

JOHN DEERE Customer Purchase Order for John Deere Construction and Forestry Products - USA

PURCHASER NAME AND ADDRESS			
NAME (First, Middle, Last) (First Signer) Grantsville City			
(SECOND LINE OF OWNER NAME)			
STREET or RR 429 E Main Street			
CITY Grantsville	STATE UT	ZIP CODE 84029	COUNTY Tooele
PHONE NUMBER		EMAIL ADDRESS	
NAME (First, Middle, Last) (Second Signer)			
STREET or RR			
CITY	STATE	ZIP CODE	COUNTY
PHONE NUMBER		EMAIL ADDRESS	

SELLER NAME AND ADDRESS	
Honnen Equipment Co. 4055 South 500 West Salt Lake City, UT 84123 (801) 262-7441 Fax (801) 261-1857	Dealer Account No.: 170469
Date of Order: Jun-11-2014	
Dealer Order No.:	TYPE OF SALE: <input checked="" type="checkbox"/> CASH <input type="checkbox"/> LEASE <input type="checkbox"/> TIME SALE
PURCHASER TYPE: S	MARKET USE CODE: O 95
Add customer to Mailing List (Check One or More) <input type="checkbox"/> Construction <input type="checkbox"/> Utility <input type="checkbox"/> Forestry <input checked="" type="checkbox"/> Government	
PURCHASER IS: <input type="checkbox"/> Business <input type="checkbox"/> Individual	Purchaser Acct.:
<input type="checkbox"/> SOCIAL SECURITY <input type="checkbox"/> IRS TAX ID NO <input type="checkbox"/> EIN	
NO.:	Sales Tax Exempt #

EXTENDED WARRANTY IS: <input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Rejected _____ (Initials)	LOCATION OF FIRST WORKING USE: County Tooele City Grantsville	STATE UT	COUNTY CODE TO
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QTY	NEW	DEMO	RENT	USED	EQUIPMENT (Model, Size, Description)	Hrs of Use	Stock ID #	Pin or Serial Number	Delivered Cash Price
1	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	John Deere 544K Loader, new 2014 model, JDLink Ultimate Cellular for the Americas, John Deere PowerTech PVX6.8L meets EPA IT4 Emissions; Rev. Fan Drive; Air Intake System Precleaner; 100amp Alternator; Z-BAR 2 Function Joystick with FNR; ROPS Quiet Cab with Air Conditioning; Standard Fabric, Back Rest Extension, Air Suspension Seat; Ride Control; Standard Fuel Filter Water Separator; 4-Speed Transmission; Front Hydraulically Locking Differential and Rear Conventional Differential Axles; Manual Axle Differential Lock; 20.5R25L3 XHA2 Michelin Radial Tires w/ 3 pc. Rims; Front Fenders; Halogen Work and Drive Lights; Standard Outside Mirrors; Rear Cast Bumper/Counterweight with Rear Hitch & Locking Pin; Hi-Vis Hydraulic Coupler; 3.0CY Bucket with BOC; Engine Block Heater; Environmental Drains and Sampling Ports; 24 Volt to 12 Volt - 8 Amp Converter; AM/FM/WB Radio with CD Player; Single Beacon Bracket; Slow Moving Vehicle (SMV) Emblem.		N.I.S.	Factory Order	\$125,219.00
1. TOTAL CASH PRICE									\$125,219.00

QTY	TRADE-IN (Model, Size, Description)	Hrs of Use	Pin or Serial Number	AMOUNT
1	No Transfer freight is included in this sales order, UDOT contract is FOB			\$0.00
1	Honne Yard,			
ACKNOWLEDGMENTS: Purchaser offers to sell, transfer, and convey the item(s) listed as "Trade In" to the Dealer at or prior to the time of delivery of the above Equipment, as a "trade-in" to be applied against the cash price. Purchaser represents that each "trade-in" item shall be free and clear of all security interests, liens, and encumbrances at the time of transfer to the Dealer except to the extent shown below. The price to be allowed for each "trade-in" item is listed on this document. The Purchaser promises to pay the balance due (line 9) shown hereon in cash, or to execute a Time Sale Agreement (Retail Installment Contract), or a Loan Agreement for the purchase price of the Equipment, plus additional charges shown thereon, or to execute a Lease Agreement, on or before delivery of the equipment ordered herein. Despite delivery of the Equipment to the Purchaser, title shall remain with the seller until one of the foregoing is accomplished. The Purchaser and the Dealer agree that this Purchase Order is not a security agreement and that delivery of the Equipment to the Purchaser pursuant to this Purchase Order will not constitute possession of the Equipment by the Purchaser, as a debtor, for the purposes of the purchase money security provisions in any statutes relating to personal property security or its equivalent. Purchaser understands that its rights in connection with this purchase are limited as set forth in this Purchase Order.				2. TOTAL TRADE-IN ALLOWANCE 3. BALANCE (1-2) 4. RENTAL APPLIED 5. SUBTOTAL (3-4) 6. SALES TAX RATE 0.00% 7. ADDITIONAL FEES 8. CASH WITH ORDER 9. BALANCE DUE (5+6+7-8)
WARRANTY: Two Year or 1000 Hour Powertrain + Hydraulic Warranty				\$0.00 \$125,219.00 \$0.00 \$125,219.00 \$0.00 \$0.00 \$125,219.00

DISCLOSURE OF REGULATION APPLICABILITY: When operated in California, any off-road diesel vehicle may be subject to the California Air Resources Board In-Use Off-Road Vehicle Diesel Vehicle Regulation. It therefore could be subject to retrofit or accelerated turnover requirements to reduce emissions of air pollutants. More information is available on the California Air Resources Board website at <http://www.arb.ca.gov/msprog/ordiesel/ordiesel.htm>

IMPORTANT WARRANTY NOTICE: The Standard Warranty for new John Deere construction and forestry products is set forth in a separate document provided by the dealer. Please read the Standard Warranty carefully before signing. No express warranty is made unless specified in the Warranty Statement. PURCHASER'S RIGHTS AND REMEDIES PERTAINING TO THIS PURCHASE ARE LIMITED AS INDICATED IN THE STANDARD WARRANTY AND PURCHASE ORDER. WHERE PERMITTED BY LAW, NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS IS MADE. USED JOHN DEERE PRODUCTS ONLY: John Deere will transfer remaining Standard Warranty and/or Structural warranty to the purchaser of a used John Deere construction and forestry product that has been used for less than the full warranty period provided at the product's original retail purchase. This transfer is not effective until change of ownership is registered by a John Deere dealer. ALL THE TERMS, INCLUDING LIMITATIONS AND EXCLUSIONS, OF THE JOHN DEERE STANDARD WARRANTY AND/OR STRUCTURAL WARRANTY ORIGINALLY PROVIDED FOR THE PRODUCT REMAIN IN EFFECT AND APPLICABLE.

The undersigned purchaser(s) (the "Purchaser") hereby orders the equipment (the "Equipment") described above from the Dealer. The Dealer shall not be liable for failure to provide the Equipment or for any delay in delivery if such failure or delay is due to the Dealer's inability to obtain such Equipment from the manufacturer or supplier or other cause beyond the Dealer's control. The cash price shown above is subject to the Dealer receiving the Equipment from the manufacturer or supplier prior to any change in price by the manufacturer or supplier and is also subject to any new or increased taxes being imposed upon the sale of the Equipment after the date of this Purchase Order.

Purchaser's signature below acknowledges the Purchaser has received a copy of the Standard Warranty, Version _____ (Initials) _____ and understands its terms and conditions.

Purchaser (First Signer) Ernest X. Marshall Signature Ernest X. Marshall Date 6-24-14

Purchaser (Second Signer) _____ Signature _____ Date _____

Dealer Representative _____ Signature _____ Date _____

Salesperson [Signature] Signature _____ Date _____

DELIVERY ACKNOWLEDGMENT ▶ Delivered with Operator's Manual On: _____ Customer Signature: Ernest X. Marshall

STANDARD WARRANTY FOR NEW JOHN DEERE CONSTRUCTION, UTILITY, AND FORESTRY PRODUCTS – US & Canada

- Construction, Forestry & Commercial Worksite Products: 12 months Full Machine Standard Warranty
- Pull-Type Scrapers: 6 months Full Machine Standard Warranty
- Scraper Tractors: 24 Months or 2000 Hours (whichever occurs first) Full Machine Standard Warranty
- Forestry Attachments: 12 Months or 2000 Hours (whichever occurs first) Full Machine Standard Warranty
- Frontier Equipment: 6 months Full Machine Standard Warranty (90 days in rental applications)

The "Standard Warranty" is part of the warranty protection package available from John Deere Construction & Forestry Company (John Deere Limited in Canada) ("John Deere") to purchasers of new John Deere products ("product").

STANDARD WARRANTY is John Deere's standard new product warranty, described in this document, provided at no additional charge to the purchaser.

