

MEMORANDUM

TO: Board of Trustees

THROUGH: Indra Winqest, District General Manager

FROM: Brad Underwood, Director of Public Works

SUBJECT: Review, discuss and possibly approve the rebuild of three Caterpillar 950G loaders by Empire Southwest (formerly Cashman Equipment) and purchase of tire chains from Silver State International (Requesting Staff Member: Director of Public Works Brad Underwood)

RELATED STRATEGIC PLAN BUDGET INITIATIVE(S):

LONG RANGE PRINCIPLE #5 – ASSETS AND INFRASTRUCTURE

The District will practice perpetual asset renewal, replacement and improvement to provide safe and superior long term utility services and recreation venues, facilities, and services.

Budgeted Initiatives for 2021 - 2023 Item D.

Allocate capital expenditures to maintain services and facilities.

RELATED DISTRICT POLICIES, PRACTICES, RESOLUTIONS OR ORDINANCES

Board Policy 12.1.0 Capital Planning - Multi-Year Capital Planning
Board Policy 13.1.0 Capital Planning - Capital Project Budgeting
Board Practice 13.2.0 Capital Planning – Capital Expenditures
Board Policy 20.1.0 Purchasing Policy for Goods and Services

DATE: May 25, 2023

I. RECOMMENDATION

That the Board of Trustees:

1. Approve a purchase order contract with Empire Southwest for the rebuild of three 2002 950G Caterpillar Loaders, in the total amount of \$675,000.00 (CIP Project Numbers 2097HE1729, 2097HE1730 and 3463HE1723).

2. Authorize the issuance of a purchase order with Silver State International for the purchase of loader tire chains for three 950G loaders (CIP 2097HE1725 and 3463HE1722).
3. Authorize the transfer of funds in the amount of \$6,352 from CIP project number 2097HE1729 to CIP project number 2097HE1725.
4. Authorize the transfer of funds in the amount of \$3,426 from CIP project number 3463HE1723 to CIP project number 3463HE1722.
5. Authorize the Director of Public Works to sign the Purchase Order Contract in substantially the form presented.

II. BACKGROUND

The District owns and operates three 2002 950G Caterpillar loaders used by the Public Works Department and Diamond Peak Ski Resort for snow removal at all District Facilities during the winter and earthwork and construction needs during the summer season. Snow removal is key to Diamond Peak Ski Resort operations as Public Works clears Ski Way up to the resort for staff and customer access. It is also key for Public Works facilities such as the Corporation Yard, Water Resource Recovery Facilities, Water Plant, Water Reservoirs, and various pump stations. Having access to these key Public Works facilities is key to responding to any needs or emergencies for continual sewer and water operations for the community.

The District identified these loaders for replacement in 2017 and has included them in the CIP program since then. The life of the equipment has been extended several times due to its age and condition. Now at 21 years old, there is a need to replace these loaders. However, there is an opportunity to take advantage of a new program provided by Empire Southwest of Sparks, Nevada. This would be to rebuild the loaders at a cost less than that of replacement (see attachment). Rebuilding the loaders would restore them to a like-new operating condition and include a 5-year warranty. The rebuild of the loaders would extend their life expectancy by approximately 15 to 20 years.

This proposed loader rebuild is in lieu of a new purchase, which was planned as part of the FY 2022/23 Capital Improvement Budget approved by the Board of Trustees on May 26, 2022. If the loaders were purchased instead of rebuilt, the District would have the option to participate in a buyback program offered through Empire Southwest. The program allows for buyback of the loaders after 5 years or 5,000 hours whichever comes first. The buyback option provides a 62% credit of the original loader purchase price which is applied to the purchase of a new loader. (See attachment).

The loader tire chains are inspected and assessed every year. The existing chains have been in use for seven winters and have reached the end of their service life and need to be replaced before next winter season. This replacement purchase (see attachment) is part of the FY 2022/23 Capital Improvement Budget and was approved by the Board of Trustees on May 26, 2022.

III. BID RESULTS

The proposed procurement to rebuild the loaders complies with NRS 332.115, it is a sole source purchase from Empire Southwest, which is offering the rebuild program and is the local Caterpillar dealer. Silver State International is also the Sole Source Supplier for Pwag Loader Tire Chains. As a result, staff did not seek competitive bids for either purchase.

IV. FINANCIAL IMPACT AND BUDGET

In addition to some budgetary savings, the completion of the proposed loader rebuild will eliminate the need to carry out capital projects 2097LE1720, 2097LE1721 and 3464LE1729 for a combined budget of \$57,000 in FY 2022/23. These projects are intended to adapt existing implements that attach to our loaders since new loaders have a different attachment mounting. With the loader rebuild taking place, the adaptation would no longer be needed. If we purchased new loaders the budget would need to be increased.

The following is an analysis of the budget variance that results from the loader rebuild option versus the loader purchase.

