

**PURCHASE AGREEMENT BETWEEN
LARAMIE COUNTY, WYOMING & WYOMING MACHINERY COMPANY**

THIS AGREEMENT is made and entered into by and between Laramie County, Wyoming, P.O. Box 608, Cheyenne, Wyoming 82003-0608, ("COUNTY") and Wyoming Machinery Company ("CATERPILLAR"). The parties agree as follows:

I. PURPOSE

The purpose of this Agreement is to provide for the purchase of one (1) new caterpillar Model 962M Wheel Loaders by the Laramie County Public Works from CATERPILLAR as described in the attached Quote 215709-01 dated January 8, 2019. The Agreement of the parties includes this Agreement and the following documents, which are attached and incorporated herein by reference:

- Quote 215709-01 dated January 8, 2019 (Attachment A) (5 pages)

In the event of a conflict in these documents, the terms of this Agreement shall control.

II. TERM

This Agreement shall commence on the date of the last signature affixed hereto and remain in full force and effect until terminated as provided herein.

III. PAYMENT

COUNTY shall pay CATERPILLAR upon receipt of an invoice to the COUNTY, or submission of other documentation certifying delivery of the new 962 Wheel Loaders, as indicated in Quote 215709-01 (Attachment A). No payment shall be made before the last signature is affixed to this Agreement. Payments shall be in accordance with Wyo. Stat. § 16-6-602 (as amended).

V. RESPONSIBILITIES OF CATERPILLAR

A. CATERPILLAR shall provide the product described in the attached documents (described in ¶ I. above), as modified by this Agreement.

B. CATERPILLAR bears all responsibility for loss or damage to the products during shipment, and all responsibilities cease when the product is delivered to, and accepted by COUNTY.

VI. GENERAL PROVISIONS

A. Independent CONTRACTOR: Reserved

B. Acceptance Not Waiver: COUNTY's acceptance or approval of the product

furnished hereunder shall not in any way relieve CATERPILLAR of responsibility for its obligations hereunder. COUNTY's payment for the product shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

C. Termination: This Agreement may be terminated (a) by either party at any time for failure of the other party to comply with the terms and conditions of this agreement; (b) by COUNTY upon notice to CATERPILLAR, (c), by CATERPILLAR, with thirty (30) days' prior written notice to the other party; or (d) upon mutual written agreement by both parties.

D. Entire Agreement: This Agreement (5 pages) and the documents listed in ¶ I. above, as modified by the Agreement, represent the entire and integrated agreement and understanding between the parties and supersede all prior negotiations, statements, representations and agreements, written or oral.

E. Assignment: Neither this Agreement, nor any rights or obligations hereunder shall be assigned or delegated by a party without the prior written consent of the other party.

F. Modification: This Agreement shall be modified only by a written agreement, duly executed by all parties hereto.

G. Invalidity: If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, or if the COUNTY is advised of any such actual or potential invalidity or unenforceability, such holding or advice shall not invalidate or render unenforceable any other provision hereof. It is the express intent of the parties that the provisions of this Agreement are fully severable.

H. Applicable Law and Venue: The parties mutually understand and agree this Agreement shall be governed by and interpreted pursuant to the laws of the State of Wyoming. If any dispute arises between the parties from or concerning this Agreement or the subject matter hereof, any suit or proceeding at law or in equity shall be brought in the District Court of the State of Wyoming, First Judicial District, sitting at Cheyenne, Wyoming or the Federal District Court, District of Wyoming. The foregoing provisions of this paragraph are agreed by the parties to be a material inducement to CATERPILLAR and to COUNTY in executing this Agreement. This provision is not intended nor shall it be construed to waive COUNTY's governmental immunity as provided in this Agreement.

I. Contingencies: CATERPILLAR certifies and warrants no gratuities, kick-backs or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts or other considerations made contingent upon the award of this Agreement.

J. Discrimination: All parties agree they will not discriminate against any person who performs work under the terms and conditions of this Agreement because of race, color, gender, creed, handicapping condition, or national origin.