EXTENDED WARRANTY is a separate repair contract made available by John Deere for purchasers who wish to complement their Standard Warranty coverage. Complete Extended Warranty details, including coverage options and limitations, are set forth in the Application for Extended Warranty, which is available from authorized John Deere dealers.

STRUCTURAL WARRANTY applies to certain structural components as listed below and as described in this document.

FACTORY-INSTALLED UNDERCARRIAGE WARRANTY applies to certain undercarriage components as listed below and as described in this document.

A. STANDARD WARRANTY - GENERAL PROVISIONS

John Deere will repair or replace, at its option, any parts (except those specified below) of a new John Deere product that, as delivered to the original retail purchaser(s), are defective in material or workmanship. Performance of this warranty will be free of charge for parts and labor/labour, except as otherwise stated below. Standard Warranty applies only to purchases from John Deere and authorized John Deere dealers and, except as otherwise provided in the next sentence and section L below, is extended only to the original retail purchaser of the product. Remaining Standard Warranty applicable to a used John Deere product is transferred to a subsequent purchaser of the product only if the subsequent purchaser requests a transfer from an authorized John Deere dealer before the product's Standard Warranty expires. Coverage begins on the date of delivery of the product to the original retail purchaser. For purposes of this warranty, a product that has been rented, used for demonstration purposes for 150 or more hours, or otherwise used prior to its original retail purchase has been "used" for the total duration of such use. Warranty statements required by law covering engine emissions-related parts and components are found on a separate written warranty certificate provided to the purchaser at the time of the original retail purchase.

B. WHAT IS COVERED BY STANDARD WARRANTY -

All parts of a new John Deere product (except those noted in Sections D and E below) are covered during the Standard Warranty period set out above.

C. EXCLUSIVE REMEDY -

The repair or replacement of covered parts or components that are defective, as provided in Sections A, B, D.2 and D.3 herein, shall be the purchaser's exclusive remedy for any defect in the product. However, if after repeated attempts such repair or replacement fails to correct the performance problem caused by the defect, the purchaser's sole remedy shall be a refund of the amount paid for the product (in exchange for a return of the product), excluding any transportation charges, license fees, taxes and insurance premiums, and less a reasonable allowance for use of the product prior to its return. In no event will the dealer, John Deere or any company affiliated with John Deere be liable for any incidental or consequential damages, including but not limited to loss of profits, rental of substitute equipment or other commercial loss. Correction of defects in the manner provided above shall constitute fulfillment of all liabilities of the Dealer, John Deere, or any company affiliated with John Deere to the purchaser or any other person, whether based upon contract, tort, strict liability, or otherwise. This limitation does not apply to claims for personal injury.

D. ITEMS COVERED SEPARATELY -

1. Standard Warranty does not apply to batteries, radios, tires, cameras, or to Cummins, MTU or Detroit Diesel Engines installed in John Deere products, which are covered by separate written warranties.
2. **Factory-Installed Undercarriage Warranty** covers all non-rubberized factory-installed undercarriage wear components for 3 years or 4,000 hours after the product's original retail purchase or first rental or Undercarriage Warranty does not cover failures due to wear, machine application, maintenance practices, or improper machine configuration, removal and installation labor/labour; transportation or hauling costs; unapproved parts, non-wear items, and rubberized undercarriage components such as rubber tracks. Warranty claims will be pro-rated based upon wear of the failed component and whether track shoe width is approved by John Deere. **Factory-Installed Undercarriage Warranty** does not apply to Scraper Tractors.
3. **StructurALL Warranty** for new John Deere Products (except Compact Excavators & Loaders, Skid-Steer Loaders, Compact Track Loaders, Scraper Tractors, Pull-Type Scrapers, and Forestry Attachments, which are not eligible for StructurALL Warranty) begins at the end of the product's Standard Warranty and ends (unless terminated earlier under Section F, below) three (3) years, or 10,000 hours (whichever occurs first) after the product's original retail purchase or first rental or demonstration use prior to the first retail purchase. StructurALL Warranty applies only to the following structural components listed below as installed on the product at the time of original manufacture. If a particular component is not listed below it is not covered by StructurALL Warranty.

Arm; Articulation Joint (incl. pins & bushings); Bin Frame; Boom; Carbody; C-Frames; Circle Frame; Coupler (John Deere bulk ONLY); Dipperstick; Draft Frame; Engine Frame; Equipment Frame; Grapple Arch and Grapple Boom; Loader Arm; Loader Frame; Mainframe; Moldboard Lift Arm; NeverGrease™ Pin Joints (includes steering pin and bushing joints (standard equipment), roller elements (roller bearings) in bucket to boom joints and sliding elements (bushing) for boom and linkage joints (optional equipment)); Rollover Protection Structure (ROPS); Side Frame; Swing Frame; Track Frame; Undercarriage Frame; X-Frame; Z-bar loader linkage (including belt crank and bucket driver link); Specialty booms and arms marketed as "heavy duty" by John Deere.

Items Covered by StructurALL for Cut-to-Length Forestry Machines: Front frame (welded assembly); Rear frame (welded assembly); Crane king post with basement; Middle joint; Cab turntable; Main Boom

StructurALL Warranty does not apply to:

1. Any product used primarily in extreme duty or severe duty applications such as but not limited to: demolition and wrecking, chemical plant (including fertilizer plants), salt mines, steel mill, land fill and transfer stations, scrap handling, scuffing and other applications that are similarly destructive or similarly heavy duty except specialty booms and arms as stated in Section D.3 above.
2. C-Frames on H-Series & J-Series Crawlers equipped with roof rakes or used in forestry applications unless equipped with an "extreme duty" reinforcement package.
3. Cut-to-Length Forestry Heads and Slash Bundler Units.
4. Crawlers equipped with optional side booms.
5. Excavator and Log Loader swing bearings.
6. Motor Graders equipped with front- or rear-mounted snow wings.

E. ITEMS NOT COVERED

John Deere is not responsible for the following:

1. Freight
2. Adjustments to compensate for wear, for periodic maintenance or adjustments that result from normal wear and tear.
3. Damage caused by unapproved adjustments (electronic or mechanical) to machine or machine components outside of published specifications including but not limited to engine, hydraulic components and relief valves.
4. Program updates, calibrations, and pressure adjustments.
5. Diagnostic Time
6. Additional Labor/Labour Time - Above SPG/Labor/Labour Rate
7. Additional Cleaning - Above SPG/Labor/Labour Rate
8. Rental Fees
9. Depreciation or damage caused by normal wear or application, lack of reasonable and proper maintenance, failure to follow operating instructions, misuse, negligence, collision or other accidents.
10. Premiums charged for Overtime Labor/Labour
11. Transportation to and from the dealership.
12. Travel time, mileage or service calls by the dealer.
13. Non-John Deere components or modifications, Rotobec grapples, and attachments installed aftermarket.
14. Shop supplies and maintenance items such as, but not limited to: filters, fuels, oil, hydraulic fluid, lubricants, coolants, conditioners, shop towels, cleaners and degreasers. Note: Reimbursement for refills of oil/coolants lost due to a warrantable failure is covered when a system failure occurs outside the boundaries of a normal oil change (within 25% of specified change interval as provided in the Operator's Manual).
15. Torn, cut, or worn hoses.
16. Wear items, but not limited to: body liner, belts, blades, bulbs, lubricated joints (including pins and bushings), dry brakes, brake linings, dry clutch linings, saw blades, chains, skidder grapple shocks, color marking nozzles, and articulation bumpers.
17. Items such as cutting edge parts, delimiting knives, bucket teeth and rubber track are not warranted for depreciation or damage caused by normal wear, lack of proper maintenance, misuse, failure to follow operating instructions, the elements or accident.
18. Any defect in a non-covered component, or damage to or failure of a covered component caused by a defect in a non-covered component.
19. Secondary damage which occurs from continued operation of a product after recognition of the occurrence of a failure.
20. Parts supplied or modifications done by third party suppliers.
21. Topping off fluids when fluid levels fall in the range between low and full.
22. Parts/Kits not ordered on machine and installed aftermarket. These parts will be covered by any applicable parts warranty.
23. Attachments installed aftermarket - i.e. Winch not installed at factory.
24. Custom options installed outside the factory - i.e. G.R. Manufacturing option packages.
25. Used Products (except as otherwise provided in section L below).

F. TERMINATION OF WARRANTY -

John Deere is relieved of its obligations under Standard Warranty, StructurALL Warranty, Factory-Installed Undercarriage Warranty and/or Extended Warranty if:

1. Service (other than normal maintenance and replacement of service items) is performed by someone other than an authorized John Deere dealer; or
2. The product is modified or altered in ways not approved by John Deere; or
3. Any unapproved or improperly sized attachment is installed on the product. Approval and attachment size shall be at John Deere's sole discretion. (Consult dealer prior to installing attachments or product modification).
4. The product is moved outside the US and/or Canada.

