



Waukesha- Pearce Industries, Inc.

Construction - Mining - Recycling Machinery Solutions
www.wpi.com Phone: 1-888-458-0448 Fax:

Equipment Quotation

(This quotation is subject to terms and conditions)

Quotation To:
CITY OF SAN MARCOS
630 E HOPKINS
SAN MARCOS TX 78666
Attn: Email:

Quote #: QUO-09998-P1L0Z8
Date: 1/2/2020
Delivery Date: TBD
REQ:

We at WPI are pleased to offer you the following equipment for your consideration. Unit is priced per Sourcewell Contract. Sourcewell contract number: 032119-KOM

2019 New KOMATSU WA270-8 S/N tbd

- CAB / Air
- Coupler included
- 60" forks included
- 2.5yd bucket included

WARRANTY: 1 Yr / Unlimited Hrs Complete Machine

EXTENDED WARRANTY: 3 yr / 5,000 hr Powertrain Plus Hydraulics

Total Sales Price (Ea) \$167,150.00

Komatsu Care - Complimentary Maintenance for 3 years or 2,000 hours

* 1 hour of drive time or 45 miles each way is included as part of the Komatsu Care program per service, you will be responsible for overages at a rate of \$112 per hour & \$3.50 per mile

Net Sales Price	\$167,150.00
Sales Tax	\$0.00
Diesel Tax	\$0.00
HET	\$0.00
Total Sales Price	\$167,150.00

We look forward to your valued order. If you have any questions or comments please feel free to contact me at 512-956-1857 or cameron.dunk@wpi.com

Regards,
Cameron Dunk

CUSTOMER HAS READ, UNDERSTANDS AND ACKNOWLEDGES THE TERMS / CONDITIONS AS SET FORTH IN THIS DOCUMENT.

This quote becomes a sales order upon written acceptance by BOTH parties subject to those terms and conditions. This order is not valid unless accepted by an authorized WPI Manager.

Accepted: WAUKESHA-PEARCE INDUSTRIES, LLC

Accepted: CITY OF SAN MARCOS

By: _____

X _____

Title: _____ Date: _____

Title: _____ Date: _____

Quotation Terms & Conditions

ACCEPTANCE: Unless otherwise noted, this quotation expires in 30 days from the date of quotation.

PAYMENT TERMS: Payment in full is due upon delivery.

TRADE-IN EQUIPMENT: Purchaser warrants the trade-in equipment as shown is free and clear of all encumbrances and/or liens except in the amounts shown for "pay-off" as of the date of the quotation.

TAXES: Any taxes listed upon this quotation are estimates only and are subject to change. Purchaser shall reimburse Waukesha-Pearce Industries, Inc. (WPI) for all taxes incident to this transaction for which WPI is compelled to collect

DELIVERY: Any delivery quoted is an estimate only. WPI assumes no liability for delays in delivery.

VALIDITY: This quotation is not binding on either WPI or the purchaser until it is accepted and validated, in writing by both parties, as a sales order. Whereupon, it becomes subject to all terms and conditions of a sales order as set forth below.

Sales Order Terms & Conditions

WARRANTIES: WPI makes no express warranties unless same appear in writing, are signed by WPI and specifically refer to said equipment and to this sales order. NO WARRANTY IS MADE THAT THE EQUIPMENT WILL SUIT CUSTOMER'S PURPOSE, THE SELECTION OF THE EQUIPMENT HAVING BEEN MADE BY CUSTOMER; NOR ARE THERE ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE NOR ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, WHICH EXTEND BEYOND THE DESCRIPTION OF THE EQUIPMENT OR, IF NEW EQUIPMENT, BEYOND THE MANUFACTURER'S WARRANTY. WPI MAKES NO WARRANTY AS TO THE PRODUCTIVITY OF THE EQUIPMENT. UNDER NO CIRCUMSTANCES SHALL WPI BE LIABLE FOR LOSS OF USE, DOWN-TIME OR ANY OTHER CONSEQUENTIAL DAMAGES.

DAMAGE TO THE EQUIPMENT: Customer shall assume liability and full responsibility for any damage (other than normal wear and tear) to or loss of the Equipment from the time it is shipped from WPI's place of storage.

