	HOURS	DELIVERY DATE	ENGINE SERIAL NO.
COD. DISTRIB.	MODELO	N/S MAQUINA	HORAS	FECHA DE ENTREGA	N/S MOTOR
H510	930M	F5K03069	3		

**ATTACHMENTS INSTALLED:** BUCKET, DOZER, RIPPER, WINCH, CAB, TRANSMISSION, BOOM, STICK, ETC.

**ACCESORIOS INSTALADOS:** CUCHARON, HOJA, DESGARRADOR, MALACATE, CABINA, TRANSMISION, PLUMA, BRAZO, ETC.

Mfr. & Model or Part No, Fabricante y Modelo o N/P	Mfr. & Model or Part No, Fabricante y Modelo o N/P	Mfr. & Model or Part No, Fabricante y Modelo o N/P	Mfr. & Model or Part No, Fabricante y Modelo o N/P
Serial No. N/S	Serial No. N/S	Serial No. N/S	Serial No. N/S

Customer Name (Please Print) City Of Coeur D'Alene  
Nombre del Cliente (con letra de imprenta)

Dirección postal completa 710 E Mullan Ave Coeur d Alene, ID 83814-3958

Country USA  
país

Delivery service on this machine has been completed, including the following items. Check ( ) when each item is completed.  
El servicio de entrega de esta máquina se ha completado incluso los puntos siguientes, Marque ( ) cada punto que complete.

- 1. Operation Guide delivered with machine and operating controls and warning labels explained to user.  
Se entregó con la máquina la Guía de Operación y se explicó al usuario la operación de los controles y los rótulos de advertencia.
- 2. Maintenance Guide delivered with machine and maintenance service, fluid levels and adjustments explained to user.  
Se entregó con la máquina la Guía de Conservación y se explicó al usuario el servicio de conservación, ajustes y nivel de fluidos
- 3. Parts Book delivered with machine.  
Se entregó con la máquina el Catálogo de Piezas.
- 4. All items on Delivery Checklist have been completed.  
Se hizo todo lo indicado en el Comprobante de Entrega (No. de Forma 01-085314-03).

User's Signature  
Firma del usuario \_\_\_\_\_

Dir. Rep. Signature  
Firma del representante del distribuidor \_\_\_\_\_

**Delivery Checklist CONTINUED ON REVERSE SIDE**

At dealership

- Make sure all pending Safety Product Improvement Programs (PIP) have been completed.
- Make sure all necessary forms and literature are available.
- All decals are installed.
- All attachments are installed/available.
- Install shipping/service lock pins in fire suppression system (if equipped) when transporting machine.

At delivery area with customer (owner operator):

- Explain Parts Book.
- Explain all warning labels on machine.
- Show location of all serial numbers on machine.

**Lubrication and Maintenance.**

- Explain Maintenance Guide.
- Instruct how to use lubrication and maintenance chart.
- Show all lubrication points on the machine and attachments.

**Lista de Comprobación SIGUE AL DORSO**

En la distribuidora

- Asegurese que se completaron los programas pendientes de mejoras al producto para fines de seguridad (PIP).
- Asegurese que hay disponibles todas las formas y folletos necesarios.
- Se han puesto todas las etiquetas.
- Todos los accesorios están instalados/disponibles.
- Se han instalado los pasadores de traba para embarque/servicio en el sistema supresor de incendios (si tiene) al transportar la máquina.

En el lugar de entrega con el cliente (propietario operador).

- Explicar et Catálogo de Piezas.
- Explicar todos los rótulos de advertencia de la máquina.
- Mostrar ubicación de todos los números de serie en la máquina.

**Lubricación y Conservación**

- Explicar la Guía de Conservación.
- Indicar cómo se utiliza el cuadro de lubricación y conservación.
- Mostrar todos los puntos de lubricación de la máquina y accesorios.