Loader Rebuild Recommendation			
Description	Cost	FY 2022/23 Budget	Budget Variance
Caterpillar 950G Loader (CIP 2097HE1729)	\$225,000	\$265,000	\$40,000
Caterpillar 950G Loader (CIP 2097HE1730)	\$225,000	\$265,000	\$40,000
Caterpillar 950G Loader (CIP 3463HE1723)	\$225,000	\$265,000	\$40,000
Loader Tire Chains (CIP 2097HE1725)	\$26,352	\$20,000	\$(6,352)
Loader Tire Chains (CIP 3463HE1722)	\$13,176	\$9,750	\$(3,426)
Projects no longer needed as a result of the loader rebuilt:			
Snowplow #300A (CIP 2097LE1720)	\$0	\$19,000	\$19,000
Snowplow #307A (CIP 2097LE1721)	\$0	\$19,000	\$19,000
Snowplow #304A (CIP 3464LE1729)	\$0	\$19,000	\$19,000
Total Budget Variance			\$167,220

Loader Purchase Option			
Description	Cost	FY 2022/23 Budget	Budget Variance
Caterpillar 950G Loader (CIP 2097HE1729)	\$304,719	\$265,000	\$(39,719)
Caterpillar 950G Loader (CIP 2097HE1730)	\$304,719	\$265,000	\$(39,719)
Caterpillar 950G Loader (CIP 3463HE1723)	\$304,719	\$265,000	\$(39,719)
Loader Tire Chains (CIP 2097HE1725)	\$26,352	\$20,000	\$(6,352)
Loader Tire Chains (CIP 3463HE1722)	\$13,176	\$9,750	\$(3,426)

Current loader sale proceeds (3 loaders at \$50,000 each)	\$150,000	\$0	\$150,000
Projects needed due to loader purchase (Cost based on budget):			
Snowplow #300A (CIP 2097LE1720)	\$19,000	\$19,000	\$0
Snowplow #307A (CIP 2097LE1721)	\$19,000	\$19,000	\$0
Snowplow #304A (CIP 3464LE1729)	\$19,000	\$19,000	\$0
Total Budget Variance			\$21,065

While the cost difference between purchasing new loaders and rebuilding the existing loaders is relatively small (approximately \$150,000) staff recommends proceeding with the rebuild option. Advantages of rebuilding the current equipment are the low hours, there is not as much electronic controls making the loaders more simple to operate maintain, fleet staff know how to maintain the current loaders and will not need additional training or instrumentation to troubleshoot problems. We believe that this will result in lower maintenance costs and less downtime over the life of the equipment, expected to be 15 to 20 years. The rebuild will provide the reliability that is needed to perform snow removal.

V. ALTERNATIVES

1. Purchase new loaders
2. Purchase new loaders with buyback program option
3. Defer Action

Deferring this equipment rebuild and purchase of the loader tire chains may have negative impacts on District snow removal operations, since due to the age of the equipment, there is an increased risk of failure and high downtime for repairs.

VI. COMMENTS

The Purchase Order Contract has been reviewed and approved substantially by District Legal Counsel.

VII. BUSINESS IMPACT/BENEFIT

During the winter months, snow removal operations throughout District facilities rely heavily on these three 950G Caterpillar Loaders. During the summer, the loaders aid in earthwork and construction needs. The useful life of the loaders was extended several times since 2017 and they are ready for replacement. The like-new condition provided by the loader rebuild will allow for more certainty of service for these critical District needs, which directly affects customer service for the users of our venues.

This item is a “rule” within the meaning of Nevada Revised Statutes, Chapter 237, but it does not impose a direct and significant economic burden on a business or directly restrict the formation, operation or expansion of a business. Therefore, it does not require a Business Impact Statement.

VIII. ATTACHMENTS

1. Empire Southwest Rebuild Quotes (3)
2. Empire Southwest Buyback Program Letter
3. Silver State International Tire Chain Quotes (2)
4. Empire Southwest Purchase Order Contract

IX. DECISION POINTS NEEDED FROM THE BOARD OF TRUSTEES

That the Board of Trustees:

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Empire Southwest Rebuild Quotes (3)



INCLINE VILLAGE GEN IMPROVE DISTRICT
893 SOUTHWOOD BLVD
INCLINE VILLAGE

CUSTOMER NO.	PROPOSAL NO.	DATE	CONTACT
046823	94536	4/18/2023	FRANK MOSER
PHONE NO.	FAX NO.	EMAIL	
775-385-2217			
MODEL	MAKE	SERIAL NO.	
950G	AA	03JW02811	
UNIT NO.	HOURS	WO NO.	P.O. NO.
523	4115		
Note			
CAT CERTIFIED POWERTRAIN PLUS HYDRAULICS REBUILD INCLUDES: RADIATOR, ENGINE, CEM, TRANS, T/C, AXLES ASSEMBLIES, FAN PUMP, DRIVE SHAFT, PAINT MACHINE. CYLINDERS, PUMPS, VALVES, HOSES, RECON TANK AND PRODUCT LINK EXCLUDES: MAJOR FRAMES, ASSEMBLIES, WHEELS & TIRES AFTER DISASSEMBLY & CLEANING. MAJOR ITEMS WILL BE INSPECTED PER REUSABILITY GUIDELINES AND AN ADDITIONAL ESTIMATE WILL BE PROVIDED FOR PARTS, LABOR, & MACHINE WORK. TRANSPORT COSTS ARE NOT INCLUDED IN THIS ESTIMATE. ANY TRANSPORT CHARGES WILL BE ADDITIONAL.			