TAXES: Customer shall pay all taxes, assessments, fees and penalties which may be levied or assessed on or in respect to the operation, leasing, possession or use of the Equipment. Customer shall provide, at its own expense, all permits and licenses necessary for the operation and use of the Equipment. Customer shall comply with all laws, regulations, and ordinances applicable to the use, possession and operation of the Equipment, and shall indemnify, defend and hold WPI harmless from any consequences of Customer's noncompliance.

INSURANCE: Customer, at its own expense, shall maintain in force adequate public liability insurance against bodily injury, death, and property damage resulting from the use or operation of the Equipment from the time that it is shipped from WPI's place of storage. Customer also agrees to keep the Equipment insured in accordance with the terms and conditions of any third party leasing company or finance company that has an interest in the Equipment. Until such time that the equipment has been fully settled and paid, customer agrees to insure the Equipment at its full replacement value against any loss or damage through accident, fire, weather condition, theft or malicious destruction. In addition, Customer shall adequately insure the Equipment against any other insurable risks to which the Equipment is exposed and those which WPI may designate. All such policies shall be subject to WPI's approval and shall be payable to or on behalf of WPI and Customer, as their interests appear. CUSTOMER SHALL DELIVER TO WPI CERTIFICATES OF SUCH INSURANCE, CUSTOMER AGREES TO INDEMNIFY, DEFEND AND HOLD WPI HARMLESS FROM ANY INJURY, DEATH OR PROPERTY DAMAGE RESULTING FROM CUSTOMER'S OPERATION OF THE EQUIPMENT, INCLUDING CLAIMS ARISING OUT OF WPI'S ALLEGED NEGLIGENCE. It is the Customer's responsibility to maintain insurance from the point of shipment.

OWNERSHIP: Title to the Equipment shall remain vested in WPI until Customer settles for same by executing a cash payment, executing lease documents to transfer title to a third party leasing company or executing finance documents with a third party finance company. In the event of such financing, Customer hereby acknowledges that its rights under this sales order are subject and subordinate to the rights of the holder of security interest in the equipment. Customer further agrees that WPI has the right to assign its rights under this order, and in the event of such assignment and receipt of notice thereof Customer shall make any payment due to WPI unconditionally directly to such assignee.

DEFAULT: This sales order is entered into in good faith between Customer and WPI and both parties agree to perform their duties hereunder. Time is of the essence, and Customer shall make all payments when due. Failure to make any such payment when due shall constitute a default. UPON CUSTOMER'S DEFAULT, WPI MAY TERMINATE THIS ORDER, WHEREUPON CUSTOMER'S RIGHT TO THE EQUIPMENT SHALL CEASE FORTHWITH, but Customer shall remain liable to WPI for all unpaid payments due hereunder up to and including the full sales price indicated plus any incidental expenses or legal costs incurred. WPI may proceed by appropriate court action to enforce performance by Customer of the terms of this sales order, or to recover for the breach thereof. WPI's rights hereunder are cumulative and not alternative. WPI may waive any default or remedy without waiving any prior or subsequent default or remedy or without waiving any claim for damages

DOCUMENTATION: Customer agrees on demand to execute and deliver to WPI such additional forms and documents (such as a Financing Statement, Request for information, and Request for Statement of Account) as may be reasonably required by WPI to consummate this order when accepted.

PAYMENT OF MONIES: All sums of money payable by Customer under the terms of this order shall be due and payable at the location specified by the actual billing received from WPI in lawful money of the United States, and will be subject to a late charge of up to and including the maximum allowed by law after maturity until paid. Should any legal proceedings be instituted by WPI to recover monies due and to become due hereunder Customer shall pay a reasonable sum as attorney's fees

CONSTITUTION OF AGREEMENT: This order, when accepted by WPI, shall constitute the entire agreement of the parties, and Customer agrees that WPI is not bound by any representative or terms made by any officer, agent or employee of WPI relative to this transaction which are not embodied herein; and this order may be modified or rescinded only by a writing signed by both parties hereto.

LAWFUL ENFORCEMENT This sales order and the ensuing sales transaction shall be governed by and construed under the laws of the State of Texas.

IRC SEC 1031 EXCHANGE NOTIFICATION: Waukesha-Pearce Industries, Inc. has assigned its rights to sell its rental equipment (as described herein) to North Star Deferred Exchange. This assignment has no effect on your rights or obligations hereunder.

