

PUBLIC AUCTION



SALE CATALOG

TWO-LOCATION 1-DAY WEBCAST ONLY AUCTION

JPS CONSTRUCTION

Location 1: 5715 Alexandria Pike, Cold Spring, KY 41001

Location 2: 900 Licking Pike, Wilder, KY 41076

Sale Date: Friday, April 12, 2024 at 10:00 AM



Auctioneers: Jeffrey L. Luggen - KY License #RP7066

Joseph M. Luggen - KY License # RP3521 & Ryan Luggen - KY License # 270578

Inspection: Thursday, April 11th from 10:00 AM to 4:00 PM

18% BUYER'S PREMIUM IS IN EFFECT FOR ALL PURCHASES!

ALTHOUGH INFORMATION HAS BEEN OBTAINED FROM SOURCES DEEMED RELIABLE, THE AUCTIONEER MAKES NO WARRANTY OR GUARANTEE EXPRESSED OR IMPLIED, AS TO THE ACCURACY OF THE INFORMATION HEREIN CONTAINED. IT IS FOR THIS REASON THAT BUYERS SHOULD AVAIL THEMSELVES FOR THE OPPORTUNITY TO MAKE INSPECTION PRIOR TO THE SALE.



Sale Under the Management of

CINCINNATI **INDUSTRIAL AUCTIONEERS**

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2020 Dunlap St., Cincinnati, Ohio 45214 Phone 513-241-9701 Fax 513-241-6760

SYNOPSIS OF THE TERMS OF SALE

JPS CONSTRUCTION

Location 1: 5715 Alexandria Pike, Cold Spring, KY 41001

Location 2: 900 Licking Pike, Wilder, KY 41076

FRIDAY, APRIL 12, 2024 – 10:00 AM

REGISTRATION: All Bidders must register at www.bidspotter.com and complete the bidder registration form, removal agreement, and sales tax exemption form sent by the Auctioneer after registering for the auction.

“AS IS, WHERE IS”: Everything is being sold for cash on an "as is", "where is" basis without warranties expressed or implied on part of the Owner and Auctioneer. There are NO REFUNDS, NO EXCHANGES, NO GUARANTEES or NO WARRANTIES on any item.

ALL SALES ARE FINAL. All Items are sold on a “Where Is” basis with the Purchaser to incur all costs in conjunction with the loading, shipping, and removal of the items from the premises.

DEPOSITS: The Auctioneer may request a deposit at the time of registration.

PAYMENTS: ALL INVOICES MUST BE PAID IN FULL WITHIN 24 HOURS AFTER THE AUCTION. Any merchandise not paid for by this specified time will be considered abandoned and may be resold by the auctioneer, any loss incurred in the resale to be borne by the original buyer. All payments must be made by **check or certified funds by express mail, wire transfer or ACH.** Please inquire with auction personnel regarding the acceptance of funding. **NO ONSITE PAYMENTS OR CREDIT CARDS WILL BE ACCEPTED.**

REMOVAL: All Bidders must comply with Social Distancing Policies and any other policies as requested by the Owner.

“TIME IS OF THE ESSENCE” ALL ITEMS MUST BE OFF THE PREMISES BY FRIDAY, APRIL 19, 2022 at 4:00 PM.

At the Owners Discretion, any items remaining after this time will be removed from the premises and stored at the expense of the buyer, considered abandoned and scrapped.

CHECKOUT HOURS:

Monday, April 15th – Wednesday, April 17th From 8:00 AM to 4:00 PM

Thursday, April 18th – Friday, April 19th By Appointment Only!!

IMPORTANT AUCTION NOTICES:

18% BUYERS PREMIUM IS IN EFFECT FOR ALL PURCHASES!

ALL BUYERS WILL BE REQUIRED TO EXECUTE AN “AUCTION PURCHASE REMOVAL AGREEMENT”

ALL SALES SUBJECT TO STATE AND LOCAL SALES TAX WHERE APPLICABLE

ALL BIDDERS MUST COMPLY WITH OUR CUSTOMARY "TERMS OF SALE" ATTACHED HERETO,

POSTED AT THE SALE SITE & OUR WEBSITE @ WWW.CIA-AUCTION.COM.

Auctioneer Can Not Assist with Export Documents!