G. PARTS REPLACED UNDER WARRANTY -

Only new or remanufactured parts or components furnished or approved by John Deere, will be used if John Deere elects to repair the product. If any such part or component is defective in material or workmanship when installed in the product, John Deere will repair or replace, as it elects, such defective part or component, provided the defect is reported to an authorized John Deere dealer within 90 days (12 months or 1500 hours, whichever occurs first, for remanufactured components) after installation or before expiration of the applicable Standard Warranty, Factory-Installed Undercarriage Warranty and/or StructurALL Warranty whichever is later.

H. TELEMATICS

NOTICE: Products may be equipped with telematics hardware and software ("Telematics") that transmit data to John Deere/Dealer. Purchaser may deactivate Telematics at www.jdlink.com.

Notwithstanding Purchaser's right, title or interest in the Products, Purchaser agrees that John Deere and Dealer (their affiliates, successors and assigns), without further notice to Purchaser have the right to:

1. Access, use, collect, and disclose any data generated by, collected by, or stored in, Products or any hardware or devices interfacing with Products ("Machine Data");
2. Access Machine Data directly through data reporting devices integrated within, or attached to, Products, including Telematics ("Data Reporting Systems"); and
3. Update the Data Reporting Systems software from time to time. Machine Data will only be used in accordance with John Deere's Machine Data Policy, located at www.JohnDeere.com/MachineDataPolicy

Machine Data may be transferred out of the country where it is generated, including to the U.S.A.

I. OBTAINING WARRANTY SERVICE -

To obtain warranty service, the purchaser must request warranty service from a John Deere dealer authorized to sell the product to be serviced. When making such a request, the purchaser must present evidence of the product's delivery date, make the product available at the dealer's place of business, and inform the dealer in what way the purchaser believes the product to be defective. Standard Warranty, Factory-Installed Undercarriage Warranty and/or StructurALL Warranty repairs may be made in the field if the purchaser and servicing dealer so desire. However, John Deere will not be responsible for any charges (such as dealer travel time, mileage or extra labor/labour) that would not have been incurred had the product been repaired at the dealer's place of business.

J. NO IMPLIED WARRANTY, CONDITIONS OR OTHER REPRESENTATION -

Where permitted by law, neither John Deere nor any company affiliated with it makes any warranties, representations, conditions or promises, express or implied, as to the quality, performance, or freedom from defect of its products, other than those set forth in this document and NO IMPLIED WARRANTY OF MERCHANTABILITY, CONDITIONS OR FITNESS IS MADE.

K. NO DEALER WARRANTY -

The selling dealer makes no warranty of its own on any item covered by this warranty, and makes no warranty on other items unless the dealer delivers to the purchaser a separate written warranty certificate specifically warranting the item. The dealer has no authority to make any representation or promise on behalf of John Deere, or to modify the terms or limitations of this warranty in any way.

L. USED JOHN DEERE PRODUCTS ONLY -

John Deere will transfer remaining Standard Warranty, Factory-Installed Undercarriage Warranty and/or StructurALL Warranty to the purchaser of a used John Deere construction and/or forestry product that has been used for less than the warranty period provided at the product's original retail purchase. This transfer is not effective until change of ownership is registered by a John Deere dealer. ALL THE TERMS, INCLUDING LIMITATIONS AND EXCLUSIONS, OF THE JOHN DEERE STANDARD WARRANTY, FACTORY-INSTALLED UNDERCARRIAGE WARRANTY, AND/OR STRUCTURAL WARRANTY ORIGINALLY PROVIDED FOR THE PRODUCT REMAIN IN EFFECT AND APPLICABLE.



JOHN DEERE

Application For Extended Repair Coverage

For John Deere Construction, Utility And Forestry Products

The John Deere equipment owner (or lessee) identified below ("Owner") hereby applies to John Deere Construction and Forestry Company (John Deere)* (With respect to purchasers in Canada, John Deere means Worldwide Construction & Forestry Division, a division of John Deere Limited, 295 Hunter Road, P. O. Box 1000, Grimsby, Ontario, L3M 4H5. With respect to purchasers in the United States, except for the specific states identified below**, John Deere means John Deere Warranty Inc., One John Deere Place, Moline, Illinois 61265-8098. ** For purchasers in CT, GA, MN, NY, NC, WI, HI, IN, DC and MI, John Deere means John Deere Construction & Forestry Company, One John Deere Place, Moline, IL 61265-8098.) for John Deere Extended Repair Coverage, in accordance with the terms set forth on both pages of this document, for the John Deere product identified below. Owner desires the Extended Coverage options(s) checked below.

Check One: **1. APPLICATION GROUP**

Commercial Governmental Rental

Forestry or Severe Duty* Forestry Extreme Duty**

* Severe Duty applications are: Demolition & Wrecking, Chemical Plant, Steel Mill, Land Fill Applications, Scrap Handling, and any other applications that are similarly destructive or similarly heavy duty (36 months/6,000 hours maximum coverage)

** Forestry Extreme Duty application are: 648, 748, 848 model grapple skidders equipped with regular (NOT Sweda) axles, chains and/or dual tires (36 months/ 6,000 hours maximum coverage)

2. COVERAGE TYPE & DURATION

CHECK FULL MACHINE, ANY ONE POWERTRAIN OPTION, OR A COMBINATION OF FULL MACHINE AND ANY ONE POWERTRAIN OPTION. EXTENDED COVERAGE IS CALCULATED FROM ORIGINAL DATE OF DELIVERY.***

FOR EACH COVERAGE OPTION SELECTED, CHECK THE APPLICABLE STANDARD WARRANTY BELOW, THEN SELECT THE TOTAL MONTHS/HOURS DESIRED. Note: Months/ Hours selected may not exceed maximum specified for the designated application group.

<p><input checked="" type="checkbox"/> Full Machine</p> <p style="text-align: center;">Expiration - First To Occur (Months or Hours) Months after first retail purchase***</p> <table style="width: 100%; text-align: center;"> <tr> <td>Std. Warranty</td> <td>12</td> <td>24</td> <td>36</td> <td>48</td> <td>60</td> <td>72</td> <td>84</td> </tr> <tr> <td><input type="checkbox"/> 6 months</td> <td>6</td> <td>18</td> <td>30</td> <td>42</td> <td>54</td> <td>66</td> <td>78</td> </tr> <tr> <td><input checked="" type="checkbox"/> 12 months</td> <td>N/A</td> <td>12</td> <td>24</td> <td>36</td> <td>48</td> <td>N/A</td> <td>N/A</td> </tr> </table> <p style="text-align: center; font-size: small;">Above are additional months, after expiration of Corresponding Standard Warranty</p> <p style="text-align: center;">You have selected <input type="text" value="12"/> total months and <input type="text" value="1,000"/> hours</p>	Std. Warranty	12	24	36	48	60	72	84	<input type="checkbox"/> 6 months	6	18	30	42	54	66	78	<input checked="" type="checkbox"/> 12 months	N/A	12	24	36	48	N/A	N/A	<p><input type="checkbox"/> Powertrain Plus Hydraulics or <input type="checkbox"/> Powertrain or <input type="checkbox"/> Engine Only</p> <p style="text-align: center;">Expiration - First To Occur (Months or Hours) Months after first retail purchase***</p> <table style="width: 100%; text-align: center;"> <tr> <td>Std. Warranty</td> <td>12</td> <td>24</td> <td>36</td> <td>48</td> <td>60</td> <td>72</td> <td>84</td> </tr> <tr> <td><input type="checkbox"/> 6 months</td> <td>6</td> <td>18</td> <td>30</td> <td>42</td> <td>54</td> <td>66</td> <td>78</td> </tr> <tr> <td><input type="checkbox"/> 12 months</td> <td>N/A</td> <td>12</td> <td>24</td> <td>36</td> <td>48</td> <td>N/A</td> <td>N/A</td> </tr> <tr> <td><input type="checkbox"/> 24 months</td> <td>N/A</td> <td>N/A</td> <td>12</td> <td>24</td> <td>36</td> <td>N/A</td> <td>N/A</td> </tr> </table> <p style="text-align: center; font-size: small;">Above are additional months, after expiration of Corresponding Standard Warranty</p> <p style="text-align: center;">You have selected <input type="text"/> total months and <input type="text"/> hours</p> <p style="text-align: center; font-size: x-small;">Note: 24 months standard Warranty is for Scraper Tractors - Powertrain only</p>	Std. Warranty	12	24	36	48	60	72	84	<input type="checkbox"/> 6 months	6	18	30	42	54	66	78	<input type="checkbox"/> 12 months	N/A	12	24	36	48	N/A	N/A	<input type="checkbox"/> 24 months	N/A	N/A	12	24	36	N/A	N/A
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<input type="checkbox"/> 24 months	N/A	N/A	12	24	36	N/A	N/A																																																		

*** Less duration of rental, demonstration, or other usage, if any, prior to first retail purchase of lease.

Owner Name Grantsville City		Email Address	
Address (Street, RR) 429 E Main Street, Grantsville, UT 84029		(City/Town)	(State/Province) (Zip/Postal Code)
DEALER NUMBER	Dealer Name Honnen Equipment Co. 4055 South 500 West		Address
	(City/Town) Salt Lake City, UT 84123	(State/Province)	Prepared By: Honnen Equipment Co.
Product Description	Model	Product Description	Hourmeter Reading
		John Deere 544K Loader, new 2014 model,	
			Product ID No. (PIN) Factory Order
			Delivery Date

IMPORTANT NOTE TO OWNER: Complete terms of John Deere's Extended Coverage are set forth on this document. Please read both pages carefully before signing. YOUR RIGHTS AND REMEDIES IN CONNECTION WITH EXTENDED REPAIR COVERAGE ARE LIMITED AS INDICATED ON BOTH PAGES OF THIS DOCUMENT. WHERE PERMITTED BY LAW, JOHN DEERE PRODUCTS CARRY NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS. John Deere's Extended Repair Coverage is not insurance.