KOMATSU®

WA270-8 Standard Equipment



ENGINE

Model.....	Komatsu SAA6D107E-3*
Type.....	Water-cooled, 4-cycle
Aspiration.....	Variable geometry turbo-charged, after-cooled, cooled EGR
Number of cylinders.....	6
Bore.....	107 mm 4.21"
Stroke.....	124 mm 4.88"
Piston displacement.....	6.69 ltr 408 in³
Governor.....	All-speed, electronic
Horsepower:	
SAE J1995.....	Gross 127 kW 170 HP
ISO 9249 / SAE J1349.....	Net 123 kW 165 HP
Rated rpm.....	2100 rpm
Max power - ISO 14396.....	126 kW 169 HP @ 1900 rpm
Fan drive method for radiator cooling.....	Hydraulic
Fuel system.....	Direct injection
Lubrication system:	
Method.....	Gear pump, force-lubrication
Filter.....	Full-flow type
Air cleaner.....	Dry type with double elements and dust evacuator, plus dust indicator

*EPA Tier 4 Final emissions certified



AXLES AND FINAL DRIVES

Drive system.....	Four-wheel drive
Front.....	Fixed, semi-floating
Rear.....	Center-pin support, semi-floating, 24° total oscillation
Reduction gear.....	Spiral bevel gear
Differential gear.....	Torque proportioning
Final reduction gear.....	Planetary gear, single reduction



BRAKES

Service brakes.....	Hydraulically actuated, wet disc brakes actuate on four wheels
Parking brake.....	Wet, multi-disc brake on transfer output shaft
Secondary brake.....	Parking brake is commonly used



STANDARD EQUIPMENT

- 2-spool valve for boom and bucket control
- Alternator, 24 V/ 90 A
- Automatic hydraulic-driven fan with automatic reverse rotation
- Back-up alarm
- Batteries, 92 Ah/12V (2), 680 CCA
- Battery disconnect
- Boom kick-out, in-cab adjustable
- Bucket positioner
- Color, rear-view camera and monitor
- Counterweight, standard and additional
- Electronically Controlled Suspension System
- Engine, Komatsu SAA6D107E-3 diesel
- Engine shut-off system, electric
- Equipment Management Monitoring System (EMMS)
 - Lights (central warning, brake oil pressure, engine oil pressure, parking brake, cooling fan reverse, KDPF restriction, seat belt caution, Komtrax message)
 - Gauges (DEF level, Engine water temperature, ecology, Fuel level, HST oil temperature, speedometer/tachometer), variable speed display
- Front fenders
- Fuel pre-filter with water separator
- Horn, electric
- Hydrostatic transmission
- Komatsu SmartLoader Logic
- Komatsu Auto Idle Shutdown
- KOMTRAX® Level 5
- Lift cylinders and bucket cylinder
- Lights
 - Back-up light
 - Stop and tail light
 - Turn signal lamps, 2 front and 2 rear with hazard switch
 - Working lights, halogen, 2 front cab mount
 - Working lights, halogen, 2 front fender mount
 - Working lights, halogen, 2 rear grill mount
- Loader linkage with standard lift arm
- Multifunction mono-lever loader control with transmission F/R switch
- Parking brake, electric
- Radiator, wider core
- Radiator mask, swing up
- Rear view mirrors, outside (2) inside (2)
- Rims for 20.5-R25 tires
- ROPS/FOPS Cab Level 2
 - 2 x DC12V electrical outlets
 - Ashtray
 - Auto air conditioner
 - Cigarette lighter, 24V
 - Color LCD/TFT multi-monitor
 - Cup holder
 - Floor mat
 - Operator seat, reclining, air suspension type, heated
 - Radio, AM/FM with AUX input jack
 - Rear defroster, electric
 - Seatbelt, 2-point retractable, 76mm 3" width
 - Space for lunch box
 - Steering wheel, tilt and telescopic
 - Sun visor, front window
 - Windshield washer and wiper, front with intermittent
 - Windshield washer and wiper, rear
- Service brakes, wet disc type
- Starting motor, 5.5 kW
- Transmission speed ranges, 4 forward and 4 reverse
- Vandalism protection kit, padlocks for battery box (2)