## DIGITAL AUTHORIZATION

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

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

Data transmitted to Caterpillar is used in accordance with Caterpillar's Data Governance Statement ("DGS"), which describes Caterpillar's practices for collecting, sharing and using data and information related to customers machines, products, Devices or other Assets and their associated worksites. The DGS can be reviewed at <https://www.caterpillar.com/en/legal-notices/data-governance-statement.html>.

Caterpillar's process for performing remote diagnostics and making available remote software and firmware updates and upgrades, such as configuration, patches, bug fixes, new or enhanced features, etc., for Assets and Devices is described in the Cat® Remote Services – Software Update Process for select ProductLink™ Telematics and Cat Equipment Control Module Software document (the "RSP Document"). The RSP Document can be reviewed at [https://www.cat.com/remoteservicesprocess\\_ga=2.245276421.1412167159.1561985855-475983137.1559312215](https://www.cat.com/remoteservicesprocess_ga=2.245276421.1412167159.1561985855-475983137.1559312215).

Company acknowledges and agrees to data transmission to Caterpillar via devices installed on Company equipment or by other means as outlined and described in the DGS, and grants to Caterpillar the right to collect, use, and share such information, including to its Distribution Networks or other affiliates, in accordance with the Caterpillar Data Governance Statement. Company's authorization also applies to any data and information previously collected by Caterpillar.

AGREE

DECLINE

Company acknowledges and agrees to participate in Remote Services (including, remote diagnostics and remote updates and upgrades) and authorizes Caterpillar to remotely access, program, and install updates and upgrades for Company's Assets and Devices in accordance with the Remote Services Process Document.

AGREE

DECLINE

The rights granted in this authorization survive the termination or expiration of the Company's subscriptions to any Digital Offerings. Except as set out in a written agreement between Company and Caterpillar expressly referencing the Data Governance Statement, this authorization supersedes and replaces any other authorizations with regard to the subject matter hereof.

### FOR DEALER USE ONLY

Company : \_\_\_\_\_

Company UCID : \_\_\_\_\_

Company Name (print) : \_\_\_\_\_

Company Representative CWS ID : \_\_\_\_\_

Company Representative (print) : \_\_\_\_\_

Main Store Dealer Code : \_\_\_\_\_

Signature : \_\_\_\_\_

Dealer Representative Name : \_\_\_\_\_

Date : \_\_\_\_\_

Dealer Representative CWS ID : \_\_\_\_\_

---

First Name

---

Last Name

---

Email

---

Phone

---

Company

## WHAT WOULD YOU LIKE ACCESS TO?

- VisionLink<sup>®</sup> (fleet management)
- Parts.Cat.Com/Cat<sup>®</sup> Central (buy parts online)
- Cat<sup>®</sup> Inspect (paperless inspection platform)
- Cat<sup>®</sup> SOS Manager (oil samples)
- Cat<sup>®</sup> Rental Store (manage equipment rentals)
- Cat<sup>®</sup> SIS (service & parts information)



Hayden  
 10780 N Highway 95 Hayden, ID 83835  
 208.762.6690

# SALES AGREEMENT

AGREEMENT: Q000334742-2  
 AGREEMENT DATE: 9/12/2023  
 AGREEMENT EXPIRES: 10/8/2023  
 WAREHOUSE: Hayden Machine Sales  
 CUSTOMER NO.: 1055800  
 CUSTOMER PO:  
 SALESMAN: Jeff D Shaw  
 208-659-3003  
 Jeff.Shaw@wseco.com

**SOLD TO:**

City Of Coeur D'Alene  
 710 E Mullan Ave  
 Coeur d Alene, ID 83814-3958

**SHIP TO:**

Office  
 710 E Mullan Ave  
 Coeur d Alene, ID 83814-3958

**ITEM DESCRIPTION**

ITEM DESCRIPTION	PRICE
2023 Caterpillar 930M S/N: F5K03132 ID:E0121275	\$240,810.74
<ul style="list-style-type: none"> <li>● Caterpillar PAL BKT 3.00YDX099.37 QC BOCE SWL S/N: TBD</li> <li>● Caterpillar PAL CPLR 930M S/N: TBD</li> <li>● Delivery Freight</li> <li>● New Warranty - 5 Yr / 3000 Hr Governmental Failsafe Warranty.</li> </ul>	

**Notes**

Before Tax Balance	\$240,810.74
Sales Tax	\$0.00
Trade Payoff	\$0.00
Downpayment	\$0.00
<b>Net Due</b>	<b>\$240,810.74</b>

**Western States Equipment**

**City Of Coeur D'Alene**

Order Received by \_\_\_\_\_

Approved and Accepted by \_\_\_\_\_

Title Regional Sales Manager Date \_\_\_\_\_

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 initialing 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.