OWNER RESPONSIBILITIES: After the product's Standard Warranty expires, the owner (leased products) will be responsible for the first \$200 or repair cost for each repair event covered by Extended Coverage, except for covered repairs to the product's (1) engine or powertrain, (2) hydraulics (if Extended Powertrain Plus Hydraulics coverage is the only coverage in effect) Scraper tractor extended coverage is limited to the powertrain only with a \$750 deductible for each repair event covered under the extended coverage.

ACKNOWLEDGMENTS: I have read and understand the terms, including limitations and exclusions, of John Deere's Extended Repair Coverage, and understand that it is not insurance. I also understand that the coverage applied for herein is not effective unless and until I (1) pay the charge for this coverage, and (2) receive written confirmation of coverage from John Deere.

Owner Signature: *Brent Marshall* Date: *June 24-14*

The owner and product identified above meet all requirements for the coverage requested, and the coverage charge has been paid

Dealer Signature: _____ Date: _____

TRANSFER - The unexpired portion of this Extended Repair Coverage may be transferred with John Deere's approval (See Section H on second page for complete details.) Complete the section below to request transfer.

Purchaser Application: <input type="checkbox"/> Forestry or Severe Duty <input type="checkbox"/> Commercial <input type="checkbox"/> Governmental <input type="checkbox"/> Rental <input type="checkbox"/> Forestry/Extreme Duty	Dealer Number Charged	Purchaser Name		Address (street, RR)	
		(City/Town)		(State/Province)	(Zip/Postal Code)
Date Machine Sold	Transfer Hourmeter Reading	Date Inspection completed & approved	Signature of New Buyer	Date	Dealer Confirmation X

JD-E 17-08 Effective (09 JUN 08) I HAVE RECEIVED BOTH (2) PAGES OF THIS APPLICATION FORM. Customer Initials _____ Date _____

A. EXTENDED WARRANTY - GENERAL PROVISIONS.

During the selected coverage period, John Deere Construction & Forestry Company (Worldwide Construction & Forestry Division, a division of John Deere Limited, in Canada) ("John Deere") will repair or replace, at its option, covered components (either factory installed components or genuine John Deere replacements installed by an authorized John Deere dealer) of the product identified on the first page of this document that are defective in material or workmanship, subject to the terms and conditions set forth on both pages of this document. Such repair or replacement will be free of charge for parts and labor, except as otherwise stated below. Under each coverage option, the Extended Warranty period begins when the product's corresponding Standard Warranty ends, and continues (unless terminated under Section E below) until the expiration selected on the face of this document. The coverage period ends after the specified number of months or when the machine's hour meter reaches the specified hour limitation, whichever occurs first.

Extended Warranty is available only through authorized John Deere dealers for John Deere products, and may be purchased at any time before the product's Standard warranty, or Extended Warranty expires. Extended Warranty is not effective unless and until (1) a properly completed application for coverage is submitted to John Deere, (2) the coverage charge is paid, and (3) the applicant receives written confirmation of Extended Warranty from John Deere. Once Extended Warranty becomes effective, John Deere's obligations hereunder extend only to the applicant identified on the first page of this document, unless remaining coverage is transferred to a subsequent purchaser of this product in accordance with Section H below.

B. FLUID ANALYSIS REQUIREMENT AND MAINTENANCE.

Fluid Analysis: As a condition of coverage, the following Extended Warranty contracts (sold on or after 9 June 2008) will require fluid analysis:

- Extended Warranty Contracts on excavators with 100 horsepower and above
- All other Construction & Forestry products (including excavators under 100 horsepower) with Extended Warranty Contracts above 5000 coverage hours. Compact Excavators, Compact Track Loaders, Skid Steers, Compact Loaders, Scraper Tractors and Pull-Type Scrapers are excluded from this requirement.

Customer is responsible for completing hydraulic/hydrostatic oil analysis at 500 hour intervals for specific models and hours of coverage. If sample frequency is not maintained, and repairs occur, customer will be responsible for 20% of the repair cost. An oil sample using John Deere specifications must be submitted on or before the effective date of the Extended Warranty contract. Maintenance: The owner (lessee, for leased products), at his or her own expense, must maintain the product in accordance with the product's Operator's manual and, upon request, provide adequate records verifying maintenance.

C. WHAT IS COVERED BY EXTENDED WARRANTY:

Not every product component is covered by Extended Warranty. Those components that are covered are listed below. If a particular component is not listed below, it is not covered by Extended Warranty.

1. **Engine Only Coverage** (excludes Cummins, Detroit Diesel and Hino Engines): If you purchased Engine Only Extended Warranty the following items are covered: Engine: engine and all components within, cylinder head and gasket, ECU, electronic engine-speed-control system, engine block, engine oil cooler and aftercooler, flywheel housing and gasket, front and rear engine seals, front damper, hydraulic actuator, injection nozzles, injection pump and gasket, manifolds and gaskets, oil pan and gasket, pressure/temperature sensors and sending units, pressure/temperature sensors and sending units-EGR system manifold, ring gear and flywheel, rocker arm cover and gasket, thermostats, timing gear cover, turbocharger and gaskets, water pump and gaskets.

2. **Powertrain Coverage:** If you purchased Powertrain Extended Warranty the engine items above are covered along with the following items: Engine: engine speed controls & linkages - excavators. Transmission/Axles/Hydrostatics: axle(s) and differentials(s), clutch housing (except dry clutch disk), driveshaft with universal joints, electronic and/or hydraulic control valves, excavator rotary manifold, Tracked Feller-Buncher rotary manifold, final drive, front wheel-drive sensors (not wiring harness), hydrostatic system components including: propel motor, hydrostatic/hydraulic pump and related control valves powering propel and/or swing function (not dig function), hydraulic-front-wheel-drive axle and wheel assembly (including drive pump and motor, electric control, solenoid control valve, and divider valve), mechanical-front-wheel-drive differential/axle assembly (with its driveshaft, universal joint and control), power take off clutch housing (scraper tractor only), pump and valve controller, reverser with control valve, splitter drive, swing motor and brake, swing gearbox and bearings, torque converter, transfer drive, transmission Brakes: wet park brake pinion shaft, bearing, and bearing quill (motor graders only), wet service brakes, wet steering brakes and clutches. Electrical: sensors- rotary, starter (scraper tractor only).

3. **Powertrain plus Hydraulics Coverage:** If you purchased Powertrain plus Hydraulics Extended Warranty, the engine and power train items above are covered along with the following hydraulic items: Transmission/Axles/Hydrostatics: accumulator and related relief valves (transmission), hydraulic differential lock valve & associated parts. Hydraulics: control & load holding valves, cylinder packing kits, hydraulic cylinders, hydraulic oil cooler, hydraulic pumps & motors & related control valves, hydraulic reservoir, locking pin cylinder, pilot controls. Brakes: brake accumulator (Articulated Dump Truck Only) Steering: crossover relief valve, priority valve, steering pump, steering valves and cylinders.