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TERMS OF SALE

NOTICE: All Bidders and other persons attending this sale (“Bidders”) agree that they have read and have full knowledge of these terms and agree to be bound hereby. The Bidder identified by the Auctioneer as the high bidder or successful bidder at auction (“successful Bidder”) shall have entered into a legally binding contract to purchase the item bid upon (“Lot”) at the price and subject to the terms and conditions set forth herein. All determinations, rulings, and adjustments made by the Auctioneer in good faith shall be final, binding, and conclusive upon all Bidders. The term “Auctioneer” herein means Cincinnati Industrial Auctioneers, Inc.

1. **IDENTIFICATION** - All Bidders are required to give full name and addresses at time of registration.
2. **DEPOSIT** - Each successful Bidder will be required to make a deposit in cash or by bank cashier's or certified check of 25 percent (25%) of the successful bid on each Lot at time of knockdown. In default of such deposit, the Lot may be put up again immediately and resold.
3. **TIME OF PAYMENT** – Each successful Bidder shall receive an invoice during or at the conclusion of the auction. All invoices must be paid in full by the close of business on the last day of the auction sale and prior to removing any Lot. Any other arrangements must be made with auctioneer prior to bidding. In the absence of payment or agreement by the auctioneer, title to the Lot shall not transfer to the successful Bidder and such Bidder will lose any right, title or interest such Bidder may have acquired, and the deposit paid, if any, without further notice to such Bidder. The Bidder shall nonetheless remain liable for any damages caused by the Bidder's failure to pay.
4. **REMOVAL** - All purchases must be removed not later than the date specified in the Auction Catalogue and/or announced at the sale. No Lot can, on any account, be removed during the sale. All goods are sold “Where Is.” Removal shall be at the expense, risk, and liability of the successful Bidder. Purchases will be released only on presentation of paid invoice. Auctioneer shall not be responsible for Lots not removed within the time allowed, but Auctioneer shall have the option to remove and store at the expense and risk of the successful Bidder any article purchased, but not paid for and removed within the time required.
5. **MANNER OF PAYMENT** – All payments must be made by cash, bank cashier's check or company check with a bank letter of authorization guaranteeing funds to “Cincinnati Industrial Auctioneers, Inc.” All checks for deposits and balances due shall be payable to the order of “Cincinnati Industrial Auctioneers, Inc.” All invoices must be paid to representatives of the Auctioneer at the auction site unless otherwise announced. The full purchase price on all Lots sold to the same successful Bidder must be paid within the time fixed and before removal of any Lot.
6. **DISCALIMER OF ALL WARRANTIES INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE; CONDITION OF ARTICLES SOLD – The Auctioneer and any owner, seller, or secured party make no warranties express or implied as to merchantability or fitness for purpose whatsoever. All such express or implied warranties are expressly excluded hereby. No oral statement or other writing by any person negates this exclusion. If you think you have received any assurance or warranty of any kind as to a Lot offered in this auction do not bid on such item unless the Auctioneer has signed a writing specifically directed to you and identifying the Lot and stating the modification of this exclusion The Auctioneer shall not be responsible for the correct description, genuineness, authenticity of, or defect in any Lot, and makes no warranty in connection therewith. No sale will be set aside, nor allowance made on account of any incorrectness, error in commentary, cataloging, or any imperfection not noted. No deduction, credit or avoidance shall be allowed on damaged articles, all Lots being exposed for public exhibition are purchased and accepted by successful Bidder “AS IS”, “WHERE IS” and “WITH ALL FAULTS”. Auctioneer makes no warranties or guarantees whatsoever whether written, oral, or implied as to quality, quantity, condition, usability, salability, weight, measurement, age, model, mechanical condition, performance or other specifications and all sales made are utterly without recourse.**
7. **CLAIMS** – No Claims will be allowed after removal of Lots from premises.
8. **RESPONSIBILITY FOR NON-DELIVERY**- Auctioneer, any owner, seller or secured party shall not, in any event, be liable to any Bidder for non-delivery of any Lot or for any other matter or thing, other than for the return to the successful Bidder of the deposit or sum paid on said Lot, should the successful Bidder be entitled thereto. This means that if are a successful Bidder and for any reason your Lot is not made available to you, you agree that the damages you may claim for such non-delivery are limited to the amounts you have paid and you waive any



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claim for damages for lost profits, opportunity, the value of the Lot in excess of the purchase price, your time, expenses, incidental and consequential damages, all of which are expressly waived.