## 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: \_\_\_\_\_



**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 Coeur D'Alene			OWNER PHONE	
OWNER ADDRESS, CITY and ZIP CODE 710 E Mullan Ave Coeur d Alene, ID 83814-3958				
EXTENDED WARRANTY COVERAGE New Warranty - 5 Yr / 3000 Hr Governmental Failsafe Warranty.				
MODEL 930M	PRODUCT DESCRIPTION 930M	HOUR METER 0	SERIAL NUMBER F5K03132	DELIVERY DATE

**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-COUPERS 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 or 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**



Caterpillar Inc.  
Peoria, Illinois 61629

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

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

**Delivery Service Record**

**Comprobante Del Servicio de Entrega**

DLR. CODE	MODEL	MACHINE SERIAL NO.	HOURS	DELIVERY DATE	ENGINE SERIAL NO.
COD. DISTRIB.	MODELO	N/S MAQUINA	HORAS	FECHA DE ENTREGA	N/S MOTOR
H510	930M	F5K03132	0		

**ATTACHMENTS INSTALLED:** BUCKET, DOZER, RIPPER, WINCH, CAB, TRANSMISSION, BOOM, STICK, ETC.

**ACCESORIOS INSTALADOS:** CUCHARON, HOJA, DESGARRADOR, MALACATE, CABINA, TRANSMISION, PLUMA, BRAZO, ETC.

Mfr. & Model or Part No, Fabricante y Modelo o N/P	Mfr. & Model or Part No, Fabricante y Modelo o N/P	Mfr. & Model or Part No, Fabricante y Modelo o N/P	Mfr. & Model or Part No, Fabricante y Modelo o N/P
Serial No. N/S	Serial No. N/S	Serial No. N/S	Serial No. N/S

Customer Name (Please Print) / Nombre del Cliente (con letra de imprenta) City Of Coeur D'Alene

Dirección postal completa 710 E Mullan Ave Coeur d Alene, ID 83814-3958

Country / país USA

Delivery service on this machine has been completed, including the following items. Check ( ) when each item is completed.  
El servicio de entrega de esta máquina se ha completado incluso los puntos siguientes, Marque ( ) cada punto que complete.

- 1. Operation Guide delivered with machine and operating controls and warning labels explained to user. Se entregó con la máquina la Guía de Operación y se explicó al usuario la operación de los controles y los rótulos de advertencia.
- 2. Maintenance Guide delivered with machine and maintenance service, fluid levels and adjustments explained to user, Se entregó con la máquina la Guía de Conservación y se explicó al usuario el servicio de conservación, ajustes y nivel de fluidos
- 3. Parts Book delivered with machine. Se entregó con la máquina el Catálogo de Piezas.
- 4. All items on Delivery Checklist have been completed, Se hizo todo lo indicado en el Comprobante de Entrega (No. de Forma 01-085314-03).

User's Signature / Firma del usuario \_\_\_\_\_

Dir. Rep. Signature / Firma del representante del distribuidor \_\_\_\_\_

**Delivery Checklist CONTINUED ON REVERSE SIDE**

At dealership

- Make sure all pending Safety Product Improvement Programs (PIP) have been completed.
- Make sure all necessary forms and literature are available.
- All decals are installed.
- All attachments are installed/available.
- Install shipping/service lock pins in fire suppression system (if equipped) when transporting machine.

At delivery area with customer (owner, operator):

- Explain Parts Book.
- Explain all warning labels on machine.
- Show location of all serial numbers on machine.