4. **Full Machine Coverage:** If you purchased Full Machine Extended Warranty the engine, powertrain, and powertrain plus hydraulic items above are covered along with the following non-powertrain items: (Please note: there is a \$200 deductible on all hydraulic and non-powertrain repairs when Full Coverage is purchased) Engine: engine mounts and support, engine oil lines, engine speed controls & linkages, filter mount, fuel lines, fuel tank and associated parts, fuel transfer pump & gasket, oil filler tube, pulleys, radiator and hoses, water piping. Transmission/Axles/Hydrostatics: control rods, differential lock valve & associated parts, external oil lines, filler tubes (transmission), filter screens, oil cooler, shift-control linkage, sending units and sensors. Brakes: brake accumulator (Non ADT), brake pump, brake valve, pressure reducing valve, unloading valve. Electrical: alternator, gauges, indicators, instruments, sensors, starter, starter drive, starter solenoid, switches, voltage regulator, wiper motors, wiring harnesses. Factory Installed Air Conditioning: accumulator, clutch, compressor, condenser, dryer, evaporator, expansion valve, heater hose, pulley, seals & gaskets, temperature control programmer. Other: bucket linkages, circle drive gearbox, dump body (ADT only), fan & fan drive, motor grader circle, scarifier & ripper linkages, factory installed winch (skidders only). Steering: axles, secondary steering system components, spindles & supports, steering linkage, tie rod & tie rod ends. Structures: arm, articulation joint (incl pins & bushings), bin frame, boom, car body, C-frame, circle frame, dipperstick, draft frame, engine frame, equipment frame, forklift mast & frame, grapple arch and grapple boom, loader arm, loader frame, mainframe, moldboard lift arm, rollover protection structure (ROPS), side frame, swing frame, track frame, X-frame, Z-bar, Pneumatic Components (ADT only): airline hoses & lines & fittings, air components of brake systems, four way protection valve, unloading valve.

D. ITEMS NOT COVERED.

John Deere is not responsible for the following:

1. Parts/Kits not ordered on machine and installed aftermarket are not covered by the machine's Standard Warranty or Extended Warranty. These parts will be covered by any applicable parts warranty.
2. Attachments installed aftermarket are excluded from any Extended Warranty purchased for the machine - i.e. Winch not installed at factory.
3. Factory installed forestry attachments such as felling heads, saw heads, harvesters, delimiters and all Walaiah attachments do not qualify for Extended Warranty.
4. Batteries, hoses, radios, tires, Cummins or Detroit Diesel engines, JDLink/ZXLink components.
5. Premiums charged for overtime labor requested by the customer.
6. Costs for transporting the product to and from the place where service is performed, or service calls made by the repairing dealer.
7. Depreciation and normal wear.
8. Damage caused by any of the following: a) Misuse or abuse of the machine; b) the application the machine is working in, c) lack of proper/required maintenance; d) failure to follow operating instructions; e) lack of protection during storage; f) vandalism; g) the elements; or h) collision or other accidents.
9. Normal maintenance and replacement of maintenance and wear items such as: filters, oils, coolants and conditioners, blades and cutting edge parts, pins and bushings (except in articulation joints), hoses, lines and fittings, undercarriage, belts, dry brakes and dry clutch linings, bulbs, rubber tracks, and skidder grapple shocks.
10. Damage caused to a covered component by a non-covered component that is used on or installed in the product.
11. For warranty repairs made in the field, any charges (such as dealer travel time, mileage, or extra labor) that would not have been incurred had the product been repaired at the dealer's place of business.

E. TERMINATION OF EXTENDED COVERAGE

John Deere is relieved of its obligations under Extended Warranty if:

1. Service (other than normal maintenance and replacement of service items) is performed by someone other than an authorized John Deere dealer; or
2. The product is altered or modified in ways not approved by John Deere, or
3. The product's hour meter has been rendered inoperative or otherwise tampered with; or
4. The product is removed from the United States or Canada; or
5. Use is made of the product within an application group other than the group designated in the application for Extended Warranty for the product.

F. LIMITATIONS OF JOHN DEERE'S LIABILITY

The repair or replacement of covered components that are defective, as provided in Section A above, shall be the owner's (or lessee's) exclusive remedy for any defect in the product. However, if after repeated attempts such repair or replacement fails to correct the performance problem caused by the defect, the owner's (or lessee's) sole remedy shall be a refund of the amount paid for the product (in exchange for a return of the product), excluding any transportation charges, license fees, taxes, and insurance premiums, and less a reasonable allowance for use of the product prior to its return. John Deere's liability for any repair event shall not exceed the actual cash value of the product if repaired, and John Deere's cumulative liability over the coverage period shall not exceed the amount paid by the owner (or lessee) for the product, excluding any transportation charges, license fees, taxes, and insurance premiums. In no event will John Deere be liable for any incidental or consequential damages (including without limitation, loss of profits, rental of substitute equipment, or other commercial loss) that may be sustained due to a defect in the product or the breach or performance of John Deere's obligation under Extended Warranty. Corrections of defects in the manner provided herein shall constitute fulfillment of all liabilities of John Deere to the owner (or lessee) or any other person, **whether based upon contract, tort, strict liability, or otherwise.** This limitation does not apply to claims for personal injury.

G. OBTAINING EXTENDED WARRANTY SERVICE.

To obtain service covered by Extended Warranty, the owner (or lessee) must request Extended Warranty service from a John Deere dealer authorized to sell the product to be serviced. When making such a request, the owner (or lessee) must present his or her Application for Extended Warranty and John Deere's written confirmation of coverage (transferees under Section H below must present John Deere's written confirmation of coverage transfer), make the product available at the dealer's place of business, and inform the dealer in what way the product is believed to be defective. Extended Warranty repairs can be made in the field if the purchaser and servicing dealer so desire. However, John Deere will not be responsible for any charges (such as dealer travel time, mileage, or extra labor plus any applicable taxes) that would not have been incurred had the product been repaired at the dealer's place of business.

H. TRANSFER OF UNUSED COVERAGE UPON RESALE.

Remaining Extended Warranty applicable to a used John Deere product is transferred to a subsequent purchaser of the product if:

1. The subsequent purchase is made before the product's Extended Warranty expires; and
2. The product is determined by John Deere to be in satisfactory condition following an inspection performed by an authorized John Deere dealer, in accordance with John Deere's instructions, at the subsequent purchaser's expense; and
3. John Deere's written confirmation of the transfer is received by the subsequent purchaser; and
4. Either (a) the use made of the product by the subsequent purchaser falls within the same application group designated on the product's original Application for Extended Warranty, or (b) the subsequent purchaser pays the amount specified by John Deere for conversion of the remaining coverage to a different application group.

I. NO STATUTORY OR IMPLIED WARRANTY.

Where permitted by law, JOHN DEERE PRODUCTS CARRY NO STATUTORY OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS.

J. DEALER CANNOT VARY TERMS OF COVERAGE.

All terms of John Deere's Extended Warranty are set forth on this document. John Deere dealers have no authority to make any representation or promise on behalf of John Deere, or to modify the terms or limitations of Extended Warranty in any way.

ACKNOWLEDGEMENT FORM

The purchaser(s) of

MAKE: _____ MODEL: _____ PIN: **Factory Order**

do hereby acknowledge receipt of the Fluid Analysis Requirements in Extended Warranty for the above named equipment.

I/We understand and acknowledge the following:

- For certain new Extended Warranty contracts or extensions sold on or after June 2008, fluid sampling must be done prior to failure as a condition of coverage.
- Customer is responsible for completing necessary hydraulic/hydrostatic oil analysis at 500 hour intervals for specific models and hours of coverage.
- If sample frequency is not maintained, and repairs occur, customer will be responsible for 20% of the repair cost.

The matrix below should help you understand the oil samplings required:

Product	Contract Hour Level	Type of sample			
		Hydraulic	Hydrostatic	Engine	No Samples
ADTs	Above 5000 hours	X			
Backhoes	Above 5000 hours	X			
Crawlers: 450, 550, 650, 700, 750, & 850	Above 5000 hours		X		
Crawlers: 605, 655, 755, 950, & 1050	Above 5000 hours	X			
Energy Wood Bundlers	Above 5000 hours	X			
Excavators Compact	No Sampling				X
Excavators size 75 through 135	Above 5000 hours	X			
Excavators size 160 through 850	All hour levels	X			
Forwarders	Above 5000 hours	X			
Knuckleboom loaders & Swing Machines	Above 5000 hours	X			
Loaders	Above 5000 hours	X			
Loaders - Compact	No Sampling				X
Motor Graders	Above 5000 hours	X			
Rigid Frame Trucks	No Sampling				X
Scrapers - Pull Type	No Sampling				X
Scraper Tractors	No Sampling				X
Skid Steers	No Sampling				X
Skidders	Above 5000 hours	X			
Track Loaders - Compact	No Sampling				X
Wheeled/Tracked Feller Bunchers	Above 5000 hours	X			
Wheeled/Tracked Harvesters	Above 5000 hours	X			

Name(s) Brent K. Marshall Date: June 24-14
 (Please Print)

Signature(s) Brent K. Marshall



Repurchase / Buyback Agreement

Date: 12-13-13

Agency: Grantsville City

Model: 544K

Serial #: Factory Order

Under this agreement, Honnen Equipment will repurchase the John Deere 544K from Grantsville City at the end of One years on a year from the delivery date of the machine. The repurchase price will be in the sum of \$133,000 less any or all repairs needed and wear items as outlined below.