K. ADA Compliance: All parties agree they will not discriminate against a qualified

individual with disability, pursuant to a law as set forth in the Americans With Disabilities Act, P.L. 101-336, 42 U.S.C. § 12101, *et seq.*, as amended and/or any properly promulgated rules and regulations relating thereto.

L. Governmental/Sovereign Immunity: COUNTY does not waive its Governmental/Sovereign Immunity, as provided by any applicable law including W.S. § 1-39-101 *et seq.*, by entering into this Agreement. Further, COUNTY fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this Agreement.

M. Indemnification: To the fullest extent permitted by law, CATERPILLAR agrees to indemnify and hold harmless COUNTY, its elected and appointed officials, employees and volunteers from any and all liability for injuries, damages, claims, penalties, actions, demands or reasonable expenses arising from or in connection with negligent acts or omissions, willful misconduct, or defective products provided by CATERPILLAR pursuant to this Agreement except to the extent liability is caused by the sole negligence or willful misconduct of COUNTY or its employees. CATERPILLAR shall carry insurance and bonding sufficient to cover its obligations as indicated herein and provide COUNTY with proof of such insurance.

N. Third Parties: The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to the Agreement, and shall inure solely to the benefit of the parties to this Agreement.

O. Conflict of Interest: COUNTY and CATERPILLAR affirm, to their knowledge, no CATERPILLAR employee has any personal beneficial interest whatsoever in the agreement described herein. No staff member of CATERPILLAR, compensated either partially or wholly with funds from this Agreement, shall engage in any conduct or activity which would constitute a conflict of interest relative to this Agreement.

P. Force Majeure: Neither party shall be liable to perform under this Agreement if such failure arises out of causes beyond control, and without the fault or the negligence of said party. Such causes may include, but are not restricted to, Act of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. In every case, however, a failure to perform must be beyond the control and without the fault or the negligence of said party.

Q. Limitation on Payment: COUNTY's payment obligation is conditioned upon the availability of funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services and equipment provided by CATERPILLAR, the Agreement may be terminated by COUNTY at the end of the period for which funds are available. COUNTY shall notify CATERPILLAR at the earliest possible time of the services which will or may be effected by a shortage of funds. At the earliest possible time means at least thirty (30) days before the shortage will affect payment of claims, if COUNTY knows of the shortage at least thirty (30) days in advance. No penalty shall accrue to COUNTY in the event this provision is exercised, and COUNTY shall not be obligated or liable for any future

payments due or for any damages as a result of termination under this provision.

R. Notices: All notices required and permitted under this Agreement shall be deemed to have been given, if and when deposited in the U.S. Mail, properly stamped and addressed to the party for whom intended at such parties' address listed herein, or when personally delivered personally to such party. A party may change its address for notice hereunder by giving written notice to the other party.

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**PURCHASE AGREEMENT BETWEEN
LARAMIE COUNTY, WYOMING & WYOMING MACHINERY COMPANY**

Signature Page


LARAMIE COUNTY, WYOMING

By: _____ Date _____
Chairman, Laramie County Commissioners

ATTEST:

By: _____ Date _____
Debra Lee, Laramie County Clerk

CATERPILLAR: WYOMING MACHINERY COMPANY

By:  Date 2-13-19
Title: Machine Sales

REVIEWED AND APPROVED AS TO FORM ONLY:

By:  Date 2/13/19
Gladys Ayokosok
Deputy Laramie County Attorney



215709-01

January 8, 2019

LARAMIE COUNTY PUBLIC WORKS

13797 PRAIRIE CENTER CIRCLE
CHEYENNE, Wyoming 82009

Attention: David Bumann

Dear David Bumann,

Thank you for your interest in Wyoming Machinery Company and the opportunity to quote this Caterpillar product for your business needs. We are pleased to offer the following for your purchase consideration.