9. **COMPLIANCE WITH TERMS OF SALE** – In default of payment of invoices in full within the time therein specified, the Auctioneer in addition to all other remedies allowed by law, may retain all monies received as deposit or otherwise, as liquidated damages. Lots not paid for and removed within the time allowed herein may be resold at public or private sale without further notice, and any deficiency, together with all expenses and charges of resale, will be charged to the defaulting successful Bidder.
10. **RISK TO PERSON AND PROPERTY** – Persons attending during exhibition, sale, or removal of Lots assume all risks of damage of or loss to person and property and specifically release the Auctioneer from liability therefore and agree to indemnify and hold the Auctioneer harmless from any loss, claim, liability, cost, or expense caused all or in part by such person(s). Neither the auctioneer nor his principal shall be liable by reason of any defect in or condition of the premises on which the exhibition, sale, or removal of Lots is held.
11. **ADDITION TO OR WITHDRAWAL FROM SALE** – The Auctioneer reserves the right to alter the order of the sale, withdrawal from the sale any of the Lots or parts thereof or to sell at this sale Lots not listed, and also reserves the right to group one or more Lots into one or more selling Lots or to subdivide into two or more selling Lots, or make any combination thereof which Auctioneer in its sole discretion determines. Whenever the best interest of the Seller will be served, the Auctioneer reserves the right to sell Lots in bulk.
12. **SALE BY ESTIMATED WEIGHT, COUNT OR MEASURE** – Where items are sold by estimated weight, count, or measure, the successful Bidder will be invoiced for and required to pay for the estimated weight, count, or measure. If upon delivery any shortage exists, the successful Bidder will receive a credit at the rate of the bid. If there be an excess, the successful Bidder will be required to take and pay for such excess, at the rate of the bid.
13. **DISPUTE BETWEEN BIDDERS/BID INCREMENTS** – If any dispute arises between two or more Bidders, the Auctioneer may decide the same or put the Lot up for sale again at once or resell to the highest Bidder. The Auctioneer may reject a nominal or fractional bid advance in the Auctioneer's sole discretion
14. **RESERVE** – The Auctioneer reserves the right to reject any and all bids. On Lots upon which there is a reserve, the Auctioneer shall have the right to bid on behalf of the seller, owner or secured party and shall have no obligation to denote or announce such reserve or bid.
15. **RECORDS** – The record of sale kept by the Auctioneer and bookkeeper will be taken as final in the event of any dispute.
16. **AGENCY** – The Auctioneer is acting as agent only and is not responsible for the acts of its principals.
17. **SALES TAX** – All sales are subject to state and local taxes, which will be collected from the successful Bidder unless a proper exemption certificate including tax-exempt number is presented at the time of payment.
18. **BUYER'S PREMIUM** – The Auctioneer in its sole discretion may impose a Buyer's Premium on any Lots sold. The Buyer's Premium is a percentage that is added to the final purchase price of any Lot.
19. **SHIPPING** – All coolants, oil and fluids must be drained from all machinery and equipment prior to removal. All of the above must be shipped in compliance with state and federal regulations. Unless otherwise expressly provided in writing, preparation and shipment shall be at the sole responsibility and cost of the successful Bidder.
20. **INSURANCE** – All successful Bidders, or their riggers must provide the Auctioneer and the owner of the premises of the sale a certificate of insurance in amounts acceptable to the Auctioneer prior to removal of any Lot.
21. **ADDITIONAL TERMS AND CONDITIONS** – Except as set forth in Section 6 above, the Auctioneer may modify or supplement these terms and conditions of sale by language in the catalog available at the sale site or by announcement at the start of the sale.



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AUCTION PURCHASE & REMOVAL AGREEMENT

JPS CONSTRUCTION

Location 1: 5715 Alexandria Pike, Cold Spring, KY 41001

Location 2: 900 Licking Pike, Wilder, KY 41076

FRIDAY, APRIL 12, 2024 – 10:00 AM

All purchasers of items at the JPS Construction auction conducted by Cincinnati Industrial Auctioneers, Inc. hereby agree to the following:

All purchasers agree to abide by the “Terms of Sale” as listed on our website and posted at the auction premises. The Auctioneer and Owner make no warranties express or implied as to merchantability, fitness for purpose, or condition of the articles being sold. All such expressed or implied warranties are expressly excluded hereby. All Bidders must comply with Social Distancing Policies and any other policies as requested by the Owner.

