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SRP Online Auction of Heavy Machinery, Trailers & Surplus Equipment from Navajo Generation Plant

Online Auction

2:00pm PDT on Thursday 15th April 2021

Salt River Project Agricultural Improvement and Power District

1500 N. Mill Ave, Tempe, Arizona, United States, 85281

Asset Locations:

6000 AZ-98, Page, Arizona, United States, 86040

Lot #	Description	Current Bid	Notes
001	Printer, Datamax	\$25.00	
11	Pump with trailer	\$275.00	
10	Detroit 8v-71 8-Cylinder Diesel Engine and Trailer	\$100.00	
8	Detroit 8V71 2-Stroke V8 Diesel Engine and Trailer	\$100.00	
790	2006 Ford, F150	\$2,500.00	
775	2006 Ford, F350	\$6,750.00	
785	Forklift, LiftKing, 2006	\$6,750.00	
699	Forklift, Caterpillar, 2001	\$15,500.00	
786	Forklift, LiftKing, 2006	\$6,750.00	
856	Forklift, Caterpillar, 2017	\$65,500.00	
732	2001 Chevrolet Blazer	\$4,100.00	
752	Air Compressor, Ingersoll-Rand	\$8,500.00	
787	Welding machine, Lincoln	\$4,500.00	
637	Portable light plant, Ingersoll-Rand	\$1,200.00	
638	Portable light plant, Ingersoll-Rand	\$925.00	
774	Forklift, LiftKing, 2006	\$8,000.00	
760	2003 Ford Expedition	\$2,400.00	
852	Genie articulating boom platform	\$60,500.00	
820	Air Compressor, Ingersoll-Rand	\$12,500.00	
678	2000 International dump truck	\$15,500.00	
734	Air Compressor, Ingersoll-Rand	\$5,500.00	
842	Genie platform	\$21,000.00	
830	2014 International 4400 SBA 4X2 Terex Commander Digger Derick Truck	\$21,500.00	
008	Motor, Electric, 800 HP	\$11,500.00	
002	Miller Plasma Cutting System	\$275.00	
003	Hand Carts - 2 wheels (1 lot of 30 each)	\$150.00	
004	Ridgid pipe Threader	\$725.00	
005	Greenlee electric pipe bender	\$1,200.00	
818	Generator, Caterpillar, 2007	\$6,750.00	
771	Pallet Jack, Electric	\$175.00	
006	Generator, Generac, 2005	\$4,300.00	
007	Washer, Industrial	\$550.00	
009	Cable, Copper, Black, 2/0 AWG, 560 Feet	\$1,500.00	
010	Miller, DC Welding Power Source	\$175.00	

Lot #	Description	Current Bid	Notes
011	Miller, DC Welding Power Source	\$225.00	
012	Fire extinguisher, Class A,B,C (1 lot of 385 each)	\$50.00	
013	Fire extinguisher, Class B / C, (1 lot of 118 each)	\$40.00	
014	Fire extinguisher, Foam, Class A / B, (1 lot of 9 each)	\$25.00	
015	Fire extinguisher, Carbon Dioxide, Class B / C, (1 lot of 3 each)	\$50.00	
016	Fire extinguisher, Dry Chemical, Nitrogen,	\$25.00	

Inspection Information:

Items may be inspected during Seller's normal business hours and by appointment only. Seller's normal business hours are Monday - Friday, 7:00 a.m. to 3:00 p.m. Please call Irv at (928) 614-0163 to schedule an inspection.