SEGMENT: 00 INSPECT MACHINE
 NOTES:

Labor
Misc

Segment 00 Total: 324.00

SEGMENT: 01 RECONDITION COOLING PACKAGE
 NOTES:
 REMOVE & INSTALL COOLING PACKAGE FOR RECONDITION
 INCLUDES: HOSES, SEALS, MOUNTS & COOLANT,
 INCLUDES FAN MOTOR AND PUMP
 DISASSEMBLE AND ASSEMBLE RADIATOR ASSEMBLY-
 REPLACE RADIATOR, SEND COOLERS TO ARROWHEAD
 RADIATOR.

Parts

Labor
Misc

Segment 01 Total: 22,009.00

SEGMENT: 02 REMOVE & INSTALL POWERTRAIN COMPONENTS
NOTES:
INCLUDES FLUID AND POWERTRAIN HARNESES

Parts
Labor
Misc

Segment 02 Total: 6,061.00

SEGMENT: 03 RECONDITION ENGINE
NOTES:
REPLACE WITH CAT NEW COMPLETE.
NEW NOX REDUCTION SYSTEM (NRS) DIFFERENTIAL
PRESSURE SENSOR REQUIRED
NEW FLYWHEEL HOUSING BOLTS REQUIRED

Parts
Labor
Misc

Segment 03 Total: 47,602.00

SEGMENT: 04 REPLACE DRIVETRAIN OIL LINES
NOTES:
REPLACE POWERTRAIN OIL LINES
INCLUDES: HOSES, HOSE SEALS, & FILTERS

Parts
Labor
Misc

Segment 04 Total: 3,317.00

SEGMENT: 05 RO LEVEL 2 - RECONDITION TRANS & TORQUE CONVERTER
NOTES:
INCLUDES PARKING BRAKE.

Parts

Labor
Misc

Segment 05 Total: 24,129.00

SEGMENT: 06 RO LEVEL 2 - RECONDITION AXLE ARRANGEMENT (FR)
NOTES:
REQUIREMENT FOR THE REBUILD PROCESS.

Parts

Labor
Misc

Segment 06 Total: 15,988.00

SEGMENT: 07 RO LEVEL 2 - RECONDITION AXLE ARRANGEMENT (RE)
NOTES:
REQUIREMENT FOR THE REBUILD PROCESS.

Parts

Labor
Misc

Segment 07 Total: 16,308.00

SEGMENT: 08 RECONDITION DRIVE SHAFT
NOTES:
INCLUDES REMAN SLIP JOINT, CARRIER BEARING,
UJOINTS AND HARDWARE.

Parts

Labor
Misc

Segment 08 Total: 2,625.00

SEGMENT: 09 REMOVE & INSTALL HYDRAULIC SYSTEM
NOTES:

Parts

Labor
Misc

Segment 09 Total: 6,428.00

SEGMENT: 10 RECONDITION HOSES & LINES
NOTES:
REPLACE ON ALL HOSES / LINES FOR THE FUEL
SYSTEM, & HYDRAULIC SYSTEM, STEERING, BRAKING,
OIL AND VALVES, HOOD PUMP LIFT, ACCUMULATORS,
TRANS DIAGNOSTIC LINES, AXLE COOLER LINES
IMPROVED DISCHARGE HYDRAULIC HOSE ASSEMBLY
ROUTING IS REQUIRED
NEW SECONDARY STEERING RELAY BRACKET IS REQUIRED
ORIENTATION OF THE ELBOW ASSEMBLY IN THE BRAKE
LINES GROUP HAS BEEN IMPROVED
A NEW SEAL IS AVAILABLE TO DAMPEN THE
VIBRATION OF THE BRAKE ACCUMULATORS REQUIRED

Parts

Labor
Misc

Segment 10 Total: 24,211.00

SEGMENT: 11 RECONDITION HYDRAULIC TANK
NOTES:
REPLACE, SEALS, GASKETS, GAUGE, MOUNTS.

Parts

Labor
Misc

Segment 11 Total: 3,381.00

SEGMENT: 12 RECONDITION HYDRAULIC CONTROL VALVE
NOTES:
RECONDITION MAIN CONTROL VALVE ASSY

LOWERING CONTROL VALVE
AN IMPROVED ANTI-DRIFT CHECK VALVE GROUP IS
REQUIRED

Parts

Labor

Misc

Segment 12 Total: 7,366.00

SEGMENT: 13 REPLACE IMPLEMENT PUMP
NOTES:
REMOVE, INSTALL AND REPLACE IMPLEMENT PUMPS &
SEALS AND GASKETS.

Parts

Labor

Misc

Segment 13 Total: 18,559.00

SEGMENT: 14 RECONDITION HYDRAULIC CYLINDERS
NOTES:
LIFT, TILT AND STEERING CYLINDERS

Parts

Labor

Misc

Segment 14 Total: 21,631.00

SEGMENT: 85 INSTALL PRODUCT LINK SYSTEM
NOTES:

Parts

Labor

Misc

Segment 85 Total: 2,108.00

SEGMENT: 86 TEST/CHECK & ADJUST MACHINE
NOTES:
TEST MACHINE AFTER REPAIRS TO INSURE FLUID LEVELS
ARE CORRECT, CURRENT SOFTWARE INSTALLED, VERIFY
SYSTEM PRESSURES / OPERATION OF THE MACHINE.
CALIBRATION OF THE SYSTEMS. VERIFY MACHINE
SAFETY ITEMS ARE FUNCTIONING, EXCLUDES FIRE
SUPPRESSION SYSTEMS

Labor
Misc

Segment 86 Total: 3,960.00

SEGMENT: 87 DELIVER MACHINE
NOTES:
TRAVEL TO AND FROM MACHINE DURING DELIVERY TO
ENSURE IT IS OPERATIONAL ON LOCATION.