- (1) Total hours on the machine at the end of the term outlined above will not exceed 300 hours. If the hours exceed 300, Grantsville City will reimburse Honnen Equipment at the rate of \$28.00 per hour for all hours in excess of 300.
(2) Grantsville City agrees to maintain the equipment to manufacture's specifications, as found in the respective owner's manual provided with the machine. Grantsville City agrees to provide a record of the maintenance history upon request at any time during this period. Oil sampling is required and is to be performed per manufactures specifications by a Honnen Equipment Co. designated oil analysis lab. If customer uses another labor for oil sample analysis, the reports generated by that lab must be provided to Honnen Equipment.
(3) Honnen Equipment reserves the right to inspect the machine and the service records at any time with reasonable notice to Provo City.
(4) Ground engaging tools, all tires, etc. to be 50% or better, at the conclusion of above specified term.
(5) All glass to be free of all defects including, but not limited to, cracked windows, worn hoses, etc. All lights are to be operational and exterior of the machine including, but not limited to, the cab, shall be free of dents and the paint to have reasonable appearance.
(6) All major warranty work will be done at Honnen Equipment, Salt Lake City location, unless otherwise noted and agreed upon as warranty claims arise. It will be the responsibility of Grantsville City to inform Honnen Equipment as soon as possible when warranty work is needed. In the event that a service call is required, there will be a charge for travel time and mileage, unless other arrangements can be made for the transport of the equipment to Honnen Equipment, Salt Lake City location by Grantsville City.
(7) Fire or rollover damage to the 544K voids the obligation of Honnen Equipment to repurchase the machine.
(8) Upon expiration of the warranty period, Grantsville City will be responsible for all repairs that otherwise would have been covered by warranty. Such work will be done by Honnen Equipment Service Department using genuine John Deere parts with parts and service labor charged to the account of Grantsville City.

Acceptance of above referenced terms and conditions is acknowledged by signature below:

Honnen Equipment

Grantsville City

Signed: _____

Signed: _____

Title: _____

Title: _____

Date: _____

Date: _____

No, it is stated on the State Contract. Are you planning on leasing the machine are you planning on buying it outright?

Either way it is not listed on the Purchase Order of the machine. We are piggybacking the UDOT State Contract & all verbiage. After the machine is delivered I will have to come get the Warranty Documents signed & do some training on the machine. At that time I will have to have the Delivery Receipt signed as well. There is a buyback letter that is signed at that time.

Jeff Hunt

Honnen Equipment

John Deere Construction Equipment

Sales & Rentals

4055 South 500 West

Salt Lake City, UT 84123

801-891-4276

jeffhunt@honnen.co



Revision number: 4

Purchasing Agent: Linda Crawford
Phone #: 801-538-3150
Email: lindacrawford@utah.gov

Item: FRONT-END LOADER, ALL WHEEL DRIVE

Vendor: VC0000138204

Honnen Equipment Company
4055 S 500 W
Salt Lake, Utah 84123

Remit to:

5055 East 72nd. Ave
Commerce City, CO 80022

Internet Homepage:

www.Honnen.com

General Contact:

Dave Haymond

Telephone:

801-262-7441

Cell Phone:

801- 209-2575

Fax number:

801-261-1857

Email:

davehaymond@honnen.com

Reporting Type:

Line Item

Brand/trade name:

John Deere 544K

Price:

See attached pricing; base price \$125,219.00

Terms:

Net 30

Effective dates:

08/18/2009 through 08/18/2014

Potential renewal options remaining:

Days required for delivery:

45 days

Price guarantee period:

12 Months

Freight:

Minimum order:

Min shipment without charges:

Other conditions:

Price increase, also extended through 08/18/14. Assigned to new Agent.

BID NO. GL10007

This contract covers only those items listed in the price schedule. It is the responsibility of the agency to ensure that other items purchased are invoiced separately. State agencies will place orders directly with the vendor creating a PRC in Finet. Agencies will return to the vendor any invoice which reflects incorrect pricing.

Supplier: Hennen Equipment Company

WHEELED FRONT END LOADER ALL WHEEL DRIVE Direct Purchase with Buyback option

PUBLICATION

This specification is a product of the Utah Department of Transportation, hereinafter referred to as STATE. STATE does not assume nor accept any liability when this specification is used in the procurement process by any other entity. This bid will result in a State Cooperative contract.

State of Utah through the Utah Division of Purchasing and General Services will establish a two-year State Cooperative contract with three (3), 1-year renewable options. The contract shall include the option to return a loader and start another lease with a new current year model. The bid is based on a 2 ¾ yard loader minimum.

The successful bidder can change equipment options on the make and model accepted in the bid in order to meet the needs of the ordering entity. The price of the equipment options shall be based on the discount applied to the published rates found in the contract. Only parts related to this loader specification are included in the bid, published rate, and resulting contract

PART 1: GENERAL CLAUSES AND CONDITIONS

1. The equipment furnished under this specification shall be the latest improved model in current production, as offered to commercial trade, and shall be of quality workmanship and material. The supplier represents that all equipment offered under this specification is new at time of delivery. DISCONTINUED DEMONSTRATOR OR DEVELOPMENTAL MODELS ARE NOT ACCEPTABLE.
2. Supplier shall submit, with the bid to BidSync (<http://www.bidsync.com>), the latest detailed specifications for the equipment offered. Supplier should submit the latest literature for informational purposes only. Should you need assistance from BidSync, contact support@bidsync.com or 801-765-9245.
3. Upon delivery, unit shall be completely assembled and adjusted. All equipment, including standard and supplement equipment, shall be installed, and the unit shall be serviced and ready for continuous operations.
4. All parts not specifically mentioned, but are necessary for the unit to be complete for operation or are normally furnished as standard equipment, shall be furnished by the supplier. All parts shall conform in strength, quality, and workmanship to accepted standards of the industry.
5. The unit provided shall meet or exceed all the Federal and State of Utah safety, health, lighting and noise regulations and standards in effect, and which are applicable to equipment furnished at the time of acceptance.
6. It is the intent of the STATE to purchase goods, equipment, and services having the least adverse environmental impact within the constraints of statutory purchasing requirements, departmental need, availability, and sound economical considerations. Any suggested changes and environmental enhancements for possible inclusion in future revisions of this specification are encouraged.
7. STATE, encourages all manufactures to comply, voluntarily, with the Society of Automotive Engineers (SAE) recommended practices.
8. Required measurements standard will be given in English units or the industry's standard units.
9. Failure to provide and comply with Part I of bidder submitted specifications will result in bid(s) being declared non-responsive
10. Requests for exception(s) to this bid must be submitted through questions and answers on BidSync. Any addenda will be issued through BidSync. Exceptions shall not be granted to requests made after the question and answer deadline.

11. The equipment shall be warranted against all defects in material and workmanship for a period of not less than 12 months. If manufacturer's standard warranty period exceeds 12 months, then the standard warranty period shall be in effect. Warranty period shall start after auxiliary equipment has been installed. UDOT shall provide the in-service date to the manufacturer. Basic warranty shall include agreement to allow all UDOT shops to be approved to complete in-house warranty repairs at UDOT maintenance shops. The warranty shall include nothing less than parts, labor reimbursement and repetitive problems, reasonable towing, and road travel cost reimbursement. If manufacturer's standard warranty includes any additional coverage not mentioned under these requirements, the standard Warranty along with requirements shall be in effect.

State any exception and/or additions to the warranty here.
Warranty included is 12 Months, 1,500 hours Full Machine

12. Performance Bond Requirements. At the time of the Buyback Contract (Appendix B) is signed by the contractor, bonding must be provided in the amount equal to the buyback price stated in the Contract. Bonding may be in the form of 1.) cash 2.) a cashiers check, 3.) a certified check, or 4.) a bond underwritten by a company licensed to issue bonds in the State of Utah.

PART II: GENERAL SPECIFICATIONS

1. SCOPE:

The intent of this bid is to define the minimum acceptable standards for contract to purchase 2% cubic yard loaders to be used in highway operations. This purchase is unique from previous equipment purchases in that UDOT is seeking an optional buy-back as agreed in this specification. The buy-back price will be used along with the basic purchase price in determining low bid. There are no guaranteed purchases as a result of this bid.

1. NOTICE TO BIDDERS:

Any example shown is listed to show type and class of equipment desired. Bidders are cautioned to read the specifications carefully, as there may be special requirements not commonly offered by the equipment manufacturer. Do not assume your standard equipment meets all detailed specifications merely because it is listed as an example. Bidders are cautioned that any unit delivered to the FOB points, which do not meet specifications in every aspect will be rejected. The combination of the characteristics of products cited shall be the minimum standard of quality for this bid. Products which meet the minimum standard and which are in other ways substantially equivalent to those designated will be considered for award.