All items are purchased on an “**As Is, Where Is**” basis, with the purchaser to incur all costs in conjunction with the loading, shipping, and removal of the items from the premises. ALL EQUIPMENT MUST BE REMOVED IN A WORKMAN LIKE MANNER AND ALL UTILITIES MUST BE CAPPED. ALL ANCHOR BOLTS MUST BE CUT OFF AT FLOOR LEVEL. ALL OILS AND COOLANTS MUST BE REMOVED FROM MACHINES PRIOR TO REMOVAL. All items are available for removal during normal business hours through **Wednesday, April 17, 2024 at 4:00 PM** at which time our representatives will leave the premises. After this time arrangements for removal must be made by appointment with the Auctioneer.

“TIME IS OF THE ESSENCE” regarding the removal of items from the premises, unless noted in the lot description. All items must be removed by **Friday, April 19, 2024 at 4:00 PM**. Any items remaining after this time will be removed and stored at the expense of the buyer or considered abandoned and scrapped. **NO EXCEPTIONS!**

All purchasers and/or riggers of machinery MUST provide Cincinnati Industrial Auctioneers, Inc. and JPS Construction a certificate of insurance in the amount of \$2,000,000.00 prior to removal. Cincinnati Industrial Auctioneers, Inc. and JPS Construction must be named on the policy as co-insurer.

There are NO REFUNDS, NO EXCHANGES, NO GUARANTEES OR NO WARRANTIES on any item.
ALL SALES ARE FINAL.

Accepted By Purchaser:

Company Name

Buyer Number / Bidspotter Email

Signature

Date

**JPS Construction
April 12, 2024**



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Equipment Located at: 5715 Alexandria Pike, Cold Spring, KY 41001
900 Licking Pike, Wilder, KY 41076

Auction Date: April 12, 2024

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Lot	Qty.	Description	Lot	Qty.	Description
1	1	BOBCAT MODEL T550 INCLINE RUBBER TRACK DIESEL COMPACT SKID STEER TRACK LOADER; S/N AJZV16462 (NEW 2016) **LOCATED AT 5715 ALEXANDRIA PIKE, COLD SPRING, KY 41001**	6	1	CATERPILLAR MODEL D6K XL CRAWLER DOZIER; S/N CAT00D6KPFBH00552, SIX-WAY BLADE, HYDROSTATIC TRANSMISSION, 22" TRACKS, 43" X 110" BLADE, 7,370.7 HOURS SHOWING ON 3-19-2024 **LOCATED AT 5715 ALEXANDRIA PIKE, COLD SPRING, KY 41001**
2	1	TERRAMITE MODEL TSS38 DIESEL POWER BROOM SWEEPER; S/N 24TS0306, 8'5" WIDE BROOM, DUAL WATER TANKS, 660 HOURS SHOWING 3-19-24 **LOCATED AT 5715 ALEXANDRIA PIKE, COLD SPRING, KY 41001**	7	1	BOMAG MODEL BW172PDB-2 VIBRATORY DRUM ROLLER; S/N 109520510196T, 6' X 24" GRADING BLADE, 66" WIDE X 48" DIAMETER WITH SHEEP FOOT BLANKET, 2,128.2 HOURS SHOWING 3-19-2024 **LOCATED AT 5715 ALEXANDRIA PIKE, COLD SPRING, KY 41001**
3	1	JOHN DEERE MODEL 650G SERIES IV DIESEL CRAWLER DOZIER; S/N 820147, SIX WAY BLADE, HAND STEER, 18" WIDE TRACKS, 36" X 102" BLADE, 6,589 HOURS SHOWING 3-19-2024 **LOCATED AT 5715 ALEXANDRIA PIKE, COLD SPRING, KY 41001**	8	1	CATERPILLAR MODEL D8H CRAWLER DOZIER; S/N 46A28203 (NEW 1973), 53" X 148" BLADE, 24" TRACKS, HOURS UNKNOWN **LOCATED AT 900 LICKING PIKE, WILDER, KY 41076**
4	1	CATERPILLAR MODEL 314D LCR HYDRAULIC TRACK EXCAVATOR; S/N CAT0314DLSSZ00292, 36" WIDE BUCKET, 24" TRACKS, WITH RUBBER MOUNTED PADS, 3,906 HOURS SHOWING ON 3-19-2024 **LOCATED AT 5715 ALEXANDRIA PIKE, COLD SPRING, KY 41001**	9	1	CATERPILLAR MODEL 825B SHEEPS FOOT COMPACTOR; S/N N/A (NEW 1973), 168" STRAIGHT BLADE, 46" WIDE COMPACTION WHEELS, CAT 6-CYLINDER ENGINE **SPECIAL NOTICE - OUT OF SERVICE - ISSUES UNKNOWN** **LOCATED AT 900 LICKING PIKE, WILDER, KY 41076**
5	1	JOHN DEERE MODEL 410L FOUR-WHEEL DRIVE BACKHOE LOADER; S/N 1T0410LXPFF284773, 18" REAR BUCKET, 90" LOADER BUCKET, 995.5 HOURS SHOWING ON JOB TIMER 3-19-2024 **LOCATED AT 5715 ALEXANDRIA PIKE, COLD SPRING, KY 41001**	10	1	JOHN DEERE MODEL 892ELC TRACK EXCAVATOR; S/N FF892EX011223 (NEW 1995), 32" TRACKS, 52" WIDE BUCKET **SPECIAL NOTICE - OUT OF SERVICE - ISSUES UNKNOWN** **LOCATED AT 900 LICKING PIKE, WILDER, KY 41076**
			11	1	POWER CURBERS, INC. AUTOMATIC CURBER WITH TRAILER; S/N 15059787 **BIL OF SALE ONLY - NO TITLE** **LOCATED AT 900 LICKING PIKE, WILDER, KY 41076**