By agreeing to the terms of the agreement when you register to use the site: • You affirm that you are able to form legally binding contracts, are over the age of 18 and have never been suspended from the site; • You will deliver timely payment for property purchased by you; • You will not distribute viruses or any other technologies that may harm the Site; • You will not collect or attempt to collect information about users, including email addresses. The Host may limit, suspend, or terminate service of the Site, accounts, prohibit access to the Site and take technical steps to keep users off the Site if users are creating problems or otherwise violating this Agreement. • You understand that all auctions will start and end in Arizona time. • When you are the winning bidder, you are obligated to pay the high-bid price for the item of property. Retracting bids is not allowed on the Site. **TERMS OF SALES.** Notwithstanding any inconsistent or additional terms that may be embodied in Buyer's purchase order, Salt River Project's (SRP) sale is made only on the express condition that Buyer assent to the terms contained below, and Buyer's acceptance and receipt of the goods shipped hereunder shall constitute assent to such terms. **WARNING OF HAZARDS.** Buyer recognizes that explosive, flammable, toxic, or otherwise hazardous materials may constitute, have been used in, or have come in contact with the goods. **BUYER EXPRESSLY ASSUMES ALL RISK OF AND RESPONSIBILITY FOR INJURY OR DAMAGE TO THE BUYER OR OTHERS BASED ON OR ARISING OUT OF POSSESSION, HANDLING, DISMANTLING, OR USE BY BUYER OR BY OTHERS OF ANY SUCH GOODS FOR ANY PURPOSE WHATSOEVER.** Buyer agrees to give warning of all possible hazards to any persons to whom Buyer resells, gives or delivers the Goods or to whom Buyer can reasonably foresee may be exposed to their hazards. **INSPECTION.** Buyer has inspected the Goods, or hereby acknowledges SRP's recommendation that the Goods be inspected and refuses to go examine them, and agrees that the Goods are hereunder sold as is and with all faults. The description of the Goods is correct to the best of SRP's knowledge, but this does not constitute a warranty or representation that the Goods shall conform to such description. The description is for sole purpose of identifying the Goods for sale. SRP recommends Buyer's on-site inspection to verify details. **WARRANTY LIMITATIONS.** Goods are sold "As Is" in their present location. SRP warrants title to the Goods, but **MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, OR ANY OTHER MATTER WITH RESPECT TO GOODS,** whether used alone or in connection with other substances, materials, or equipment. **CLAIMS AND LIMITATION OF LIABILITY.** All claims against SRP arising out of the sale of the Goods shall be barred unless filed in writing with SRP within ninety (90) days of the date of this Sales Agreement. SRP's liability for claims of Buyers shall be limited to the refund of the purchase price received for the Goods subject to Buyer's return of the Goods to SRP. In no event and under no circumstances shall SRP be liable for incidental or consequential damages. **HAZARDS LIABILITY.** Buyer's responsibility in connection with the Goods shall commence upon delivery to the carrier, pick-up by Buyer or upon commencement of dismantling by Buyer, whichever occurs first. Buyer shall indemnify and save SRP and members of its governing bodies, its officers, agents and employees ("the Indemnified Parties") harmless against any liabilities, penalties, demands, claims, causes of action, suits, losses, damages, costs and expenses (including cost of defense, settlement and reasonable attorney's fees) whatsoever arising from or growing out of possession, handling, dismantling, or use by Buyer or by others of goods purchased. Buyer's obligations under this Section shall extend to indemnify, defend and hold harmless the Indemnified Parties where they are allegedly concurrently negligent with Buyer, any subcontractor or supplier of Buyer, or any of the directors, officers, partners, members, managers, agents, servants or employees of Buyer, or of its subcontractors or suppliers, in causing or contributing to the liability causing event, but shall not extend to any liability that has been judicially determined to have been caused by the sole negligence of the Indemnified Parties. **INSURANCE AND SAFETY RULES.** If Buyer or Buyer's Agent performs dismantling or other work on property owned or controlled by SRP, Buyer or Buyer's Agent shall insure each employee engaged upon the work for the compensation provided for by, and shall strictly comply with, each and every statute applicable thereto with respect to Workmen's Compensation and Employer's Liability insurance and public liability insurance of a reputable and financially responsible insurance company, properly safeguarding Buyer and Seller against liability for injuries to persons, including injuries resulting in death, in amounts acceptable to SRP, and shall furnish in advance to SRP written certificates from insurance carriers establishing that said insurance of employees and said public liability insurance have been procured and are being properly maintained, and that the premiums therefore are paid, and specifying the names of the insurers and the respective policy numbers and expiration dates. Buyer shall cause its employees to comply with SRP's plant safety rules while on SRP's property. **TAXES.** Buyer shall pay the amount of any tax or other charge now or hereafter imposed upon, with respect to or measured by the sale, shipment, or price of any of the Goods sold hereunder. **LABELS.** Buyer shall remove any and all trademarks, labels, distinctive markings, and designs which may appear on the Goods or on the packaging material thereof and shall refrain from making use of any such trademarks, labels, distinctive marking, or designs. **FORCE MAJEURE.** Delivery may be suspended by either party in case of act of God, war, riot, fire, explosion, flood, strike, lockout, injunction, inability to obtain fuel, power, labor, containers or transportation facilities, accident, breakage of machinery or apparatus, national defense requirements, or any cause beyond the control of such party, preventing the shipment, pick-up, or dismantling of the Goods. **ASSIGNMENT.** Buyer may not assign its rights or delegate its performance hereunder without the prior written consent of SRP; any attempted assignment or delegation without such consent shall be void. **MISCELLANEOUS.** This contract is to be construed according to the laws of the state of Arizona. The Sales Agreement constitutes the full understanding of the parties and no terms, conditions, understanding or agreement purporting to modify or vary these terms shall be binding unless hereafter made in writing and signed by the party to be bound. No equipment will be held on reserve for potential purchase. All sales are contingent on availability of equipment. If goods are not removed by the Buyer within the stated timeframe, such goods will be deemed abandoned by the Buyer and all monies paid to Seller for the purchase of such Goods shall be forfeited by Buyer. Buyer shall also forfeit the right to purchase and Seller shall have the right to resell such Goods. **LIABILITY AND INDEMNIFICATION OF HOST AND SELLER.** Buyer agrees to indemnify, hold harmless and defend Host and Seller (and Host's and Seller's officers, directors, agents, subsidiaries and employees) against all losses, claims and liabilities, including attorneys' fees, arising out of or resulting from the sale, transfer, possession, transportation, storage, installation, maintenance, operation or use of the Property. **REPRESENTATIONS AND WARRANTIES.** Buyer warrants that if any Property is inscribed with Seller's or its affiliates' markings, logos or other inscriptions, Buyer shall not by any action or other means cause or allow the Property to be associated with the Seller or its affiliates for any purpose whatsoever. The presence of such logos, inscriptions or other markings on the Property shall in no way limit, alienate, transfer or otherwise diminish any of Seller's or its affiliates rights in such markings, logos or inscriptions whether by copyright, trademark, patent or otherwise. Buyer agrees not to resell the Property unless all of Seller's and its affiliates' markings, logos and other identification shall have first been removed. Buyer agrees that neither Host nor Seller has made any representation, warranty, statement of fact or promise or expression of opinion to Buyer with regard to the Property, and is not now and was not heretofore under any duty to do so. Buyer has confirmed to its satisfaction that the Property does not consist of or include any hazardous materials or hazardous waste. Buyer agrees that neither Host nor Seller has provided any description, model or sample of the Property. The person bidding on behalf of Buyer warrants that he or she is