One (1) New Caterpillar Inc. Model: 962M Wheel Loaders with all standard equipment in addition to the additional specifications listed below:

STOCK NUMBER: New SERIAL NUMBER: New YEAR: 2019 SMU: 0.0

The following quotation reflects present prices and is valid for 30 days, but is subject to adjustment thereafter to manufactures prices that exist at the time of shipment. Whether or not specifically set forth, this quotation is subject to all federal or state tax that may be applicable. If there are any questions, please do not hesitate to contact me.

Sincerely,

Keith Cashman
Machine Sales Representative
Wyoming Machinery Company
KLCashman@WyomingCat.com
307-214-8226

One (1) New Caterpillar Inc. Model: 962M Wheel Loaders with all standard equipment in addition to the additional specifications listed below:

Standard Equipment

POWERTRAIN

Engine, Cat C7.1 ACERT	with Integrated Braking System (IBS)
Torque converter, with lock-up clutch	Brake wear indicators
free wheel stator	Fan drive hydraulic, electronically
Transmission countershaft, automatic,	controlled, temperature sensing,
powershift (5F/3R)	on demand
Pump transmission, split flow	Fuel priming pump (electric)
Productive Economy Mode (fuel	Fuel/Water separator
consumption optimization)	Engine air intake with strata-tubes
Brakes, full hydraulic enclosed wet-disc	Parking Brake, disk & caliper

HYDRAULICS

Load sensing system with variable	Hydraulic oil cooler (swing out)
displacement piston pump.	Oil sampling valves
Hoses, Caterpillar XT	Remote diagnostic pressure taps
Couplings, Caterpillar O-ring face seal	Hydraulic Service Center

ELECTRICAL

Batteries (2), maintenance free 1400CCA	Receptacle remote start w/o cables
Starting and charging system (24V)	Starter, electric, heavy duty
Alternator, 115-amp brushed	Emergency shut-off switch
Alarm, back-up	Rear camera
Ignition key; start/stop switch	Electrical Service Center
Main disconnect switch	

OPERATOR ENVIRONMENT

A-Post mounted membrane 16 switch keypad	manifold
Climate Control	-Pressures: engine oil, fuel pressure
Bucket/Work tool function lockout	Hi/Low, primary steering oil,
EH Parking Brake	service brake oil
Intermittent front wiper control	-Battery voltage Hi/Low
Horn, electric	-Engine air filter restriction
Lights, cab dome (2)	-Hydraulic oil filter restriction
Radio ready (entertainment) includes	-Hydraulic oil level low
antenna, speaker & converters (12V-	-Parking brake
10amp)	-Transmission filter bypass
3 receptacles, 12V	Multi-function monitor:
Beverage holders (2) with storage	-180mm(7") color LCD touch-screen
compartment for cell phone/MP3 player	display
Coat hooks (2)	-Rear-view camera image display
Sliding Window	(reverse travel activated)

Ergonomic Cab access
Sun visor, front
Computerized monitoring system
Front dash information display with :
-Speedometer/Tachometer
-Digital gear indicator
-Temperatures: engine coolant,
hydraulic oil, transmission oil
-Fuel level
Warning Indicators:
-Temperatures: axle oil, engine intake

Machine utilization information :
-Total fuel consumption
-Average fuel burn rate
-Engine fuel consumption
-Total idle time
-Total operating hours
-Travel distance (odometer)
-Total idle fuel
-Total operating hours, neutral
-Total operating hours with hydraulic
filter in bypass

OTHER STANDARD EQUIPMENT

Engine idle management system and auto
idle shutdown
Filters: fuel, engine air, engine oil,
hydraulic oil, transmission
Hitch, drawbar
Kickout, lift & tilt, automatic

(adjustable)
Sight gauges: engine coolant, hydraulic
oil, and transmission oil level
Lift and tie down points
Articulation locking bar
Parallel Z-bar lifting