PART III. DETAILED SPECIFICATIONS

I. Cab

- 1.1 Shall have a fully enclosed, weatherproof cab.
- 1.2 Glass- Safety type for all windows with ventilation right and left doors.
- 1.3 ROPS- Manufacturers standard.
- 1.4 Seat Belt shall be manufacturer standard.
- 1.5 Seat- Fully adjustable, deluxe cloth covered, dual arm rests, air suspension type with 4-way adjustments up, down, forward and backward.
- 1.6 Steering Wheel- Shall tilt up and down with infinite adjustment.
- 1.7 Insulation- Soundproofing to meet federal requirements at ear level with door closed.
- 1.8 Air Conditioning shall be manufacture standard, factory installed.
- 1.9 AM/FM Stereo/ CD radio that is OEM standard.
- 1.10 Mirrors shall be manufacture standard deluxe mirror package with dual exterior mirrors.
- 1.11 Windshield wipers shall be manufacture standard for both front and rear windows with electrically operated washers.
- 1.12 The heater/defroster/pressureizer shall be OEM standard for cold weather operation.
- 1.13 The loader shall include an OEM sun visor.
- 1.14 The handholds and steps shall be ergonomically located and slip resistant..

Comply x Exceptions

2. Diesel Engine

- 2.1 The engine shall be a tier III certified- 4 cycle design with a gross hp 148, net hp 135.

- 2.2 Maximum speed- 2000 rpm. Peak torque @1200rpm.
- 2.3 Oil Filter- Heavy duty canister or spin-on throw away type.
- 2.4 Air cleaner- Heavy duty 2-stage dry type with restriction indicator.
- 2.5 Block heater- Shall be manufacturer standard electric with stationary receptacle.
- 2.6 Cold weather starting aid- Shall be equipped with one of the following: Turner electric quick start, individual cylinder glow plug or manifold pre-heater.
- 2.7 Exhaust- Muffler and rain cap or curved exhaust.
- 2.8 Engine side panels- Shall be the hinged type or one piece tilting hood.
- 2.9 Engine oil sampling fitting- Shall be a Titan Laboratories Model No. 001014 or equal.
- 2.10 Shall include a hydraulic reversing fan.

Comply Exceptions Peak torque at 1,600 RPM

3. Transmission

- 3.1 Type- 2 speed hydrostatic, full power shift or power shift multi-speed with modulation or automatic transmission with four mode select system.
- 3.2 Speeds- 3 forward and 3 reverse or 4 forward and 4 reverse with single or dual lever control.
- 3.3 Torque converter- Single stage or lock up torque converter.
- 3.4 Filter- Manufactures standard spin-on type, vertically mounted.
- 3.5 Oil sampling fitting- Shall be a Titan Laboratories Model No. 001014 or equal.

Comply x Exceptions

4. Axles

- 4.1 Type- Inboard or outboard planetary or semi-floating 4 wheel drive.
- 4.2 Front-Fixed.
- 4.3 Rear-20 degree minimum total oscillation.
- 4.4 Differential- Shall be equipped with front and rear limited slip differentials or an operator controlled front differential lock. Four wheel drive is acceptable.

Comply x Exceptions

5. Steering

- 5.1 Type- Full power center point articulation.
- 5.2 Articulation- 40 degrees minimum each direction.

Comply x Exceptions

6. Brakes

- 6.1 Type- 4 wheel hydraulic power or air over hydraulic. Must include a moisture protector if equipped with air.
- 6.2 Brakes must meet federal requirements.
- 6.3 The parking brake shall be a mechanical type, wet multi-disc, pull cable or electrically controlled and equipped with both visual and audible warning device for park brake activation.

(Comply x Exceptions)

7. Bucket

- 7.1 Type- General purpose with spill plate and bolt-on cutting edge.
- 7.2 Requirements- Bucket width must exceed overall tire width and loader bucket tip linkage shall be a z-bar type or approved equal
- 7.3 Accessories- Automatic bucket positioner, lift kick-out and return to dig.

- 7.4 Sealed pins and bushings- Shall be manufactures standard for all lift arms and bucket hinge points.
- 7.5 Controls- Shall utilize a single or dual lever control for bucket raise/lower and dump/rollback.

Comply Exceptions Tire width exceeds bucket width by .2"

8. Hydraulic System

- 8.1 Shall be an open or closed and pressurized.
- 8.2 The cylinder shaft's shall be chromed.
- 8.3 The reservoir tank shall be manufactures standard with a sight glass.
- 8.4 The lift circuit shall have positions for raise, hold, lower and float and also boom kick-out.
- 8.5 The tilt circuit shall have a position for roll back, hold, dump and bucket tilt kick-out.
- 8.6 The controls shall be manufacture standard with hydraulic lever lockout.
- 8.7 The oil cooler shall be the manufacture standard.

Comply x Exceptions

9. Accessories

- 9.1 The loader shall include warning lights, and a roof mounted dual rotator. Rotator shall be supplied by UDOT.
- 9.2 The alternator shall be a 70 amp 24 volt minimum, rated for air-conditioning.
- 9.3 The battery shall be the manufacture's standard that is heavy-duty.
- 9.4 Shall include a horn.
- 9.5 The back-up alarm shall be a Preco-matic self-adjusting type or equal.
- 9.6 The lights front and rear work lights, driving lights and stop tail and turn lights.
- 9.7 Shall include vandalism protection, locks for the following: fuel tank, hydraulic tank, engine compartment, radiator, and cab.
- 9.8 Shall include gauges or lights for the engine temp, engine oil pressure, transmission oil temp, hour meter, charge rate gauge, and fuel gauge. Air pressure gauge required if equipped with air brake.
- 9.9 The draw bar shall be the manufacture standard.
- 9.10 Shall include fenders for both front and rear that provide clearance for tire chains to be used on all four wheels.
- 9.11 There shall be warning devices for low oil pressure, high engine temp, and low air pressure.
- 9.12 Shall include a ride control system where the operator controlled nitrogen oil accumulator installed in the line with the loader lift cylinders to control fore and aft pitching during transport.
- 9.13 Shall include a slow moving vehicle emblem mounted to the rear of the machine.

Comply x Exceptions

10. Capacity

- 10.1 The tires shall be 20.5-25 12 PL L3 radial, Goodyear or Michelin.
- 10.2 The bucket capacity shall be 2-314 cubic yards nominally heaped, with bolt-on cutting edge.
- 10.3 The operating weight shall be 25,000 lb. minimum.
- 10.4 The tipping load straight ahead shall be 21,800 lb. minimum.
- 10.5 The tipping load at a 40 degree turn shall be 18,900 lb. minimum.
- 10.6 The breakout force shall be 22,600 lb. minimum with cutting edge.
- 10.7 The dumping height shall be 108" at 45 degree dumping angle minimum.
- 10.8 CCACL2 in rear tires is not acceptable.

Comply x Exceptions

PART IV. PRICING

Bidder name Honnen Equipment Co.

Make and Model quoted Deere 544 K

1. Direct Purchase

1.1 Direct Purchase

Please list the purchase price for the 2-3/4 C.Y. Loader:

One (1) unit \$ 99,899.00

L2 Direct Purchase With Optional Buy-Back

UDOT will determine which bid is in the best interest of the state, based on average annual ownership costs of the bids received

Award will be based on the lowest cost to the state.

Please list the purchase price for the loaders with the amount that you, the vendor, will reimburse UDOT to buy back this 2-3/4 CY loader at the dates listed below. UDOT will pay full price for the unit and own the unit until the end of the buy-back contract (see Appendix B). Loader shall not be returned before agreement from buy-back agreement.

Unit Amount	One (1) Year Buy Back Amount	Cost per hour over 300 hrs
\$ 99,899.00	\$ 133,000.00	\$ 28.00
	Two (2) Year Buy Back Amount	Cost per hour over 600 hrs
	\$117,000.00	\$ 28.00
	Three (3) Year Buy Back Amount	Cost per hour over 900 hrs
	\$ 103,000.00	\$ 28.00

2. Delivery Requirements:

2.1 Delivery shall be at no additional charge for locations within a fifty (50) mile radius of the Utah State Capital building. State the one-way, per-mile delivery charge beyond the fifty-mile radius.

\$3.00

3. Cost Determination

NOTE: Average monthly cost will be determined as follows:

3.1 Direct Purchase

The average monthly cost will be determined by straight-line depreciation. The monthly depreciation Formula is calculated below. UDOT utilizes a 20 percent salvage value with a useful life of 12 years.

Example:

Purchase Price \$100,000

Annual Depreciation $\frac{\text{Purchase Price} \times .80}{\text{Useful Life}}$

PART V: PARTS AND SERVICE

1. PARTS AND SERVICE

- 1.1. The Bidder and/or with the manufacturer of the equipment furnished shall have an authorized dealer within the state of Utah.
- 1.2. The authorized dealer shall have factory-trained personnel available for authorizing of warranty repairs.
- 1.3. The dealer shall also maintain an inventory of high-usage parts and a quick source for low-usage parts. Consideration will not be given to bidders unable to satisfy to the State as to the adequacy of their parts network for the availability of replacement parts.