duly authorized and has full power to execute a purchase for Buyer. GOVERNING LAW. Each sale shall be governed by the laws of the State of Arizona. ENTIRE AGREEMENT. This Agreement shall constitute the entire agreement between Buyer, Seller and Host with respect to the Property and the Site, and all prior communications or agreements concerning the Property or the Site are hereby declared suspended by this Agreement. The terms and conditions contained herein shall prevail notwithstanding any variance with the terms and conditions of any printed purchase order or other documents submitted by Buyer with respect to the Property or the Site.

Payment Terms:

Payments will be made through the Aucto Payment Gateway. Paying via credit cards will only be available for orders under \$5000.

Removal Terms:

PICK-UP OF PROPERTY. Buyer shall be responsible for Property pick-up or arranging shipping of the Property from Seller's premises at Buyer's expense during Seller's normal business hours in accordance with the date to be determined by Seller. All pick-ups require an appointment. Buyer shall make pick-up arrangements with Seller within 72-hours of award. If such Property is not so removed from Seller's premises by the agreed upon time, Seller may remove the Property at Buyer's expense or resell the Property to another party free of any interest to Buyer. When Buyer's employees, contractors or agents are on Seller's premises, all such employees, contractors and agents shall comply with and be bound by such reasonable rules, policies and procedures as may be adopted by Seller from time to time with respect to Seller's premises and persons on Seller's premises and shall execute and deliver to Seller such related forms and releases as Seller shall require in connection therewith. A face mask or face covering is required at all times when entering Seller's location. Please call (928) 614-0163 to schedule pick-up.

Payment Instructions:

Payments will be made through the Aucto Payment Gateway. Paying via credit cards will only be available for orders under \$5000.