MACHINE SPECIFICATIONS

962M WHEEL LOADER	464-2610	COOLING CORES, 6 FPI	364-9808
LANE 2 - AVAILABLE FROM PIRACICABA FACTORY		FAN, STANDARD	503-6412
LANE 3 - AVAILABLE FROM PIRACICABA FACTORY		ANTIFREEZE, -34C (-29F)	371-7064
LANE 3 ORDER	0P-9003	TIRES, 23.5R25 MA MS302 **E3/L3	547-8401
REGIONAL PACKAGE, AM-N	506-3495	FENDERS, BASIC +	464-6672
STANDARD PACKAGE	512-0858	HOOD, NON-METALLIC	336-0000
LINKAGE, STANDARD LIFT	508-3486	SOUND SUPPRESSION, STANDARD	465-6576
COUNTERWEIGHT, AGGREGATE	455-7847	AUTOLUBE, STD/LOGGER	495-7496
AIR INLET STANDARD, RAIN CAP	365-0112	ANTIFREEZE WINDSHIELD WASHER	0P-1939
AXLES, LOCK/OPEN, ED	366-9903	FUEL ANTIFREEZE, -25C (-13F)	0P-3978
HYDRAULICS, 2V RC, STD/LOG/HL	501-0400	INSTRUCTIONS, ENGLISH	0P-3380
HYDRAULIC OIL, STANDARD	366-9912	RADIO, CB (READY)	372-1603
STARTING, COLD (120V)	373-3911	RADIO, AM/FM/USB/MP3 BLUETOOTH	372-1600
LIGHTS, HALOGEN	486-2311	LIGHT, WARNING BEACON	491-7467
CAB, DELUXE (LHD)	505-1530	QUICK COUPLER READY, STD LIFT	373-3902
WINDOWS, STANDARD	493-9615	QUICK COUPLER, FUSION	349-5246
STEERING, LHD JOYSTICK	384-7007	WORKTOOL'S LITERATURE	0P-4108
JOYSTICK, 2V, LHD	495-0872	BKT GP ST 114" 4.75 YD3 PO	354-4855
SEAT BELT, 3" W/INDICATOR	450-1592	CUTTING EDGE, BOLT-ON	139-9229
MANUAL DIFF, LHD JOYSTICK	384-7004	ROLL ON-ROLL OFF	0P-6619
FILTRATION, STANDARD	505-1519	STORAGE PROTECTION	0P-2918
CAB TRIM, HEATED (LHD)	505-1515	PROTECTION, CYLINDER ROD	0P-3940
PRODUCT LINK, CELLULAR PLE641	434-0691		

SELL PRICE	\$261,000.00
EXT WARRANTY	Included
LESS GROSS TRADE ALLOWANCE	(\$65,000.00)
NET TRADE ALLOWANCE	(\$65,000.00)
TOTAL TAX EXEMPT BALANCE	\$196,000.00

TRADE-INS

Model	Make	Serial Number	Year	Trade Allowance
962G II	CATERPILLAR INC. (AA)	0AXY00490	2006	\$65,000.00

WARRANTY & COVERAGE

Standard Warranty: Caterpillar Limited Warranty: New Machines Only Earthmoving, Construction, Material Handling, Forestry Products, and Paving Product Machines for selected models designated by Caterpillar with 12 month / unlimited hour warranty.

Total Machine Protection Plan:

7 Years/7,500 Hours, whichever occurs first from original in-service date.

Extended Warranty:

- Warranty includes travel time, per diem, deductibles, and mileage to perform any warranty work. Coverage machine will be provided if the unit is down for 48 hours or more (at the request of the customer). All failures (other than operational damage) related to the emissions module (including DPF) and downstream failures caused by or related to the Emissions Module will be covered under the Total Machine Warranty. Vendor will cover all freight costs associated with warranty repairs.

7 YR/7,500 HR Guaranteed Buy-Back: \$125,000.00 per unit

- Guaranteed buyback Option:** Machine must be in good operating condition, no broken glass, straight sheet metal, and tires at 70%. This buyback is for the machine only. The unit must be operated and maintained according to the Caterpillar Operation and Maintenance Manual.

F.O.B./TERMS:

Cheyenne