Labor
Misc

Segment 87 Total: 1,320.00

SEGMENT: 88 PERFORM PRE-DELIVERY WARRANTY
NOTES:
FREE 3 YEAR / 5,000 HOUR POWERTRAIN PLUS HYDRAULIC
WARRANTY.
DISCOUNTED ON SEGMENT 90

Labor
Misc

Segment 88 Total: 7,790.00

SEGMENT: 89 PAINT MACHINE
NOTES:
PAINT, PREP WORK AND REPLACE DECALS.

Parts

Labor
Misc

Segment 89 Total: 7,000.00

SEGMENT: 90 PERFORM CASHMAN FOCUS PROGRAMS
 NOTES:
 INSPECTION FOCUS PROGRAM
 15% POWERTRAIN FOCUS PROGRAM
 FOCUS PAINT PROGRAM
 FREE 3 YEAR/5000 HOUR POWERTRAIN HYDRAULIC EPP

Labor
 Misc

	Segment 90 Total:	-17,117.00
	Total Segments:	225,000.00
SUB TOTAL (BEFORE TAXES)		225,000.00

PO#: _____ Authorized Name: _____ (signature)

Date: _____ (print)

Thank you for this opportunity to serve your company

CONTACT INFORMATION:

Prepared by: Frank Morser Phone: 775-385-2217 Email: FrankMorser@cashmanequipment.com Fax:

This Proposal is an approximation of charges to customer based upon information customer provided for work to be completed. This Proposal shall be valid for thirty (30) days after the date set forth above, after which the offer to enter into this agreement will automatically expire unless extended in writing by Cashman Equipment Company. Customer's acceptance of this Proposal after its expiration shall become an offer by customer to Cashman Equipment Company, which Cashman Equipment Company may accept or reject. Pricing is subject to change with any modification to the scope of work prior to customer's acceptance of this Proposal. Any purchases made pursuant to this Proposal are subject to Cashman Equipment Company's Terms and Conditions available at www.CashmanEquipment.com/terms. This proposal and its contents are being provided on a confidential basis and may not be disclosed to any third party or used for any other purpose without the express written permission of Cashman Equipment Company.

Ask me about our 0% financing options on parts and labor.



an Empire Southwest Company

Proposal

INCLINE VILLAGE GEN IMPROVE DISTRICT
893 SOUTHWOOD BLVD
INCLINE VILLAGE

CUSTOMER NO.	PROPOSAL NO.	DATE	CONTACT
046823	94535	4/18/2023	FRANK MOSER
PHONE NO.	FAX NO.	EMAIL	
775-385-2217			
MODEL	MAKE	SERIAL NO.	
950G	AA	03JW02777	
UNIT NO.	HOURS	WO NO.	P.O. NO.
524	6462		

Note

CAT CERTIFIED POWERTRAIN PLUS HYDRAULICS REBUILD
 INCLUDES: RADIATOR, ENGINE, CEM, TRANS, T/C, AXLES
 ASSEMBLIES, FAN PUMP, DRIVE SHAFT, PAINT MACHINE.
 CYLINDERS, PUMPS, VALVES, HOSES, RECON TANK AND
 PRODUCT LINK
 EXCLUDES: MAJOR FRAMES, ASSEMBLIES, WHEELS & TIRES
 AFTER DISASSEMBLY & CLEANING. MAJOR ITEMS WILL BE
 INSPECTED PER REUSABILITY GUIDELINES AND AN
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 REPLACE RADIATOR, SEND COOLERS TO ARROWHEAD
 RADIATOR.

Parts

Labor
Misc

Segment 01 Total: 22,009.00

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INCLUDES FLUID AND POWERTRAIN HARNESES

Parts
Labor
Misc

Segment 02 Total: 6,061.00

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REPLACE WITH CAT NEW COMPLETE.
NEW NOX REDUCTION SYSTEM (NRS) DIFFERENTIAL
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NEW FLYWHEEL HOUSING BOLTS REQUIRED

Parts
Labor
Misc

Segment 03 Total: 47,602.00

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INCLUDES: HOSES, HOSE SEALS, & FILTERS

Parts
Labor
Misc

Segment 04 Total: 3,317.00

SEGMENT: 05 RO LEVEL 2 - RECONDITION TRANS & TORQUE CONVERTER
NOTES:
INCLUDES PARKING BRAKE.

Parts

Labor
Misc

Segment 05 Total: 24,129.00

SEGMENT: 06 RO LEVEL 2 - RECONDITION AXLE ARRANGEMENT (FR)
NOTES:
REQUIREMENT FOR THE REBUILD PROCESS.