Equipment Located at: 5715 Alexandria Pike, Cold Spring, KY 41001
 900 Licking Pike, Wilder, KY 41076

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Lot	Qty.	Description	Lot	Qty.	Description
12	1	(LOT) 36" BUCKET WITH CRAWLER TRACK, TRAFCON DIRECTION ARROW AND TRAILER AND PALLET RACK CROSSBEAMS **LOCATED AT 900 LICKING PIKE, WILDER, KY 41076**	18	1	(LOT) CONTENTS ONLY - BLUEBIRD POWER LAWN SEEDER, FERTILIZER SPREADER AND STRAWBALES AND FOAM STRIPS **NO TRAILER** **LOCATED AT 900 LICKING PIKE, WILDER, KY 41076**
13	1	(LOT) MISCELLANEOUS CURB DRAINS, GRATES, MANHOLE COVERS ALONG ROADWAY TO PVC PIPE AREA **LOCATED AT 900 LICKING PIKE, WILDER, KY 41076**	19	1	CATERPILLAR MODEL D8H PARTED-OUT CRAWLER DOZIER; S/N N/A, PARTS ONLY DOZIER **LOCATED AT 900 LICKING PIKE, WILDER, KY 41076**
14	1	(LOT) MISCELLANEOUS PVC PIPE **LOCATED AT 900 LICKING PIKE, WILDER, KY 41076**	20	1	150" WIDE D8H STRAIGHT BLADE **LOCATED AT 900 LICKING PIKE, WILDER, KY 41076**
15	1	(LOT) 17' WHITEMAN MULTIQUIP AUGER (20) DISC ATTACHMENT ROTO-TILL ATTACHMENT AND CURB MACHINE **LOCATED AT 900 LICKING PIKE, WILDER, KY 41076**	21	1	(LOT) 6" / 7" / 8" / 9" AND 10" X 10' CONCRETE FORMS **LOCATED AT 900 LICKING PIKE, WILDER, KY 41076**
16	1	CAMLEVER STANDARD CONCRETE BUCKET **LOCATED AT 900 LICKING PIKE, WILDER, KY 41076**	22	1	(LOT) ORANGE SAFETY BARRELS AND BASES **LOCATED AT 900 LICKING PIKE, WILDER, KY 41076**
17	1	(LOT) CONTENTS ONLY - MISCELLANEOUS CONCRETE EQUIPMENT AND SUPPLIES **NO TRAILER** **LOCATED AT 900 LICKING PIKE, WILDER, KY 41076**	23	1	76" WIDE X 16' DUAL AXLE FLAT BED BALL HITCH TRAILER **LOCATED AT 900 LICKING PIKE, WILDER, KY 41076**