PART VI: DELIVERY. DOCUMENTATION. ACCEPTANCE AND PAYMENT

1. TRAINING

- 1.1 INSTRUCTION ON SAFETY, OPERATION AND MAINTENANCE: The vendor shall provide the services of a competent, factory-trained, technician thoroughly trained in the use and operation of the unit offered to STATE.
- 1.2 Vendor shall provide instruction on safety, operation, and preventive maintenance of the unit, after the unit has been delivered and is ready for operation but prior to payment. The instruction shall include a full demonstration of all the unit(s) functions on the unit(s) delivered. Instruction shall identify potentially hazardous situations when working.
- 1.3 LESSON PLAN: The supplier shall furnish a copy of the manufacturer's approved lesson plan for the instructional training within 30 days after award of the purchase order. The lesson plan may be taken from the operator's manual, provided all necessary information is included.

2. DOCUMENTATION

- 2.1 Delivery must include Supplier's Invoice, a Copy of Warranty(s) and an Operator's Manual for unit.
- 2.2 Operators Manual shall include start up procedure, checklist for data collection, shut down procedure, check list for winter storage and check list for return to service.
- 2.3 Delivery must also include one complete set of parts lists and (shop) repair manuals for each piece of equipment and ten (7) sets of shop (repair) manuals at no additional charge. CD's are acceptable for shop repair manuals. Manuals shall include blueprints on all wiring and hydraulic schematics.

Delivery must include one complete set of extra filters for each unit purchased.

3. ACCEPTANCE

- 3.1 All equipment ordered with this request will be subject to acceptance inspection and performance testing upon receipt.
- 3.2 Acceptance inspection and performance testing will not take more than five working days, weather permitting.
- 3.3 the vendor will be notified-within this time frame of any unit that does not comply with the purchase order specifications.
- 3.4 If any unit is canceled for non-acceptance, the needed equipment may be purchased elsewhere and the vendor may be charged full increase, if any, in cost and handling.

4. PAYMENT

- 4.1 Invoices will not be approved for payment until all of the required documentation and manuals have been received and the equipment has been accepted.

PART VI: SPECIAL TERMS AND CONDITIONS

1. **Non-Collusion**
By signing the bid/proposal, the offeror certifies that the bid/proposal submitted has been arrived at independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, suppliers, equipment or services described in the Solicitation, designed to limit independent proposing or competition.
2. **Bid/Proposal Preparation Costs**
The State is not liable for any costs incurred by the offeror in bid/proposal preparation.
3. **Quantity Estimates**
State does not guarantee to purchase any amount under the purchase/contract to be awarded. Estimated quantities are for proposing purposes only and are not to be construed as a guarantee to purchase any amount.
4. **Inspections**
Goods furnished under this contract will be subject to inspection and test by the Buyer at times and places determined by the Buyer. If the Buyer finds goods furnished to be incomplete or not in compliance with bid/proposal specifications, the Buyer may reject the goods and require Contractor to either correct them without charge or deliver them at a reduced price which is equitable under the circumstances. If Contractor is unable or refuses to correct such goods with a time deemed reasonable by the Buyer, the Buyer may cancel the order in whole or in part. Nothing in this paragraph will adversely affect the Buyer's rights including the rights and remedies associated with revocation of acceptance under the Uniform Commercial Code.
5. **Non-Compete Clause**
The Contractor represents its officers and employees are free to contract with State and are not subject to restrictions by the terms of their present or past employment, including, but not limited to an agreement not to compete for a period of time unless disclosure has been made. Contractor must disclose to the State any possible conflicts in writing, before the contract is signed, and the State will evaluate whether to continue with contract execution. State may elect to terminate a contract immediately with a Contractor who is subsequently determined to be subject to such restrictions without liability to the State. If the State elects to terminate a contract for this reason, the State will supersede paragraph# 13 in Attachment A - Standard Terms and Conditions and will not provide 60-day prior notice to the Contractor.
6. **Price Guarantee, Adjustments**
The contract pricing resulting from this bid/proposal will be guaranteed for a one (1) year. Following the guarantee period, any request for price adjustment must be for an equal guarantee period, and must be made at least 30-days prior to the effective date. Request for price adjustment must include documentation supporting the request and demonstrating a logical mathematical link between the current price and the proposed price. Any adjustment or amendment to the contract will not be effective unless approved by the State Director of Purchasing. The State will be given the immediate benefit of any decrease in the market, or allowable discount.
7. **Responsibility for Wages**
Contractor is responsible for all applicable company wages in accordance with the Federal, State and local laws and ordinances
8. **Invoicing**
Contractor shall submit invoices to State or purchasing entity:

Utah Department of Transportation
Equipment Operations
4501 S 2700 W Box 145730
Salt Lake City, Utah 84119

The Purchase Order or Contract number shall appear on all invoices and correspondence. Billings must be itemized identifying clearly all products or services purchased. Invoices shall be submitted in a timely manner.

In the event the State is entitled to a cash discount, the period of computation shall commence on the delivery date or the date of a correct invoice, whichever is later. If an adjustment in payment is necessary due to damage, the cash discount period shall commence on the date final approval is authorized. The State reserves the right to adjust incorrect invoices. State will remit payment by mail or electronic commerce.

APPENDIX A: Questionnaire

1.	Make and Model	Deere 544K	
2.	Shipping Weight (SAE J732b)	28,263	lb.
3.	Overall Width (over tires)	100.2"	In.
4.	Operation Load (SAE J818a)	Not Published	lb.
5.	Tipping Load Straight (SAE J732b)	24,021	lb.
6.	Tipping load 40 degree turn.	20,799	lb.
7.	Hydraulic Lift Capacity at 18" (SAE J732b)	Not Published	lb.
8.	Bucket Capacity Heaped.	3.0	c.y.
9.	Bucket Width General Purpose.	100"	in.
10.	Alternator Size.	80	amps
II.	Battery Size and number	Two Batteries, 950 CCA	CCA
12.	Hydraulic Pump Capacity at Governed Engine Speed	50	gpm
13.	Raising Time to Full Height (SAEJ732b)	5.8	sec.
14.	Tire Size, Ply Rating, and Type	20.5R25 1 star L3	
15.	Engine Make and Model	Deere PowerTech E 6068H	
16.	Engine Rated BHP (SAE 816a) at Governed RPM	167	HP
17.	Engine Cubic Inch Displacement	414	
18.	Fuel Tank Capacity	86	gal
19.	Counterweight Added	0	lb.

APPENDIX B: Buyback Contract

The purpose of the following contract is to establish the obligations for the Utah Department of Transportation and the successful bidder listed below.

The successful bidder will guarantee to purchase from the Utah Department of Transportation the equipment listed below for the sum of (\$) lawful money of the United States. This payment is due on or before. Failure to make this payment by

the successful bidder will result in the Utah Department of Transportation collecting the monies due from the performance bond.

In consideration for this payment, the Utah Department of Transportation will provide the following:

1. The equipment will be used by the Utah Department of Transportation to maintain Utah highways.
2. The equipment will be maintained in accordance with the criteria set forth in these specifications and the operator's manual.
3. The equipment will have less than 500 operating hours per year and be in good condition at the time of the payback.
4. The equipment will be available to the successful bidder at the location of delivery upon receipt of payment to the Utah Department of Transportation.

In case of change of corporate structure or loss of identity by assimilation or merger with any other companies, this agreement shall remain in effect and be binding on the successor company(ies).

The Utah Department of Transportation reserves the right to sell, trade, retain, or otherwise dispose of the equipment purchased under this agreement, at its discretion at any time. The Utah Department of Transportation will notify the successful bidder if any of these options are exercised, in writing, within ten (10) days after contract award.

Equipment to be purchased:

Make Deere	Model 544K	Vehicle Identification Number _____	Description Loader
Signed: Successful Bidder		UDOT Equipment Operations Manager	
(Signature)	(Date)	(Signature)	(Date)
(Print Name)		(Print Name)	
(Title)		Equipment Specialist	
		(Signature)	(Date)

Corporate Name and Address

Honnen Equipment Co.
4055 So. 500 West
Salt Lake City, Utah
84123

Supplier: Honnen Equipment Company

Specification Addendum 1

PART IV PRICING

Option One:

Sliding forks attachment for bucket, installed, 10,000 lbs. capacity

One (1) unit\$ **2,659.00**

FINET COMMODITY CODE(S):
76051

REVISION HISTORY:

No, it is stated on the State Contract. Are you planning on leasing the machine are you planning on buying it outright?

Either way it is not listed on the Purchase Order of the machine. We are piggybacking the UDOT State Contract & all verbiage. After the machine is delivered I will have to come get the Warranty Documents signed & do some training on the machine. At that time I will have to have the Delivery Receipt signed as well. There is a buyback letter that is signed at that time.

Jeff Hunt

Honnen Equipment

John Deere Construction Equipment

Sales & Rentals

4055 South 500 West

Salt Lake City, UT 84123

801-891-4276

jeffhunt@honnen.com