Parts

Labor
Misc

Segment 06 Total: 15,988.00

SEGMENT: 07 RO LEVEL 2 - RECONDITION AXLE ARRANGEMENT (RE)
NOTES:
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Parts

Labor
Misc

Segment 07 Total: 16,308.00

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Parts

Labor
Misc

Segment 08 Total: 2,625.00

SEGMENT: 09 REMOVE & INSTALL HYDRAULIC SYSTEM
NOTES:

Parts

Labor
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ROUTING IS REQUIRED
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LINES GROUP HAS BEEN IMPROVED
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Parts

Labor
Misc

Segment 10 Total: 24,211.00

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Misc

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Parts

Labor
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Segment 89 Total: 7,000.00

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15% POWERTRAIN FOCUS PROGRAM
FOCUS PAINT PROGRAM
FREE 3 YEAR/5000 HOUR POWERTRAIN HYDRAULIC EPP

Labor
Misc

	Segment 90 Total:	-17,117.00
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	Total Segments:	225,000.00
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SUB TOTAL (BEFORE TAXES)		225,000.00
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Thank you for this opportunity to serve your company

CONTACT INFORMATION:

Prepared by: Frank Morser Phone: 775-385-2217 Email: FrankMorser@cashmanequipment.com Fax:

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Ask me about our 0% financing options on parts and labor.

Labor
Misc

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Labor
Misc

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Misc

Segment 11 Total: 3,381.00

SEGMENT: 12 RECONDITION HYDRAULIC CONTROL VALVE
NOTES:
RECONDITION MAIN CONTROL VALVE ASSY

LOWERING CONTROL VALVE
AN IMPROVED ANTI-DRIFT CHECK VALVE GROUP IS
REQUIRED

Parts

Labor
Misc

Segment 12 Total: 7,366.00

SEGMENT: 13 REPLACE IMPLEMENT PUMP
NOTES:
REMOVE, INSTALL AND REPLACE IMPLEMENT PUMPS &
SEALS AND GASKETS.

Parts

Labor
Misc

Segment 13 Total: 18,559.00

SEGMENT: 14 RECONDITION HYDRAULIC CYLINDERS
NOTES:
LIFT, TILT AND STEERING CYLINDERS

Parts

Labor
Misc

Segment 14 Total: 21,631.00

SEGMENT: 85 INSTALL PRODUCT LINK SYSTEM
NOTES:

Parts

Labor
Misc

Segment 85 Total: 2,108.00

SEGMENT: 86 TEST/CHECK & ADJUST MACHINE
NOTES:
TEST MACHINE AFTER REPAIRS TO INSURE FLUID LEVELS
ARE CORRECT, CURRENT SOFTWARE INSTALLED, VERIFY
SYSTEM PRESSURES / OPERATION OF THE MACHINE.
CALIBRATION OF THE SYSTEMS. VERIFY MACHINE
SAFETY ITEMS ARE FUNCTIONING, EXCLUDES FIRE
SUPPRESSION SYSTEMS

Labor
Misc

Segment 86 Total: 3,960.00

SEGMENT: 87 DELIVER MACHINE
NOTES:
TRAVEL TO AND FROM MACHINE DURING DELIVERY TO
ENSURE IT IS OPERATIONAL ON LOCATION.

Labor
Misc

Segment 87 Total: 1,320.00

SEGMENT: 88 PERFORM PRE-DELIVERY WARRANTY
NOTES:
FREE 3 YEAR / 5,000 HOUR POWERTRAIN PLUS HYDRAULIC
WARRANTY.
DISCOUNTED ON SEGMENT 90

Labor
Misc

Segment 88 Total: 7,790.00

SEGMENT: 89 PAINT MACHINE
NOTES:
PAINT, PREP WORK AND REPLACE DECALS.

Parts

Labor
Misc

Segment 89 Total: 7,000.00

SEGMENT: 90 PERFORM CASHMAN FOCUS PROGRAMS
NOTES:
INSPECTION FOCUS PROGRAM
15% POWERTRAIN FOCUS PROGRAM
FOCUS PAINT PROGRAM
FREE 3 YEAR/5000 HOUR POWERTRAIN HYDRAULIC EPP

Labor
Misc

	Segment 90 Total:	-17,117.00
<hr/>		
	Total Segments:	225,000.00
<hr/>		
SUB TOTAL (BEFORE TAXES)		225,000.00
<hr/>		

PO#: _____ Authorized Name: _____ (signature)

Date: _____ (print)

Thank you for this opportunity to serve your company

CONTACT INFORMATION:

Prepared by: Frank Morser Phone: 775-385-2217 Email: FrankMorser@cashmanequipment.com Fax:

This Proposal is an approximation of charges to customer based upon information customer provided for work to be completed. This Proposal shall be valid for thirty (30) days after the date set forth above, after which the offer to enter into this agreement will automatically expire unless extended in writing by Cashman Equipment Company. Customer's acceptance of this Proposal after its expiration shall become an offer by customer to Cashman Equipment Company, which Cashman Equipment Company may accept or reject. Pricing is subject to change with any modification to the scope of work prior to customer's acceptance of this Proposal. Any purchases made pursuant to this Proposal are subject to Cashman Equipment Company's Terms and Conditions available at www.CashmanEquipment.com/terms. This proposal and its contents are being provided on a confidential basis and may not be disclosed to any third party or used for any other purpose without the express written permission of Cashman Equipment Company.