**Lubrication and Maintenance.**

- Explain Maintenance Guide.
- Instruct how to use lubrication and maintenance chart.
- Show all lubrication points on the machine and attachments.

**Lista de Comprobación SIGUE AL DORSO**

En la distribuidora

- Asegurese que se completaron los programas pendientes de mejoras al producto para fines de seguridad (PIP).
- Asegurese que hay disponibles todas las formas y folletos necesarios.
- Se han puesto todas las etiquetas.
- Todos los accesorios están instalados/disponibles.
- Se han instalado los pasadores de traba para embarque/servicio en el sistema supresor de incendios (si tiene) al transportar la máquina.

En el lugar de entrega, con el cliente (propietario, operador).

- Explicar et Catálogo de Piezas.
- Explicar todos los rótulos de advertencia de la máquina.
- Mostrar ubicación de todos los números de serie en la máquina.

**Lubricación y Conservación**

- Explicar la Guía de Conservación.
- Indicar cómo se utiliza el cuadro de lubricación y conservación.
- Mostrar todos los puntos de lubricación de la máquina y accesorios.



## DIGITAL AUTHORIZATION

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

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

Data transmitted to Caterpillar is used in accordance with Caterpillar's Data Governance Statement ("DGS"), which describes Caterpillar's practices for collecting, sharing and using data and information related to customers machines, products, Devices or other Assets and their associated worksites. The DGS can be reviewed at <https://www.caterpillar.com/en/legal-notices/data-governance-statement.html>.

Caterpillar's process for performing remote diagnostics and making available remote software and firmware updates and upgrades, such as configuration, patches, bug fixes, new or enhanced features, etc., for Assets and Devices is described in the Cat® Remote Services – Software Update Process for select ProductLink™ Telematics and Cat Equipment Control Module Software document (the "RSP Document"). The RSP Document can be reviewed at [https://www.cat.com/remoteservicesprocess\\_ga=2.245276421.1412167159.1561985855-475983137.1559312215](https://www.cat.com/remoteservicesprocess_ga=2.245276421.1412167159.1561985855-475983137.1559312215).

Company acknowledges and agrees to data transmission to Caterpillar via devices installed on Company equipment or by other means as outlined and described in the DGS, and grants to Caterpillar the right to collect, use, and share such information, including to its Distribution Networks or other affiliates, in accordance with the Caterpillar Data Governance Statement. Company's authorization also applies to any data and information previously collected by Caterpillar.

AGREE

DECLINE

Company acknowledges and agrees to participate in Remote Services (including, remote diagnostics and remote updates and upgrades) and authorizes Caterpillar to remotely access, program, and install updates and upgrades for Company's Assets and Devices in accordance with the Remote Services Process Document.

AGREE

DECLINE

The rights granted in this authorization survive the termination or expiration of the Company's subscriptions to any Digital Offerings. Except as set out in a written agreement between Company and Caterpillar expressly referencing the Data Governance Statement, this authorization supersedes and replaces any other authorizations with regard to the subject matter hereof.

### FOR DEALER USE ONLY

Company : \_\_\_\_\_

Company Name (print) : \_\_\_\_\_

Company Representative (print) : \_\_\_\_\_

Signature : \_\_\_\_\_

Date : \_\_\_\_\_

Company UCID : \_\_\_\_\_

Company Representative CWS ID : \_\_\_\_\_

Main Store Dealer Code : \_\_\_\_\_

Dealer Representative Name : \_\_\_\_\_

Dealer Representative CWS ID : \_\_\_\_\_

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First Name

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Last Name

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Email

---

Phone

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Company

## WHAT WOULD YOU LIKE ACCESS TO?

- VisionLink® (fleet management)
- Parts.Cat.Com/Cat® Central (buy parts online)
- Cat® Inspect (paperless inspection platform)
- Cat® SOS Manager (oil samples)
- Cat® Rental Store (manage equipment rentals)
- Cat® SIS (service & parts information)