Ask me about our 0% financing options on parts and labor.

Empire Southwest Buyback Program Letter



Cashman Equipment

600 Glendale Avenue
Sparks, Nevada 89431
800.937.2326 tel
775.358.0433 fax

4/2023

Incline Village General Improvement District
893 Southwood Blvd
Incline Village, NV 89451

Richard Allen,

Cashman Equipment/Empire Southwest will provide a guaranteed buyback of 62% on any new 950GC's purchased in 2023. The buyback amount is 62% of the original purchase price. It would be effective at 5 year/5000 hours, whichever comes first.

The units must have a minimum of 50% tire and implement wear remaining. Any damaged or missing parts of the loader must be repaired.

The buyback is comparable to the percentage we have provided Washoe County in past bids.

Please let Deric Wagner or me if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'Kent McCauley', written over a light blue horizontal line.

Kent McCauley
Empire Southwest
Reno Sales Manager
775-332-2405

Silver State International Tire Chain Quotes (2)



SILVER STATE INTERNATIONAL

2255 LARKIN CIRCLE SPARKS, NV 89431
WWW.SSITRUCKS.COM

Parts: (775) 685-6020
Parts Fax: (775) 685-6009
Service: (775) 685-6000
Service Fax: (775) 685-6015
Office: (775) 685-6000
Office Fax: (775) 685-6012

BILL TO INCLINE VILLAGE GEN IMP
893 SOUTHWOOD BLVD
INCLINE VILLAGE, NV 89451
P: (775) 832-1345

Customer Acct#: 101805

DELIVER TO INCLINE VILLAGE GEN IMP
1220 SWEET WATER RD
INCLINE VILLAGE NV 89451
P: (775) 832-1345

Customer Acct#: 101805

ESTIMATE: E201020381

ORIGINAL INVOICE:

DATE SHIPPED	SHIP VIA	DATE INVOICE	SALESPERSON	UNIT ID	VIN	SALE TYPE	TERMS	CUSTOMER PO NUMBER
4/19/2023	BEST WAY POSS		C. Pardon			PRET	AR	

QTY SHP	QTY B/O	ITEM	DESCRIPTION	RIN	LIST PRICE	UNIT PRICE	EXTD PRICE
4		201B/69149	12 MM UNIVERSALS	POUT	11,199.40	6,587.88	26,351.52

ESTIMATE

RETURNS: PARTS RETURNED MUST BE ACCOMPANIED BY ORIGINAL INVOICE AND ARE SUBJECT TO A RESTOCK CHARGE. MINIMUM CHARGE IS \$5.00. NO RETURNS AFTER 30 DAYS. ELECTRICAL PARTS CANNOT BE RETURNED. CUSTOMER HEREBY AGREES TO PAY ANY RESTOCKING FEES, DAMAGE CHARGES, & FREIGHT CHARGES DUE TO RETURNED PARTS AND CORES TO THE VENDOR AT AND/OR AFTER THE CREDIT HAS BEEN ISSUED.

DISCLAIMER OF WARRANTIES: ANY WARRANTIES ON THE PRODUCTS SOLD HEREBY ARE THOSE MADE BY THE MANUFACTURER, IF ANY. THE SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES EITHER EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND THE SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF SAID PRODUCTS. WE HEREBY CERTIFY THAT THESE GOODS WERE PRODUCED IN COMPLIANCE WITH ALL APPLICABLE REQUIREMENTS OF SECTIONS 6, 7, AND 12 OF THE FAIR LABOR STANDARDS ACT OF 1938, AS AMENDED, AND OF REGULATIONS AND ORDERS OF THE ADMINISTRATOR OF WAGE AND HOUR DIVISION ISSUED UNDER SECTION 14 THEREOF. TERMS: ALL INVOICES ARE DUE AND PAYABLE 30 DAYS FROM THE DATE OF INVOICE. A FINANCE CHARGE (18% PER ANNUM) WILL BE CHARGED ON ALL PAST DUE INVOICES. PURCHASER AGREES TO PAY ALL COSTS OF COLLECTION, INCLUDING REASONABLE ATTORNEY'S FEES.

SUB-TOTAL: \$ 26,351.52
TAX: \$ 0.00
FREIGHT: \$ 0.00

TOTAL: \$ 26,351.52

Please Remit Payment to:
SILVER STATE INTERNATIONAL
TRUCKS
PO BOX 889380
LOS ANGELES, CA 90088-9380
(T.I.N. 20-1588437)

PRINT NAME _____ DATE _____

CUSTOMER SIGNATURE x _____



SILVER STATE INTERNATIONAL

2255 LARKIN CIRCLE SPARKS, NV 89431
WWW.SSITRUCKS.COM

Parts: (775) 685-6020
Parts Fax: (775) 685-6009
Service: (775) 685-6000
Service Fax: (775) 685-6015
Office: (775) 685-6000
Office Fax: (775) 685-6012

BILL TO: INCLINE VILLAGE GEN IMP
893 SOUTHWOOD BLVD
INCLINE VILLAGE, NV 89451
P: (775) 832-1345

DELIVER TO INCLINE VILLAGE GEN IMP
1220 SWEET WATER RD
INCLINE VILLAGE NV 89451
P: (775) 832-1345

Customer Acct#: 101805

Customer Acct#: 101805

ESTIMATE: E201020382

ORIGINAL INVOICE:

DATE SHIPPED	SHIP VIA	DATE INVOICE	SALESPERSON	UNIT ID	VIN	SALE TYPE	TERMS	CUSTOMER PO NUMBER
4/19/2023	BEST WAY POSS		C. Pardon			PRET	AR	

QTY SHP	QTY B/O	ITEM	DESCRIPTION	R/N	LIST PRICE	UNIT PRICE	EXTD PRICE
2		201B/69149	12 MM UNIVERSALS	POUT	11,199.40	6,587.88	13,175.76

ESTIMATE

RETURNS: PARTS RETURNED MUST BE ACCOMPANIED BY ORIGINAL INVOICE AND ARE SUBJECT TO A RESTOCK CHARGE. MINIMUM CHARGE IS \$5.00. NO RETURNS AFTER 30 DAYS. ELECTRICAL PARTS CANNOT BE RETURNED. CUSTOMER HEREBY AGREES TO PAY ANY RESTOCKING FEES, DAMAGE CHARGES, & FREIGHT CHARGES DUE TO RETURNED PARTS AND CORES TO THE VENDOR AT AND/OR AFTER THE CREDIT HAS BEEN ISSUED.

DISCLAIMER OF WARRANTIES: ANY WARRANTIES ON THE PRODUCTS SOLD HEREBY ARE THOSE MADE BY THE MANUFACTURER, IF ANY. THE SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES EITHER EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND THE SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF SAID PRODUCTS. WE HEREBY CERTIFY THAT THESE GOODS WERE PRODUCED IN COMPLIANCE WITH ALL APPLICABLE REQUIREMENTS OF SECTIONS 6, 7, AND 12 OF THE FAIR LABOR STANDARDS ACT OF 1938, AS AMENDED, AND OF REGULATIONS AND ORDERS OF THE ADMINISTRATOR OF WAGE AND HOUR DIVISION ISSUED UNDER SECTION 14 THEREOF.

TERMS: ALL INVOICES ARE DUE AND PAYABLE 30 DAYS FROM THE DATE OF INVOICE. A FINANCE CHARGE (18% PER ANNUM) WILL BE CHARGED ON ALL PAST DUE INVOICES. PURCHASER AGREES TO PAY ALL COSTS OF COLLECTION, INCLUDING REASONABLE ATTORNEY'S FEES.

SUB-TOTAL: \$ 13,175.76
TAX: \$ 0.00
FREIGHT: \$ 0.00
TOTAL: \$ 13,175.76

Please Remit Payment to:
SILVER STATE INTERNATIONAL TRUCKS
PO BOX 889380
LOS ANGELES, CA 90088-9380
(T.I.N. 20-1588437)

PRINT NAME _____ DATE _____

CUSTOMER SIGNATURE x _____

Empire Southwest
Purchase Order
Contract

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT – PURCHASE ORDER (SERVICES)

Account No. 20002297-8120 and 30343463-8120	Req. No.	Purchase Order No. Order Date: May 25 th , 2023 Delivery By: June 30, 2024 Buyer: Richard Allen Phone Number: 775-832-1345 E-mail: rda@IVGID.org	Remit to: INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
CONTRACTOR <u>Empire Southwest (Cashman Equipment)</u> <u>600 Glendale Avenue</u> <u>Sparks, Nevada 89431</u> Attn: _____		INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT	

This Purchase Order is subject to the attached terms and conditions.

Services:

This PURCHASE ORDER (SERVICES) is for Proposal No. 94535, 94536 and 94477 to rebuild three Caterpillar loaders (Units 523, 524, 525) with the following specifications: Cat certified powertrain plus hydraulics rebuild includes: radiator, engine, transmission, torque converter, axles assemblies, fan pump, drive shaft, paint machine, cylinders, pumps, valves, hoses, recondition tank and product link. This PO does not include major frames, assemblies, wheels & tires after disassembly & cleaning. Major items will be inspected per reusability guidelines and an additional estimate will be provided for parts, labor, & machine work. Transport costs are not included in this estimate. Any transport charges will be additional.

OWNER:
Incline Village G.I.D.
Agreed to:

CONTRACTOR:
Empire Southwest
Agreed to:

By: _____
 Brad B. Underwood, P.E.
 Director of Public Works

By: 
 Signature of Authorized Agent

LYLE C. KIBBE PSM
 Print or Type Name and Title

 Date

05/22/23
 Date

Reviewed as to Form:

 Joshua Nelson
 District General Counsel

If Contractor is a corporation, attach evidence of authority to sign.

 Date

PURCHASE ORDER TERMS AND CONDITIONS FOR SERVICES

1. Acceptance; Entire Agreement. This purchase order for services issued by the INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT ("DISTRICT") to the Contractor designated in the purchase order must be promptly accepted and acceptance is expressly limited to the terms of this order. Any addition or different terms in the Contractor's forms are hereby deemed to be material alterations and notice of objection to them and rejection of them is hereby given. Contractor's performance of any portion of this order shall be considered acceptance by the Contractor of the terms herein.

2. Compensation. Contractor shall be paid on a time and materials or firm fixed fee basis, as may be agreed upon by the parties as described in this Purchase Order, or in documents attached hereto and hereby made a part hereof, within 30 days of receipt of invoice. If the work is performed on a time and materials basis, the invoice shall include a detailed description of the work performed, labor hours and materials.

3. Compliance with Law. Contractor shall comply with all applicable laws and regulations of the federal, state and local government. DISTRICT shall assist Contractor, as requested, in obtaining and maintaining all permits required of Contractor by Federal, State and local regulatory agencies. Contractor is responsible for all costs of clean up and/or removal of hazardous and toxic substances spilled as a result of his or her work.

4. Standard of Care. The Contractor shall perform the work in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession practicing under similar conditions. Contractor shall also comply with State and Federal environmental and safety regulations as they apply to the scope of work.

5. Insurance. Contractor shall take out and maintain: A. Commercial General Liability Insurance, of at least \$1,000,000 per occurrence/\$2,000,000 aggregate for bodily injury, personal injury and property damage, naming DISTRICT as an Additional Insured; B. Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, of at least \$1,000,000 per occurrence for bodily injury and property damage; C. Workers' Compensation in compliance with applicable statutory requirements and Employer's Liability Coverage of at least \$1,000,000 per occurrence; and D. Contractors providing professional services shall provide Professional Liability (Errors and Omissions) Insurance of at least \$1,000,000. Insurance carriers shall be licensed or authorized to do business in Nevada.

6. Indemnification. The Contractor shall indemnify and hold harmless DISTRICT, its officials, officers, agents and employees from and against any and all claims, liabilities, expenses or damages, including reasonable attorneys' fees, for injury or death of any person, or damage to property, or interference with use of property, or patent infringement or fees for use of patented items, or any claim of the Contractor or a subcontractor for wages or benefits which arise in connection with the performance of the Contract, except to the extent caused or resulting from the active or sole negligence or willful misconduct of DISTRICT. The foregoing indemnity includes, but is not limited to, the cost of prosecuting or defending such action with legal counsel acceptable to DISTRICT and DISTRICT's attorneys' fees incurred in such an action. If Contractor's obligation to defend, indemnify, and/or hold harmless arises out of Contractor's performance of "design professional" services subject to NRS 338.155, then, and only to the extent required

by NRS 338.155, which is fully incorporated herein, Contractor's indemnification obligation shall be limited to the extent that such liabilities, damages, losses, claims, actions or proceedings are caused by the negligence, errors, omissions, recklessness or intentional misconduct of the Contractor or its employees and agents. Moreover, while Contractor shall not be required to initially defend the District, Contractor, if adjudicated to be liable by a trier of fact, the Contractor shall be reimburse the District or the attorney's fees and costs incurred by the District defending the action in an amount which is proportionate to the liability of the Contractor.

9. Contract Terms. Nothing herein shall be construed to give any rights or benefits to anyone other than DISTRICT and the Contractor. The unenforceability, invalidity or illegality of any provision(s) of this Contract shall not render the other provisions unenforceable, invalid or illegal. Notice may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to the parties to the addresses set forth in the purchase order. Contractor shall not assign, sublet, or transfer this Contract or any rights under or interest in this Contract without the written consent of DISTRICT, which may be withheld for any reason. Contractor is retained as an independent contractor and is not an employee of DISTRICT. No employee or agent of Contractor shall become an employee of DISTRICT. This is an integrated Contract representing the entire understanding of the parties as to those matters contained herein, and supersedes and cancels any prior oral or written understanding or representations with respect to matters covered hereunder. This Contract may not be modified or altered except in writing signed by both parties hereto.

10. Notice of Labor Dispute. Whenever Contractor has knowledge that an actual or potential labor dispute may delay performance under this purchase order, Contractor shall immediately notify and submit all relevant information to DISTRICT.

11. Changes. By written notice, DISTRICT may from time to time, direct work suspension or make changes in quantities, drawings, designs, specifications, place of delivery or delivery schedules, methods of shipment and packaging, and property and services furnished to DISTRICT by Contractor. If such change causes an increase or decrease in the price of this purchase order or in the time required for performance, Contractor or DISTRICT shall promptly notify the other party thereof and assert its claim for adjustment within thirty (30) days after the change is ordered, and an equitable adjustment shall be made. However, nothing in this clause shall excuse the Contractor from proceeding immediately with the purchase order as changed.

12. Obligations. Contractor shall be solely responsible for providing all materials, labor, tools, equipment, water, light, power, transportation, superintendence, and temporary construction of every nature and all other services and all facilities necessary to execute, complete, and deliver the work within the specified time.

13. Damage to District Facilities. Damage to DISTRICT or public facilities or private property caused by the Contractor or by its subcontractors during performance of services shall be repaired and/or replaced in kind at no cost to the DISTRICT.

14. Site Safety and Cleanup. The project site shall be kept clean and free of hazards at all times during performance of services. After and installation is completed at the site, as

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT – PURCHASE ORDER (SERVICES)

applicable, Contractor shall clean the surrounding area to the condition prior to delivery and installation.

15. Installation. If the Contractor is responsible for providing installation services, finished installation work and/or equipment shall be subject to final inspection and acceptance or rejection by the DISTRICT.